



MOHALI HILLS

**APPLICATION FOR ALLOTMENT OF PLOT  
IN MOHALI HILLS, PUNJAB**

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

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

### **Resident of India:**

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

### **Partnership Firm:**

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

### **Private Limited Company**

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

### **Hindu Undivided Family**

- Copy of PAN Card of HUF

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

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



**APPLICATION FOR ALLOTMENT OF A PLOT IN MOHALI HILLS,  
S. A. S. NAGAR, MOHALI, DISTRICT MOHALI, PUNJAB**

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

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

**Emaar MGF Land Limited**

1st Floor, S.C.O. No. 120-122

Sector-17-C, Chandigarh – 160 017. India.

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 the “Company”), is in the process of developing an Integrated Mega Township at Mohali, Punjab known as “Mohali Hills” (“Project”) on a piece and parcel of land admeasuring [.] Acres (approximately) situated at S. A. S. Nagar, Mohali, District Mohali, Punjab (hereinafter referred to as “Land”). The Land belongs to various subsidiaries of the Company (hereinafter collectively referred to as “Subsidiaries”) and the Company has entered into collaboration agreements with the Subsidiaries and is hence competent to market and sell the plots in the said Land.
- (ii) The Company has obtained permissions for change of land use for further parcels of land in sectors 99, 104, 105 and 109 which is part of the Integrated Mega Township and is inviting applications for the provisional allotment and booking of independent plots, comprised in the said Land. The Applicant understands that this Application relates to one such plot admeasuring \_\_\_\_\_ sq.yds. bearing no. \_\_\_\_\_ (hereinafter referred to as the said ‘Plot’) in block/sector no. \_\_\_\_\_ in the said Project. The Applicant has been intimated that though the Project has various components including independent floors, villas, plots and apartments etc. this Application is confined and limited in its scope to the said Plot only in the said Land.
- (iii) The Applicant, after having read, understood and agreeing with the terms and conditions pertaining to the registration & booking of the said Plot, does hereby apply for registration & booking of the said Plot, under the following payment plan:  
 (a) Down Payment Plan\*       (b) Installment Payment Plan\*  
\*(Opt any one Payment Plan and tick the same)
- (iv) The Applicant further undertakes and confirms that the Applicant shall pay to the Company the consideration mentioned in the schedule of payment (“Payment Plan”) annexed hereto as Annexure I.
- (v) The Applicant hereby remits a sum of Rs. 5,00,000/- (Rupees Five lacsonly) vide Cheque/No(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of “Emaar MGF Land Ltd.- A/c Mohali Hills” as the registration/booking amount for the said Plot in the Project.
- (vi) The Applicant agrees and understands that this Application is irrevocable. The Applicant further 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 Plot, 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 merely expresses the intent of the Company to allot the said Plot to the Applicant and in no way shall be construed as a final allotment. The Applicant agrees that this Application shall become definitive only after the execution of the Agreement (hereinafter defined).
- (viii) In the event of the Company accepting this Application to provisionally allot the said Plot, the Applicant agrees to pay all further installments and all monies/dues as stipulated in the Payment Plan along with this Application.
- (ix) The Applicant agrees to execute all the documents in the format provided by the Company as and when necessary for the allotment of the said Plot in the Project and undertakes 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 Plot on behalf of the Owners is at the sole discretion of the Company and in case the said Plot 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 Agreement, together with all the annexures, draft tripartite maintenance agreement alongwith the amounts due and payable as set forth in the Payment Plan within a period of 30 (Thirty) days of the receipt of the Agreement. If the Applicant fails to execute the Agreement and deliver to the Company within the stipulated time period, then the Application of the Applicant shall be treated as cancelled and the Earnest Money shall stand forfeited and balance after adjusting the Non-Refundable Amounts shall be liable to be refunded.
- (xii) The Applicant has read and understood the terms and conditions mentioned hereinabove and enclosed along with this Application including those relating to the payment of Total Consideration and other charges, rates, Taxes and Cesses, levies, etc. and forfeiture of Earnest Money and Non-Refundable Amounts as laid down herein.

