



EMERALD PLAZA

**APPLICATION FORM
FOR PROVISIONAL ALLOTMENT OF COMMERCIAL UNIT**



EMERALD PLAZA

ADVANCE REGISTRATION APPLICATION FORM FOR EXPRESSION OF INTEREST FOR A COMMERCIAL UNIT IN “EMERALD PLAZA” AT EMERALD HILLS, SECTOR 65, GURGAON, HARYANA.

Application No. _____

Date _____

Emaar MGF Land Limited

ECE House,
28 Kasturba Gandhi Marg,
New Delhi 110 001.
India

Dear Sir,

I/We wish to register my/our expression of interest for the provisional allotment of a Commercial/Retail Unit (hereinafter referred to as the “**Commercial Unit**”) in your forthcoming project viz. “**Emerald Plaza**” at **Emerald Hills** situated at Sector-65, Gurgaon, Haryana, (“**the Project**”) under the Down Payment Plan/Construction Linked Payment Plan

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

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

I/We are making this Application with the full knowledge that the plans for the building in which the Commercial Unit applied for will be located are not yet sanctioned by the competent authority.

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

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

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

The said Commercial Unit shall be deemed to be allotted to me only after I/we execute the Buyers' Agreement in the standard format provided by Emaar MGF ("**Buyers' Agreement**") after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid down therein and the legal implications thereof and after understanding my/our obligations and liabilities and the obligations and liabilities of Emaar MGF as set forth in the Buyers' Agreement.

I/We agree that the Buyers' Agreement shall not be binding upon Emaar MGF until executed by Emaar MGF Land Ltd.

I/We agree that the registration of EOI and subsequent allotment of Commercial Unit is at the sole discretion of Emaar MGF and in case the Commercial Unit is not allotted to me/us for any reason whatsoever, I/we shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein shall be refundable to me/us without any interest within 30(thirty) days from the date of notice regarding rejection of application for registration of EOI.

I/We agree that the allotment shall become final and binding upon Emaar MGF only after the acceptance by it of the signed Buyers' Agreement within a period of 30(Thirty) days from the date of its dispatch by registered post, together with all the annexures, draft tripartite maintenance agreement together with the amounts due and payable as set forth in the schedule of payments annexed herewith ("**Payment Plan**"). If I/We fail to execute and deliver to Emaar MGF, then my/our application shall be treated as cancelled and all the sums/monies paid/deposited by me/us with Emaar MGF shall stand forfeited without any notice/reminders.

I/We have gone through the above terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

x

Signature of Sole/First Applicant

x

Signature of Second Applicant (if any)

x

Signature of Third Applicant (if any)

PERSONAL DETAILS FORM

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

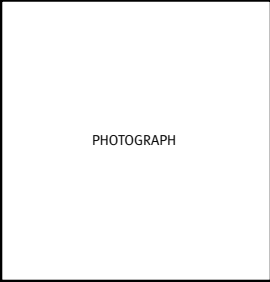
Telephone Mobile

Fax

Email Age

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

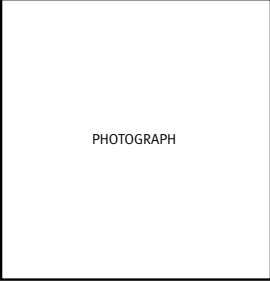
Telephone Mobile

Fax

Email Age

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

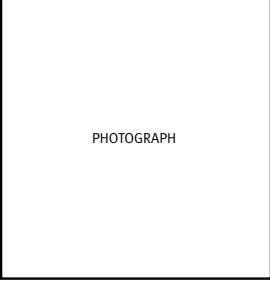
Telephone Mobile

Fax

Email Age

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

Income Tax Permanent Account No. Nationality



DETAIL OF UNIT REQUIRED FOR ALLOTMENT

Tentative Unit No. _____ Floor _____ Super Area of Unit (in sq. ft.) _____ (in sq. mtr.) _____

Parking Space(s) No(s). _____

UNIT PRICE

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

PAYMENT PLAN OPTED: DOWN PAYMENT/INSTALMENT

Note: 1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of "EMAAR MGF Land Ltd. - A/c Emerald Plaza" payable at New Delhi.

