

APPLICATION FOR ALLOTMENT OF A UNIT
IN THE PALM DRIVE



THE PALM DRIVE
LIFE INSPIRED



THE PALM DRIVE

**Application for allotment of a Unit in "The Palm Drive" Complex in Sector 66,
Urban Estate, Gurgaon, District Gurgaon, Haryana.**

Application No. _____

Date _____

Emaar MGF Land Limited

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

Dear Sirs,

I/We wish to register my/our expression of interest for the provisional allotment of a residential unit i.e. apartment/penthouse/villa ("Unit") in your forthcoming residential project viz. "The Palm Drive" situated in Sector 66, Urban Estate, Gurgaon, District Gurgaon, Haryana ("the Project") under the down payment /instalments payment plan (tick one).

I/We hereby remit a sum of Rs. _____ (Rupees _____ only)
vide Cheque/No(s) _____ dated _____ drawn on _____
in favour of "Emaar MGF Land Ltd.- A/c the Palm Drive" as the registration/booking amount.

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

I/We are making this application with the full knowledge that the license has been issued by the Director, Town & Country Planning Department, Haryana for development of the project, but the plans for the building in which the Unit applied for will be located are yet to be sanctioned by the competent authority.

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

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

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

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

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

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

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

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

x

Signature of Sole/First Applicant

x

Signature of Second Applicant (if any)

x

Signature of Third Applicant (if any)

PERSONAL DETAILS FORM

Sole/First Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status	Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality			

Second Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status	Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality			

Third Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status	Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality			

DETAILS OF UNIT REQUIRED AND PROVISIONAL REGISTRATION

Type _____ (Apartment/Penthouse/Villa)
 Tentative Unit No. _____ Floor _____ Tower/Building No. _____
 Super Area of Unit _____ Square Metre _____ Square Feet
 Parking Space(s) Nos. _____

UNIT PRICE

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

PAYMENT PLAN OPTED: DOWN PAYMENT/INSTALMENT

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

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

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

DECLARATION

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

Yours faithfully

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

FOR OFFICE USE ONLY

Application : Accepted/Rejected

Provisional Registration of Unit

Type _____ (Apartment/Penthouse/Villa)

Tentative Unit No. _____ Floor _____ Tower/Building No. _____

Super Area of Unit _____ Square Metre _____ Square Feet

Parking Space(s) Nos. _____

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

Signature (Receiving Officer)

Signature (Inventory)

Business Development Associate's Seal

**BROAD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT IN "THE PALM DRIVE"
RESIDENTIAL PROJECT OF EMAAR MGF LAND LIMITED ("the Company") IN SECTOR 66, URBAN ESTATE,
GURGAON, DISTRICT GURGAON, HARYANA.**

The terms and conditions given below are only indicative to enable the Applicant acquaint himself with the terms and conditions as will be comprehensively set out in the Buyers' Agreement which, upon execution, shall supersede the terms and conditions set out herein below.

