



# Application Form

Gurgaon Greens, Sector 102, Gurugram

## Checklist of Documents to be submitted along with the Application Form

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

### Resident of India

- Copy of PAN Card
- Photograph(s) of Applicant(s)
- Any other document/ certificate as may be required by the Company
- Residence Proof

### Partnership Firm

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

### Private Limited Company

- Copy of the PAN Card of the Company
- Photograph(s) of Applicant(s)
- 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
- Photograph(s) of Applicant(s)
- Residence Proof

### NRI/ Foreign National of Indian Origin:

- Copy of the Individuals Passport
- Photograph(s) of Applicant(s)
- 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
- Residence Proof

Customer's Signature: \_\_\_\_\_

Receiving Officer: \_\_\_\_\_

**APPLICATION FOR BOOKING OF A UNIT IN  
GURGAON GREENS, TEHSIL & DISTRICT GURGAON, HARYANA**

Registered under Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate  
(Regulation and Development) Rules, 2017 vide registration no. 36(a) of 2017.

Customer ID(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reservation ID(s) \_\_\_\_\_  
  
Application No. \_\_\_\_\_  
Date \_\_\_\_\_

Emaar MGF Land Limited  
306-308, Square One,  
C-2, District Centre  
Saket, New Delhi-110017

Subject: Application for booking of a unit ("Unit") in the "Gurgaon Greens" situated at Sector -102, Village Dhankot, Tehsil & District Gurgaon, Haryana being developed by Emaar MGF Land Limited ("Application") shown in green color in the approved Building Plans annexed as Annexure A.

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 group housing colony on a piece and parcel of land admeasuring 13.531 acres, under the name and style of Gurgaon Greens, (hereinafter referred to as the "Scheduled Land") situated at sector 102, Village Dhankot, Tehsil & District Gurgaon, Haryana in accordance with approvals from the competent authorities.
- (ii) The Scheduled Land belongs to M/s Kamdhenu Projects Private Limited and M/s Divit Estates Private Limited, both companies incorporated under the Companies Act, 1956, having their registered office at 306-308, Square One ,C-2,District Centre, Saket,New Delhi-110017 (hereinafter collectively referred to as the "Subsidiaries"). The Company has entered into collaboration agreements dated 29.05.2006 and 16.01.2007 (hereinafter referred to as "Development Agreement") with the Subsidiaries for the development of the Scheduled Land and is hence competent to market and sell the units in Gurgaon Greens.
- (iii) The Company is presently inviting applications for the booking of residential Units in Gurgaon Greens (hereinafter referred to as said "Project") registered under the provisions of Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 vide registration no. 36(a) of 2017. The Applicant has been intimated that this Application shall be confined and limited in its scope to the Unit in accordance with the building plan(s) approved by the competent authority.
- (iv) The Applicant, after having read, understood and agreed with the terms and conditions ("Terms & Conditions"), annexed hereto and the terms and conditions contained in the builder buyer agreement prescribed by the Company ("Buyer's Agreement"), pertaining to the booking of the Unit and the limitations and obligations of the Company and the Applicant respectively, does hereby apply for booking of the said Unit, having a carpet area of \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq.ft.) (approximately), area of balconies admeasuring \_\_\_\_\_ sq.mtr/\_\_\_\_\_sq.ft, area of verandahs admeasuring \_\_\_\_\_ and having a super area admeasuring \_\_\_\_\_ sq. mtr (sq. ft.\_\_\_\_) under the following payment plans:-  
 (a) Down Payment Plan\*                       (b) Installment Payment Plan\*                       (c) Subvention Payment Plan  
\*(Opt any one Payment Plan and tick the same)
- (v) The Applicant further undertakes and confirms that it shall pay to the Company the consideration mentioned in the schedule of payment as given in Annexure II ("Payment Plan") attached to this Application.
- (vi) The Applicant hereby remits a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide Cheque/No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of "Emaar MGF Land Ltd.- A/c \_\_\_\_\_" as the booking amount for the said Unit in the Project

Customer Signature(s)

- (vii) 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.
- (viii) 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 Buyer's Agreement by an authorized signatory of the Company.
- (ix) 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.
- (x) The Applicant (successful allottee) 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 in the Project and undertakes to strictly adhere to all the terms and conditions stipulated by the Company from time to time.
- (xi) The Applicant agrees that the Application and subsequent allotment of 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 booking amount deposited herein, shall be refundable to the Applicant without any interest within the time stipulated under the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017.
- (xii) The Applicant undertakes, that upon allotment of Unit by the Company, the Applicant shall sign and return the Buyer's Agreement, and remit the amounts due and payable as set forth in the Payment Plan within a period of 30 (Thirty) days of the dispatch of the Buyer's Agreement by the Company. If the Applicant fails to execute the Buyer's Agreement and other aforementioned documents and deliver the same to the Company within the aforesaid stipulated time period or does not remit the amounts due and payable in terms of the Payment Plan then the Company shall be entitled to cancel the Application of the Applicant, without any further notice at the option of the Company and the Earnest Money along with the Delay Payment Charges, GST borne by the Company till that date and value of Gift vouchers Issued by the Company, if any, (as defined below) shall be forfeited and balance amount if any, shall be refunded to the Applicant.
- (xiii) The Applicant understands that the Applicant shall have no rights including right of ownership in the Scheduled Land/Group Housing Colony, facilities and amenities, save and except, as specified herein in this Application. It is further clarified that the general common areas like lawns, greens, roads, entrance, etc, facilities/amenities/club, etc of the Group Housing Colony are common and for the benefit of all allottees of the entire Group Housing Colony. All rights and interest to develop the Scheduled Land shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such Scheduled Land, facilities and amenities.
- (xiii) 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 forfeiture of Earnest Money and Delay Payment Charges, GST and gift voucher as laid down herein.

