

**Application for Registration of Expression Of Interest in  
The Commonwealth Games Village - Residential Complex**

COMMONWEALTH  
GAMES VILLAGE

2010

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# COMMONWEALTH GAMES VILLAGE 2010

## Application for registration of expression of interest for allotment of a 2BR/3 BR/4BR/5BR Apartment in “The Commonwealth Games Village” Complex situated off National Highway 24, adjacent to Akshardham Temple at NOIDA Crossing, Delhi.

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

Date \_\_\_\_\_

### **Emaar MGF Construction Private Limited**

1<sup>st</sup> Floor, ECE House  
28, Kasturba Marg,  
New Delhi 110 001  
India

Dear Sirs,

I/We wish to register my/our expression of interest (“EOI”) for the allotment of the residential apartment no. \_\_\_\_\_ in Block \_\_\_\_\_ having super area of \_\_\_\_\_ sq. ft and the carpet area whereof shall not be less than 65% (**sixty five percent**) of the super area (hereinafter referred to as “**the Apartment**”) in the forthcoming residential project viz. “The Commonwealth Games Village” (“**the Project**”) to be constructed and developed by Emaar MGF Construction Private Limited (hereinafter referred to as “**the Company**” which expression shall mean to include any successors, assigns and associates of Emaar MGF Constructions Private Ltd), being the Project Developer, of the facility for housing the teams participating in the Commonwealth Games 2010 on the site comprising of 11 hectares of land under the ownership and possession of the Delhi Development Authority (hereinafter referred to as “**DDA**”) situated off National Highway 24, adjacent to Akshardham Temple at NOIDA Crossing, Delhi (hereinafter referred to as “**the Project Land**”).

I/We hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide Demand Draft(s)/Pay Order(s)/Banker’s Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of “**Emaar MGF Construction Private Limited - CWGV**” as the registration/booking amount (hereinafter referred to as “**Booking Amount**”). All further payments as may be required to be made upon allotment of the Apartment to me/us will be in accordance with the requirement/time lines fixed by the Company.

I have read and understood the terms of allotment of the Apartment, and having conducted a full and complete Due Diligence on the legality and otherwise of the Project and the Residential Apartments build there under, I wish to make this application for registration of my Expression of Interest for the allotment of the afore-stated Apartment. I further agree and confirm my understanding that the Allotment of the Apartment by the Company is being made on First Come First Serve basis and if I am not the first applicant of the afore-stated Apartment, my registration application for EOI is liable to be rejected and returned back to me as per the terms contained herein.

I/We agree and understand that the Apartment, upon completion of the Project shall be first used for the purpose of housing the teams participating in the Commonwealth Games 2010. Upon allotment of the Apartments, the possession of and freehold rights in the Apartment and the proportionate undivided share in the land underneath the building in which the Apartment is

comprised (hereinafter referred to as **“the Building”**) shall be handed over to me/us after a minimum period of 6 (six) months, from the date of handover of the apartments back to the Company, by the organizing committee of the Commonwealth Games (hereinafter referred to as **“the Organizing Committee”**), after the conclusion of the Commonwealth Games. If the Organizing Committee hands over the vacant possession of the Apartment to the Company at an earlier date, then it will be the endeavour of the Company to hand over the possession of the Apartment to successful allottees as soon as possible.

I/We agree and understand that this application only constitutes an offer/registration of EOI and is not an acknowledgement or promise of any allotment or any agreement to sell. I/we also understand and verily agree that I/we do not become eligible entitled to the allotment of the Apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered by me/us as EOI to the Company with this application.

I/We agree that the EOI in the Apartment in the Project shall become definitive only after the completion of the process of allotment and upon issuance of a final communication in such regard by the Company, in writing which shall be subject to the terms and conditions as may be stipulated by the Company at the time of allotment. I also agree and understand that the application for EOI made by me cannot be utilized for allotment of any other Apartment and my/our application is for a specific Apartment as stated hereinabove, subject to the availability of the same.

It is also hereby clarified that the allotment of the Apartment is subject to my/our agreeing to such terms and conditions as contained in **Schedule-I** to this application, which forms an integral part of this application. I agree that Schedule I enclosed with this letter contains the indicative terms and conditions with a view to acquaint me/us with some of the terms and conditions as will be more comprehensively set out in the buyer’s agreement, which is to be entered into between me/us and the Company in the format that may be/is provided by the Company (hereinafter referred to as **“the Buyer’s Agreement”**).

In the event of the Company accepting my/our application to allot the Apartment, and the Company issues a firm allotment letter to us, I/we agree and undertake to pay regularly and timely, all payments towards the agreed value/sale consideration of the Apartment by installments including any and all other monies/dues as may be stipulated in the Payment Plan as explained to me by the Company and fully understood by me /us.

I/We agree to execute all the documents/deeds that may be provided by the Company or as may be necessary for the allotment and transfer of the Apartment in the Project and shall strictly adhere to all the terms and conditions stipulated by the Company herein or in the Buyers Agreement .

The Apartment shall be deemed to be finally allotted to me only after the execution and due registration of the Buyer’s Agreement and after due and proper completion of all my/our obligations and liabilities towards the Company as set forth herein or as may be contained in the Buyer’s Agreement.

