



ELAN
EMPIRE™
RISE WITH IT



ELAN CITY LLP

15th Floor, Two Horizon Center,
Golf Course Road, DLF Phase 5,
Sector 43, Gurugram 122002, Haryana, India
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APPLICATION FORM



APPLICATION FORM

ELAN CITY LLP

Regd. Office:

15th Floor, Two Horizon Center, Golf Course Road, DLF Phase 5, Sector 43, Gurugram 122002, Haryana, India

Dear Sir,

I/we ("Applicant") hereby request for the provisional allotment of a Retail Shop / Food Court Unit / Kiosk / Restaurant / Office Space / Other Commercial Space(s) (hereinafter referred to as the "Commercial Unit/Unit") in the project titled as "ELAN EMPIRE", situated in Revenue Estate of Village Maidawas, Sector-66, Gurugram, Haryana (hereinafter referred as the "Project"), proposed to be constructed by you.

I/we agree to sign and register the Builder Buyer Agreement("BBA") in relation to the Commercial Unit on payment of 10% of Total Sale Consideration and understand and agree to abide by the terms and conditions of the Application Form for provisional allotment as mentioned herein. I/we hereby remit a sum of Rs..... (Rupees) vide Bank Draft / Cheque No / RTGS No. dated ____/____/____ drawn on Bank in favor of "Elan City LLP Empire Collection Escrow A/C" being the part of the Booking Amount for the Commercial Unit in the Project titled as "ELAN EMPIRE". I/we agree to pay further installments as stipulated or demanded by the Firm as per the Payment Plan opted by me/us.

I/we understand that this application does not entitle me/us to the provisional allotment of Commercial Unit, notwithstanding that the Firm may issue its receipts in acknowledgment of the Booking Amount. I/we confirm and undertake that upon issuance of allotment letter by the Firm provisionally allotting Commercial Unit to me/us, I/we shall be bound to purchase the same and to execute the necessary documents, including the BBA in the Firm's standard format, unconditionally and without qualification, that the provisional allotment of the Commercial Unit shall become effective. I/we hereby consent and agree to abide by the terms and condition of this application including those relating to payment of the Total Sale Consideration and other charges, forfeiture of the Earnest Money as well as other Non-refundable charges as provided herein and execution of necessary documents including the registration of BBA and that I/we am/are a major and also capable of contracting in my/our name.

Date: _____

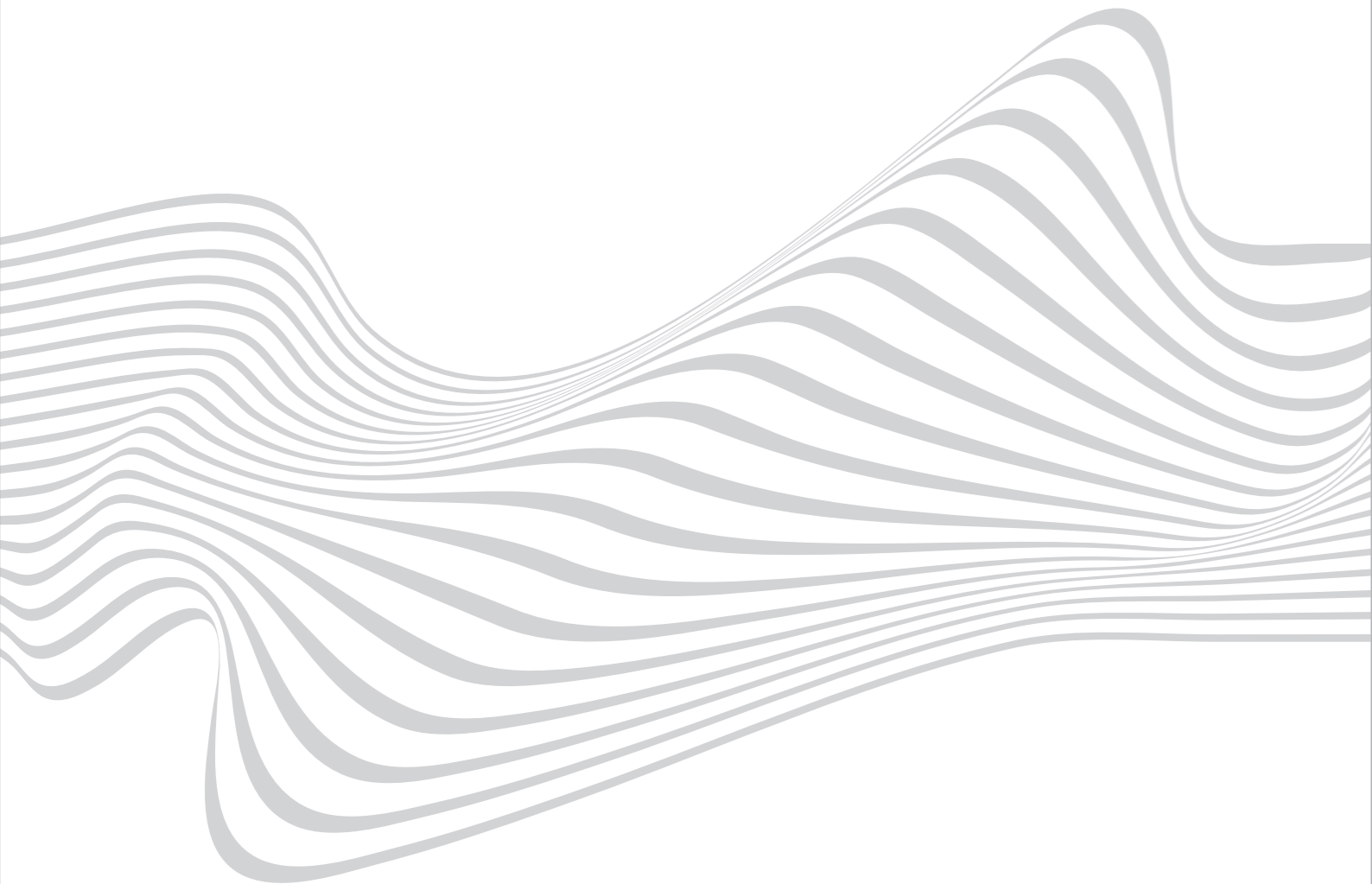
Place _____

Signature(s): -----

1st Applicant

2nd Applicant

3rd Applicant





APPLICANT (SOLE/FIRST)

