



APPLICATION FORM

..... For Office Use only.....

Ref. No. _____

Application Date ____/____/____

Booking Via: _____

Customer Id. No. _____

Autho. Signatory _____



Date : _____

To
Hamilton Heights Pvt. Ltd.
(Developers of Espire Towers)
A-41, Mohan Co-operative Ind. Estate
Mathura Road, New Delhi - 110044.

Dear Sir(s)

I /We, the undersigned, request for the provisional allotment of an Apartment in your Group Housing Project known as Espire Towers, being developed in the Sector 37, in Dist. Faridabad, Haryana. In the event of the Seller, Hamilton Heights Pvt. Ltd., accepting my/our application, I /we agree to sign and execute the requisite Apartment Buyer's Agreement, as and when desired by the Seller on the Seller's standard format. Which has been shown, explained & read out to me in my language. I/We hereby agree to abide by the indicative terms and conditions of sale.

I /we remit herewith a sum of ` _____ (Rupees _____) as per below mentioned details, towards Application Money/ Registration Money/ Earnest money/ Advance for the said apartment(s).

Pay Od. / DD / Ch. No.	Dated	Drawn On	Amount (in Rupees)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(The Applicant(s) shall make all the payments through bank drafts and/ or cheques in favour of "Espire Towers" payable at New Delhi). The bank account details of the said account are mentioned under here.

A/c Name : Espire Towers
A/c Number : 50200013931194
IFSC Code : HDFC 0002034
Bank Name : HDFC Bank
Branch : B-1/I-1, Mathura Road, MCIE, New Delhi-110044

I/we further agree to pay further installments of sale price and other charges as & when called/ stipulated for by the Seller. My / our particulars are as furnished below for your records for reference and communications:

Sole / First Applicant

(all the communication shall be made to myself (First applicant) only)

Name: Mr. /Mrs. _____

S/W/D of Mr. _____

Mailing Address: _____

City: _____ State: _____ Pin Code: _____

Tel. No. 1) _____ 2) _____ 3) _____

(Residential)

(Office)

(Mobile / Other)

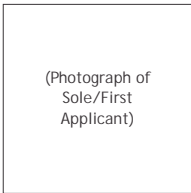
FAX No: _____ E-Mail Address: _____

Pan No. _____ Ward / Circle _____ Date of Birth ____/____/____

(DD) (MM) (YYYY)

Profession / Business: _____

Residential Status (____) Indian / (____) NRI / (____) Foreign National of Indian Origin



Sole Applicant Signature

Applicants Signature

Second Applicant

Name: Mr. /Mrs. _____

S/W/D of Mr. _____

Mailing Address: _____

City: _____ State: _____ Pin Code: _____

Tel. No. 1) _____ 2) _____ 3) _____

(Residential)

(Office)

(Mobile / Other)

FAX No: _____ E-Mail Address: _____

Pan No. _____ Ward / Circle _____ Date of Birth ____/____/____

(DD) (MM) (YYYY)

Profession / Business: _____

Residential Status (____) Indian / (____) NRI / (____) Foreign National of Indian Origin

(Photograph of
Second
Applicant)

Third Applicant

Name: Mr. /Mrs. _____

S/W/D of Mr. _____

Mailing Address: _____

City: _____ State: _____ Pin Code: _____

Tel. No. 1) _____ 2) _____ 3) _____

(Residential)

(Office)

(Mobile / Other)

FAX No: _____ E-Mail Address: _____

Pan No. _____ Ward / Circle _____ Date of Birth ____/____/____

(DD) (MM) (YYYY)

Profession / Business: _____

Residential Status (____) Indian / (____) NRI / (____) Foreign National of Indian Origin

(Photograph of
Third
Applicant)

I/ we further agree to the following terms & conditions, indicative to us with the terms and conditions as will be comprehensively set out in Buyer's Agreement which, upon execution, shall supersede the terms a conditions set out herein below, applicable to this provisional allotment:

