



ELAN LIMITED

15th Floor
Two Horizon Center
Golf Course Road, DLF Phase 5
Sector 43, Gurugram 122 002
Haryana, India
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E info@elanlimited.com
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APPLICATION
FORM



ELAN LTD.
 15th Floor, Two Horizon Center
 Golf Course Road, DLF Phase 5, Sector 43,
 Gurugram 122 002, Haryana, India

Dear Sir,

I/We (“**Applicant**”) hereby request for the provisional allotment of a retail shop/Commercial Unit/restaurant unit/pods/Multiplex Unit/Food Court Kiosk/Kiosk/SCO/other space(s) (hereinafter referred to as the “**Commercial Unit/Unit**”) in the project titled as “**ELAN EPIC**”, Sector-70, 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 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 Ltd. Epic Collection Escrow A/c** being the part of the Booking Amount for the Commercial Unit in the Project titled as “**ELAN EPIC**”. I/We agree to pay further installments as stipulated or demanded by the Company 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 Company may issue its receipts in acknowledgment of the Booking Amount. I/We confirm and undertake that upon issuance of allotment letter by the Company 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 Company'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.

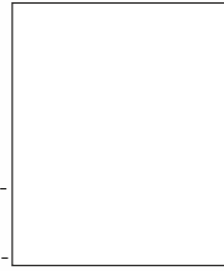
Date: _____

Place: _____

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



APPLICANT (SOLE/FIRST)



Mr./Ms/Mrs

S/o/D/o/W/o/Mr

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)

.....

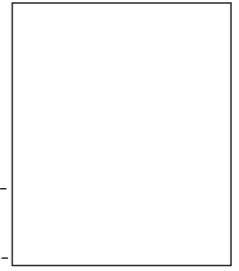
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Signature(s): _____
1st Applicant 2nd Applicant 3rd Applicant

APPLICANT (SECOND)



Mr./Ms/Mrs

S/o/D/o/W/o/Mr

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)

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.....

.....

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



APPLICANT (THIRD)



Mr./Ms/Mrs

S/o/D/o/W/o/Mr

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)

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

M/s.....a partnership firm constituted under the Indian Partnership Act 1932 (Copy of Partnership Deed enclosed) having its place of business atthrough its partner Shri/Smt..... (Aadhaar No.....) authorized by letter of authority dated..... (copy enclosed) PAN.....(copy enclosed).

Or

M/s a 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).

1. Details of Commercial Unit

Unit No: Floor

Super Area:sq.ft. (Carpet Areasq.ft)

Block/Tower:Parking No. (s):

2. Total Sale Consideration includes:-

- a) Basic Sale Price (BSP)
- b) Preferential Location Charges (PLC)
- c) External/ Infrastructural Development Charges (EDC/IDC) (at prevailing rate)
- d) Exclusive right to use ofCar Parking spaces.

In addition to the above the Applicant(s) shall be liable to pay Interest Free Maintenance Security (IFMS): Rs. 150/- per sq. ft. of Super Area to the nominated Maintenance Agency and other charges as mentioned in this Application/ BBA.

3. Payment Plan

Construction Linked Special Payment Down Payment

Possession Linked Others, Please Specify (Annexure enclosed)

NOTES:

- I. All Drafts / Cheques / RTGS are to be made in favour of M/s Elan Ltd. Epic Collection Escrow A/c payable at Gurugram. The details of RTGS are as follows:- Name:- Elan Ltd. Epic Collection Escrow A/c No. 50200048679132, IFSC: HDFC0000572, HDFC Bank Limited Sector-53, Vatika Atrium, A Block, Golf Course Road, Gurugram 122002.
- II. The External Development Charges (EDC) and Infrastructure Development Charges (IDC) 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 company.
- III. Drafts / Cheques / RTGS (instrument) are subject to realization. The date of encashment of instrument shall be deemed to be the date of payment.

