

ELAN
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PROVISIONAL APPLICATION FORM

RETAIL
COMMERCIAL
HOSPITALITY



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ELAN BUILDCON PRIVATE LIMITED

Corporate Office: 15th Floor, Two Horizon Center, DLF Phase V,
Sector-43, Golf Course Road, Gurugram, Haryana, India

Dear Sir,

I / We request that I / We may be registered for the provisional allotment of a shop/commercial unit / office space / studio apartment / other space(s) in the project titled as '**Elan Miracle**' located at **Village Hayatpur Sector-84, Gurugram, Haryana** which is being facilitated by you.

I / We agree to sign and execute the Property Buyer's Agreement with the Developer on their standard format. I / We understand and agree to abide by the terms and conditions of the Application Form for provisional allotment mentioned herein. I/We herewith remit a sum of ₹ _____ Rupees (_____)

Vide Bank Draft/ Cheque No./ RTGS No. _____ Dated ____/____/____
drawn on _____ Bank in favour of '**ELAN BUILDCON PVT. LTD. A/C MIRACLE**' being the Booking amount for the project titled as '**Elan Miracle**'. 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 Unit, notwithstanding that the Company may issue its receipt in acknowledgment of the Booking Amount. I / We confirm and undertake that upon issuance of allotment letter by the Company provisionally allotting Unit to me / us, I / We shall be bound to purchase the same and to execute the necessary documents, including the Property Buyer's Agreement in the Company's standard format, unconditionally and without qualification, that the provisional allotment of the 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 sales consideration and other charges, forfeiture of the Earnest Money as provided for herein and execution of necessary documents including the Property Buyer's Agreement and that I / We am / are a major and also capable of contracting in my / our name.

Date ____/____/____

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant

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APPLICANT (SOLE / FIRST)

Mr. / Ms / Mrs _____

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

Date of Birth (in case of minor) _____

Nationality _____ PAN _____

Correspondence Address _____

City _____ Pin Code _____

Permanent Address _____

City _____ Pin Code _____

Phone No. _____ Mobile No. _____

Email _____

Occupation

Business

Self Employed

Professional

Service

Housemaker

Govt. Employee

Any Other (Please Specify) _____



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 _____

Correspondence Address _____

City _____ Pin Code _____

Permanent Address _____

City _____ Pin Code _____

Phone No. _____ Mobile No. _____

Email _____

Occupation

- | | | |
|---|--|---|
| <input type="checkbox"/> Business | <input type="checkbox"/> Self Employed | <input type="checkbox"/> Professional |
| <input type="checkbox"/> Service | <input type="checkbox"/> Housemaker | <input type="checkbox"/> Govt. Employee |
| <input type="checkbox"/> Any Other (Please Specify) _____ | | |

PLEASE AFFIX
YOUR PHOTOGRAPH
HERE AND
SIGN ACROSS IT

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant

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APPLICANT (THIRD)

Mr. / Ms / Mrs _____

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

Date of Birth (in case of minor) _____

Nationality _____ PAN _____

Correspondence Address _____

City _____ Pin Code _____

Permanent Address _____

City _____ Pin Code _____

Phone No. _____ Mobile No. _____

Email _____

Occupation

- | | | |
|---|--|---|
| <input type="checkbox"/> Business | <input type="checkbox"/> Self Employed | <input type="checkbox"/> Professional |
| <input type="checkbox"/> Service | <input type="checkbox"/> Housemaker | <input type="checkbox"/> Govt. Employee |
| <input type="checkbox"/> Any Other (Please Specify) _____ | | |



Signature(s)

1st Applicant

2nd Applicant

3rd Applicant





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M/s _____
a partnership firm constituted under the Indian Partnership Act 1932 (Copy of the Partnership Deed enclosed) having its place of business at _____
through its partner Shri / Smt _____
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 _____
authorized by a resolution passed by the Board of Directors (A copy of Board Resolution, Memorandum and Article of Association as well as certificate of Incorporation of the company enclosed) _____
PAN _____ (copy enclosed)

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant

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Details of Shop / Studio Apartment / Commercial Space:

Retail Service Apartment Office Space

Unit No. _____ Floor _____

Super Area _____ Sq. Ft. _____ Sq. Mtrs. _____

Basic Sale Price ₹ _____ PLC if any ₹ _____

EDC/IDC ₹ _____ IFMS ₹ _____

Exclusive right to use car parking ₹ _____

Payment Plan

Construction Linked Fixed Return Down Payment Possession Linked

Any Other (Please Specify) _____ (Annexure enclosed)

NOTES:

- All Drafts/Cheques/RTGS are to be made in favour **Elan Buildcon Pvt. Ltd. Miracle Collection Rera A/c** payable at Gurugram. The details of RTGS are as follows:- Name:- Elan Buildcon Pvt. Ltd., A/c No. :- **017266200000051**, IFSC Code:- **YESB0000172**, Bank:- Yes Bank Limited, Retail Block, Upper Ground Floor, DLF Cyber City, Tower 8C, Opp. Barista, Gurugram.
- The Drafts / Cheques / RTGS are accepted subject to realization. The date of encashment of instrument shall be deemed to be the date of payment.
- All payments towards BSP, EDC and IDC, PLC, IFMS, club membership charges, charges for exclusive right to use of car parking space(s), 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.
- Stamp Duty, Registration Charges and miscellaneous incidental expense and documentations charge shall be payable by the applicant.
- 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.
- Service Tax/GST and other statutory dues as applicable shall be charged extra, as per law.
- Payments from the sources other than the applicant(s) ("Third Party") to be accompanied with no objection certificate (NOC's) as per the approved format of the company failing which the same is liable to be rejected and returned directly to the said Third Party.
- To avoid penal consequences under the Income Tax Act 1961, where sale consideration for the 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:

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant

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| S.No. | Description of the field in Form 26QB | Information to be filled in the relevant box / space |
|-------|---|--|
| (i) | Permanent Account Number (PAN) of Transferor / Payee / Seller | AADCE6806C |
| (ii) | Full Name of the Transferor / Payee / Seller | ELAN BUILDCON PVT. LTD. |
| (iii) | Complete Address of Transferor / Payee / Seller | L-1/1100, First Floor, Street No. 25, Sangam Vihar, New Delhi-110062 |

Please submit with us TDS certificate and Challan showing proof of deposition of the same within 7 days from the date of Tax so deposited so that the appropriate credit may be allowed in your account.

- i. 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.
- j. 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 @ 21% p.a. for first 60 days and interest @ 24% after 60 days from the due date of installments, as per the Schedule of Payments, till realization of payment. The Company shall have the right to first adjust interest, if any, and then consider the balance amount as installment money.
- k. All communications sent by the Company on the E-mail address provided by the applicant herein, shall be deemed to have been duly served.

DECLARATION

I / We, the Applicant(s), 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 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 Provisional Application form and accept and undertake to unconditionally abide by the same.

Date:

Place:

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant

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**TERMS AND CONDITIONS OF THIS PROVISIONAL 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 Property Buyer Agreement in respect of the Unit. These are tentative and indicative key terms and conditions of the Property Buyer Agreement 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.

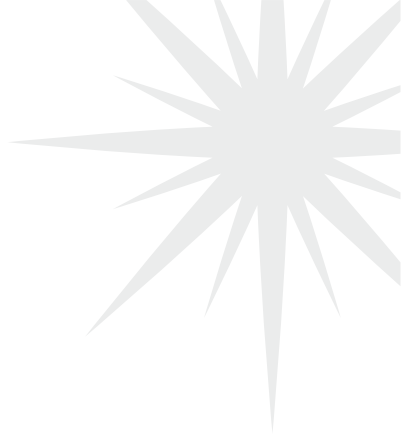
1. That the Applicant has applied for the provisional allotment of a Unit in the project titled as 'Elan Miracle' situated at Village Hayatpur Sector-84, Gurugram, Haryana with full knowledge and understanding of all the laws, notifications and rules as are applicable to the area in general and the Commercial Complex / Project in particular, which also have been duly explained by the Company and understood by the Applicant.
2. That the applicant has verified and has satisfied himself / herself about the interest and right of M/s Elan Buildcon Pvt. Ltd. (hereinafter referred to as "Company"), in the land on which the said Commercial Project is being constructed and has understood all limitations and obligations in respect thereof. The applicant agrees that there will not be any further investigations or objections by him / her in this respect. The applicant is aware that Company has entered into contractual agreement with the registered owner of the land over which the project is being developed. The applicant is further aware that license bearing no. 34 of 2014 for development of Commercial Colony had been granted by Director General, 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 shall be final and binding on the Applicant and applicant shall have no objection to this end. Any mention of the unit / preferential unit number or floor number here in does not bind the Company in any manner whatsoever.
5. That the consideration for the aforesaid Premises is exclusive of External Development Charges ("EDC"), Infrastructure Development Charges ("IDC") as specified by the Director, Town and Country Planning, Government of Haryana, Chandigarh. However, in case there is any increase or enhancement in the EDC / IDC charges, the same shall be payable by the applicant on pro rata basis of the saleable area / super area of the applicant(s). That the applicant agrees that he /she shall pay the basic price of the Commercial Project and other charges like EDC / IDC / PLC / IFMS / club membership charges, exclusive right to use of Car parking space(s) etc. The applicant undertakes to pay any other future taxes /charges / cess / levies by whatever name called, including service tax, value added tax or any other statutory demand that may be levied/demanded by the Competent Authority in future. The applicant has understood that the BSP, EDC & IDC, Charges for exclusive right to use of Car parking space(s), Club Membership Charges, IFMS and applicable PLC, along with applicable taxes shall constitute the "Total Consideration" for the Unit.
6. That the External Development Charges (EDC) and Infrastructure Development Charges (IDC) for the purpose of external services which is 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.
7. The applicant agrees that out of the amount(s) paid / payable by him / her towards the Sale Consideration, the Company shall treat 15% of the total Sale Consideration as earnest money to ensure fulfillment, by the applicant, of the terms and conditions of application and the Property Buyer's Agreement. That the applicant hereby authorizes the Company to forfeit this earnest money along with brokerage / administrative charges, interest on unpaid installments along with any other amounts of non-refundable nature in case of non-fulfillment of the terms and conditions set out herein by the applicant as well as terms of the Property Buyer's Agreement and also in the event of failure by the Provisional Allottee(s) to sign and return to the Company the Property Buyer's Agreement and maintenance agreement within thirty (30) days of their dispatch by the Company.