Further, the Applicant unequivocally undertakes 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)

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Signature of Fourth Applicant (if any)

**DETAILS OF APPLICANT/s**

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversary    Age

Profession  Designation

Office/Business Name

Address  Pincode

Telephone   Telephone

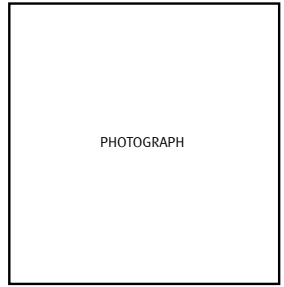
Mobile   Fax

Email

Email

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

Income Tax Permanent Account No.  Nationality



Second Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversary    Age

Profession  Designation

Office/Business Name

Address  Pincode

Telephone   Telephone

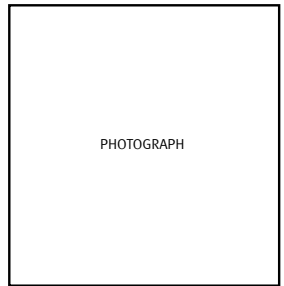
Mobile   Fax

Email

Email

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

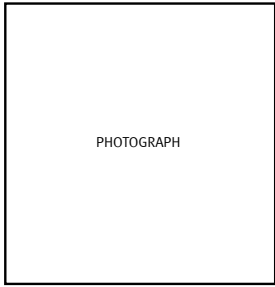
Income Tax Permanent Account No.  Nationality



Third Applicant

Son of/Daughter of/Wife of

Mailing Address



DOB    Anniversary    Age

Profession  Designation

Office/Business Name

Address

Pincode

Telephone   Telephone

Mobile   Fax

Email

Email

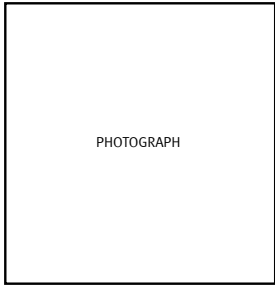
Residential Status (Tick one) Resident  NRI  PIO  Passport No.

Income Tax Permanent Account No.  Nationality

Fourth Applicant

Son of/Daughter of/Wife of

Mailing Address



DOB    Anniversary    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

## DETAIL OF UNIT REQUIRED FOR ALLOTMENT

Unit No. \_\_\_\_\_ Floor no. \_\_\_\_\_

Carpet Area of Unit (in sq. ft.) \_\_\_\_\_ (in sq. mtr.) \_\_\_\_\_

Area of Verandahs: \_\_\_\_\_ Area of Balconies: \_\_\_\_\_

Super Area: \_\_\_\_\_ Parking Space(s) No(s). \_\_\_\_\_

### UNIT PRICE

- A. Unit price of Rs. \_\_\_\_\_/-  
B. EDC, IDC and any interest thereon, as applicable on date of making application for booking amounting to Rs. \_\_\_\_\_/-, of Rs. \_\_\_\_\_/- and Rs. \_\_\_\_\_/-, respectively;  
C. IFMS : Rs. \_\_\_\_\_  
D. Maintenance Charges: As applicable.  
E. Taxes and Cesses: As applicable.  
F. Operational charges

**PAYMENT PLAN OPTED**     DOWN PAYMENT     POSSESSION LINKED     SUBVENTION PLAN

### FOR OFFICE USE ONLY

Provisional Registration of Unit \_\_\_\_\_ Application:  Accepted     Rejected

Unit No. \_\_\_\_\_ Floor no. \_\_\_\_\_

Carpet Area of Unit (in sq. ft.) \_\_\_\_\_ (in sq. mtr.) \_\_\_\_\_

Area of Verandahs: \_\_\_\_\_ Area of Balconies: \_\_\_\_\_

Super Area: \_\_\_\_\_ Parking Space(s) No(s). \_\_\_\_\_

### UNIT PRICE

- A. Unit Price of Rs. \_\_\_\_\_/-;  
B. EDC, IDC, and any interest thereon, as applicable amounting to Rs. \_\_\_\_\_/-, of Rs. \_\_\_\_\_/- and Rs. \_\_\_\_\_/-, respectively.  
C. IFMS: Rs. \_\_\_\_\_/-  
D. Maintenance Charges: As applicable.  
E. Taxes and Cesses: As applicable  
F. Operational Charges.

- Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details (BDA Registration Number etc)

• Special Instructions/Remarks \_\_\_\_\_

\_\_\_\_\_  
Signature (Receiving Officer)

\_\_\_\_\_  
Signature (Sales Head)

Customer Signature(s)

## Terms & Conditions

### I. Definitions and Interpretation:

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

"Applicant" shall mean the applicant, applying for booking 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 Buyer's Agreement.

"Application" shall mean this application for booking of the Unit along with the terms and conditions contained herein.

"Buyer's Agreement" shall mean the Builder Buyer Agreement which will be executed between the Applicant and the Company.

"Total Consideration" shall mean the total consideration for the Unit which shall comprise of the following:

- A. Unit Price of Rs. \_\_\_\_\_/-;
- B. EDC, IDC, IAC and any interest thereon, as applicable amounting to Rs. \_\_\_\_\_/-, of Rs. \_\_\_\_\_/- and Rs. \_\_\_\_\_/-, respectively as on date;
- C. Maintenance Charges: As applicable.
- D. IFMS: Rs.\_\_\_\_/-
- E. Taxes and Cesses: As applicable.
- F. Operational charges

"Building" shall mean the specific building in the Group Housing Colony in which the said Unit may be located.

"Delay Payment Charges" means interest at the rate equivalent to State Bank of India's highest marginal cost of lending rate plus 2% (two percent) or such other rate prescribed under the applicable law.

"Earnest Money" shall mean 10% 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/Buyer's Agreement.

"EDC" means the external development charges levied/leviable by the Government of Haryana now or in future.

"Force Majeure Event" shall include any event beyond the reasonable control of the Company which prevents, impairs or adversely affects the Company's ability to perform its obligation under the Application or the Agreement inter-alia including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Project and delay on account of non-availability of 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 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 and any other such event or circumstance similar or analogous to the foregoing.

"Group Housing Colony" means the 13.531 acres colony being developed by the Company by the name of "Gurgaon Greens", situated at Sector -102, Village Dhankot, Tehsil & District Gurgaon, Haryana comprising of residential apartments, car parking spaces, recreational facilities, landscaped gardens, etc., along with other facilities and amenities including the said Project.

"IAC" means the infrastructure augmentation charges levied / leviable (by whatever name called, now or in future) by the competent authorities for recovery of cost of augmentation of major infrastructure projects and includes 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, now or in future.

"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 Project/Group Housing Colony.

"Maintenance Charges" shall have the meaning ascribed to it in the draft maintenance agreement to be executed between the Applicant, Maintenance Agency and the Company.

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

"Project" means Gurgaon Greens project registered under the Real Estate Act and the Haryana Real Estate (Regulation and Development) Rules, 2017 vide Registration No.36(a) of 2017.

"Taxes and Cesses" shall mean any and all taxes by way of Goods and Services Tax (GST), one time building tax, building and other construction workers welfare fund, or any other taxes, Cesses, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing at the time of respective payments, in connection with the development of the Project, now or in future.

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

- (1) 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 the Terms and Conditions set out in this Application, singular includes plural and masculine includes feminine and neuter gender.
- (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 Project/Group Housing Colony on the Scheduled Land and has understood all limitations and obligations in respect thereof. The Applicant (successful allottee) further acknowledges that the Applicant (successful allottee) has seen and inspected the details of registration of the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 including the Haryana State Rules and Regulations framed thereunder ("Real Estate Act"). The Applicant agrees that there will not be any objections by the Applicant with respect to title/interest of the Subsidiaries and/or the right of the Company for the development of the Project in the Scheduled Land.
- (3) Upon the allotment of the Unit, the Applicant shall pay the Total Consideration of the Unit in terms of the Payment Plan upon the demand being made by the Company, from time to time, in this regard. The Applicant (successful allottee) 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 Subsidiaries 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, recreational and sporting facilities (if any) and common amenities.