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

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Signature of Sole/First Applicant

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Signature of Second Applicant (if any)

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Signature of Third Applicant (if any)

## PERSONAL DETAILS

### 1. SOLE OR FIRST APPLICANT

Mr./Ms./M/s. \_\_\_\_\_

Son of /wife of/daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Pin Code \_\_\_\_\_ Country \_\_\_\_\_

(i) Gender - M/F, (ii) Status – Major/Minor (iii) Age \_\_\_\_\_ Years (iv) Nationality \_\_\_\_\_

(v) Marital Status \_\_\_\_\_ - If married, no. of children \_\_\_\_\_ (vi) Occupation - Government Service  Private service  Self Employed Professional  Self Employed (Business/Industry)  Others  \_\_\_\_\_

(via) No. of years in Occupation \_\_\_\_\_ (vii) Residential status - Resident/Non Resident/Foreign National of Indian Origin

(viii) Income Tax Permanent Account No. \_\_\_\_\_ - Ward/Circle/Special Range and place where assessed to Income Tax \_\_\_\_\_ (copy enclosed) (ix) In case of Non-resident, Passport No. \_\_\_\_\_ (copy enclosed) (x) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws) (xi) Mailing Address: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Pin Code \_\_\_\_\_ Telephone Nos. \_\_\_\_\_

Fax No. \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

(xii) Office/Business Name and Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Telephone Nos. \_\_\_\_\_ Fax No. \_\_\_\_\_ email \_\_\_\_\_

### 2. SECOND OR JOINT APPLICANT

Mr./Ms./M/s. \_\_\_\_\_

Son of /wife of/daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Pin Code \_\_\_\_\_ Country \_\_\_\_\_

(i) Gender - M/F, (ii) Status – Major/Minor (iii) Age \_\_\_\_\_ Years (iv) Nationality \_\_\_\_\_

(v) Marital Status \_\_\_\_\_ - If married, no. of children \_\_\_\_\_ (vi) Occupation - Government Service  Private service  Self Employed Professional  Self Employed (Business/Industry)  Others  \_\_\_\_\_

(via) No. of years in Occupation \_\_\_\_\_ (vii) Residential status - Resident/Non Resident/Foreign National of Indian Origin

(viii) Income Tax Permanent Account No. \_\_\_\_\_ - Ward/Circle/Special Range and place where assessed to Income Tax \_\_\_\_\_ (copy enclosed) (ix) In case of Non-resident, Passport No. \_\_\_\_\_ (copy enclosed) (x) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws) (xi) Mailing Address: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Pin Code \_\_\_\_\_ Telephone Nos. \_\_\_\_\_

Fax No. \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

(xii) Office/Business Name and Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Telephone Nos. \_\_\_\_\_ Fax No. \_\_\_\_\_ email \_\_\_\_\_

### 3. THIRD OR JOINT APPLICANT

Mr./Ms./M/s. \_\_\_\_\_  
Son of /wife of/daughter of \_\_\_\_\_  
Permanent Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Pin Code \_\_\_\_\_ Country \_\_\_\_\_

(i) Gender - M/F, (ii) Status – Major/Minor (iii) Age \_\_\_\_\_ Years (iv) Nationality \_\_\_\_\_  
(v) Marital Status \_\_\_\_\_ - If married, no. of children \_\_\_\_\_ (vi) Occupation - Government Service  Private service  Self Employed Professional  Self Employed (Business/Industry)  Others  \_\_\_\_\_  
(vii) No. of years in Occupation \_\_\_\_\_ (viii) Residential status - Resident/Non Resident/Foreign National of Indian Origin  
(viii) Income Tax Permanent Account No. \_\_\_\_\_ - Ward/Circle/Special Range and place where assessed to Income Tax \_\_\_\_\_ (copy enclosed) (ix) In case of Non-resident, Passport No. \_\_\_\_\_ (copy enclosed) (x) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws) (xi) Mailing Address: \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Pin Code \_\_\_\_\_ Telephone Nos. \_\_\_\_\_  
Fax No. \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

(xii) Office/Business Name and Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_  
Telephone Nos. \_\_\_\_\_ Fax No. \_\_\_\_\_ email \_\_\_\_\_

### 4. DETAILS OF PLOT REQUIRED FOR ADVANCE REGISTRATION

Type: \_\_\_\_\_ Area of Plot: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. yds.) Tentative No. \_\_\_\_\_

### 5. SALE PRICE

- Basic Sale Price @ Rs. \_\_\_\_\_ per sq. yds. aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
  - Preferential Location Charges (PLC) (if applicable) @ Rs. \_\_\_\_\_ per sq. yds. Aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
  - External Development Charges (EDC) @ Rs. \_\_\_\_\_ per Sq. Yds. aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- Total Price (BSP+ PLC): Rs. \_\_\_\_\_ / (Rupees \_\_\_\_\_ only)

### 6. PAYMENT PLAN: DOWN PAYMENT/INSTALMENT

- (i) Payments to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only, drawn in favour of 'Emaar MGF Land Limited A/C - Mohali Hills, payable at Chandigarh /New Delhi.
- (ii) Allotment to Non Resident and National of Indian Origin shall be subject to Laws of Republic of India.
- (iii) For non-residents/foreign nationals of Indian origin all remittances, acquisition/transfer of the said Plot and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be the sole responsibility of the Applicant.

