

**EMAAR**  
INDIA

# APPLICATION FORM

**EBD 89**  
EMAAR BUSINESS DISTRICT

**EMAAR BUSINESS DISTRICT-89 or EBD-89, SECTOR-89, GURUGRAM, HARYANA**  
RERA Registration No.: RC/REP/HARERA/GGM/507/239/2021/75 Dated: 09.11.2021 Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

## CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

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

### Documents to be submitted:

#### Resident of India

<input type="checkbox"/>	Copy of PAN Card and Aadhaar Card.
<input type="checkbox"/>	Photograph(s) of Applicant(s).
<input type="checkbox"/>	Any other document/certificate as may be required by the Company.
<input type="checkbox"/>	Residence Proof of Applicant(s) and any other document/certificate as may be required by the Developer.
<input type="checkbox"/>	Proof of Citizenship.

#### Partnership Firm//Limited Liability Partnership (LLP)

<input type="checkbox"/>	Copy of PAN Card of the Partnership Firm / LLP.
<input type="checkbox"/>	Photograph(s) of Partner(s).
<input type="checkbox"/>	Copy of Partnership Deed/Deed of Limited Liability Partnership.
<input type="checkbox"/>	Registration Certificate of Partnership Firm/LLP.
<input type="checkbox"/>	Proof of Principal place of business.
<input type="checkbox"/>	In case of one of the Partner signing the document on behalf of other Partners an authority letter signed by all the Partners authorizing the said Partner to act on behalf of the Firm.
<input type="checkbox"/>	In case of a person other than Partners signing the document on behalf of Partners an authority letter from all Partners authorizing the said person to act on behalf of the Firm/LLP along with Aadhaar Card.

#### Private/Public Limited Company

<input type="checkbox"/>	Copy of the PAN Card of the Company.
<input type="checkbox"/>	Photograph(s) and Aadhaar Card of Authorised Signatory(ies).
<input type="checkbox"/>	Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary/ Managing Director/Director of the Company.
<input type="checkbox"/>	Proof of Registered office of the Company.
<input type="checkbox"/>	Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company.

#### Hindu Undivided Family

<input type="checkbox"/>	Copy of PAN Card of HUF.
<input type="checkbox"/>	Photograph(s) of Karta of HUF.
<input type="checkbox"/>	Aadhaar Card of Karta of HUF.
<input type="checkbox"/>	Residence Proof.

#### Non Resident Indian (NRI)/Foreign National of Indian Origin/Person of Indian Origin (PIO):

<input type="checkbox"/>	Copy of the Individuals Passport.
<input type="checkbox"/>	Photograph(s) of Applicant(s).
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	Residence Proof.

*Note to the Applicant: The Applicant shall sign all the pages of this Application Form including all annexures attached hereto (which would form part and parcel of this Application Form) in token of the Applicant acceptance of the same.*

**Applicant(s) Signature:** \_\_\_\_\_ **Receiving Officer:** \_\_\_\_\_

**APPLICATION FOR BOOKING OF A SHOP CUM OFFICE (SCO) PLOT IN 'EMAAR BUSINESS DISTRICT-89' or 'EBD-89' AT SECTOR 89, VILLAGE BADHA, TEHSIL MANESAR, DISTRICT GURUGRAM, HARYANA, INDIA.**

Registered under Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 vide registration no. RC/REP/HARERA/GGM/507/239/2021/75 Dated 09.11.2021

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

\_\_\_\_\_

\_\_\_\_\_

Reservation ID(s) \_\_\_\_\_

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

Date \_\_\_\_\_

Existing Customer: Yes  No

Customer ID (If Yes): \_\_\_\_\_

**Emaar India Limited  
(formerly known as Emaar MGF Land Limited)**

306-308, Square One,  
C-2, District Centre,  
Saket, New Delhi-110017

**Subject: Application for booking of a Shop cum Office (SCO) Plot in a commercial plotted colony under the name and style "EMAAR BUSINESS DISTRICT-89" or "EBD-89" at Sector-89, Village Badha, Tehsil Manesar, District Gurugram, Haryana, India**

Dear Sir(s),

I/We, the Applicant, whose particulars is/are mentioned below in this Application, may be provisionally allotted a Shop cum Office (SCO) Plot having a tentative plot area of about \_\_\_\_ sq. mts. (\_\_\_\_ sq. yds) (the "**SCO Plot**") in the commercial plotted colony being developed by Emaar India Limited (formerly known as Emaar MGF Land Limited) under the name & style of "Emaar Business District-89" or "EBD-89" (hereinafter referred to as "SCO Plotted Colony"/the "Project") on piece and parcel of land in total admeasuring 3.70625 Acres (1.4999 Hectares) or thereabout situated at Sector 89, Village Badha, Tehsil Manesar, District Gurugram, Haryana, (the "**Said Land**"). I/We understand that the Said Project is being developed in a planned and phased manner over a period of time, pursuant to the grant of license to develop in terms of the Licence No. 52 of 2021 dated 18.08.2021 valid upto 17.08.2026 granted by the Director, Town and Country Planning, Haryana ('DTCP'). I/We understand that this Application pertains to SCO Plot, the usage whereof shall be commercial in nature.

I/We the Applicant, whose particulars are mentioned below in this Application, agree and understand the following:

- i) That Emaar India Limited (formerly known as Emaar MGF Land Limited) ("Developer") has conceived, planned and is in the process of developing and promoting in a planned and phased manner over a period of time, the SCO Plotted Colony/the Project on the Said Land in accordance with the requisite approvals from the competent authority(ies).
- ii) I/We, the Applicant understand that this Application relates to one such SCO Plot, and this Application shall be confined and limited in its scope to the SCO Plot only.
- iii) The Developer has got registered the SCO Plotted Colony/the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) ("RERA Act") and the Haryana Real Estate (Regulation and Development) Rules, 2017 ("HRERA Rules") for the State of Haryana vide Registration No. RC/REP/HARERA/GGM/507/239/2021/75 Dated 09.11.2021. with the Haryana Real Estate Regulatory Authority for Gurugram at Gurugram, Haryana, India ("HRERA Authority").
- iv) I/We, the Applicant, after having read, understood and agree the terms and conditions annexed hereto and the terms and conditions contained in the Buyer's Agreement/Agreement for Sale prescribed by the Developer pertaining to the

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

booking of the SCO Plot and the limitations and obligations of the Developer and the Applicant respectively, do hereby apply for the booking of the SCO Plot (as defined above) as per the details mentioned herein below:

<b>Name of the Project</b>	<b>'Emaar Business District-89' or 'EBD-89'</b>
<b>SCO Plot No. and the details</b>	No. _____ admeasuring _____ Sq. Mts. (____ Sq. Yds.)
<b>Address of Project</b>	Sector 89, Village Badha, Tehsil Manesar, District Gurugram, Haryana, India

- v) I/We, the Applicant, hereby remit a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only), to the Developer, vide cheque(s)/banker cheque(s)/pay order(s)/demand draft(s) bearing no(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ payable at \_\_\_\_\_ or through electronic transfer vide NEFT/RTGS/UTR/UPI \_\_\_\_\_ in favour of Emaar India Limited A/C " \_\_\_\_\_ "
- vi) I/We, the Applicant, are making this Application with full knowledge of the Applicable Laws, in general and the SCO Plot, the Project/the SCO Plotted Colony in particular. I/We agree that the provisional allotment of the SCO Plot shall be subject to my/our Application being complete in all respects and the initial application amount being realized by the Developer and I/we on completing all other formalities, including but not limited to signing, execution and registration of Agreement for Sale/Buyer's Agreement ("Agreement") and timely payments. I/We agree that the provisional allotment of the SCO Plot shall be at the absolute discretion of the Developer and in case of rejection of my/our Application, I/we undertake not to claim any compensation or interest from the Promoter except refund of my/our initial application amount.
- vii) I/We, the Applicant, agree, undertake, to sign, execute and register the Agreement for the SCO Plot in accordance with the provisions of the RERA Act and the HRERA Rules and any amendments therein from time to time and prevailing as on date of execution. I/We undertake to pay the stamp duty and registration fee for registration of the Agreement and/or other expenses incidental thereto. Allotment of the SCO Plot shall be subject to the terms and conditions of this Application Form, Allotment Letter and/or Agreement (to be executed) and other such terms and conditions.
- viii) The Promoter/Developer, as the case may be, subject to Force Majeure conditions and reasons beyond its control, proposes to complete the development of the Project and offer the possession of the SCO Plot on or before the expiry of the validity of the HRERA Registration Certificate or as maybe further revised/extended or approved by the competent authority/HRERA.
- ix) I/We, the Applicant, have been intimated that the SCO Plot is commercial in nature and can be used solely for the purpose of commercial use in accordance with the prescribed parameters and the Applicant shall be bound by the rules and regulations and norms for the construction as stipulated and/or otherwise notified by the Promoter and/or the Maintenance Agency and/or the competent authority including but not limited to DTCP. The Applicant has been intimated that though the Project/SCO Plotted Colony may have other components, including but not limited to semi-public facility, etc. This Application Form is confined and limited in its scope to the SCO Plot in the Project.
- x) I/We, the Applicant, understand that the Promoter may issue demand letters to me/us, the Applicant for making payments, and the Applicant further undertakes and confirms that it shall pay to the Promoter the consideration mentioned in the Payment Plan to the bank account of the Developer within the stipulated timelines.
- xi) I/We, the Applicant, understand that the provisional allotment of the SCO Plot does not confer any rights to me/us in the SCO Plot unless the Agreement has been executed by the Promoter on receipt of at least ten percent (10%) of the Total Price (as defined hereinafter) of the SCO Plot. I/We undertake that upon the provisional allotment of the SCO Plot by the Promoter to me/us, I/we undertake to timely execute the Agreement and other documents in the manner and also in accordance with the provisions of the Applicable Laws being in force at that time, at my/ our expenses/cost.
- xii) I/We, the Applicant, have understood that only on execution of the Agreement and agreeing to abide by the terms and conditions laid down therein, the allotment shall become final and binding upon the Applicant and the Promoter.
- xiii) I/We the Applicant, after having read, understood and agreed with the terms and conditions (hereinafter referred to as "Terms and Conditions"), annexed hereto as 'Annexure – I', pertaining to the provisional allotment of the SCO Plot, the Total Price whereof mentioned in the price list (hereinafter referred to as "Payment Plan"/"Schedule of Payments") annexed hereto as 'Annexure – II', do hereby apply for provisional allotment of the SCO Plot in the Project, under the following payment plans:

