

E.O.I.
Expression of Interest (EOI)
(Application Form)
For Residential Apartment in “L” Zone, New Delhi

WIZ INFRASTRUCTURE PVT. LTD.
Unit No. - 23&24, Sector- 11, Pkt-4,
Dwarka, New Delhi – 110075

Dear Sir

I/We have examined the plan of the project named The Athena, to be developed/constructed under lawful arrangements by Wiz Infrastructure Pvt. Ltd. (hereinafter referred to as the “Company”) on a piece of land situated in “L” Zone Delhi, hereby applying for provisional allotment of residential apartment.

I /We agree to abide by the basic terms and conditions and payment plan attached to this Expression of Interest as provided by the company and also agree to sign and execute, as and when desired by the Company. The Allotment Letter or the Apartment Buyer’s Agreement or the Memorandum of Understanding on the company’s standard format have been read and understood by me/us and I/we agree to abide by the same. I/We shall accept the specifications of the Residential Apartment and shall pay Basic Sale Price, Preferential Location Charges, Additional Costs, Government Levies, Maintenance Deposit, Applicable Stamp Duty etc. as and when demanded by the company. I/We hereby remit a sum of Rs...../(Rupees.....)

.....)
vide Bank Draft/Cheque no.....Dated.....Drawn
on.....payable at Delhi being booking amount for provisional allotment of
Residential Apartment.

I/We clearly understand that this Expression of Interest does not constitute an agreement to sell and I/we do not become entitled to the provisional and/or final allotment of Residential Apartment notwithstanding the fact that the company may have issued a receipt in acknowledgment of the money tendered with this application.

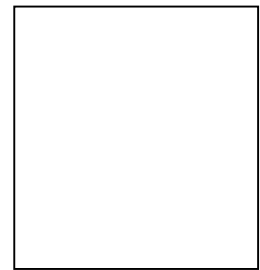
It is only after I/we will sign and execute the Apartment Buyer's Agreement, addendum to the Apartment Buyer's Agreement, and/or such other documents as may be required by the company (depending on the options availed), the allotment shall become final and binding upon the company. If, however, I/we cancel this application or I/we fail to sign/execute and return Apartment Buyer's Agreement/MOU within ninety (90) days from its dispatch by the company then the company may at its discretion treat my/our EOI as cancelled and the earnest money paid by me/us shall stand forfeited.

I/We further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us), given by the company as shown in the EOI as and when demanded by the Company, failing which the EOI/allotment will be cancelled and the booking/earnest money along with interest, if any shall be forfeited by the Company. My particulars are given below:

Signature of Applicant 1.....

Signature of Applicant 2.....

My/Our particulars as mentioned below may be recorded for reference and communications



Applicant I

Applicant II

1. First Applicant Mr. / Mrs. / Ms. / M/s (to be filled in caps)

.....
First Name Middle Name Last Name

2. Son / Wife / Daughter of Mr. / Mrs (to be filled in caps)

.....
First Name Middle Name Last Name

3. Date of Birth / Date of Incorporation (DD/MM/YY)

4. Profession / Constitution of Firm

.....

5. Occupation(Please tick): Employed Self Employed Professional

6. Residential Status (Please tick): Resident Non-Resident Indian Foreign National

7. Residential Address.....
..... Nationality.....

Permanent Address (Res.)

Office Name & Address

..... Designation

8. Telephone (Off.)..... (Res.).....

9. Mobile 10. Fax.....

11. E-mail 12. Marital Status.....

13. Income Tax PAN No.

14. Passport No./Voter Card No./Driving License No.....

1. Second Applicant Mr. / Mrs. / Ms. / M/s (to be filled in caps)

.....
First Name Middle Name Last Name

2. Son / Wife / Daughter of Mr. / Mrs (to be filled in caps)

.....
First Name Middle Name Last Name

3. Date of Birth / Date of Incorporation (DD/MM/YY)

4. Profession / Name of Firm

Signature of Applicant 1.....

