



EMAAR MGF-BIOSPHERE

CAPITAL TOWER

AT DOWNTOWN

APPLICATION FORM

Documents to be submitted along with the Application Form

Mandatory to affix passport size photograph in designated places in the Application form towards all mentioned below categories:

Resident of India:

- Copy of PAN Card
- Photograph in all cases
- Any other document/ certificate as may be required by the Company
- Residence proof

Partnership Firm:

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- In case of one of the Partner signing the document on behalf of other Partners an authority letter from other Partners authorizing the said person to act on behalf of the Firm

Private Limited Company

- Copy of the 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

- Copy of PAN Card of HUF

NRI/ Foreign National of Indian Origin:

- Copy of the Individuals 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 Applicant
- In case of 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.



APPLICATION FOR PROVISIONAL ALLOTMENT OF A UNIT IN " CAPITAL TOWER 1" AT SECTOR - 26, VILLAGE SIKANDERPUR GHOSI, GURGAON, HARYANA

Customer ID(s) _____

Reservation ID(s) _____

Application No. _____
Date _____

Emaar MGF Land Limited

1st Floor, ECE House,
28, Kasturba Gandhi Marg,
New Delhi -110 001, India

Subject: Application for registration & booking of an Unit in the upcoming Complex of Emaar MGF Land Limited under the name and style of "**Capital Tower 1**" situated at Sector -26, Village Sikandarpur Ghosi, Tehsil & District Gurgaon, Haryana.

Dear Sir(s),

- (i) I/We, the Applicant, whose particulars are mentioned below in this Application, understand that Emaar MGF Land Limited (hereinafter referred to as "**Company**"), has conceived, planned and is in the process of developing, constructing and promoting a commercial complex on a piece and parcel of land admeasuring **3.833 acres known as "Capital Tower 1" ("Complex")**, (hereinafter referred to as the "**Scheduled Land**") situated at Sector 26, Village Sikandarpur Ghosi, Tehsil & District Gurgaon, Haryana after taking requisite approvals from the competent authorities.
- (ii) The Scheduled Land belongs to Sh. Virender Kumar Bhatnagar and Sh. Anurag Bhatnagar (hereinafter referred to as "Land Owners" with whom the Company has entered into collaboration agreement (hereinafter referred to as "**Development Agreement**") for the development of the Scheduled Land and the Company is hence competent to market and sell the units in the Complex.
- (iii) The Company is inviting applications for the provisional allotment and booking of a commercial "**Unit**" in the Complex. The Applicant understands that this Application shall be confined and limited in its scope to the Unit in the Complex in accordance with the building plan(s) approved by the competent authority.
- (iv) The Applicant acknowledges that the Applicant has obtained from the Company all the information including the details given in the annexures and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same. The Applicant has relied on his own judgment, due diligence and investigation in applying for allotment of the said Unit and has not relied upon and is not influenced by any architect's plans, sales/marketing plans/sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by the Company/ its representatives, or any of its selling agents/brokers or otherwise including but not limited to, any representations relating to the description or physical condition of the Complex/said Unit. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.
- (v) The Applicant, after having read, understood and agreeing with the terms and conditions contained herein, pertaining to the registration & booking of the said Unit and the limitations and obligations of the Company and the Applicant respectively, does hereby apply for registration & booking of the said Unit, having a tentative super area of _____ sq. mtr. (_____ sq.ft.) (approximately) under the following payment plans:

- (a) Down Payment Plan* (b) Construction Linked Payment Plan*
*(Opt any one Payment Plan and tick the same)

- (vi) The Applicant undertakes and confirms that the Applicant shall pay to the Company, the consideration mentioned in the schedule of payment (hereinafter referred to as "Payment Plan") as given in Annexure I attached to this Application.

