



MARBELLA

LUXURY LIVING

APPLICATION FORM

Checklist of Documents to be submitted along with the Application Form

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

Resident of India

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

Partnership Firm

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

Private Limited Company

- Copy of the PAN Card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company

Hindu Undivided Family

- Copy of PAN Card of HUF

NRI/ Foreign National of Indian Origin:

- Copy of the Individuals Passport
- In case of Demand Draft (DD) the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant
- In case of cheque all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party

Customer's Signature: _____

Receiving Officer: _____



APPLICATION FOR THE PROVISIONAL ALLOTMENT OF VILLA IN THE UPCOMING PROJECT OF EMAAR MGF LAND LIMITED, "MARBELLA" AT SECTOR 65 & 66, TEHSIL & DISTRICT GURGAON.

Application No. _____

Date _____

Emaar MGF Land Limited

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

Subject: Application for registration & booking of VILLA in the upcoming project of Emaar MGF Land Limited, "Marbella" at Sector **65 & 66**, Village Maidawas, Tehsil & District Gurgaon, Haryana.

Dear Sir(s),

- (i) I/We, the Applicant, whose particulars are mentioned below in this Application, understand that M/s Emaar MGF Land Limited (hereinafter referred to as "**Company**"), has conceived, planned and is in the process of developing and constructing a residential plotted colony known as "**Marbella**" ("**Project**") on a piece and parcel of land admeasuring **108** Acres (approximately) situated at Sector _____, Village Maidawas, Tehsil & District Gurgaon, Haryana (hereinafter referred to as "**Land**"). The Land belongs to various subsidiary companies of Emaar MGF Land Limited in which the Company ultimately holds 100% beneficial interests and collaborators of Emaar MGF Land Ltd. (hereinafter collectively referred to as "**Land Owners**"). The Company has entered into certain collaboration agreements (hereinafter referred to as "**Development Agreements**") with the Land Owners for the development of the Land.
- (ii) The Company within the said Project "Marbella" is inviting Application for the provisional allotment and booking of the independent villas, comprised in the Land. The Applicant understands that this Application relates to one such villa consisting of ground plus _____ floor on a plot tentatively admeasuring _____ sq. yds. or thereabout and tentatively bearing No. _____ (hereinafter referred to as "**said Villa**") in block/sector no. _____ in the Project. The Applicant has been intimated that though the Project may have other components including independent floors, plots and apartments, EWS, shopping malls, community facilities like schools, medical facilities, community centre/ club etc. this Application shall be confined and limited in its scope to the Villa in the aforesaid Land.
- (iii) The Applicant, after having read, understood and agreed with the terms and conditions ("**Terms & Conditions**"), annexed hereto as **Annexure-I**, pertaining to the registration & booking of the said Villa, do hereby apply for registration & booking of the said Villa, under the following payment plans*:
- (a) Full Down Payment Plan (b) Installment Payment Plan (c) Subvention Plan
- *(Opt any one Payment Plan and tick the same)
- (iv) The Company may issue demand letters to the Applicant for making payments, however the Company shall not be obliged to do the same and the Applicant undertakes and confirms that it shall pay to the Company the consideration mentioned in the schedule of payment ("**Payment Plan**")
- (v) The Applicant hereby remits a sum of Rs. _____ (Rupees _____ only) vide Cheque/No(s) _____ dated _____ drawn on _____ in favour of "**Emaar MGF Land Limited- A/c Marbella**" as the registration/booking amount for the said Villa in the Project.

