



# PALM TERRACES

LOW-RISE LUXURY RESIDENCES AT THE PALM DRIVE

## APPLICATION FOR THE PROVISIONAL ALLOTMENT OF A UNIT IN THE UPCOMING PROJECT OF EMAAR MGF LAND LIMITED, "PALM TERRACES" AT SECTOR- 66, VILLAGE BADSHAHPUR, TEHSIL & DISTRICT GURGAON, HARYANA

Application No.: \_\_\_\_\_

Date: \_\_\_\_\_

**Subject:** Application for registration & booking of Unit in the upcoming project of Emaar MGF Land Limited, "Palm Terraces" situated at Sector- 66, Village Badshahpur, Tehsil & District Gurgaon, Haryana

Dear Sir(s),

- (i) I/We, the Applicant, whose particulars are mentioned below in this Application, understand that M/s Emaar MGF Land Limited (hereinafter referred to as "**Company**"), is in the process of constructing and developing a Group Housing Colony known as "The Palm Drive" on a piece and parcel of land admeasuring **37.8** acres, (hereinafter referred to as the "**Scheduled Land**") within which as one of the component thereof, the Company has conceived, planned and is developing "**Palm Terraces**" ("**Project**") situated at Sector- 66, Village Badshahpur, Tehsil & District Gurgaon, Haryana.
- (ii) The said Scheduled Land belongs to M/s Active Promoters Private Limited, Spurt Projects Private Limited, (both companies in which Emaar MGF Land Limited holds 100% legal and beneficial interest) and Conscient Infrastructure Private Limited (erstwhile known as B.C.C. Properties Pvt. Ltd.) (hereinafter collectively referred to as the "**Land Owners**"). The Company has entered into collaboration agreements (hereinafter referred to as "**Development Agreement**") with the Land Owners for the development of the Scheduled Land.
- (ii) The Company is inviting Application for the provisional allotment and booking of a residential "**Unit**" in the Project. The Applicant has been intimated that though the Project has various components including villas, penthouses and multi storied apartments etc. this Application shall be confined and limited in its scope to the Unit in one such multi storied building in accordance with the building plan(s) to be approved by the competent authority.
- (iv) The Applicant, after having read, understood and agreed with the terms and conditions ("**Terms & Conditions**"), annexed hereto as **Annexure-I**, pertaining to the registration & booking of the said Unit, do hereby apply for registration & booking of the said Unit, having a tentative Super Area of \_\_\_\_\_ sq. mtr. \_\_\_\_\_ sq.ft.) (approximately) under the following payment plans:
- (a) Down Payment Plan\*                       (b) Instalment Payment Plan\*                       (C) Subvention Plan\*
- \*(Opt any one Payment Plan and tick the same)
- (v) The Applicant further undertakes and confirms that it shall pay to the Company the consideration mentioned in the schedule of payment ("**Payment Plan**").
- (vi) The Applicant hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide Cheque/ No(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of "**Emaar MGF Land Ltd.**" as the registration/booking amount for the said Unit in the Project.