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant



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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 / 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 Unit by the Company, regardless of the actual possession or occupation of the 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 Unit.
9. That In case the company enters into Joint Venture and/or sells the entire project to any third person/party, the clauses of this application shall be binding mutatis mutandis to the person/party/company taking over/entering the project and the Allottee/s.
10. 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 on the Land, 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 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 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.
11. 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.
12. The applicant understands and agrees that it is mandatory to apply for grant of right to exclusive use of Car Parking Space(s) as applicable for the Unit applied for. All clauses of this application, allotment and Agreement 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 Unit and cannot be transferred independent of the 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.
13. That the Company is developing a Club in the project. The club membership charges / security for membership shall be liable to be paid by the applicant. The Company shall at its cost and expense construct & develop the Club which, at the sole discretion of the Company, may be transferred to any third party to own, operate, manage and maintained on such terms and conditions as the Company may agree with such third party. The applicant's right to use such Club shall at all times be subject to payment of membership charges, subscription fees and such other charges of the Club as well as upon adherence of all rules, bye-laws, terms and conditions as may be intimated by the Company or such third party in relation to such Club
14. 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, the amounts due and payable by the applicant to the Company shall also be deducted, the brokerage / commission / any return on Investment paid / payable by the company to the allottee(s), margin that may have been paid by the Company to the Channel Partner 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 unit. Such refund shall be made by the Company to the applicant without any interest or compensation. No refund of service tax / any other tax(es) paid by the applicant shall be made by the Company. Upon cancellation the applicant shall have no right, interest, and claim of whatsoever nature or kind in the project.

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant

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15. 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.
16. The Company shall not be responsible or liable to any third party making payments or remittances to the Company on behalf of the applicant and such third party shall not have any right or claim in this application or the provisional allotment if done by the Company. The Company shall issue its payment receipts only in favor of the applicant and 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.
17. 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 DGTCP 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 Unit, in the event there is any change in the Unit's location, its Super Area or related PLC, then the resultant variation in applicable Total Consideration agreed herein, as the case may be, shall either be payable or refundable without any interest thereon and at the BSP mentioned herein.
18. In the event the variation in the Super Area of the Unit is greater than 20% and such variation is not acceptable to the applicant, every attempt shall be made to offer an alternate unit of an approximately similar size within the Project subject to availability. In the event that such an alternate unit is available and the applicant accepts such alternate unit, the applicable Total Consideration, including the applicable PLC, resulting due to such changed location / Unit shall be payable or refundable, as the case may be, at the BSP mentioned herein. No other claim, monetary or otherwise, shall lie against the Company.
19. In the event the applicant does not accept such alternate unit or if there is no other unit of an approximately similar size at another location within the Project, the applicant shall be refunded the actual amounts received against the Total Consideration without any interest or compensation in any form within Thirty (30) days of receipt of equivalent amount from the subsequent sale of the Unit without deduction of Earnest Money. No refund of service tax paid by the applicant shall be made by the Company. No other claim, monetary or otherwise shall lie against the Company. Further, it is agreed that the applicant shall have no objection to nor shall there be any claim or lien on the Unit for its subsequent sale regardless of the applicant accepting or declining the alternate unit.
20. 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 Unit allotted to the applicant. In such an event, the applicant shall be offered an alternate unit within the Project. However, if there is no alternate unit available or if available, is not acceptable to the applicant, then, the amount of Total Consideration received against the Unit shall be refunded within a period of Ninety (90) days of such confirmation. No refund of service tax paid by the applicant shall be made by the Company. 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
21. 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.
22. 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.