I/We agree that the registration of EOI and subsequent allotment of the Apartment is at the sole discretion of the Company and in case the Apartment is not allotted to me/us for any reason whatsoever, I/we shall have no objections or claims for any damages and I hereby waive all my rights in respect thereof including any right to challenge/contest the said non allotment in a court of law. Company shall refund the amount deposited herein to me/us without any interest within 30(thirty) days from the date of notice regarding non-acceptance/rejection of application for registration of EOI,.

It is verily agreed and understood that if I/we fail to execute and deliver the Buyer’s Agreement to the Company within a period of 30 (thirty days) of its despatch by the Company through Registered Post/Courier or by hand delivery, then the allotment done in our/my favour, if at all any, shall be treated as cancelled automatically without any further reference to me/us or recourse, and all the sums/monies paid/deposited by me/us with the Company shall be refunded by the Company without any interest, claim or charges whatsoever, after deducting the earnest money equivalent to 10 % of the sale price of the Apartment.

**Payment Plan Opted: Down Payment/Installment**

1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of **"EMAAR MGF CONSTRUCTION PRIVATE LIMITED - CWGV"** \_\_\_\_\_ payable at New Delhi.
2. Allotment to Non Resident and National 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.
4. I agree that the sale price/total consideration of the Apartment sought by me is fair and is based on market conditions. I also agree that a similar Apartment may have been sold/allotted by the Company at a different price/consideration and such difference in price is duly accepted by me willingly.

Declaration:

I/We, the Applicant(s), do hereby declare that my/our EOI for the allotment of the specific Apartment to the Company is irrevocable and the particulars/details/information provided by me/us herein below is true and correct to the best of my/our knowledge, record and belief. In case of any information being found to be false, partly or in whole the Company shall have the unconditional right to cancel/reject my/our application and forfeit the Booking Amount paid by me/us in terms of this application.

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

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

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

**PERSONAL DETAILS FORM**

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

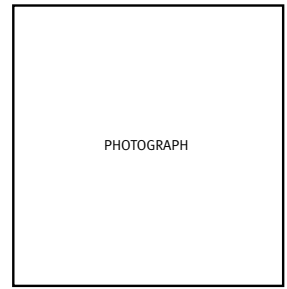
Telephone   Mobile

Fax

Email  Age

Residential Status (Tick one) Resident  Non-Resident  Passport No.

Income Tax Permanent Account No.  Nationality



Second Applicant

Son of/Daughter of/Wife of

Mailing Address

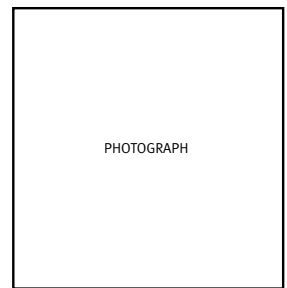
Telephone   Mobile

Fax

Email  Age

Residential Status (Tick one) Resident  Non-Resident  Passport No.

Income Tax Permanent Account No.  Nationality



Third Applicant

Son of/Daughter of/Wife of

Mailing Address

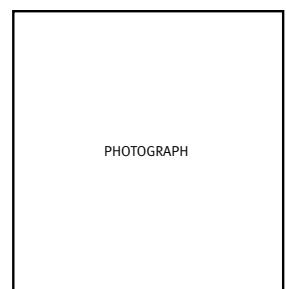
Telephone   Mobile

Fax

Email  Age

Residential Status (Tick one) Resident  Non-Resident  Passport No.

Income Tax Permanent Account No.  Nationality



## DETAILS OF UNIT REQUIRED AND PROVISIONAL REGISTRATION

Type \_\_\_\_\_ Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_  
Tower/Building No. \_\_\_\_\_ Super Area of Unit \_\_\_\_\_ Square Metre \_\_\_\_\_ Square Feet \_\_\_\_\_  
Parking Space(s) Nos. \_\_\_\_\_

### UNIT PRICE

- Basic Price @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Parking Space Charges Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) @ Rs \_\_\_\_\_ each aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**PAYMENT PLAN OPTED:** DOWN PAYMENT  INSTALLMENT

- Note:**
1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of **EMAAR MGF Construction Private Limited - CWGV** 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

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

Date \_\_\_\_\_

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

Place \_\_\_\_\_

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

### FOR OFFICE USE ONLY

Application : Accepted/Rejected

#### Provisional Registration of Unit

Type \_\_\_\_\_ Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_  
Tower/Building No. \_\_\_\_\_ Super Area of Unit \_\_\_\_\_ Square Metre \_\_\_\_\_ Square Feet \_\_\_\_\_  
Parking Space(s) Nos. \_\_\_\_\_

- Basic Price @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Parking Space Charges Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) @ Rs \_\_\_\_\_ each aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- Payment Plan \_\_\_\_\_
- Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details \_\_\_\_\_
- Special Instructions/Remarks \_\_\_\_\_

Signature (Receiving Officer)

Signature (Inventory)



## SCHEDULE-I

### INDICATIVE TERMS AND CONDITIONS FOR ALLOTMENT OF AN APARTMENT IN “THE COMMONWEALTH GAMES VILLAGE” RESIDENTIAL PROJECT OF EMAAR MGF CONSTRUCTION PRIVATE LIMITED (“the Company”) SITUATED OFF NATIONAL HIGHWAY 24, ADJACENT TO AKSHARDHAM TEMPLE AT NOIDA CROSSING, DELHI.