1. The applicant ("Applicant") has made this application for provisional allotment of a Unit in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this project in particular, which have been explained by the Company and understood by him/her.
2. The Applicant acknowledges that he has seen the relevant documents/papers and is fully satisfied about the right and interest of the Company in the land, on which the Project is being developed and has understood all limitations and obligations in respect thereof. The Applicant represents that there will not be any further investigations or objections by him/her in this respect.
3. The Applicant shall pay the price of the Unit and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the proposed residential project and proportionate share of the other common facilities, as specifically provided in the Buyers' Agreement, which may be located anywhere in the said proposed residential complex at the sole discretion of the Company. It is further understood by the Applicant that the calculation of the super area of the Unit shall be more clearly defined in the Buyers' Agreement and upon execution of the Buyers' Agreement, the method of definition of super area of the Unit stated therein shall become binding upon the parties to the Buyers' Agreement. It is made clear by the Company and specifically understood by the Applicant that the Company may, in its sole discretion, for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws, substitute the method of calculating the proportionate share in the ownership of the land beneath the building in which the Unit applied for will be located ("Building") and/or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same ratio of his Unit's value to the total value of the concerned building(s) or the Project, as the case may be, and that the Applicant undertakes that he/she shall not to raise any objections in this regard.
4. The Company has calculated the total price payable by the Applicant for the Unit on the basis of its super area which comprises of the area of the Unit and the undivided share in the common areas and facilities within the Building only. In addition, though not forming a part of the computation of super area for which price is charged, the Applicant shall have the ownership of undivided proportionate share of the land beneath the Building only calculated in the ratio of super area of his/her Unit to the total super area of all the Units in the Building only. The Applicant confirms and represents that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that that Applicant shall have any right, title or interest of any kind whatsoever, in any lands, buildings, common areas, recreational and sporting facilities (if any) and common amenities outside the land beneath the Building and further represents and confirms that he has not made any payment, of any nature whatsoever, towards the same.
5. The Company has made clear to the Applicant that it may carry out extensive developmental/construction activities in future in the entire area falling outside the land beneath the Building and that the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental / construction activities or incidental/related activities. It is made clear by the Company and understood by the Applicant that all rights including the ownership thereof of land(s), facilities and amenities other than those within the Building and the land beneath the Building excluding all the car parking spaces in whatever manner and form including but not limited to car parking spaces specifically allotted and assigned to all the Applicants of The Palm Drive inclusive of the car parking spaces allotted and assigned to the Applicant(s), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour 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 the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Applicant in this application may provisionally/finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
6. The allotment of Unit to all the applicants shall be made on a random basis. Some Units shall attract preferential location charges, which shall be payable by the Applicant without any demur or protest.
7. The Unit applied for, along with the Building, shall be subject to Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Unit owner in the common areas and facilities, as specified by the Company in the declaration which may be filed by the Company in compliance of Haryana Apartment

Ownership Act 1983, shall be conclusive and binding upon the owners of the Unit(s) and the Applicant confirms that his right, title and interest in the concerned Unit/building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 shall be in strict consonance with other the clauses contained herein and, in no manner, shall confer any right, title or interest in any lands, facilities, recreational and sporting activities, if any, amenities and buildings outside the land beneath the Building. It is made clear that the Company shall be the sole owner of the said lands, facilities, other recreational and sporting activities, if any, amenities and buildings outside the land beneath the Building and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Applicant shall have no claim whatsoever of any nature therein.

8. The Company has made it specifically clear to the Applicant and after having satisfied himself the Applicant has understood that the computation of the price of the said Unit does not include any element of recovery or payments towards land, development, running and operation of common amenities and facilities like convenience store or any other conveniences, community buildings/sites, other recreational and sporting activities, if any, as well as recovery of payment towards maintenance charges of any kind by the Company from the Applicant in any manner. Further, the Applicant fully understands that the Company is free to deal with community buildings/sites in any manner as the Company may deem fit and as regards payments of maintenance charges, the Applicant shall not raise any claim against payment of maintenance charges payable by the Applicant to the association of Unit allottees/the Company from the date of occupation certificate with respect to the Building.
9. While the super area of the Unit does not include any recovery/loading towards the cost of construction or area of Club/Community Centre within the said Complex, it includes only conditional right of usage of facilities of a common nature which may be provided on the Club/community Centre within the said Complex only. However, the Company reserves the right to include such areas in the computation of the final super area of the Unit at any stage with the proviso that the price shall not be charged for such additional area of Club/Community Centre from the Applicant (s) and the Applicant (s) shall not raise any objection thereto. It is clarified and understood that this Club/Community Centre is distinct and independent from any other recreational and sporting activities and any other activity/amenity/facilities of general nature that may be provided by the Company in the Project. This right of usage of Club/Community Centre is limited to the Applicant(s) (and the occupants of the Project claiming under them) and their dependants within the Project complex only and is subject to the fulfillment of the terms and conditions as stipulated in this application and Payment Plan, which may be superceded by the Buyers' Agreement. The Applicant authorises the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said Club/Community Centre and upon intimation of the formalities to be complied with by the Company, the Applicant undertakes to fulfill the same. It is understood that the Club/Community Centre usage shall be limited to only the occupants of the Project complex and the Company may make suitable provision of covenants to this effect in the necessary documents (including but not limited to the Buyers' Agreement), which the Applicant undertakes to faithfully comply with without raising any objections.
10. The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, taxes, cesses, charges, wealth tax, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future, on the Project (in proportion to the super area of the Unit) or the Unit, as the case may be, as assessable/applicable from the date of application of the Applicant. If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Unit and the Company shall have lien on the Unit of the Applicant for the recovery of such charges.
11. The prices given in the Payment Plan are exclusive of the external development charges (EDC), pro-rated per Unit as applicable to this Project. In case of any upward revision thereof by the Government agencies/authorities in future, the same shall also be recovered from the Applicant on pro-rata basis. The proportionate amount of EDC and all statutory and non-statutory charges levied by Director, Town & Country Planning, Government of Haryana or any other governmental authority, shall be payable by the Applicant over and above the sale price payable by the Applicant for the Unit.
12. The rate mentioned in this application is inclusive of the cost of providing electric wiring and fire fighting equipment (as prescribed in the existing fire fighting code / regulations) in the common areas only and power backup not exceeding 7.5 KVA per apartment, 11 KVA per iconic tower apartment / pent house and 11 KVA per villa. The cost of the Unit does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc., which shall be got installed by the Applicant at his/her own cost. If, however, due to any subsequent, legislation / Government order or directive or guidelines or if deemed necessary by the Company or any of its nominees, any additional fire safety measures are undertaken, then the Applicant undertakes to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Company in its absolute discretion.
13. It is made clear to the Applicant that the total sale price of the Unit is exclusive of two(02) reserved car parking spaces valued at the rate of Rs. __,00,000/- (Rupees _____ Lacs only) for each car parking space aggregating to Rs. _____/- (Rupees _____ only) allotted to him/her for