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**Down Payment**

**Development Link Payment Plan**

- xiv) I/We, the Applicant, agree that timely payment of the Total Price and other payments, if any, for maintenance of essential services and common facilities, as per the Payment Plan (as mentioned in 'Annexure-II' hereinafter) is the essence of the provisional allotment. I/We declare and confirm that I/we have understood the Payment Plan as opted by me/us and the binding effect of the terms and conditions and the implications of non-compliance.
- xv) I/We, the Applicant, understand that the terms and conditions mentioned in the Term and Conditions are indicative in nature, which are subject to changes at the discretion of the Developer and detailed Terms and Conditions governing the contractual understanding the Applicant and the Promoter shall be set out in the Agreement.
- xvi) I/We, the Applicant, understand that I/we shall have no right including the right of ownership in the Project/the Said Land, the facilities and amenities, save and except, as specified herein in this Application. All the rights and interest to develop the Said Land shall vest solely with the Developer and the Developer shall have the sole authority to deal in any manner with the Said Land, facilities and amenities.
- xvii) I/We, the Applicant, further understands that this Application Form 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 SCO Plot, notwithstanding the fact, that the Developer may have issued a receipt(s) in acknowledgement of the money tendered with this Application Form.
- xviii) In the event of Developer agreeing to provisionally allot the SCO Plot, I/we the Applicant agree to pay the Total Price payable in respect of the SCO Plot along with all other dues as stipulated in this Application, to be followed by the Allotment Letter and/or as may be intimated by the Developer from time to time and in the manner set out in the Schedule of Payments in terms of the payment plan opted by the Applicant which shall form part of the Agreement. The Applicant has clearly understood that this Application does not constitute an agreement to sell and the Applicant does not become entitled to the final allotment of the SCO Plot, notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered along with this Application.
- xix) I/We, the Applicant, undertake to sign and return the Agreement, together with all the schedules and annexures and the amounts due and payable as set forth in the Schedule of Payments within a period of 30 (thirty) days of the receipt of the Agreement. If the Applicant fails to sign the Agreement and deliver the same to the Promoter within the aforesaid stipulated time period, then the Application of the Applicant may be treated as cancelled by the Promoter.
- xx) I/We the Applicant, agree to abide the Terms and Conditions including but not limited to those relating to the payment of Total Price and other charges and taxes etc. and forfeiture of Earnest Money along with Delayed Payment Charges as laid down herein.
- xxi) The contents of 'Annexure – I' and 'Annexure – II' hereof are incorporated in this Application by way of reference and shall always be deemed to be part and parcel of this Application Form.

Further, I/We unequivocally undertake to abide by the said terms and conditions.

All communications sent by the Developer on the E-mail address provided by the First Applicant shall be deemed to have been duly served upon me/ us.

**Note:** The word "Applicant" as used in this Application Form means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application Form is and shall be subject to the provisions of RERA Act, HRERA Rules (along with the rules and regulations as may be framed thereunder).

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**DECLARATION**

I/We, the Applicant, have fully read and understood the terms and conditions contained herein and which shall be comprehensively detailed in the Agreement. The Promoter has readily provided all explanations and clarifications to me/us as sought by me/us and after giving careful consideration to all facts, terms and conditions; I/We have now signed this Application Form and paid the application amount/Earnest Money after being fully aware and conscious of my/our duties, liabilities and obligations. I/We further undertake and assure the Promoter that in the event of rejection of the Application, I/We shall have no right, interest or lien on the said SCO Plot and in such an event, I/We shall solely be liable to the real estate agent, if any, through whom this Application and/or booking of the SCO Plot has been made by me/us. In case of any false or misleading information provided by me/us and/or non-fulfillment of obligation of signing and registering the Agreement within the stipulated timelines, the Promoter/Developer shall be entitled to cancel the provisional allotment of SCO Plot and rejection of this Application Form and the Developer shall be entitled to forfeit the application amount/Earnest Money deposited by me/us and any Delayed Payment Charges and any fee/brokerage/ commission/margin/any rebates availed earlier paid by the Developer to a RERA registered **“Real Estate Agent”**. I/We hereby confirm and agree that the Developer shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Promoter, its officials and authorized representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and any Real Estate Agent and/or any third parties and/or person and/or any agreement or understanding arrived at with the aforesaid persons. I/We hereby confirm that I/We are applying for allotment of the above SCO Plot to augment my/our investments as an investor(s).

Yours faithfully,

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**DETAILS OF APPLICANT**

Sole/First Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversary   Age

Profession  Designation

Office/Business Name

Address

Pincode

Telephone   Telephone

Mobile   Fax

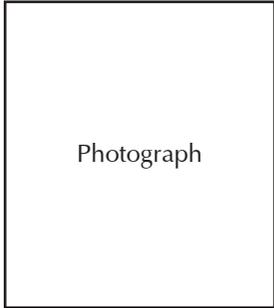
Email

Email

Residential Status (Tick one) Resident  NRI  PIO  Passport No

Income Tax Permanent Account No.  Nationality

Aadhaar/UID No.



**DECLARATION:**

I/We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Developer shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

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

Place: \_\_\_\_\_

**Signature of the Applicant**

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**DETAILS OF APPLICANT(S)**

Second Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversary   Age

Profession  Designation

Office/Business Name

Address

Pincode

Telephone   Telephone

Mobile   Fax

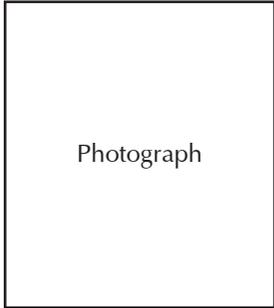
Email

Email

Residential Status (Tick one) Resident  NRI  PIO  Passport No

Income Tax Permanent Account No.  Nationality

Aadhaar/UID No.



**DECLARATION:**

I/We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Developer shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

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

Place: \_\_\_\_\_

**Signature of the Applicant**

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**DETAILS OF APPLICANT(S)**

Third Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversary   Age

Profession  Designation

Office/Business Name

Address

Pincode

Telephone   Telephone

Mobile   Fax

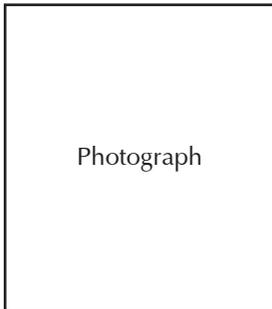
Email

Email

Residential Status (Tick one) Resident  NRI  PIO  Passport No

Income Tax Permanent Account No.  Nationality

Aadhaar/UID No.



**DECLARATION:**

I/We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Developer shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

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

Place: \_\_\_\_\_

**Signature of the Applicant**

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**DETAILS OF APPLICANT(S)**

Fourth Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB    Anniversary   Age

Profession  Designation

Office/Business Name

Address

Pincode

Telephone   Telephone

Mobile   Fax

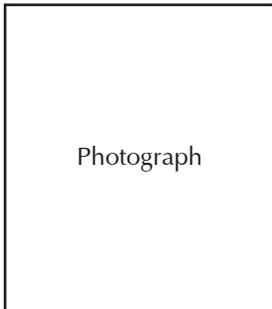
Email

Email

Residential Status (Tick one) Resident  NRI  PIO  Passport No

Income Tax Permanent Account No.  Nationality

Aadhaar/UID No.



**DECLARATION:**

I/We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Developer shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

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

Place: \_\_\_\_\_

**Signature of the Applicant**

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

In case the Applicant/s are not natural persons, please provide the status of entity:

Sole Proprietorship Firm [ ] Public Limited Company [ ] Private Limited Company [ ] Registered Society [ ] Partnership Firm [ ]  
Limited Liability Partnership (LLP) Firm [ ] Registered Trust [ ]/ Others \_\_\_\_\_

Date of Incorporation/ Registration/ Formation \_\_\_\_\_

Particulars of Incorporation/ Registration/ Formation \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Attach copy of PAN Card)

Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

Registered Address / Principal Office Address : \_\_\_\_\_  
PIN Code: \_\_\_\_\_

Tel. No \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Name of the Bank \_\_\_\_\_

Address of the Branch \_\_\_\_\_

Bank Account No. \_\_\_\_\_ MICR Code \_\_\_\_\_

IFSC/RTGS/NEFT Code \_\_\_\_\_

**AUTHORIZED SIGNATORY DETAILS**

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

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Attach copy of PAN Card)

Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID/Aadhaar No. (in case of Resident/Non-Resident): \_\_\_\_\_ (Attach copy of UID/Aadhaar Card)  
[for additional information use separate sheet(s)]



**DECLARATION:**

I/We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Developer shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

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

Place: \_\_\_\_\_

**Signature of the Applicant**

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**DETAILS OF THE SCO PLOT REQUIRED FOR PROVISIONAL ALLOTMENT**

<b>Name of Project</b>	<b>'Emaar Business District-89' or 'EBD-89'</b>
<b>Plot No. and details</b>	No. _____ admeasuring _____ Sq. Mts. (____ Sq. Yds.)
<b>Address of Property</b>	Sector 89, Village Badha, Tehsil Manesar, District Gurugram, Haryana, India.

