



**APPLICATION FORM**

## **Documents to be submitted along with the Application Form**

It is mandatory to affix passport size photograph of the Applicant in the designated spaces in the Application form for all below mentioned categories:

### **Resident(s) of India:**

- Copy of PAN Card;
- Photograph in all cases;
- Proof of Residence address; and
- Any other document/ certificate as may be required by the Company.

### **Partnership Firm:**

- Copy of PAN Card of the Partnership Firm;
- Copy of Partnership Deed; and
- In case of one of the partners of the Partnership Firm is signing the Application Form on behalf of the other partners, an authority letter from all other Partner(s) authorizing the said Partner to act on behalf of the Partnership Firm.

### **Private Limited Company**

- Copy of the PAN Card of the Private Limited Company;
- Certified true copy of the Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Private Limited Company; and
- Board Resolution authorizing the signatory of the Application Form to buy the property, on behalf of the Private Limited Company.

### **Hindu Undivided Family**

- Copy of PAN Card of HUF

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

- Copy of the Individual's Passport;
- In case of Demand Draft (DD), confirmation from the issuing bank stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant;
- In case of cheque, all payments should be received only from the NRE/NRO/FCNR account of the Applicant or foreign exchange remittance from overseas, and not from the account of any third party.



**APPLICATION FOR THE PROVISIONAL ALLOTMENT OF A UNIT  
IN "COMMERCE PARK" AT SECTOR – 61,  
VILLAGE GHATA, TEHSIL & DISTRICT GURGAON, HARYANA**

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

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

**Emaar MGF Land Limited**

ECE House,  
28, Kasturba Gandhi Marg,  
New Delhi -110 001, India.

**Subject: APPLICATION** for registration & booking of a Unit in the project of Emaar MGF Land Limited, "**Commerce Park**", situated at Sector – 61, Village Ghata, 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 the "**Company**"), has conceived, planned and is in the process of developing, constructing and promoting an information technology complex containing office/retail spaces on a piece and parcel of land admeasuring 5.65 acres, which may be subsequently altered/modified, (hereinafter referred to as the "**Scheduled Land**") by the name of "**Commerce Park**" situated at Sector – 61, Village Ghata, Tehsil & District Gurgaon, Haryana, after obtaining requisite approvals from the competent authorities.
- (ii) The Scheduled Land belongs to M/s Active Promoters Private Limited both being companies incorporated under the Companies Act, 1956, having their registered office at 17 - B, MGF House, Asaf Ali Road, New Delhi - 110 002 (hereinafter collectively referred to as the "**Subsidiary**"). The Company has entered into collaboration agreements (hereinafter referred to as "**Development Agreement**") with Subsidiary for the development of the Scheduled Land.
- (iii) The Company is inviting Applications for the provisional allotment and booking of office retail spaces in the Project (the units).
- (iv) The Applicant, after having read and understood the terms and conditions contained in the standard format of the Buyer's Agreement, and having read, understood and agreed with the terms and conditions annexed hereto as **Annexure-I** (the "**Terms & Conditions**"), pertaining to the registration & booking of the a unit in the Project, including the limitations and obligations of the Company and the Applicant respectively, do hereby apply for registration & booking of a unit, having an approximate Super Area of \_\_\_\_\_ sq. mtr./ \_\_\_\_\_ sq.ft., (tentative) (hereinafter the "**Unit**"), under the following payment plans:-
- Full Down Payment Plan\*     Installment Payment Plan\*
- \*(Opt any one Payment Plan and tick the same)
- (v) The Applicant has been intimated that this Application shall be confined and limited in its scope to the Unit in the Project in accordance with the building plan(s) approved by the competent authority(s). The Applicant further undertakes and confirms that it shall pay to the Company the consideration mentioned in the schedule of payment as provided by the Company in the Buyer's Agreement.