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

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

DECLARATION

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

Yours faithfully,

Signature of Sole/First Applicant

Date _____

Place _____

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

FOR OFFICE USE ONLY

Application : Accepted/Rejected

Provisional Registration of Unit

Tentative Unit No. _____ Floor _____ Super Area of Unit (in sq. ft.) _____ (in sq. mtr.) _____

Parking Space(s) No(s). _____

- Basic Price @ Rs. _____ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. _____ per Square Feet/per Square Metre
- External Development Charges (EDC) @ Rs. _____ per Square Feet/per Square Metre
- Infrastructure Development Charges (IDC) @ Rs. _____ per Square Feet/per Square Metre
- Parking Space Charges Rs. _____ (Rupees _____ only) @ Rs. _____ each aggregating to Rs. _____ (Rupees _____ only).
- Payment Plan _____
- Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details _____
- Special Instructions/Remarks _____

Signature (Receiving Officer)

Signature (Inventory)



SCHEDULE-I

BROAD TERMS AND CONDITIONS FOR REGISTRATION OF A COMMERCIAL UNIT IN “EMERALD PLAZA” AT EMERALD HILLS, SECTOR 65, GURGAON, HARYANA

The terms and conditions given below are only indicative to enable the Applicant acquaint himself/herself/themselves/itself with the terms and conditions which shall be comprehensively set out in the Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out herein below in so far as they are inconsistent with the Buyer's Agreement.