- (vi) 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 said Villa, notwithstanding the fact, that the Company may have issued a receipt(s) in acknowledgement of the money tendered with this Application.
- (vii) The Applicant understands that this Application Form merely expresses the intent of the Company to consider to allot the said Villa to the Applicant and in no way shall be construed as a provisional /final allotment. The Applicant agrees that this Application shall become definitive only after the execution of the Buyer's Agreement. It is also made aware to the Applicant that in case of any conflict between the Application Form and the Buyer's Agreement, the terms of the Buyer's Agreement shall supersede this Application Form and shall prevail.
- (viii) In the event of the Company accepting this Application to provisionally allot the said Villa, the Applicant agrees to pay all further installments and all monies/dues as stipulated in the Payment Plan.
- (ix) The Applicant agrees to execute all the documents in the standard format provided by the Company as and when necessary for the allotment of the said Villa in the upcoming Project "**Marbella**" and undertake to strictly adhere to all the terms and conditions stipulated by the Company, from time to time.
- (x) The Applicant agrees that the Application and subsequent allotment of the said Villa on behalf of the Land Owner is at the sole discretion of the Company and in case the said Villa is not allotted to the Applicant for any reason whatsoever, the Applicant shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein, shall be refundable to the Applicant without any interest within 30 (thirty) days from the date of notice regarding rejection of this Application.
- (xi) The Applicant undertakes to sign and return the Buyer's Agreement, together with all the annexures, draft tripartite maintenance agreement together with the amounts due and payable as set forth in the Payment Plan within a period of 30 (Thirty) days of the receipt of the Buyer's Agreement from the Company. If the Applicant fails to execute the Buyer's Agreement and deliver to the Company within the aforesaid stipulated time period, then the Application of the Applicant shall be treated as cancelled.
- (xii) The Applicant have read and understood the terms and conditions mentioned hereinabove and enclosed along with this Application including those relating to the payment of Sale Price, Total Consideration and other charges, rates, taxes, cesses, levies, etc. and forfeiture of Earnest Money and non Refundable amounts as laid down herein.

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

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

PERSONAL DETAILS FORM

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB Anniversery Age

Profession Designation

Office/Business Name

Address

Telephone Telephone

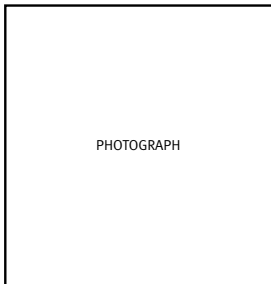
Mobile Fax

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 Anniversery Age

Profession Designation

Office/Business Name

Address

Telephone Telephone

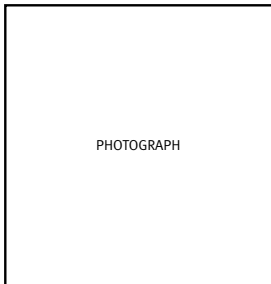
Mobile Fax

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 Anniversery Age

Profession Designation

Office/Business Name

Address

Telephone Telephone

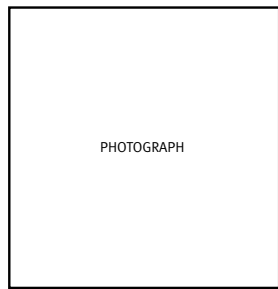
Mobile Fax

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 Anniversery Age

Profession Designation

Office/Business Name

Address

Telephone Telephone

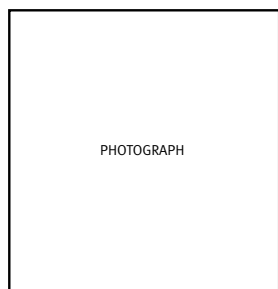
Mobile Fax

Email

Email

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

Income Tax Permanent Account No. Nationality



DETAIL OF UNIT REQUIRED FOR ALLOTMENT

Tentative Unit No. _____ Plot size (in sq. yds.) _____ (in sq. mtr.) _____
Super Built-up Area (in sq. ft.) _____ (in sq. mtr.) _____

UNIT PRICE

- Basic Selling Price @ Rs. _____ per Square Feet/per Square Metre
- External Development Charges (EDC) & Infrastructure Development Charges (IDC)
@ Rs. _____ per Square Yard/per Square Metre
- Club Membership charges (Mandatory) @ Rs. 2 Lakhs

PAYMENT PLAN OPTED

DOWN PAYMENT INSTALLMENT SUBVENTION PLAN

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,

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

Signature of Fourth Applicant (if any)

FOR OFFICE USE ONLY

Provisional Registration of Unit

Application: Accepted Rejected

Tentative Unit No. _____ Plot size (in sq. yds.) _____ (in sq. mtr.) _____
Super Built-up Area (in sq. ft.) _____ (in sq. mtr.) _____

