Booking Application Form

ILD SPIRE GREENS

37 C, GURGAON

2-4 BEDROOM APARTMENTS & PENTHOUSES

ILD Millennium Pvt. Ltd.
705-707, Arunachal Building,
19, Barakhamba Road, New Delhi 110001. Ph. Nos. : 011 43050505 (20 lines).
email : marketing@ild.co.in SMS ILD to 54545

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BOOKING APPLICATION FORM

ILD MILLENNIUM PVT. LTD.
Corporate Office:
705-707, Arunachal Building,
19, Barakhamba Road,
Connaught Place, New Delhi-110001

Registered Office
4H, Plaza-M6,
NHCC District Centre, Jasola,
New Delhi-110025,

Photograph of 1st Applicant (Application will not be accepted without photographs). Please Sign across the Photograph.

Photograph of 2nd Applicant (If any). Please Sign across the Photograph

Dear Sir(s),

I/We hereby apply for the allotment of a Unit in the Group Housing Complex, known as "ILD SPIRE GREENS" (hereinafter referred to as "said Unit") located at Sector- 37 C, Distt. Gurgaon, Haryana (under Licence No. 13 of 2008).

Upon acceptance of my/our application I/We agree to sign and execute, as and when desired by the company, the Buyer Agreement, containing detailed terms and conditions of allotment and/or such other corresponding documents as prescribed on Company's standard formats.

I/We also agree to abide by the General Terms & Conditions of booking as enclosed hereto.

I/We remit herewith a sum of Rs_____ (Rupees_____by Bank Draft/Cheque No _____ dated _____drawn on _____ towards the booking amount of the said Unit.

I/We have perused the "Price List-cum-Payment Plan" and agree to pay as per the Payment Plan annexed hereto.

SOLE/FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

M/s / Mr. / Ms _____

S/W/D of _____

Guardian's Name (if minor) _____

Date of Birth _____ Nationality _____

PAN _____ Ward/Circle/Range (Where assessed) _____

Occupation: Service ( ) Professional ( ) Business ( )
Student ( ) Housewife ( ) Any Other.....(Please specify)

Residential Status : Resident /Non-Resident / Foreign National of Indian Origin / Others (Please specify) _____

Correspondence Address _____

_____ Pin _____

Permanent Address _____

_____ Pin _____

Phone No _____ ISD/STD Code _____

Office Address _____ Pin _____

Contact No. Office _____ Residence _____ Mobile _____

Fax _____ E-mail _____

SECOND APPLICANT

(Compulsory to fill all the details, if applicable, along with passport size photograph)

M/s / Mr. / Ms _____

S/W/D of _____

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

Guardian's Name (if minor) _____

Date of Birth _____ Nationality _____

PAN _____ Ward/Circle/Range (Where assessed) _____

Occupation: Service ( ) Professional ( ) Business ( )

Student ( ) Housewife ( ) Any Other.....(Please specify)

Residential Status : Resident /Non-Resident / Foreign National of Indian Origin / Others (Please specify) _____

Correspondence Address _____

_____ Pin _____

Permanent Address _____

_____ Pin _____

Phone No _____ ISD/STD Code _____

Office Address _____ Pin _____

Contact No. Office _____ Residence _____ Mobile _____

Fax _____ E-mail _____

Property Applied For: (i) Flat ( ) (ii) Penthouse ( ) (iii) Other ( )

Reserved Parking: (i) Covered ( ) (ii) Open ( ) (iii) Not Applicable ( )

UNIT DETAILS:

Unit No _____ Block No _____

Type _____ Super Area _____ Sq.Ft.

(approx.) Terrace Area (if applicable) _____ Sq.Ft.

Payment Plan: ☐ Cash Down Plan ☐ Construction Linked Plan

Mode of Booking: ☐ Direct ☐ Broker

Broker Details: _____

Company Executive: _____

Amount Payable:

(I)	Basic Sale Price	Rs _____
(Ii)	Specification Charges	Rs _____
(Iii)	EDC & IDC	Rs _____
(Iv)	EEC/FFC/Electrical & Water Securities (if applicable)	Rs _____
(V)	Preferential Location Charges (if applicable)	Rs _____
(Vi)	Parking Space Charges (Covered/Open)	Rs _____
(Vii)	Club Membership Charges	Rs _____
(Viii)	Interest Free Maintenance Security	Rs _____
(ix)	Registration & Stamp Duty Charges	Rs _____
(X)	Other charges, if any	Rs _____
	Total Payable	Rs _____

I/we, the above applicant(s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing material has been concealed therefrom.

(Signature of First/Sole Applicant) (Signature of Second Applicant, if any)

Date:

Note: All Cheques/Drafts to be made in favour of "ILD MILLENNIUM PVT. LTD." payable at New Delhi/ Delhi only. All amounts received from intending Allottee(s) other than Resident Indian shall be from NRE/ Foreign Currency Account Only.

