



# PALM STUDIOS

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**APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF UNIT**





# PALM STUDIOS

## Application for allotment of a Unit in “Palm Studios at the Palm Drive” Complex in Sector 66, Urban Estate, Gurgaon, District Gurgaon, Haryana.

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

Date \_\_\_\_\_

### **Emaar MGF Land Limited**

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

Dear Sirs,

I/We wish to register my/our expression of interest for the provisional allotment of a residential unit i.e. apartment (“Unit”) in the project “Palm Studios” in the Group Housing Complex being developed under the name and Style “The Palm Drive”. Situated in Sector 66, Urban Estate, Gurgaon, District Gurgaon, Haryana (“the Project”) under the payment plan  **Down Payment Plan**/ **Installment Payment Plan**. (Opt any one Payment Plan and tick the same)

I/We hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
vide Cheque/No(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_  
in favour of “**Emaar MGF Land Ltd.- A/c Palm Studios**” as the registration/booking amount.

I/We agree and understand that this application does not constitute any offer or registration of expression of interest (EOI) or definitive allotment or any agreement to sell and I/we do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that Emaar MGF Land Limited (Emaar MGF/Company) may have issued a receipt(s) in acknowledgement of the money tendered by me/us as EOI to Emaar MGF with this application.

I/We are making this application with the full knowledge that the license has been issued by the Director, Town & Country Planning Department, Haryana for development of the project, but the plans for the building in which the Unit applied for will be located are yet to be sanctioned by the competent authority.

I/We understand that this form merely expresses the intent of Emaar MGF for allotting the Unit to me/us and in no way may be construed as an allotment. I/We agree that the EOI in the Unit in the project “Palm Studios at The Palm Drive” shall become definitive only after the due acceptance of the same by Emaar MGF in writing and shall be subject to the terms and conditions stipulated by Emaar MGF at the time of such acceptance.

In the event of Emaar MGF accepting my/our application to provisionally allot a Unit, I/we agree to pay all further instalments of the sale price and all other monies/dues as stipulated in the payment plan along with this application (which may be altered at the time of execution of the Buyer’s Agreement) as explained to me by Emaar MGF and fully understood by me /us.

I/We agree to execute all the documents in the standard format provided by Emaar MGF as and when necessary for the creation of EOI and subsequent allotment of the Unit in the project “Palm Studios at the Palm Drive” and shall strictly adhere to all the terms and conditions stipulated by Emaar MGF from time to time.

The said Unit shall be deemed to be allotted to me only after I/we execute the Buyer's Agreement on the standard format provided by Emaar MGF ("Buyer's Agreement") to abide by the terms and conditions laid down therein.

I/We agree that the registration of EOI and subsequent allotment of Unit is at the sole discretion of Emaar MGF and in case the Unit is not allotted to me/us for any reason whatsoever, I/we 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 me/us without any interest within 30(thirty) days from the date of notice regarding rejection of application for registration of EOI.

I/We undertake to sign and return the Buyer's Agreement, together with all the annexures, draft tri-partite maintenance agreement together with the amounts due and payable as set forth in the schedule of payments annexed herewith ("**Payment Plan**") within a period of 30(Thirty) days of the receipt of the Buyer's Agreement. If I/We fail to execute and deliver to the Company, then my/our application shall be treated as cancelled and all the sums/monies paid/deposited by me/us with the Company shall stand forfeited without any notice/reminders.

I/We have read and understood the terms and conditions mentioned hereinabove and enclosed along with this application. Further, I unequivocally undertake to abide by the said terms and conditions.

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Signature of Sole/First Applicant

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Signature of Second Applicant (if any)

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Signature of Third Applicant (if any)

### PERSONAL DETAILS FORM

Sole/First Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No.		
Nationality			

Second Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No.		
Nationality			

Third Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No.		
Nationality			

### DETAILS OF UNIT REQUIRED AND PROVISIONAL REGISTRATION

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

## UNIT PRICE

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

## PAYMENT PLAN OPTED: DOWN PAYMENT/ 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 Palm Studios" payable at New Delhi.