**TOTAL PRICE\***

- A. Basic Sale Price: Rs. \_\_\_\_\_/-.
- B. EDC/SIDC and any interest thereon, as applicable: Rs. \_\_\_\_\_/- as on date.
- C. Taxes and Cesses: As applicable.
- D. Operational Charges for facilities: Approx. Rs. \_\_\_\_\_/- as on date and are subject to revision.

**Other Charges payable additionally not forming part of the Total Price:**

- o Interest Free Maintenance Security: Rs. \_\_\_\_\_/-
- o Maintenance Charges: payable monthly as applicable
- o Common Area Electricity charges: payable monthly as applicable
- o Parking Area Maintenance charges: payable monthly as applicable.
- o Electrification, Switching Station charges, if any, for additional provisioning over and above as provisioned for, as applicable.
- o Other Payments for any infrastructural facility and/or any other amenities which cannot be ascertained presently shall be payable by the Allottee(s) over and above the Total Price, as and when demanded by the Developer.

**\*Note:**

- i. *The Total Price is subject to final confirmation at the time of possession.*
- 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(s) shall be extra.*
- iii. *The Other Payments referred to as above shall be intimated at the time of intimation/offer of possession or at any time thereafter.*
- iv. *Payments to be made by cheque(s)/banker cheque(s)/pay order(s)/demand draft(s) only, drawn in favour of 'Emaar Business District 89 Master Account' payable at 'Delhi'.*
- v. *Provisional Allotment to Non-Resident and National of Indian Origin shall be subject to Applicable Laws of Republic of India.*
- vi. *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(s).*
- vii. *Any revision in EDC, SIDC, IAC, Statutory Charges, Taxes, GST, Labour Cess etc., if any, shall be communicated and shall be charged as applicable from time to time as per the applicable rates and as permissible under the Applicable Law. In arriving at the Total Price, no component of GST has been captured in as much as it is a sale of a Plot, however in case subsequently GST is made applicable on any component, the same shall be over and above the Total Price, as stated hereinabove.*
- viii. *Here are a few details to keep in mind if you are paying through RTGS:*

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

RTGS Details for 'Emaar Business District 89 Master Account'

**Bank Name:** The Hongkong and Shanghai Banking Corporation Ltd.

**Account No.:** 166-276584-918

**IFSC Code:** HSBC0110002

**Account Name:** Emaar Business District 89 Master Account

**Bank's Address:** The Hongkong and Shanghai Banking Corporation Ltd, Birla Towers, 25, Barakhamba Road Marg, Connaught Place, New Delhi - 110001

**Swift code:** HSBCINBB

**Down Payment Plan**

**Development Payment Plan**

#### DECLARATION

I/We, the Applicant, do hereby declare that my/our Application for the provisional allotment of the SCO Plot to the Developer is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed therefrom. I/We have now signed this Application Form and paid the application amount after being fully aware and conscious of my/our duties, liabilities and obligations. I/We further undertake and assure the Developer that in the event of rejection of the Application, I/We shall have no right, interest or lien on the said Plot and in such an event, I/We shall solely be liable to the RERA Registered Real Estate Agent, if any, through whom this Application and/or booking of the Plot has been made by me/us. I/We have fully read and understood the Terms and Conditions contained herein and which shall be comprehensively detailed in the Agreement. Further, I/We unequivocally undertake to abide by the said Terms and Conditions. In case of any false or misleading information provided by me/us and/or non-fulfillment of obligation of signing and registering the Agreement within the stipulated timelines, the Developer shall be entitled to cancel the provisional allotment of Plot and rejection of this Application Form and the Developer shall be entitled to forfeit the Application Amount/Earnest Money deposited by me/us and any Delayed Payment Charges and any fee/brokerage/commission/margin/any rebates availed earlier paid by the Promoter to a RERA registered Real Estate Agent. I/We, further undertake and assure the Promoter that in the event of rejection of the Application, I/We shall have no right, interest or lien on the said Plot and the Promoter shall be free to deal with the same in any manner it may deem fit.

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

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

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

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

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

FOR OFFICE USE ONLY

Provisional allotment of SCO Plot

Application: Accepted/Rejected

Name of Project	'Emaar Business District-89' or "EBD-89"
Plot No. and details	No. _____ admeasuring _____ Sq. Mts. (____ Sq. Yds.)
Address of Property	Sector 89, Village Badha, Tehsil Manesar, District Gurugram, Haryana, India.

**TOTAL PRICE\***

- A. Basic Sale Price: Rs. \_\_\_\_\_/-.
- B. EDC/SIDC and any interest thereon, as applicable: Rs. \_\_\_\_\_/- as on date.
- C. Taxes and Cesses: As applicable.
- D. Operational Charges for facilities: Approx. Rs. \_\_\_\_\_/- as on date and are subject to revision.

**Other Charges payable additionally not forming part of the Total Price:**

- o Interest Free Maintenance Security: Rs. \_\_\_\_\_/-
- o Maintenance Charges: payable monthly as applicable
- o Common Area Electricity charges: payable monthly as applicable
- o Parking Area Maintenance charges: payable monthly as applicable.
- o Electrification, Switching Station charges, if any, for additional provisioning over and above as provisioned for, as applicable.
- o Other Payments for any infrastructural facility and/or any other amenities which cannot be ascertained presently shall be payable by the Allottee(s) over and above the Total Price, as and when demanded by the Developer.

**Payment Plan**

Down Payment Plan

Development linked Payment Plan

Direct contact with Company Office / Project Site

Real Estate Agent   
Having HRERA registration # \_\_\_\_\_

Remarks: \_\_\_\_\_

Provisional booking receipt no. \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

**‘ANNEXURE – I’**

**TERMS AND CONDITIONS FORMING PART OF THE APPLICATION FOR THE BOOKING AND THE PROVISIONAL ALLOTMENT OF A SCO PLOT IN THE COMMERCIAL PLOTTED COLONY UNDER THE NAME AND STYLE OF ‘EMAAR BUSINESS DISTRICT-89’OR ‘EBD-89’AT SECTOR 89, VILLAGE BADHA, TEHSIL MANESAR, DISTRICT GURUGRAM, HARYANA, INDIA.**

This Application is subject to the terms and conditions given hereunder and shall be binding on the Applicant in respect of the SCO Plot. These terms and conditions are indicative key terms and conditions of the provisional allotment and the Agreement for Sale to be executed between the Applicant and the Developer and the Landowners and are given with a view to broadly familiarize and acquaint the Applicant with the provisions thereof. Details of terms and conditions shall be comprehensively set out in the Agreement for Sale.

Post allotment of SCO Plot by the Developer to the Applicant, the Applicant shall be referred to as the ‘Allottee’. Accordingly, wherever the context so requires the term ‘Applicant’ shall be read as ‘Allottee’.

**Definitions and Interpretation:**

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

**“Act”** shall mean the Punjab Schedule Road and Controlled Areas Restriction of Unregulated Development Act, 1963 (Act no. 41 of 1963) and rules made thereunder and/or the Haryana Development and Regulation of Urban Areas Act, 1975 (Act No. 8 of 1975) and rules made thereunder and/or any other rule, statutory enactment, amendment or modification thereof.

**“Applicant”** shall mean the applicant, applying for booking and the provisional allotment of SCO Plot whose particulars are set out in this Application and who have appended their signatures, as acknowledgement of having agreed to the Terms and Conditions of this Application and Agreement.

**“Application”** shall mean this application for booking and provisional allotment of the SCO Plot in the Project along with the terms and conditions and annexures and schedules contained herein.

**“Applicable Laws”** shall mean and refer to all applicable statutes, laws, byelaws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project/Commercial Plotted Colony, SCO Plot and/or the transaction between the Parties as contemplated herein.

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

**“Earnest Money”** shall mean 10% (ten percent) of the Total Price to be paid by the Applicant as per the Payment Plan for due fulfillment of the terms and conditions of the Application/Buyer’s Agreement.

**“EDC”/“External Development Charges”** means the external development charges including interest thereon levied or leviable on the SCO Plot/ Said Project (whatever name called or in whatever form) by the Government of Haryana or any other Competent Authority and with all such conditions imposed (now or in future) to be paid by the Applicant and also includes any further interest payable thereon and any increase in such charges.

**“HRERA”** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project, for Gurugram, situated at Gurugram.

**“HRERA Rules”** shall mean and refer to the Haryana Real Estate (Regulation & Development) Rules, 2017 framed thereunder.

**“IFMS”** means the interest free maintenance security deposit to be paid by the Applicant as and when demanded by the Developer/Maintenance Agency as security for payment of periodical Maintenance Charges and to be utilized by the Developer/Maintenance Agency/RWA/Association of Allottees, as the case may be, for payment of arrears of Maintenance Charges/Common Area Maintenance Charges, etc.

**“Maintenance Agency”** shall mean any third party employed/hired/engaged/nominated by the Developer/RWA/Association of Allottees, as the case may be, for the purposes of carrying out the maintenance and upkeep of the Common Areas in/of the said Project/Commercial Plotted Colony.