his/her exclusive use. An additional parking space, if required by the Applicant, would be charged at the then prevalent rate for each parking space and will be offered subject to availability. The Applicant understands and acknowledges that all such car parking spaces allotted to the applicants/occupants of the Project shall not form a part of common areas for the purpose of the declaration to be submitted by the Company under Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. As the reserved parking spaces are an integral amenity of the Unit and the Unit along with two(02) car parking spaces shall form one single indivisible unit, the Applicant undertakes not to sell/transfer/deal with the allotted parking spaces independent of the Unit and all two(02) parking spaces and the Unit shall be treated as one indivisible single unit for all purpose including but not limited to Haryana Apartment Ownership Act, 1983 etc.

14. Out of the amount(s) paid/payable by the Applicant towards the sale price, the Company shall treat 10% (Ten percent) of the sale price as earnest money ("Earnest Money") to ensure fulfillment, by the Applicant of the terms and conditions as contained herein and as may be contained in the Buyers' Agreement.
15. (a) Should the Applicant choose to cancel the expression of interest or booking or surrender the Unit allotted to him at any stage before the execution of Buyer's Agreement, the Earnest money, being 10% (Ten percent) of the sale price, along with the interest paid, due or payable, along with any other amounts of non-refundable nature, shall stand forfeited.

(b) The Applicant hereby authorizes the Company to forfeit the Earnest Money along with the interest paid, due or payable, along with any other amounts of non-refundable nature, in case of failure by the Applicant to sign and return to the Company, the Buyers' Agreement within thirty (30) days the date of its dispatch by the Company.