- (vi) The Applicant has remitted / hereby remits a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide demand draft/cheque number \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_ bank, in favour of **“Emaar MGF Land Ltd. - A/c Commerce Park”** 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 by the Company or definitive allotment by the Company or any agreement to sell for the Unit, and the Applicant does not become entitled to the provisional and/or final allotment of a Unit by submitting this Application, notwithstanding 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 is merely an acceptance by the Company of the intent of the Applicant for allotment of the Unit to the Applicant and in no way shall be construed as a final allotment. The Applicant agrees that the allotment 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 documents in the standard format provided by the Company for the allotment of the Unit in the Project, standard drafts of which have been reviewed and examined by the Applicant, as and when necessary, and the Applicant undertakes to strictly adhere to all the terms and conditions stipulated by the Company from time to time.
- (xi) The Applicant agrees that the acceptance of this Application and subsequent allotment of the Unit shall be 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 dispatch of the Buyer’s Agreement by the Company. 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 has read and understood the terms and conditions mentioned hereinabove and enclosed along with this Application, including the provisions 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 & Conditions.

\_\_\_\_\_  
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

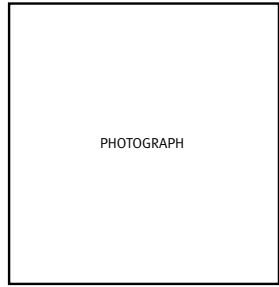
Telephone   Mobile

Fax

Email  Age

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

Income Tax Permanent Account No.  Nationality



Second Applicant

Son of/Daughter of/Wife of

Mailing Address

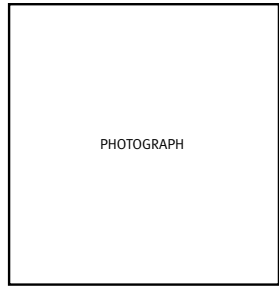
Telephone   Mobile

Fax

Email  Age

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

Income Tax Permanent Account No.  Nationality



Third Applicant

Son of/Daughter of/Wife of

Mailing Address

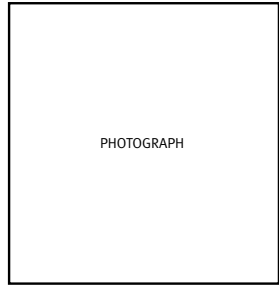
Telephone   Mobile

Fax

Email  Age

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

Income Tax Permanent Account No.  Nationality



## DETAIL OF UNIT REQUIRED FOR ALLOTMENT

Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ in Tower A. Super Area of Unit \_\_\_\_\_ Square Metre  
\_\_\_\_\_ Square Feet

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 and Infrastructure Development Charges (EDC & IDC) @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per Square Feet/per Square Metre
- Parking Access Charges Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) @ Rs. \_\_\_\_\_ each aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

### PAYMENT PLAN OPTED: DOWN PAYMENT/INSTALMENT

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 - A/c Commerce Park" 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 there from. 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 \_\_\_\_\_

Place \_\_\_\_\_

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

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

### FOR OFFICE USE ONLY

Application : Accepted/Rejected

#### Registration of Unit

Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ in Tower A. Super Area of Unit \_\_\_\_\_ Square Metre  
\_\_\_\_\_ Square Feet

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 and Infrastructure Development Charges (EDC & IDC) @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per Square Feet/per Square Metre
- Parking Access 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)



## ANNEXURE - I

**Terms & Conditions** forming part of the Application for registration & booking of a Unit in the upcoming project of Emaar MGF Land Limited, named as “**Commerce Park**” situated at Sector – 61, Village Ghata, 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. For all intents and purposes and for the purpose of this Application, singular includes plural and masculine includes feminine gender.

