



# Application Form

Marbella, Sector 66, Gurugram  
Signature Spanish Villas

## 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
- ☐ Incase 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 BOOKING OF A VILLA IN “MARBELLA” AT SECTOR 65 & 66, VILLAGE MAIDAWAS,  
TEHSIL & DISTRICT GURGAON, HARYANA (“PROJECT”)**

Registered under Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate  
(Regulation and Development) Rules, 2017 vide registration no. 307 of 2017 dated 17.10.2017

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

Date \_\_\_\_\_

**Emaar MGF Land Limited**

306-308, Square One,  
C2, District Centre,  
Saket, New Delhi 110017

Subject: Application for booking of a villa (“**Villa**”) in the project of Emaar MGF Land Limited, “Marbella” at Sector 65 & 66, Village Maidawas, Tehsil & District Gurgaon, Haryana (“**Application**”)

Dear Sir(s),

- (i) I/We, the applicant (“**Applicant**”), whose particulars are mentioned below in this Application, understand that M/s Emaar MGF Land Limited (hereinafter referred to as the “**Company**”), has conceived, planned and is in the process of developing the Project known as “Marbella” (“**Project**”) on a piece and parcel of land admeasuring 107.919 Acres (approximately) situated at Sector 65 & 66, Village Maidawas, Tehsil & District Gurgaon, Haryana, hereinafter refer to as (“**Land**”).
- (ii) The Land belongs to M/s. Vishnu Apartments Pvt. Ltd., M/s. Metroline (Shivpuri) Estates Pvt. Ltd., M/s. Foyer Propbuild Pvt. Ltd., M/s. Garnet Propbuild Pvt. Ltd., M/s. Jive Propbuild Pvt. Ltd., M/s. Kamdhenu Projects Pvt. Ltd., M/s. Sonex Projects Pvt. Ltd., M/s. Active Promoters Pvt. Ltd., M/s. Foray Propbuild Pvt. Ltd., M/s. Fount Propbuild Pvt. Ltd., M/s. Frond Propbuild Pvt. Ltd., M/s. Froth Propbuild Pvt. Ltd., M/s. Gadget Propbuild Pvt. Ltd., M/s. Glade Propbuild Pvt. Ltd., M/s. Logical Developers Pvt. Ltd., M/s. Toff Builders Pvt. Ltd., M/s. Gems Buildcon Pvt. Ltd., M/s. Fondant Propbuild Pvt. Ltd., Sh. Krishan Kumar, Hariom, Bijender, Virender S/o Sh. Ram Niwas, Sh. Ved Prakash, Om Prakash S/o Sh. Govind Lal, Sh. Yogesh S/o Ved Prakash, Vikas alias Vikesh S/o Om Prakash, , Sh. Anil, Sh. Mumkesh S/o Sh. Pratap Singh. Smt. Premwati D/o Sh. Partap Singh, Smt. Asha D/o Sh. Partap Singh, Sh. Munesh Kumar, Sh. Antesh Kumar Ss/o Hari Parkash, Rameshwari W/o Late Sh. Hari Parkash, Smt. Urmila, Pramila, Santosh Ds/o Sh. Hari Parkash, Sh. Satparkash, Satbir, Amit Ss/o Sh. Khacheru, Tarun Kumar S/o Hari Parkash, Natasha d/o Sh. Hari Parkash, Smt Suman wd/o Sh. Hari Parkash and Smt. Shiksha M/o Hari Parakash, Sh. Raj Kumar, Rajender Kumar, Mahesh Kumar, Umesh Kumar Ss/o Sh. Shera, Sh. Asraj Singh, Sunder Singh Ss/o Sh. Sohan Lal, Sh. Jaswant Singh, Dharambir, Mahabir, Surender Kumar S/o Sh. Sanker Lal, Sh. Adesh Tyagi S/o Mahavir Singh, Rajender Sharma S/o Sh. Satparkash, Smt. Kiran Tyagi W/o Sh. Adesh Tyagi (“**Land Owners**”). The Company has entered into collaboration agreements (hereinafter referred to as “**Development Agreement**”) with the Land Owners for the development of the Land and is hence competent to market and sell the villas in the Project.
- (iv) The Company is hereby inviting applications for the provisional allotment and booking of the independent villas, comprised in the Land. The Applicant understands that this Application relates to the Villa consisting of \_\_\_\_\_ (floors) on the Plot admeasuring \_\_\_\_\_ sq mtrs \_\_\_\_\_ (Sq yds) having super built up area of \_\_\_\_\_ sq.ft. (\_\_\_\_sq. mtrs) (approx.), Carpet Area of \_\_\_\_\_ sq.ft. (\_\_\_\_sq. mtrs) , Balconies sq.ft. (\_\_\_\_sq. mtrs) , Verandahs sq.ft. (\_\_\_\_sq. mtrs) and lawns sq.ft. (\_\_\_\_sq. mtrs) and tentatively bearing No. \_\_\_\_\_ (in block/sector no. \_\_\_\_\_) (hereinafter referred to as the “**Villa**”) 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 only to the Villa in the aforesaid Land.
- (vii) The Applicant, after having read, understood and agreeing with the terms and conditions contained herein, and those contained in the Villa buyer’s agreement prescribed by the Company (“**Agreement**”), pertaining to the booking of the Villa and the limitations and obligations of the Company and the Applicant respectively, does hereby apply for booking of the Villa, having an area of \_\_\_\_\_ sq. mtr. \_\_\_\_\_ sq.ft.) (approximately) in the \_\_\_\_\_, as permissible under the applicable laws and of pro rata share in the common areas, defined under clause (n) of Section 2 of RERA, in relation to the Project (“**Common Areas**”), under the following payment plans:-
- ☐ (a) Down Payment Plan\*      ☐ (b) Time Linked Payment Plan\*
- \*(Opt any one Payment Plan and tick the same)
- (ix) The Applicant further undertakes and confirms that it shall pay to the Company the consideration mentioned in the schedule of payment (“**Payment Plan**”) annexed hereto as Annexure II.
- (x) The Applicant hereby remits a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide Cheque/Demand Draft 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 (“**Earnest Money**”).
- (xi) 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 Villa, notwithstanding the fact, that the Company may have issued a receipt(s) in acknowledgement of the money tendered with this Application.