Signature of Applicant 2.....

Documents to be submitted along with the EOI (Application Form)

It is mandatory to affix recent passport size photograph of all the Applicant(s) in designed places in the EOI.

RESIDENT OF INDIA

- Copy of Pan Card
- Photograph
- Current Address Proof
- Permanent Residential Address
- Identity Proof (Copy of Passport, Election card, Driving License)
- Proof of Citizenship
- Any other document/certificate as may be required by the Company

PARTNERSHIP FIRM

- Copy of Pan Card of the Partnership Firm
- Copy of Partnership Deed
- Office Address Proof
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other partners authorizing such partner to act on behalf of the Firm , shall be required.

PRIVATE LIMITED COMPANY

- Copy of PAN Card of the Company
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/ Director of the Company.
- Proof of registered office address
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company

NRI/PIO

- Copy of Individual's Passport/PIO Card
- Address Proof
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from proceeds of NRE/NRO account of the Applicant.
- In case of cheque , the payments should be received from the NRE/NRO/FCNR account of the Applicant and not from the account of any third party.

Signature of Applicant 1..... **Signature of Applicant 2.....**
I/We agree to abide by the basic terms & conditions and payment plan given below by the

company and also agree to sign and execute as and when desired by the company.

Payment Plan	Down Payment Plan	Timely Linked Payment Plan
At the time of booking	15%	10%
Within 30 days of booking	25%	10%
Within 60 days of booking	--	10%
Within 90 days of booking	--	10%

* After this the payment plan will be construction linked.

PREFERENTIAL LOCATION CHARGES (PLC)

Floor PLC		Facing PLC	
Ground & 1 st Floor	Rs. 125 per sq. ft.	Park Facing	Rs. 100 per sq. ft.
2 nd to 6 th Floor	Rs. 100 per sq. ft.	Road Facing	Rs. 75 per sq. ft.
Top 3 rd Floor	Rs. 100 per sq. ft.	Corner	Rs. 100 per sq. ft.

*PLC will be charged maximum upto Rs. 250 per sq. ft for single residential unit.

OTHER CHARGES

1. Club Membership charge@Rs.35000/per family.
2. Open Car Parking as per actual.
Covered Car Parking@ 2.5 Lacs per slot.
*(1 Covered Car Parking is mandatory for 2&3 BHK and 2 Covered Car Parking for 4 BHK units)
3. EDC, IDC will be charged according to Govt. Norms at the time of Notification by Govt.
4. EEC/FFC & IPBIC @ 50 per sq.ft
5. PLC will be charged as per the payment plan.
6. IFMS (Interest Free Maintenance Security) @50 per sq.ft.
7. PBIC (Power Back Up Installation Charges) @ Rs 30,000 per K.V.A.
8. Service Tax & any other taxes charged by Government authorities.

Cheques / DD shall be made in favour of ' **THE ATHENA** '

Signature of Applicant 1.....

Signature of Applicant 2.....

Terms & Conditions

The terms & conditions given hereunder are merely indicative and are given with a view to broadly familiarize and acquaint the applicant with the terms, conditions and provisions as would be more comprehensively set out in the Agreement/MOU, which upon execution shall supersede this EOI.

The applicant shall sign all the pages of this applicant in token of the applicant's acceptance of the same.