- i) That I/ We have made this application for allotment of a unit with full knowledge of the subject, to all the laws/ notifications and rules applicable to this area in general, and this project in particular, which have been explained by Seller and understood by me/ us.
- ii) That I/ we have satisfied myself/ ourselves about the interest and rights of the Seller in the land on which the said units are being constructed, and have understood all limitations and obligations in respect thereof. I/ we agree that there will not be any further investigations or objections by me/ us in this respect.
- iii) That I/ we have seen and accepted the plans, designs, specifications, which are tentative and that I/ we am/ are making this application with full knowledge about the building plans, proposed specifications, location of the unit/buildings, floor plans and other terms and conditions. However, the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the Seller may consider necessary or as directed by the competent authority and or Architect at any time before/ after the building plans for the project are sanctioned and till the grant of occupation certificate and that I/ we shall not raise any dispute/claim against the Seller in this regard.
- iv) That I /we clearly understand and agree that the allotment will be done subject to availability of the apartment. Further, the provisional and/or final allotment of the apartment is entirely at the discretion of the Seller and Seller has full right to reject any provisional and/ or final allotment without assigning any reason thereof.
- v) That I/ we agree to pay the price of the unit and other charges calculated on the basis of the Sealable Area, which is understood to include pro-rata share of the common areas in the proposed residential project and proportionate share of the other common facilities, as specifically provided in the Buyer's Agreement and other areas, which may be located anywhere in the said proposed residential complex at the sole discretion of the Seller. If there is any increase/ decrease in the super area, the rate per sq. ft. and other charges as, will be applicable to the changed area i.e. at the same rate at which the unit was booked as a consequence of such reduction or increase in the super area, the Seller shall be liable to refund to me/ us without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from me/ us, additional price and other proportionate charges without interest, as the case may be.