- (4) The Company has made it clear to the Applicant that it may carry out extensive developmental/construction activities now or in future in the Group Housing Colony in which the Unit is located and that 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/Group Housing Colony, facilities and amenities, save and except, as specified herein. It is further clarified that the general common areas like lawns, greens, roads, entrance, etc, facilities/amenities/club, etc of the Group Housing Colony are common and for the benefit of all allottees of the entire Group Housing Colony including the allottees of the Project. All rights and interest to develop the Scheduled Land shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such Scheduled Land, facilities and amenities. The Company relying on this specific undertaking of the Applicant in this Application may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
- (6) In accordance with the development plan of the Group Housing Colony, the Company shall develop a club for recreational and sporting facilities ("Club") for the Applicant and other occupants of the Group Housing Colony including the Project, the membership to which is mandatory. The Applicant understands that the Club shall be developed either simultaneous with or after development of the Unit/Building/Project/Group Housing Colony. The Applicant agrees to pay Club Membership Registration Charges ("CMRC"), as applicable, which shall form a part of the Total Sale Consideration.
- (7) The Unit applied for, along with the Project/Group Housing Colony, 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 to be filed in compliance of the Act shall be in strict consonance with other clauses contained herein and the Buyer's Agreement.
- (8) The Company may at its sole discretion develop other recreational facilities for recreational purposes in the said Group Housing Colony. The right of usage of such other recreational facilities, shall be limited to the Applicant (and the occupants of the Unit claiming under them) and their dependants within the Group Housing Colony and is subject to the fulfillment of the terms and conditions as may be stipulated by the Company. The Applicant authorizes the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said other recreational facilities and upon intimation of the formalities to be complied, the Applicant undertakes to fulfill/comply with the same.
- (9) The Total Consideration above includes Taxes and Cesses (consisting of Tax including but not limited to Goods and Services Tax paid or payable by the Company which may be levied, in connection with the construction of the Group Housing Colony/Project payable by the Company) as applicable on the date of this Application. It is agreed between the Company and the Applicant that Goods and Services tax (GST) payable by the Applicant on the Said Unit shall be borne by the Company and the Applicant will not be liable to pay the said GST. However, in the event the allotment of the Said Unit is cancelled for any reasons whatsoever, the Company shall deduct the amount of GST borne by the Company on behalf of the Applicant from the amount paid by the Applicant along with Earnest Money and value of Gift voucher and the Applicant agrees not to object or raise any dispute or claim on the same
- (10) The Company shall periodically intimate in writing to the Applicant (successful allottee), the amount payable as stated in the Payment Plan and the Applicant (successful allottee) shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Applicant (successful allottee) the details of the taxes paid or demanded along with the relevant applicable law together with dates from which such taxes/levies etc. have been imposed or become effective.
- (11) The Total Consideration shall be escalation free, save and except increases which the Applicant (successful allottee) hereby agrees and undertakes to pay, on account of any revision in the EDC, IDC or any other statutory or other charges, Taxes and Cesses, fees, which may be levied or imposed by the concerned authority(ies). The Company undertakes and agrees that while raising a demand on the Applicant (successful allottee) for increase in development charges, cost/charges imposed by the concerned authorities, the Company shall enclose the said applicable law to that effect along with the demand letter being issued to the Applicant (successful allottee), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the concerned authority, which shall include the extension of registration, if any, granted to the Project by the concerned authority and/or execution of Conveyance Deed, whichever is later, the same shall not be charged from the Applicant (successful allottee).
- (12) The Applicant (successful allottee) further understands and agrees that for the purposes of the Act, there is a variance in the value of the Unit inter-se each category as is required/permissible by the applicable laws. Accordingly, the Applicant (successful allottee) agrees that the Company may, at its sole discretion, determine the relative value of the various Units as is required/permissible by the applicable laws for calculating their proportionate share in the common areas and facilities for the purpose of the declaration to be filed under the Act. The Applicant also understands that the common areas and facilities are common for the Group Housing Colony and same shall be used harmoniously by the Applicant along with other occupants of the Group Housing Colony without causing any hindrance or obstruction.
- (13) The Total Consideration includes recovery of price of Scheduled Land, construction of the Unit and the Common Areas, IDC, EDC, IFMS, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, PHE connection, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, FTTH, MDTH, Wi-fi Router charges, solar power charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided.
- (14) It is made clear to the Applicant that the Total Consideration is inclusive of \_\_\_\_no. of reserved car parking space allocated to the Applicant (successful allottee) for exclusive right to use. Right to use of an additional parking space, if required by the Applicant (successful allottee), would be charged at the then prevailing rates for each parking space and will be offered subject to availability. As the right to use the reserved parking spaces are an integral amenity of the Unit, the Unit along with car parking spaces shall form one single indivisible unit, and the Applicant undertakes not to sell/transfer/deal with the allotted parking spaces independent of the Unit.
- (15) A. The Applicant understands that the Company shall treat 10% (Ten percent) of the Total Consideration to be paid/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 Buyer's Agreement. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Company or in the event of failure of the Applicant (successful allottee) to sign and return the Buyer's Agreement in its original form to the Company within thirty (30) days from the date of its dispatch by the Company, the Company shall be entitled to cancel the booking and forfeit the entire Earnest Money along with

the Delay Payment Charges, GST paid by the Company on behalf of the Applicant for the Said Unit and value of Gift voucher issued by the Company and thereafter refund the balance amount, if any, to the Applicant (successful allottee) within the time stipulated under the Haryana Real Estate (Regulation and Development) Rules, 2017. The Applicant (successful allottee) agrees that the conditions for forfeiture as stated hereinabove shall remain valid and effective till the execution and registration of the conveyance deed and that the Applicant (successful allottee) hereby authorizes the Company to effect such cancellation and forfeiture after providing a notice of 30 days prior to such cancellation.