2. Allotment to Non-Resident and Nationals of Indian Origin shall be subject to laws of Republic of India.

3. For Non-Residents/Foreign Nationals of Indian Origin, all remittances, acquisition/transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.

## DECLARATION

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

Yours faithfully

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

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

## FOR OFFICE USE ONLY

Application: Accepted/Rejected

### Provisional Registration of Unit

Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Tower/Building No. \_\_\_\_\_

Super Area of Unit \_\_\_\_\_ Square Metre \_\_\_\_\_ Square Feet

Parking Space(s) Nos. \_\_\_\_\_

- Basic Price @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- External Development Charges (EDC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Infrastructure Development Charges (IDC) @ Rs. \_\_\_\_\_ per Square Feet/per Square Metre
- Parking Space Charges Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) @ Rs \_\_\_\_\_ each
- Payment Plan \_\_\_\_\_
- Club Membership Optional -  Opted  Not Opted
- Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details \_\_\_\_\_
- Special Instructions/Remarks \_\_\_\_\_

Signature (Receiving Officer)

Signature (Inventory)

\_\_\_\_\_  
Business Development Associate's Seal

## BROAD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT IN THE PROJECT "PALM STUDIOS AT THE PALM DRIVE" SITUATED AT SECTOR 66, URBAN ESTATE, GURGAON, DISTRICT GURGAON.