**“Maintenance Charges”** shall mean the charges payable periodically by the Applicant for the maintenance and upkeep of the common areas and facilities in respect of the Project/Commercial Plotted Colony more particularly detailed in the Agreement and more particularly in the maintenance agreement to be executed by the Applicant and the Developer/

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

Maintenance Agency/RWA/Association of Allottees, as the case may be.

**“Maintenance Agreement”** shall mean the maintenance agreement to be executed by the Applicant with Maintenance Agency and/or registered RWA/Association of Allottees upon offer of possession of the SCO Plot by the Developer to the Applicant, in the prescribed format, which shall be applicable to and binding for all the plot owners/and occupants of the Project as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the common areas of Project/Commercial Plotted Colony but shall not include the areas within the SCO Plot.

**“Operational Charges”** shall mean and include electric connection charges, electrification/switching station charges, electricity meter charges, sewer connection charges, any other infrastructure related charges, etc. and to be paid before taking over the handover of the SCO Plot. Any change or increase of any such charges shall be paid by the Applicant in proportion to the area of the SCO Plot.

**“Other Charges”** shall mean charges additionally payable not forming part of the Total Price and any additional charge over and above as provided for in Operational Charges and shall also mean and include IFMS, maintenance charges, common area electricity charges, parking areas maintenance charges, etc. including other payments for any infrastructure facility(ies) and /or any other amenities which cannot be ascertained presently, shall be payable by the Allottee over and above the Total Price, as and when demanded by the Developer and to be paid before taking over the handover of possession of the SCO Plot. Any change or increase of any such charges shall be paid by the Allottee in proportion to the area of the SCO Plot;

**“Payment Plan”/“Schedule of Payments”** means ‘Annexure-II’ to this Application providing details and price of the SCO Plot.

**“RERA Act”** shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 as amended from time to time.

**“SCO Plot”/“Plot”** means the specific SCO Plot, which forms part of the Project, applied for by the Applicant, details of which have been set out in this Application.

**“State Infrastructure Development Charges (SIDC)”/“IDC”** shall mean the infrastructure development charges, including any interest thereon imposed by the Government of Haryana on the Project/Commercial Plotted Colony, by whatever name called, to be paid by the Applicant and also includes any interest thereon and any further increase in such charges,

**“Taxes and Cesses”** shall mean any taxes payable by the Promoter by way of goods and service tax, works contract tax, or any other taxes, charges, levies by whatever name called, payable at the rates prevailing at the time of respective payments in connection with the development of the Project.

**“Third Party”** or **“Third Parties”** shall mean any Person other than a Party.

**“Total Price”** shall be the price of the SCO Plot more particularly detailed in Schedule – I of this Application.

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

### TERMS & CONDITIONS

- 1 Terms and Conditions given below are only indicative to enable the Applicant to acquaint himself/herself/itself/themselves with the terms and conditions as will be comprehensively set out in the Agreement which, upon execution, shall be in addition to the terms and conditions set out herein below and in case of any inconsistency or conflict, the terms and conditions of the Agreement shall prevail.
- 2 The Applicant has/have applied for the provisional allotment of the SCO Plot in the Project with full knowledge and understanding of all the Applicable Laws including but not limited to the provisions of RERA Act, HRERA Rules and the Regulations made thereunder for the State of Haryana, and other Applicable Laws/notifications and rules applicable to the location and area in general and this Project in particular, which have been understood by the Applicant. The Applicant acknowledges that the Applicant has seen the relevant documents/papers/approvals pertaining to the Project and is fully satisfied about the right and interest of the Promoter/Developer to develop the Project and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any objections by the Applicant with respect to title/interest of the Landowners and/or the right or interest of the Promoter in respect of Scheduled Land for the purposes of development of the Project. The Applicant further agrees to comply with any rules, policies, regulations and guidelines made with respect to the SCO Plot by the Promoter/the Maintenance Agency/the competent authority(ies)/registered association of allottees/RWA. If this Application is accepted by the Promoter, the allotment of the SCO Plot in pursuance thereof shall be subject to the Terms & Conditions stated herein and subject to further terms and conditional as may be stipulated in the Allotment Letter and the Agreement.
- 3 The Developer has entered into collaboration agreements with the landowners for the development of the Said Land (the "Definitive Agreement").
- 4 Thereafter, the Promoter has been granted License No. 52 of 2021 dated 18.08.2021 ("License") by the Director General, Town and Country Planning, Haryana ("DGTCP") (formerly known as Director, Town and Country Planning ("DTCP") under the Haryana Development & Regulation of Urban Areas Act, 1975 ("1975 Act") and the Haryana Development & Regulation of Urban Areas Rules, 1976 ("1976 Rules") for setting up a commercial plotted colony on a piece and parcel of land in total admeasuring 3.70625 Acres (1.4999Hectares) or thereabout situated at Sector 89, in the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana, India (the "Said Land"). The Developer is developing on the Said Land in a planned and phased manner over a period of time a commercial plotted colony under the name & style of "Emaar Business District-89" which inter-alia includes commercial SCO plots, open areas, landscaped gardens, etc. ("SCO Plotted Colony"/the "Project"). The current extent of the land under development is approximately 3.70625 Acres (1.4999 Hectares). The extent of the Said Land may be modified including any additions, revisions, alterations thereof to the extent as permissible under the Applicable Laws and / or as otherwise so directed by DGTCP/DTCP/competent authorities and/or as may otherwise be in the interest of the Project and further developments. The adjoining landowners shall be allowed ingress and egress through the internal road of the project so as to access the service/sectoral road.
- 5 The Developer has or is in the process of procuring the license for development of another SCO plotted colony on a piece and parcel of land which adjoins or abuts or is in contiguity or otherwise in proximity of the Said Land under the name and style of Emaar Business District-89 NXT or EBD-89 NXT. The said project is being developed/will be developed by the Developer on the land admeasuring 2.99375 acres (1.212 Hectares) or thereabout adjoining/abutting the Said Land, situated at Village Badha, Tehsil Manesar, District Gurugram, Haryana, within the boundaries of Sector 89, Gurugram, Haryana in a planned and phased manner into a larger integrated plotted commercial colony. The larger integrated plotted commercial colony may comprise of Emaar Business District-89 or EBD-89 and Emaar Business District-89 Next or EBD-89 Next having two independent licenses and the Developer may, at its sole discretion, add/integrate any additional land which may be acquired or developed to the larger integrated plotted commercial colony or any constituent thereof by way of an additional license. However, this Agreement for Sale shall be limited to Emaar Business District-89 or EBD-89 only, which will form part of a larger integrated plotted commercial colony. The Allottee hereby confirms that since the development of the integrated plotted commercial colony or any constituent thereof is proposed to be developed in a planned and phased manner, certain facilities and services might be made available in a phased manner as per the progress and development of the integrated plotted commercial colony. The common facilities being developed as a part of the Project may/shall also cater to the adjoining plotted commercial colony and the same may be treated as common facilities for the integrated plotted commercial colony. The Developer shall be entitled to co-join the facilities and services proposed to be developed which may inter-alia include electric substation/switching station, sewage treatment plant, waste treatment plant, electrical transformer and panel, etc., as may be permitted by competent authorities and under the applicable laws, within the larger integrated plotted colony or any project that may be added/integrated with the larger integrated plotted commercial colony. Also, as a result of such integration of the commercial plotted colonies, the existing frontage of the Project shall increase. The Applicant hereby confirms that the Developer shall be entitled to provide for such enhancement of the facilities and services which shall be common and shared for all the future development. The Applicant agrees and undertakes that he/she/it/they shall not raise any objection or create dispute or cause any other impediments against the Promoter on conjunction of facilities and services for the larger integrated plotted commercial colony, as mentioned above. The Applicant further agrees and undertakes that if part of the basic services are laid down then the Developer shall be entitled to offer possession of such SCO plots for which the services are made available and the Applicant shall accept the possession of the SCO plot without any demur or

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

- protest after making the entire payment as set out in the Agreement for Sale.
- 6 The Applicant agrees, undertakes and confirms to maintain homogeneity of the Project, in terms of standard specifications/standard designs approved by the competent authority, of the built-up area in the Project. The Developer shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, STP, WTP, storm water lines, electrical lines, electrical transformer and panel room, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, covering of drain/nallah, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. It is specifically brought to the notice of the Allottee that the Project Land abuts to the 75 meter-wide sector road and/or 12 meter wide service road as per the sectoral plan, which is not part of the License granted for development of the Project Land. The Allottee hereby confirms and acknowledges that the Promoter is not liable for development/construction/repairs/maintenance of such sector road and/or the service road which are to be constructed and maintained by the concerned competent authorities. The Developer is dependent on the Competent Authorities for providing such external linkage and the Developer shall not be responsible for any unfinished works, save and except towards payment of EDC/SIDC/IAC, as the case may be, as applicable. In the event the Competent Authorities are not able to provide such external linkage, the Applicant agrees and undertakes not to hold the Developer responsible for the same.
  - 7 The Applicant has/have made this Application for the booking and the provisional allotment of the SCO Plot in the Project with full knowledge of and subject to all the Applicable Laws as may be applicable to the location and the area in general and this Project in particular, which have been understood by the Applicant. The Applicant further acknowledges that the Applicant) has seen and inspected the details of registration of the Project under the provisions of RERA Act and HRERA Rules and other documents/declarations filed including license, layout etc. and is satisfied with the same.
  - 8 The Applicant has/have gone through all the terms and conditions of the draft Agreement which has been made available to him/her/them for his/her/their perusal and understanding at the time of the Application and the Applicant has/ have understood the mutual rights and obligations detailed therein.
  - 9 The scope of the Agreement shall detail the conditions for allotment/sale of the SCO Plot in the Project being developed as per currently approved sanction, layout plans and for the consideration agreed herein only. All the amounts as set out in the Allotment Letter shall be payable by the Applicant in accordance with the Payment Plan and shall be solely in lieu of the consideration for the sale/ conveyance of the SCO Plot so allotted.
  - 10 The Applicant acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Applicant with their full legal import and effect and the Applicant has/have obtained independent advice on all the aspects and features before deciding to proceed further with the Application.
  - 11 The Applicant confirms that the Applicant(s) has/have relied on its own independent judgment, investigation, physical inspection of the Project site and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/have not based its/their decision upon and/or has/have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant confirms that it has/have obtained appropriate professional advice before proceeding further with this Application. The Applicant has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to make this Application for the purchase of the SCO Plot. The Applicant further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.
  - 12 The Applicant has represented and warranted to the Developer that it has/they have the legal and valid power and authority to apply for the allotment and make this Application and there is no legal restraint/impediment in this regard and further the Applicant and/or his spouse/parents/children have never been accused and/or prosecuted and/or convicted by any competent authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter/Developer and/or other associates of the Promoter/Developer for the development under the brand 'EMAAR' and/or has instituted any suit or complaint or criminal or other actions/proceedings whatsoever against the Promoter/Developer, any of its affiliates or associates. The Applicant hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Application and the consequent allotment and the Agreement and the Applicant shall be liable to all the consequential action thereunder.
  - 13 In respect of all remittances, acquisition/transfer of the SCO Plot 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 Laws and provide the Promoter/Developer with such permissions, approvals which would enable the Promoter/Developer to fulfill its obligations under the Application/Agreement. Any refund or transfer of security, as the case may be, if provided in terms of the Agreement shall be made in accordance with the