Mr./Ms/Mrs -----

S/o/D/o/W/o/Mr/Mrs -----

Date of Birth (in case of minor) -----

Nationality -----

PAN* -----

Aadhaar No* -----

Correspondence Address -----

City -----

State -----

Pin Code -----

Permanent Address -----

City -----

State -----

Pin Code -----

Ph. No -----

Mobile No* -----

Email* -----

Occupation

Business Self Employed Professional

Service Homemaker Government Employee

Any Other (Please Specify) -----

(*Mandatory Fields)

Signature(s): -----

1st Applicant

2nd Applicant

3rd Applicant



APPLICANT (SECOND)

Mr./Ms/Mrs -----

S/o/D/o/W/o/Mr/Mrs -----

Date of Birth (in case of minor) -----

Nationality -----

PAN* -----

Aadhaar No* -----

Correspondence Address -----

City -----

State -----

Pin Code -----

Permanent Address -----

City -----

State -----

Pin Code -----

Ph. No -----

Mobile No* -----

Email* -----

Occupation

Business Self Employed Professional

Service Homemaker Government Employee

Any Other (Please Specify) -----

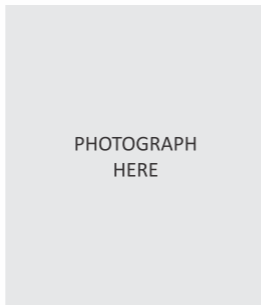
(*Mandatory Fields)

Signature(s): -----

1st Applicant

2nd Applicant

3rd Applicant





APPLICANT (THIRD)

Mr./Ms/Mrs -----

S/o/D/o/W/o/Mr/Mrs -----

Date of Birth (in case of minor) -----

Nationality -----

PAN* -----

Aadhaar No* -----

Correspondence Address -----

City -----

State -----

Pin Code -----

Permanent Address -----

City -----

State -----

Pin Code -----

Ph. No -----

Mobile No* -----

Email* -----

Occupation

Business Self Employed Professional

Service Homemaker Government Employee

Any Other (Please Specify) -----

(*Mandatory Fields)

Signature(s): -----

1st Applicant

2nd Applicant

3rd Applicant



A PARTNERSHIP FIRM

M/s.....a partnership firm constituted under the Indian Partnership Act 1932

(Copy of Partnership Deed enclosed) having its place of business at

.....through its partner Shri / Smt.....

(Aadhaar No.....) authorized by letter of authority dated..... (copy enclosed)

PAN..... (copy enclosed). Mobile No.*....., Email*.....

(*Mandatory Fields)

Or

A COMPANY:

M/sa Company registered Under "The Companies Act 1956 or The Companies Act, 2013" having its registered office at and corporate office at.....

Through its duly authorized signatory Shri/Smt (Aadhaar No.....)

authorized by a resolution passed by the Board of Directors (A copy of Board Resolution, Memorandum and Articles of Association as well as Certificate of Incorporation of the company enclosed) PAN (copy enclosed). Mobile No.*....., Email*.....

(*Mandatory Fields)

1. Details of Commercial Unit

Unit No:..... Floor.....

Carpet Area:..... Sq. Ft. Block / Tower:.....

Parking No. (s):.....

2. Total Sale Consideration Rs.

Total Sales Consideration Includes:-

- a) Basic Sale Price (BSP)
- b) Preferential Location Charges (PLC)
- c) External/ State Infrastructural Development Charges (EDC/SIDC) (at prevailing rate)
- d) Exclusive right to use of _____ Car Parking spaces.
- e) Taxes (GST, Cess, Fees, Charges, Levies or any other Taxes).

In addition to the above the Applicant(s) shall be liable to pay Interest Free Maintenance Security (IFMS): Rs. _____/- per sq. ft. of Carpet Area to the nominated Maintenance Agency and other charges as mentioned in this Application/ BBA.

Signature(s): -----

1st Applicant

2nd Applicant

3rd Applicant



3. Payment Plan

Construction linked Special Payment Down Payment

Possession linked Others, Please Specify (Annexure enclosed)

state

NOTES:

- I. All Drafts / Cheques/RTGS are to be made in favour of “M/s Elan City LLP Empire Collection Escrow A/c” payable at Gurugram. The details of RTGS are as follows: -Name: -“Elan City LLP Empire Collection Escrow A/c” No. 50200057954110, IFSC: HDFC0000572, HDFC Bank Ltd., Vatika Atrium, A-Block, Golf Course Road, Sector 53, Gurugram-122002, Haryana.
- II. The External Development Charges (EDC) and State Infrastructural Development Charges (SIDC) for the purpose of external services which are to be provided by the Haryana Govt. have been charged as per the present rate fixed by the Haryana Government and in case of any increase in these charges in future the same shall be borne and paid by the Applicant as and when demanded by Firm.
- III. Drafts / Cheques / RTGS are subject to realization. The date of encashment of instrument shall be deemed to be the date of payment.
- IV. All payment towards Total Sale Consideration, IFMS, other statutory charges, maintenance or any other charges payable shall be paid by the Applicant as and when demanded by the Firm or its nominated maintenance agency.
- V. Stamp Duty, BBA Registration Charges and related legal fees and administrative expenses shall additionally be payable by the Applicant.
- VI. It shall be the sole responsibility of non-resident / foreign / national / person of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.
- VII. In case, there is any change / modification in the EDC, SIDC& Taxes (GST, Cess, Fees, Charges, Levies or any other Taxes), the subsequent amount of Total Sale Consideration payable by the applicant(s) to the Firm shall be increased / decreased based on such change / modification.
- VIII. To avoid penal consequences under the Income Tax Act 1961, where Total Sale Consideration for the Commercial Unit exceeds Rs. 50 lakhs, Provisional Allottee is required to comply with provisions of section 194 LA (effective from 1st June 2013), by deducting applicable TDS (as notified by Ministry of Finance from time to time) from each

Signature(s):
1st Applicant 2nd Applicant 3rd Applicant



installment /payment and depositing the same into government treasury within 30 days of the end of the month in which the deduction is made. For convenience, please find below the information that will be required to be filled in Form No.26QB (Challan cum statement) at the time of making the payment:

S.No.	Description of the field in Form 26QB	Information to be filled in the relevant box/space
1	Permanent Account Number (PAN) of Transferor/Payee/Seller	AAIFE6004A
2	Full Name of the Transferor/Payee/Seller	ELAN CITY LLP
3	Complete Address of Transferor / Payee / Seller	15th Floor, Two Horizon Center, Golf Course Road, DLF Phase 5, Sector 43, Gurugram, Haryana 122002, India

The Applicant shall provide TDS certificate and Challan as evidence of deposit of the same within 7 days from the date of deposit for appropriate credit.