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



- IV. All payment towards Total Sale Consideration, IFMS, other statutory charges or any other incidents of tax (current and/ or retrospective), maintenance or any other charges payable shall be paid by the Applicant as and when demanded by the Company 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. GST and/or other statutory dues as applicable shall be charged extra, as per law.
- VIII. Except from blood relatives of the Applicant, third party remittances shall not be entertained and if otherwise received, shall be at the sole risk and consequence of the Applicant and no liability shall attach upon the Company 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.
- IX. To avoid penal consequences under the Income Tax Act 1961, where Total Sale Consideration for the Commercial Unit exceeds Rs. 50 lakhs, Applicant is required to comply with provisions of Section 194 IA (effective from 1st June 2013), by deducting TDS @ 1% from each installment /payment and depositing the same into government treasury within 7 days of the end of the month in which the deduction is made. For the sake of convenience, we are giving 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	AADCE3341G
2	Full Name of the Transferor/Payee/Seller	ELAN LTD.
3	Complete Address of Transferor/Payee/Seller	1A, 8TH AVENUE, BANDH ROAD, VILL. JONAPUR, DELHI - 110047

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

- X. The Provisional Allotment is non transferrable/assignable. The permission to allow transfer shall be at the sole discretion of the Company, which may grant or refuse permission. The Company shall charge an administrative fee/transfer charges, as may be decided by the Company from time to time, for such transfer and the transfer/nomination shall be effected in a manner and as per procedure as may be formulated by the Company. The Applicant and the intending transferee shall be required to submit such necessary documents in the format as may be required by the Company for such transfer. Any transfer without the prior permission/approval of the Company shall be treated as null and void and such transfer shall not be binding on the Company.
- XI. In case of delay in making the payment the Company shall charge interest from the due date of installment. The Company shall also be entitled to charge interest at the rate as prescribed by Haryana Real Estate Authority (HARERA) from time to time. The Company shall first have the right to adjust interest, if any, and then consider the balance amount as instalment money.
- XII. All communications sent by the Company 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 Company shall be within its rights to reject this application and/or cancel the provisional allotment, if done and/or terminate the BBA, 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

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



**TERMS AND 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 Company 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 EPIC", Sector-70, 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 Company and understood by the Applicant.
2. That the Applicant has independently verified and is satisfied about the interest and rights of M/s Elan Ltd. (hereinafter referred to as the "Company"), 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 Company in respect thereof. The Applicant hereby agrees that there is no further need for any investigation/enquiry in this respect. The Applicant is aware that license bearing No.148 of 2008 for development of commercial colony 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 Company/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 Basic Sale Price (BSP), External Development Charges (EDC) (at prevailing rates), PLC and Infrastructural Development Charges (IDC) (at prevailing rates). Further, incase there is any increase or enhancement in the EDC/IDC charges, the same shall be payable by the Applicant on pro rata basis along with other applicants as may be determined by the Developer at its discretion. That the applicant agrees that he/she shall pay the following in addition to the Total Sale Consideration:-
 - i) Goods & services tax (GST), property tax and/or any other tax/fees or levies of all types and any kinds of tax by whatever name called.
 - ii) External electrification charges (EEC).
 - iii) Maintenance Charges, holding charges, sinking fund,
 - iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
 - v) Taxes and Cesses, other amounts, charges, security amount etc.
 - vi) The costs of electricity and water meters as well as related connection charges including sewerage connection charges as may be charged by the concerned authorities.
 - vii) Fixtures and Fittings (if applicable)

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1st Applicant 2nd Applicant 3rd Applicant

viii) 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 Developer. 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 although the Total Sale Consideration and other dues/charges are payable on the Super Area of the Commercial Unit, however what will be transferred/conveyed to the Applicant shall be the Unit Area. The "Unit Area" shall mean and include the entire area enclosed by the periphery walls of the Commercial Unit including the areas under the walls, columns, shafts, cut outs including the area of the terrace(s) exclusive to the Commercial Unit, if any, and the areas of the balcony(ies) and half the area of the walls that are common with other Commercial Units and full area in case of other walls, which form integral part of the Commercial Unit. It is specifically clarified by the Company and accepted by the Applicant that the Unit Area, if provided with exclusively accessible or usable open terrace(s) and balcony(ies), shall also include the area of such terrace(s) and balcony(ies) as may be provided. Notwithstanding the inclusion of such areas, the Applicant shall not cover or construct on such terrace(s) and balcony(ies), any permanent or temporary construction and shall use the same as open terrace(s) and balcony(ies) and in no other manner whatsoever. "Super Area" of the Commercial Unit shall mean and include the Unit Area plus the proportionate undivided share in the Common Areas and Facilities.
7. The Applicant agrees that out of the amount(s) paid/ payable by him/ her towards the Total Sale Consideration the Company shall treat 10% of the Total Sale Consideration as earnest money 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 this earnest money along with the Non-refundable charges such as interest paid or payable on delayed payments by the Applicant, commission, brokerage/down payment discounts paid/payable by the Company, taxes paid/payable by the Applicant, any return on investment paid/ payable by the Company if any, margin that may have been paid by the Company to the Channel Partner etc (here in after referred to as Non-refundable charges). shall also be deducted 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 Company the BBA and maintenance agreement within thirty (30) days of their dispatch by the Company. The GST or any other statutory levy paid by the Applicant shall not be refunded.
8. The Company 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 Company, 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 Company and/or an agency appointed by the Company and that the Applicant shall execute a separate maintenance agreement, with the Company and/or with its nominated maintenance company, in the standard format of the Company and such other documents as and when required by the Company 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 Company 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