B. The Applicant agrees and confirm that in the event of default by the Applicant of any of the terms and conditions of this Application and/ or Buyers Agreement, the Applicant shall immediately vacate the Unit, if handed over to the Applicant prior to execution of Conveyance Deed for the limited purpose of fit outs. The Applicant further confirms and undertakes that the Applicant shall indemnify the Company (Including its employees, directors, associates etc) for any loss or damage or claim and further the Applicant shall not raise any claim whatsoever against the Company and its directors, employees etc.

- (16) The Applicant is aware that the building plans for the Group housing /Project have been approved by the DTCP, Haryana/DTP, Gurgaon. The Applicant has seen and accepted the building plans, designs, specifications, location of the Building/Unit plans, all of which have been duly prepared by the architects and consultants of the Company and approved by the competent authorities. The Company may carry out any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Unit/Project/Group Housing Colony after following due process of law.) provided that the Company may make such minor additions or alterations as may be required by the Applicant (successful allottee), or such minor changes or alterations as per the provisions of the Real Estate Act.

The Company shall confirm the final carpet area inclusive of verandahs and balconies after the construction of the Building is complete and the occupation certificate is granted by the concerned authority. The Total Consideration payable for the Unit shall be recalculated upon confirmation by the Company. The Parties hereby agree that in the event of reduction in the area, the Company shall refund the excess amounts paid by the Applicant (successful allottee) within 90 (Ninety) days along with Delay Payment Charges, from the date when such excess amount was paid by the Applicant (successful allottee). It is further agreed that in the event of any increase in the carpet area, which shall not be more than 5% (Five Percent) of the carpet area as mentioned herein, the Company shall be entitled to demand the payable amounts from the Applicant (successful allottee) The Parties further agree that all such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.

- (17) The Applicant (successful allottee) further agrees and understands that in case the Company is able to get additional FAR/ density, the Company shall have the sole right to utilize the additional FAR/ density in the manner it may deem fit including but not limited to making additions to the said Building or making additional buildings in and around the land of the Project and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Applicant (successful allottee) acknowledges that the Applicant (successful allottee) has not made any payment towards the additional FAR/ density and shall have no right to object to any of such construction activities carried on the Building/ Project.

- (18) Possession and Conveyance Deed

(a) Within 3 months from the date of issuance of occupation certificate by the concerned authorities, the Company shall offer the possession of the Unit to the Applicant (successful allottee). Subject to Force Majeure and fulfillment by the Applicant (successful allottee) of all the terms and conditions of the Agreement including but not limited to timely payment by the Applicant (successful allottee) of the Total Consideration payable in accordance with Payment Plan, along with stamp duty, registration charges and other charges in connection thereto due and payable by the Applicant (successful allottee) and also subject to the Applicant (successful allottee) having complied with all formalities or documentation as prescribed by the Company, the Company shall offer the possession of the Unit to the Applicant (successful allottee) on or before 31<sup>st</sup> December 2018 and/or such extended period as may be granted by the Authority and/or as may be agreed between the Parties.

(b) Subject to sub-clause (a) above, in the event the Company fails to offer possession of the Unit to the Applicant (successful allottee) within the time lines stipulated in sub- clause (a), the Applicant (successful allottee) may either:

- i. Opt for payment of compensation from the Company calculated at the same rate as the Delay Payment Charges over the amounts paid by the Applicant (successful allottee) calculated from the stipulated period till the actual date of offer of possession by the Company. The Applicant (successful allottee) agrees that the payment of Delay Payment Charges shall be made for every month of delay till the handing over of possession of the Unit and such payment shall be made within the time stipulated under the Real Estate Act. The Company and the Applicant (successful allottee) have agreed that the Delay Payment Charges is a just and equitable estimate of the damages that the Applicant (successful allottee) may suffer and the Applicant (successful allottee) agrees that it shall not have any other claims/rights whatsoever;
- ii. Alternatively, the Applicant (successful allottee) may seek termination of the Buyer's Agreement by written intimation to the Company. In such an event, the Company shall be liable to refund to the Applicant (successful allottee), the actual amounts paid by it along with the Delay Payment Charges(excluding any interest paid/payable by the Applicant (successful allottee) on any delayed payment and paid up taxes) after deduction of GST paid by the Company on behalf of the Applicant for the Said Unit and value of Gift voucher Issued by the Company within the time stipulated under the Real Estate Act. No other claim, whatsoever shall lie against the Company nor be raised otherwise or in any other manner by the Applicant (successful allottee).

Provided however, in the event the Applicant fails to or refuses to take possession of the Unit/execute the Conveyance deed of the Unit for no default on the part of the Company, then the Applicant shall not be eligible/entitled to Delay Payment Charges for the period from offer of Possession till actual physical possession by the Applicant. The Applicant further confirms and undertakes that in such an event the Applicant shall not withdraw from the project and/or cancel the allotment and/or ask for refund of the amounts paid.