Notwithstanding anything contained herein, the Applicant(s) hereby acknowledge and understand that by virtue of this Application, (i) he/they is/are solely Applicant(s) for booking the Villa; and (ii) the Villa has not been allotted, sold or otherwise transferred by the Company.

- (xii) The Applicant understands that this Application merely expresses the intent of the Company to allot the Villa 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.
- (xiii) In the event of the Company accepting this Application, the Applicant agrees to pay all further installments and all monies/dues as stipulated in the Payment Plan.
- (xiv) The Applicant (successful allottee) agrees to execute all the documents (drafts of which have been seen by the Applicant) as and when necessary for the allotment of the Villa and undertakes to strictly adhere to all the terms and conditions stipulated by the Company from time to time.
- (xv) The Applicant agrees that the Application and subsequent allotment of the Villa is at the sole discretion of the Company and in case the 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 Earnest Money herein shall be refundable to the Applicant without any interest within 30 (thirty) days from the date of notice regarding rejection of this Application.
- (xvi) The Applicant undertakes, that upon allotment of the Villa by the Company, the Applicant shall sign and return the Buyer's Agreement, along with all the annexures, draft maintenance 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 (as defined below) shall be forfeited and balance amount if any, shall be refunded to the Applicant.
- (xvii) 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 Price (defined hereunder) and forfeiture of Earnest Money and Delay Payment Charges 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 FORM

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversery    Age

Profession  Designation

Office/Business Name

Address

Pincode

Telephone   Telephone

Mobile   Fax

Email

Aadhar Card No.

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

Pincode

Telephone   Telephone

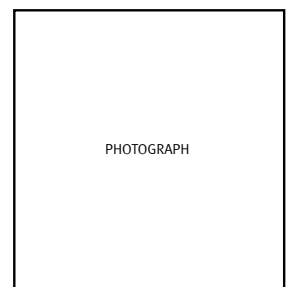
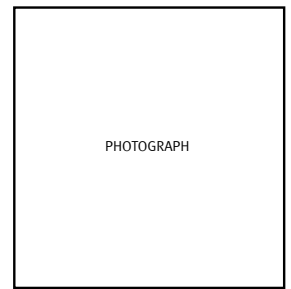
Mobile   Fax

Email

Aadhar Card No.