1. The Applicant(s) has(ve) made this Application for the provisional allotment of a Commercial Unit with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the area where the Commercial Unit is proposed to be situated, and which have been fully understood by the Applicant(s).
2. The Applicant(s) has(ve) satisfied himself /herself/themselves/itself about the interest and right of the Company in the land on which the said Commercial Unit is being constructed and has fully understood all limitations and obligations in respect thereof. The Applicant(s) agrees that there will not be any further investigations or objections by him/her/them/it in this respect.
3. The Applicant agrees to pay the price of the Commercial Unit and other charges calculated on the basis of land rate per square feet (per sq. mts.), Preferential Location charges per square feet (PLC), and any other charges or levies as applicable as per the Competent Authority. It is further understood by the Applicant that the calculation of all the charges applicable shall be more clearly defined in the Buyers' Agreement and upon execution of the Buyers' Agreement, the method of payment stated therein shall become binding upon the parties to the Buyers' Agreement. It is made clear by the Company and specifically understood by the Applicant that the Company may, in its sole discretion, and for the purpose of complying with the provisions of the Haryana Apartment Ownership Act, 1983 or any other applicable laws.
4. The Company has made clear to the Applicant that it shall be carrying out extensive developmental/construction activities as it may deem fit in future in the entire area falling outside the Commercial Unit, the commercial complex and that the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental/related activities. The Company relying on this specific undertaking of the Applicant in this application may provisionally/finally agree to allot the Commercial Unit and this undertaking shall survive throughout the occupancy of the Commercial Unit by the Applicant, his her legal representatives, successors, administrators, executors, assigns etc.
5. The Commercial Unit applied for, along with the Building, shall be subject to the Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Commercial Unit owner in the common areas and facilities, as specified by the Company in the declaration which may be led by the Company in compliance of Haryana Apartment Ownership Act 1983, shall be conclusive and binding upon the owners of the Commercial Unit(s) and the Applicant confirms that his right, title and interest in the concerned Commercial Unit /building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant that the declaration to be led in compliance of Haryana Apartment Ownership Act, 1983 shall be in strict consonance with other the clauses contained herein.
6. The Applicant(s) has(ve) seen and accepted the plans, designs, specifications which are tentative and the Applicant(s) is/are making Application for allotment with the full knowledge about the building plans, proposed specifications, location of the Commercial Unit, buildings, floor plans and other such terms and conditions. However, the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the Company may consider necessary or as directed by the concerned Competent Authority and /or Architect, at any time after the building plans for the Project are sanctioned and till the grant of occupation certificate by the concerned Competent Authority. The Applicant(s) has(ve) also seen the specifications and information as to the material to be used for the construction of the Commercial Unit, which are also tentative and the Company may make such variations, modifications, changes, deviations, revision and /or any amendment therein as it may deem fit and proper or as may be directed by any Competent Authority and the Applicant(s) hereby gives his/her/their/its consent to such variations and modifications. The Applicant(s) has(ve), in token of his/her/their/its acceptance of various lay-out plans of the said Commercial Unit to be situated in the Building/Complex and specifications, signed and executed the Annexures attached, which forms part and parcel of this Application and shall also form a part of the Buyer's Agreement and the Applicant(s) shall not raise any dispute/claim against the Company in this regard at any time whatsoever. The Applicant(s) hereby gives his/her/their/its consent to such variations, additions, alterations and modifications.
7. The Applicant(s) has/have made the application with full knowledge that the plans for the Building in which the Commercial Unit applied for will be located are not yet sanctioned by the Competent Authority and that in case, for any reason(s), the same are not sanctioned or cancelled or revoked at any point of time during the construction, the Company shall refund all amounts received. That upon receipt of such refund by registered post, the Applicant(s) shall not have any further rights, claims, demands etc. against the Company and the Applicant(s) further undertakes to waive any such claims, rights or demands that it may have against the Company in this regard. Upon such refund of the all amounts received from the Applicant(s) the Company shall be fully released and discharged from all its obligations and liabilities in this regard.
8. The Company shall have the right to effect suitable and necessary changes, alterations, modifications, adjustments, variations, amendments and or revisions in the layout plan of the building or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes (including but not limited to) viz. change in the position of Commercial Unit, change in the no. of the Commercial Unit/or change in its dimensions or change in the height of the building or change in its area. The Applicant(s) understand that to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed and agrees to execute other such documents to effectuate such understanding. The Applicant further agrees and understands that if there is any increase/decrease in the super area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the Commercial Unit was booked and as a consequence of such reduction or increase in the super area, the Company shall only after adjustment of dues, if any, be liable to refund to the Applicant(s) without any interest, only the extra price and other proportionate charges recovered or in the event of any increase in the super area, the Company shall be entitled to recover from the Applicant(s), the additional price and such other proportionate charges, costs and expenses as the case may be.
9. The Applicant(s) agrees that he/she/they/it shall pay the price of the Commercial Unit and such other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project and proportionate share of the other common facilities, as specifically provided in the Buyer's Agreement, which may be located anywhere in the said proposed Commercial Complex, at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of super area of the Commercial Unit shall be more clearly defined in the Buyer's Agreement and upon execution of that Agreement, the method of definition of super area stated therein shall become binding on both the Parties.
10. That the Company has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has(ve) understood and agreed that the computation of the price of the said Commercial Unit does not include recovery of payment towards maintenance charges of any kind by the Company from the Applicant(s) in any manner. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with the designated maintenance agency to be appointed by the Company in this regard.
11. That the Applicant(s) shall reimburse to the Company on demand, including but not limited to, all government rates, taxes, cesses, levies, charges, payments, penalties, fines and any other such outgoings, levy of proportionate development charges of any nature whatsoever, whether levied or leviable now or in future on the Commercial Unit or the Commercial Complex as the case may be, as assessable/applicable from the date of application of the Applicant(s) and the same shall be borne and paid by the Applicant(s).