Customer Signature(s)

PLEASE FILL THE DETAILS IN CASE OF MULTIPLE CHEQUES			
Cheque No.	Bank Name & Branch	Date	Amount

- (vii) The Applicant hereby remits a sum of **Rs. 25,00,000/- (Rupees Twenty Five lacs only)** plus applicable service tax vide Cheque No. _____ dated _____ drawn on _____ in favour of **“Emaar MGF Land Ltd-A/C Capital Towers”**, as the registration/booking amount for the said Unit in the Complex.
- (viii) The Applicant agrees and understands that this Application is irrevocable. The Applicant understands that this Application does not constitute any offer or definitive allotment or any agreement to sell and the Applicant does not become entitled to the provisional and/or final allotment of the Unit, notwithstanding the fact, that the Company may have issued a receipt(s) in acknowledgement of the money tendered with this Application.
- (ix) The Applicant understands that this Application merely expresses the intent of the Company to allot the Unit to the Applicant and in no way shall be construed as a final allotment. The Applicant agrees that this Application shall become definitive only after the execution of the Agreement(hereinafter defined) by an authorized signatory of the Company.
- (x) In the event of the Company accepting this Application to provisionally allot the Unit, the Applicant agrees to pay all further installments and all monies/dues as stipulated in the Payment Plan annexed along with this Application.
- (xi) The Applicant agrees to execute all the documents as maybe provided by the Company, (drafts of which have been seen by the Applicant), as and when necessary for the allotment of the Unit and undertakes to strictly adhere to all the terms and conditions stipulated by the Company from time to time.
- (xii) The Applicant agrees that the Application and subsequent allotment of the Unit is at the sole discretion of the Company and in case the Unit is not allotted to the Applicant for any reason whatsoever, the Applicant shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein, shall be refunded to the Applicant without any interest within 30 (thirty) days from the date of notice regarding rejection of this Application.
- (xiii) The Applicant undertakes to sign and return the Agreement, alongwith all the annexures, draft maintenance agreement within a period of 30 (Thirty) days of the dispatch of the Agreement by the Company together with the amounts due and payable as set forth in the Payment Plan. If the Applicant fails to execute the Agreement and deliver the same to the Company within the stipulated time, then the Company shall be entitled to cancel the Application/provisional allotment, without any further notice at the option of the Company and the Earnest Money(hereinafter defined) alongwith the Non-Refundable Amounts(hereinafter defined) shall be forfeited and balance amount if any, shall be refunded to the Applicant.
- (xiv) The Applicant has read and understood the terms and conditions mentioned hereinabove and enclosed along with this Application including those relating to the payment of Total Consideration and other charges, rates, Taxes and Cesses, levies, etc. and forfeiture of Earnest Money and Non-Refundable Amounts as laid down herein.

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

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

Signature of Fourth Applicant (if any)

PERSONAL DETAILS FORM

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB Anniversery Age

Profession Designation

Office/Business Name

Address Pincode

Telephone Telephone

Mobile Fax

Email

Email

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

Income Tax Permanent Account No. Nationality

In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity –
Registration No., if any _____
(Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws)

Second Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB Anniversery Age

Profession Designation

Office/Business Name

Address Pincode

Telephone Telephone

Mobile Fax

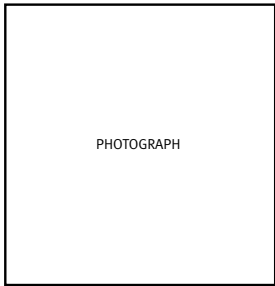
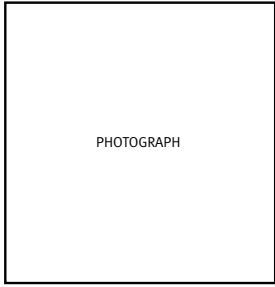
Email

Email

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

Income Tax Permanent Account No. Nationality

In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity –
Registration No., if any _____
(Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws)



Third Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB Anniversery Age

Profession Designation

Office/Business Name

Address Pincode

Telephone Telephone

Mobile Fax

Email

Email

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

Income Tax Permanent Account No. Nationality

In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity –
Registration No., if any _____
(Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the
Governing Body/Managing Committee and the Bye Laws)

Fourth Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB Anniversery Age

Profession Designation

Office/Business Name

Address Pincode

Telephone Telephone

Mobile Fax

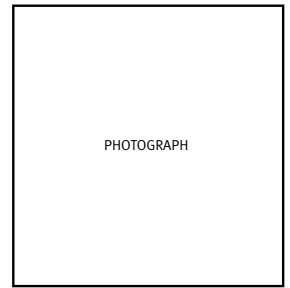
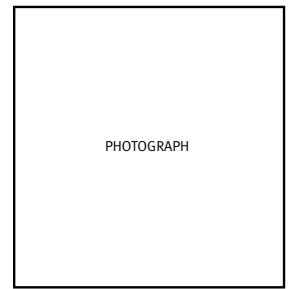
Email