- (vii) The Applicant agrees and understands that this Application is irrevocable. The Applicant understands that this Application does not constitute any offer or definitive allotment or any agreement to sell and the Applicant 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(s) in acknowledgement of the money tendered with this Application.
- (viii) The Applicant understands that this Application Form merely expresses the intent of the Company to allot the Unit to the Applicant and in no way shall be construed as a final allotment. The Applicant agrees that this Application shall become definitive only after the execution of the Buyer's Agreement.
- (ix) In the event of the Company accepting this Application to provisionally allot a Unit, the Applicant agrees to pay all further installments and all monies/dues as stipulated in the Payment Plan along with this Application.
- (x) The Applicant agrees to execute all the documents in the standard format provided by the Company as and when necessary for the allotment of the Unit in the upcoming scheme "Palm Terrace" and undertake to strictly adhere to all the terms and conditions stipulated by the Company from time to time.
- (xi) The Applicant agrees that the Application and subsequent allotment of Unit is at the sole discretion of the Company and in case the Unit is not allotted to the Applicant for any reason whatsoever, the Applicant shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein, shall be refundable to the Applicant without any interest within 30 (thirty) days from the date of notice regarding rejection of this Application.
- (xii) The Applicant undertakes to sign and return the Buyer's Agreement, together with all the annexures, draft tripartite maintenance agreement together with the amounts due and payable as set forth in the Payment Plan within a period of 30 (Thirty) days of the receipt of the Buyer's Agreement. If the Applicant fails to execute the Buyer's Agreement and deliver to the Company within the aforesaid stipulated time period, then the Application of the Applicant shall be treated as cancelled, without any further notice at the option of the Company.
- (xiii) The Applicant have read and understood the terms and conditions mentioned hereinabove and enclosed along with this Application including those relating to the payment of Basic Sale Price, Total Consideration and other charges, rates, taxes, cesses, levies, etc. and forfeiture of Earnest Money as laid down herein.

Further, the Applicant unequivocally undertakes to abide by the said terms and conditions.

---

Signature of Sole/First Applicant

---

Signature of Second Applicant (if any)

---

Signature of Third Applicant (if any)

---

Signature of Fourth Applicant (if any)

**PERSONAL DETAILS FORM**

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversery    Age

Profession  Designation

Office/Business Name

Address

Telephone   Telephone

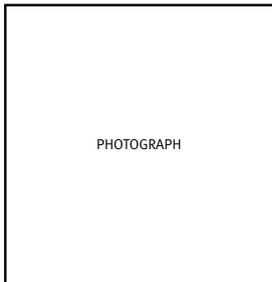
Mobile   Fax

Email

Email

Residential Status (Tick one) Resident  NRI  PIO  Passport No.

Income Tax Permanent Account No.  Nationality



Second Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversery    Age

Profession  Designation

Office/Business Name

Address

Telephone   Telephone

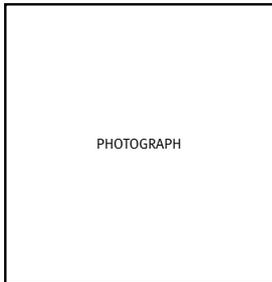
Mobile   Fax

Email

Email

Residential Status (Tick one) Resident  NRI  PIO  Passport No.

Income Tax Permanent Account No.  Nationality



Third Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversery    Age

Profession  Designation

Office/Business Name

Address

Telephone   Telephone

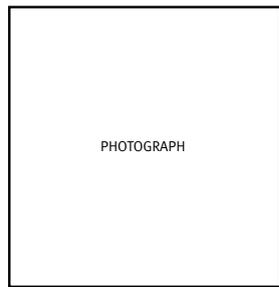
Mobile   Fax

Email

Email

Residential Status (Tick one) Resident  NRI  PIO  Passport No.

Income Tax Permanent Account No.  Nationality



Fourth Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversery    Age

Profession  Designation

Office/Business Name

Address

Telephone   Telephone

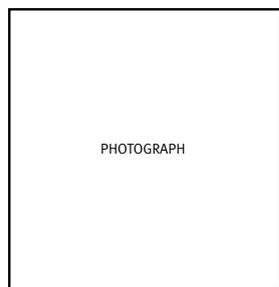
Mobile   Fax

Email

Email

Residential Status (Tick one) Resident  NRI  PIO  Passport No.