### 7. DECLARATION

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

Yours faithfully,

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

\_\_\_\_\_  
Signature of Second Applicant

Date \_\_\_\_\_  
Place \_\_\_\_\_

\_\_\_\_\_  
Signature of Third Applicant

**FOR OFFICE USE ONLY**

- (i) Application: Accepted/Rejected
- (ii) Registration of Plot
  - (a) Type \_\_\_\_\_
  - (b) Tentative Plot No. \_\_\_\_\_ Location/BlockNo. \_\_\_\_\_  
(strike out whichever is not applicable)
  - (c) Area of Plot \_\_\_\_\_ Sq.mtr \_\_\_\_\_ Sq. yds
  - (d) Basic Sale Price @ Rs. \_\_\_\_\_  
Preferential Location Charge (PLC) Rs. \_\_\_\_\_  
External Development Charges (EDC) Rs. \_\_\_\_\_  
aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).  
Total Price Payable Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- (iii) PaymentPlan: \_\_\_\_\_
- (iv) Type of Account: \_\_\_\_\_
- (v) Booking amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only)  
received vide Receipt No. \_\_\_\_\_ dated \_\_\_\_\_
- (vi) Mode of Booking: Direct/Through Sales Organiser (Broker) \_\_\_\_\_
- (vii) Special instruction/remarks: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

## **Terms & Conditions forming part of the Application for Registration & Booking of the said Plot for provisional allotment, in the Integrated Township “Mohali Hills” at S. A. S. Nagar, Mohali, District Mohali, Punjab.**

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.

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

“Agreement” shall mean the Plot Buyer’s Agreement which will be executed between the Applicant and the Company.

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

“Application” shall mean this application for provisional allotment of the said Plot in the Project along with the terms and conditions contained herein.

“Earnest Money” shall mean the booking amount of Rs.5,00,000/- (Rupees Five lacs only) paid by the Applicant alongwith this Application.

“EDC” means the external development charges (by whatever name called or in whatever form) levied by the Government of Punjab or any other competent authority on the said Land/Project, which shall be charged additionally as applicable and the same shall be paid by the Applicant as and when demanded and also includes any further increase in such charges.

“Integrated Township” means the Integrated Township being developed by the Company at Mohali Hills at S. A. S. Nagar, Mohali, District Mohali, Punjab and where the said Plot/ Land and other components of the Project are located.

“Maintenance Agency” means the Company or association of owners or such other agency/ body/ entity, to whom the Company may handover the maintenance and upkeep of the Project and who shall be responsible for providing the maintenance services within the Integrated Township.

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

“Non-Refundable Amounts” means interest paid or payable on delayed payments, interest paid/payable on instalments, brokerage paid/payable by the Company, etc.

“Payment Plan” means the price list as set out in Annexure-I to this Application providing details & price of the said Plot.

“Plot” means the specific plot applied for by the Applicant or any alternate plot allotted in lieu of the Plot, details of which have been set out in this Application.

“Project” means Integrated Township under the name of “Mohali Hills”, being developed by the Company at S. A. S. Nagar, Mohali, District Mohali, Punjab which includes apartments, plots, floors, commercial complex, etc.

“Taxes and Cesses” shall mean any and all taxes and cesses paid/payable by the Company and/or its contractors, sub-contractors, suppliers, consultants, etc. by way of value added tax (VAT), 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 Integrated Township, now or in future.