- Basic Selling Price @ Rs. _____ per Square Yard/per Square Metre
- External Development Charges (EDC) & Infrastructure Development Charges (IDC)
@ Rs. _____ per Square Feet/per Square Metre
- Club Membership charges (Mandatory) @ Rs. 2 Lakhs
- Payment Plan Down Payment Installment Subvention Plan
- Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details _____
- Special Instructions/Remarks _____

Signature (Receiving Officer)

Signature (Sales)

Business Development Associate's Seal

ANNEXURE - I

Terms & Conditions forming part of the Application for Registration & Booking of Villa for Provisional Allotment, in the Integrated Township of Emaar MGF Land Limited “Marbella” at Sector _____, Village Maidawas, Tehsil & District Gurgaon, Haryana

I. Definitions and Interpretation:

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

“**Agreement**” shall mean the Buyer’s Agreement which will be executed as per the standard format of the Company.

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

“**Application**” shall mean this application for provisional allotment of Villa in the Project along with the terms and conditions contained herein in Annexure- I.

“**Earnest Money**” shall mean 15% of the Total Consideration to be paid by the Applicant as per the Payment Plan.

“**EDC**” means the external development charges levied by the Government of Haryana, which shall be charged additionally as applicable and the same shall be paid by the Applicant(s) as and when demanded by the Company.

“**Residential Plotted Colony**” means the residential plotted colony being developed by the Company as “Marbella” situated at Sector 65 & 66, Village Maidawas, Tehsil & District Gurgaon, Haryana.

“**IDC**” means the infrastructure development charges levied by the Government of Haryana or any other charges which shall be charged additionally as applicable and the same shall be paid by the Applicant(s) as and when demanded by the Company.

“**Maintenance Agency**” means the Company 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 residential plotted colony.

“**Maintenance Charges**” shall have the meaning ascribed to it in the draft tripartite maintenance agreement, which shall be annexed to the Buyer’s Agreement.

“**Non-Refundable Amounts**” means interests paid or due on delayed payment, interests paid or due on installments, brokerage etc.

“**Payment Plan**” means the details of payments of the Villa and the time schedule for payment as tentatively shared with the Applicant and shall be set out as an **Annexure** to the Buyers Agreement.

“**Project**” means residential plotted colony under the name of “Marbella”, being developed by the Company on a piece and parcel of land admeasuring **108 Acres** (approximately) situated at Sector **65 & 66**, Village Maidawas, Tehsil & District Gurgaon, Haryana.

“**Sale Price**” means consideration payable for the said Villa alongwith the plot underneath more specifically detailed in the Payment Plan. The Sale Price does not include Taxes, charges, security amount/deposits, service tax etc., and other amounts payable as per the terms of the Agreement including but not limited to:

- i) IFMS amounting to **Rs. _____** for the said Villa which shall be deposited by the Applicant(s), as may be decided by the Company.
- ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and sale deed etc. which shall be borne and paid by the Applicant alone.
- iii) A sum equivalent to the proportionate share of Taxes for the said Villa which shall be paid by the Applicant to the Company.
- iv) IDC/ EDC, as applicable and to be paid by the Applicant on a pro-rata basis..
- v) The Maintenance Charges, property tax, municipal tax fees or levies of any kinds by whatever name called on the proportionate basis for the said Villa shall be payable by the Applicant.
- vi) The cost of mainline electricity connection charges, and diesel generator power back up inside the Project, as applicable shall be payable by the Applicant.
- vii) The Club Membership Registration Charges (“**CMRC**”) of Rs. 2,00,000/- (Rupees two lakhs only) for availing the membership of the Club and subsequent maintenance and development charges as may be chargeable by the Company at a later stage and shall be payable by the Applicant(s).
- viii) Any other charges or expenses as may be more particularly specified in the Buyer’s Agreement.

“**Taxes**” shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the Project, now or in future.

“**Total Consideration**” shall collectively mean the Sale Price and prorata share of EDC and IDC as levied by the Government of Haryana but does not include other amounts, charges, security amount, club charges, stamp duty etc. which are payable as and when demanded by the Company in accordance with the terms of this Application / Agreement.

“**Villa**” means the specific Villa applied for by the Applicant(s), details of which have been set out in this Application.