- (1) The Terms and Conditions given below are only indicative to enable the Applicant(s) to acquaint himself with the terms and conditions as will be comprehensively set out in the Buyer's Agreement which, upon execution, shall be in addition to the Terms and Conditions set out herein below and in case of any inconsistency or conflict, the terms and conditions of the Buyer's Agreement shall prevail.
- (2) The Applicant(s) has made this application for provisional allotment of a Unit in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this Project in particular, which have understood by the Applicant(s) .
- (3) The Applicant(s) acknowledges that he/she/they has/have seen the relevant documents/papers and is fully satisfied about the right and interest of the Company in the land, on which the Project is being developed and has understood all limitations and obligations in respect thereof. The Applicant(s) represents that he/she/they have fully satisfied himself/herself/themself and undertakes that he/she/they will not raise any objection with respect to the same at any point of time.
- (4) The Applicant(s) 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 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/tower in which the Unit is located. The Applicant(s) confirms and represents that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that that Applicant(s) shall have any right or title of any kind whatsoever, in any land, buildings, common areas, recreational and sporting facilities (if any) and common amenities , save and except as mentioned hereinabove.
- (5) The Company has made clear to the Applicant(s) that it may carry out extensive developmental/construction activities in future in the entire area falling outside the land beneath the building and that the Applicant(s) has confirmed that he/she/they 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. It is made clear by the Company and understood by the Applicant(s) that all rights including the ownership thereof of land(s), facilities and amenities other than those within the building and the land beneath the building excluding all the car parking spaces in whatever manner and form including but not limited to car parking spaces specifically allotted and assigned to all the Applicant(s) of The Palm Drive inclusive of the car parking spaces allotted and assigned to the Applicant(s), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi- Government, any other authority, body, any person, institution, trust and / or any local body(ies), which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Applicant in this application may provisionally/finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.
- (6) The allotment of Unit to all the Applicant(s) shall be made on a first come first serve basis. Some Unit(s) in the Project attract preferential location charges, which shall be payable by the Applicant without any demur or protest.
- (7) The Unit applied for, along with the Project, shall be subject to Haryana Apartment Ownership Act, 1983 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 Haryana Apartment Ownership Act, 1983 shall be in strict consonance with other the clauses contained herein and, in no manner, shall confer any right, title or interest in any lands, facilities, recreational and sporting activities, if any, amenities and buildings outside the land beneath the building. It is made clear that the Company shall be the sole owner of the said lands, facilities, other recreational and sporting activities, if any, amenities and buildings outside the land beneath the building and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Applicant(s) shall have no claim whatsoever of any nature therein.
- (8) The Company has made it specifically clear to the Applicant (s)and after having satisfied himself/herself/themselves the Applicant(s) has understood that the computation of the price of the said Unit does not include any element of recovery or payments towards land, development, running and operation of common amenities and facilities like convenience store or any other conveniences, community buildings/sites, other recreational and sporting activities, if any, as well as recovery of payment towards maintenance charges of any kind by the Company from the Applicant in any manner. Further, the Applicant(s) fully understands that the Company is free to deal with community buildings/sites in any manner as the Company may deem fit and as regards payments of maintenance charges, the Applicant(s) shall not raise any claim against payment of maintenance charges payable by the Applicant(s) to the association of Unit allottees/the Company from the date of occupation certificate with respect to the building.
- (9) The Company may develop a Community Centre/Recreational Facilities for recreational purposes in the project complex. The right of usage of Community Centre/ Recreational Facilities, shall be limited to the Applicant(s) (and the occupants of the project claiming under them) and their dependants within the Project complex only and is subject to the fulfillment of the terms and conditions as stipulated by the Company., The Applicant authorises the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said Community Centre/Recreational Facilities and upon intimation of the formalities to be complied with by the Company, the Applicant(s) undertakes to fulfill the same.
- (10) The Applicant(s) 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, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future, on the Project (in proportion to the super area of the Unit) or the Unit, as the case may be, as assessable/applicable from the date of application of the Applicant(s). If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Unit and the Company shall have lien on the Unit of the Applicant(s) for the recovery of such charges.
- (11) The prices given in the Payment Plan are exclusive of the external development charges (EDC) and Infrastructural Development charges (IDC). The EDC and IDC charges shall be calculated at the applicable rate, pro-rated per Unit 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(s) on pro-rata basis. The proportionate amount of EDC,IDC and all statutory and non-statutory charges levied by Director, Town & Country Planning, Government of Haryana or any other governmental authority, shall be payable by the Applicant(s) over and above the sale price payable by the Applicant(s) for the Unit.
- (12) The sale price mentioned in this application is inclusive of the cost of providing electric wiring and fire fighting equipment (as prescribed in the existing fire fighting code / regulations) in the common areas only and power backup not exceeding \_\_\_\_KVA per Unit. The cost of the Unit does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc., which shall be installed by the Applicant(s) at his/her/their 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(s) undertakes to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Company in its absolute discretion.
- (13) It is made clear to the Applicant(s) that the total sale price of the Unit is exclusive of \_\_\_\_\_reserved car parking spaces valued at the rate of Rs. \_\_\_\_,00,000/- (Rupees \_\_\_\_\_ Lacs only) for each car parking space aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) allotted to him/her/them for his/her exclusive use. An additional parking space, if required by the Applicant(s), would be charged at the then prevailing rate for each parking space and will be offered subject to availability. The Applicant(s) understands and acknowledges that all such car parking spaces allotted to the Applicant(s) of the Project shall not form a part of common areas for the purpose of the declaration to be submitted by the Company under Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. As the reserved parking spaces are an integral amenity of the Unit and the Unit along with \_\_\_\_\_car parking spaces shall form one single indivisible unit, the Applicant(s) undertakes not to sell/transfer/deal with the allotted parking spaces independent of the Unit and all \_\_\_\_\_parking spaces and the Unit shall be treated as one indivisible single unit for all purpose including but not limited to Haryana Apartment Ownership Act, 1983 etc.