- (a) “**Agreement**” / “**Buyer's Agreement**” shall mean the Buyer's Agreement which shall be executed by the Applicant and the Company as per the standard format of the Company.
- (b) “**Applicant**” shall mean the abovenamed applicant(s), applying for allotment of the said Unit whose particulars are set out in this Application and who has appended his/her signature(s) on each page hereof, as acknowledgement of having agreed to the terms and conditions of this Application and the Agreement.
- (c) “**Application**” shall mean this application for provisional allotment of the Unit in the Project along with the terms and conditions contained in **Annexure - I** hereof.
- (d) “**Basic Sale Price**” means consideration payable for the said Unit as more particularly stated in the Payment Plan, and which excludes charges for car parking access card(s). 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 Buyer's Agreement including but not limited to:
  - i) IFMS for the Unit which shall be deposited by the Applicant, at the rate of Rs. 150/- (Rupees One hundred and fifty) per sq. ft. of the Super Area of the Unit;
  - ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Buyer's 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, and any interest thereon, as applicable. In case of any revision by the government agencies, the same (and arrears, if any) will be applicable on a pro-rata basis and shall be payable by the Applicant.
  - 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) Escalation charges
  - viii) Any other charges or expenses as may be more particularly specified in the Application and/or Buyer's Agreement
- (e) “**Building**” shall mean the building in which the information technology complex containing office/retail spaces shall be located.
- (f) “**Earnest Money**” shall mean 15% (fifteen percent) of the Total Consideration to be paid by the Applicant as per the Payment Plan.
- (g) “**EDC**” means the external development charges levied by the Government of Haryana, as applicable on the date hereof and revised from time to time, which shall be charged additionally as applicable and the same shall be paid by the Applicant at the time of offer of possession or as and when demanded by the Company.
- (h) “**IAC**” means the infrastructure augmentation charges levied / leviable (by whatever name called, now or in future) by the competent authorities for recovery of cost of augmentation of major infrastructure projects and includes any additional levy, fee, cess, charge and/or any further increase in such charges.
- (i) “**IDC**” means the infrastructure development charges as are imposed by the Government of Haryana, as applicable on the date hereof and revised from time to time.
- (j) “**IFMS**” means interest free maintenance security;
- (k) “**IT/ITes**” shall mean information technology or information technology enabled service(s);
- (l) “**Maintenance Agency**” means the Company or association of Applicant or such other agency/ body/ entity, to whom the Company may handover, the maintenance of the Project, and who shall be responsible for providing the maintenance services within the Project.
- (m) “**Maintenance Charges**” shall have the meaning ascribed to it in the draft tripartite maintenance agreement, which shall be annexed to the Buyer's Agreement.
- (n) “**Non-Refundable Amounts**” means amounts paid or due on account of delayed payment, interests paid or due on installments, brokerage etc.
- (o) “**Payment Plan**” means the schedule of payment providing details & price of the said Unit, to be payable by the Applicant, and the same shall be provided in the Buyer's Agreement.
- (p) “**PLC**” shall have the meaning assigned to the term in Para 7 of Annexure – I hereof.
- (q) “**Project**” means well-designed complex comprising of a state of the art information technology complex containing office/retail spaces, being developed and constructed by the Company under the name of “Commerce Park”, on a piece and parcel of land measuring 5.65 acres and situated at Sector – 61, Village Ghata, Tehsil & District Gurgaon, Haryana.
- (r) “**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, one time building tax, luxury tax, building and other construction workers welfare fund, educational cess or any other taxes, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, in connection with the development of the Project, now or in future.
- (s) “**Total Consideration**” shall mean collectively: the Basic Sale Price, the EDC, the IDC and the PLC (if any), but shall not include other amounts, charges, security amount, Taxes, stamp duty, etc., which are additionally payable by the Applicant as and when demanded by the Company in accordance with the terms of this Application / Buyer's Agreement.
- (t) “**Unit**” means the specific office/retail space in the Project applied for by the Applicant, details of which have been set out in this Application.