II. Terms:

- (1) The terms and conditions given below are only indicative to enable the Applicant acquaint himself/ herself with the terms and conditions as will be comprehensively set out in the Buyer’s 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 gender.
- (2) The Applicant acknowledges that he/she has seen the relevant documents/papers pertaining to the Land and is fully satisfied about the

right and interest of the Company to develop the Project in the Land and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by him/her with respect to title/interest of the Land Owner and/or the right of the Company for the development of the Project in the Land.

- (3) The Applicant confirms and represents that neither the Land Owner nor the Company has indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant shall have any right or title of any kind whatsoever, in the Land (other than the Villa), community facilities, EWS, shopping area etc. save and except, as mentioned hereinabove.
- (4) The Company has made clear to the Applicant that it may carry out extensive developmental/construction activities in future in the entire area falling outside the Villa and that the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of any inconvenience, which may be suffered by him/her due to such developmental / construction activities or incidental/related activities.
- (5) All rights and interest to develop the Land shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such Land, facilities and amenities. The Company relying on this specific undertaking of the Applicant in this Application may finally agree to provisionally allot the said Villa and this undertaking shall survive throughout the occupancy of the said Villa by the Applicant, his/her legal representatives, successors, administrators, executors, permitted assigns etc.
- (6) In accordance with the development plan of the Project, the Company proposes to develop a club for recreational and sporting facilities (the “Club”) for the Applicant and other occupants of the Project. The Applicant understands that the Club may be developed either simultaneous with or after development of the Villa. The Applicant agrees to pay all charges including but not limited to the Club Membership Registration Charges (“CMRC”) of Rs. 2,00,000/- (Rupees two lakhs only) for availing the membership of the Club, which shall be in addition to the subsequent maintenance and development charges as may be chargeable by the Company at a later stage and the Sale Price and payable as and when required for this purpose by the Company.
- (7) The Applicant has/have understood and agreed that the Sale Price of the Villa does not include any recovery or payments towards Land, shopping areas, community buildings/sites, EWS etc. as well as recovery of payment towards EDC, IDC and maintenance charges of any kind by the Company from the Applicant in any manner whatsoever.
- (8) The prices given in the Payment Plan are exclusive of the External Development Charges (EDC) and Infrastructure Development Charges (IDC). The Allottee shall additionally pay EDC/IDC charges on pro-rata basis along-with other charges as stated above, as applicable to this Project. The Allottee(s) undertakes and acknowledges that the payment for EDC and IDC shall be payable by way of separate cheque in favour of **Emaar MGF Land Limited – A/c Marbella EDC/IDC**, which shall be deposited in a specifically designated account. The Allottee understands and acknowledges that the charges payable towards EDC/IDC shall be tentative and any deficiency in the same shall be recoverable from the Allottee at a later stage. Notwithstanding anything contained herein, in case of any upward revision in the EDC/IDC levied 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 Appropriate Authority of the State Government or any other governmental authority, shall be payable by the Applicant(s) over and above the Sale Price payable by the Applicant for the Villa. The Applicant acknowledges that in case EDC/IDC are levied/ demanded by the government or any other authority from the Company with retrospective effect or after execution of the conveyance deed, the Applicant shall be liable to pay the same on demand. The demand raised by the Company on the Applicant shall be treated as unpaid consideration of the said Villa and the Company shall have first charge and lien on the said Villa to the extent of such unpaid amount till such amount is paid by the Applicant
- (9) The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, Taxes, cesses, charges, taxes of all and any kind by whatever name called, whether levied or leviable now or in future, on the Project (in proportion to the Villa), as the case may be, as assessable/applicable from the date of Application of the Applicant. If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Villa and the Company shall have lien on the Villa of the Applicant(s) for the recovery of such charges.
- (10)
- (11) The Applicant understands that the Company shall treat 15% (fifteen percent) of the Total Consideration to be paid by the Applicant, as per the Payment Plan, as Earnest Money to ensure fulfillment by the Applicant of the Terms and Conditions contained herein and as may be specified in the Buyer’s Agreement.
- (12) **The Applicant agrees and understands that this Application is irrevocable.** In the event, the Applicant is in breach of any terms & conditions subsequent to the provisional allotment of the said Villa, including but not limited to, send the duly signed copy of Buyer’s Agreement within 30 days of receipt of the same from the Company, the Company will be released and discharged of all liabilities and obligations under this Application and/or Buyer’s Agreement. Pursuant to any of the conditions aforesaid, the Applicant understands that the Company at any stage shall have the right to resell the said Villa to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit. On the happening of such an event, the Company will refund to the Applicant the amount paid by the Applicant, without any interest after deducting the Earnest Money along-with Non-Refundable Amounts, if any, payable by the Applicant. The Applicant agrees that in case of such cancellation, refund shall be made only after realization of such refundable amount on further sale/resale of the said Villa to any third party.
- (13) The Applicant has seen and accepted the layout plans, tentative zoning plans, location of the Villa, building plans, floor plans and/or specifications all of which have been duly prepared by the architects and consultants of the Company and is tentative, however the same is liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of competent authority(ies). The Applicant has, in token of his/her/their acceptance of various aforesaid plans of the Project signed this Application and the Applicant shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after sanction of the layout plans of the Project, the Company may, at its discretion, change, alter the location, modify the floor plans and building plans of the said Villa after taking due permissions/approval of the competent authority. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the balance amount without any interest, after deducting the Earnest Money along with non-Refundable amounts, if any. The Applicant confirms and agrees to pay increase in the Total Consideration in case the Super Built - up area of the Villa is increased. The Company shall refund (without any interest) or adjust any refund which becomes due and payable to the Applicant, on account of reduction in the Super Built- up area of the Villa. It is agreed that the rate at which the booking is done shall be the sole criteria of determining the payment/refund.
- (14) If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, or denies the grant of necessary approvals for the Project or the Villa comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any lawsuit/