1. I/We am/are fully satisfied with the policy on public private partnership in land assembly and development in Delhi, commonly known as "Land Pooling Policy" which has been approved by Urban Ministry Vide Gazette Notification Dated 5th September 2013. The said new policy will involve the owners in land development, by enabling the entry of private sector in it and will allow consolidation of the private land by its owners through pooling and surrendering it to the DDA.
2. I/We am/are aware that the company has already acquired land in "L" Zone of Delhi for developing a Housing Project as per the norms of 'Land Pooling Policy' and proposes to construct Housing Complex upon the said land (hereinafter referred to as Project Land) provided by DDA as compensation in lieu of retained land surrendered by the first party under 'Land Pooling Policy'.
3. The drawings/plans displayed in office of the Company showing the proposed Project (hereinafter referred to as 'the Project') are provisional and tentative. The Company can carry out such additions, alteration and deletions by any competent authority while sanctioning the building plan or at any time for the betterment of the project without any objection by me/us.
4. I/We shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common areas and all other charges as and when demanded by the Company.
5. I/We have examined the plan, designs and specifications of the project that has been provided to me and all the informations, classification etc as required by me/us. I/We am/are not influenced by any brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written, oral or otherwise made by the company, its agents or otherwise including without limitation to any representation as per the "Land Pooling Policy" and/or description / physical condition of the said project land and/or acquired/Surrendered Land, the building or size of the flat / Dwelling Unit(s) therein or any other physical characteristics, services, estimated facilities, amenities to be made available or other data. My/Our decision is solely based on my/our own independent judgment and investigation.
6. The External Development Charges, Infrastructure Development Charges or any other charges as may be demanded by the authorities will be charged additionally and shall be paid by me/us as and when demanded by the Company or as per Price List/Payment Plan given.
7. I/We shall reimburse to the Company and pay on demand all taxes, levies or assessments whether levied now or leviable in future, on land and/or the building as the case may be, from the date of allotment, proportionately till the unit is assessed individually.
8. The Company on completion of the construction/development shall issue final call notice to the intending allottee, who shall within 30 days therefore, remit all dues and take possession of the unit. In the event of his/her failure to take possession for any reason whatsoever, he/she shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
9. I/We shall pay proportionate charges for maintenance and upkeep of common areas and services of the Project to the Company/its nominated agency. This arrangement will be carried out until the services are handed over to a Body Corporated or Society or Association of the Buyers. The Company/Maintenance Agency shall be entitled to withdraw from the maintenance of the Project without assigning any reasons. I/We agrees and consents to this arrangement.

I/We shall sign a separate maintenance agreement with the Company/Maintenance Agency, make an interest free security deposit for the timely payment of the maintenance charges and contribution to the Replacement & Sinking Fund as determined by the Company/Maintenance Agency.

10. (a) The Conveyance deed shall be executed in favor of the intending allottee on receipt of all payments as due. I/We shall pay the Stamp Duty, Registration Charges and all other incidental charges for execution of conveyance deed in favor of me/us.

(b) Till the conveyance deed is executed the Company shall continue to be the owner of the Project land and also the unit agreed to be allotted.

(c) I/We shall get my/our complete address registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company by registered AID letter about all subsequent changes, if any, in my/our address.

11. In all communications with the Company the reference of unit booked must be mentioned clearly.

12. I/We shall not be entitled to get the name of my/our nominee substituted in my/our place without the prior approval of the Company. Such approval shall be granted on payment of administrative charges as prescribed by the Company.

13. I/We shall abide by all the laws, rules and regulations applicable to the said unit and/or the Project.

14. I/We shall pay the basic sale price and other charges of unit as per the payment plan opted for by me/us out of the options prescribed by the Company. All payments shall be made by cheque/bank draft payable at New Delhi. Outstation cheques shall not be accepted.

15. The amount paid to the extent of 15% of the basic sale price of the unit shall constitute the earnest money which shall stand forfeited in case of delay in payment and/or breach of any of the terms and conditions of allotment as also in the event of the failure by me/us to sign the MOU/Flat Buyer Agreement/Allotment Letter within 90 days of booking.

16. I/We am/are already explained and clarified by the company that the amount paid by me/us are only the basic sale price /consideration for the said unit and I/we hereby assure and undertake to pay the company all other levy(s), development charges, amount(s) , taxes etc. as may be applicable & payable for the said Flat/Dwelling unit.

17. I/We shall not use the premises for any activity other than the use specified for.

18. In case there are joint intending allottee, all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottee and no separate communication shall be necessary to the other named intending allottee.