- (14) Out of the amount(s) paid/payable by the Applicant(s) towards the sale price, the Company shall treat 10% (Ten percent) of the sale price as earnest money ("Earnest Money") to ensure fulfillment, by the Applicant(s) of the terms and conditions as contained herein and as may be contained in the Buyer's Agreement.
- (15) Should the Applicant(s) choose to cancel the Expression of Interest / Buyer's Agreement or booking or surrender the Unit allotted to him /her/it/them or is in breach of any terms & conditions specified herein due to default of the Applicant(s) including but not limited to send the duly signed copy of Buyer's Agreement within 30 days of receipt of the same, the Company will be released and discharged of all liabilities and obligations under this Expression of Interest and/or Buyer's Agreement and the Company at any stage shall have the right to resell the Unit and the car parking space to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit as if this Expression of Interest and/or Buyer's Agreement had never been executed. On happening of such event, the Company will refund to the Applicant(s) the amount paid by the Applicant(s), without any interest after deducting the Earnest Money, interest, if any, due and payable. The Applicant (s) agrees that in case of such cancellation all refund shall be made only after realization of such refundable amount on further sale/resale of the Unit to any other party.
- (16) Applicant(s) has made the application with full knowledge that license for for development of a group housing complex comprises of villas and apartments. Further, in case the Company intends to increase the proposed number of floors in one or more building(s) in the Project complex, 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.
- (17) The Applicant(s) has seen and accepted the proposed building plans, designs, proposed specifications, location of the apartments/buildings/floor plans and other terms and conditions, all of which have been duly finalized 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 the competent authority. The Applicant(s) shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after the lay out plans and the building plans of the Project have already been sanctioned, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Project. However, in case of any major alteration/modification resulting in +10% (ten percent) change in the super area of the Unit or material change in the specifications of the Unit any time prior to and upon the grant of occupation certificate, the Company shall intimate to the Applicant(s) in writing the changes thereof and the resultant change, if any, in the price of the Unit to be paid by him/her/them and the Applicant(s) shall inform the Company, in writing, of the changes, if any, in the price of the Unit to be paid by him/her/ them and the Applicant(s) shall also inform the Company, in writing, his/her consent or objections to the changes within 30 (thirty) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) without any interest. The Applicant confirms and agrees to pay increase in total sales consideration in case super area of the Unit is increased and the Company shall refund (without any interest) or adjust any refund which becomes due and payable to the Applicant(s) on account of reduction in the super area. It is agreed that the rate at which the booking is done shall be sole criteria of determining the payment/refund.
- (18) The Company shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Unit, change in the no. of the Unit/or change in its dimensions or change in its area and to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed. If there is any increase/ decrease in the super area, the rate per sq. ft. and other charges will be applicable to the changed area and the same shall be calculated. at the same rate at which the Unit was booked. In case as a consequence of such reduction, the Company shall be liable to refund to the Applicant(s), without interest, only the extra price and other proportionate charges recovered or in case of increase the super area , the Company shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.
- (19) If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays 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, after the provisional/ final allotment, is unable to deliver the Unit, the Applicant(s) confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant(s) shall not raise any dispute or claim whatsoever.