Income Tax Permanent Account No.  Nationality



## DETAIL OF UNIT REQUIRED FOR ALLOTMENT

Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Super Area of Unit (in sq. ft.) \_\_\_\_\_ (in sq. mtr.) \_\_\_\_\_  
Parking Space(s) No(s). \_\_\_\_\_

### UNIT PRICE

- Basic Price @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- External Development Charges (EDC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Infrastructure Development Charges (IDC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Terrace Usage Right (Top Floor) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Parking Space Charges Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) @ Rs. \_\_\_\_\_ each aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- Club Membership charges (Mandatory) @ Rs. 1,00,000/-

### PAYMENT PLAN OPTED

DOWN PAYMENT     INSTALMENT     SUBVENTION PLAN

- Note:**
1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of "EMAAR MGF Land Ltd." payable at New Delhi.
  2. Allotment to Non-Resident and Nationals of Indian Origin shall be subject to laws of Republic of India.
  3. For Non-Residents/Foreign Nationals of Indian Origin, all remittances, acquisition/transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.

### DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Unit to the Seller is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second Applicant (if any)

\_\_\_\_\_  
Signature of Third Applicant (if any)

\_\_\_\_\_  
Signature of Fourth Applicant (if any)

### FOR OFFICE USE ONLY

#### Provisional Registration of Unit

Application:  Accepted  Rejected

Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Super Area of Unit (in sq. ft.) \_\_\_\_\_ (in sq. mtr.) \_\_\_\_\_  
Parking Space(s) No(s). \_\_\_\_\_

- Basic Price @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- External Development Charges (EDC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Infrastructure Development Charges (IDC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Terrace Usage Right (Top Floor) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Parking Space Charges Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) @ Rs. \_\_\_\_\_ each aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- Club Membership charges (Mandatory) @ Rs. 1,00,000/-
- Payment Plan     Instalment     Down Payment     Subvention Plan
- Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details \_\_\_\_\_
- Special Instructions/Remarks \_\_\_\_\_

Signature (Receiving Officer)

Signature (Sales)

Business Development Associate's Seal

## Annexure - I

### Terms & Conditions forming part of the Application for Registration & Booking of a Residential Unit for Provisional Allotment, in the upcoming scheme of Emaar MGF Land Limited “Palm Terraces” situated at Sector-66, Village Badshahpur, Tehsil & District Gurgaon, Haryana.

#### I. Definitions and Interpretation:

In this Application, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed to their ordinary meaning and/or as specified in the Buyer’s Agreement.

“**Agreement**” shall mean the Buyer’s Agreement which will be executed as per the standard format of the Company.

“**Applicant(s)**” shall mean the applicant, applying for allotment of the said Unit whose particulars are set out in this Application and who have appended their signatures on each page, as acknowledgement of having agreed to the terms and conditions of this Application and the Agreement.

“**Application**” shall mean this application for provisional allotment of Unit in the Project along with the terms and conditions contained herein in **Annexure- I**.

“**Basic Sale Price**” means consideration payable for the said Unit as more particularly stated in the Payment Plan which excludes charges for car parking space. The Basic Sale Price is exclusive of the preferential location charges as applicable, if the said Unit is preferentially located. The Basic Sale Price further does not include Taxes, charges, security amount/deposits etc., and other amounts payable as per the terms of the Agreement including but not limited to:

- i) IBMS for the Unit which shall be deposited by the Applicant(s), at the rate of Rs. 100/- per sq. ft. as determined by the Company.
- ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and sale deed etc. which shall be borne and paid by the Applicant alone.
- iii) A sum equivalent to the proportionate share of Taxes for the Unit shall be paid by the Applicant to the Company.
- iv) IDC/ EDC, as applicable.
- v) The Maintenance Charges, property tax, municipal tax fees or levies of any kinds by whatever name called on the proportionate basis for the said Unit shall be payable by the Applicant.
- vi) The cost of mainline electricity connection charges, and diesel generator power back up inside the Unit, as applicable shall be payable by the Applicant.
- vii) The Club Membership Registration Charges (“**CMRC**”) as applicable, for availing the membership of the Club and any other charges that may be payable by the Applicant(s).
- viii) Any other charges or expenses as may be more particularly specified in the Buyer’s Agreement

“**Earnest Money**” shall mean 15% of the Total Consideration to be paid by the Applicant as per the Payment Plan.