19. The intending allottee shall have no right to transfer the allotment in favor of any third party without obtaining prior written consent of the company. There shall be no charges for the first transfer made. Rs.50 per sq ft shall be charged for all the transfers made thereafter.

20. If as a result of any rules or directions of the Government or any Authority or if competent authority delays, withholds, denies the grant of necessary approvals for Project, the Company, after provisional and/or final allotment is unable to deliver the unit to me/us, the Company shall be liable only to refund the amounts received from me/us with interest @ 9% per annum.

Further, If the NOC / Sanction plan for commencement of construction of said housing complex is not obtained by the first party within 3 years from date of this Application form then the company shall be liable only to refund the amount received with an interest @ 9% per annum.

21. The Company shall be entitled to raise finance/loan from any Financial Institution/Bank by way of mortgage charge / securitization of receivables and creating charge on the project land. In case of the intending allottees who have taken loan from any financial institution/bank, the conveyance of the unit in favor of the intending allottee shall be executed only upon the Company receiving 'No Objection Certificate' from such financial institution/bank and the conveyance deed shall be handed over to the lending institution if so required by them. However, the charge shall be retrieved before handing over the possession of the unit.

22. I/We have understood that the Company may incorporate additional terms and conditions in the MOU/Flat Buyer Agreement/Allotment Letter over and above the terms & conditions of allotment as set out in this application.

23. I/We hereby agree and understand that the "Residential Apartment" area provided herein & subsequently in Allotment Letter/ Apartment Buyer's Agreement/MOU may change and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said "Residential Apartment", change in its dimension, size, floor, location, number, boundaries etc. to the extent of 10% for betterment of the project. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. On increase in the area of the said "Residential Apartment", I/we shall pay for increase in area at the rate of booking of the said "Residential Apartment" in case of the allotted area of the said "Residential Apartment". The amount received in excess over and above the total cost of said "Residential Apartment", based upon the changed area, shall be refunded/adjusted (as the case may be) by the company to me/us without my/our protest and demur and without any interest thereon.

24. I/We understand and agree that timely payment of instalments of basic cost and allied/additional cost, Govt. levy etc. pertaining to the said "Residential Apartment" are essence of the terms of the booking/allotment. I/We agree to make all payment within time as per the Schedule of payment and /or as may be demanded by the Company from time to time and I/we agree that the Company is under no obligation to send demand letters/ reminders for payments except the intimation of progress of the construction. If I/we fail/ default in making payment of due amount within stipulated period then the Company shall have rights mentioned herein below:

(a) To keep on abeyance/ suspension of the booking or cancel the allotment of the said "Residential Apartment".

(b) To forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on instalments due but unpaid and interest on delayed payments.

If the Company opts to exercise the rights mentioned as above, then the balance amount after deductions shall be refundable to me /us without any interest, after said "Residential Apartment" is allotted to some other intending allottee(s) and after compliance of certain formalities.

Further, if any discount / concession, in whatsoever way, has been given by the Company in the Basic Sale Price/Payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/additional cost, then I/we hereby authorize the company to withdraw such discount/ concession and demand the payment of such discount /concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately.

The Company in its absolute discretion may condone the delay by charging interest @ 18% p.a. for up to one month delay from the due date of payment and thereafter @24% p.a. compounded quarterly on all outstanding dues from their respective due dates.

25. I/We understood that the car parking spaces shall be an integral part of the Apartment and cannot be transferred independent of the apartment. Any additional parking spaces may be allocated upon request on a first come first served basis at the sole discretion of the Company, subject to availability and upon payments of such charges as may be decided by the Company.