- IX. In case of delay in making the payment the Firm shall charge interest from the due date of installment. The Firm shall also be entitled to charge interest as applicable as per rates prescribed under the Haryana Real Estate (Regulations & Development) Rules, 2017 from the due date of the delayed installment, as per the Schedule of Payments, till realization of payment. The Firm shall have the right to first adjust interest, if any, and then consider the balance amount as installment money.
- X. All communications sent by the Firm on the E-mail address provided by the Applicant shall be deemed to have been duly served.

DECLARATION

I/we hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed there from. I/we confirm that in case any of the information given by me/us in this application is incomplete or is found incorrect or false at any stage, the Firm shall be within its rights to reject this application and/or cancel the provisional allotment, if done and/or terminate the Agreement, if executed without any liabilities and penalties. I/we hereby further confirm that I/we have read and understood the terms and conditions as appended with this Application form and accept and undertake to unconditionally abide by the same.

Date: _____

Place: _____

Signature(s):
1st Applicant 2nd Applicant 3rd Applicant



TERMS & CONDITIONS OF THIS APPLICATION
(Indicative Terms of the Agreement to be Executed)

This booking is subject to terms and conditions given hereunder which shall be binding on the Applicant until the execution of the BBA in respect of the Commercial Unit. These are tentative and indicative key terms and conditions of the BBA to be executed between the Applicant and the Firm and are given with a view to broadly familiarize and acquaint the Applicant with provisions thereof.

1. That the Applicant has applied for the provisional allotment of a Commercial Unit in the project titled as **“ELAN EMPIRE”**, Sector 66, Gurugram, Haryana with full knowledge and understanding of all the laws, notifications and rules as are applicable to the area in general and the Commercial Complex/Project in particular, which also have been duly explained by the Firm and understood by the Applicant.
2. That the Applicant has independently verified and is satisfied about the interest and rights of M/s Elan City LLP (hereinafter referred to as the **“Firm”**), in the land on which the Project is proposed to be constructed and has clearly and unambiguously understood and accepted all limitations and obligations of the Firm in respect thereof. The Applicant hereby agrees that there is no further need for any investigation/enquiry in this respect thereof. The Applicant is aware that the said commercial colony is a part of Residential plotted colony vide license no. 97 of 2010 dated 18/11/2010 & license no. 41 of 2011 dated 03/05/2011 had been granted by Director, Town & Country Planning, Haryana, Chandigarh and the Project is being implemented in furtherance of the same.
3. That the Applicant confirms that he/she/it has relied on his/her/its own judgment and investigation in deciding to make this present application in the Project and this decision has not been influenced by any illustrative architects plans, advertisements, brochures, representations, warranties, statements of estimates of any nature whatsoever whether written or oral made by or on behalf of the Firm/its associate or any Channel Partner.
4. That the Applicant understands that the provisional allotment once made shall be final and binding on the Applicant and Applicant shall have no objection to this end.
5. That Total Sale Consideration is inclusive of EDC, SIDC, PLC & Taxes (GST, Cess, Fees, Charges, Levies or any other Taxes). Further, in case there is any increase or enhancement in the EDC/SIDC charges/ Taxes, the same shall be payable by the Applicant on pro rata basis along with other applicants as may be determined by the Firm at its discretion. That the applicant agrees that he/she shall pay the following in addition to the Total Sale Consideration:-
 - i) Applicable Interest Free Maintenance Security(IFMS), stamp duty charges towards registration of Builder Buyer Agreement (to be ascertained and payable at the time of registration of the Builder Buyer Agreement), applicable stamp duty charges towards registration of Conveyance Deed, electric connection charges, water connection charges, sewer connection charges, Common Area Maintenance Charges and Electricity (Security) Deposit.
 - ii. Any other charges that may be payable by the Applicant as per terms of this Application or the BBA and such other charges hitherto not contemplated in relation to the Project as may be demanded by the Firm. The Applicant agrees to pay any other future taxes/ charges/ cess/ charges due to subsequent legislation/ levies by whatever name called, including GST or any other statutory demand that may be levied by the Competent Authority in future.
6. The Applicant is aware that the Total Sale Consideration and other dues/charges are payable on the Carpet Area of the Commercial Unit.