(c) If, however, the offer of possession of the Unit is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Applicant (successful allottee) shall not be entitled to any compensation for the period of such delay. The Applicant (successful allottee) agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then the Agreement and the allotment of the Unit shall stand terminated and the Company shall refund to the Applicant (successful allottee) the entire amount received by the Company from the Applicant (successful allottee) after deduction of GST paid by the Company on behalf of the Applicant for the Said Unit and value of Gift voucher Issued by the Company within 90 (ninety) days from that date on which Company confirms that it has become impossible for the Company to implement the Project. The Company shall intimate the Applicant (successful allottee) about such termination at least 30 (thirty) days prior to such termination of the Agreement. After refund of the money paid by the Applicant (successful allottee), the Applicant (successful allottee) agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under the Agreement.

(d) Upon receipt of the occupation certificate from concerned authorities, the Company shall issue a written notice ("Possession Notice") to the

Applicant (successful allottee) requiring the Applicant (successful allottee) to complete the following requirements within 30 days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Company shall, after execution of all such documentation and receipt of all outstanding payments from the Applicant (successful allottee) including all dues payable under the Agreement or as may be payable because of any demands of any concerned authority, permit the Applicant (successful allottee) to take possession of the Unit after:

- i. Payment of any unpaid amounts and as otherwise applicable under applicable laws as mentioned in the notice of possession letter;
- ii. Execution of necessary indemnities, undertakings, maintenance agreement and the like as may be required or determined by the Company in respect of the Unit and in the formats prescribed by the Company

Failure of the Applicant to pay the charges as stipulated in the Possession Notice and/or failure to complete the formalities of possession, the Applicant shall continue to be liable to pay the maintenance charges and holding charges @Rs. 500/- (Rupees Five Hundred Only) plus applicable taxes per day for 2 and 3 BHK units and Rs 750/- (Rupees Seven Hundred and Fifty Only) plus applicable taxes for 4BHK and above units for the entire period of delay.

- (e) Subject to the Applicant (successful allottee) fulfilling all its obligations stipulated herein and the Buyer's Agreement and taking the possession of the Unit in accordance with the Possession Notice, the Company shall prepare and execute a conveyance deed to transfer the title of the said Unit in favour of the Applicant (successful allottee). The Company shall notify the date(s) for execution and registration of the conveyance deed to the Applicant (successful allottee). The Applicant (successful allottee) agrees and undertakes to make itself available and present before the concerned Sub-Registrar for this purpose on the date(s) communicated to it for this purpose by the Company.
  - (f) Subject to the applicable laws and payment of Total Consideration, the conveyance deed shall be executed, in favour of the Applicant (successful allottee), within 3 (three) months from the date of grant of occupation certificate. The Company agrees and undertakes to indemnify the Applicant (successful allottee) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Company. However, if the Applicant fails to execute the Conveyance Deed within the prescribed timelines, provided the Company has complied with all its obligations under the Buyers Agreement and in accordance with law, the Applicant confirms and undertakes that the Applicant shall not raise any dispute or claim whatsoever. The Applicant further undertakes to indemnify the Company (including its employees, directors agents etc) against all claims, actions, demands, litigation, penalty that may arise on account of default on the part of Applicant for not executing the Conveyance Deed.
  - (g) The Applicant (successful allottee) agrees that if the Applicant (successful allottee) is in default of any of the payments as afore-stated, then the Company shall have the right to withhold registration of the conveyance deed in the Applicant's (successful allottee) favor till full and final settlement of all dues to the Company including the Delay Payment Charges is made by the Applicant (successful allottee). The Applicant (successful allottee) undertakes to execute the conveyance deed within the time stipulated by the Company in its written notice, failing which and subject to event of default provisions under the Buyer's Agreement, the Applicant (successful allottee) authorizes the Company to cancel the allotment and terminate the Buyer's Agreement and to forfeit out of the amounts paid by him, the Earnest Money along with Delay Payment Charges, GST paid by the Company on behalf of Applicant for the Said Unit and value of Gift voucher Issued by the Company and to refund the balance amount, if any, without any interest in the manner prescribed in the Agreement.
  - (h) Further, the Company shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent Authority, as the case may be, in accordance with applicable laws.
  - (i) The Applicant (successful allottee) agrees and accepts that in case of any default/delay in payment as per the Payment Plan, the date of handing over of the possession shall be extended accordingly, till the payment of all outstanding amounts to the satisfaction of the Company.
- (19) The Applicant undertakes that upon possession/execution of Conveyance Deed, he shall become the member of association/society of the Unit allottee(s) in the Group Housing Colony, as may be formed by the Company on behalf of the occupants in the Group Housing Colony. In the event the aforesaid association is not formed within the timeframe prescribed under the Real Estate Act then till the formation of such association, the maintenance charges will be paid by the Applicant (successful allottee) from the handing over the possession of the Unit. The Applicant shall pay the fees, subscription charges thereof and shall complete such documentation and formalities, as may be required by the Company for this purpose, as and when such association is formed. In order to secure adequate provision of maintenance services, till such time, the association/society of the Unit allottee(s) is not formed, the Company shall appoint /nominate a Maintenance Agency to provide services as may be required to maintain upkeep, security etc. of the Group Housing Colony. Further, the Applicant (successful allottee) hereby undertakes to deposit with the Company, as per the Payment Plan and to always keep deposited with the said association/society/ Maintenance Agency, as the case may be, Interest Free Maintenance Security ("IFMS") as applicable. The Applicant (successful allottee) undertakes to enter into a maintenance agreement with the said association/society/ Maintenance Agency.
- The Applicant (successful allottee) further agrees and undertakes to pay the Maintenance Charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the Group Housing Colony, its common areas, utilities, equipment installed in the Building and such other facilities forming part of the Group Housing Colony, after receiving possession of the Unit. Further, the Applicant (successful allottee) agrees and undertakes to pay in advance, along with the last installment specified under Payment Plan, advance maintenance charges (AMC) equivalent to Maintenance Charges for a period of 12 months or as maybe decided by the Company / Maintenance Agency at its discretion. Such charges payable by the Applicant (successful allottee) will be subject to escalation of such costs and expenses as may be levied by the Maintenance Agency.
- (20) Time is of the essence with respect to the Applicant's (successful allottee) 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/ Buyer's Agreement and enforce all the payments and seek specific performance of the Buyer's Agreement.
  - (21) 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. Such mortgage or charge shall not affect the right and interest of the Applicant (successful allottee).
  - (22) 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.