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

Pincode

Telephone   Telephone

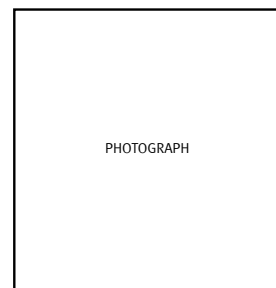
Mobile   Fax

Email

Aadhar Card No.

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

Pincode

Telephone   Telephone

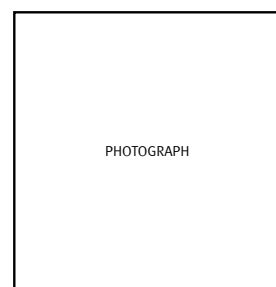
Mobile   Fax

Email

Aadhar Card No.

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

Income Tax Permanent Account No.  Nationality



## DETAILS OF VILLA

### Villa Details

Villa No. \_\_\_\_\_, Plot Size \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.yd., Super Built up area \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft  
Carpet Area \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft., Verandahs \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft  
Balconies \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft., Lawns \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft.

### Details of Pricing:

Unit Price Rs. \_\_\_\_\_

Preferential location charges (PLC):

Green/Park Facing/Adjacent to park: \_\_\_\_\_, Corner: \_\_\_\_\_, Facing \_\_\_\_\_ mtr. (or above) wide road : \_\_\_\_\_

Club Membership Charges \_\_\_\_\_, Interest Free Maintenance Security: \_\_\_\_\_, EDC/IDC: \_\_\_\_\_

Operational Charges/other Charges for miscellaneous facilities: \_\_\_\_\_ Maintenance Charges: \_\_\_\_\_

Taxes and Cess : \_\_\_\_\_ Total Price Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only)

**Payment Plan Opted** ☐ Down Payment ☐ Time Linked Payment Plan

### DECLARATION

I/We the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information 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 Seller shall be entitled to forfeit the amount paid by the Applicant(s).

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

### Villa Details

Villa No. \_\_\_\_\_, Plot Size \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.yd., Super Built up area \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft  
Carpet Area \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft., Verandahs \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft  
Balconies \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft., Lawns \_\_\_\_\_ sq. mtr./\_\_\_\_\_ sq.ft.

### Details of Pricing:

Unit Price Rs. \_\_\_\_\_

Preferential location charges (PLC):

Green/Park Facing/Adjacent to park: \_\_\_\_\_, Corner: \_\_\_\_\_, Facing \_\_\_\_\_ mtr. (or above) wide road : \_\_\_\_\_

Club Membership Charges \_\_\_\_\_, Interest Free Maintenance Security: \_\_\_\_\_, EDC/IDC: \_\_\_\_\_

Operational Charges/other Charges for miscellaneous facilities: \_\_\_\_\_ Maintenance Charges: \_\_\_\_\_

Taxes and Cess : \_\_\_\_\_ Total Price Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only)

### PAYMENT PLAN

☐ Down Payment/☐ Time Linked Payment Plan

Payment received vide Cheque/DD/Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_ only) out of NRE/NRO/FC/SB/CUR/CA Account \_\_\_\_\_

BOOKING: ☐ DIRECT/ ☐ Business Development Associate(BDA):

BDA Details \_\_\_\_\_ BDA HRERA registration no. \_\_\_\_\_

Name & Address, Stamp with signature: \_\_\_\_\_

Special Remarks \_\_\_\_\_

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

Signature (Sales): \_\_\_\_\_

## Terms and Conditions forming part of the Application for Booking of The Villa in “Marbella” at Sector 65 & 66, Village Maidawas, Tehsil & District Gurgaon, Haryana.

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

### Definitions:

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.

**“Act”** shall mean the Haryana Apartment Ownership Act, 1983 applicable in the State of Haryana

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

**“Applicant”** shall mean the applicant, applying for booking of the 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 Buyer's Agreement.

**“Application”** shall mean this application for booking of the Villa in the Project along with the terms and conditions contained herein.

**“Common Areas”** shall mean areas as defined under clause (n) of Section 2 of RERA.

**“Community Rules and Regulations”** shall have the meaning ascribed in clause (xxii).

**“Earnest Money”** shall mean 10 % of the Total Price to be paid by the Applicant as per the Payment Plan.

**“EDC”** means the external development charges levied/ leviable by the Government of Haryana or any competent authority on the Project, now or in future.