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

- i) IFMS, as applicable.
  - 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 and Cesses for the said Plot shall be paid/payable by the Applicant to the Company.
  - iv) EDC, as applicable. In case of any revision by the government agencies, the same (and arrears, if any) will be applicable on a pro-rata basis and shall be payable by the Applicant.
  - v) The Maintenance Charges, property tax, municipal tax fees or levies of any kinds by whatever name called, on proportionate basis for the said Plot, shall be payable by the Applicant.
  - vi) The cost of mainline electricity connection charges, and diesel generator power back up charges, as applicable shall be payable by the Applicant.
  - vii) Club Charges, if applicable,
  - viii) Any other charges or expenses as may be more particularly specified in the Agreement.
- (2) The Applicant acknowledges that the Applicant has seen the relevant documents/papers pertaining to the said 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 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 Land.
  - (3) 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 or title of any kind whatsoever, in any Land (other than the Plot), buildings, common areas, recreational and sporting facilities (if any) and common amenities, save and except, as mentioned hereinabove.
  - (4) The Company has made clear to the Applicant that it may carry out extensive developmental /construction activities now or in future in the entire area falling outside the Plot 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 Land (other than the Plot), facilities and amenities, save and except, as specified herein. 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 allot the Plot and this undertaking shall survive throughout the occupancy of the Plot by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.



- (6) The Applicant understands that some plots in the said Land/Project attract preferential location charges, ("PLC") for preferentially located plots in the Project which inter-alia maybe park facing, corner plots, major road facing( 60 ft.wide road), etc. In the event that the Applicant is allotted any such preferentially located plot, the Applicant shall be liable to pay the PLC to the Company, as applicable, immediately upon demand by the Company. However, if due to change in the layout plan or request by the Applicant, there is change in location of the Plot, to any other preferential location, where the PLC is higher than the rate as mentioned hereinabove, then in such a case, the Applicant shall be liable to pay the additional PLC as per the revised PLC decided by the Company. However, if due to the change in the layout plan, the Plot ceases to be preferentially located, then in such an event the Company shall be liable to refund only the amount of PLC paid by the Applicant without any interest and/or compensation and/or damages and/or costs of any nature whatsoever and such refund shall be adjusted in the following installment to be paid by the Applicant.
- (7) In accordance with the development plan of the Project, the Company may develop a club for recreational and sporting facilities ( "Club")in the Project. The membership of the Club maybe extended to the Applicant and the Applicant agrees to pay all charges including but not limited to the Club Membership Registration Charges for availing the membership of the Club and usage charges, payable as and when applicable.
- (8) The Plot applied for, along with the Project, shall be subject to the Punjab Apartment and Property Regulation Act, 1995 and Punjab Apartment Ownership Act, 1995, applicable in the state of Punjab, if any, 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, if any, to be filed in compliance of the Act shall be in strict consonance with other clauses contained herein.
- (9) The Applicant has understood and agreed that the Total Consideration does not include any recovery or payments towards Land, running and operation of common amenities and facilities like convenience store or any other conveniences, community buildings/sites, other recreational and sporting activities, if any, as well as recovery of payment towards PLC, EDC and Maintenance Charges of any kind by the Company from the Applicant in any manner.
- (10) The Company may at its sole discretion develop other/recreational facilities for recreational purposes in the said Project. The right of usage of such/recreational facilities, shall be limited to the Applicant (and the occupants of the Plot claiming under them) and their dependants within the Project 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 community centre/ recreational facilities and upon intimation of the formalities to be complied, the Applicant undertakes to fulfill/comply with the same.
- (11) The Applicant agrees and understands that the Applicant is liable to pay EDC, pro-rated per Plot as applicable to this Project. In case of any upward revision thereof by the Government agencies/authorities in future, the same shall also be payable by the Applicant on pro-rata basis. The proportionate amount of EDC and all statutory and non-statutory charges levied by Government of Punjab or any other governmental authority, shall be payable by the Applicant. The Applicant acknowledges that in case EDC is 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 Plot and the Company shall have first charge and lien on the said Plot to the extent of such unpaid amount till such amount is paid by the Applicant.
- (12) The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, Taxes and Cesses, charges, 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 Plot), 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 Plot and the Company shall have lien on the Plot of the Applicant for the recovery of such charges.
- (13) The Applicant understands that the Company shall treat the booking amount of Rs. 5,00,000/- (Rupees Five lacs only) as Earnest Money to ensure fulfillment by the Applicant of the Terms and Conditions contained herein and as may be specified in the Agreement.
- (14) In the event, the Applicant is in breach of any Terms & Conditions of this Application/Agreement including but not limited to, send the duly signed copy of the Agreement within 30 days of receipt of the same, the Company may cancel the allotment and thereafter the Company shall be released and discharged of all liabilities and obligations under this Application and/or Agreement. Pursuant to any of the conditions aforesaid, the Applicant understands that the Company at any stage shall have the right to resell the Plot to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit. On happening of such event, the Company will refund to the Applicant the amount paid by the Applicant, without any interest after deducting the Earnest Money along-with the Non-Refundable Amounts. 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 Plot to any third party.
- (15) The Applicant has seen and accepted the layout plan of the Project as approved by the competent authority, 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 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 lay out plan of the Plot, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute the said Plot. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his nonconsent/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 and the Non-Refundable Amounts, if any. The Applicant confirms and agrees to pay increase in the Total Consideration in case the plot area 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 Plot area. It is agreed that the rate at which the booking is done shall be the sole criteria of determining the payment/refund.
- (16) If as a result of any legislation, order, rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, or denies the grant of necessary approvals for the Project or in any matter relating to completion of the Project or the Plot comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any suit/ writ before a competent court and the Company is unable to deliver the Plot 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.
- (17) Subject to force majeure conditions/ clause, the Company shall make all efforts to offer possession of the Plot within a period of 18 months from the date of the execution of the Agreement, subject to certain limitations as may be provided in the Agreement and timely compliance of the provisions of the Agreement by the Applicant. The Applicant agrees and understands that the Company shall be entitled to a grace period of 6 months, for applying and obtaining the necessary permission /approvals in respect of the Plot and/or the Project.
- (18) Subject to the terms as stated in clause 17 herein above, in the event the Company fails to offer the possession of the Plot to the Applicant within the stipulated time period and as per the terms and conditions of the Agreement, then the Company shall pay, to the Applicant, compensation at the rate of Rs. 50/- (Rupees fifty only) per sq. yd. of the Plot area per month for the period of delay, provided the Applicant has never been in breach of any of the terms and conditions of allotment/ Agreement.
- (19) In the event of the failure of the Applicant to take the possession of the Plot upon being intimated about the same by the Company and in the manner