The terms and conditions given below are only indicative to enable the Applicant acquaint himself with the terms and conditions as will be comprehensively set out in the Buyer’s Agreement which, upon execution, shall incorporate by reference the terms and conditions set out herein below.

1. The applicant (“**Applicant**”) has made this application for allotment of an apartment in “The Commonwealth Games Village” residential project (“**the Project**”) after acquainting himself of the complete details and information relating to or in connection with the Project and subject also to all the laws/ notifications and rules applicable to the Project in general and the Project Development Agreement dated 14.09.2007 executed between the DDA and the Company (hereinafter and hereinbefore referred to as “**the Project Development Agreement**”).
2. The Applicant acknowledges that he has, as is prudently required, conducted a full and complete Due Diligence in relation to the Project and the Residential Apartments contained in the Commonwealth Games Village and has verified himself all the necessary and relevant information, documents/ papers including the Project Development Agreement for the development of the Project and is aware of the issues relating to the ownership of the site of the Project, the condition of the site, condition of soil and sub-soil, access to the site etc., and is fully satisfied about the right and interest of the Company in the land on which the Project is being developed. The applicant has also understood all limitations and obligations in respect of the project and the Apartments. The Applicant has fully satisfied himself with all the aspects of the Project information as also the details pertaining to any liens and encumbrances around the Project and Apartment and represents that after having satisfied himself, he has willingly and freely chosen to make the application for the allotment of an Apartment..
3. The Monitoring Committee formed by DDA has, carried out a draw of lots and has identified the set of blocks in which the apartments falling to the share of the Company shall be comprised and also consequently identified the apartments, which identification of blocks and apartments, has been duly accepted by both DDA and the Company by marking the said blocks and **apartments** clearly in a different/separate colour on the building plan of the Project or floor plan of all buildings comprised in the Project and the same are numbered as :  
Block \_\_\_\_\_ Apartment No. \_\_\_\_\_
4. The Company has informed DDA in writing that it is commencing the sales of the apartments falling to its share in terms of the Project Development Agreement.
5. From the Blocks of Apartment falling in the share of the Company, the Apartment No. \_\_\_\_\_ in Block No. \_\_\_\_\_ of the Commonwealth Games Village is being requested /sought to be allotted to the Applicant, if available for allotment. The Apartment shall have a super area of \_\_\_\_\_ sq.ft and the carpet area thereof shall not be less than 70% (seventy percent) of the super area. The Applicant shall pay the sale consideration of the Apartment and other charges calculated and as detailed in the informative Annexure hereinabove, which is understood to include the super area of the Apartment and pro rata share of the common areas and facilities in the proposed residential building in which the Apartment is comprised (hereinafter referred to as “**the Building**”) as may be more specifically provided in the Buyer’s Agreement, which may be located anywhere in the said proposed residential complex, at the sole discretion of the Company. It is clearly understood by the Applicant that the calculation of the super area of the Apartment shall be on the basis of the sum of the area of the Apartment and its pro-rata undivided share in the common areas and facilities within the Building. It is clarified that the super area mentioned in these indicative terms and conditions is tentative and the definition of super area, if required may further be elaborated and explained in the Buyer’s Agreement and upon execution of the Buyer’s Agreement, the method of calculation of super area of the Apartment stated therein shall be binding upon the parties to the Buyer’s Agreement.
6. In addition to the super area of the Apartment, though not forming a part of the computation of super area for which sale consideration is charged, the Applicant shall upon the allotment of the Apartment, have the ownership of undivided proportionate share of the land underneath the Building only calculated in the ratio of super area of his Apartment to the total super area of all the apartments in the Building only, as may be so determined by DDA. The rights stated hereinabove may be passed on by DDA to successful Allottees of the Apartments. The Applicant confirms and represents that the Company has not indicated/promised/represented/given impression of any kind, in an explicit or implicit manner, whatsoever, that the Applicant shall have any right, title or interest of any kind whatsoever, in:
  - (i) any ‘lands’, ‘buildings’, ‘common areas and facilities’ and ‘convenience shopping centre’ outside the Building;
  - (ii) ‘the club, tennis court, basketball court, swimming pool etc. within the site of the Project as per the layout plan available for inspection at the office of the Company, hereinafter collectively referred to as “**the Recreational Facilities**” and ‘common amenities’ outside the land underneath the Building unless otherwise specifically provided herein or in the Buyer’s Agreement; and,
  - (iii) sporting facility and swimming pool outside the site of the Project,and further represents and confirms that he has not made payment, of any nature whatsoever, towards the same.
7. (a) It is made clear by the Company and understood by the Applicant that all rights, title and interest in the Project Land, other than:
  - (i) the right title and interest in the apartments falling to the share of the Company;
  - (ii) the proportionate undivided land underneath the buildings in which the apartments falling to the share of the Company are comprised;
  - (iii) the right of usage of reserved car parking spaces (hereinafter referred to as “**Parking Space(s)**”) specifically allotted and assigned to the Applicant and all the other allottees/applicants of the Project;
  - (iv) the right of usage of ‘common areas and facilities’ granted to the Applicant and all the other allottees/applicants of the Apartments in the Project; and
  - (v) the right, title and interest of the Company in the convenience shopping centre falling to the share of the Company alongwith the proportionate undivided land underneath the building in which the convenience shopping centre falling to the share of the Company is comprised,shall vest solely with DDA in terms of the Project Development Agreement and DDA shall, have the sole and absolute authority to deal with such

land(s), and common areas and facilities, in any manner whatsoever, including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi- Government, any other authority, body, any person, institution, trust and/or any local body(ies), which DDA may, in its sole discretion, deem fit and the Applicant shall have no claim whatsoever with respect to the same.