**“IDC”** means the internal development charges levied/ leviable by the Government of Haryana or any competent authority on the Project, now or in future.

**“IFMS”** means the interest free maintenance security amounting to Rs. \_\_\_\_\_/- for the Villa which shall be payable by the Applicant to the Company/Maintenance Agency for the maintenance and upkeep of the Project.

**“Force Majeure”** 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 this Application 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.

**“Land”** shall mean the land on which the Project is being developed, as described in para (i) above.

**“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 Project.

**“Maintenance Agreement”** shall mean the agreement required to be entered by the Applicant (successful allottee) with the designated Maintenance Agency, Company and the association of allottees for the maintenance and upkeep of the Project.

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

**“Payment Plan”** means the schedule of payments as set out in Annexure-II to this Application providing details and price of the Villa.

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

**“Possession Notice”** shall have the meaning ascribed to it in clause (xxi) (b).

**“Project”** shall have the meaning as ascribed above.

**“Real Estate Act”** means the Real Estate (Regulation & Development) Act, 2016 including the Haryana State Rules and Regulations framed thereunder.

**“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.

**“Total Price”** means consideration payable for the said Villa by the Applicant(s) to the Company for the Villa amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and shall mean the following:

- I. Unit Price equals to Rs. \_\_\_\_\_/- EDC, IDC and any interest thereon, as applicable amounting to Rs. \_\_\_\_\_/-, and Rs. \_\_\_\_\_/-, respectively;
- II. PLC amounting to Rs. \_\_\_\_\_;
- III. Club Membership Charges of Rs. \_\_\_\_\_/-
- IV. Maintenance Charges: as applicable.
- V. Operational/other charges for miscellaneous facilities
- VI. Taxes and Cesses: As applicable.

Stamp Duty and registration charges shall be payable by the customer at the time of possession to the competent authority(s).

### Terms:

- (i) The Applicant acknowledges that the Applicant(s) 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 on the 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 (“RERA”). The Applicant agrees that there will not be any objections by the Applicant with respect to title/interest of the Land Owners and/or the right of the Company for the development of the Project in the Land.
- (ii) Upon the allotment of the Villa, the Applicant shall pay the Total Price of the Villa in terms of the Payment Plan upon the written demand being made by the Company, from time to time, in this regard. The Applicant confirms and represents that neither the Land Owners nor the Company has indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right, interest or title of any kind whatsoever, in the Land, Common Areas, recreational and sporting facilities (if any) and common amenities, save and except as mentioned hereinabove.
- (iii) 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 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 him/her due to such developmental/construction activities or incidental/related activities.



- (iv) The Applicant understands that the Applicant shall have no rights including right of ownership in the Land, 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 Villa and this undertaking shall survive throughout the occupancy of the Villa by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
- (v) The Applicant understands that some Villa(s) in the Project attract preferential location charges, ("PLC") which inter-alia include villas which are park facing, 15 mtrs and above wide roads, corners, etc. In the event that the Applicant is allotted any such preferentially located villa, the Applicant shall be liable to pay the PLC to the Company, immediately upon demand by the Company, however the same shall be included in total calculation of the Total Price.
- (vii) In accordance with the development plan of the Project, the Company shall develop a club for recreational and sporting facilities ("Club") for the occupants of the Project. The Applicant understands that the Club shall 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") as applicable, which shall form a part of the Total Price.
- (viii) The Villa applied for, along with the Project, shall be subject to the Real Estate Act and Haryana Apartment Ownership Act, 1983 ("Act") applicable in the State of Haryana, or any statutory enactments or modifications thereof.
- (ix) 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 Villa 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.
- (x) The Total Price above includes Taxes (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 Project payable by the Company) upto the date of handing over the possession of the Villa, as the case may be, after obtaining the occupancy certificate. Provided that in case there is any change/modification in the applicable taxes, the subsequent amount payable by the Applicant (successful allottee) to the Company shall be increased/reduced based on such change/modification. Provided further that if there is any increase in the taxes 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, the same shall not be charged from the Applicant (successful allottee). It is agreed that Goods and Services Tax is applicable on Delay Payment Charges. Pursuant to foregoing, Delay Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Applicant (successful allottee) will make such payments to the Company in terms of the Buyer's Agreement.
- (xi) 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.
- (xii) The Total Price 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, the same shall not be charged from the Applicant (successful allottee).
- (xiii) The Applicant understands that the Company shall treat 10% (ten percent) of the Total Price 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 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 receipt by the Applicant (successful allottee), the Company shall be entitled to cancel the booking and forfeit the entire Earnest Money along with the Delay Payment Charges and thereafter refund the balance amount, if any, to the Applicant (successful allottee) within 45 (forty-five) days of such cancellation. 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.
- (xv) The Applicant has seen and accepted the layout plan attached herewith as Annexure-I as has been approved by the competent authority, location of the Villa, etc.. The Company shall not make any additions and alterations in the sanctioned plans, layout plans in respect of the Project without the previous written consent of the Applicant(s) (successful allottee(s)). Provided that the Company may make such minor additions or alterations as may be required by the Applicant(s) (successful allottee(s)), or such minor changes or alterations as per the provisions of RERA.
- (xvi) The Applicant(s) agrees, undertakes and confirms that to maintain homogeneity of the Project, in terms of standard specifications of the residential units being built in the Project, the Villa allotted to the Applicant(s) can be used only for residential purposes and the Applicant(s) hereby undertakes to use the Villa for residential purpose only and not for any other purpose whatsoever.
- (xvii) The Applicant(s) (successful allottee(s)) agrees and undertakes not to divide the Villa into two or more villas or into self-contained flats and further not to cause or permit or suffer to be done upon the Villa, anything, that may grow to be a nuisance or annoyance to the owners and occupiers of any adjoining or neighbouring villa/property and the community as a whole.
- (xviii) POSSESSION AND CONVEYANCE DEED