writ before a competent court and the Company is unable to deliver the Villa even after the final allotment, the Applicant confirms and acknowledges that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant undertakes not to raise any dispute or claim whatsoever in this regard.

- (15) The Company shall make all reasonable efforts to handover possession of the Villa within a period of 30 (thirty) months from the commencement of development works at site, subject to certain limitations as may be provided in the Buyer's Agreement and timely compliance of the provisions of the Buyer's Agreement by the Applicant. The Applicant agrees and understands that the Company shall be entitled to a grace period of 3 months, for applying and obtaining the necessary permission /approvals in respect of the Villa and/or the Project.
- (16) **Subject to the terms as stated in clause 15 herein above**, in the event the Company fails to deliver the possession of the Villa to the Applicant 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, compensation at the rate of Rs. **7.50/-** (Rupees seven and fifty paise only) per sq. ft. of the Villa per month for the period of default, subject to Applicant having fulfilled his/her/its part of the obligations as per the terms of provisional allotment/Buyer's Agreement.
- (17) In the event of the failure of the Applicant to take the possession of the Villa upon being intimated about the same by the Company and in the manner as specifically described in the Buyer's Agreement, the Company shall have the option to cancel the allotment and avail of the remedies as may be stipulated in the Buyer's Agreement or the Company may, without prejudice to its rights under any of the clauses of the Buyer's Agreement, and at its sole discretion, decide to condone the delay by the Applicant in taking over the Villa in the manner as stated in that clause on the condition that the Applicant shall pay to the Company holding charges at the rate of Rs. **7.50/-** (Rupees seven and fifty paise only) per sq. ft for the Villa per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the Villa till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant understands that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to the Total Consideration, maintenance charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant.
- (18) The Applicant agrees, undertakes and confirms to maintain homogeneity of the Project, in terms of standard specifications of the villas being developed in the Project. The Villa allotted to the Applicant can be used only for residential purposes and the Applicant hereby undertakes to use the Villa for residential purpose only and not for any other purpose whatsoever.
- (19) The Applicant understands that the maintenance of the civic amenities of the Project and certain additional services shall be provided by the Maintenance Agency. The Applicant undertakes to pay all the demands, bills, charges as may be raised by the Maintenance Agency from time to time until the same are handed over to the government / local bodies for undertaking maintenance of the Project. Further, the Applicant hereby undertakes to deposit with the Company, as per the payment plan and to always keep deposited with the Maintenance Agency Interest Free Maintenance Security ("**IFMS**") for the Villa. The Applicant undertakes to enter into a tripartite agreement with the said Maintenance Agency.
- (20) The Applicant agrees and understands that the Applicant shall abide by the community rules and regulations for the residents and visitors to the residential plotted colony proposed to be developed by the Company, which may be modified/amended from time to time, by the Company in its sole and absolute discretion. The said rules and regulations ("**the Community Rules and Regulations**") shall be made available by the Company at the time of handover of the possession/ interim possession of the Villa to the Applicant and shall be binding on all the applicants/occupants in the Project. It shall be obligatory for all the applicants/occupants to abide by the Community Rules and Regulations which are incorporated as part and parcel of this Application.
- (21) The Applicant agrees to abide by the rules and regulations as prescribed by the Petroleum and Explosives Safety Organization (PESO) in terms of storage of hazardous, inflammable and Explosive substances within the Premises of the villa. The Provisions of the Inflammable Substances Act, 1952; The Petroleum Rules, 2002; The Gas Cylinder Rules, 2004 and /or any other relevant Act or Rule as applicable from time to time on the Project and Villas.