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

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 the event of any failure on behalf of the Applicant to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, the Applicant shall be solely liable for any action that may be taken by the concerned statutory authorities competent authorities in this regard. The Promoter/Developer shall, under no situation whatsoever, be liable and held responsible for and accepts no responsibility in this regard and the Applicant shall, at all points in time, keep the Promoter/ Developer fully indemnified and harmless in this regard.

14 Upon the provisional allotment of the SCO Plot, the Applicant shall pay the Total Price of the SCO Plot in terms of the Payment Plan annexed hereto in a timely manner and without any delay, demur or default. The Applicant confirms and represents that neither the Landowners nor the Developer 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 Said Land (other than the SCO Plot), common areas, amenities and facilities and open spaces. The Applicant shall be entitled only to the ownership of the SCO Plot in the Project as per the terms set-out in the Agreement for Sale and upon payment of Total Price, all dues including payment of requisite stamp duty, registration charges, administration charges, incidental and other requisite charges by the Applicant and also subject to the Applicant having complied with all the obligations set out in the Agreement for Sale and all formalities and execution of all requisite documentation as prescribed by the Promoter, for conveying the title of the SCO Plot to the Applicant.

15 The Applicant has applied for provisional allotment of the SCO Plot and is fully aware of all the limitations and obligations of the Promoter/Developer in relation to and in connection with the Project and has also satisfied himself about the rights, title, interest of the Landowners and that of the Developer in the Project and has understood all limitations and obligations in respect thereof. The Applicant shall pay the Total Price of the SCO Plot and Other Charges and other payments, if any, calculated on the basis of the SCO Plot area.

16 The Applicant has clearly understood all limitations, restrictions, requirements and obligations of the Promoter and that of the Applicant pursuant to the allotment of a SCO Plot. The Applicant has seen, duly reviewed, and accepted relevant documents including but not limited to the plans which are tentative, and the Applicant is making this Application with the full knowledge about the proposed dimension, topography and location of the SCO Plot and other terms and conditions. However, the same are tentative and may be changed, altered, amended, modified, revised, added, deleted, substituted or recast as the Developer may deem fit and necessary or as directed by the competent authority and/or architect at any time even after layout plans for the Project/SCO Plotted Colony are sanctioned which shall be in accordance with the RERA Act and other Applicable Laws. The Applicant has, in token of his acceptance of various plans of the Project signed and executed the annexures attached and which forms part and parcel of this Application and shall also form a part of the Agreement. The Applicant shall not raise any dispute/claim against the Promoter/Developer in this regard. The extent of the Project and/or SCO Plotted Colony may be modified by way of addition/deletion of land parcels and merging with the Project with the SCO Plotted Colony in future to the extent as may be acquired/required/desired pursuant/consequent to any directions/approvals by the competent authority and/or as may be permissible under the RERA Act and HRERA Rules. The Developer shall have the right to effect suitable necessary alterations in the layout plan of the Project/SCO Plotted Colony in accordance with and including but not limited to the RERA Act, HRERA Rules, and all other Applicable Laws, as the case may be. These alterations may involve all or any of the changes such as change in the position of SCO Plot, change in the SCO Plot number/or change in its dimensions or change in its area and to implement any or all of the above changes and appropriate document(s), if necessary, shall be duly executed. The Developer shall confirm the final area of the SCO Plot at the time of offer of possession. The Total Price payable for the SCO Plot shall be recalculated and the Applicant hereby agrees and undertake that in the event of increase in the area of the SCO Plot, the Developer shall demand the shortfall from the Applicant and the same shall be paid by the Applicant within 30 (Thirty) days. In case of reduction in the area of the SCO Plot, the excess amount paid by the Applicant in respect of the Plot shall be adjustable in the last installment payable by the Applicant or refunded by the Developer to the Applicant without any interest or compensation, at its sole discretion, within 90 (Ninety) days without any interest thereon from the date when such excess amount was paid by the Applicant.

17 In case the Applicant proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the Earnest Money and Delayed Payments Charges and any rebates availed earlier, any fee/brokerage/commission/margin paid by the Developer to a Real Estate Agent (in case the booking is made by the Applicant through a Real Estate Agent), along with applicable taxes on such cancellation amount or any other charges as may be permitted to be deducted/forfeited under the Applicable Law. In the event, the Application Amount/the amounts paid by the Applicant towards the Total Price is less than the Earnest Money, the Applicant shall be liable to pay the Developer the deficit amount along with the Delayed Payment Charges. The balance amount of money paid by the Applicant, if any, shall be returned by the Developer to the Applicant, without interest or compensation within 90 (Ninety) days of such cancellation or withdrawal.

18 Subject to Force Majeure and fulfillment of all the terms and conditions under this Application and the Agreement, by the Applicant, including but not limited to timely payment of the Total Price payable in accordance with Payment Plan, along with stamp duty, registration charges, administrative charges and other charges in connection thereto due and payable by the Applicant and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Developer, the Developer shall offer the possession of the SCO Plot to the Applicant before the expiry the RERA Registration certificate (including any revisions/extensions thereof).

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

- 19 Except for occurrence of a force majeure event, if the Developer fails to complete or is unable to give possession of the SCO Plot (i) in accordance with the timelines set out in the Agreement, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the RERA Act; or for any other reason; the Developer shall be liable, on demand of the Applicant, in case the non-defaulting Applicant wishes to withdraw from the Project/SCO Plotted Colony, to return the total amount received in respect of the SCO Plot along with Delayed Payment Charges in the manner as provided under the Real Estate Act within 90 (Ninety) days of it becoming due. Provided that where if the Applicant does not intend to withdraw from the Project, the Developer shall pay the non-defaulting Applicant Delay Compensation for every month of delay, till the handing over of the possession of the SCO Plot, which shall be paid by the Developer to the Applicant within 90 (Ninety) days of it becoming due.
- 20 The Applicant agrees to sign, execute and deliver the definitive documents including but not limited to Maintenance Agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Developer/Maintenance Agency/registered Association of allottees/RWA for the maintenance and upkeep of the Project as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents and receipt of entire Total Price shall be a condition precedent to the execution of the Conveyance Deed for the SCO Plot.
- 21 The Applicant shall make the payment of Total Price as applicable with respect to the SCO Plot as mentioned in the 'Annexure- II' of this Application Form as per the opted Payment Plan and/or as may otherwise be communicated by the Developer from time to time and has understood the same. The Applicant shall further be liable to pay any enhancements in any tax/charges including any fresh incidence of tax as may be levied by the government or any statutory authority/competent authority, even if such levies are retrospective in effect, as and when demanded by the Developer on the SCO Plot. In arriving at the Total Price, no component of GST has been captured in as much as it is a sale of a SCO Plot, however in case subsequently GST is made applicable on any component, the same shall be over and above the Total Price, as stated hereinabove.
- 22 The Applicant shall pay, as and when demanded by the Developer, the pro-rata share if any, of the Goods & Services Tax (GST) if made applicable and/ or any other statutory taxes, duties, charges, cess(es), levies, and the like as may be applicable to the Project/SCO Plotted Colony or payments to be made by the Applicant to the Developer. The Applicant shall further be liable to pay any change/ modification in Taxes as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the SCO Plot). The Applicant confirms that if any GST is made applicable and levied, he/she shall not claim any GST credit and/or claim any reduction in price of the SCO Plot due to application of GST, if any.  
Provided further, if there is any increase in the taxes/charges/fees/levies etc., after the expiry of the scheduled date of completion of the Project as stated in the HRERA registration with the HRERA Authority, which shall include the extension of the registration, if any, granted to the Project by the HRERA Authority, as per the RERA Act, the same shall not be charged from the Applicant unless otherwise permitted by applicable laws. Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Applicant to the Developer for the sale of SCO Plots to the Applicant, shall be payable by the Applicant as applicable from time to time as per the applicable rates.
- 23 The Applicant is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013) to deduct tax at source (TDS) at the prescribed rate from each instalment/ payment. The Applicant(s) shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (Seven) days from the date of remittance of payment to the Developer so that the appropriate credit may be allowed to the account of the Applicant.
- 24 The Applicant agrees to pay the Total Price on the basis of the SCO Plot area and shall abide by the terms and conditions of the Agreement. The Applicant understands that they shall have no rights including right of ownership in the Project/SCO Plotted Colony, facilities and amenities, save and except the allotted SCO Plot, as specified herein. It is further clarified that the general common areas like lawns, greens, roads, entrance, etc., facilities/amenities, etc. of the Project/SCO Plotted Colony are common and for the benefit of all allottees of the entire integrated plotted commercial colony including the allottees of the Project. All rights and interest to develop the Said Land of the Project/SCO Plotted Colony/integrated plotted commercial colony shall vest solely with the Developer and the Developer shall have the sole and absolute authority to deal in any manner with such land, facilities and amenities in the Project/SCO Plotted Colony. The Developer relying on this specific undertaking of the Applicant in this Application may finally agree to provisionally allot the SCO Plot.
- 25 The Developer has made clear to the Applicant that the Developer and/or its nominees/assigns/purchasers shall be carrying out extensive development/construction activities in the future in the entire area falling within/outside the Project/SCO Plotted Colony and that the Applicant shall not have a right to raise any objections or make any claims or default in any payments as demanded by the Developer on account of inconvenience, if any, which may be suffered by the Applicant due to such development/ construction activities or incidental/related activities. The Developer shall have the discretion and absolute authority to deal in any manner with all land(s), facilities and amenities as mentioned above including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and/or any local body(ies), which however shall only be as per the provisions of Real Estate Act and the HRERA Rules and in accordance with other applicable laws, which the Promoter may deem fit.