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant



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- 23. 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.
- 24. 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 / Unit.
- 25. (a) Subject to the applicant having complied with all the terms and conditions of this application, provisional allotment / Property Buyer's Agreement / maintenance agreement, applicable Rules, Bye-laws and other statutory provisions, the Company shall hand over the Commercial Unit to the applicant as provided in Property Buyer's Agreement. In the event the Company fails to deliver the possession of the Commercial Unit to the applicant within the stipulated time period and as per the terms and conditions of the Property Buyer's Agreement, then the Company shall pay to the applicant compensation as set out in Property Buyer's Agreement.
 - (b) That the applicant shall take the possession of the 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 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 set out in Property Buyer's Agreement.
 - (c) That the applicant shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Property Buyer's Agreement and sign all requisite applications, forms, affidavits, undertakings, indemnity etc, required for the purpose.
- 26. That the possession of the Unit shall only be offered after the applicant shall pay, the entire sale consideration, the stamp duty, registration charges and all other incidental charges, interests, penalties and legal expenses for execution and registration of the Sale Deed / Conveyance Deed of the commercial unit in favour of the applicant. The sale deed for the commercial unit shall be executed and got registered upon receipt of the full Sale Consideration and other dues, interests, penalties or charges and expenses as may be payable and demanded from the applicant in respect of the said commercial unit.
- 27. The applicant shall pay, as and when demanded by the Company, initial electricity connection charges, meter procurement and installation charges, power back up charges and any other charges as may be payable or demanded from the applicant in respect of the unit. The applicant undertakes that he / she shall become a member of any Association / society of said Colony as may be formed by the Company on behalf of unit Buyers as and when asked to do so.
- 28. Time is the essence with respect to the applicant's obligations to pay the 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 Property Buyer's Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the applicant under the Property Buyer's Agreement. 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 terms of Schedule of Payments, the Company shall have the right to terminate the Provisional Allotment / Allotment / Agreement and forfeit the Booking Amount. The Company shall also be entitled to charge interest @ 21% p.a. for first 60 days and interest @ 24% after 60 days 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 / 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 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 along with interest shall not result in time not being the essence of the contract.

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant

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29. 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 his / her / their unit subject to the unit being free of any encumbrances at the time of execution of sale deed. The Company / Financial Institution / Bank shall always have the first lien / charge on the said unit for all its dues and other sums.
30. 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 / Property Buyer's Agreement. 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.
31. That It is abundantly made clear that in respect of all remittances, acquisition / transfer of the said 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 Property Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law, 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 Company fully indemnified and harmless in this regard. The Company accepts no direct or indirect responsibility or liability in this regard.
32. 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.
33. The applicant agrees and undertake 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, 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.
34. 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 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.
35. 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 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 Property Buyer's Agreement if executed, of the unit notwithstanding the fact that no particular breach of terms of allotment contained in Property Buyers Agreement has been committed by the applicant. Upon termination the Company shall be entitled to forfeit the earnest money and the amounts due and payable by the applicant to the Company including any interest accrued on the delayed installment, late payment charges, any interest on installment, any brokerage / commission / any return on investment paid / payable by the company to the

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant



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allottee(s), margin that may have been paid by the Company to the Channel Partner shall be also 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 unit. The service tax paid by the applicant shall not be refunded. Upon such termination, the applicant shall be left with no right, lien or interest over the unit, common areas and the parking space in any manner whatsoever.