26. The Company shall have the absolute right to make additional constructions on the Land anywhere within the Project including construction of additional floors in the tower in which the apartment is located, whether on account of increase in Floor Area Ratio(FAR) or better utilization of the Land or for any other reason to the extent permitted by the DDA or any other Governmental Authority and shall have the absolute and unfettered right to transfer such additional constructed areas in any manner as the Company may in its absolute and sole discretion deem necessary. The applicant understand that for facilitating such additional construction there may be a change in layout of the Project to which the applicants shall have no objection. The Company and each of the transferees of such additional construction shall have same right as the applicants with respect to the Project including the right to be a member of any society of apartment owners as may be formed under the Apartment Ownership Act, 1983 and the right to unrestricted and unopposed use the Common Areas and facilities of the Project.

27. It is understood by me/us that it is a large project, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. I/We shall take the possession of my/our own unit as soon as it is made available to me/us for possession. I/We shall have no concern/issues and have no objection to the Company constructing or continuing with the construction of the remaining structures of the Project or other Building adjoining the unit sold to me/us and whether all the Common Facilities have been completed or not.

28. I/We hereby indemnify and agree to keep the Company indemnified and harmless against any loss, damage, claim penalty, cost, whatever which falls on the company as a result of non payment of any statutory dues, rates, taxes, levies, tariffs or any other charges to be payable by me/us in respect of the flat from the date of execution of the EOI (Application form) and vice versa, the company indemnifies me/us as a result of non-execution of any statutory, formality, dues procedures, etc in regard to “Land pooling policy” and “Housing project/Complex.”

29. I/We have understood that after NOC/Sanction plan for commencement of construction is received by the company then only I/we will be free to transfer /assign his rights/interest in favor of any other person after obtaining the NOC from the company.

30. The compliance of the terms and conditions of this applications and the development of the Project by the Company shall at all times be subject to Force Majeure conditions as defined below:

The Company shall not be responsible or liable for not performing any obligation if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Company. Such acts shall mean any event which by itself or in combination with other events or circumstances could not by exercise of reasonable diligence, or despite adoption of reasonable precautions, have been prevented or caused to have been prevented, and which impairs or otherwise adversely affects the Company’s ability and capacity to perform its obligations and which events and circumstances shall include but be not limited to,

a) Acts of God, such as fire (including fire resulting from explosion) lightning, drought, flood, typhoon, hurricane, tornado, cyclone, tempest, storm, inundation, earthquake(including earthquake shock and fire), epidemics and other natural disasters.

b) Mischief explosions (including fire resulting from explosion), aircraft impact damage.

c) Strikes or lock outs, industrial disputes.

d) Non-availability of cement, steel or other construction material due to strikes or lock outs as manufactures, suppliers, transporters or other intermediaries or otherwise.

e) War and hostilities of war (whether war be declared or not), riots or civil commotion.

f) Any event or circumstance similar or analogous to the foregoing. In the event of a Force Majeure event, the Company shall be entitled to reasonable extension of time for performance of its obligations or to put in abeyance or otherwise entirely abandon the Project.

31. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment/application will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

32. All or any disputes arising out of or touching upon or in relation to the terms of this EOI/Application Form (subsequent allotment of unit) including the interpretation and validity of the terms thereof and the respective right and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred to the sole arbitrator decided by the Company.

The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and /or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. Subject to arbitration as referred above, the Courts at Delhi shall have jurisdiction in case of any dispute.

I/We have now signed this EOI (Application Form) after giving careful consideration to all facts, terms and conditions and paid the money thereof. I/We hereby irrevocably accept and agree to abide by the aforesaid terms and conditions of the provisional allotment.

DECLARATION

I/We declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this EOI and paid the booking amount for provisional allotment.

I/We further undertake and assure the Company that in the event of rejection of my/our application for Provisional allotment for any reason whatsoever, including but not limited to noncompliance of terms by me/us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lieu under this application or against any unit in relation to the said Project. I/We shall not claim anything except the refund of my principal amount. If any other Person(s) has signed EOI on my/our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/Resolution etc.

.....
Signature of Applicant 1

.....
Signature of Applicant 2

----- **For Office Use** -----

Type of Apartment :

Full Booking Amount Received : Yes :

Dated

No :

.....
Authorized Signature

.....
Approved by
DD MM YY