Sole Applicant Signature

Applicants Signature

- vi) That I/ we agree to pay the Preferential Location Charges (PLC) for preferential location in addition to the basic sale price of the apartment and Power Backup Installation, as described by the Seller, in the manner and within the time as stated in the agreed upon payment plan.
- vii) That I/ we has/ have clearly understood that one covered dedicated car parking is compulsory to purchase along with each apartment and I/ we further agrees to separately pay for such dedicated car parking space allotted to me/ us which shall not form part of the common area in the said building/ complex but shall be integral amenity of the said apartment, thereupon I/ we agree not to sell / transfer/ deal with the same independent of the said Apartment / Space.
- viii) That I/ we agree to pay all kinds of applicable taxes, statutory levies, whether levied or to be levied, stamp duty, registration charge, External Development Charges (EDC), Internal Development Charges (IDC), as applicable, for the external and internal services to be provided by the Haryana Government as per the actual rates; in addition to the sale price of the said Apartment and in case there is any increase or revision in the same in future, the same shall be payable by me/ us without any delay or demur as when demanded by the Seller.
- ix) That I/We have clearly understood, that upon acceptance of the application, I / we agree to furnish all documents, photographs, copy of PAN Card and any other document(s) required by Seller for allotment and sign the 'Buyer's Agreement' in the Seller's prescribed format, together with the amounts due and payable as set forth in the schedule of payments, within 30 days from the date of dispatch of Buyer's Agreement, failing which the 'Seller' shall have every right to cancel the allotment and forfeit the Earnest money, which is 12.5% of the Total sale Consideration, with the interest paid, due or payable, along with any other amounts of non refundable nature in case of non-fulfillment of the terms and conditions herein contained and of that of the Buyers Agreement as also in the event of failure by me/ us to sign and return to the Seller the Buyer's Agreement within thirty (30) days of its dispatch, without any notices or reminders. The Seller has then full authority to allot/ sell the said Apartment to anyone else or to use it for any purpose it may deem appropriate.
- x) That I/We have clearly understood, that this application does not constitute any offer of allotment or any agreement to sell and I/we do not become entitled to the provisional and/or final allotment of a unit notwithstanding the fact that the Seller may have issued the receipt(s) in acknowledgment of the money tendered by me/us to the Seller with application. It is only after I /we sign and execute the Buyer's Agreement on the Seller's standard format after carefully understanding the legal implications thereof and after understanding my/our obligations & liabilities and the Seller's obligations ft limitations as set forth in the Buyer's Agreement and after undertaking to carefully abide by all the terms and conditions of the Buyer's Agreement. The buyer's agreement shall not be a binding on the Seller until executed by the Seller.
- xi) That I/We have clearly understood, that Seller retains full right of Final allotment, change of allotment to alternate apartment, in case 'Seller' is not in a position to allot the Apartment/ unit applied for, and in case of failure to do so, refund the amount deposited without any interest and the Seller shall not be liable for payment of any compensation on this account whatsoever.
- xii) That I /We have clearly understood, that upon completion of the said building myself / ourselves shall enter into a maintenance agreement with the Seller or any other maintenance agency or other body as appointed by the Seller from time to time for maintenance and upkeep of the common services and common areas (apart from the internal area of the apartment) of the said Group Housing Complex and I/ we undertake to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Seller or its nominated maintenance agency. That I/ we agree to deposit and to always keep deposited with the Seller a Interest Free Maintenance Security Deposit calculated on the basis of the saleable area of the apartment as per current applicable rate.
- xiii) That the application for allotment, in case made on the name of any organization, will be accepted only after furnishing copy of partnership deed/ Memorandum of association, copy of form 3 of ROC, Registration certificate with Sales Tax/ Value Added Tax/ Service Tax department and/ or any other document asked by Seller.
- xiv) That the timely payment of installments/ balance sale consideration/ security deposits/ charges shall be essence of this application. In case the installments are delayed, then I / we agree to pay interest on delayed payments @ 15% per annum compounded monthly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the Seller's right to cancel the allotment. It is clearly understood by me/ us that it shall not be obligatory on the part of the Seller to send demand notices/ reminders regarding the payments to be paid by me/ us as per the schedule of payment or obligation to be performed by me/ us.
- xv) That the Seller reserves its full rights to cancel the application/ allotment if the future payments are delayed by two months from its due date or dishonour of cheque/ DD/ Pay order. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the Seller after adjustment of interest on delayed payments, if any, due from me/ us.
- xvi) That I/ we shall inform the Seller, in writing, of any change in the mailing address, contact numbers and other information furnished in the application failing which all demands, notices, etc. by the Seller shall be mailed to the address given in the application and shall be deemed to have been received by me/ us.
- xvii) That Incase of Joint Applicants all communication shall be sent to the first named Applicant in the application.
- xviii) That I/ we have made the application with full knowledge that the plans for the building in which the unit applied for will be located, are not yet sanctioned by the competent authority and that in case, for any reason(s), the same are not sanctioned or cancelled or revoked at any point of time during the construction, the Seller shall refund all amounts received without the interest, and that upon such refund by registered post, the I/ we will not have any further rights, claim, etc. against the Seller and that the Seller shall be fully released and discharged from all its obligations and liabilities.
- xix) That I/ We hereby authorize and permits the Seller to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of my/ our respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of sale deed in favour of me/ us or my/ our nominee. The Seller/ Financial Institution/ Bank shall always have the first lien/charge on the said Unit for all its dues and other sums payable by me/ us or in respect of the loan granted for the purpose of the construction of the said Building/ Residential Complex. In case, I/ we have opted for long term payment plan arrangement with any financial institutions/banks, the conveyance of the Unit in favour of me/ us shall be executed

Sole Applicant Signature

Applicants Signature

only upon the Seller receiving No Objection Certificate from such financial institution/banks.

- xx) That In case of NRI Allottee(s) or foreign national of Indian origin Allottee(s), the provision of F.E.M.A / R.B. I. guidelines and any other law, as prevailing shall be applicable.
- xxi) That I/ We agree and undertake that I/ We shall not sell, transfer, assign or part with my/ our right, title, or interest, in the said Unit or any portion thereof even after the allotment is made in my/ our favour, until all the dues payable to the Seller are fully paid and the Deed of Conveyance is executed in my/ our favour. I / We am/ are, however entitled to get the name of my/ our nominee(s) substituted in my/ our place with the prior approval of the Seller, who may at its sole discretion permit the same on such conditions as it may deem fit. I/ We shall pay to the Seller, transfer charges as applicable from time to time for the purpose of such substitution(s).
- xxii) That the Development & construction of the said group housing project is subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Seller e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Govt. / Public or other Competent Authority or any reason whatsoever beyond the control of the Seller and any of the aforesaid events, the Seller shall be entitled to a reasonable extension of time.
- xxiii) That the Courts at Delhi/ New Delhi shall alone have the jurisdiction in all matters arising out of /touching and/or concerning this transaction.
- xxiv) All disputes, difference or disagreement arising out of, in connection with or in relation to this Application shall be mutually discussed and settled between the Parties.
- xxv) All disputes, difference or disagreement arising out of, in connection with or in relation to this Application, which cannot be amicably settled, shall be finally decided by arbitration, of three arbitrators one to be appointed by each Party to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Any arbitration pursuant hereunder shall be domestic arbitration under the Applicable Law.
- xxvi) The venue of arbitration shall be at New Delhi or such other place as may be mutually agreed between the Parties.

