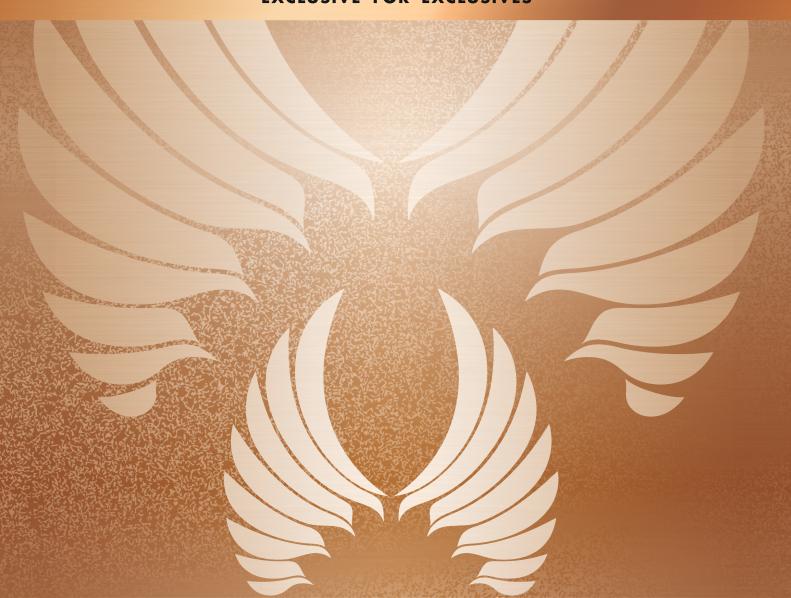


## **EXCLUSIVE FOR EXCLUSIVES**



### APPLICATION FORM



## **ELAN LIMITED**

**Corporate Office:** 

15th Floor, Two Horizon Center, DLF Phase 5, Sector-43, Golf Course Road, Gurugram 122002, 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 PARADISE", situated in Revenue Estate of Village Adampur, Sub-Tehsil Wazirabad, Sector-50, Gurugram, Haryana (hereinafter referred as the "Project"), proposed to be constructed by you.

I / We agree to sign and re	gister the Builder Buyer	Agreement ("BBA") in	n relation to the Com	nmercial Unit on payment
of 10% of Total Sale Consid	leration and understand	l and agree to abide b	y the terms and con	ditions of the Application
Form for provisional allotme		•		
(Rupees)				•
RTGS No.	dated	d/	drawn on	
Bank in favor of "Elan Lir				•
Commercial Unit in the Pro	-	_	e to pay further inst	allments as stipulated or
demanded by the Company	as per the Payment Plan	opted by me/us.		
I / We understand that the notwithstanding that the Coundertake that upon issuant shall be bound to purchase standard format, unconditional become effective. I / We he those relating to payment of other Non-refundable charges BBA and that I / we am / are standard to the counter that I / we am / are standard that I / we am / are standa	empany may issue its recompany may issue its recomplete of allotment letter by the the same and to exect conally and without qualicereby consent and agree of the Total Sale Considerages as provided herein a	eeipts in acknowledgm the Company provision ute the necessary doo fication, that the prov ee to abide by the terr eration and other charg and execution of nece	ent of the Booking A nally allotting Comme cuments, including t isional allotment of t ms and condition of ges, forfeiture of the ssary documents inc	mount. I / We confirm and ercial Unit to me / us, I / We he BBA in the Company's the Commercial Unit shall this application including Earnest Money as well as
Date:				
Place				
Signature(s):		Out And P		2 and A and the south
1st	Applicant	2nd Applicant		3rd Applicant



# **APPLICANT (SOLE/FIRST)**

Mr./Ms/Mrs			
S/o/D/o/W/o/Mr/Mrs			Photograph
Date of Birth (in case of minor)			Here
Nationality			
PAN*			
Aadhaar No*			
Correspondence Address			
City			
State			
Pin Code			
Permanent Address			
City			
State			
Pin Code			
Ph. No			
Mobile No*			
Email*			
Occupation			
Business Self E	mployed Professional		
Service Home	maker Government Employee	e 🗌	
Any Other (Please Specify)			
(*Mandatory Fields)			
Signature(s):			