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

- 26 The Total Price above includes Taxes and Cess(es) (consisting of Tax and Cess(es) including but not limited to Goods and Services Tax paid or payable by the Developer which may be levied, in connection with the development of the Project/SCO Plotted Colony payable by the Developer) up to the date of handing over the possession of the Plot, as the case may be, after obtaining the sanctions/approvals from the competent authority in respect of the Project/SCO Plotted Colony. Provided however that in case there is any change/modification in the applicable taxes, the subsequent amount payable by the Applicant to the Developer 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 RERA 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.
- 27 The Applicant shall pay, as and when demanded by the Developer, the stamp duty, registration charges, administrative charges and all other incidental and legal expenses for execution and registration of the Agreement and conveyance/sale deed of the SCO Plot in favour of the Applicant which shall be executed and got registered upon receipt of the Total Price, Taxes & Cess(es) and/or other specified charges in terms of the Agreement as may be payable by the Applicant as per the Schedule of Payments.
- 28 The Applicant agrees and understands that in the event any property tax or the like is assessed separately in respect of the SCO Plot, the same shall be payable by the Applicant, to the concerned authority.
- 29 It is agreed that Goods and Services Tax is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Applicant shall make such payments to the Developer in terms of this Application and the Agreement.
- 30 The Total Price shall be escalation free, save and except increases which the Applicant hereby agrees and undertakes to pay, on account of any revision in the EDC, SIDC or any other statutory or other charges, Taxes and Cess(es), fees, which may be levied or imposed by the concerned authority(ies). The Developer undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the concerned authorities, the Developer shall enclose the document to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments and if there are no subsequent payments left to be made, the Applicant shall pay the same to the Developer on forthwith basis on demand made by the Developer in said connection upon the Applicant. 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 HRERA Registration or any further revision/extension, if any, granted to the Project by the concerned authority, the same shall not be charged from the Applicant.
- 31 The Applicant also understands and agrees to be liable and responsible for all payments including any payments by any third party (on his/her/their behalf) made to the Developer in respect of the SCO Plot. The Applicant hereby agrees that due performance of all the obligations under this Application including the timely payment of the Total Price and other applicable dues/ charges/payments and adherence to the opted Payment Plan shall be the essence of this Application.
- 32 As regards payment of Maintenance Charges, the Applicant shall enter into a separate maintenance services agreement with the Developer or the Maintenance Agency nominated by the Developer on the terms and conditions as may be provided at the time of the intimation for the execution of the conveyance deed/sale deed or any time prior to such intimation. The Applicant hereby undertakes to deposit with the Developer as and when so demanded, and to always keep deposited with the association/society/Maintenance Agency/RWA, as the case may be, IFMS as applicable and shall pay all such other requisite charges or fees as may be demanded by the Developer, in terms of the Agreement. The Maintenance Charges shall be recovered on such estimated basis, from all Applicant chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis or any other basis, as may be decided by the Developer/Maintenance Agency and reconciled against the actual expenses with a markup including but not limited to management fee of Maintenance Agency on the Maintenance Charges, as may be decided by the Maintenance Agency from time to time, as may be determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year.
- 33 The Applicant hereby agrees that due performance of all the obligations under this Application including the timely payment of the Total Price and other applicable dues/charges/payments and adherence to the opted Payment Plan shall be the essence of this Application.
- 34 In case the Developer enriches/enhances the specifications of the SCO Plot/Project/SCO Plotted Colony on the express instructions and advise of the Applicant, duly accepted by the Developer, and/or provides additional amenities and facilities over the norms specified by the competent authority in this regard, then the Developer shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Applicant as additional costs and charges and the Applicant agrees to pay the same to the Developer, without any delay, demur and protest.
- 35 The Applicant is aware that the Developer or its agents may at their discretion without being under any obligation and subject to such government approvals as may be necessary, enter into any arrangement for procuring and supplying water to the said Project/SCO Plotted Colony. The Applicant agrees to pay on pro-rata basis, the cost of the water supply equipment installed for procuring and supplying water to the Project/SCO Plotted Colony, by whatever name called either directly to the concerned authorities, or if paid by the Developer, reimburse the same to the Developer on a demand on a forthwith basis and as per the demand so raised by the same.

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

- 36 The Applicant undertakes and agrees that the construction and development on the SCO Plot shall be carried out strictly in accordance with the plans/design/nomenclature/guidelines prepared by the Developer in accordance with the standard design for the Project including said Plot, and service plans estimate and further undertakes and agrees that the facade (including the elevation style, themes, material finishes, designs, texture, frame, fenestrations, boundary walls etc.) of the building constructed by Allottee on the SCO Plot shall be in accordance with the guidelines if any, provided by the Developer to the Allottee in this regard, which shall be scrupulously followed by the Applicant. The Applicant shall also obtain all necessary permissions, approvals, sanctions etc. as may be required from DTCP and/or any other Competent Authority in his/her/its/their own name to commence construction on the SCO Plot and obtain occupation certificate of the building constructed on the SCO Plot. The Applicant agrees and undertakes not to divide the SCO Plot into two or more SCO Plots or into self-contained units/floors unless otherwise approved by the Developer and the competent authority and further not to cause or permit or suffer to be done upon the SCO Plot or cause any encroachments on the adjoining SCO Plots, anything, that may grow to be a nuisance or annoyance to the owners and occupiers of any adjoining or neighboring SCO Plots/property and the community as a whole.
- 37 The Developer shall make all efforts to offer the possession of the SCO Plot on or before expiry of the validity of the RERA registration certificate in respect of Project or any revision/extension, if any, granted to the Project by the concerned authority, unless there is a delay or default in offer of the possession of the SCO Plot on account of force majeure reasons or reasons beyond the reasonable control of the Developer in which case the Applicant agrees that the Developer shall be entitled to the extension of the time for handover of possession of the SCO Plot to the Applicant provided however that such force majeure or other said reasons are not of a nature which makes it impossible for the Agreement to be implemented. The said provision to handover the possession of the SCO Plot within the stipulated aforesaid timelines shall however be subject to certain limitations as provided in the Agreement and the timely performance of the provisions of the Agreement by the Applicant. The Applicant agrees that in the event it becomes impossible for the Developer to implement the Project due to force majeure reasons and/or circumstances beyond the control of the Developer, then this allotment shall stand terminated and the Developer shall refund to the Applicant the entire amount received from the Applicant within 90 days from that date or any other timeline as may be allowed under RERA Act. The Promoter shall intimate the Applicant about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Developer, the Applicant agrees that he/she shall not have any rights, claims etc. against the Developer and that the company shall be released and discharged from obligations and liabilities under the Agreement.
- 38 The Applicant shall become a member of any association/society in respect of the SCO Plotted Colony that may be formed by the Developer on behalf of SCO Plot buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
- 39 Subject to applicable laws, compliance of all the obligations by the Applicant, payment of Total Price and completion of other formalities by the Applicant, the possession of the SCO Plot shall be offered to the Applicant and the Conveyance Deed, in respect thereof, shall be executed in favour of the Applicant. The Applicant further undertakes to indemnify the Developer (including its employees, directors, agents etc.) against all claims, costs, expenses, actions, demands, litigation, penalty that may arise on account of default on the part of Applicant for not executing the Conveyance Deed. In the event, the delay in execution of Conveyance deed or completion of formalities for taking possession of the SCO Plot is on the part of the Applicant, then the Developer shall not be liable for any consequences thereof.
- 40 The Applicant agrees that if it is in default of any of the payments as mentioned hereinabove, then the Developer shall have the right to withhold the possession of the SCO Plot and the registration of the Conveyance Deed in the Applicant's favor till full and final settlement of all dues to the Developer including the Delay Payment Charges is made by the Applicant. The Applicant undertakes to execute the Conveyance Deed within the time stipulated by the Developer in its written notice, failing which and subject to event of default provisions under the Agreement for Sale, the Applicant authorizes the Developer to cancel the allotment and terminate the Agreement for Sale and to forfeit, out of the amounts paid by the Applicant, the Earnest Money along with Delay Payment Charges, if any, and to refund the balance amount, if any, without any interest in the manner prescribed in the Agreement for Sale.
- 41 In order to secure adequate provision of maintenance services, the Developer shall appoint/nominate a maintenance agency to provide services as may be required for maintenance, upkeep, security etc. of the Project. The Applicant agrees and undertakes that upon possession/deemed possession/execution of Conveyance Deed, the Applicant shall be charged for the maintenance of the common areas, amenities and facilities and open areas of the Project, periodically, under an invoice to be raised by the maintenance agency. The maintenance charges will be paid by the Applicant from the handing over the possession of the SCO Plot/Date of Deemed Possession.
- 42 The Applicant agrees and undertakes to pay the Maintenance Charges as may be levied by the Maintenance Agency for the upkeep and maintenance of the Project including its common areas, utilities, facilities and amenities, within the timeliness provided in the Intimation of Possession. Further, the Applicant also agrees and undertakes to deposit with the Developer, as per the Payment Plan and to always keep deposited with the Developer or its nominated Maintenance Agency/RWA/Association of Allottees, as the case may be, Interest Free Maintenance Security ("IFMS"). The Applicant undertakes to enter into a maintenance agreement with the Promoter or its nominated Maintenance Agency. Further, the Applicant agrees and undertakes to pay in advance, along with the last installment specified under Payment Plan, advance maintenance charges (AMC) equivalent to

