



ERA LANDMARKS LIMITED



Project: _____

Name: _____

Unit No.: _____

BOOKING FORM

ERA Landmarks Ltd.

Head office:
B-24, Sector-3,
Noida-201301

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

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

Dear Sir(s),

I/We here by apply for allotment of a **Unit** in the building known as “.....”
situated at.....(hereinafter referred as “**Project**”).

Upon acceptance of my/our application I/We agree to sign and execute, as and when desired by the company, the Buyer Agreement/Allotment Letter, 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 ₹..... (Rupees.....
.....) by Bank Draft/Cheque
No.....dated.....drawn on.....
.....being 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)

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 AddressPin.....

Permanent Address.....Pin.....

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

Broker Details:

Employee Details:

Amount Payable:

(I) Basic Consideration Price	₹
(ii) EDC & IDC	₹
(ii) EEC/FFC/Electrical & Water Securities (if applicable)	₹
(iii) Preferential Location Charges (if applicable)	₹
(iv) Parking Space Charges (Covered/Open)	₹
(v) Club Membership Charges	₹
(vi) Interest Free Maintenance Security	₹
(vii) Registration & Stamp Duty Charges	₹
(viii) Power Back up Charges	₹
(ix) Other charges, if any	₹

Total Payable ₹

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.

Note: All Cheques/Drafts to be made in favour of “ERA Landmarks Ltd.” payable at New Delhi/ Delhi/ Faridabad only. All amounts received from Applicant(s) other than Resident Indian shall be from NRE/ Foreign Currency Account Only. The allotment to Non-Resident and Nationals of Indian Origin shall be subject to applicable Indian Laws.

FOR OFFICE USE ONLY

(I) Application Status: Accepted Rejected

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

Unit No..... Block No.....
Type Super Built-up Area Sq.Ft./Sq.Mt(approx.) Terrace Area (if applicable)
.....Sq.Ft./Sq.Mt.

Amount Payable:

(I) Basic Consideration Price	₹
(ii) EDC & IDC	₹
(ii) EEC/FFC/Electrical & Water Securities (if applicable)	₹
(iii) Preferential Location Charges (if applicable)	₹
(iv) Parking Space Charges (Covered/Open)	₹
(v) Club Membership Charges	₹
(vi) Interest Free Maintenance Security	₹
(vii) Registration & Stamp Duty Charges	₹
(viii) Power Back up Charges	₹
(ix) Other charges, if any	₹

Total Payable ₹

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

Discounted Cash Down Plan ()

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

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

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

For ₹..... (Rupees.....)

.....)

(4) Special Instructions / Remarks.....

(5) Mode of Booking: Direct / Broker

(If Broker: Name & Address with Stamp

Employee Code

Verified By:

Date:

(Authorized Signatory)GENERAL

TERMS & CONDITIONS FOR BOOKING

1. THAT the Applicant(s) has applied for allotment of "Unit" in "Project" with full knowledge of laws, notifications, rules as applicable to the area.
2. THAT the Applicant(s) has fully satisfied himself about the title, interest and rights of the Company in the land where the Project is situated and have understood all the limitations and obligations in respect thereof imposed by competent authorities while granting ownership/lease hold rights to the company. The applicant(s) agrees that the plans, designs and specifications are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recasted as the Company may consider necessary or as directed by the Competent Authority or by Architect at any time after / during the building plans for the project are sanctioned/being sanctioned.
3. THAT the performance by the Company of its obligation under these presents are contingent and bound and regulated upon approvals to be granted by various authorities / local bodies / departments / from time to time, subject to all applicable laws, notifications, conditions imposed by these authorities.
4. THAT the Applicant(s) shall pay to the Company the entire consideration as per the Payment Plan **annexed** hereto. The Company may in its discretion give timely payment discount of _____ % if installments are paid within time.
5. THAT the applicant(s) has clearly understood that this application does not constitute any offer of allotment or allotment or any Agreement to sell and the applicant(s) do not become entitled to the provisional and/or final allotment of a unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after the applicant(s) signs and executes the Agreement(s) on the Company's standard format as per the terms and conditions imposed by Company/competent authority and the applicant(s) agreeing to abide by the terms and conditions laid down therein, that the allotment shall become final and binding upon the Company. If, however, the applicant(s) fail to execute and return the Agreement within thirty (30) days from the date of its dispatch by the Company, then the allotment shall stand cancelled, and the earnest money paid by me/us shall stand forfeited.
6. **THAT** the Applicant(s) shall pay the basic price 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.
7. **THAT** the Company, apart from basic sale price shall fix Preferential Location Charges (PLC) for certain Unit in the Project and if Applicant(s) opts for booking of any such unit, he/she shall be liable to pay such charges as fixed & demanded by the company from time to time.
8. **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