“**EDC**” means the external development charges levied by the Government of Haryana, which shall be charged additionally as applicable and the same shall be paid by the Applicant(s) as and when demanded by the Company.

“**Group Housing Colony**” means the colony being developed by the Company at The Palm Drive, situated at Sector-66, Village Badshahpur, Tehsil & District Gurgaon, Haryana and where the said Unit and other components of the Project are located.

“**IDC**” means the infrastructure development charges levied by the Government of Haryana, which shall be charged additionally as applicable and the same shall be paid by the Applicant(s) as and when demanded by the Company.

“**Maintenance Agency**” means the Company or association of Applicant or such other agency/ body/ entity, to whom the Company may handover, the maintenance and who shall be responsible for providing the maintenance services within the Integrated Township.

“**Maintenance Charges**” shall have the meaning ascribed to it in the draft tripartite maintenance agreement, which shall be annexed to the Buyer’s Agreement.

“**Payment Plan**” means the price list as attached to this Application providing details & price of the said Unit.

“**Scheme/Project**” means a component within the Palm Drive under the name of “**The Palm Terraces**”, being developed by the Company situated at Sector-66, Village Badshahpur, Tehsil & District Gurgaon, Haryana.

“**Taxes**” shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the Scheme/Project, now or in future. The Allottee understands that the aforementioned taxes are only illustrative and not exhaustive.

“**Total Consideration**” shall collectively mean the Basic Sale Price and all other charges and expenses mentioned herein or as may be specified in the Buyer’s Agreement.

“**Unit**” means the specific residential space applied for by the Applicant, details of which have been set out in this Application.

#### II. Terms:

- (1) The terms and conditions given below are only indicative to enable the Applicant acquaint himself/ herself with the terms and conditions as will be comprehensively set out in the Buyer’s Agreement. For all intents and purposes and for the purpose of the Terms and Conditions set out in this Application, singular includes plural and masculine includes feminine gender.
- (2) The Applicant acknowledges that he/she has seen the relevant documents/papers pertaining to the Scheduled Land and is fully satisfied about the right and interest of the Company to develop the Project on the Scheduled Land and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by him/her with respect to title/interest of the Land Owners and/or the right of the Company for the development of the Project in the Scheduled Land.
- (3) The Applicant shall pay the price of the Unit and other charges calculated by the Company on the basis of Super Area, which shall include pro-rata