**(a) Schedule for possession of the Villa** - The Company agrees and understands that timely delivery of possession of the Villa to the Applicant(s) (successful allottee(s)) and the Common Areas to the association of allottees or the authority, as the case may be, is the essence of the contract. The Company assures to hand over possession of the Villa along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place by \_\_\_\_\_, unless there is delay or failure due to Force Majeure (as defined below).

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Applicant(s) (successful allottee(s)) agrees that the Company shall be entitled to the extension of time for delivery of possession of the Villa, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Applicant(s) (successful allottee(s)) agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Company shall refund to the Applicant(s) (successful allottee(s)) the entire amount received by the Company from the allotment within forty five (45) days from that date. The Company shall intimate the Applicant(s) (successful allottee(s)) about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Applicant(s) (successful allottee(s)), the Applicant(s) (successful allottee(s)) 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.

**(b) Procedure for taking possession** - The Company, upon obtaining the part completion certificate/completion certificate and Occupation Certificate from the authority shall issue a written notice ("Possession Notice") to the Applicant(s) (successful allottee(s)) for taking over the possession of the Villa, in terms of the Buyer's Agreement, to be taken within two (2) months from the date of issue of notice.

The Company agrees and undertakes to indemnify the Applicant(s) (successful allottee(s)) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Company. The Applicant(s) (successful allottee(s)), after taking possession, agree(s) to pay the maintenance

charges as determined by the Company/association of allottees, as the case may be.