12. The Applicant(s) understands that the prices given are exclusive of the external development charges (“EDC”) and the infrastructural development charges (“IDC”), pro-rated per Commercial Unit as applicable to this commercial site. Further any future upward revision thereof by the government agencies shall be recovered from the Applicant(s) on pro-rata basis.
13. The Applicant(s) agrees that out of the amount(s) paid/payable by him/her/them/it towards the sale price, the Company shall treat 10% of the sale price as earnest money (“Earnest Money”) to ensure due fulfillment, by the Applicant(s) of all the terms and conditions as contained herein and in the Buyer’s Agreement.
14. The Company and the Applicant(s) hereby agree that the money for the purpose of the application and Buyer’s Agreement shall be per Commercial Unit. The Applicant(s) hereby authorizes the Company to forfeit the Earnest Money along with the interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfillment of any of the terms and conditions herein contained and those of the Buyer’s Agreement as also in the event of failure by the Applicant(s) to sign and return to the Company the Buyer’s Agreement within thirty (30) days of its dispatch by the Company.
15. The Applicant(s) shall enter into a separate Maintenance Service Agreement on the terms and conditions as may be provided in Buyer’s Agreement and the Maintenance Agreement with the designated maintenance agency.
 - (a) In order to secure adequate provision of maintenance services by the Maintenance Agency (“Maintenance Agency”) as may be appointed by the Company in addition to due performance of the Applicant in paying promptly the maintenance bills and other charges, the Applicant hereby undertakes to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the Maintenance Agency/Company, as the case may be, as Interest Free Maintenance Security (“IFMS”) at the rate of Rs. 150/- per sq. feet of the Commercial Unit.
 - (b) Further, the Applicant, upon completion of the said Commercial Unit, undertakes to enter into a Maintenance Agreement with the said Maintenance Agency. The Applicant undertakes to pay the maintenance bills monthly/quarterly, as raised by the said/Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant is in occupation of the Commercial Unit or not.
 - (c) The Company reserves the right to transfer the amount of IFMS to such Maintenance Agency, after adjusting there from any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved/discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Commercial Unit/common areas to such Maintenance Agency, as the case may be.
 - (d) It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant and the Company shall have first charge/lien on the Commercial Unit in respect of any such non-payment of shortfall/increase, as the case may be.
16. (a) The Company shall make all efforts to apply for the Occupation Certificate of the Project within thirty six (36) months from the date of signing of the Buyer’s Agreement, subject to certain limitations as provided in the Buyer’s Agreement and the timely compliance of the provisions of the Buyer’s Agreement by the Applicant(s). The Applicant(s) agrees and understands that the Company shall be entitled to a grace period of hundred and twenty (120) days, after the expiry of thirty six (36) months, for applying and obtaining the Occupation Certificate in respect of the said complex
 The Company, on obtaining the Occupation Certificate and subject to the Applicant(s) having complied with all the terms and conditions of the Buyer’s Agreement, shall handover the Commercial Unit to the Applicant(s) for his/her/their/its occupation and use or as provided in Buyer’s Agreement. In the event the Company fails to deliver the possession of the Commercial Unit to the Applicant(s) within the stipulated time period and as per the terms and conditions of the Buyer’s Agreement then the Company shall be liable to pay interest @ 9% per annum (simple) on the amounts paid by the Applicant from the said delayed period, however the same shall be subject to the Applicant(s) having fulfilled his part of the obligations as per the terms of allotment/ Buyer’s Agreement.
 - (b) Further, it is agreed by the Applicant(s) that in the event of the failure of the Applicant(s) to take the possession of the said Commercial Unit upon being intimated about the same by the Company and in the manner as specifically described in the Buyer’s Agreement, the Company shall have the option to cancel his/her/their/its allotment and avail of the remedies as stipulated in the Buyer’s Agreement or the Company may, without prejudice to its rights under any of the clauses of the Buyer’s Agreement and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the said Commercial Unit in the manner as stated in that clause on the condition that the Applicant(s) (Commercial Unit Allottee(S) at that stage) shall pay to the Company holding charges @ Rs. 50/- per sq. ft. of the super area of the said Commercial Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Commercial Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Applicant(s).
17. It is specifically agreed and understood by the Applicant(s) that the Company may at its sole discretion decide not to allot any or all Commercial Unit(s) to anybody or altogether decide to put in abeyance the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Applicant(s). Further, the provisional and/or final allotment of the Commercial Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
18. The Applicant(s) agrees to 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 sale deed of the said Commercial Unit in favour of the Applicant(s) which shall be executed and got registered upon receipt of the full sale price from the Applicant(s), other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the said Commercial Unit allotted to him/her/them.
19. The Applicant(s) agrees and undertakes that he/she/they/it shall become a member of any association/society of said commercial complex as may be formed by the Company on behalf of Commercial Unit Buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
20. The Applicant(s) agree and understand that time is the essence with respect to their obligations to pay the total sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the 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. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on part of the Company to send demand notices/ reminders regarding the payments to be made by the Applicant(s) as per the Schedule of Payments or obligations to be performed by the Applicant(s).
21. In case of delay of sixty (60) days in making payment by the Applicant(s) to the Company as per the Schedule of Payments, the Company shall have the right to terminate the allotment/Agreement and forfeit the Earnest Money. The Company shall also be entitled to charge interest @ 24% p.a. from the due date of installment(s), as per the schedule of payments, till the date of payment. However, the Company may in its sole discretion, waive its right to terminate the allotment /agreement, and enforce all the payments and seek specific performance of the Buyer’s Agreement. In such a case, the Parties agree that the possession of the Commercial Unit will be handed over to the Applicant(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant(s) to the satisfaction of the Company.
22. The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his/her/their respective Commercial Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Commercial Unit being made free of any encumbrances at the time of execution of sale deed in favour of the Applicant(s) or his/her/their/its nominee. The Applicants(s) further understands that in case of the Applicant(s) who has/have opted for long-term payment plan arrangement with any financial institutions/banks the conveyance of the Commercial Unit in favour of the Applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.