- (b) It is made clear by the Company and understood by the Applicant that all rights, title and interest of the Company in the convenience shopping centre falling to the share of the Company alongwith the proportionate undivided land underneath the building in which the convenience shopping centre falling to the share of the Company is comprised, shall vest solely with the Company in terms of the Project Development Agreement and the Company shall, subject to the terms of the Project Development Agreement, have the sole and absolute authority to deal with the same in any manner whatsoever, including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any person(s), which the Company may, in its sole discretion, deem fit and the Applicant shall have no claim whatsoever with respect to the same.
- (c) The Company, relying on this specific undertaking of the Applicant in this application may agree to allot the Apartment and this undertaking shall survive and remain binding throughout the occupancy of the Apartment by the Applicant, his legal representatives, successors, administrators, executors, assigns etc.
8. The allotment of the apartments to all the Applicants shall be made on a first cum first serve basis. Some apartments shall attract preferential location charges as may be so fixed and determined by the Company, which the Applicant agrees to pay and remain liable for without any demur or protest.
9. The Apartment applied for, along with the Building, and all other areas/portions of the Project, shall be subject to the Delhi Development Authority Act, 1957 (hereinafter referred to as **"the DDA Act"**) or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each apartment owner therein, as specified by the Company in compliance of the DDA Act, shall be conclusive and binding upon all the owners of the apartment(s) and the Applicant confirms that his right, title and interest in the concerned Apartment in the Project shall be limited to and governed by what is specified by the Company. In this regard, it is made clear by the Company and fully understood by the Applicant that this application, does not, in any manner whatsoever confer upon the Applicant, any right, title or interest in any land (other than the proportionate undivided share in the land underneath the Building), buildings, Recreational Facilities, common amenities and facilities and convenience shopping centre within the Project Land, unless specifically granted in his favour in terms of the Buyer's Agreement. It is made clear that DDA shall be the sole owner of all land and proportionate undivided share of the land underneath the Buildings falling to the share of DDA in the Project Land, including all common amenities and facilities within the Project and sports facility and swimming pool outside the site of the Project, and the Company shall be the sole owner of the convenience shopping centre. DDA and the Company shall be entitled to deal with their respective shares in any manner whatsoever, at their sole and absolute discretion, in terms of the Project Development Agreement and the Applicant shall have no claim whatsoever of any nature therein.
10. The Company has made it specifically clear to the Applicant and after having fully satisfied himself, the Applicant has understood that the computation of the sale consideration of the Apartment does not include any element of recovery or payments towards land, development, running and operation of common amenities and facilities like convenience shopping centre or any other conveniences, community buildings/sites, Recreational Facilities within the Project Land and 'sports facility and swimming pool outside the site of the Project' as well as recovery of payment towards maintenance charges of any kind by the Company from the Applicant in any manner. Further, the Applicant fully understands that DDA and/or the Company is free to deal with the same at their sole and absolute discretion in terms of the Project Development Agreement. As regards payment of maintenance charges, the Applicant shall not raise any claim against payment of maintenance charges payable by the Applicant to the association of apartment allottees, the Company or the Residents Welfare Association, as the case may be, from the date of notice given by the Company to the Applicant for taking over the possession of the Apartment.
11. The right of usage of sports facility including swimming pool planned to be developed outside the site of the Project by the DDA/Organizing Committee of the Commonwealth Games Village shall be available through membership only to the Applicant and not to the subsequent purchasers on terms and conditions as laid down by DDA, provided the application for the same is made within the stipulated time and in the prescribed manner. It is further clarified that only 1 (one) membership shall be provided to each residential apartment. The Applicant authorises DDA to formulate, at their sole discretion, appropriate management structure and policies, rules and regulations for the said sports facility. Upon intimation, by DDA, of the formalities to be complied with in this regard, the Applicant undertakes to fulfill and abide by the same. It is understood that the said sports facility usage shall be limited to only the occupants of the apartments in the Project and the Company may make suitable provision of covenants to this effect in the necessary documents (including but not limited to the Buyer's Agreement), which would be faithfully complied with by the Applicant without raising any objection whatsoever.
12. The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, all government rates, taxes, cess, charges, of all and any kind by whatever name called including any levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future, on the Project (in proportion to the super area of the Apartment) or the Apartment, as the case may be, as assessable/applicable from the date of application of the Applicant. 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 consideration of the Apartment and the Company shall continue to have lien on the Apartment of the Applicant equivalent to the unpaid value and all other additional charges and taxes, interest etc. till the complete recovery of such outstanding charges.
13. The sale consideration given in the Payment Plan is exclusive of the external development charges (EDC), if any, pro-rated per apartment on the basis of its super area as applicable to this Project. In case of imposition of EDC and its upward revision thereof by DDA or any Government agencies/authorities in future, the same shall also be payable by the Applicant on pro-rata basis. The proportionate amount of EDC and all statutory and non-statutory charges levied by DDA or any other governmental authority, if any, shall be payable by the Applicant over and above the sale consideration payable by the Applicant for the Apartment.
14. The rate 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 not exceeding \_\_\_\_\_ KVA per apartment, in addition to that for the common areas and services. However, D.G. Set capacity calculation shall take into account suitable overall diversity of \_\_\_\_\_% (\_\_\_\_\_ percent). The cost of the Apartment does not include the cost of electric and water meter etc., which shall be got installed by the Applicant at his 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 allottees of apartments in the Project as determined by the Company in its absolute sole discretion.
15. Electricity charges levied by the BSES Yamuna Power Limited ("BYPL") or any successor entity, water consumption charges levied by the Delhi Jal Board (DJB) and fuel expenses for using the power back up/DG sets shall be borne by the Applicant on actual basis including administrative costs and payment made thereon directly by the Applicant to the concerned authorities and the DG set consumption charges to the Maintenance Agency.