Signature(s): _____
 1st Applicant 2nd Applicant 3rd Applicant



7. The Applicant agrees that Earnest Money shall mean the amount as defined by Haryana Real Estate Authority (HARERA) from time to time, to ensure fulfilment, by the Applicant, of the terms and conditions of application and the BBA. That the Applicant hereby authorizes the Company to forfeit the Non-refundable charges which is Earnest Money, the interest paid or payable on delayed payments by the Applicant(s), brokerage/down payment discounts paid/payable by the Firm/ Developer, taxes paid/payable by the Applicant (s) if any, etc. in case of non-fulfilment of the terms and conditions set out herein by the Applicant as well as terms of the BBA and also in the event of failure by the Applicant to sign and return to the Firm the BBA and maintenance agreement within thirty (30) days of their dispatch by the Firm. The GST or any other statutory levy paid by the Applicant shall not be refunded.
8. The Firm shall by itself or through its nominated Maintenance Agency provide services for maintenance, upkeep, repairs, security, landscaping and common areas etc. for the Project subject however to regular and timely payment of maintenance and allied charges and deposits required to be made by the Applicant. The liability to pay maintenance charges shall commence from date of notice of offer of possession of the Commercial Unit by the Firm, regardless of the actual possession or occupation of the Commercial Unit and irrespective of whether the Applicant uses the maintenance services or not. The Applicant confirms and acknowledges that the Project will be maintained by the Firm and/or an agency appointed by the Firm and that the Applicant shall execute a separate maintenance agreement, with the Firm and/or with its nominated maintenance agency, in the standard format of the Firm and such other documents as and when required by the Firm along with declarations and undertaking contained therein. The Applicant accepts that the execution of the maintenance agreement shall be a condition precedent to the execution of the Conveyance Deed for the Commercial Unit.
9. The Applicant confirms having made this application with the full knowledge that the Firm is in the process of developing the Project as part of a Commercial Complex and that the site plan and building plans are tentative and may be changed, altered, modified, revised, added or deleted at the sole discretion of the Firm, subject to regulatory approvals and that the Applicant shall have no objection to the same, if done, in pursuance thereof. It is understood and agreed by the Applicant that the location, size, floor and dimension of a Commercial Unit including the Carpet Area mentioned is tentative and subject to change, and may be modified or revised or changed from time to time during the course of its completion and grant of Occupation Certificate. It is only upon receipt of Occupation Certificate, the final Carpet Area shall be calculated and communicated, which shall be final and binding.
10. The Firm reserves its right to give on lease or hire the whole or any part of the roof / terraces / open areas and other areas not declared as common area and the Applicant agrees not to object to the same or to make any claim on this account.
11. All clauses of this application, allotment and BBA shall apply mutatis mutandis to the exclusive right to use of the car parking space(s) applied and so provided, wherever applicable. The right to exclusive use of Car Parking Space(s) shall be an integral part of the Commercial Unit and cannot be transferred independent of the Commercial Unit. Right to use of any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Firm, subject to availability and upon payment of such charges as may be decided by the Firm. The Firm’s decision in this regard shall be final. The Applicant agrees that parking spaces allocated to the Applicant shall not be a part of the Common Areas and Facilities of the Project for the purpose of Declaration to be filed by the Firm under the Haryana Apartment Ownership Act, 1983 (including any amendments/modifications thereof), or any applicable Acts/Rules.
12. That in case the Applicant is not inclined to obtain allotment of the Commercial Unit and proceeds to withdraw the application for

Signature(s): _____
 1st Applicant 2nd Applicant 3rd Applicant



allotment at any point of time, the Firm at its sole discretion, may accept such request for cancellation. In such event the Non-refundable charges shall be forfeited and the residue amount (if any) shall be returned by the Firm to the Applicant from the surplus available from the Escrow Account specifically opened for the project after 90 days on such request on part of applicant. Such refund shall be made by the Firm to the Applicant without any interest or compensation. The GST or any other statutory levy paid by the Applicant shall not be refunded upon cancellation and the Applicant shall have no right, interest, and claim of whatsoever nature or kind in the Project, or against the Firm.

13. In case the Applicant has opted for a construction-linked payment plan, the Firm shall, subsequent to the time-linked installments, send call/demand notices for only the construction linked installments. In all other cases or time linked installments it shall not be obligatory on the part of the Firm to send call/demand notices/reminders for payment as may be due from the Applicant as per the opted Payment Plan.
14. The Firm shall not entertain any third party remittances, except from blood relatives of the Applicant and if otherwise received, shall be at the sole risk and consequence of the Applicant and no liability shall attach upon the Firm for any such payments. All receipts and related documents shall be issued only in the name of the Applicant whose name appears first in the Application. The Firm shall communicate only with the Applicant. The Applicant shall alone be directly and completely responsible and liable for any such payment/remittance that the Firm may receive from any third party.
15. The Applicant hereby requests the Firm to lease out the Commercial Unit to a Brand(s) for Retail/F&B/Hospitality/Office space etc. and the Firm agrees to do the same on best efforts basis only.
 - a. The Applicant agrees that the Firm would have the exclusive rights to lease out the Commercial Unit only till the date of Offer of Possession.
 - b. The Firm, on best efforts basis, will strive for attractive lease terms for the Applicant. The Letter of Intent (LOI) / Term Sheet / MOU would be executed by the Applicant or the Firm at the Firm's discretion if the lease terms of the Letter of Intent (LOI) / Term Sheet / MOU are acceptable to the Applicant. However, in case the Letter of Intent (LOI) / Term Sheet / MOU is not acceptable to the Applicant, the Firm shall have the right to change the Commercial Unit to another commercial unit of comparable Carpet Area preferably on the same floor of the building on best effort basis only and the Applicant shall unconditionally accept the revised allotment with its resultant commercial implications. The Lease Deed with the tenant/Brand shall be signed by the Applicant. It is further hereby expressly agreed by the Applicant that the Firm's right to lease out the Commercial Unit on Applicant's behalf shall lapse automatically on the date of issue of Offer of Possession if a binding LOI / Term Sheet / MOU / Lease Deed or any such agreement is not executed for the Commercial Unit till that time.

However, the Applicant may request the Firm for leasing out the Commercial Unit even after issue of Offer of Possession without the Firm being under any obligation to accept such request.
16. The Applicant understands that the Firm shall develop the Project in accordance with the approved layout plan and buildings plans. However, if any alterations or modifications are required in such layout and building plans, whether by any statutory authority or as otherwise may be required in the best interest of development of the Project, the Applicant shall not have any objection and undertakes to abide by any such change as may be approved by the DTCP or any other competent statutory authorities. While every attempt shall be made by the Firm to adhere to the location and to the Carpet Area of the Commercial Unit, in the event there is any change in the Commercial Unit's location, its Carpet Area or related PLC, then the resultant variation

Signature(s):
 1st Applicant 2nd Applicant 3rd Applicant



in applicable Total Sale Consideration agreed herein, as the case may be, shall either be payable or refundable without any interest thereon.