(c) Thereafter, once the Applicant has chosen to sign the Buyers' Agreement, and at a later stage, he/she does not fulfil the terms and conditions of the Buyers' Agreement or cancels the allotment or surrenders the Unit allotted to him/her, charges at the rate of 20% (twenty percent) on the sale price of the Unit shall be leviable and the Company shall be entitled to adjust the same from the amount deposited by the Applicant with the Company along with the interest paid, due or payable.
16. The Applicant(s) has made the application with full knowledge that the plans for the Project in which the Unit will be located are not yet sanctioned by the competent authority. and that in case for any reason(s) the same are not sanctioned or cancelled or revoked, altered, or amended at any point of time during the development of the Project, the Company shall refund all amounts received and that upon such refund, by registered post, the Applicant(s) shall not have any further rights, claims etc. against the Company and that the Company shall be fully released and discharged from all its obligations and liabilities.
17. The Company intends to increase the purposed number of floors in the Building and shall be seeking necessary approvals from statutory and regulatory authorities. The Applicant hereby acknowledges that the Company is fully entitled to increase the number of floors in the Building and/or the height of the Building and other buildings in the Project complex and the Applicant has no objection to the same. In case the Company is able to obtain the necessary approvals for increasing the number of floors and/or increase the height of the Building, then in such case, the Company shall inform the Applicant about whether the Applicant wishes to shift his Unit to a higher floor. If the Applicant conveys his desire to shift his Unit to a higher floor, the same may be permitted by the Company at its sole discretion. Accordingly, this application and the subsequent Buyers' Agreement shall stand modified to this effect. The intimation of option to shift to a higher floor will be given to all the applicants of the Project by way of written notice. The Applicant authorises the Company to refund the entire money received from the Applicant with interest at the rate of 9% per annum if the building plans of the Project and/or the Building are not sanctioned by the competent authority within twelve (12) months of the date of this application and the Applicant has assured the Company that he/she shall not raise any disputes in this regard and that his/her consent and authorization to the Company for refund is irrevocable.
18. The Applicant has seen and accepted the proposed building plans, designs, proposed specifications, location of the apartments/ buildings/floor plans and other terms and conditions, all of which have been duly finalized by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of the competent authority. The Applicant has, in token of his acceptance of various plans of the Project signed this application and the Applicant shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after the lay out plans and the building plans of the Project have already been sanctioned, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Project. However, in case of any major alteration/modification resulting in +10% (ten percent) change in the super area of the Unit or material change in the specifications of the Building/Unit any time prior to and upon the grant of occupation certificate, the Company shall intimate to the Applicant in writing the changes thereof and the resultant change, if any, in the price of the Unit to be paid by him/her and the Applicant shall inform the Company, in writing, of the changes, if any, in the price of the Unit to be paid by him/her and the Applicant shall also inform the Company, in writing, his/her consent or objections to the changes within 30 (thirty) days from the date of such notice failing which the Applicant shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating

his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant without any interest.

The Applicant confirms that any increase or reduction in the super area of the Unit shall be payable or refundable (without any interest) at the sale price rate per sq. mtr. as mentioned in this application.

19. The Company shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Unit, change in the no. of the Unit/or change in its dimensions or change in its area and to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed. If there is any increase/decrease in the super area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the Unit was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.
20. If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals for the Project or buildings comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority (ies) becomes the subject matter of any suit/writ before a competent court and the Company, after the provisional/final allotment, is unable to deliver the Unit, the Applicant confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever.
21. The Company shall make all efforts to handover possession of the Unit within 36 months but within a maximum period of 48 months from the date of signing of the Buyers' Agreement, subject to certain limitations as provided in the Buyers' Agreement and the timely compliance of the provisions of the Buyers' Agreement by the Applicant(s).
 - a. In the event the Company fails to deliver the possession of the Unit to the Applicant within the stipulated time period and as per the terms and conditions of the Buyers' Agreement, then the Company shall pay, to the Applicant, compensation at the rate of Rs. 5/- (Rupees Five only) per sq. ft. of the area of the Unit per month for the period of default subject to the Applicant having fulfilled his part of the obligations as per the terms of allotment/Buyers' Agreement.
 - b. In the event of the failure of the Applicant to take the possession of the Unit upon being intimated about the same by the Company and in the manner as specifically described in the Buyers' Agreement, the Company shall have the option to cancel the allotment and avail of the remedies as stipulated in the Buyers' Agreement or the Company may, without prejudice to its rights under any of the clauses of the Buyers' Agreement, and at its sole discretion, decide to condone the delay by the Applicant in taking over the Unit in the manner as stated in that clause on the condition that the Applicant (Unit allottee on the date of such condonation) shall pay to the Company holding charges at the rate of Rs. 50/ (Rupees Fifty only) per sq. Ft. of the area of the Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant understands that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant.
22. The Company shall permit, the Applicant to carryout interior works after taking over possession of the Unit to be carried out in such a manner so as not to cause any undue nuisance, annoyance or disturbance to the other occupants of the Complex. It is made clear to the Applicant that the interior fitouts/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no interior fitouts/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant further understands that such interior fitouts/works in the Unit shall not cause any damage to the Building and the existing structure/systems installed by Company in the Project and the internal air-conditioning, electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Unit by the Applicant shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the Building and/or the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Company the costs of rectification thereof.
23. Notwithstanding anything contained elsewhere in this Agreement, it is expressly understood that the installments as stipulated in the Payment Plan payable in respect of the Unit shall continue unabated irrespective of whether the permission for carrying out interiors of the Unit are granted by the Company and/or interior fitouts/works are complete within the stipulated period by the Applicant.
24. The Applicant undertakes that, upon allotment, he shall become the member of any association/society of the allottees of Units in the Project, as may be formed by the Company on behalf of the said allottees, and shall pay the fees, subscription charges thereof

and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the association is formed. The allotment of the Unit shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Unit more specifically set out in the Buyers' Agreement.