16. It is made clear to the Applicant that the total sale consideration of the Apartment is inclusive of \_\_\_\_\_ (\_\_\_\_\_) reserved Parking Space(s) valued at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for each car Parking Space aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) allotted to him for his exclusive use. As the reserved car Parking Spaces are an integral amenity of the Apartment and the Apartment along with 1(one)/2(two)/3(three) car Parking Space(s) for 2BR/3BR and 4BR/5BR shall form one single indivisible unit and the Applicant undertakes not to sell/transfer/deal with the allotted reserved car Parking Space(s) independent of the Apartment. The Apartment alongwith \_\_\_\_\_ (\_\_\_\_\_) reserved car Parking Space(s) shall be treated as one indivisible single unit for all purposes.
17. It is made clear by the Company and understood by the Applicant that 50(fifty) car parking spaces in the Project shall be reserved for visitors and all rights including the ownership rights of same shall vest solely with DDA in terms of the Project Development Agreement and DDA shall, subject to the terms of the Project Development Agreement, have the sole and absolute authority to deal with the same in any manner, which it may deem fit in its sole discretion and the Applicant shall have no claim whatsoever with respect to the same.
18. Out of the amount(s) paid/payable by the Applicant towards the sale consideration, the Company shall treat 10% (Ten percent) of the sale consideration as earnest money (hereinafter referred to as “**Earnest Money**”) to ensure due and proper compliance, by the Applicant of his obligations as also the terms and conditions as contained herein or/and as may be contained in the Buyer’s Agreement.
19. Should the Applicant choose to cancel the EOI or booking or surrender the Apartment allotted to him at any stage, the Earnest Money, being 10% (Ten percent) of the sale consideration, along with any other amounts of non-refundable nature, shall stand forfeited. The Applicant hereby authorizes the Company to forfeit the Earnest Money, being the sum equivalent to 10% (Ten percent) of the sale consideration, along with any other amounts of non-refundable nature in the abovementioned case as also in case of failure by the Applicant to sign and return to the Company, the Buyer’s Agreement within 30 (thirty) days from the date of its dispatch by the Company.
20. The Applicant has seen and accepted the proposed building plans, designs, proposed specifications, location of the apartments/buildings/floor plans and other terms and conditions, all of which are likely to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of DDA and/or the competent authority or at the sole and absolute discretion of the Company.
21. The Applicant has, in token of his acceptance of various plans of the Project, signed this application and the Applicant shall not raise any dispute/claim against the Company and/or DDA in this regard. In certain special circumstances, even after the lay out plans and the building plans of the Project have already been sanctioned, the Company may, at its sole and absolute discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company to the lay out plans and the building plans of the Project. The Applicant confirms that any increase or reduction in the super area of the Apartment shall be payable or refundable (without any interest) at the per sq. ft. sale consideration as mentioned in this application.
22. It is clarified that the terms of sale of the Apartment shall always be subject to the terms, conditions and covenants of the Project Development Agreement, the conveyance deed provided by the DDA and all applicable laws thereto. It is further clarified that the conveyance deed has not been provided by DDA to the Company at this stage and hence, the Company is not in a position to make the same available for inspection at this stage and the Applicant is advised to make its own enquiries in this regard.
23. The Company and DDA shall have the right to effect suitable necessary alterations in the layout plans and building plans of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position/location of Apartment, change in the no. of the Apartment, change in the dimensions or change in the area of the Apartment, etc. and to implement any or all of the above changes, supplementary agreement(s), if necessary, may be executed. If as a result of any or all of the above changes, there is any increase/decrease in the super area of the Apartment, the rate per sq. ft. and other charges as stated in these terms and conditions will be applicable to the changed area i.e. at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the super area, the Company shall be liable to refund to the Applicant without interest, only the excess sale consideration and other proportionate charges recovered or shall be entitled to recover from the Applicant, the additional sale consideration and other proportionate charges without interest, as the case may be.
24. The Applicant understands and agrees that the Apartment shall be used for the purpose of housing the teams participating in the Commonwealth Games to be held in Delhi in October 2010 and the possession of the Apartment shall be handed over and the freehold rights in the Apartment and the proportionate undivided share in the land underneath the Building shall be transferred to the Applicant after a minimum period of 6 (six) months from the date of handover of the apartments (falling to the share of the Company in terms of the Project Development Agreement), back to the Company, by the Organizing Committee, after the conclusion of the Commonwealth Games. Company will give the possession of the Apartment earlier if the same are released to the Company earlier by the Organizing Committee.
25. Subject to certain limitations as may be provided in the Buyer’s Agreement and the timely compliance of the provisions of the Buyer’s Agreement by the Applicant, the Company shall make all efforts to handover possession of the Apartment within a period of 6 (six) months from the date of handover of the apartments (falling to the share of the Company in terms of the Project Development Agreement) back to the Company, by Organizing Committee, after the conclusion of the Commonwealth Games. The Applicant confirms that in case of any delay on part of the Organizing Committee in the handover of the apartments to the Company, the Company shall not be held liable for any consequent delay in handing over possession of the Apartment to the Applicant.
26. 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 matter relating to such approvals, permissions, notices, notifications by the competent authority(ies) become the subject matter of any suit/writ before a competent court and the Company, after the allotment, is unable to deliver the Apartment, the Applicant confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant, waiving his rights agrees to not to raise any dispute or claim whatsoever in this regard.
27.
  - a. In the event the Company fails to deliver the possession of the Apartment to the Applicant within the stipulated time period and as per the terms and conditions of the Buyer’s Agreement for reasons other than those set out in paragraph 29 and 30 hereinabove or other than the reasons attributable to any default on part of DDA or due to force majeure, 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 Apartment per month for the period of default subject to the Applicant having fulfilled his part of the obligations as per the terms and conditions of allotment/Buyer’s Agreement.
  - b. In the event of the failure of the Applicant to execute the conveyance deed with regard to the Apartment and/or expresses his inability, or refuse or deny to take over the possession of the Apartment 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 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 in taking over the Apartment in the manner as stated in that clause on the condition that the Applicant (Apartment allottee on the date of such condonation) shall pay, to the Company, holding charges at the rate of Rs. 5/- (Rupees Five