- (c) **Failure of Allottee to take Possession of Villa** - Upon receiving the Possession Notice from the Company as per aforementioned sub-clause (b), the Applicant(s) (successful allottee(s)) shall take possession of the Villa from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Buyer's Agreement, and the Company shall handover possession of the Villa to the Applicant(s) (successful allottee(s)). In case the Applicant(s) (successful allottee(s)) fails to take possession within the time provided in the Possession Notice, such Applicant(s) (successful allottee(s)) shall continue to be liable to pay maintenance charges and holding charges.
- (d) **Possession by the Allottee** - After handing over physical possession of the Villa to the Applicant(s) (successful allottee(s)), the Company shall also hand over the necessary documents and plans, including Common Areas, to the association of allottees or the Authority, as the case may be, as per the Applicable Laws.
- (e) **Cancellation by Allottee** - The Applicant(s) (successful allottee(s)) shall have the right to cancel or withdraw his allotment in the Project as provided under RERA:
- Provided that where the Applicant(s) (successful allottee(s)) proposes to cancel or withdraw from the Project without any fault of the Company, the Company herein is entitled to forfeit the Earnest Money paid for the allotment of the Villa along with Delayed Payment Charges. The balance amount of money paid by the Applicant(s) (successful allottee(s)) shall be returned by the Company to the Applicant(s) (successful allottee(s)) within 45 days of such cancellation.
- (f) **Compensation** - The Company shall compensate the Applicant(s) (successful allottee(s)) in case of any loss caused to him due to defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under RERA and the claim for interest and compensation under this provision shall not be barred by limitation provided under any applicable laws.
- Notwithstanding anything contained herein, in the event if there is delay in handing over possession due to the delay or non-receipt of the sanctions/ approvals and/or any other permission/sanction from the authorities, then in such an event no such compensation or any other compensation shall be payable to the Applicant(s) (successful allottee(s)).
- (g) The Company, on receipt of Total Price of the Villa as per the Payment Plan from the Applicant(s) (successful allottee(s)), shall execute a conveyance deed and convey the title of the Villa together with proportionate indivisible share in the Common Areas within three (3) months from the date of handing over possession to the Applicant(s) (successful allottee(s)). However, in case the Applicant(s) (successful allottee(s)) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Applicant(s) (successful allottee(s)) authorizes the Company to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Company is made by the Applicant(s) (successful allottee(s)).
- (h) The Applicant(s) agrees and understands that the Applicant(s) (successful allottee(s)) shall abide by the community rules and regulations for the residents and visitors of the Project made by the Company from time to time, which the Company 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 Villa to the Applicant(s) and shall be binding on all the Applicants/occupant in the Project. The Company shall have a right to amend and update the Community Rules and Regulations from time to time. It shall be obligatory for all the applicant/occupant to abide by the Community Rules and Regulations.
- (i) The Applicant(s) undertakes that upon possession, he shall become the member of any association/society of the Villa allottee(s) in the Project, as may be formed by the Company on behalf of the occupants in the Project. In the event the aforesaid association is not formed within the timeframe prescribed under RERA, then till the formation of such association, the maintenance charges will be paid by the Applicant(s) (successful allottee(s)) from the handing over the possession of the Villa. The Applicant(s) 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 Villa 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 Project. Further, the Applicant(s) (successful allottee(s)) 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**"). The Applicant(s) undertakes to enter into a Maintenance Agreement with the said association/society/Maintenance Agency.
- (j) 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 including stamp duty, registration fee and other charges that will be more specifically stipulated in the Buyer's Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be and also to perform or observe all the other obligations of the Applicant(s) under the Buyer's 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.
- (k) The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/ securitization of his 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 patta/conveyance deed in favor of the Applicant(s) or his nominee. Such mortgage or charge shall not affect the right and interest of the Applicant(s) (successful allottee(s)).
- (l) The Applicant(s) shall pay, from time to time, and at all times, the amounts which the Applicant(s) is liable to pay, as agreed herein and the Buyer's Agreement, and to observe and perform all the covenants and conditions of this Application and the Buyer's 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(s). The Applicant(s) 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(s) due to any reason whatsoever.
- (m) The Applicant(s) (successful allottee(s)) shall not transfer, assign or create any further right with respect to his/her/their/its right, title, or interest, in allotment of the Villa or any portion thereof until 10% of the Total Price along with all the dues or charges payable to the Company are paid. The Applicant(s) (successful allottee(s)) 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 subject to applicable laws or any government directions, as may be in force. The Applicant(s) (successful allottee(s)) shall pay to the Company transfer charges as applicable from time to time in respect of such substitutions or nominations. Further the Applicant(s) (successful allottee(s)) 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(s) (successful allottee(s)) in violation of the Buyer's Agreement shall be a default on the part of Applicant(s) (successful allottee(s)) entitling the Company to cancel the Buyer's Agreement and to avail of remedies as set forth in the Buyer's Agreement.
- (n) In case the Applicant(s) (successful allottee(s)) 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(s) (successful allottee(s)) 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(s) (successful allottee(s)) 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(s) (successful allottee(s)) 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.

- (o) The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant(s) and such third party shall not have right in the Application/allotment of the said Villa applied for herein in any manner whatsoever. The Company shall issue receipts for payment in favor of the first named Applicant only.
- (p) The Applicant(s) has specifically acknowledged that the allotment of the Villa 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 Villa and such other conditions as per the applicable laws.
- (q) In case of joint applicants, all communication shall be sent to the Applicant(s), 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(s).
- (r) The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant(s).
- (s) 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.
- (t) 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.
- (u) 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.
- (v) All or any disputes arising out or in connection with the Buyer's 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 contained in this Application 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 herein, to the extent of conflict or inconsistency, set out in this Application. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money and Delayed Payment Charges. I/We further undertake and assure the Company that in the event of cancellation of my/our allotment of the Villa, 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.