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

Company, 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 Super 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 Super Area shall be calculated and communicated, which shall be final and binding.

10. The Company 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 Company, subject to availability and upon payment of such charges as may be decided by the Company. The Company'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 Company 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 allotment at any point of time, the Company at its sole discretion, may accept such request for cancellation. In such event the earnest money shall be forfeited, along with the Non-refundable charges shall also be deducted and the residue amount (if any) shall be returned by the Company to the Applicant only upon realization of the same from the subsequent purchaser of the Commercial Unit. Such refund shall be made by the Company 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 the Applicant shall have no right, interest, and claim of whatsoever nature or kind in the Project, or against the Company.
13. In case the Applicant has opted for a construction-linked payment plan, the Company 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 Company to send call/demand notices/reminders for payment as may be due from the Applicant as per the opted Payment Plan.
14. The Company 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 Developer 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 Company shall communicate only with the Applicant. The Applicant shall alone be directly and completely responsible and liable for any such payment/remittance that the Company may receive from any third party.

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

15. The Applicant hereby requests the Company to lease out the Commercial Unit to a Brand(s) for Retail/F&B/Hospitality etc. and the Company agrees to do the same on best efforts basis only.
 - a. The Applicant agrees that the Company would have the exclusive rights to lease out the Commercial Unit.
 - b. The Company, 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 Company at the Company'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 Company shall have the right to change the Commercial Unit to another commercial unit of comparable Super 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.
16. The Applicant understands that the Company 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 Company to adhere to the location and to the Super Area of the Commercial Unit, in the event there is any change in the Commercial Unit's location or its Super Area, then the resultant variation 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 the variation in the Super Area of the Commercial Unit is greater than 15% and such variation is not acceptable to the Applicant, every attempt shall be made to offer an alternate Commercial Unit of an approximately similar size within the Project subject to availability. In the event that such an alternate Commercial Unit is available and the Applicant accepts such alternate Commercial Unit, the applicable Total Sale Consideration, resulting due to such changed location/Commercial Unit shall be payable or refundable as the case may be No other claim, monetary or otherwise, shall lie against the Company.
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 Company and/or the associate company/ies nor 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 Company to make arrangements or facilitate in sanctioning and disbursement of the loan to the Applicant. The Company 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 Company 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.

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

20. The Applicant agrees that the Company 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 Company 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 Company, its directors, 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 Company shall hand over the Commercial Unit to the Applicant as provided in BBA.
 - (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 Company 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 Company, 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 has paid, the Total Sale Consideration, GST, IFMS 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 Company, 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 Company on behalf of the buyers as and when required to do so.

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

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 Company 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 Company 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 Company shall have the right to terminate the Provisional Allotment/Allotment/BBA and forfeit the Earnest Money along with the Non-refundable charges shall also be deducted. The GST or any other statutory levy paid by the Applicant shall not be refunded. The Company shall also be entitled to charge interest at the prescribed rate by HARERA from the due date of installments, as per the Schedule of Payments, till realization of payment. It is expressly agreed by the Applicant that the Company shall have the right to first adjust interest, if any, and then consider the balance amount as installment money.

However, the Company may at its sole discretion, waive its right to terminate the Provisional Allotment / Allotment / BBA, 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 Company. The option reserved by the Company to accept the outstanding amount alongwith interest shall not result in time not being the essence of the contract.

27. That the Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of the Commercial Unit. The Company/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 Company 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 Company 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 Company 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

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

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 Company fully indemnified and harmless in this regard. The Company accepts no direct or indirect responsibility or liability in this regard.