as specifically described in the Agreement, the Company shall have the option to cancel the allotment and avail of the remedies as may be stipulated in the Agreement or the Company may, without prejudice to its rights under any of the clauses of the Agreement, and at its sole discretion, decide to condone the delay by the Applicant in taking over the Plot 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. 50/- (Rupees fifty only) per sq. yd. for the Plot per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the Plot 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 the delayed payment charges, which shall be separately payable at the risk, responsibility and cost of the Applicant.

- (20) The Applicant agrees, undertakes and confirms that the Plot allotted to the Applicant can be used only for residential purposes and the Applicant hereby undertakes to use and develop the Plot for residential purpose only and not for any other purpose whatsoever.
- (21) The Applicant further agrees and understands that the Applicant shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits for the same on the Plot at the Applicant's sole costs and expenses. For this purpose, the Applicant undertakes that to abide by all rules, bye-laws, notifications, circulars of the local authorities and shall conform, abide by and adhere to the same at all times.
- (22) For the intents and purposes of developing the community in a time bound manner, the Applicant shall complete construction of the house on the said Plot not later than 3 (three) years from the date of execution of conveyance deed/sale deed. In case the Applicant fails and or neglects to complete construction within the stipulated period, the Company shall be entitled, but not obligated, to resume the Plot, refund the amounts paid by the Applicant without any interest after deducting the Earnest Money. Thereafter, the Company shall have the right to resell the said Plot. The Company, may, at its discretion, extend the period for the construction on a written request by the Applicant upon the Applicant making payment of late construction charges @ Rs.50/- per sq. yd. per month for the first delay of one year and the charges maybe increased if the delay is beyond one year. These charges are distinct from the holding charges, if any, payable by the Applicant.
- (23) The Applicant undertakes and agrees that the development of the Plot and construction on the Plot shall be carried out strictly in accordance with the plans/nomenclature in accordance with the Government Approved Zoning and further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame, fenestrations and boundary walls etc.) of the building constructed by Applicant on the Plot shall be in accordance with the guidelines if any, provided by the Company to the Applicant in this regard, which shall be diligently followed by the Applicant.
- (24) The Applicant agrees and undertakes not to divide the Plot into two or more Plots or into self-contained flats and further not to cause or permit or suffer to be done upon the Plot, anything, that may grow to be a nuisance or annoyance to the owners and occupiers of any adjoining or neighbouring plots/property and the Community as a whole.
- (25) The Applicant agrees and undertakes to abide by the community rules and regulations for the residents and visitors to the Project as made by the Company/Maintenance Agency from time to time, which the Company/Maintenance Agency may, from time to time, amend in its sole and absolute discretion. The said rules and regulations ("Community Rules and Regulations") shall be made available by the Company at the time of possession of the Plot to the Applicant and shall be binding on all the applicants/occupants in the Project. The Company shall have a right to from time to time amend and update the Community Rules and Regulations. It shall be obligatory for all the applicant/occupant to abide by the Community Rules and Regulations which are incorporated as part and parcel of this Application.
- (26) 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 Plot. 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 Plots.
- (27) The Applicant undertakes that upon possession, he shall become the member of any association/society of the Plot allottee(s) in the Project, as may be formed by the Company on behalf of the occupants in the Project. The Applicant shall pay the fees, subscription charges thereof and shall complete such documentation and formalities, as may be required by the Company for this purpose, as and when such association is formed the Company may appoint /nominate a Maintenance Agency to provide services as may be required to maintain upkeep, security etc. of the Project. Further, the Applicant hereby undertakes to deposit with the Company, as per the Payment Plan and to always keep deposited with the said association/society/ Maintenance Agency, as the case may be, Interest Free Maintenance Security ("IFMS") at the rate as may be intimated by the Company at a later stage. The Applicant undertakes to enter into a tripartite maintenance agreement with the said association/society/ Maintenance Agency.
- (28) 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 Plot 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 Plot, allotted to the Applicant. (29) 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 fee and other charges that will be more specifically stipulated in the Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be and also to perform or observe all the other obligations of the Applicant under the Agreement. However, the Company may, in its sole discretion, waive its right to terminate the allotment/agreement and enforce all the payments and seek specific performance of the Agreement. In such a case, the possession of the Plot will be handed over to the Applicant only upon the payment, by the Applicant, of all outstanding dues, penalties etc., along with delayed payment charges at the rate of 24% (Twenty Four percent) p.a. till the date of payment.
- (29) The Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/ charge/ securitization of his respective Plot or the receivables, if any, accruing or likely to accrue therefrom, subject to the Plot being made free of any encumbrances at the time of execution of the conveyance/sale deed in favor of the Applicant or his nominee.
- (30) The Applicant shall pay, from time to time, and at all times, the amounts which the Applicant is liable to pay, as agreed, and to observe and perform all the covenants and conditions of 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.
- (31) It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Plot, it shall be the sole responsibility of non resident Indian/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be solely liable for any action that may be

taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.

- (32) The Applicant shall not sell, transfer, assign or part with his/her/their/its right, title, or interest, in the said Plot or any portion thereof until 20% of the Total Consideration along with all the dues or charges payable to the Company are paid. The Applicant may, however, get the name of his/her/their/its assignee(s) substituted in his/her/their/its place prior to the payment of 20% of the Total Consideration, 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. The Applicant understands and agrees that upon the Company permitting such assignment / substitution, the assignee shall not be entitled to any compensation in terms of clause 18 herein above.
- (33) 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 Plot applied for herein in any manner whatsoever. The Company shall issue receipts for payment in favor of the Applicant only.
- (34) The Applicant has specifically acknowledged with the Company that the allotment of the Plot 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 Plot and such other conditions as per the applicable laws.
- (35) The provisional allotment of the Plot as well as the allotment thereafter of the Plot 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 or any legislation, order or rule or regulation made or issued by the Government or any other competent authority refuses, delays, denies the grant of necessary approvals for the Project or if any matters, issues relating to such approvals, permissions, notices, notifications become subject matter of any suit/writ before a competent court. If there is any delay in the delivery of possession of the Plot or the Company is unable to deliver possession of the Plot due to a force majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Plot. 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.
- (36) 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.
- (37) The Applicant shall inform the Company in writing of any change in the mailing address mentioned in the Application failing which all demands, notices etc. by the Company shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant.
- (38) 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.
- (39) 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 at 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 New Delhi shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/ or concerning this Application, regardless of the place of execution or subject matter of this Application.

I/We have fully read and understood the Terms and Conditions and agree to abide by the same. I/We understand that the Terms and Conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Agreement, which shall supersede the Terms and Conditions, to the extent of conflict or inconsistency, set out in this Application. I/We are fully aware that it is not incumbent upon the Company to send out notices/reminders in respect of my/our obligations set out in this Application and I/we shall be liable for any default committed by me/us in abiding by the Terms and Conditions. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/ our liabilities and obligations, including but not limited to the forfeiture of Earnest Money, 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 Plot applied for and/or allotted to me/us in any manner whatsoever.

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

\_\_\_\_\_  
**Signature of Second Applicant**

\_\_\_\_\_  
**Signature of Third Applicant**



CREATING A NEW INDIA.

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