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

maintenance charges for a period of 2 (two) years or as maybe decided by the Developer/Maintenance Agency/RWA/Association of Allottees, as the case may be, at its discretion. Such charges payable by the Applicant will be subject to escalation of such costs and expenses as may be levied by the Developer/Maintenance Agency/RWA/Association of Allottees, as the case may be.

- 43 Time is of the essence with respect to the Applicant's obligations to pay the Total 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 for Sale, to be paid on or before due date or as and when demanded by the Developer, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Agreement, failure of which shall attract Delay Payment Charges. However, the Developer may, in its sole discretion, waive its right to terminate the allotment/Agreement for Sale and enforce all the payments and seek specific performance of the Agreement for Sale.
- 44 Except in case of force majeure including reasons beyond reasonable control of the Developer, in the event the Developer fails to offer the possession of the SCO Plot to the Applicant within the aforementioned time period, then the Developer shall, on demand of the Applicant, in case of the non-defaulting Applicant wishes to withdraw from the Project, to return the total amount received by the Promoter in respect of the SCO Plot (excluding any interest paid/payable by the Applicant(s) on any delayed payment and paid up taxes), with Delay Compensation within 90 (Ninety) days of it becoming due. Provided that where the Applicant(s) do not intend to withdraw from the Project, Delay Compensation shall be paid till the offer of the possession of the SCO Plot, within the timelines prescribed by the HRERA Rules.
- 45 In the event the Applicant fails to take the possession of the SCO Plot upon being intimated about the same by the Developer and/or fails to execute requisite indemnities, undertakings and such other documentation as per the Agreement, the Developer shall have the option to cancel Applicant's allotment and invoke the remedies as stipulated in the Agreement or the Developer may, without prejudice to its rights under the Agreement and at its sole discretion, decide to condone the delay by the Applicant in taking over the SCO Plot in the manner as stated in the Agreement on the condition that the Applicant, on the date of such condonation, shall pay to the Developer holding charges at the prescribed and applicable rates for the period beyond 3 (three) months till actual date of possession, in addition to Maintenance Charges and also to withhold conveyance or handing over the possession of the SCO Plot till the holding charges and other outstanding dues and charges with applicable overdue interest, if any, are fully paid. It is made clear to, and further agreed by the Applicant 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 separately payable at the risk, responsibility and cost of the Applicant.
- 46 The Applicant hereby authorizes and permits the Developer to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of the receivables, if any, accruing or likely to accrue therefrom, subject to the SCO Plot being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant. Such mortgage or charge shall not affect the right and interest of the Applicant.
- 47 The Applicant shall, after taking possession of the SCO Plot, construct thereon a building as per architecture control guidelines and commence construction and may get the same completed as per the terms set out herein the Agreement.
- 48 The Applicant may obtain finance from any financial institution/bank or any other source but the Applicant's obligation to fulfill the terms set out in the Agreement for Sale shall not be contingent on the Applicant's ability or competency to obtain such finance.
- 49 The Applicant shall be liable to pay 3% of the Total Price of the SCO Plot as refundable security deposit to the Developer towards security against the damage to the roads, facilities, amenities, common areas and services constructed in the Project. This is in addition to the Total Price payable by the Applicant. The Security Deposit shall be payable before the handing over the possession of the SCO Plot to the Applicant. The Applicant agrees and undertakes to be liable for any damage caused to any of the road, facilities amenities, common areas and services while constructing on his/her/its/ their SCO Plot and agrees to either repair the damage caused to the full satisfaction of the Developer or pay for any damage caused to the road, facilities amenities, common areas and services. In the event the Applicant fails to repair the damage caused to the full satisfaction of the Developer or pay for the damage caused to the road, facilities amenities, common areas and services, then the Developer shall be entitled to recover a sum equivalent to the expenditure incurred for repair of the damage caused out of the Security Deposit made by the Applicant. The Security Deposit, after making adjustment towards the cost of restoring the road, common area, facilities, amenities and services to its original condition, if any, shall be refunded without any interest thereon, to the Applicant, only when the Applicant has obtained occupation certificate of the building constructed on the concerned SCO Plot.
- 50 In the event the Applicant fails to pay the sum as stated in the Clause hereinabove, then the Applicant hereby agrees and authorizes/empowers the Developer to deduct from the Security Deposit a sum equivalent to 3% of the Total Price. The Developer, may, at its sole discretion, deduct from the Security Deposit such sums that are payable by the Applicant demanded as above by the Developer. The Applicant undertakes to replenish, immediately on demand, any shortfall that might occur in the Security Deposit due to any deductions by the Developer on account of Applicant's failure to pay the abovementioned amount.
- 51 The Applicant shall pay the Developer or its agents as the case may be, such amount(s) and other charges for the

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1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

consumption of water so supplied to the SCO Plot based on such tariff as may be fixed by the Promoter or its agents in their sole discretion.

52 The Developer 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 SCO Plot applied for herein in any manner whatsoever. The Developer shall issue receipts for payment in favor of the Applicant only.

53 The Applicant has specifically acknowledged to the Developer that the allotment of the SCO Plot shall be subject to the strict compliance of bye-laws, rules, guidelines, etc. that may be framed by the Developer for occupation and use of the SCO Plot and such other conditions as per the applicable laws and terms of the license issued by competent authority.

54 The Applicant shall not transfer, assign or create any further right with respect to his/her/their/it's right, title, or interest, in allotment of the said SCO Plot or any portion thereof until 10% of the Total Price along with all the dues or charges payable to the Developer are duly paid. The Applicant 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 Developer who may at its discretion permit the same on such terms and conditions and charges as it may deem fit. The Applicant shall pay to the Developer administrative charges as applicable from time to time in respect of such substitutions or nominations. Further the Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Developer shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Applicant in violation of the Agreement shall be a default on the part of Applicant entitling the Developer to cancel the Agreement for Sale and to avail of remedies as set forth in the Agreement.

55 If the Applicant fails to execute and deliver to the Developer the Agreement within the 30 (thirty) days from the receipt of the Agreement and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a written notice to the Applicant for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Applicant, this Application and the provisional allotment of the SCO Plot in favor of the Applicant(s) shall be treated as cancelled and the Developer shall be entitled to forfeit the Earnest Money and Delayed Payments Charges and any rebates availed earlier fee/brokerage/commission/margin/paid by the Developer to a Real Estate Agent (in case the booking is made by the Applicant through a Real Estate Agent), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/ forfeited under law. In the event, the Application Amount/ the amounts paid by the Applicant towards the Total Price is less than the Earnest Money, the Applicant(s) shall be liable to pay to the Developer the deficit amount. The balance amount of money paid by the Applicant shall be returned by the Developer to the Applicant, without interest or compensation within 90 (Ninety) days of such cancellation or withdrawal.

56 The Applicant agrees that the Developer shall be entitled to forfeit the Earnest Money along with Delayed Payment Charges, if any, and any rebates availed earlier, fee/brokerage/commission/margin/paid by the Developer to a Real Estate Agent (in case the booking is made by the Applicant through a Real Estate Agent), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/forfeited under law, in case of non-fulfillment/breach of the terms and conditions herein contained and those of the Agreement.

57 In case the Applicant fails to make payments for 2 (two) consecutive demands made by the Developer as per the Schedule of Payment annexed hereto, despite having been issued notice in that regard, the Applicant shall be liable to pay Delayed Payment Charges to the Developer on the unpaid amount. In case the aforementioned default by Applicant continues for a period beyond 90 (ninety) days after the due date of payment from the Developer in this regard, the Developer may cancel the provisional allotment of the SCO Plot in favour of the Applicant and refund the money paid to the Developer by the Applicant after deducting the Earnest Money and the Delayed Payment Charges, if any, and any fee/brokerage/commission/margin/any rebates availed earlier paid by the Promoter to a Real Estate Agent (in case the booking is made by the Applicant through a Real Estate Agent), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/forfeited under the Applicable Law and the Application and/or the Agreement shall thereupon stand terminated. The balance amount of money paid by the Applicant shall be returned by the Developer to the Applicant within 90 (ninety) days of such cancellation. The Applicant further authorizes the Developer to unilaterally cancel the registered Agreement vide a Deed of Cancellation/any other permissible mode in the event of the Applicant failing to adhere to the terms of the Agreement. Upon such rejection of the Application and/or termination of the Agreement, the Applicant shall have no right, title interest or claim against the Developer, and the Developer shall be free to deal with the SCO Plot in any manner it may deem fit and the Developer shall be discharged of all obligations, liabilities under this Application and the Agreement.