30. That the Applicant shall inform the Company in writing any change in the mailing address mentioned in this application failing which all demands, notices etc. by the Company 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 Company 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 Company 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 Company, which may grant or refuse permission. The Company shall charge an administrative fee/transfer charges, as may be decided by the Company 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 Company. The Applicant and the intending transferee shall be required to submit such necessary documents in the format as may be required by the Company for such transfer. Any transfer without the prior permission/approval of the Company shall be treated as null and void and such transfer shall not be binding on the Company.
32. That in case the Applicant does not accept the provisional allotment of commercial space as intimated by the company or does not sign any document as required by the company for any reason or fails to make payment of the demanded amount in the accompanying letter, the company reserves the right to forfeit the earnest money along with the Non-refundable charges shall also be deducted 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 Company/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 EDC and IDC, where applicable.
34. That the Applicant shall be bound to make timely and regular payment of maintenance charges to the company / nominated maintenance agency and also to execute detailed maintenance 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 company or any other violation of

terms of maintenance agreement shall entitle the company to cancel the provisional allotment and terminate the BBA if executed, of the Commercial Unit notwithstanding the fact that no particular breach of terms of allotment contained in BBA has been committed by the Applicant. Upon termination the Company shall be entitled to forfeit the earnest money along with the Non-refundable charges shall also be deducted and thereafter refund the balance amount, if any, without interest or compensation of any nature whatsoever, from the sale proceeds of the resale of Commercial Unit. The GST or any other statutory levy paid by the Applicant shall not be refunded. 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. The Applicant specifically understands that upon execution, the terms and conditions, as set out in the BBA shall supersede the terms and conditions as set out in this application.
36. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
37. 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 Gurgaon alone.
38. That the Applicant agrees that sale of the Commercial Unit is subject to force majeure which interalia, 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, 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 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 possession is a result of any notice, order, rules or notification of the Government or any other public or Competent Authority or for any reason beyond the control of the Company and in any of the aforesaid event the Company 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.
39. The Applicant agrees that in case the Company 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 Company, then the Company may cancel the allotment of the Commercial Unit and refund the amounts received from the Applicant without interest or compensation. However the GST or any other statutory levy paid by the Applicant shall not be refunded

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

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

40. The Company 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 of adjacent licensed area, 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 Company may in its absolute and sole discretion deem fit. The Applicant understand 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 Company 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.

41. 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 Company.

42. Allotment of a Commercial Unit is entirely at the discretion of the Company which retains its right to reject an application without assigning any reason. Further, the Company reserves the right to cancel the allotment of Commercial Unit in case such allotment is obtained through misrepresentation and suppression of material facts by the Applicant and the Company's decision in this regard shall be final and binding upon the Applicant.

43. 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. It is specifically clarified that the terms and conditions given above are of indicative nature with a view to acquaint the Applicant with the terms and conditions to be comprehensively set out in the BBA which shall supersede the terms and conditions set out herein.

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 Company to send any reminder/notice in respect of my 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 Company has readily provided all explanations and clarifications to me 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 duties, liabilities and obligations. I/We further undertake and assure the Company that in the event of rejection of the application and/or cancellation of my 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/us in any manner whatsoever.

Date: _____ Place: _____

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

PAYMENT PLAN OPTED:

POSSESSION LINKED PAYMENT PLAN (PLP) <input style="float: right;" type="checkbox"/>	
On Application of Booking	9% of TSC (Total Sale Consideration)
Within 30 Days of Allotment	41% TSC
On offer of Possession*	50% of TSC (Plus IFMS + Others)

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

SPECIAL PAYMENT PLAN (SPP) - OPTION 1 <input style="float: right;" type="checkbox"/>	
On Application of Booking	9% of TSC (Total Sale Consideration)
Within 45 Days of Allotment	61% of TSC
On Offer of Possession *	30% of TSC (Plus IFMS + Others)

*Charges for Stamp duty, Registration charges & Administrative/Legal charges as applicable will be charged extra.
 *GST and other taxes shall be payable extra as applicable. | Terms & Condition are subject to change.