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

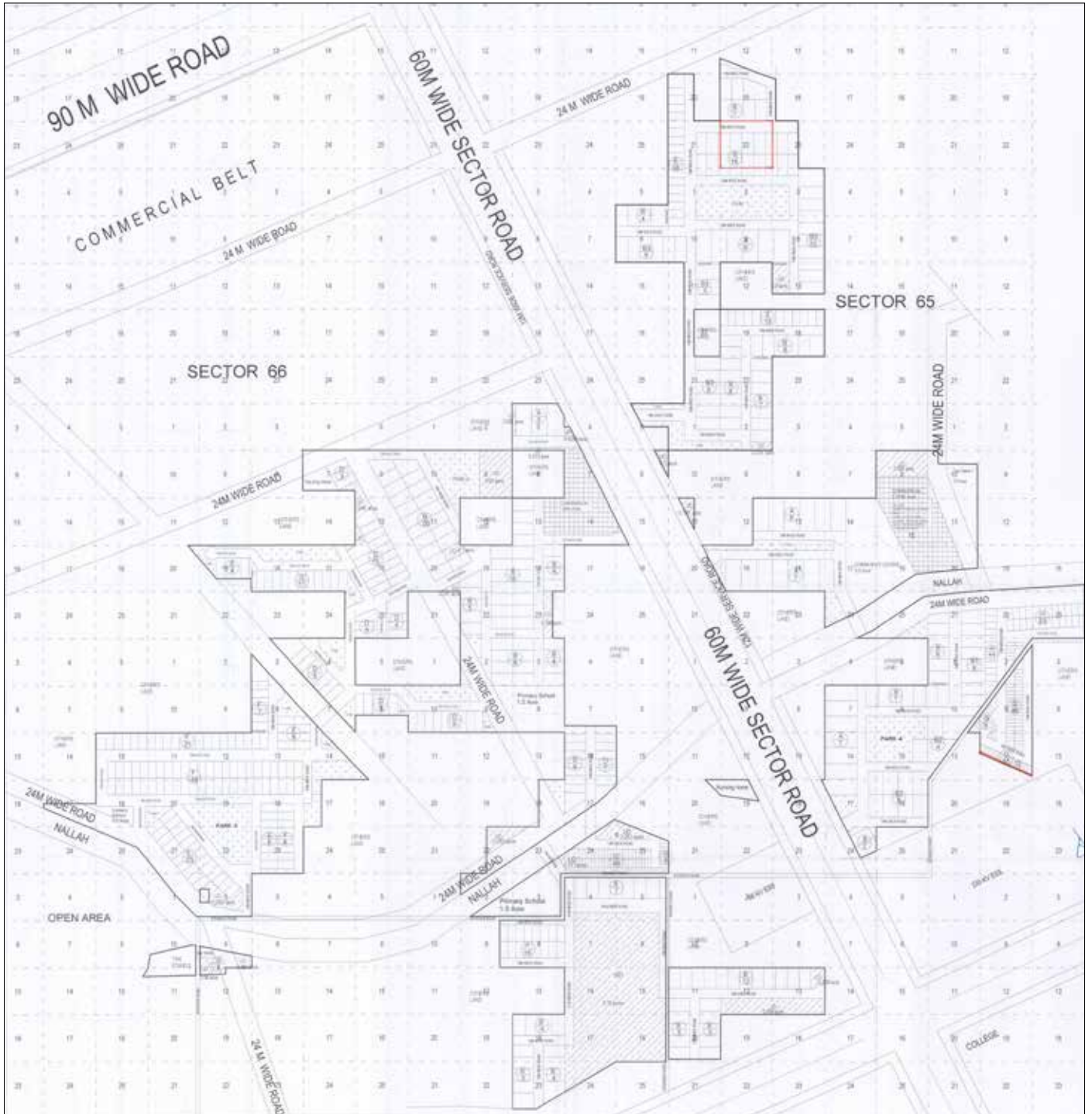
1. \_\_\_\_\_

Place \_\_\_\_\_

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

# ANNEXURE I

## APPROVED LAYOUT PLAN



## **ANNEXURE II**

### **PAYMENT PLAN**



**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)**