17. **THAT** the actual physical possession of the said unit shall be taken by the Allottee(s) after clearance of total consideration and other charges including the Stamp Duty Charges.
18. **THAT** the Company would pay to the Allottee(s) @Rs. 5/- per Sq. Ft. of Super Area per month for any delay on offering possession of the said unit beyond the period stipulated in the Buyer Agreement subject to Force Majeure events as laid down in clause 11 herein above.
19. **THAT** the intending Allottee(s) shall take possession of the said unit within 30 days from the date of issuance of final notice of possession failing which the intending Allottee(s) shall be deemed to have taken possession of the said unit. In such case the Company shall not be responsible for any loss or damage to the finishes/fittings/fixtures in the said unit occasioned due to failure of the Allottee(s) to take possession within the stipulated time. Besides, holding charges @ Rs.5/- per sq.ft. of Super Area per month, the maintenance charges, as determined by the Company/Maintenance Agency, shall also be payable by the Allottee(s).
20. **THAT** the intending Allottee(s) shall also sign and execute a separate document for upkeep and maintenance of the common areas, services, facilities and installations of the complex, more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the said unit.
21. **THAT** the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the said unit) in the Complex, as determined by the Company or its nominated agency.
22. **THAT** the Company shall provide Fire Safety measures as per existing Fire Safety Code/Regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further Fire Safety means are required to be provided, intending Allottee(s) shall pay for the same, on pro-rata basis.
23. **THAT** the intending Allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his/her address, failing which all demand notice and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The intending allottee(s) shall be responsible for any default in payment and/or other consequences that might occur therefrom.
24. **THAT** in case there are joint Allottees, all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by him in this application and shall for all purpose be considered as served on all the Allottees and no separate communication shall be necessary to the other named Allottee(s).
25. **THAT** the intending allottee(s) undertakes to abide by all laws, rules, regulations and orders law as may be made applicable to the said unit.
26. **THAT** the Allottee(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.
27. **THAT** the Allottee(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Developer/Company with such permissions, approvals which would enable the Developer/Company to fulfill its obligations under the booking application and the buyer agreement. Any refund, transfer of security, if provided in terms of the application/Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The company accepts no responsibility in this regard. The Allottee(s) shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer/Company immediately and comply with necessary formalities, if any, under the applicable laws. The Developer/Company shall not be responsible towards any third party making payment / remittances on behalf of any Allottee(s) and such third party shall not have any right in the application / allotment of the said unit applied for herein in any way and the Developer/Company shall be issuing the payment receipts in favour of the Allottee(s) only.
28. **THAT** the allotment of the said unit is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason.
29. **THAT** the Allottee(s) shall not be entitled to transfer the said unit and/or get the name of his/her nominee(s) substituted in his/her place without prior approval of the Company and the Company, in its sole discretion, shall allow or refuse the same on such terms and conditions as it may deem fit and proper.
30. **THAT** all or any dispute arising out of or touching upon or in relation to the terms of this Application or Buyer's Agreement, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held at the registered office of the Company alone, in New Delhi by a Sole Arbitrator who shall be appointed by the Managing Director of the Company.
31. **THAT** Delhi Courts shall have the jurisdiction in all matters arising out of and/or concerning this transaction.

I/We declare that the above terms and conditions have been read/understood by me/us and the same are acceptable to me/us.

(Intending Allottee(s))

Delhi:
Dated.....

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

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(i) Application Status: ☐ Accepted ☐ Rejected

(ii) UNIT DETAILS (strike off whichever is not applicable):

Unit No _____ Block No _____

Type _____ Super Area _____ Sq.Ft. (Approx.)

Terrace Area (if applicable) _____ Sq.Ft.

Amount Payable:

(i)	Basic Sale Price	Rs _____
(ii)	Specification Charges	Rs _____
(iii)	EDC & IDC	Rs _____
(iv)	EEC/FFC/Electrical & Water Securities (if applicable)	Rs _____
(v)	Preferential Location Charges (if applicable)	Rs _____
(Vi)	Parking Space Charges (Covered/Open)	Rs _____
(vii)	Club Membership Charges	Rs _____
(viii)	Interest Free Maintenance Security	Rs _____
(ix)	Registration & Stamp Duty Charges	Rs _____
(x)	Other charges, if any	Rs _____
	Total Payable	Rs _____

(1) **Payment Plan:** ☐ Cash Down Plan ☐ Construction Linked Plan

(2) Type of Account: SB / CA / NRE _____

(3) Booking Amount Received vide Rt. No _____ dated _____

For Rs _____ (Rupees _____

_____)

(4) Special Instructions / Remarks _____

(5) Mode of Booking: Direct / Broker _____

(If Broker: Name & Address with Stamp _____

_____

ILD Executive _____)

Verified By: _____

Delhi:
Date:

(Authorized Signatory)

(Signature of First/Sole Applicant) (Signature of Second Applicant, if any)

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GENERAL TERMS & CONDITIONS FOR BOOKING OF "FLAT / PENTHOUSE" IN "ILD SPIRE GREENS" (HEREINAFTER REFERRED TO AS "SAID UNIT") SITUATED AT SECTOR-37 C, DISTT. GURGAON, HARYANA.