23. The Applicant(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed between them and to observe and perform all the covenants and conditions of application for sale 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).
24. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Commercial Unit it shall be the sole responsibility of non- resident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law in this regard and provide the Company with such permissions, approvals, sanctions, consents of the concerned authorities which would enable the Company to fulfill its obligations under Buyer's Application or Buyer's Agreement. Any refund, transfer of security if provided in terms of the Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his/her/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/they/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility in this regard and the Applicant(s) agrees and undertakes to indemnify and keep the Company fully indemnified and harmless from any harm, injury, losses, claims and demands which may be caused to it due to the non-observance of the applicable rules and regulations in this regard.
25. 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 Commercial Unit applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
26. The Applicant has specifically acknowledged with the Company that the allotment of the Commercial Unit shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Commercial Unit and such other conditions as per the applicable laws.
27. The Applicant shall use and occupy the Commercial Unit for Commercial purposes in such manner and mode as may be provided in the Buyers' Agreement.
28. The Applicant(s) has/have specifically agreed with the Company that the allotment of the Commercial Unit shall be subject to strict compliance of byelaws, rules etc. that may be made by the Company for occupation and use of the Commercial Unit and such other conditions as per the applicable laws. The allotment shall also be subject to the recitals as incorporated in the declaration to be led under the Haryana Apartment Ownership Act, 1983. In case of Joint Applicants all communication shall be sent to the Applicant whose name appears first in the application form, at the addresses given by him, which shall for the purposes and shall be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant. The applicant(s) has agreed to this condition of the Company.
29. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in the allotment letter, 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).
30. The Applicant(s) agrees that the provisional allotment of the Commercial Unit as well as the allotment thereafter of the Commercial Unit shall be subject to force majeure clause which inter alia includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God or if non-delivery of possession is as a result of 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 in any of the aforesaid events the Company shall be entitled to a reasonable extension of the time for delivery of possession of the said Commercial Unit.
31. The Applicant shall be eligible to transfer or nominate said Commercial Unit only after the payment of 25% of the total consideration for the said Commercial Unit on the terms and conditions and/or on the charges that may be stipulated by the Company prior thereto, in this behalf.
32. The Applicant(s) is/are, entitled to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Company, transfer charges as applicable from time to time for the purpose of such substitution/nomination/transfer.
33. Upon execution of the Buyers' Agreement, the terms and conditions, as set out in the Buyers' Agreement, shall supersede the terms and conditions as set out herein.
34. The Company reserves the right to transfer ownership of the Project "Emerald Plaza" in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant undertakes that he shall not raise any objection in this regard.
35. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
36. This Application has been executed at Delhi and the Courts at New Delhi alone shall have the jurisdiction to try and entertain all disputes arising out of or in relation to this Application.
I/we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Buyer's Agreement which shall supersede the terms and conditions set out in this application.

Date _____

1. _____

Place _____

2. _____

3. _____

Signature of the Applicant(s)

Documents to be submitted along with the application form

Resident of India:

- Copy of PAN card.

Photographs in all cases.

Partnership Firm:

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

Private Limited & Limited Company:

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

Hindu Undivided Family (HUF):

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

NRI/Foreign National of Indian Origin:

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



CREATING A NEW INDIA.

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