### II. Terms:

- (1) The Applicant has made this Application with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules, regulations and license conditions applicable to the area where the Unit is proposed to be situated, and which have been fully understood by the Applicant. Further, the Applicant states and confirms that the Company has made the Applicant aware of the standard format of the Buyer's Agreement. The Applicant hereby confirms having perused and understood the detailed terms and conditions contained in the standard format of the Buyer's Agreement (including the Company's limitations and the Applicant's obligations) and also the terms and conditions as stipulated in this Application and only thereafter has/have applied for provisional allotment of the Unit.
- (2) The Applicant acknowledges that he has seen the relevant documents/papers pertaining to the Scheduled Land/Project 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 with respect to the title/interest of the Subsidiary and/or the right of the Company for the development of the Project in the Scheduled Land.
- (3) The Applicant acknowledges and the Company fully discloses that the title and requisite approvals including but not limited to the license obtained for the Project is for IT/ITes. In the event of any charges/levies/penalties being imposed or levied by the statutory authorities on account of the commercial use of the Unit other than as has been approved, the said shall be borne by the Company.
- (4) 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 Subsidiary nor the Company has indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right or title of any kind whatsoever, in the Scheduled Land (other than the Unit), Common Areas, recreational and sporting facilities (if any) and common amenities, save and except as mentioned hereinabove.
- (5) 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 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.
- (6) It is made clear by the Company and understood by the Applicant that he shall have no rights including right of ownership in the Scheduled Land, facilities and amenities, save and except, as specified herein or more particularly in the Buyer's Agreement. 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 legal representatives, successors, administrators, executors, permitted assigns etc.
- (7) The Applicant understands that some Units in the Project attract preferential location charges (“**PLC**”), which inter alia would be charged for front facing, landscape facing, premium floors, 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 provisionally 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.