25. In order to secure adequate provision of maintenance services by association/society of the allottees of Units in the Project or such other agency/body/company ("Maintenance Agency") as may be appointed by the said association/society/the Company, in addition to due performance of the Applicant in paying promptly the maintenance bills and other charges, the Applicant hereby undertakes to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the said association/society/Maintenance Agency, as the case may be, as Interest Bearing Maintenance Security ("IBMS") at the rate of Rs. 100/- per sq. ft. of the super area of the Unit carrying a simple yearly interests per the applicable rates on 1(one) year fixed deposits accepted by State Bank of India at the close of each financial year on 31st March.

Further, the Applicant, upon completion of the said buildings, undertakes to enter into a maintenance agreement with the said association/society/Maintenance Agency. The Applicant undertakes to pay the maintenance bills monthly/quarterly, as raised by the said association/society/Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant is in occupation of the Unit or not.

In case of failure of the Applicant to pay the maintenance bill or other charges on or before the due date, the Applicant, in addition to permitting the said association/society/Maintenance Agency to deny him/her the maintenance services, also authorises the said association/society/maintenance agency to adjust, at the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Applicant further authorises the said association/society/maintenance agency to adjust the principal amount of the IBMS against such default. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs. 100/- per sq. ft. of the super area of the Unit, then the Applicant hereby undertakes to make good the resultant shortfall within 15 (fifteen) days of demanded by the said association/society/Maintenance Agency/Company, as the case may be. Further, the said association/society/Maintenance Agency/Company, as the case may be, reserves the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant undertakes to pay such increase within 15 (fifteen) days of demand by the said association/society/Maintenance Agency failing which the said association/society/Maintenance Agency shall take recourse to such legal action as it may deem fit to recover such dues.

The Company reserves the right to transfer the amount of IBMS to such association/society/Maintenance Agency, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved/discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Unit/common areas to such association/society/Maintenance Agency, as the case may be.

It is made specifically clear that this condition relating to IBMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant and the Company shall have first charge/lien on the Unit in respect of any such non-payment of shortfall/increase, as the case may be.

26. The Applicant has specifically confirmed to the Company that the allotment of the Unit shall be subject to strict compliance of a code of conduct that may be determined by the said association/society/Company for occupation and use of the Unit and such other conditions as the said association/society/Company may deem fit from time, which may include but shall not be limited to usage of the Unit, operation hours of various maintenance services, general compliances for occupants of the Unit, regulation as to entry/exit of the visitors, invitees, guests, security, interiors fitouts, etc. It is abundantly clarified that the Code of Conduct, as may be specified by the said association/society/Company is always subject to change by the said association/society/Company.
27. The Applicant shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Unit in favour of the Applicant, which shall be executed and got registered upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant in respect of the Unit and parking space(s) allotted to him/her/them. The Applicant undertakes to execute the sale deed within 60 (sixty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the competent authority failing which the Applicant authorises the Company to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale/reallotment to any other party.
28. Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Buyers' Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Buyers' Agreement

However, the Company may, in its sole discretion, waive its right to terminate the allotment/agreement, and enforce all the payments and seek specific performance of the Buyers' Agreement. In such a case, the possession of the Unit will be handed over to the Applicant only upon the payment, by the Applicant(s), of all outstanding dues, penalties etc., along with interest at the rate of 15% (fifteen percent) p.a. for the first 90 (ninety) days from the due date of installment, as per the Payment Plan, and for the period exceeding first 90 (ninety) days after the due date at the rate of 18% (eighteen percent) per annum till the date of payment to the full satisfaction of the Company.