only) per sq. ft. of the area of the Apartment per month for the entire period of such delay. The Company shall be free to withhold the execution of Buyers Agreement (lets be consistent please is using one term only) in favour of the Applicant or handing over for occupation and use of the Apartment 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.

28. The Company shall permit the Applicant to carry out interior works after taking over possession of the Apartment to be carried out in such a manner so as not to cause any undue nuisance, annoyance or disturbance to the other occupants of the apartments in the Project. It is made clear to the Applicant that the interior fitouts/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no interior fitouts/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant further understands that such interior fitouts/works in the Apartment shall not cause any damage to the Building and the existing structure/systems installed by Company in the Project and the internal air-conditioning, electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Apartment by the Applicant shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the Building and/or the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Company the costs of rectification thereof.
29. Notwithstanding anything contained elsewhere in these terms and conditions or this application, it is expressly understood that the installments as stipulated in the Payment Plan payable in respect of the Apartment shall continued to be paid without any delay demur or protest by the Applicant, irrespective of any issues between the Applicant and the Company with respect to any matter contained herein or in the Buyer's Agreement.
30. The Applicant undertakes that, upon allotment, he shall become the member of the residents welfare association formed for the operation and maintenance of the apartments in the Project, as may be formed by the Company and DDA in terms of Clause 8.14.1 of the Project Development Agreement ("Residents Welfare Association") and shall also complete such documentation and formalities, as may be required by the Company and / or DDA for this purpose. The allotment of the Apartment shall be subject to strict compliance of community rules and regulations that may be made by the Company/DDA for occupation and use of the Apartment and more specifically set out in the Buyer's Agreement.
31. In order to secure adequate provision of maintenance services by the Residents Welfare Association, formed by the allottees of apartments in the Project or such other agency/body as may be appointed by Residents Welfare Association, in addition to due performance of the Applicant in paying promptly the maintenance bills and other charges, the Applicant hereby undertakes to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the Residents Welfare Association, an Interest Free Security Deposit ("IFSD") to be calculated at the rate of Rs. 100/- (Rupees One Hundred only)/- per sq. ft. of the super area of the Apartment. However, the rate of IFSD provided hereinabove is tentative and subject to approval of DDA. Further, the Applicant, upon handing over of possession of the Apartment by the Company to the Applicant, hereby undertakes to enter into a maintenance agreement with the society/maintenance agency as may be appointed by the Residents Welfare Association. The Applicant undertakes to pay the maintenance bills monthly/quarterly, as raised by the said Residents Welfare Association or the said maintenance agency from the date of the certificate for occupation and use, granted by the competent authority on pro-rata basis, irrespective of the fact whether the Applicant is in occupation of the Apartment or not.