- share of the common areas in the proposed Project and proportionate share of the other common facilities. The calculation of the Super Area of the Unit and the details of the Common Areas shall be more clearly defined in the Buyer's Agreement. In addition, though not forming a part of the computation of Super Area for which price is charged, the Applicant shall be entitled to ownership of undivided proportionate share of the land beneath the Building in which the Unit is located. The Applicant confirms and represents that neither the Land Owners nor the Company has indicated/promised/represented/given any impression of in an explicit or implicit manner whatsoever that that Applicant shall have any right or title of any kind whatsoever, in the Scheduled Land (other than the Plot), Common Areas, recreational and sporting facilities (if any) and common amenities, save and except as mentioned hereinabove.
- (4) The Company has made it clear to the Applicant that it may carry out extensive developmental/construction activities in future in the Project in which the Unit is located and that the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental / construction activities or incidental/related activities.
  - (5) It is made clear by the Company and understood by the Applicant that he/she shall have no rights including right of ownership in the Scheduled Land (other than the Plot), facilities and amenities, save and except, as specified herein. All rights and interest to develop the Scheduled Land shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such Scheduled Land, facilities and amenities. The Company relying on this specific undertaking of the Applicant in this Application may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
  - (6) The Applicant understands that some Unit(s) in the Project attracts preferential location charges, ("PLC") which inter alia would be charged for park facing, open / green view, main road facing, golf range facing, corner Unit, ground floor, top floor etc. in the Project. In the event that the Applicant is allotted any such preferentially located Unit, the Applicant shall be liable to pay the PLC to the Company in addition to the Basic Sale Price, immediately upon demand from the Company. The Applicant further agrees that for the Unit No \_\_\_\_\_ allotted to the Applicant, PLC at the rate as stated in the Payment Plan and/or intimated at the time of execution of Buyer's Agreement shall be chargeable by the Company, which the Applicant hereby agrees to pay upon demand by the Company. However, if due to change in the layout plan or request by the Applicant, there is change in location of the Unit, to any other preferential location, where the PLC is higher than the rate as mentioned hereinabove, then in such a case, the Applicant shall be liable to pay the PLC as per the revised PLC decided by the Company. However, if due to the change in the layout plan, the Unit ceases to be preferentially located, then in such an event the Company shall be liable to refund only the amount of PLC paid by the Applicant without any interest and/or compensation and/or damages and/or costs of any nature whatsoever and such refund shall be adjusted in the following installment to be paid by the Applicant.
  - (7) In accordance with the development plan of the Project, the Company proposes to develop a club for recreational and sporting facilities (the iClub) for the Applicant and other occupants of the Project, the membership to which is mandatory. The Applicant understands that the Club may be developed either simultaneous with or after development of the Unit. The Applicant agrees to pay Club Membership Registration Charges ("CMRC") at the rate of Rs. 1,00,000/- (Rupees one lakh only) for availing membership of the Club and the Club development expenses, which shall be in addition to the Basic Sale Price and payable as and when required for this purpose by the Company.
  - (8) The Unit applied for, along with the Project, shall be subject to the Haryana Apartment Ownership Act, 1983 ('Act') applicable in the state of Haryana, if any, or any statutory enactments or modifications thereof. In this regard, it is made clear by the Company and fully understood by the Applicant that the declaration to be filed in compliance of the Act shall be in strict consonance with other clauses contained herein.