- (23) In case the Applicant (successful allottee) is a non-resident Indian or a foreign national of Indian origin then it shall be his responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act"), any rules and/or guidelines made/issued there under and all other applicable laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Applicant (successful allottee) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Applicant (successful allottee) shall indemnify and keep and hold the Company and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Applicant (successful allottee) subsequent to the execution of the Buyer's Agreement, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the applicable laws.
- (24) The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the Application/allotment of the said Unit applied for herein in any manner whatsoever. The Company shall issue receipts for payment in favor of the Applicant only.
- (25) 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.
- (26) The Applicant (successful allottee) shall not transfer, assign or create any further right with respect to his/her/their/it's right, title, or interest, in allotment of the said Unit or any portion thereof until 10% of the Total Consideration along with all the dues or charges payable to the Company are paid. The Applicant (successful allottee) is, however entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Company who may at its discretion permit the same on such terms and conditions and charges as it may deem fit. The Applicant (successful allottee) shall pay to the Company administrative charges as applicable from time to time in respect of such substitutions or nominations. Further the Applicant (successful allottee) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Applicant (successful allottee) in violation of the Agreement shall be a default on the part of Applicant (successful allottee) entitling the Company to cancel the Buyer's Agreement and to avail of remedies as set forth in the Agreement.
- (27) 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.
- (28) 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 applicants and no separate communication shall be necessary to the other named Applicant.
- (29) The Applicant shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant.
- (30) 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.
- (31) That the rights and obligations of the Parties under or arising out of this Application shall be construed and enforced in accordance with the Real Estate Act including other applicable laws of India for the time being in force.

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, including the interpretation and validity of the terms 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 the adjudicating officer appointed under the Real Estate Act.

All or any disputes arising out or in connection with this Agreement which are not within the scope and purview of Real Estate Act, shall be settled amicably by mutual discussion, failing which, the same shall be referred to and finally resolved by arbitration pursuant to the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereto. The seat and venue of the arbitration shall be Gurgaon, India. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Company.

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 Delayed Payment Charges, as may be imposed upon me/us, GST paid by the Company on my behalf for the Said Unit and value of Gift voucher Issued by the Company.