In case of failure of the Applicant to pay the maintenance bill or other charges on or before the due date, the Applicant, in addition to permitting the said Residents Welfare Association or the said maintenance agency or the Company to deny him the maintenance services, also authorises the said Residents Welfare Association or the said maintenance agency or the Company to adjust the principal amount of the IFSD against such default. If due to such adjustments in the principal amount, the IFSD falls below the agreed sum of 100 per sq. ft. of the super area of the Apartment, then the Applicant hereby undertakes to make good the resultant shortfall within 15 (fifteen) days of demand made by the Residents Welfare Association/maintenance agency/Company. Further, the Residents Welfare Association/maintenance agency/Company shall always have the right to increase IFSD from time to time in keeping with the increase in the cost of maintenance services and the Applicant undertakes to pay such increase within 15 (fifteen) days of demand by the Residents Welfare Association/maintenance agency/Company, failing which the Residents Welfare Association/maintenance agency/Company may stop providing the maintenance services to the Applicant's Apartment and also take recourse to such legal action, as it may deem fit, to recover its dues.

The Company reserves the right to transfer the amount of IFSD to the Residents Welfare Association/maintenance agency, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Applicant at any time and thereupon, the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Apartment/common areas to the Residents Welfare Association//maintenance agency.

It is made specifically clear that this condition relating to IFSD as stipulated in this clause shall survive the execution of the conveyance deed in favour of the Applicant and the Company/Residents Welfare Association/maintenance agency shall have first charge/lien on the Apartment in respect of any such non-payment of shortfall/increase, as the case may be.

32. The Applicant has specifically confirmed to the Company that the allotment of the Apartment shall be subject to strict compliance of a code of conduct that may be determined by Residents Welfare Association/maintenance agency/Company for occupation and use of the Apartment and such other conditions as the Residents Welfare Association/maintenance agency may deem fit from time to time, which may include but shall not be limited to usage of the Apartment, operation hours of various maintenance services, general compliances for occupants of the Apartment, regulation as to entry/exit of the visitors, invitees, guests, security, interiors fitouts, etc. It is abundantly clarified that the said code of conduct is always subject to change by the Residents Welfare Association/maintenance agency /Company.
33. The Applicant shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Apartment in favour of the Applicant, which shall be executed and got registered within the stipulated period and upon receipt of the full sale consideration, other dues and the said charges and expenses as may be payable or demanded from the Applicant in respect of the Apartment and car Parking Space(s) allotted to him. In case the Applicant fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale consideration paid by the Applicant towards the said penalty for charges and expense and the Applicant shall forthwith deposit the shortfall in the sale consideration so caused together with interest for the period of delay in depositing the sale consideration so appropriated according to Payment Plan in the manner mentioned in Schedule I hereto. The Applicant undertakes to execute the conveyance deed within 60 (sixty) days from the date of the Company calling upon the Applicant to take over possession of the Apartment after a period of 6 (six) months from the date of handover of the apartments (falling to the share of the Company in terms of the Project Development Agreement) by the Organizing Committee to the Company. It is made clear that the possession of the Apartment would be handed over to the Applicant only upon execution of the conveyance deed with regard to the Apartment, failing which the Applicant authorises the Company to cancel the allotment and forfeit the Earnest Money, delayed payment interest etc. and refund the balance sale consideration paid by the Applicant without any interest upon realization of money from resale/re-allotment to any other party.

34. Time is the essence with respect to the Applicant's obligations to pay the sale consideration as provided in the Payment Plan, along with other payments such as the 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 within the stipulated period failing which he/she shall forfeit, to the Company, the entire amount of Earnest Money, interest (on delayed payment) payable and paid, brokerage, if any, paid, etc. and the allotment/Buyer's Agreement shall stand cancelled and the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Apartment and the car Parking Space(s). The Company shall thereafter be free to resell and/or deal with the Apartment and car Parking Space(s) in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money, processing fee, interest on delayed payment etc. would be refunded to the Applicant by the Company only after realizing such amounts to be refunded on resale but without any interest or compensation of any nature whatsoever. The Company shall have the first lien and charge on the Apartment and car Parking Space(s) against and in respect of all the unpaid dues payable by the Applicant to the Company. It is clearly understood and acknowledged by the Applicant that it shall not be obligatory on part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the Payment Plan or obligations to be performed by the Applicant.
- However, the Company may, in its sole discretion, waive its right to terminate the allotment and/or Buyer's Agreement, and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the possession of the Apartment 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 15% (fifteen percent) p.a. for the first 90 (ninety) days from the due date of installment, as per the Payment Plan. Notwithstanding anything contained herein, the Company shall have the right and authority to cancel the allotment, in case of non-payment of the aforesaid amounts and to forfeit the Earnest Money, if the payments are not made on the due dates.
35. 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 respective Apartment or the receivables, if any, accruing or likely to accrue therefrom, subject to the Apartment being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant or his nominee. The Company/financial institution/ bank shall always have the first lien/charge on the Apartment for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the development of the Project. In case of the Applicant who has opted for long-term installment payment plan arrangement with any financial institutions/banks, the conveyance/sale deed of the Apartment in favour of the Applicant shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/banks.
36. 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 this application and to keep the Company and its agents and representatives, estate and effects, 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.
37. It is made abundantly clear to the Applicant that in respect of all remittances related to acquisition/transfer of the Apartment, it shall be the sole responsibility of non-resident/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 guidelines issued by the Reserve Bank of India, he 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.
38. 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 Apartment applied for herein in any way. The Company shall issue receipts for payment in favour and name of the Applicant/allottee only.
39. The Applicant has specifically acknowledged to the Company that the allotment of the Apartment shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company/DDA for occupation and use of the Apartment and such other conditions as may be prescribed under the applicable laws.
40. The Applicant shall use and occupy the Apartment and car Parking Space(s) only for residential purposes in such manner and mode as may be provided in the Buyer's Agreement.
41. If there is any delay in the delivery of possession of the Apartment or the Company is unable to deliver possession of the Apartment 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 or DDA, the Company shall be entitled to an extension of the time equivalent to the time for which the Force Majeure conditions persisted for handing over of possession of the Apartment. 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 make or prefer any claim whatsoever except that the Company shall, on demand, refund the Applicant's money with simple interest at the rate of 9%(nine percent) p.a. from the date of the completion of such force majeure conditions.
42. In case of joint applicants, all communication shall be sent to the Applicant, whose name appears first to the address given by him in the application, and the same shall, for the all purposes be considered as served on all the applicants and no separate communication shall be necessarily sent to the other named applicant.
43. The Applicant shall inform the Company in writing of any change in the mailing address mentioned in the application, failing which all demands, notices etc. by the Company shall be mailed sent through registered A/D post, to the address given in the application and shall be deemed to have been received by the Applicant.
44. In the event of termination of the Project Development Agreement, the Company shall not be able to allot any apartment to any person, including the Applicant and the Applicant shall accepting such a situation, not raise any dispute or claim to any right, title or interest on the basis of the acceptance of the application and receipt of initial Booking Amount being received by the Company with the application from the Applicant. Further, the allotment of the Apartment is entirely at the discretion of the Company and the Company has a right to reject any application or the allotment, without assigning any reasons for the same and return the amounts received from the Applicant in this behalf.
45. It is specifically clarified by the Company to the Applicant that the Apartment in "The Commonwealth Village" being applied for by way of this application