Email

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

Income Tax Permanent Account No. Nationality

In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity –
Registration No., if any _____
(Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the
Governing Body/Managing Committee and the Bye Laws)



DETAILS OF UNIT

Tentative Unit No. _____ Floor _____

Area of Unit (in sq. mtr.) _____ (in sq. ft.) _____

UNIT PRICE

DESCRIPTION	PARTICULARS		AREA (PER SQ. MTR./PER SQ. FT.)	AMOUNT (RS.)
Price	Basic Sale Price (BSP)	Rs.		
Preferential Location Charge (PLC)	MG Road Facing	Rs.		
External Development Charges (EDC)				
Infrastructure Development Charges (IDC)				
IFMS				
TOTAL PRICE - Rupees				

PAYMENT PLAN OPTED

DOWN PAYMENT

INSTALLMENT

- i) Payments to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only, drawn in favour of 'Emaar MGFLand Limited-A/C Capital Towers', payable at New Delhi.
- (ii) Allotment to Non Resident and National of Indian Origin shall be subject to Laws of Republic of India.
- (iii) 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 the sole responsibility of the Applicant.

DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Unit to the Company 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 Company shall be entitled to forfeit the Earnest Money deposited by the Applicant(s). I/We have read and understood the terms and conditions of the Application. Further, I unequivocally undertake to abide by the said terms and conditions.

Yours faithfully,

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

Signature of Fourth Applicant (if any)

FOR OFFICE USE ONLY

Provisional Registration of Unit

Application: Accepted Rejected

UNIT PRICE

DESCRIPTION	PARTICULARS		AREA (PER SQ. MTR./PER SQ. FT.)	AMOUNT (RS.)
Price	Basic Sale Price (BSP)	Rs.		
Preferential Location Charge (PLC)	MG Road Facing	Rs.		
External Development Charges (EDC)				
Infrastructure Development Charges (IDC)				
IFMS				
TOTAL PRICE - Rupees				

(Payment Plan: _____)

Booking amount of Rs. _____/-

(Rupees _____ only)

received vide Receipt No. _____ dated _____

Mode of Booking: Direct/ Through Business Development Associate (Broker) _____

(vi) Special instruction/remarks : _____

Date [•]: 1. _____ Place [•]: 2. _____

Signature (Receiving Officer)

Signature (Sales)

Business Development Associate's Seal

Terms & Conditions forming part of the Application for registration & booking of the Unit in "Capital Tower 1" situated at Sector 26, Village Sikenderpur Ghosi, Tehsil & District Gurgaon, Haryana.

The terms and conditions given below are only indicative to enable the Applicant to acquaint himself/ herself with the terms and conditions as will be comprehensively set out in the Agreement. For all intents and purposes and for the purpose of this Application, singular includes plural and masculine includes feminine and neuter gender.

1. 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 their ordinary meaning and/or as specified in the Agreement.

"Agreement" shall mean the unit buyer's agreement which will be executed between the Applicant and the Company.

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

"Application" shall mean this application for provisional allotment of the Unit in the Complex along with the terms and conditions contained herein.

"Building" shall mean the specific building in the Complex in which the said Unit maybe located.

"Complex" means the commercial complex being developed by the Company under the name and style of **"Capital Tower 1"**, on a piece and parcel of land admeasuring **3.833 acres situated in Sector -26**, Village Sikenderpur Ghosi, Tehsil & District Gurgaon, Haryana.

"Earnest Money" shall mean **15 % of the Total Consideration** to be paid by the Applicant as per the Payment Plan for due fulfillment of the terms and conditions of the Application/Agreement.

"EDC" means the External Development Charges levied/leviable by the Government of Haryana or any competent authority, (by whatever name called)now or in future on the said Complex, which shall be paid/payable by the Applicant as and when demanded by the Company and also includes any further increase in such charges.

"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 Complexes and includes additional levies, fees, cesses, charges and any further increase in such charges.