17. In the event there is reduction in the carpet area which is not more than (5%) five percent of the Carpet Area of the Unit then the Firm shall refund the excess money paid by Applicant within 90 days. If there is any increase in the Carpet Area, which is not more than (5%) five percent of the Carpet Area of the Unit, allotted to the Applicant, the Firm may demand that from the Applicant as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in the Application/ BBA. However, in the event the increase or decrease in the area is more than 5%, the Firm shall have the right to offer alternate Unit of similar (if not same) size and location.
18. The Applicant understands and acknowledges that on account of any change in the layout or building plans or for any other reason, the Project may not include the Commercial Unit allotted to the Applicant. In such an event, the Applicant shall be offered an alternate Commercial Unit within the Project. There shall be no other claim whatsoever, monetary or otherwise against the Firm and/or the associate company / and or any claim or demand shall otherwise be raised by the Applicant.
19. The Applicant may apply for a loan, if required, to any bank/financial institution of his choice. The Applicant understands that it shall not be the responsibility or liability of the Firm to make arrangements or facilitate in sanctioning and disbursement of the loan to the Applicant. The Firm shall not be held responsible in any manner whatsoever in the event the application for loan made by the Applicant is rejected by any bank/ financial institution and the loan is not sanctioned and/or disbursed. The Applicant confirms that his liabilities to pay the installments and other amounts and charges due and payable to the Firm are not dependent upon such loan and shall continue unabated irrespective of status of his application for loan and/or if the loan amount is not disbursed in time upon its sanction by the bank/financial institution. In case the Applicant avails of a loan, the Conveyance Deed shall be executed only upon receipt of No-objection certificate from such bank/financial Institution.
20. The Applicant agrees that the Firm shall have the right to transfer/assign the ownership rights in the Project / Commercial Complex or its rights under the development agreement, as the case may be, in whole or in part to any entity by way of sale/merger/amalgamation or otherwise as may be decided at the discretion of the Firm without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection or dispute at any time in this regard.
21. The Applicant shall indemnify and keep harmless the Firm, its Partners, officers, agents and representatives, against any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of any of the covenants and conditions by the Applicant as mentioned in this Application or Provisional Allotment.
22. The Applicant has confirmed having read and understood the Haryana Apartment Ownership Act, 1983, and other applicable Acts/Rules and their implications thereof in relation to the Commercial Complex/ Project and has further confirmed to comply, as and when applicable and from time to time, with the provisions of the Haryana Apartment Ownership Act, 1983, and with any statutory amendments or modifications thereof and the provisions of any other Law dealing with the subject matter of this Application/Commercial Unit.
23. (a) Subject to the Applicant having complied with all the terms and conditions of this application, provisional allotment letter / BBA, maintenance agreement, applicable Rules, Bye-laws and other statutory provisions, the Firm shall hand over the Commercial Unit to the Applicant as provided in BBA.

Signature(s):
 1st Applicant 2nd Applicant 3rd Applicant



- (b) That the Applicant shall take the possession of the Commercial Unit within 30 days from the date of offer of possession, failing which the Applicant shall be deemed to have taken the possession of the Commercial Unit. In such a case the Firm shall not be responsible for any loss, damage, trespassing in the said Commercial Unit, occasioned due to the failure of the Applicant to take possession within the stipulated time. Furthermore the Applicant consents and undertakes that he/she shall be liable to pay to the Firm, holding charges as well as maintenance charges as set out in BBA / Maintenance Agreement.
- (c) That the Applicant shall comply with all legal requirements for purchase of immovable property wherever applicable and sign and/or furnish all requisite applications, forms, affidavits, undertakings, indemnities etc required for the purpose.

24. That the possession of the Commercial Unit shall only be offered after the Applicant shall pay, the Total Sale Consideration, the stamp duty, registration charges and all other incidental charges, interests, penalties and legal expenses for execution and registration of the BBA / Sale Deed / Conveyance Deed of the Commercial Unit in favour of the Applicant. The Conveyance Deed for the Commercial Unit shall be executed and got registered only after receipt of the Total Sale Consideration and other dues, interests, penalties or charges and expenses as may be payable and demanded from the Applicant in respect of the Commercial Unit.
25. The Applicant shall pay, as and when demanded by the Firm, electricity, water, sewer and storm water drainage connection charges, meter procurement, testing and installation charges, security deposits, power back-up charges and any other charges as may be payable or demanded from the Applicant in respect of the Commercial Unit. The Applicant undertakes that he/she shall become a member of the Association of buyers in the Project as may be formed by the Firm on behalf of the buyers as and when required to do so.
26. Time is the essence with respect to the Applicant's obligations to pay the Total Sale Consideration as provided in the Payment Schedule along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the BBA to be paid on or before due date or as and when demanded by the Firm as the case may be and also to perform or observe all the other obligations of the Applicant under the BBA. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Firm to send demand notices/reminders regarding the payments to be made by the Applicant as per the Schedule of Payments or obligations to be performed by the Applicant. In case of delay in making payment by the Applicant as per the Payment Plan, the Firm shall have the right to terminate the Provisional Allotment/Allotment/BBA and forfeit the Non-refundable charges. The GST or any other statutory levy paid by the Applicant shall not be refunded. The Firm shall also be entitled to charge interest as applicable as per rates prescribed under the Haryana Real Estate (Regulations & Development) Rules, 2017 from the due date of the delayed installment, as per the Schedule of Payments, till realization of payment. It is expressly agreed by the Applicant that the Firm shall have the right to first adjust interest, if any, and then consider the balance amount as installment money.

However, the Firm may at its sole discretion, waive its right to terminate the Provisional Allotment / Allotment / Agreement, and recover all the payments and seek specific performance of the Agreement. In such a case, the Parties agree that the possession of the Commercial Unit will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant to the satisfaction of the Firm. The option reserved by the Firm to accept the outstanding amount alongwith interest shall not result in time not being the essence of the contract.