is non-transferable in nature by the Applicant and the allotment that may be made by the Company shall not be assigned, transferred, nominated or conveyed by the Applicant in any manner without prior written consent of the Company, which consent may be given or denied by the Company in its sole discretion and shall always be subject to applicable laws and notifications or any statutory directions of the Government and shall also be subject to terms, conditions and charges as the Company may impose from time to time in this regard. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations of the Apartment applied for, if so permitted by the Company at its sole discretion. In the event of refusal or denial by the Company for giving permission to the Applicant for assignment, transfer, conveyance or nomination of the Apartment applied for herein, the Applicant has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company is agreeing to consider this application for allotment of the Apartment. However, the Applicant shall be free to sell, transfer, assign or part with his right, title, or interest, in the Apartment only after discharging all the obligations towards the Company undertaken by the Applicant including payment of the entire sale consideration and other applicable charges/dues payable to the Company are fully paid and the execution/registration of deed of conveyance/sale is executed in his favour and the same is registered in accordance with law.

46. The Applicant understands and confirms that the allotment of the Apartment shall not be construed as sale or transfer under any applicable law and the title to the Apartment hereby allotted shall be conveyed and transferred to the Applicant only upon his fully discharging all the obligations undertaken by the Applicant including payment of the entire sale consideration and other applicable charges/dues payable to the Company are fully paid, as mentioned herein or in the Buyer's Agreement and only upon the registration of the conveyance/sale deed in his favour.
47. It is specifically understood by the Applicant that this proposal/application is purely on tentative basis and the Company may, at its sole discretion, decide not to allot any or all apartments to anybody or altogether decide to put, at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this application and receipt of initial token money being received by the Company with this application from the Applicant. Further, the allotment of the Apartment to him is entirely at the discretion of the Company and the Company has a right to reject any application for allotment without assigning any reasons for such rejection.
48. Upon execution of the Buyer's Agreement, the terms and conditions, as set out in the Buyer's Agreement, shall incorporate by reference the terms and conditions as set out herein as additional conditions and in case of any inconsistency between the terms and conditions contained herein and those contained in the Buyers Agreement, the terms and conditions contained in Buyers Agreement shall prevail.
49. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender. It is also clarified that the Company may complete the allotment process of the Apartment either itself or through any of its associates or subsidiaries or group company which succeeds it in the completion of the Project and/or is assigned specific rights for the sale and allotment of the Apartments.
50. Disputes, if any, which may arise between the Parties hereto with respect to this Agreement, or interpretation of terms, or its performance or execution unless resolved mutually shall be referred to Arbitration under the provisions of Arbitration & Conciliation Act, 1996 or any statutory enactments or modifications thereof. The venue of arbitration shall be New Delhi. Company shall nominate the Sole Arbitrator. The Applicant hereby agrees and confirms that he shall have no objection to such appointment even if the person so appointed as the Sole 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 New Delhi shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this application, regardless of the place of execution or submission or the subject matter of this application.
51. The Applicant has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company is agreeing to consider this application for allotment.

I/We have fully read and understood the above-mentioned 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 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 the Buyer's Agreement and I/we shall be liable for any default committed by me/us in abiding by the terms and conditions of set out in this application and/or the Buyer's Agreement. 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 left on the Apartment applied for and/or allotted to me/us in any manner whatsoever.

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

Place: \_\_\_\_\_

- 1.
- 2.
- 3.

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 of 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-parcenor'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.



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