- (20) The Company shall make all efforts to handover possession of the Unit on expiry of 30 months from the date of allotment, subject to certain limitations as provided in the Buyer's Agreement and the timely compliance of the provisions of the Buyer's Agreement by the Applicant(s).
- (21) In the event the Company fails to deliver the possession of the Unit to the Applicant(s) within the stipulated time period and as per the terms and conditions of the Buyer's Agreement, then the Company shall pay, to the Applicant(s), compensation at the rate of Rs. 5/- (Rupees Five only) per sq. ft. of the area of the Unit per month for the period of default, subject to the Applicant(s) having fulfilled his part of the obligations as per the terms of allotment/Buyer's Agreement.
- (22) In the event of the failure of the Applicant(s) 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 stipulated in the Buyer's Agreement or the Company may, without prejudice to its rights under any of the clauses of the Buyer's Agreement, and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the Unit in the manner as stated in that clause on the condition that the Applicant(s) (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(s) 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(s).
- (23) The Company shall permit the Applicant(s) to carryout interior works, after taking over possession of the Unit, in such a manner so as not to cause any undue nuisance, annoyance or disturbance to the other occupants of the Group Housing Complex . It is made clear to the Applicant(s) that the interior fitouts/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no interior fitouts/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant(s) further understands that such interior fitouts/works in the Unit shall not cause any damage to the building and the existing structure/systems installed by Company in the Project and the internal air-conditioning, electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Unit by the Applicant(s) shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the building and/or the Project/Group Housing complex and in the event any such damage or hazard is caused, the Applicant(s) shall fully reimburse the Company the costs of such rectification thereof.
- (24) Notwithstanding anything contained elsewhere in this Agreement, it is expressly understood that the installments as stipulated in the Payment Plan payable in respect of the Unit shall continue unabated irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in the Agreement.
- (25) The Applicant(s) undertakes that upon allotment, he/she/they shall become the member of association/society of the allottees of Units in the Project/Group Housing Complex, as may be formed by the Company on behalf of the said allottees, and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the association is formed. The allotment of the Unit shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Unit more specifically set out in the Buyer's Agreement.
- (26) In order to secure adequate provision of maintenance services the association/society of the allottee(s) of Units or till such time such association/society is not formed, the Company shall appoint /nominate a maintenance agency ("Maintenance Agency") to provide services as may be required to maintain upkeep, security etc. of the Project. The Applicant(s) agrees to bear the charges of such Maintenance Agency. Further, the Applicant(s) hereby undertakes to deposit with the Company, as per the Schedule of Payment, and to always keep deposited with the said association/society/ Maintenance Agency, as the case may be, as Interest Bearing Maintenance Security ("IBMS") at the rate of Rs. 100/- per sq. ft. of the super area of the Unit carrying a simple interests at the rate per applicable/prescribed by State Bank of India on March 31 for 1(one) year fixed deposits.
- (27) Further, the Applicant(s), upon completion of the said buildings, undertakes to enter into a maintenance agreement with the said association/society/ Maintenance Agency. The Applicant(s) undertakes to pay the maintenance bills monthly/quarterly, as raised by the said association/society/Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant(s) is in occupation of the Unit or not. In case of failure of the Applicant to pay the maintenance bill or other charges on or before the due date, the Applicant, in addition to permitting the said association/ society/Maintenance Agency to deny him/her the maintenance services, also authorizes the said association/society/maintenance agency to adjust, at the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of