1. **THAT** the intending Allottee(s) has applied for allotment of "said Unit" in "ILD SPIRE GREENS" to be developed at Sector-37C Distt. Gurgaon, Haryana with full knowledge of laws, notifications, rules as applicable to this area.
2. **THAT** the intending Allottee(s) has fully satisfied himself/herself about the interest and title of the Company in the land where the project "ILD SPIRE GREENS" is being developed.
3. **THAT** the intending Allottee(s) shall pay to the Company the entire consideration as per agreed Payment Plan annexed hereto.
4. **THAT** the intending Allottee(s) shall pay the Basic Sale Price, Specification Charges and other charges on the basis of "Super Area" which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas. The Basic Sale Price of the "said unit" is firm.
5. **THAT** the Company, apart from basic sale price shall fix Preferential Location Charges (PLC) for certain Unit(s) in the "ILD SPIRE GREENS" and if intending Allottee(s) opts for the booking of any such unit, he/she/it shall be liable to pay such charges as fixed & demanded by the company.
6. **THAT** the timely payment of installments as indicated in the Payment Plan/Schedule of Payments is the essence of the Allotment. If any installment is delayed / not paid as per the Payment Plan, the Company will charge interest @18% p.a. on the delayed payment for the period of delay, however, if the same remains in arrears for more than two consecutive installments (In case of Installment Plan) or it remains in arrear for more than 30 days (In case of Down Payment Plan), the allotment will automatically stand cancelled without any further intimation to the allottee and the allottee will have no right or lien whatsoever on the said Unit. In such case, the amount deposited up to 15% of the Basic Sale Price of the said Unit, constituting the Earnest Money, shall stand forfeited and the balance amount, if any, will be refunded without any interest. However, under exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging interest @ 18% per annum and restore the allotment in case it has not been allotted to someone else. In such a situation, an alternate Unit, if available, may be offered in lieu of the same.
7. **THAT** the Earnest Money shall be deemed to be 15% of the total sale consideration of the said Unit.
8. **THAT** all taxes and statutory levies presently payable in relation to land comprised in "ILD SPIRE GREENS" have been included in the price of the said Unit. However, in case of any further increase and/or any fresh tax, service tax, charge, cess, duty, levy etc. imposed by the Government or other Statutory Authorities, the same shall be payable by the Allottee(s) on pro-rata basis.
9. **THAT** the External Development Charges (EDC) and Infrastructure Development Charges (IDC) are not included in the basic sale price of the Unit and would be charged extra as demanded by the company. Any increase in EDC and IDC and other levies shall be to the sole account of the Allottee(s) only.
10. **THAT**, subject to clause 11, the possession of said unit shall be delivered by the Company to the Allottee(s) within three years of the date of application, with grace period of six months, provided all amounts due and payable by the intending Allottee(s) as provided herein have been paid to the Company. The Company shall be entitled to reasonable extension in delivery to the Allottee(s) of the possession of the said unit in the event of any default or negligence attributable to the Allottee(s)'s fulfillment of terms & conditions of Allotment.
11. **THAT** the development of the said unit is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, and notification of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company and in case of any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/substitute materials without any claim or objection from the allottee.
12. **THAT** in case the Allottee wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the said unit, the Company shall co-operate with the Allottee during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Allottee only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment plan, shall be ensured by the Allottee, failing which, the Allottee shall be governed by the provision contained in clause 6 as above.
13. **THAT** if for any reason the Company is not in a position to allot the unit applied for, the Company shall be responsible only to consider allotment of an alternative property or refund of the amount deposited along with simple interest @10% p.a. However, the Company shall not be liable for any other damages/compensation on this account.
14. **THAT** Allotment made to the Allottee(s) shall be provisional till the execution of sale deed, and the Company shall have the right to effect suitable alteration in the layout plan, if and when found necessary. Such alterations may include change in the Area, Layout Plan, Floor, Block and number of the said unit, and increase/decrease in the area of the said unit. That the opinion of Company's Architects on such changes will be final and binding on the Allottee(s). To implement any such change and if considered necessary a supplementary document, may be executed with the Allottee(s). Further, if there is any increase/decrease in the Super Area of the said unit, revised price will be payable / adjustable at the original rate at which the said unit has been booked for allotment.
15. **THAT** the specifications of the said unit are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used.
16. **THAT** after completion of the said unit and receipt of full consideration and other charges, if any, payable by the intending Allottee(s). Conveyance documents as per the policy of the company shall be executed in favour of the intending Allottee(s) on the format approved by the Company. All expenses towards execution of Conveyance document shall be borne by Allottee(s). That the Allottee(s), shall remain present before the Authority at the time of registration of such documents.

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)