2nd Applicant

3rd Applicant

1st Applicant



# **APPLICANT (SECOND)**

Mr./Ms/Mrs			
S/o/D/o/W/o/Mr/Mrs			 Photograph
Date of Birth (in case of minor)			 Here
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 Hom	nemaker	Government Employee	
Any Other (Please Specify)			
(*Mandatory Fields)			
Signature(s):		<u> </u>	 
1st App	olicant	2nd Applicant	3rd Applicant



# **APPLICANT (THIRD)**

Mr./Ms/Mrs			
S/o/D/o/W/o/Mr/Mrs			Photograph
Date of Birth (in case of minor)			Here
Nationality			
PAN*			
Aadhaar No*			
Correspondence Address			
City			
State			
Pin Code			
Permanent Address			
City			
State			
Pin Code			
Ph. No			
Mobile No*			
Email*			
Occupation			
Business Self E	mployed Professional		
Service Home	maker Government Employee	e 🗌	
Any Other (Please Specify)			
(*Mandatory Fields)			
Signature(s):			

2nd Applicant

3rd Applicant

1st Applicant



## A PARTNERSHIP FIRM

	ARTNERSHIP FIRM:		
	a partners	•	
	tnership Deed enclosed) having its place of		-
	partner Shri/Smt norized by letter of authority dated		
	oy enclosed). Mobile No.*		
		, Littuii	
(*Ma	indatory Fields)	Or	
۸	OMPANY:	Or	
	UMPANT:	a Company registered Under "T	The Companies Act 1956 or The
	npanies Act, 2013" having its registered offic		•
	porate office at		
	ough its duly authorized signatory Shri/Smt		
(Aad	dhaar No	) authorized by a resolution p	passed by the Board of Directors
(A c	copy of Board Resolution, Memorandum an	nd Articles of Association as well as Ce	ertificate of Incorporation of the
con	npany enclosed) PAN	(copy enclosed). Mobile No.*	
Ema	ail*		
(*Ma	andatory Fields)		
1.	Details of Commercial Unit		
Unit	No:	Floor	
Carı	pet Area:	sq.ft. (Super Area	sq. ft.)
Bloc	ck/Tower:	Parking No. (s):	
2.	Total Sales Consideration Rs.		
	Total Sales Consideration Includes:-		
a)	Basic Sale Price (BSP)		
b)	Preferential Location Charges (PLC)		
c)	External/ State Infrastructural Developme	ent Charges (EDC/SIDC) (at prevailing rat	te)
d)	Exclusive right to usage of Car Parking sp	pace.	
	In addition to the above the Applicant(s) s Rs/-per sq. ft. of Carpet Area mentioned in this Application/ BBA.		
Sigr	nature(s): 1st Applicant	2nd Applicant	3rd Applicant



3.	Payment Plan					
	Construction linked		Special Payment		Down Payment	
	Possession linked		Others, Please Specify	(Annexure en	ıclosed)	
NOTE	ES:					
I.	at Gurugram. The de	etails of RTGS	de in favour of <b>"M/s Elan</b> are as follows: - Name 00572, HDFC Bank Ltd.,	: - "Elan Limited	Paradise Collection	Escrow A/c"
II.	purpose of external present rate fixed by	services which the Haryana G	es(EDC) and State Infra are to be provided by overnment and in case of licant as and when dem	the Haryana Govt of any increase in t	t. have been charg these charges in fu	ed as per the
III.	Drafts/Cheques/RTGS date of payment.	S are subject to	realization. The date of $\epsilon$	encashment of insti	rument shall be dee	emed to be the
IV.	and/ or retrospective	e), maintenance	deration, IFMS, other sta e or any other charges p minated maintenance ag	payable shall be pa	-	
V.	Stamp Duty, BBA Reg	_	es and related legal fee	s and administrativ	ve expenses shall a	additionally be
VI.		Exchange Mar	non-resident / foreign / r nagement Act 1999 and/ nk of India.	·	_	
VII. VIII.	To avoid penal consecutive Unit exceeds Rs.50 la	quences under akhs, Provisiona	oplicable shall be charged the Income Tax Act 1961 al Allottee is required to	, where Total Sale (	sions of section 19	4 IA (effective
	installment /payment which the deduction is	and depositing s made. For con	oplicable TDS (as notified the same into governme venience, please find bel nt) at the time of making t	nt treasury within 3 ow the information	30 days of the end o	of the month in
Signa	ature(s):					