"IDC" means the Infrastructure Development Charges as are imposed by the Government of Haryana or any competent authority, now or in future paid/payable by the Applicant as and when demanded by the Company and includes any further increase in such charges.

"IFMS" means the interest free maintenance security @ Rs.150/-per sq. ft. of the Unit payable by the Applicant to the Company or to the Maintenance Agency for the maintenance and upkeep of the Complex.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot, by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- c) strikes or lock outs, industrial dispute;
- d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Application;
- g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;

h) any event or circumstances analogous to the foregoing.

"Maintenance Agency" means the Company or association of owners or such other agency/ body/ entity, to whom the Company may handover the maintenance and who shall be responsible for providing the maintenance services within the Complex.

"Maintenance Charges" shall have the meaning ascribed to it in the draft maintenance agreement, which shall be annexed with the Agreement.

"Non-Refundable Amounts" means charges paid or due on delayed payments, interest paid or due on installments, brokerage etc.

"Payment Plan" means the price list as set out in **Annexure-I** to this Application providing details & price of the said Unit.

"Taxes and Cesses" shall mean any and all taxes by way of value added tax(VAT), 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(including sub-contractors), suppliers, consultants,etc. in connection with the development of the Complex, now or in future.

"Total Consideration" means consideration payable for the said Unit as more particularly stated in the Payment Plan which **includes basic sale price**, PLC (in case the Unit is preferentially located), but does not include other amounts payable as per the terms of this Application/ Agreement including but not limited to:

- i) IFMS
- ii) Stamp duty, registration and incidental charges as well as expenses for execution of the agreement and sales deed etc.
- iii) A sum equilent to the propotionate share of Taxes and Cesses levied/leviable on the said unit/Building/Complex.
- iv) EDC/IDC/IAC, as applicable.
- v) Maintenance charges, property tax, muncipal tax, fees or levies of any kinds by whatever name called lived on the said Unit/Building/Complex.
- vi) The cost of maintenance electricity connection charges, and diesel generator power backup inside the Unit, as applicable.
- vii) The cost of electric and water meter as well as charges for electricity and water connection and installation.
- viii) Any other charges or expenses as may be more particularly specified in the agreement.

"Unit" means the specific unit applied for by the Applicant, details of which have been set out in this Application.

- (2) The Applicant acknowledges that the Applicant has seen the relevant documents/papers pertaining to the Scheduled Land and is fully satisfied about the right and interest of the Company to develop the Complex 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 the Applicant with respect to title/interest of the Land Owners and/or the right of the Company for the development of the Complex on the Scheduled Land.
- (3) The Applicant shall pay the Total Consideration for the Unit and other charges calculated by the Company on the basis of its super area, which shall include pro-rata share of the common areas in the proposed Complex 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 Agreement. In addition, though not forming a part of the computation of super area for which price is charged, the Applicant shall be entitled to ownership of undivided proportionate share of the land beneath the Building in which the Unit is located. The Applicant confirms and represents that neither the Land Owners nor the Company has indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right, interest or title of any kind whatsoever, in the Scheduled Land (other than the Unit), common areas, and common amenities, save and except as mentioned hereinabove.
- (4) The Company has made it clear to the Applicant that it may carry out extensive developmental/construction activities now or in future in or around the Complex in which the Unit is located and the Applicant has confirmed that the Applicant 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 the Applicant due to such developmental / construction activities or incidental/related activities.
- (5) It is made clear by the Company and understood by the Applicant that the Applicant shall have no rights including right of ownership in the Scheduled Land, facilities and amenities, save and except, as specified herein. All rights and interest to develop the Scheduled Land shall vest solely with the Company and the Company shall have the absolute

authority to deal in any manner with such Scheduled Land, facilities and amenities. The Company relying on this specific undertaking of the Applicant in this Application may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.

- (6) The Applicant understands that some unit(s) in the Complex attract preferential location charges, ("**PLC**"). In the event 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.

However, if due to change in the layout plan or on request by the Applicant, there is a change in the location of the Unit, to any other preferential location, where the PLC is higher, then in such a case, the Applicant shall be liable to pay the additional PLC as decided by the Company. However, if due to the change in the layout plan, the Unit ceases to be preferentially located, then in such an event the Company shall be liable to refund only the amount of PLC paid by the Applicant without any interest and/or compensation and/or damages and/or costs of any nature whatsoever and such refund shall be adjusted in the following installment to be paid by the Applicant.