  - (9) The Applicant has/have understood and agreed that the computation of the Basic Sale Price of the Unit does not include any recovery or payments towards Land, running and operation of common amenities and facilities like convenience store or any other conveniences, community buildings/sites, other recreational and sporting activities, if any, as well as recovery of payment towards PLC, EDC, IDC and maintenance charges of any kind by the Company from the Applicant in any manner.
  - (10) The Company may at its sole discretion develop other /recreational facilities for recreational purposes in the said Project. The right of usage of such /recreational facilities, shall be limited to the Applicant (and the occupants of the Unit claiming under them) and their dependants within the Project and is subject to the fulfillment of the terms and conditions as may be stipulated by the Company. The Applicant authorizes the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said other /recreational facilities and upon intimation of the formalities to be complied, the Applicant undertakes to fulfill/comply with the same.
  - (11) The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, all applicable Taxes, cesses, charges, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future, on the Project (in proportion to the Super Area of the Unit), as the case may be, as assessable/applicable from the date of application of the Applicant(s). If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Unit and the Company shall have lien on the Unit of the Applicant(s) for the recovery of such charges.
  - (12) The Basic Sale Price is exclusive of the External Development Charges (EDC) and Infrastructure Development Charges (IDC). The Allottee shall pay EDC/IDC charges on pro-rata basis depending on the Super Area of the Unit along-with other charges as stated above, as applicable to this Project. The Allottee(s) undertakes and acknowledges that the payment for EDC and IDC shall be payable by way of separate cheque in favour of Emaar MGF Land Limited – The Palm Drive EDC/IDC A/c, which shall be deposited in a specifically designated account. The Allottee understands and acknowledges that since the Super Area, building plans, floor plans and specifications in the Project is tentative as on the date of execution hereof, the charges payable towards EDC/IDC shall be tentative and the differential amount shall be recoverable from the Allottee at a later stage. Notwithstanding anything contained herein, in case of any upward revision in the EDC/IDC levied by the Government agencies/authorities in future, the same shall also be recovered from the Applicant(s) on pro-rata basis. The proportionate amount of EDC, IDC and all statutory and non-statutory charges levied by Appropriate Authority of the State Government or any other governmental authority, shall be payable by the Applicant(s) over and above the Basic Sale Price payable by the Applicant for the Unit. The Applicant acknowledges that in case EDC/IDC are levied/ demanded by the government or any other authority from the Company with retrospective effect or after execution of the conveyance deed, the Applicant shall be liable to pay the same on demand. The demand raised by the Company on the Applicant shall be treated as unpaid consideration of the said Unit and the Company shall have first charge and lien on the said Unit to the extent of such unpaid amount till such amount is paid by the Applicant.
  - (13) The Basic Sale Price mentioned in this Application is inclusive of the cost of providing electric wiring and fire fighting equipment (as prescribed in the existing fire fighting code / regulations) in the common areas only and power backup. It is made clear that the cost of the Unit does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc., which shall be got installed by the Applicant at his/her own cost. If, however, due to any subsequent, legislation / Government order or directive or guidelines or if deemed necessary by the Company or any of its nominees, any additional fire safety measures are undertaken, then the Applicant undertakes to pay the additional expenditure incurred thereon on a pro rata basis along with other allottee(s) as determined by the Company in its absolute sole discretion.
  - (14) It is made clear to the Applicant(s) that the Basic Sale Price of the Unit is exclusive of reserved car parking space allotted to him/her for his/her exclusive use shall be charged separately @ of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). An additional parking space, if required by the Applicant(s), would be charged at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for each parking space and will be offered subject to availability. The