2nd Applicant

3rd Applicant

1st Applicant



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 LIMITED
3	Complete Address of Transferor / Payee / Seller	L-1/1100, First Floor , Street No.25, Sangam Vihar, South Delhi , New Delhi-110062, India.

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

- IX. In case of delay in making the payment the Company shall charge interest from the due date of installment. The Company shall also be entitled to charge interest as applicable as per rates prescribed under the Haryana Real Estate (Regulations & Development) Rules, 2017 from the due date of the delayed installment, as per the Schedule of Payments, till realization of payment. The Company shall have the right to first adjust interest (if any) and then treat the balance amount as installment money.
- X. 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 pr he fo

is found incorrect or false at any stage, t	he Company shall be within its rights to reject th	is application and/or cancel the
provisional allotment, if done and/or te	rminate the Agreement, if executed without ar	y liabilities and penalties. I/We
hereby further confirm that I/We have re	ead and understood the terms and conditions as	appended with this Application
form and accept and undertake to uncor	nditionally abide by the same.	
Date:	-	
Place:	-	
Signature(s):		
1st Applicant	2nd Applicant	3rd Applicant
	page 7 of 18	

## **TERMS & CONDITIONS OF THIS APPLICATION**



#### (INDICATIVE TERMS OF THE AGREEMENT TO BE EXECUTED)

This booking is subject to terms and conditions given hereunder which shall be binding on the Applicant until the execution of the BBA in respect of the Commercial Unit. These are tentative and indicative key terms and conditions of the BBA to be executed between the Applicant and the 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 PARADISE", Sector-50, 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 thereof. The Applicant is aware that license bearing no.32 of 2020 dated 31/10/2020 and License No.29 Dtd.18/06/2021 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 the same.
- 5. That Total Sale Consideration for the Commercial Unit is inclusive of Basic Sale Price (BSP), External Development Charges (EDC) (at prevailing rates), PLC and State Infrastructural Development Charges (SIDC) (at prevailing rates). Further, incase there is any increase or enhancement in the EDC/SIDC charges, the same shall be payable by the Applicant on pro rata basis along with other applicants as may be determined by the Company at its discretion. That the applicant agrees that he/she shall pay the following in addition to the Total Sale Consideration:-
  - 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) Stamp duty, Registration Free, Electricity Connection Charges, External Electrification Charges (EEC), Fire Fighting Charges (FFC), Maintenance Charges and Documentation Charges.
  - iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
  - iv) 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.

Signature(s):	<u> </u>	
1st Applicant	2nd Applicant	3rd Applicant



- 6. The Applicant is also aware that the Total Sale Consideration and other dues/charges are payable on the Carpet Area.

  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.
- 7. The Applicant agrees that Earnest Money shall mean the amount as defined by Haryana Real Estate Regulatory Authority (HARERA) from time to time to ensure fulfilment, by the Applicant, of the terms and conditions of application and the BBA. That the Applicant hereby authorizes the Company to forfeit the Non-refundable charges which include Earnest Money, GST demanded and interest component on delayed payment, 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 (upon application of occupation certificate) 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 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 Carpet Area mentioned is tentative and subject to change, and may be modified or revised or changed from time to time during the course of its completion and grant of Occupation Certificate. It is only upon receipt of Occupation Certificate, the final Carpet Area shall be calculated and communicated, which shall be final and binding.
- 10. The 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 beapart of the Common Areas

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



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. It is clearly understood by the Applicant that in the event the Company is to refund to the Applicant, the amount received by the Company from the Applicant, the same shall be from the surplus available in the Escrow Account specifically opened for the project Surplus available in the Escrow Account shall mean and imply cash flow available in the Escrow Account after providing for all liabilities of the Project/Complex.
- 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 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. 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.
- 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 only till the date of Offer of Possession.
  - (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. It is further hereby expressly agreed by the Applicant that the Company's right to lease out the Commercial Unit on Applicant's behalf shall lapse automatically on the date of issue of Offer of Possession if a binding LOI/Term Sheet/MOU/Lease Deed or any such agreement is not executed for the Commercial Unit till that time. However, the Applicant may request the Company for leasing out the Commercial Unit even after issue of Offer of Possession without the Company being under any obligation to accept such request.