the default, the Applicant(s) further authorises the said association/society/maintenance agency to adjust the principal amount of the IBMS against such default . If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs. 100/- per sq.ft of the super area of the Unit, then the Applicant(s) hereby undertake to make good the resultant shortfall within 15(fifteen) days of demand made by the said association/society/Maintenance Agency/Company, as the case may be. Further, the said association/society/ Maintenance Agency/Company, as the case may be, reserve the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s) undertake to pay such increase within 15 days of demand by the said association/society/ maintenance agency falling which the said association/society/maintenance agency shall take recourse to such legal action as it may deem fit to recover such dues.

- (28) The Company reserves the right to transfer the amount of IBMS to such association/society/Maintenance Agency, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved/ discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Unit/common areas to such association/society/Maintenance Agency, as the case may be. It is made specifically clear that this condition relating to IBMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant(s) and the Company shall have first charge/lien on the Unit in respect of any such non-payment of shortfall/increase, as the case may be.
- (29) The Applicant(s) has specifically confirmed to the Company that the allotment of the Unit shall be subject to strict compliance of a code of conduct that may be determined by the said association/society/Company for occupation and use of the Unit and such other conditions as the said association/society/ Company may deem fit from time, which may include but shall not be limited to usage of the Unit, operation hours of various maintenance services, general compliances for occupants of the Unit, regulation as to entry/exit of the visitors, invitees, guests, security, interiors fitouts, etc. It is clarified that the Code of Conduct, as may be specified by the said association/society/Company is always subject to change by the said association/ society/Company.
- (30) The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Unit in favour of the Applicant(s), which shall be executed and got registered upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Unit and parking space(s) allotted to him/her/them. The Applicant(s) undertakes to execute the sale deed within 60 (sixty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the building from the competent authority failing which the Applicant(s) authorises the Company to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the Applicant(s) without any interest upon realization of money from resale/reallotment to any other party.
- (31) Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Buyer's Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Buyer's Agreement .
- (32) However, the Company may, in its sole discretion, waive its right to terminate the allotment/agreement, and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the possession of the Unit will be handed over to the Applicant(s) only upon the payment, by the Applicant(s), of all outstanding dues, penalties etc., along with interest at the rate of 24% (Twenty Four percent) p.a. till the date of payment.
- (33) The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/ securitization of his/her/their respective Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant(s) or his nominee. The Company/financial institution/ bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Project/Group Housing Complex. In case of the Applicant(s), who has opted for long-term instalment payment plan arrangement with any financial institutions/banks, the conveyance/ sale deed of the Unit in favour of the Applicant(s) shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/ banks.
- (34) The Applicant(s) shall pay, from time to time, and at all times, the amounts which the Applicant(s) 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, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).
- (35) 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/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(s), subsequent to the signing of this application for EOI, 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.
- (36) The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant(s) and such third party shall not have right in the application/allotment of the said Unit applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
- (37) The Applicant(s) 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/Resident Welfare Association for occupation and use of the Unit and such other conditions as per the applicable laws.
- (38) The Applicant(s) is/are, entitled to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Company, transfer charges as applicable from time to time for the purpose of such substitution / nomination / transfer.
- (39) The Applicant shall use and occupy the Unit for residential purposes in such manner and mode as may be provided in the Buyer's Agreement.
- (40) 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(s) 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(s) shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money with simple interest at the rate of 9% p.a. from the date of occurrence of such force majeure conditions.
- (41) 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 the purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s).
- (42) The Applicant(s) 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(s).
- (43) The Company, at its sole discretion, may decide not to allot any or all Unit(s) to anybody or altogether decide to put at abeyance, the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/ booking money being received by the Company with the application from the Applicant(s). Further, the provisional and/or final allotment of the Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons for the same.
- (44) The Applicant(s) has understood and has specifically acknowledged that the Company may finally allot/sell/convey the ownership of the Unit by way of any other mode of sale/conveyance including but not limited to allotment /purchase of shares of ownership of the Unit to the Applicant(s). The Applicant(s) specifically undertakes to inform the Company in writing his/her consent and/or objections, if any, to such other mode of sale /conveyancing within a period of 30 (thirty) days from the date of such intimation by the Company failing which the Applicant's consent shall be deemed to have given to the Company to such other mode of sale/conveyancing and the Applicant(s) shall execute such other documents, agreements, deeds, paper etc. as the Company may deem fit in its sole discretion and shall raise no claim/ dispute in this regard. However, in the event, the Applicant(s) objects to such other mode of conveyancing, the Company may, within the abovesaid period of 30 (thirty)

days from the date of intimation, the Applicant(s) specifically undertakes to take refund of the entire amount paid by the Applicant to the Company till such date and the payment of such amount without any interest whatsoever by the Company shall leave the Applicant(s) without any right, title and interest in the Unit / car parking spaces applied herein and Applicant(s) shall not raise and dispute/claim in this regard. In the event of adoption of such mode of conveyancing, the ownership of the Unit by the Company by way of allotment of shares, the terms of purchase/allotment of Unit shall stand substituted by the term of purchase/allotment of shares linked to exclusive use/ownership of the Unit throughout the application and these terms and conditions.

- (45) The Applicant(s) understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues, as mentioned herein or in the Buyer's Agreement and only upon the registration of the conveyance/sale deed in his favour.
- (46) It is specifically understood by the Applicant(s) that this proposal/application is purely on tentative basis and the Company may, at its sole discretion, decide not to allot any or all Units to anybody or altogether decide to put, at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of initial token money being received by the Company with this proposal from the Applicant(s). Further, his provisional and/or final allotment of the Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
- (47) 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
- (48) That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
- (49) The Company reserves the right to transfer ownership of the Project/ Group Housing Complex 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 the Applicant(s) undertakes that he shall not raise any objection in this regard.
- (50) All or any dispute arising out of or touching upon or in relation to the terms of this provisional allotment letter or its termination, including the interpretation and validity thereof and the respective rights and obligations of, the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Company's Managing Director, shall hold the arbitration proceedings at the registered office of the Company in at New Delhi. The Applicant(s) hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected with the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The Courts at Gurgaon shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this application, regardless of the place of execution or subject matter of this application.

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

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

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

Place \_\_\_\_\_

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

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

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

**Mandatory to affix Photographs in designated area's in the Application form towards all mentioned below categories.**

### **Resident of India:**

- Copy of PAN card.

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

### **Partnership Firm:**

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

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

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

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

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

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

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



CREATING A NEW INDIA.

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