- (8) In accordance with the development plan of the Project, the Company may propose to develop a club for recreational and sporting facilities (the "**Club**") owned and managed by the Company or any other agency appointed/nominated by the Company, the membership to which shall be optional and may be open to any person/body corporate, at the discretion of the Company. The Applicant understands that the Club may be developed either simultaneous with or after the development of the Unit. The Applicant further agrees that the Applicant must exercise his option for taking the membership of the Club whenever the membership for the Club is opened by the Company, and the applicable Club Membership Registration Charges ("**CMRC**") shall be chargeable by the Company, which the Applicant hereby agrees to pay upon demand. The Applicant agrees that the CMRC shall be in addition to the Basic Sale Price and payable as and when required for this purpose by the Company. The Applicant also understands and agrees that the Company may sell, lease, part with or enter into any agreement/arrangement, etc., to operate the Club, or enter into any arrangement with any third party with respect to the ownership of, and/or the maintenance of, the Club.
- (9) 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. The common areas and facilities and the undivided interest of each unit owner in the common areas and facilities, as specified by the Company in the declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act 1983, shall be conclusive and binding upon the owners of the unit(s) and the Applicant confirms that his right, title and interest in the concerned Unit/ building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. 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 Act, 1983 shall be in strict consonance with other clauses contained herein.
- (10) The Applicant has 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 club, access cards for parking, etc., or any other conveniences, community buildings/sites, if any, as well as recovery of payment towards PLC, EDC, IDC, IAC and maintenance charges of any kind by the Company from the Applicant in any manner.
- (11) In addition to the Total Consideration, the Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, Taxes, cesses, charges, wealth tax, service tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future, including but not limited to with respect to state/national highways, transport, power facilities, etc., on the Project (in proportion to the Super Area of the Unit) and/or on the Total Consideration, 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 price of the Unit and the Company shall have lien on the Unit of the Applicant for the recovery of such charges.
- (12) The Basic Sale Price is exclusive of, and does not include, External Development Charges (**EDC**), Infrastructure Development Charges (**IDC**) and Infrastructure Augmentation Charges (**IAC**), and any interest that may be levied/applicable thereon. The Applicant shall pay EDC/IDC charges, and any interest thereon, on pro-rata basis depending on the Super Area of the Unit along with other charges as stated above, as applicable to this Project. In case of any upward revision thereof by the Government agencies/ authorities in future, the same shall also be recovered from the Applicant on pro-rata basis. The proportionate amount of EDC, IDC and all statutory and non-statutory charges, and any interest thereon, levied by Appropriate Authority of the State Government or any other governmental authority, shall be payable by the Applicant 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. Notwithstanding any other provision hereof, the Applicant understands and agrees that any enhanced EDC/IDC/IAC or charges, penalties, interest related to EDC/IDC/IAC, imposed or levied by any competent/statutory authority for misuse of the Unit other than the approved use, shall be payable solely by the Applicant.
- (13) The Applicant agrees and understands that the price of the Unit is based on the price of materials and labour charges pertaining thereto on and around the 09<sup>th</sup> November, 2012. If, however, during the progress of the construction up to the expected date of handing over the possession of the Unit, there is any upward revision/escalation in the price of the materials used or in the cost of the Project or in the construction work and/or labour charges, the same shall be recoverable from/payable by, the Applicant. The escalation charges shall be calculated on the basis of the Wholesale Price Index (WPI) published by the Reserve Bank of India from time to time. The details and the methodology for calculating the escalation charges shall be more elaborately described in the Buyer's Agreement. The escalation charges, if any levied by the Company shall be computed in accordance with the methodology more elaborately described in the Buyer's Agreement and the computation shall be independently audited and verified by a reputed firm of chartered accountants appointed by the Company. Any such computation of applicable escalation charges shall be final and binding on the Applicant. Such applicable escalation charges shall be intimated to the Applicant from time to time, and shall be collected / recovered from the Applicant along with the next due installment for the Unit, or in lump sum before or at the time of offer of possession of the Unit. The Applicant agrees and understands that any default in the payment of escalation charges shall be deemed to be a breach under of the terms and conditions of this Application / Buyer's Agreement.
- (14) The Basic Sale Price mentioned in this Application is inclusive of the cost of providing electric wiring and firefighting 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 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 applicants/allottee(s) as determined by the Company in its absolute sole discretion.
- (15) It is made clear to the Applicant that the Basic Sale Price of the Unit is exclusive of any car parking space available for the Applicant in the Project. The Applicant shall have the right to park 1 (one) car in the parking area of the Building, and the Company shall issue 1 (one) car parking access card to the Applicant which shall be charged separately @ Rs. 3,00,000/- (Rupees Three lakhs only). Each car parking access card shall entitle the holder access to the parking area of the Building for only one car. Any additional car parking access card, if required by the Applicant, would be additionally charged at the rate of Rs. 3,00,000/- (Rupees Three lakhs only) for each car parking access card and will be offered subject to availability. The Applicant understands and acknowledges that any car parking space(s) available for the Applicant in the Building may form a part of the general common areas for the purpose of the declaration to be submitted by the Company under the Act or any statutory enactments or modifications thereof. The Applicant acknowledges that the parking facility is integral to the Unit, and therefore the Applicant undertakes not to separately sell/transfer/ alienate or otherwise deal with the parking facility, or the car parking access card(s) issued to the Applicant.
- (16) 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.
- (17) In the event, the Applicant chooses to cancel this Application and/or Buyer's Agreement or is in breach of any Terms & Conditions including but not limited to, sending back the duly signed copy of the Buyer's Agreement within 30 (thirty) days from the date of dispatch by the Company, 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, and after deducting the Earnest Money along with Non-Refundable Amounts due and 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. The Applicant hereby authorizes the Company to forfeit the Earnest Money and the Non-Refundable Amounts, along with any interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfillment of any of the terms and conditions herein contained and those of the Buyer's Agreement.