- (7) The Applicant understands that the Unit applied for, along with the Building/Complex, shall be subject to the Haryana Apartment Ownership Act, 1983 ("**Act**") applicable in the State of Haryana, or any statutory enactments or modifications thereof. In this regard, it is made clear by the Company and fully understood by the Applicant that the declaration/amended declaration to be filed in compliance of the Act shall be in strict consonance with other clauses contained herein.

- (8) 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 and Cesses, charges, wealth tax, service tax, value added tax(VAT), taxes of all and any kind by whatever name called, whether levied or leviable now or in future, on the Unit/Building/Complex (in proportion to the super area of the Unit) and/or on land appurtenant thereto, 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 the first lien on the Unit for the recovery of such charges.

- (9) The Applicant shall pay EDC/IDC/IAC charges on pro-rata basis depending on the super area of the Unit along with other charges as stated above, as applicable to the Unit/Building/Complex. The Applicant understands that the EDC/IDC have been tentatively calculated, and in case there is any upward revision thereof for any reason whatsoever, the same can be revised/finalized by the Company on its discretion anytime and the same shall payable by the Applicant on pro-rata basis. The proportionate amount of EDC, IDC, IAC and all statutory and non-statutory charges levied by any competent authority of the State Government or any other governmental authority, shall be payable by the Applicant as and when demanded. The Applicant acknowledges that in case EDC/IDC/IAC 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.

- (10) The Total Consideration is inclusive of the cost of providing electric wiring and switches in each unit and fire fighting equipment (as prescribed in the existing fire fighting code / regulations) in the common areas only and power backup. It is made clear that the cost of the Unit does not include the cost of electric fittings, fixtures, electric and water meter etc., which shall be got installed by the Applicant at his/her own cost. If, however, due to any subsequent legislation / Government order or directive or guidelines or if deemed necessary by the Company or any of its nominees, any additional fire safety measures are undertaken, then the Applicant undertakes to pay the additional expenditure incurred thereon on a pro rata basis along with other allottee(s) as determined by the Company in its absolute discretion.

- (11) 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 due fulfillment, by the Applicant of the terms and conditions as contained herein and as may be contained in the Agreement.

- (12) In the event, the Applicant is in breach of any terms & conditions including but not limited to, send the duly signed copy of the Agreement within 30 days from the date of dispatch by the Company, the Company shall be released and discharged of all liabilities and obligations under this Application and/or 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 deem fit. On happening of such an event, the Company shall have the right to cancel the allotment/application and refund to the Applicant the amount paid by the Applicant, without any interest 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.

- (13) In the event that the Company intends to increase the proposed number of Units in one or more building(s) in the Complex, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant agrees and acknowledges that the Applicant shall have no objection to the same.
- (14) The Applicant is aware that the building plans for the Building/Complex have been approved by the DTCP, Haryana/ DTP, Gurgaon. The Applicant has seen and accepted the building plans, designs, specifications, location, floor plans of the Unit. However, the plans are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as maybe decided by the Company and/or as per the directions of competent authority(ies) and the Applicant undertakes not to raise any objection to the same. The Applicant has, in token of his/her 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 layout plan and the building plans of the Complex, the Company may, at its discretion, or as directed by the competent authorities, 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 layout plan and the building plans of the Unit/ Building in the Complex.

However, in case of any major alteration/modification resulting in **±10% (ten percent)** change in the super area of the Unit, the Company shall intimate to the Applicant in writing such change, if any, along with the change in the Total Consideration of the Unit to be paid by the Applicant. The Applicant shall inform the Company, in writing, his/her consent or objections to such changes within 30 (thirty) days from the date of such notice failing which the Applicant shall be deemed to have given his/her consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the amounts paid by the Applicant without any interest, to the Applicant. The Applicant confirms and agrees to pay increase in the Total Consideration in case the 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.