Payment Plan: Down Payment Plan EMI Plan

Tentative details of the apartment, subject in this application for provisional allotment:

Type : _____ Saleable Area : _____ Sq. Ft. (Approx)
Tower : _____ Floor : _____ Position : _____

PARTICULARS OF PAYMENT	RATE	AMOUNT
BASIC SALE PRICE (BSP)	~ _____/- per sq. ft.	_____
*Preferred Location Charges (PLC) 1 st Floor	_____ % of BSP	_____
* Preferred Location Charges (PLC) 2 nd Floor	_____ % of BSP	_____
*Preferred Location Charges (PLC) 3 rd Floor	_____ % of BSP	_____
*Preferred Location Charges (PLC) Pool/ Landscape Facing	~ _____/- per sq. ft.	_____
Sub Total		_____
***EEC & FFC Charges	~ _____/- per sq. ft.	_____
**Power Backup Installation Charges	~ _____/- per KVA	_____
Car Parking Charges (covered 1 Compulsory)	~ _____/- per bay	_____
Interest Free Maintenance Security (IFMS)	~ _____/- per sq. ft.	_____
Club Membership Charges (Compulsory)	~ _____/-	_____
Total Amount		_____

The above total amount does not include Registration Charges, Stamp Duty, Any other Govt. Levies, Taxes, External Development Charges (EDC) and Infrastructure Development Charges (IDC) etc., which shall be paid on Pro-Rata Basesis;, in addition to the above Total Amount as per the current payment schedule.

Sole Applicant Signature

Applicants Signature

DECLARATION : I/We, the above applicant(s)do hereby declare that after fully satisfying ourselves an clearly understanding all the terms & conditions, plans,layouts and payments I/we are furnishing the above particulars/ information true and correct to the best of my / our knowledge and no material fact has been concealed there from.

Enclosures: For All Individual Applicant(s):

Copy of PAN Card of Sole Applicant
Copy of PAN Card of other Applicants

For Corporate/Institution/Firm(s):

Copy of PAN Card
Registration Certificate with ST/VAT/Service Tax Dept.
Any Other Documents as required

Sole Applicant's Signature _____

Name _____

Other Applicants Signature _____

Name _____

Broker's Name & Signature _____

Place _____

Date ____/____/____

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1. Application: Accepted Rejected
2. Provisional Registration of Apartment (Details)
- | | | | |
|-----------------------------------|-------|------------------------|-------|
| Tower No. | _____ | Unit No | _____ |
| Floor No. | _____ | Type | _____ |
| Approximate Super Area | _____ | Sq. Ft. (_____ Sq. Mt) | |
| Total No. of covered Car Parkings | _____ | | |
| Total No. of open Car Parkings | _____ | | |
- (Minimum one Covered Car Parking, along with an apartment, are compulsory.)
3. Payment Plan Opted: Down Payment Plan EMI Plan
4. Booked under Corporate Scheme: Yes No
5. Booking amount received vide Application No. _____ Dated _____
` _____ (Rupees _____ Only).
6. No. of Joint Holders _____
7. Mode of Booking :
- Direct : Yes No
- Broker : Name : _____
Address : _____

- Telephone / Mobile : _____

Broker's Seal _____

(Authorised Signatory)

Date : _____



Promoted By : Espire Infrastructure Corporation Ltd.
A-41, Mohan Co-operative Industrial Estate, Delhi-Mathura Road, New Delhi-110044.
Tel: (011) 40512323, 40512424 • Fax: (011) 26959999
E-mail: sales@espireinfra.com • www.espireinfra.com



Developed By : Hamilton Heights Pvt. Ltd.
Registered Office : B-II/100, M.C.I.E., Delhi-Mathura Road, New Delhi-110044
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