- (22) The Applicant shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Villa in favor of the Applicant, which shall be executed and got registered upon receipt of the entire consideration as per the Payment Plan, other dues and charges and/or expenses as may be payable or demanded from the Applicant in respect of the Villa, allotted to him/her/them. The Applicant undertakes to get the sale deed executed within 60 (sixty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the building from the competent authority failing which the Applicant authorizes the Company to cancel the allotment and forfeit the Earnest Money etc. and refund the balance price paid by the Applicant without any interest after deducting non Refundable Amounts, upon realization of money from resale/re-allotment to any third party on behalf of the Land Owner.
- (23) Time is the essence with respect to the Applicant's obligations to pay the entire amount as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fees and other charges that will be more specifically stipulated in the Buyer's Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be and also to perform or observe all the other obligations of the Applicant under the Buyer's Agreement. However, the Company may, in its sole discretion, waive its right to terminate the allotment/agreement and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the possession of the Villa will be handed over to the Applicant only upon the payment, by the Applicant, of all outstanding dues, penalties etc., along with simple interest at the rate of 24% (Twenty Four percent) p.a. till the date of payment.
- (24) 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/their respective Villa or the receivables, if any, accruing or likely to accrue therefrom, subject to the Villa being made free of any encumbrances at the time of execution of the conveyance/sale deed in favor of the Applicant(s) or his/her/their nominee.
- (25) The Applicant shall pay, from time to time, and at all times, the amounts which the Applicant is liable to pay, as agreed, and to observe and perform all the covenants and conditions of this Application and to keep the Company and its agents and representatives, 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.
- (26) It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Villa, it shall be the sole responsibility of non resident Indian/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and

provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Buyer's Agreement. Any refund, transfer of security, if provided in terms of the Buyer's Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the provisions of FEMA and / or prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.

- (27) The Applicant is/are, 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 sole discretion permit the same on such terms and conditions and charges as it may deem fit. The Applicant shall pay to the Company transfer charges as applicable from time to time in respect of such substitutions or nominations.
- (28) 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 Villa applied for herein in any manner whatsoever. The Company shall issue receipts for payment in favor of the Applicant only.
- (29) The Applicant shall use and occupy the Villa for residential purposes in such manner and mode as may be provided in the Buyer's Agreement.
- (30) The provisional allotment of the Villa as well as the allotment thereafter of the Villa 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 for the development of the Project, 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 Villa or the Company is unable to deliver possession of the Villa 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, the Company shall be entitled to a reasonable extension of the time for delivery of possession of the Villa. The Applicant understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money without any interest thereto.
- (31) In case of joint Applicant, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant.
- (32) The Applicant shall inform the Company in writing of any change in the mailing address mentioned, 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.
- (33) 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.
- (34) 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, shall hold the arbitration proceedings at the registered office of the Company in New Delhi. The Applicant 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 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/or concerning this Application, regardless of the place of execution or subject matter of this Application.

I/We have fully read and understood the Terms and Conditions and agree to abide by the same. I/We understand that the Terms and Conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the 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 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, as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/ our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the Terms and Conditions set out in this Application, I/we shall be left with no right, title interest or lien on the Villa applied for and/ or allotted to me/us in any manner whatsoever.

Date: _____

1. _____

Place: _____

2. _____

Signature of the Applicant(s)



CREATING A NEW INDIA.

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