- Applicant understands and acknowledges that all such car parking spaces allotted to the Applicant in the Project shall not form a part of common areas for the purpose of the declaration to be submitted by the Company under the Act or any statutory enactments or modifications thereof. As the reserved parking spaces are an integral amenity of the Unit and the Unit along with one car parking space shall form one single indivisible unit, the Applicant undertakes not to sell/transfer/deal with the allotted parking spaces attached of the Unit.
- (15) The Applicant understands that the Company shall treat 15% (Fifteen percent) of the Total Consideration to be paid by the Applicant as per the Payment Plan as Earnest Money to ensure fulfillment, by the Applicant of the Terms and Conditions as contained herein and as may be contained in the Buyer's Agreement.
- (16) In the event, the Applicant choose to cancel this Application and/or Buyer's Agreement or is in breach of any Terms & Conditions including but not limited to, send the duly signed copy of Buyer's Agreement within 30 days of receipt of the same, the Company will be released and discharged of all liabilities and obligations under this Application and/or Buyer's Agreement. Pursuant to any of the conditions aforesaid, the Applicant understands that the Company at any stage shall have the right to resell the Unit to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit. On happening of such event, the Company will refund to the Applicant the amount paid by the Applicant, without any interest after deducting the Earnest Money along-with dues and interest, if any, payable by the Applicant. The Applicant agrees that in case of such cancellation, refund shall be made only after realization of such refundable amount on further sale/resale of the Unit to any third party.
- (17) In the event that the Company intends to increase the proposed number of Unit in one or more Building(s) in the Project, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant agrees and acknowledges that he/she has no objection to the same.
- (18) The Company has represented and the Applicant(s) has/have specifically agreed and acknowledged that the Company is in the process of obtaining consent and approval in respect of the building plan(s) from DTCP, Haryana/DTP, Gurgaon. However, the Applicant has seen and accepted the tentative building plans, designs, specifications, location of the Buildings/Unit plans all of which have been duly prepared by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of competent authority(ies). The Applicant(s) has, in token of his/her acceptance of various plans of the Unit signed this application and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after sanction of the lay out plans and the building plans of the Unit in the Project, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Unit in the Project. However, in case of any major alteration/modification resulting in +10% (ten percent) change in the Super Area of the Unit, the Company shall intimate to the Applicant in writing such change, if any, along with the change in the Total Consideration of the Unit to be paid by him/her and the Applicant(s) shall inform the Company, in writing, his/her consent or objections to such changes within 30 (thirty) days from the date of such notice failing which the Applicant shall be deemed to have given his/her consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall without any interest, after deducting the Earnest Money and other dues and charges refund the balance amount to the Applicant(s). The Applicant confirms and agrees to pay increase in Total Consideration in case Super Area of the Unit is increased. The Company shall refund (without any interest) or adjust any refund which becomes due and payable to the Applicant(s) on account of reduction in the Super Area. It is agreed that the rate at which the booking is done shall be the sole criteria of determining the payment/refund.
- (19) If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, or denies the grant of necessary approvals for the Project or buildings comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any suit/writ before a competent Court and the Company voluntarily decides to abandon, after the provisional/final allotment, is unable to deliver the Unit, the Applicant confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever in this regard.
- (20) The Company shall make all efforts to handover possession of the Unit (which falls within ground plus four floors tower/building) within a period of thirty (30) months from the date of commencement of construction, and for the Unit (which falls within ground plus thirteen floors tower/building) within a period of thirty six (36) months from the date of commencement of construction, subject to certain limitations as may be provided in the Buyer's Agreement and timely compliance of the provisions of the Buyer's Agreement by the Applicant. The Applicant agrees and understands that the Company shall be entitled to a grace period of three (3) months, for applying and obtaining the occupation certificate in respect of the Unit and/or the Project.
- (21) Subject to the terms as stated in clause 20 herein above, in the event the Company fails to deliver the possession of the Unit to the Applicant within the stipulated time period and as per the terms and conditions of the Buyer's Agreement, then the Company shall pay, to the Applicant, compensation at the rate of Rs. 5/- (Rupees Five only) per sq. ft. of the Super Area of the Unit per month for the period of default, subject to the Applicant having fulfilled his part of the obligations as per the terms of allotment/Buyer's Agreement.
- (22) In the event of the failure of the Applicant to take the possession of the Unit upon being intimated about the same by the Company and in the manner as specifically described in the Buyer's Agreement, the Company shall have the option to cancel the allotment and avail of the remedies as may be stipulated in the Buyer's Agreement or the Company may, without prejudice to its rights under any of the clauses of the Buyer's Agreement, and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the Unit in the manner as stated in that clause on the condition that the Applicant (Unit Allottee on the date of such condonation) shall pay to the Company holding charges at the rate of Rs. 50/- (Rupees Fifty only) per sq. ft. of the Super Area of the Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant understands that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant.
- (23) The Applicant undertakes that upon possession, he shall become the member of association/society of the Unit allottee(s) in the Project, as may be formed by the Company on behalf of the occupants in the Project. The Applicant shall pay the fees, subscription charges thereof and shall complete such documentation and formalities, as may be required by the Company for this purpose, as and when such association is formed. In order to secure adequate provision of maintenance services, till such time, the association/society of the Unit allottee(s) is not formed, the Company shall appoint /nominate a Maintenance Agency to provide services as may be required to maintain upkeep, security etc. of the Project. Further, the Applicant hereby undertakes to deposit with the Company, as per the Payment Plan and to always keep deposited with the said association/society/ Maintenance Agency, as the case may be, Interest Bearing Maintenance Security ("IBMS") at the rate of Rs. 100/- per sq. ft. The Applicant undertakes to enter into a tripartite maintenance agreement with the said association/society/ Maintenance Agency.
- (24) The Applicant(s) shall pay to the Company, as and when demanded, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Unit in favor of the Applicant(s), which shall be executed and got registered upon receipt of the entire consideration as per the Payment Plan, other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Unit and parking space(s) allotted to him/her/them. The Applicant(s) undertakes to get the