Signature(s): -----
 1st Applicant 2nd Applicant 3rd Applicant



27. That the Applicant hereby authorizes and permits the Firm to raise finance/loan from any financial institution / bank by way of mortgage / charge / securitization of the Commercial Unit. The Firm / financial institution / bank shall always have the first lien/charge on the Commercial Unit for all its dues and other sums.
28. The Applicant hereby covenants with the Firm to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of this application / Provisional Allotment / BBA. The Applicant expressly agrees to keep the Firm and its agents and representatives, estate and effects, indemnified and harmless in respect of the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Firm may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.
29. That It is abundantly made clear that in respect of all remittances, acquisition/transfer of the Commercial Unit it shall be the sole responsibility of Non-Resident Indian (NRI)/Foreign National/Person of Indian Origin (PIO) to comply with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or other Applicable Laws or any amendments thereof. Any refund, transfer of security if provided in terms of the BBA shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law, statutory provisions and amendment thereof. The Applicant understands and agrees that in the event of any failure on, his/her/their part to comply with the prevailing Exchange Control Guidelines issued by the Reserve Bank of India, he/she shall be alone liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant shall keep the Firm fully indemnified and harmless in this regard. The Firm accepts no direct or indirect responsibility or liability in this regard.
30. That the Applicant shall inform the Firm in writing any change in the mailing address mentioned in this application failing which all demands, notices etc. by the Firm shall be mailed to the address given in this application and deemed to have been received by the Applicant. The Applicant shall remain liable for any default in payment and/or other consequences that might accrue due to any change in the postal/ mailing address. In case of Joint Applicant(s) all communication shall be sent to the first named Applicant in this application. In case of Applicant does not furnish changed address or contact details, the Firm have the right to serve notice for rejection/termination of this application on the last known address of the Applicant. The Applicant confirms and agrees that any communication to the email address provided to the Firm shall be considered a valid communication to the Applicant.
31. The Applicant agrees and undertakes that the present application and provisional allotment is non transferrable/assignable. The permission to allow transfer shall be at the sole discretion of the Firm, which may grant or refuse permission. The Firm shall charge an administrative fee/transfer charges, as may be decided by the Firm from time to time together with applicable GST, for such transfer and the transfer/nomination shall be effected in a manner and as per procedure as may be formulated by the Firm. The Applicant and the intending transferee shall be required to submit such necessary documents in the format as may be required by the Firm for such transfer. Any transfer without the prior permission/approval of the Firm shall be treated as null and void and such transfer shall not be binding on the Firm.

Signature(s): -----
 1st Applicant 2nd Applicant 3rd Applicant



- 32. That in case the Applicant does not accept the provisional allotment of commercial space as intimated by the Firm or does not sign any document as required by the Firm for any reason or fails to make payment of the demanded amount in the accompanying letter, the Firm reserves the right to forfeit the Non-refundable charges and refund the balance, if any, to the Applicant and the Applicant shall have no right, claim or interest of whatsoever nature or kind in the Project. The GST or any other statutory levy paid by the Applicant shall not be refunded.
- 33. That the Applicant accepts and acknowledges that execution of the Conveyance Deed shall only be done after execution of Maintenance Agreement and all the payments due to the Firm / Maintenance Agency, as the case may be, have been fully paid by the Applicant including all maintenance charges applicable from the date of offer of possession of the Commercial Unit along with interest on delayed payments, holding charges, additional levies, by whatever name called and any enhancement in existing levies including increases in EDC and SIDC, where applicable.
- 34. That the Applicant shall be bound to make timely and regular payment of maintenance charges to the Firm / nominated maintenance agency and also to execute detailed agreement containing terms and conditions for rendering of aforesaid services. The Applicant shall only be entitled to keep his / her allotment subsisting upon regular payment of maintenance charges in their entirety. The Applicant admits and acknowledges that non-payment of maintenance charges or any other dues to the maintenance agency, non-execution of the maintenance agreement within the period stipulated by the Firm or any other violation of terms of maintenance agreement shall entitle the Firm to cancel the provisional allotment and terminate the BBA if executed, of the Commercial Unit not with standing the fact that no particular breach of terms of allotment contained in BBA has been committed by the Applicant. Upon termination the Firm shall be entitled to forfeit the Non-refundable charges and thereafter refund the balance amount, if any, without interest or compensation of any nature whatsoever, within 90 days of such termination. The GST or any other statutory levy paid by the Applicant shall not be refunded. The balance amount of money paid by the Applicant shall be returned by the Firm to the Allottee within ninety days of such cancellation. Upon such termination, the Applicant shall be left with no right, lien or interest over the Commercial Unit, common areas and the parking space in any manner whatsoever.
- 35. That for all intents and purposes and for the purpose of the terms and conditions set out in this letter, singular includes plural and masculine includes the feminine gender.
- 36. That in the event of any dispute or difference arising directly or impliedly from this application or concerning the sale of the Commercial Unit and/or enjoyment of any right / facility / easement pertaining to the same, the same shall be subject to jurisdiction of courts at Gurugram alone.
- 37. That the Applicant agrees that sale of the Commercial Unit is subject to force majeure which interilic, includes delay on account of non-availability of any construction material for development purpose or disturbed water supply or electric power or non-availability of the same or slow down, lockdown(s), curfew, strike of workers or dispute with an agent involved in Project, suspension of construction/development works by statutory authorities including by the National Green Tribunal, Pollution Control Board, Environmental Pollution Control Authority etc., suspension of mining operations for raw materials, civil commotion and unrest, by reason of war or enemy action, earth quake, natural calamities, pandemic situation or any act of God. Also in the event of delay in grant of approval / sanction / clearance from concerned statutory body or if non-delivery of

Signature(s): -----
 1st Applicant 2nd Applicant 3rd Applicant



- possession is a result of any notice, order, rules or notification of the Government or any other public or Competent Authority or Courts or for any reason beyond the control of the Firm and in any of the aforesaid event the Firm shall be entitled to a reasonable corresponding extension of time of delivery of possession of the said Commercial Unit on account of force majeure circumstances details of which shall be set out in BBA.
- 38. The Applicant agrees that in case the Firm has to put in abeyance/abandon the Project and is unable to deliver the Commercial Unit (a) due to any legislation, order, rule or regulation made or issue by the Government or any other authority; (b) if any competent authority refuses, delays, withholds or otherwise denies necessary approvals for the Project or any part thereof for any reason whatsoever; (c) if any matter relating to the Project becomes the subject matter of any suit/writ or any other legal proceedings before any competent court; (d) due to Force Majeure conditions; or (e) any other circumstance beyond the control of the Firm, then the Firm may cancel the allotment of the Commercial Unit and refund the amounts received from the Applicant without interest or compensation from the Surplus available in the Escrow Account. Surplus available in the Escrow Account shall mean and imply cash flow available in the Escrow Account after providing for all liabilities of the Project/Complex.
- 39. The Firm shall have the absolute right to make additional constructions on the Land anywhere within the Project and/or the Commercial Complex including construction of additional floors in the tower in which the Commercial Unit is located, whether on account of increase in Floor Area Ratio (FAR), increase in licensed land area for the Project, addition and/or inclusion of adjacent licensed area/other land, availability of Transferable Development Rights (TDR) as per rules in vogue, additional FAR for green features in the building/Project, green rating from an accredited assessment agency or better utilization of the land or for any other reason to the extent permitted by the DTCP or any other Competent/Governmental Authority and shall have the absolute and unfettered right to lease, sell, mortgage or transfer such additional constructed areas in any manner as the Firm may in its absolute and sole discretion deem fit. The Applicant further understands that the facilitating such additional construction there may be a change in layout of the Project and/or the Commercial Complex to which the Applicant shall have no objection. The Firm and each of the transferees of such additional constructions shall have the same rights as the Applicant with respect to the Project/Commercial Complex including the right to be a member of any association of Commercial Unit owners as may be formed under the Haryana Apartment Ownership Act, 1983 (including any amendments/modifications thereof), and the right to undivided and unopposed use of the Common Areas and Facilities of the Project/Commercial Complex. The Applicant has been made aware by the Firm that the Firm has been applying/applied for revision of Layout/Building Plans for the said Project before the Competent Authorities. The buyer have No Objection with regard to the resultant increase in the area, units, height, number of floors, ground coverage, green areas, parking areas, etc. and any other changes as required as per the said revision of layout/building plans in the said Project as well as if any additional Tower is constructed on this Project/Complex Building, due to the same. In addition to the above, the buyer also has no objection with regard to revision of Layout/Building Plans of the said Project with/without increase in FAR (Floor Area Ratio).
- 40. The Conveyance Deed of the Commercial Unit shall be executed only when full payment of the Total Sale Consideration has been made, maintenance agreement has been executed, the Payment Plan has been fulfilled and no other charges remain due to the Firm.
- 41. Allotment of a Commercial Unit is entirely at the discretion of the Firm which retains its right to reject an application without assigning any reason. Further, the Firm reserves the right to cancel the allotment of Commercial Unit in case such allotment is