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

delayed payment for the period of delay, however, if the same remains in arrears for more than 30 days, the allotment will automatically stand cancelled without any further intimation to the applicant(s)/allottee and the applicant(s)/allottee will have no right or lien whatsoever on the said Unit. In such case, 15% of the Basic Price of the said Unit, constituting the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest after deducting amount of non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker and that upon such refund, the Applicant(s)/Allottee(s) shall not have any further rights, claims etc. against the Company/its subsidiaries and that the Company/its subsidiaries shall be released and discharged from all its obligations and liabilities. 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 somebody, else, an alternate Unit, if available, may be offered in lieu of the same.

9. THAT the Earnest Money shall be deemed to be 15% of the consideration of the said Unit which is non-refundable in case of cancellation/termination of booking.
10. THAT all taxes and statutory levies presently payable in relation to land and the Project 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, applicable in future or retrospectively, the same shall be payable by the Applicant(s)/allottee (s) on pro-rata basis.
11. THAT the External Development Charges (EDC) and Infrastructure Development Charges (IDC), if applicable, is not included in the basic sale price of the Unit and would be charged extra. Any increase or decrease in EDC and IDC and other levies shall be to the sole account of the Applicant(s)/allottee (s) only.
12. 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 including 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 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 applicant(s)/allottee.
13. THAT the Applicant(s)/Allottee(s) hereby authorizes the Company to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of Project subject to the charge cleared at the time of execution of conveyance documents for Unit. The Company / Financial Institution / Bank shall always have the first lien / charge on the said Unit for all its dues and other sums payable by the Applicant(s)/Allottee(s) or in respect of the loan granted for the purpose of the construction of the said Building / Residential Complex.
14. THAT in case the Applicant(s)/allottee wants to avail any personal loan facility from his employer or financial institutions or bank to facilitate the purchase of the said unit, the terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s)/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 Applicant(s)/allottee . In the event of the loan not being sanctioned or the disbursement or getting delayed, the payment to the Company, as per payment plan, shall be ensured by the Applicant(s)/allottee, failing which, the Applicant(s)/allottee shall be governed by the provisions relating to default in payment as above. In case of the Applicant(s)/Allottee(s) who has opted for long-term payment plan arrangement with any financial institutions / banks; the conveyance of the Unit in favour of the Applicant(s)/Allottee(s) shall be executed only upon the Company receiving No Objection Certificate (NOC) from such financial institutions/banks and payment of all dues in respect of Unit to the Company.
15. THAT the Applicant(s)/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, allow or refuse the same on such terms and conditions as it may deem fit and proper. In case of Applicant(s)/Allottee(s) seeking transfer of the allotment, the Applicant(s)/Allottee(s) shall be permitted to do so only on submission of appropriate documents on Company approved format for transfer of allotment in favour of nominee in whose favour the Applicant(s)/Allottee(s) seek transfer. The said documents would be duly signed by all the concerned parties and would be accompanied by a no objection letter/certificate from the concerned Employer / Financial Institutions or Banks where the payment against the said booking was made by the Applicant(s)/Allottee(s) by raising funds / loans from any Employer / Financial Institutions / Banks. The Allottee shall have to pay transfer fee / charges and the administrative charges to the Company as per company policy for effecting such transfer or allotment.
16. 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 without interest after deducting amount of non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker and that upon such refund, the Applicant(s)/Allottee(s) shall not have any further rights, claims etc. against the Company/its subsidiaries

and that the Company/its subsidiaries shall be released and discharged from all its obligations and liabilities. However, the Company shall not be liable for any other damages/compensation/interest on this account.