- (15) If as a result of any legislation, order, 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 Complex 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 the Complex, after the provisional/final allotment, or 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.
- (16) The Company shall make all efforts to offer possession of the Unit within a period of thirty six (36) months from the date of start of construction, subject to clause 29 (force majeure conditions) and certain other limitations as may be provided in the Agreement and timely compliance of the provisions of the Agreement by the Applicant. The Applicant agrees and understands that the Company shall be entitled to a grace period of 120 days, for applying and obtaining the occupation certificate in respect of the Unit and/or for the Building/Complex after the said period of thirty six months.
- (17) Subject to the terms as stated in clauses 16 and 29 herein, in the event the Company fails to offer the possession of the Unit to the Applicant within the stipulated time period and as per the terms and conditions of the Agreement, then the Company shall pay to the Applicant, compensation at the rate of **Rs. 50/- (Rupees Fifty only) per sq. ft.** of the super area of the Unit per month for the period of delay, subject to the Applicant having fulfilled his part of the obligations and Agreement.
- (18) 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 Agreement, the Company shall have the option to cancel the allotment and avail of the remedies as may be stipulated in the Agreement. The Company may, without prejudice to its rights under any of the clauses of the Agreement, decide to condone the delay by the Applicant in taking over possession of the Unit in the manner as stated in that clause on the condition that the Applicant (Unit Allottee on the date of such condonation) shall pay to the Company holding charges at the rate of **Rs. 50/- (Rupees Fifty only) per sq. ft.** of the super area of the Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant understands that the holding charges as stipulated in this clause 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.
- (19) The Applicant undertakes that upon possession, the Applicant shall become the member of association/society of the Unit allottee(s) in the Complex, as may be formed by the Company on behalf of the occupants in the Complex. 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 for maintenance, upkeep, security etc. of the Complex.

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"). The Applicant undertakes to enter into a maintenance agreement with the said association/society/ Maintenance Agency.

- (20) The Applicant shall pay to the Company, as and when demanded, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Unit in favour of the Applicant, which shall be executed and got registered upon receipt of the Total Consideration, other dues, charges and expenses as per the Payment Plan as may be payable or demanded from the Applicant in respect of the Unit. The Applicant undertakes to get the sale deed executed within 60 (sixty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the Competent Authority failing which the Applicant authorizes the Company to cancel the allotment and forfeit the Earnest Money along with Non Refundable Amounts and refund the balance amount, if any, paid by the Applicant without any interest upon realization of money from resale/re-allotment to any third party on behalf of the Company.
- (21) The Applicant understands that time is of 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 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 Agreement. However, the Company may, in its sole discretion, waive its right to terminate the allotment/agreement and enforce all the payments and seek specific performance of the 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 delayed payment charges/interest at the rate of **24% (Twenty Four percent)** p.a. till the date of payment.
- (22) The Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/ securitization of his/her respective Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant or his nominee.
- (23) 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/Agreement 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.
- (24) 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 Agreement. Any refund, transfer of security, if provided in terms of the Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
- (25) 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 favour of the Applicant only.
- (26) The Applicant has specifically acknowledged with the Company that the allotment of the Unit shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Unit and such other conditions as per the applicable laws.
- (27) The Applicant **shall not transfer**, assign or create any further right with respect to the Applicant's right, title, or interest, in allotment of the said Unit or any portion thereof until **15% of the Total Consideration** along with all the dues or charges payable to the Company are paid. The Applicant is, entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place after the payment of all dues with the prior approval of the Company who may at its 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 compensation

in terms of clause 17 herein above. The Applicant shall pay to the Company transfer charges as applicable from time to time in respect of such substitutions or nominations.

- (28) The Applicant shall use and occupy the Unit for commercial purposes in such manner and mode as may be provided in the Agreement.
- (29) The provisional allotment of the Unit as well as the allotment thereafter of the Unit shall be subject to *Force Majeure* conditions 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 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 Complex 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.
- (30) In case of joint applicants, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant(s).
- (31) The Applicant shall inform the Company in writing of any change in the mailing address mentioned in this Application, 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.
- (32) The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement, the terms and conditions specified in the Agreement, shall supersede the terms and conditions as set out herein.
- (33) The Courts at Gurgaon and the Punjab and Haryana High Court at Chandigarh shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/or concerning this Application, regardless of the place of execution or subject matter of this Application.

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

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

Signature of Fourth Applicant (if any)

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