Signature(s): -----
 1st Applicant 2nd Applicant 3rd Applicant



obtained through misrepresentation and suppression of material facts by the Applicant and the Firm's decision in this regard shall be final and binding upon the Applicant.

42. The Applicant shall be bound to make payment of outstanding amount, and shall deemed to have fully read and understood the above-mentioned terms and conditions and agrees to abide by the same.

Declaration

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 are binding in nature and are also indicative of the terms and conditions of the BBA which shall be comprehensively elucidated and delineated therein. I/we am/are fully conscious that it is not obligatory on the part of the Firm to send any reminder/notice in respect of my/our obligations as set out in this application and as may be mentioned in the BBA and I/we shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein or as may be contained in the BBA. The Firm has readily provided all explanations and clarifications to me/us as sought by me and after giving careful consideration to all facts, terms and condition; I/we have now signed this Application Form and paid the booking amount fully aware and conscious of my/our duties, liabilities and obligations. I/we further undertake and assure the Firm that in the event of rejection of the application and/or cancellation of my/our provisional booking or allotment, I/we shall have no right, interest or lien on the Commercial Unit, applied for and/or provisionally/finally allotted to me/u

s in any manner whatsoever.

Date: _____

Place: _____

Signature(s): -----
 1st Applicant 2nd Applicant 3rd Applicant



PAYMENT PLAN OPTED

CONSTRUCTION LINKED PAYMENT PLAN (CLP)

On Application of Booking	9% of TSC (Total Sale Consideration)
Within 45 Days from Allotment OR after execution of BBA (whichever is later)	11% of TSC
On Start of Excavation	10% of TSC
On Casting of Foundations	10% of TSC
On Casting of Upper Basement Floor Slab	10% of TSC
On Casting of Ground Floor Slab	10% of TSC
On Casting of 2nd Floor Slab	10% of TSC
On Casting of Top Floor Slab	10% of TSC
On Completion of Brickwork for the unit	7.5% of TSC
On Commencement of Façade work	7.5% of TSC
On Offer of Possession*	5% of TSC+IFMS+Others

*Charges for Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra.
 *Terms & Condition are subject to change.

POSSESSION LINKED PAYMENT PLAN (PLP)

On Application of Booking	9% of TSC
Within 45 Days from Allotment OR after execution of BBA (whichever is later)	16% of TSC
On offer of Possession*	75% of TSC+IFMS+Others

*Charges for Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra.
 *Terms & Condition are subject to change.

SPECIAL PAYMENT PLAN (SPP) - OPTION 1 / **DOWN PAYMENT PLAN (DP) - OPTION 1**

On Application of Booking	9% of TSC
Within 45 Days from Allotment OR after execution of BBA (whichever is later)	26% of TSC
On Completion of super structure/terrace slab	35% of TSC
On Offer of Possession*	30% of TSC+IFMS+Others

*Charges for Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra.
 *Terms & Condition are subject to change.

Signature(s): -----
 1st Applicant 2nd Applicant 3rd Applicant



PAYMENT PLAN OPTED

SPECIAL PAYMENT PLAN (SPP) - OPTION 2 <input type="checkbox"/>	/ DOWN PAYMENT PLAN (DP) - OPTION 2 <input type="checkbox"/>
On Application of Booking	9% of TSC
Within 45 Days from Allotment OR after execution of BBA (whichever is later)	41% of TSC
On Offer of Possession*	50% of TSC+IFMS+Others

*Charges for Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra.
 *Terms & Condition are subject to change.

SPECIAL PAYMENT PLAN (SPP) - OPTION 3 <input type="checkbox"/>	/ DOWN PAYMENT PLAN (DP) - OPTION 3 <input type="checkbox"/>
On Application of Booking	9% of TSC
Within 45 Days from Allotment OR after execution of BBA (whichever is later)	86% of TSC
On Offer of Possession*	5% of TSC+IFMS+Others

*Charges for Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra.
 *Terms & Condition are subject to change.
 * The offer of possession of the above said Commercial Unit shall be given by the Firm on applying of occupancy certificate to the competent authority. The offer of possession is not dependent upon grant of occupation certificate and/or completion certificate.



FOR OFFICE USE ONLY

Booking through:

RERA Registration No. of Channel Partner (if any):

Address:

Pin Code:

PAN (Copy Enclosed):

Phone:

Mobile:

Email:

For **Elan City LLP**

Authorised Signatory

Date: _____

Witness: _____

Signature(s):

1st Applicant

2nd Applicant

3rd Applicant

Date

To

Elan City LLP
15th Floor, Two Horizon Center,
Golf Course Road, DLF Phase 5,
Sector 43, Gurugram 122002, Haryana, India

Subject: No Objection for revision of Layout/Building Plans for the Commercial Colony "ELAN EMPIRE" situated in Revenue Estate of Maidawas, Sub-Tehsil Badshahpur, Sector-66, Gurugram, Haryana vide License No. 97 of 2010 Dated 18/11/2010 & License No.41 of 2011 Dated 03/05/2011

Dear Sir/Madam,

This is with reference to the above mentioned Project. I/we am/are allottee of Unit No.....admeasuring approx.....Sq. Ft. onfloor in the above mentioned Project being developed by the Firm.