- 36. The applicant is aware that although the Total Consideration and other dues/charges are payable on the Super Area of the 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 Unit including the areas under the walls, columns, shafts, cut outs including the area of the terrace(s) exclusive to the Unit, if any, and the areas of the balcony(ies) and half the area of the walls that are common with other units and full area in case of other walls, which forms integral part of the 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 Unit shall mean and include the Unit Area plus the proportionate undivided share in the Common Areas and Facilities. The covered area in case of retail units shall be fifty percent of the super area. In case of Foodcourt units, the fifty percent covered area includes area of sitting space(s) as well as Service Corridors on pro-rata basis. The Covered area in case of Serviced Apartment shall be fifty five percent of the super area, for example: covered area in case of a retail unit admeasuring super area of 1,000 sq.ft. shall be 500 sq.ft., covered area in case of a serviced apartment admeasuring super area of 1,000 sq.ft. shall be 550 sq.ft.
- 37. The applicant specifically understands that upon execution, the terms and conditions, as set out in the Property Buyer's Agreement shall supersede the terms and conditions as set out in this application.
- 38. 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.
- 39. That in the event of any dispute or difference arising directly or impliedly from this application or concerning the sale of the 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.
- 40. That the applicant agrees that sale of the unit is subject to force majeure which inter alia, 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, 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 unit on account of force majeure circumstances details of which shall be set out in Property Buyer's Agreement.
- 41. The applicant agrees that in case the Company has to put in abeyance / abandon the Project is unable to deliver the 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 Unit and refund the amounts received from the applicant without interest or compensation. However no refund of service tax paid by the applicant shall be made by the Company.
- 42. 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 Unit is located, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the Land or for any other reason to the extent permitted by the DGTCP or any other Competent / Governmental Authority and shall have the absolute and unfettered right to transfer such additional constructed areas in any manner as the Company may in its absolute and sole discretion deem necessary. 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

Signature(s)

1st Applicant

2nd Applicant

3rd Applicant

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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 unit owners as may be formed under the Haryana Apartment Ownership Act, 1983 (including any amendments / modifications thereof), and the right to understand and unopposed use of the Common Areas and Facilities of the Project / Commercial Complex.

43. The conveyance Deed of the Unit shall be executed only where full payment of the Total Consideration has been made, maintenance agreement has been executed, the Payment Plan has been fulfilled and no other charges remain due to the Company.
44. Allotment of a 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 an 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.
45. 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 Property Buyer's Agreement 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 Property Buyer's Agreement 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 Property Buyer's Agreement 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 Property Buyer's Agreement. 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 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



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FOR OFFICE USE ONLY

Booking Through _____

Address _____

Pin _____ PAN _____ (Copy Enclosed) _____

Phone No. _____ Mobile No. _____

Email _____

1. Details of Shop(s) / Studio Apartment(s) / Office Space(s) / Commercial Space(s)

Name of Building _____

Unit No. _____ Floor _____ Super Area _____ Sq. ft. _____

Block / Tower _____ Parking No. (s) _____

2. Sales Consideration

(a) Basic Sale Price ₹ _____ Per Sq.ft. (b) PLC if any ₹ _____ Per Sq. ft.

(c) EDC / IDC ₹ _____ Per Sq.ft. (d) IFMS ₹ _____ Per Sq. ft.

(e) Exclusive right to use car parking (if any) ₹ _____

(f) Club Membership Charges (if any) ₹ _____

Total sales consideration (a+b+c+d+e+f) ₹ _____

3. Payment Plan

Construction Linked Fixed Return Down Payment Possession Linked

Any Other (Please Specify) _____ (Annexure enclosed)

Receiving officer name & signature:

Date ____/____/____

For Elan Buildcon Pvt. Ltd.

Witness _____ Authorized Signatory _____

Date:

To

Sub: License No. 34 of 2014 dated 12.06.2014 – No Objection for revision in Layout/Building Plans for the Commercial Colony Project named “ELAN MIRACLE” over an area admeasuring 5.91875 Acres situated in the Revenue Estate of Village Hayatpur, Sector-84, Gurugram, Haryana.

Dear Sir,

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

Date:

Date:

To:

Sub: License No. 34 of 2014 dated 12.06.2014 – No Objection for increase in FAR (Floor Area Ratio) as per norms notified by the Government for the Commercial Colony Project named “ELAN MIRACLE” over an area admeasuring 5.91875 Acres situated in the Revenue Estate of Village Hayatpur, Sector-84, Gurugram, Haryana.

Dear Sir,

This is with reference to the above mentioned Project. I/we am/are allottee of Unit No..... admeasuring approx. Sft onfloor in the above mentioned Project being developed by the Company. I/We am/are fully aware of the revised FAR (Floor Area Ratio) notification and I/we will be having No Objection in case of increase in the area, units, height, number of floors, ground coverage of the above mentioned Project as well as if any additional Tower is constructed on this Project due to revised FAR notified by the Government.

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

In future, if there are any changes in FAR (Floor Area Ratio) then this letter should be treated as ‘No Objection Certificate’ from me to the company to make the required amendments.

Thanking you,

Yours faithfully,

Signature: ★

Name of the Allottee/s:

Address:.....

.....

.....

Contact No.....





ELAN BUILDCON PRIVATE LIMITED

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DLF Phase V, Sector-43, Golf Course Road,
Gurugram, Haryana, India

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