SPECIAL PAYMENT PLAN (SPP) - OPTION 2 <input style="float: right;" type="checkbox"/>	
On Application of Booking	9% of TSC
Within 45 Days of Allotment	41% of TSC
On Offer of Possession *	50% of TSC (Plus IFMS + Others)

*Charges for Stamp duty, Registration charges & Administrative/Legal charges as applicable will be charged extra.
 *GST and other taxes shall be payable extra as applicable. | Terms & Condition are subject to change.

SPECIAL PAYMENT PLAN (SPP)-OPTION 3 <input style="float: right;" type="checkbox"/>	
On Application of Booking	9% of TSC
Within 45 Days of Allotment	51% of TSC
On Offer of Possession *	40% of TSC (Plus IFMS + Others)

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

DOWN PAYMENT PLAN (DP) <input style="float: right;" type="checkbox"/>	
On Application of Booking	9% of TSC
Within 45 Days of Allotment	86% of TSC
On Offer of Possession *	5% of TSC (Plus IFMS + Others)

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

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



FOR OFFICE USE ONLY

Booking through:

Address:

Pin: PAN: (Copy Enclosed)

Ph: M: Email:

1. Details of Commercial Unit

Unit No: Floor:

Super Area: sq.ft. (Carpet Area sq.ft)

Block/Tower: Parking No. (s):

2. Total Sale Consideration

a) Basic Sale Price (BSP): Rs per sq.ft. of Super Area

b) PLC if any: (percentage of BSP) %

c) EDC/IDC: Rs per sq.ft. of Super Area

d) IFMS: Rs per sq.ft. of Super Area

e) Exclusive right to use car parking space (if any): Rs

3. Payment Plan

Construction linked Special Payment Down Payment

Possession linked Others, Please Specify (Annexure enclosed)

Receiving officer Name & Signature:

Date:

Witness:

For **Elan Ltd**

Authorized Signatory

Date:

To

Elan Limited,
15th Floor, Two Horizon Center
Golf Course Road, DLF Phase 5, Sector 43,
Gurugram 122 002, Haryana, India

Subject: License No. 148 of 2008 dated 02.08.2008 - No Objection for revision in Layout/Building Plans for the Commercial Colony Project named "ELAN EPIC" situated in the Revenue Estate of Village Badshahpur, Sector-70, Gurugram, Haryana.

Dear Sir,

This is with reference to the above mentioned Project. I/we am/are allottee of Unit No. admeasuring approx. Sft on floor in the above mentioned Project being developed by the Company.

I/We agree that the Company 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 area, 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 Company may in its absolute and sole discretion deem fit. I/We understand that the 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. The Company 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 right to undivided and unopposed use of the Common Areas and Facilities of the Project/Commercial Complex. I/We have been made aware by the Company that the Company has been applying/applied for revision of Layout/Building Plans for the said Project before the Competent Authorities. I/we 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 named "ELAN EPIC", due to the same.

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

I/We have seen the revised Building Plans to be submitted for the above changes.

Thanking you,

Yours faithfully,

Signature:

Name of the Allottee/s:

Address:

Contact No:

To

Elan Limited,
15th Floor, Two Horizon Center
Golf Course Road, DLF Phase 5, Sector 43,
Gurugram 122 002, Haryana, India

Subject: Consent for Lease for my Commercial Unit in Project named "ELAN EPIC" situated in the Revenue Estate of Village Badshahpur, Sector-70, Gurugram, Haryana.

Dear Sir/ Madam

I/we am/are allottee(s) of Unit No..... admeasuring approx..... Sft onfloor in the above mentioned Project being developed by the Company.

- a) I/we hereby unconditionally and irrevocably agree and confirm that the Company would have the exclusive rights to lease out the said Commercial Unit on my/our behalf. And we shall give our unconditional consent on the terms and conditions of LOI/Lease arrangement/Rent/Revenue Share which may be finalized by the Company on our behalf.
- b) I/we agree that the Company, on best efforts basis, will strive for attractive lease terms. The Letter of Intent (LOI)/Term Sheet/MOU would be executed by me/us or the Company at the Company's discretion. However, in case the Letter of Intent (LOI)/Term Sheet/MOU is not acceptable to me, the Company shall have the right to change my above said Commercial Unit to another commercial unit preferably on the same floor of the building on best effort basis only and I/we shall unconditionally accept the revised allotment with its resultant commercial implications. The Lease Deed with the tenant/Brand shall be signed by me/us.

Thanking you,

Signature:

Name of the Allottee/s:

Address

.....

.....

Contact No