- sale deed executed within 60 (sixty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the Competent Authority failing which the Applicant(s) authorizes the Company to cancel the allotment and forfeit the Earnest Money, delayed payment interest etc. and refund the balance price paid by the Allottee(s) without any interest upon realization of money from resale/re-allotment to any third party on behalf of the Land Owners.
- (25) Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Buyer's Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Buyer's Agreement. However, the Company may, in its sole discretion, waive its right to terminate the allotment/agreement and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the possession of the Unit will be handed over to the Applicant only upon the payment, by the Applicant, of all outstanding dues, penalties etc., along with interest at the rate of 24% (Twenty Four percent) p.a. till the date of payment.
- (26) The Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his/her respective Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant(s) or his nominee.
- (27) The Applicant shall pay, from time to time, and at all times, the amounts which the Applicant is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the application for sale and to keep the Company and its agents and representatives, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant. The Applicant further undertakes to indemnify the Company and its agents and representatives and keep harmless and indemnified against any loss, damages, penalties, fines or any other charges levied on the Company, its agents and representatives due to any misrepresentation on the part of the Applicant due to any reason whatsoever.
- (28) It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Unit, it shall be the sole responsibility of non resident Indian/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Buyer's Agreement. Any refund, transfer of security, if provided in terms of the Buyer's Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
- (29) The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the Application/allotment of the said Unit applied for herein in any manner whatsoever. The Company shall issue receipts for payment in favor of the Applicant only.
- (30) The Applicant has specifically acknowledged with the Company that the allotment of the Unit shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Unit and such other conditions as per the applicable laws.
- (31) The Applicant shall not sell, transfer, assign or part with his/her/their/its right, title, or interest, in allotment of the said Unit until 20% of the Total Consideration along with all the dues or charges payable to the Company are paid. The Applicant is/are, however entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Company who may at its sole discretion permit the same on such terms and conditions and charges as it may deem fit. The Applicant shall pay to the Company transfer charges as applicable from time to time in respect of such substitutions or nominations.
- (32) The Applicant shall use and occupy the Unit for residential purposes in such manner and mode as may be provided in the Buyer's Agreement.
- (33) The provisional allotment of the Unit as well as the allotment thereafter of the Unit shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Unit or the Company is unable to deliver possession of the Unit due to a force majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Unit. The Applicant understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money.
- (34) In case of joint Applicant, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant.
- (35) The Applicant shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant.
- (36) The Terms and Conditions mentioned herein shall be in addition to the terms and conditions of the Buyer's Agreement. However, in case of any contradiction between the Terms and Conditions mentioned herein and terms and conditions specified in the Buyer's Agreement, the terms and conditions specified in the Buyer's Agreement, shall supersede the Terms and Conditions as set out herein.
- (37) All or any dispute arising out of or touching upon or in relation to the terms of this Application / provisional allotment letter or its termination, 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 or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Company, shall hold the arbitration proceedings at the registered office of the Company in New Delhi. The Applicant hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected with the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The Courts at Gurgaon shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/or concerning this Application, regardless of the place of execution or subject matter of this Application.

I/We have fully read and understood the Terms and Conditions and agree to abide by the same. I/We understand that the Terms and Conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Buyer's Agreement, which shall supersede the Terms and Conditions, to the extent of conflict or inconsistency, set out in this Application. I/We are fully aware that it is not incumbent upon the Company to send out notices/reminders in respect of my/our obligations set out in this Application and I/we shall be liable for any default committed by me/us in abiding by the Terms and Conditions. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money, as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/ our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the Terms and Conditions set out in this Application, I/we shall be left with no right, title interest or lien on the Unit applied for and/or allotted to me/us in any manner whatsoever.

Date \_\_\_\_\_

1. \_\_\_\_\_

Place \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Signature of the Applicant(s)

## **Documents to be submitted along with the application form**

### **Resident of India:**

- Copy of PAN card.

### **Photographs in all cases.**

### **Partnership Firm:**

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

### **Private Limited & Limited Company:**

- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

### **Hindu Undivided Family (HUF):**

- Copy of PAN card of HUF.
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

### **NRI/Foreign National of Indian Origin:**

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the allottee.
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.