17. **THAT** Allotment made to the Applicant(s)/allottee (s) shall be provisional, 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 said unit. The opinion of Company's Architects on such changes will be final and binding on the Applicant(s)/allottee (s). To implement any such change and if considered necessary a supplementary document, may be executed with the Applicant(s)/allottee (s). Further, if there is any increase/decrease in the Super Builtup 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.
18. **THAT** the specifications of the said unit are subject to change as necessitated during construction. In such an event, an equivalent material shall be used.
19. **THAT** after completion of said unit and receipt of full consideration and other charges, if any, payable by the Applicant(s)/Allottee(s), Conveyance documents as per the policy of the company shall be executed in favour of the Applicant(s)/Allottee(s) on the format approved by the Company and competent authority. All expenses towards execution of Conveyance document shall be borne by Applicant(s)/allottee (s). That the Applicant(s)/allottee (s) shall remain present before the Authority at the time of registration of such documents.
20. **THAT** the possession of the said unit shall be handed over to the Applicant(s)/allottee (s) after clearance of total consideration and other charges including the Stamp Duty Charges and after execution of conveyance deed. The Company shall be entitled to reasonable extension in delivery to the Applicant(s)/allottee (s) of the possession of the said unit in the event of any default or negligence attributable to the Applicant(s)/allottee (s)'s fulfillment of terms & Conditions of Allotment.
21. **THAT** the Company would pay to the Applicant(s)/allottee (s) @Rs. ___/- per Sq. Ft. of Super Built-up Area per month for any delay on offering possession of the said unit beyond the period stipulated in the Buyer Agreement/Allotment Letter subject to Force Majeure events as laid down herein above. However, the Company shall not be liable to such payments in case the Applicant(s)/allottee defaults in adhering to Payment Plan.
22. **THAT** the Applicant(s)/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 Applicant(s)/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 Applicant(s)/allottee (s) to take possession within the stipulated time. Besides, holding charges @ Rs. ___/- per sq.ft. of Super Builtup Area per month, the maintenance charges, as determined by the Company/Maintenance Agency, shall also be payable by the Applicant(s)/allottee (s) from date mentioned in the notice for possession.
23. **THAT** the Applicant(s)/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 building/complex. The Applicant(s)/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.
24. **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, Applicant(s)/Allottee(s) shall pay for the same, on pro-rata basis.
25. **THAT** the Applicant(s)/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 Applicant(s)/Allottee(s) shall be responsible for any default in payment and/or other consequences that might occur therefrom.
26. **THAT** in case there are joint Applicant(s)/allottee(s), all communications shall be sent by the Company to the Applicant(s)/allottee whose name appears first and at the address given by him in this application, shall for all purpose be considered as served on all the Applicant(s)/allottee s and no separate communication shall be necessary to the other named Applicant(s)/allottee (s).
27. **THAT** the Applicant(s)/Allottee(s) undertakes to abide by all laws, rules, regulations and orders law as may be made applicable to the said unit.

28. **THAT** the Applicant(s)/allottee (s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyer agreement/Allotment Letter and sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.
29. **THAT** the Applicant(s)/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/Allotment Letter. 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 Applicant(s)/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 Applicant(s)/allottee (s) shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant(s)/allottee (s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Applicant(s)/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 Applicant(s)/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 Applicant(s)/allottee (s) only.
30. **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.
31. THAT the scope of this application / booking is limited to the unit applied / allotted to the Applicant(s)/Allottee(s). The roof right shall remain with the Company. In the event of increase of the FAR and further construction is permitted by the competent authorities, the Company shall be entitled to use additional FAR in any way the Company deem fit, which shall not be objected by the Applicant(s)/Allottee(s).
32. THAT the Company shall always have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s)/applicant(s)/allottee (s) to the Company.
33. THAT all common areas, terraces, lifts, common walls, as the case may be, will be strictly under the supervision and possession of the Company or the facility management company.
34. THAT the Applicant(s)/Allottee(s) shall use the Unit for purpose for which it is allotted and for no other purpose without the consent of the Company.
35. THAT Car parking (covered & open) of the space is not included in the super built up area and the same shall be provided at the sole discretion of the Company on rental and/or any other basis.
36. THAT in case of any loss to the applicant(s) due to fall in prices of Real Estate and other unforeseen risks/ liabilities, the Company shall not be responsible for the losses to the applicant(s) and same shall be deemed to be force majeure conditions.
37. THAT the Applicant(s)/Allottee(s) will not involve in any activity detrimental to the project or affecting the successful completion/launching of Project.
38. THAT the aforementioned terms and conditions are not exhaustive and are merely indicative which shall be superseded by the detailed agreement to be executed by the Applicant(s)/Allottee(s).
39. THAT the Company shall be entitled to terminate the booking/allotment of Applicant(s)/Allottee(s) for reason of breach of terms and conditions as above.
40. **THAT** all or any dispute arising out of or touching upon or in relation to the terms of this Application or Buyer's Agreement/Allotment Letter, 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 Managing Director of the company or appointed by him.

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

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

41. **THAT** New 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.

(Applicant(s))

Place.....

Dated.....



ERA LANDMARKS LIMITED

Head Office: B-24, Sector-3, Noida-201301, Ph:+91-120-4037000,Fax: 91-120-4037029.

Email: landmarksales@eragroup.in, **Website:** www.eragroup.co.in