58 The Developer shall adjust any payment received from the Applicant first towards statutory levies and then towards interest on overdue instalments, thereafter towards overdue instalments or any other outstanding demand and finally the balance, if any, towards the current payable instalment or current dues.

59 The allotment of the SCO Plot shall be subject to strict compliance of community rules and regulations that may be made by the Developer for occupation and use of the SCO Plot more specifically set out in the Agreement/Conveyance Deed.

60 An Application not containing PAN details of the Applicant and other required details is liable to be summarily rejected. The Application should be signed by the Applicant, or by the Applicant's registered Power of Attorney holder. Similarly, in the case of a Company/LLP/Partnership/Society/Trust applying for a SCO Plot, the Application

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution/Authorization.

61 The Developer has the right to conduct Know Your Customer (KYC) Verification of the Applicant by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant to provide the updated information, if any, from time to time.

62 In case of joint applicants, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant.

63 All the rights and obligations of the Parties under or arising out of this Application shall be construed and enforced in accordance with the RERA Act including other Applicable Laws of India for the time being in force. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application, the Allotment Letter and the Agreement, 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 within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of the RERA Act (read with HRERA Rules and regulations made thereunder). Further all or any disputes arising out or in connection with this Agreement which are not within the scope and purview of RERA 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 Gurugram, Haryana, India. The arbitral tribunal shall consist of a sole arbitrator to be appointed as per the Arbitration and Conciliation Act, 1996 or any amendment thereto.

64 The Applicant shall inform the Developer in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Developer shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant.

65 The Terms and Conditions mentioned in the Agreement for Sales shall be in addition to the terms and conditions mentioned herein. 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 for Sale, shall supersede the Terms and Conditions as set out herein.

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

I/We have fully read and understood the above-mentioned terms and conditions and agree, confirm and declare to fully abide by the same. I/We understand that the above-mentioned terms and conditions are binding in nature and are also indicative of the terms and conditions of the Agreement which shall be comprehensively elucidated and delineated in the Agreement. I/We the Applicant do hereby declare that my/our Application is irrevocable.

I/We hereby confirm and agree that the Promoter/Developer shall be liable and responsible only for and in relation to the written communication through its authorized personnel and the Promoter/Developer, its officials and authorized representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and any real estate agent and/or any third parties and/or Person and/or any agreement or understanding arrived at with the aforesaid persons.

I/We am/are fully conscious that it is not obligatory on the part of the Promoter/Developer to send any reminder/notice in respect of my/our obligations as set out in this Application and as may be mentioned in the Agreement and I/we shall be fully liable for any consequences in respect of any default in not abiding/adhering by the terms and conditions contained herein and/or as may be contained in the Agreement. The Developer has readily provided all explanations and clarifications to me/ us as sought by me/ us and after giving careful consideration to all facts, terms and conditions, I/We have now signed this Application and paid the amount being fully aware and conscious of my/ our duties, liabilities and obligations. I/We further undertake and assure the Developer that in the event of rejection of the Application and/or cancellation of my/our booking or allotment, I/We shall have no right, claim interest or lien on the SCO Plot.

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)

*Note: The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two; reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted & reference to the words "include" or "including" shall be construed without limitation.*

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**SCHEDULE -I**

**DETAIL OF SCO PLOT REQUIRED FOR PROVISIONAL ALLOTMENT**

<b>Name of Project</b>	<b>'Emaar Business District-89'or 'EBD-89'</b>	
<b>Plot No. and details</b>		
<b>Block No.</b>		
<b>SCO Plot No.</b>		
<b>Area in Sq. Meter and Sq. Yards</b>	_____ <b>Sq. Meter</b>	_____ <b>Sq. Yards</b>
<b>Address of Property</b>		

**TOTAL PRICE**

**"Total Price"** shall mean the Total Price for the SCO Plot which shall comprise of the following

- A. Basic Sale Price: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- B. EDC/IDC/and any interest thereon, as applicable: Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only) as on date;
- C. Taxes and Cesses: As applicable.
- D. Operational Charges for facilities: approx. Rs \_\_\_\_\_/-. (Rupees \_\_\_\_\_ only) as on date and are subject to revision.

**Other Charges payable additionally not forming part of the Total Price:**

- o Interest Free Maintenance Security: Rs. \_\_\_\_\_/-
- o Maintenance Charges: payable monthly as applicable
- o Common Area Electricity charges: payable monthly as applicable
- o Parking Area Maintenance charges: payable monthly as applicable.
- o Electrification, Switching Station charges, if any, for additional provisioning over and above as provisioned for, as applicable.
- o Other Payments for any infrastructural facility and/or any other amenities which cannot be ascertained presently shall be payable by the Applicant over and above the Total Price, as and when demanded by the Developer.

**\*Note:**

- i. *The Total Price is subject to final confirmation at the time of possession.*
- 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 shall be extra.*
- iii. *The Other Charges/Payments referred to as above shall be intimated at the time of intimation/offer of possession or at any time thereafter.*
- iv. *Payments to be made by cheque(s)/banker cheque(s)/pay order(s)/demand draft(s) only, drawn in favour of 'Emaar Business District 89 Master Account', payable at [Delhi].*
- v. *Provisional Allotment to Non-Resident and National of Indian Origin shall be subject to Applicable Laws of Republic of India.*
- vi. *For non-residents/foreign nationals of Indian origin all remittances, acquisition/transfer of the said SCO 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.*
- vii. *Any revision in EDC, SIDC, IAC, Statutory Charges, Taxes, GST, Labour Cess etc., if any, shall be communicated and shall be charged as applicable from time to time as per the applicable rates and as permissible under the Applicable Law. In arriving at the Total Price, no component of GST has been captured in as much as it is a sale of a SCO Plot, however in case subsequently GST is made applicable on any component, the same shall be over and above the Total Price, as stated hereinabove.*

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

**ANNEXURE II**

**PAYMENT PLAN**

**DOWN PAYMENT**

**DEVELOPMENT LINKED PAYMENT PLAN**


**Notes/ Terms:**

- All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order/Demand Draft payable at New Delhi/Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favour of/ to the account of "Emaar Business District 89 Master Account", having Account No. 166-276584-918, Swift Code HSBCINBB, with IFSC Code HSBC0110002, in The Hongkong and Shanghai Banking Corporation Ltd. Bank.
- The date of clearing of the instrument/receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant account and credit shall be granted from the date of actual receipt of funds.
- The Application shall be valid only subject to clearance of amounts tendered by the Applicant.
- The allotment in furtherance of the Application shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time.
- With the issuance of the Allotment Letter, the Applicant/Allottee shall be liable to pay the Total Price and the Other Charges as specified herein as per the Schedule of Payments hereunder, time being of all essence.
- The Applicant shall, in relation to the SCO Plot, make all payments to the Developer from his own bank account only and not from and/or through the bank accounts of any third party. The Applicant alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Plot shall be issued in favor of the Applicant only. Payments from sources other than the Applicant ("Third Party") is/ are to be accompanied with requisite no-objection certificate(s) as per the approved format of the Developer failing which the Developer may in its sole discretion reject the same and return directly to said Third Party. The Applicant undertakes to indemnify the Developer in this regard.
- In the event any amount by the Applicant is prepaid, the Developer is entitled to retain and adjust the balance/excess amounts received against the next instalment due.
- The Applicant shall be liable to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Applicant and/or sanction of bank loan/lending facility etc. Any delay or default in making payment of the instalments, the Developer shall charge Delayed Payment Charges from the due date or as may otherwise be prescribed under the provisions of the RERA Act read with HRERA Rules and any modifications thereunder.
- Stamp duty and registration charges on actuals shall be payable by the Applicant/Allottee over and above the Total Price.
- It shall be the sole responsibility of Non-Residents Indians/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereto & rules & regulations of the Reserve Bank of India and other competent authorities and the Applicant(s) shall be liable, responsible and accountable for due compliance with all the legal provisions, as applicable.
- To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the Plot exceeds ₹.50,00,000/- (Indian Rupees Fifty Lakhs only), the Applicant(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) @ 1% (one percent) from each instalment/payment. Applicant(s) shall be required to submit TDS certificate and Challan showing proof of

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant

deposition of the same within 7 (seven) days from the date of tax so deposited to the Developer so that the appropriate credit may be allowed to the account of the Applicant(s).

Taxation particulars of Emaar India Limited

PAN No.: AABCE4308

ID of GST: GSTIN-06AABCE4308B1ZC

\*Conditions apply

Here are a few details to keep in mind if you are paying through RTGS

RTGS Details for 'Emaar Business District 89 Master Account'

Bank Name: The Hongkong and Shanghai Banking Corporation Ltd

Account No.: 166-276584-918

IFSC Code: HSBC0110002

Account Name: Emaar Business District 89 Master Account

Bank's Address: The Hongkong and Shanghai Banking Corporation Ltd, Birla Towers, 25, Barakhamba Road Marg,  
Connaught Place, New Delhi - 110001

Swift Code: HSBCINBB

Signature-

1<sup>st</sup> Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup> Applicant