I/we agree that the Firm shall have the absolute right to make additional constructions on the Land anywhere within the Project and/or the Commercial Complex including construction of additional floors within the Commercial Complex whether on account of increase in Floor Area Ratio (FAR), increase in licensed land area for the Project, addition of adjacent licensed / fresh / additionally licensed area / other land, availability of Transferable Development Rights (TDR) as per applicable rules, availability of Transit Oriented Development (TOD) as per applicable rules, additional FAR for green features in the building / Project, green rating from an accredited assessment agency or better utilization of the land or for any other reason to the extent permitted by the DTCP or any other Competent / statutory Authority.

I/we further agree that the Firm shall have the absolute and unfettered right to lease, sell, mortgage or transfer such additionally constructed areas in any manner as the Firm may in its absolute and sole discretion deem fit. I/we understand that in facilitating such additional construction there may be a change in layout of the Project and/or the Commercial Complex to which I/we shall have no objection at all. The Firm and each of the transferees of such additional constructions shall have the same rights as me/us with respect to the Project/Commercial Complex including the right to be a member of any association of Commercial Unit owners as may be formed under the Haryana Apartment Ownership Act, 1983 (including any amendments/modifications thereof), and the unhindered and unobstructed right to use the undivided / Common Areas and Facilities of the Project / Commercial Complex. I/we had been specifically made aware by the Firm during the negotiations for purchase that the Firm shall in future apply for revision of Layout / Building Plans for the said Project before the Competent Authorities. I/we, in future, shall have No Objection with regard to the resultant increase / decrease in the area, units, height, number of floors, ground coverage, green areas, parking areas, etc. and any other changes as required as per the said revision of layout / building plans in the said Project as well as if any additional Tower is constructed on this Project named "ELAN EMPIRE", due to the same.

In addition to the above, I/we shall also have no objection with regard to revision of Layout / Building Plans of the said Project with/without increase in FAR (Floor Area Ratio).

I/we shall further have no objection incase the Developer applies for a new license and merges the same with current project and I/we shall further have no objection to the combined zoning.

I/we further undertake that in case the Developer calls upon me/us to furnish any other consent letter/NOC for the purpose, I/we shall forthwith do so as required by the Firm.

I/we specifically confirm that the Developer shall not be under any obligation to seek any subsequent letter / No Objection Certificate / Written or oral confirmation for revision of layout / building plans in the said Project and construction / development / implementation of the Project in terms thereof. I/we undertake not to raise any objection to the proposed revision of layout / building plans of the said Project and subsequent construction / development / implementation of the Project in accordance with the same.

Thanking you,
Yours faithfully,

Signature _____

Name of the Allottee/s _____

Date

To

Elan City LLP
15th Floor, Two Horizon Center,
Golf Course Road, DLF Phase 5,
Sector 43, Gurugram 122002, Haryana, India

Subject: Unconditional Consent for Lease of my Commercial Unit in Project named "ELAN EMPIRE" situated in Revenue Estate of Maidawas, Sub-Tehsil Badshahpur, Sector-66, Gurugram, Haryana.

Dear Sir/Madam,

I/we am/are allottee(s) of Unit No..... admeasuring approx.....Sq. Ft. on floor in the above mentioned Project being developed by the Firm.

- a) I/we am/are aware that to attract maximum foot fall and for the success of the aforesaid project it is extremely crucial that appropriate, well thought of and commercially viable mix of retailers and commodities is maintained in the Project. The same can only be done if the first/exclusive right to lease all spaces in the project is retained by the Firm. Accordingly, I/we hereby unconditionally and irrevocably agree and confirm that the Firm would have the exclusive and absolute right to lease out the said Commercial Unit on my/our behalf.
- b) The Firm shall have the absolute right to settle all terms of letter of intent / agreement or deed of lease including but not confined to quantum of rent/revenue share, advance rent (if any), security deposit, maintenance charges, fit out cost, period of lease, duration of fit out period and lock-in period, consequences for violation of terms of lease, payment of GST, property tax, incurring/sharing cost of registration, brokerage costs etc. The Firm shall be entitled to negotiate and finalize lease arrangement in respect of large areas by clubbing the commercial unit booked for purchase by me/us with other commercial areas in the project. I/we hereby shall unconditionally accept the terms and conditions of LOI / Lease arrangement/Rent/Revenue Share which may be finalized by the Firm on my/our behalf.
- c) I/we agree that the Firm, on best efforts basis, will strive for most beneficial lease terms. I/we admit that quantum of rent shall not be the only consideration for identification and finalization of prospective tenant by the Firm. The exercise of discretion in this regard by the Firm shall not be questioned by me/us. The Letter of Intent (LOI) / Term Sheet / MOU / lease agreement / lease deed would be forthwith executed/registered by me/us or the Company at the behest and instance of the Firm.
- d) That in case the term(s) of Letter of Intent (LOI) / Term Sheet / MOU / lease agreement / lease deed is / are not acceptable to me/us, the Firm shall have the right to change location of my / our above said Commercial Unit to another commercial unit preferably on the same floor of the building on best effort basis only. I / we shall unconditionally accept the revised allotment with its resultant commercial implications including but not confined to variation in area, location etc. I/we undertake to execute/register the letter of intent / Term Sheet / MOU / lease agreement / lease deed finalized by the Firm with the prospective tenant.
- e) I / we have authorised the Firm to finalize all aspects of lease including but not confined to letter of intent / Term Sheet / MOU / lease agreement / lease deed with the prospective lessee without any legal / financial obligation or otherwise on the Firm. I/we shall not be entitled to assert any claim of any nature against the Firm in case no prospective tenant for the property booked for purchase by me/us is located by the Firm.
- f) I/we further undertake that I/we shall provide unconditional consent letter / NOC / other documents in future with regard to the above as required by the Firm.

Thanking you,

Signature _____

Name of the Allottee/s _____