- (18) In the event that the Company intends to increase the proposed number of units in one or more Building in the Project, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant agrees and acknowledges that he has no objection to the same.
- (19) The Company has represented and the Applicant has 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 Building/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 has, in token of his acceptance of various plans of the Unit signed this Application and the Applicant 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 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% (plus/minus ten percent) change in the Super Area of the Unit, the Company shall intimate to the Applicant in writing of such change, if any, along with the change in the Total Consideration of the Unit to be paid by him and the Applicant shall inform the Company, in writing, his 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 consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his refusal/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. 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 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.
- (20) 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.
- (21) The Company shall make all efforts to handover possession of the Unit within a period of 36 (thirty six) months from the date of start of construction, subject to certain limitations as may be provided in the Buyer's Agreement and timely compliance of the provisions of the Application and the Buyer's Agreement by the Applicant. The Applicant agrees and understands that the Company shall be entitled to a grace period of 4 (four) months, after the expiry of the said 36 (thirty six) months, for applying and obtaining the occupation certificate in respect of the Unit and/or the Project. The Company, on obtaining the Occupation Certificate for the Project/Unit, and subject to the Applicant having complied with all the terms and conditions of the Application and/or the Buyer's Agreement, shall handover the Unit to the Applicant for his occupation and use or as provided in the Buyer's Agreement.
  - (22) Subject to the terms as stated in Para (21) hereinabove, 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 be liable to pay to the Applicant delay compensation at the rate of Rs.10/- (Rupees Ten only) per sq. ft. of the Super Area of the Unit, per month, for the period of delay, however the same shall be subject to the Applicant having fulfilled his part of the obligations as per the Application / terms of allotment / Buyer's Agreement.
  - (23) 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 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. 100/- (Rupees One hundred 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.
  - (24) The Applicant undertakes that upon taking possession of the Unit, 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, the Interest Free Maintenance Security ("IFMS") @ Rs.150/- (Rupees One hundred and Fifty only) per sq. ft. of the Super Area of the Unit. The Applicant undertakes to enter into a tripartite maintenance agreement with the said association/society/ Maintenance Agency.
  - (25) The Applicant shall pay to the Company, 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 Unit in favor of the Applicant, 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.
  - (26) The Applicant agrees and understands that time is the essence with respect to his obligations to pay the Total Consideration as provided in the Payment Plan, along with other payments including but not limited to 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 the respective 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 this Application and the Buyer's Agreement. It is clearly agreed and understood 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.
  - (27) Time is the essence with respect to the Applicant's obligations to pay the Total Consideration 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/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 Unit will be handed over to the Applicant only upon the payment by the Applicant of all outstanding dues, penalties etc., along with simple interest at the rate of 24% (twenty-four percent) per annum till the date of payment.
  - (28) In case of delay of sixty (60) days or more in making payments by the Applicant to the Company as per the Payment Plan, the Company shall have the right to terminate the allotment/Buyer's Agreement and forfeit the Earnest Money. However, the Company may in its sole discretion, waive its right to terminate the allotment/ Buyer's Agreement, and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the Parties agree that the possession of the Unit will be handed over to the Applicant(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant(s) to the satisfaction of the Company.
  - (29) 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 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 or his nominee. The Applicant further understands that in case of the Applicant has opted for long-term payment plan arrangement with any financial institutions/banks, the conveyance of the Unit in favour of the Applicant shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.
  - (30) 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.
  - (31) 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 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 or the Buyer's Agreement, 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.
  - (32) 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.
  - (33) The Applicant has specifically acknowledged to 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 and the terms of the licence granted by the government, for occupation and use of the Unit and such other conditions as per the applicable laws.
  - (34) The Applicant shall not transfer, assign or create any further right with respect to his right, title, or interest, in allotment of the said Unit or any portion thereof until 20% (twenty percent) 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 /his permitted assignee(s) substituted in his 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 understands and agrees that upon the Company permitting such assignment / substitution, the assignee shall not be entitled to any delay compensation in terms of Para (22) herein above. The Applicant shall pay to the Company transfer charges as applicable from time to time in respect of such substitutions or nominations.
  - (35) The Applicant shall use and occupy the Unit for such purposes in such manner and mode as may be provided in the Buyer's Agreement.
  - (36) 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.
  - (37) 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.
  - (38) 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.

- (39) The Company reserves the right to transfer ownership of the Project in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and subject to applicable laws, and the Applicant undertakes that he shall not raise any objection in this regard.
- (40) This Application has been made at Delhi and the Courts at New Delhi alone shall have the jurisdiction to try and entertain all disputes arising out of or in relation to this Application.
- (41) This Application may be made out in more than one counterpart, and each copy thereof shall mean and include the same Application. A copy of the executed version of this Application has been/shall be provided to the Applicant and the Applicant acknowledges the same.
- (42) 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.

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 more comprehensively set out in the Buyer's Agreement, which shall supersede the Terms and Conditions, to the extent of any conflict or inconsistency emerging from 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 hereinafter 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.

**Signature of the Applicant(s):**

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

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

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





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