29. The Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant or his nominee. The Company/financial institution/bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the development of the Project. In case of the Applicant, who has opted for long-term instalment payment plan arrangement with any financial institutions/banks, the conveyance/sale deed of the Unit in favour of the Applicant shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/banks.
30. The Applicant shall pay, from time to time, and at all times, the amounts which the Applicant is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.
31. It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Unit, it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Buyers' Agreement. Any refund, transfer of security, if provided in terms of the Buyers' Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this application for EOI, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
32. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the said Unit applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
33. The Applicant has specifically acknowledged with the Company that the allotment of the Unit shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Unit and such other conditions as per the applicable laws.
34. The Applicant shall use and occupy the Unit for residential purposes in such manner and mode as may be provided in the Buyers' Agreement.
35. The provisional allotment of the Unit as well as the allotment thereafter of the Unit shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Unit or the Company is unable to deliver possession of the Unit due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Unit. The Applicant understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money with simple interest at the rate of 9% p.a. from the date of occurrence of such force majeure conditions.
36. 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(s).

37. The Applicant shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
38. The Company, at its sole discretion, may decide not to allot any or all Unit(s) to anybody or altogether decide to put at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Applicant. Further, the provisional and/or final allotment of the Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons for the same.
39. The Applicant has understood and has specifically acknowledged that the Company may finally allot/sell/convey the ownership of the Unit by way of any other mode of sale/conveyance including but not limited to allotment /purchase of shares of ownership of the Unit to the Applicant. The Applicant specifically undertakes to inform the Company in writing his/her consent and/or objections, if any, to such other mode of sale /conveyancing within a period of 30 (thirty) days from the date of such intimation by the Company failing which the Applicant's consent shall be deemed to have given to the Company to such other mode of sale/conveyancing and the Applicant shall execute such other documents, agreements, deeds, paper etc. as the Company may deem fit in its sole discretion and shall raise no claim/dispute in this regard. However, in the event, the Applicant objects to such other mode of conveyancing, the Company may, within the abovesaid period of 30 (thirty) days from the date of intimation, the Applicant specifically undertakes to take refund of the entire amount paid by the Applicant to the Company till such date and the payment of such amount without any interest whatsoever by the Company shall leave the Applicant without any right, title and interest in the Unit / car parking spaces applied herein and Applicant shall not raise and dispute/claim in this regard. In the event of adoption of such mode of conveyancing, the ownership of the Unit by the Company by way of allotment of shares, the terms 'purchase/allotment of Unit' shall stand substituted by the term 'purchase/allotment of shares linked to exclusive use/ownership of the Unit' throughout the application and these terms and conditions.
40. The Applicant understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant only upon his fully discharging all the obligations undertaken by the Applicant including payment of the entire sale consideration and other applicable charges/dues, as mentioned herein or in the Buyers' Agreement and only upon the registration of the conveyance/sale deed in his favour.
41. It is specifically understood by the Applicant that this proposal/application is purely on tentative basis and the Company may, at its sole discretion, decided not to allot any or all Units to anybody or altogether decide to put, at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of initial token money being received by the Company with this proposal from the Applicant. Further, his provisional and/or final allotment of the Unit is entirely ant the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
42. Upon execution of the Buyers' Agreement, the terms and conditions, as set out in the Buyers' Agreement, shall supersede the terms and conditions as set out herein.
43. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
44. The Company reserves the right to transfer ownership of the Project "The Palm Drive" in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant undertakes that he shall not raise any objection in this regard.
45. All or any dispute arising out of or touching upon or in relation to the terms of this provisional allotment letter or its termination, including the interpretation and validity thereof and the respective rights and obligations of, the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Company's Managing Director, shall hold the arbitration proceedings at the registered office of the Company in at New Delhi. The Applicant hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected with the

Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The Courts at Gurgaon shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this application, regardless of the place of execution or subject matter of this application.

46. The Applicant has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company is agreeing to consider this application for provisional allotment.

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Buyers' Agreement, which shall supersede the terms and conditions set out in this application. I/We are fully aware that it is not incumbent upon the Company to send out notices/reminders in respect of my/our obligations set out in this application and the Buyers' Agreement and I/we shall be liable for any default committed by me/us in abiding by the terms and conditions of set out in this application and/or the Buyers' Agreement. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money, as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the terms and conditions set out in this application, I/we shall be left with no right, title interest or lien left on the Unit applied for and/or provisionally/finally allotted to me/us in any manner whatsoever.

Date _____

Place _____

1. _____

2. _____

3. _____

Signature of the Applicant(s)

Documents to be submitted along with the application form

Resident of India:

- Copy of PAN card.

Photographs in all cases.

Partnership Firm:

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

Private Limited & Limited Company:

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

Hindu Undivided Family (HUF):

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

NRI / Foreign National of Indian Origin:

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