Date \_\_\_\_\_

Place \_\_\_\_\_

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

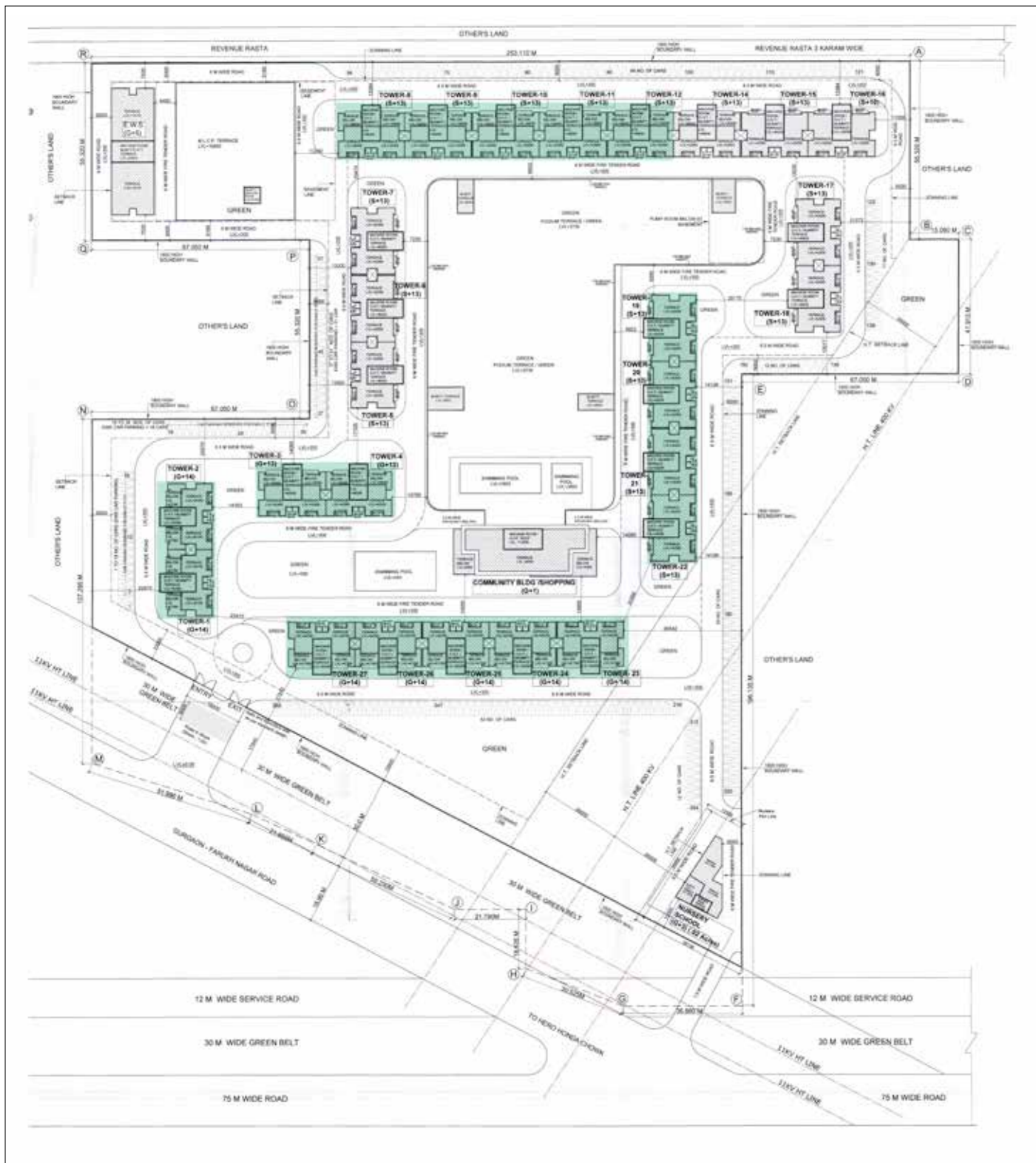
\_\_\_\_\_  
Signature of Second Applicant (if any)

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

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

# ANNEXURE A

APPROVED BUILDING PLAN SHOWING TOWERS BEING LAUNCHED, SHADED IN COLOR



## ANNEXURE B

### PAYMENT PLAN

## SUBVENTION PAYMENT PLAN

Installment	Milestones	Amount/ Percentage	Contribution	Remarks
Bullet 1	Booking Amount	Rs. 1 Lac	Customer	Online transfer
	Within 3 days of Booking Amount	Rs. 8 Lacs + 100% of BA registration + Admin charges	Customer	PDC to be collected with Booking Amount
Bullet 2	Within 30 days from Issuance of Allotment letter and Registration of Buyers Agreement	15% of Unit Price (less Bullet 1)	Customer	Maintenance Benefit# gets triggered
Bullet 3	By 1st March 2019 or intimation of possession (whichever is earlier)	75% of Unit Price + 100% EDC & IDC	Bank	Subvention Period until 1st March 2021.
Bullet 4	By 1st March 2021	10% of Unit Price + 100% IFMS + 100% Operational Charges	Customer	Maintenance Benefit is adjusted as credit note/discount

Home Loan eligibility is subject to HFI/Bank's own assessment of customers eligibility.

Note:

1. Cheque to be made in Favour of "Emaar MGF Land Ltd. A/c \_\_\_\_\_"
2. \*Unit Price comprises of Basic Price + PLCs + Exclusive right to use 1 car parking space + Club Membership charges
3. Total Consideration is inclusive of Unit Price (BSP + Exclusive right to use 01 Car Parking space + PLCs + Club Membership Charges) + EDC + IDC + IFMS + Operational Charges + BA Registration Charges + Administration Charges.
4. Stamp Duty/Registration charges shall be payable along with the last instalment based on then prevailing rates
5. Customer to deduct TDS as per Government norms and provide certificate to the Company
6. GST Payable on the said unit shall be borne by company. In case of cancellation GST paid by company on behalf of customer shall be deducted.
7. #Maintenance Benefits amount shall be adjusted with the last installment as credit note in property account.
8. Gift Voucher cannot be adjusted in the price/any of the above instalment.





**Emaar MGF Land Limited**

**Sales Office:** Emaar Business Park, MG Road, Sikanderpur Chowk, Sector 28, Gurugram 122 002

**Registered Office:** 306-308, Square One, C-2, District Centre, Saket, New Delhi 110 017

[emaar-india.com](http://emaar-india.com)