6: (-)			
Signature(s):			
	1st Applicant	2nd Applicant	3rd 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 Carpet Area of the Commercial Unit, in the event there is any change in the Commercial Unit's location, its Carpet Area or related PLC, then the resultant variation in applicable Total Sale Consideration agreed herein, as the case may be, shall either be payable or refundable without any interest thereon.
- 17. If there is reduction in the carpet area which is not more than (5%) five percent of the Carpet Area of the Commercial Unit then the Company shall refund the excess money paid by Applicant within 90 days. If there is any increase in the Carpet Area, which is not more than (5%) five percent of the Carpet Area of the Commercial Unit, allotted to the Allottee, the company may demand that from the Applicant as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this application. However, in the event the increase or decrease in the area is more than 5%, the Company shall have the right to offer alternate Commercial Unit of similar (if not same) size and location.
- 18. The Applicant understands and acknowledges that on account of any change in the layout or building plans or for any other reason, the Commercial Unit allotted to the Applicant may get omitted from the Project. In such an event, the Applicant shall be offered an alternate Commercial Unit within the Project. There shall be no other claim whatsoever of any nature, whether monetary or otherwise against the Company and / or the associate company and / or any claim or demand shall otherwise be raised by the Applicant.
- 19. The Applicant may apply for a loan, if required, to any bank/financial institution of his choice. The Applicant understands that it shall not be the responsibility or liability of the 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.
- 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 other 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 to the same or raise any 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.

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



- 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 (upon application of occupation certificate), 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, maintenance charges as well as other 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, 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 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 and/or Maintenance Agency.
- 25. As and when demanded by the Company, the Applicant shall pay 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.
- 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/BBA and forfeit the Non-refundable charges. The GST or any other statutory levy paid by the Applicant shall not be refunded. The Company shall also be entitled to charge interest as applicable as per rates prescribed under the Haryana Real Estate (Regulations & Development) Rules, 2017 from the due date of the delayed installment, as per the

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



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, 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 along with 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 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.

Signature(s):			
	1st Applicant	2nd Applicant	3rd 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 administrative fee/transfer charges, as may be decided by the Company from time to time together with applicable tax/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 Non-refundable charges and refund the balance, if any, to the Applicant and the Applicant shall have no right, claim or interest of whatsoever nature or kind in the Project. The GST or any other statutory levy paid by the Applicant shall not be refunded.
- 33. That the Applicant accepts and acknowledges that execution of the Conveyance Deed shall only be done after execution of Maintenance Agreement and all the payments due to the 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 existing levies including increases in EDC and SIDC, where applicable.
- 34. That the Applicant shall be bound to make timely and regular payment of maintenance charges to the 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 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 Non-refundable charges and thereafter refund the balance amount, if any, 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 letter, singular includes plural and masculine includes the feminine gender.

Signature(s):	1st Applicant	2nd Applicant	3rd Applicant
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- 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 Gurugram alone.
- 38. That the Applicant agrees that sale of the Commercial Unit is subject to force majeure which interiliac 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 but not limited to 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
- 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 and/or inclusion of adjacent licensed area/other land, availability of Transferable Development Rights (TDR) as per rules in voque, 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 further understands that the facilitating such additional construction there may be a change in layout of the Project and/or the Commercial Complex to which the Applicant shall have no objection. The 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. The Applicant has 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. The buyer have No Objection with regard to the resultant increase in the area,

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



units, height, number of floors, ground coverage, green areas, parking areas, etc. and any other changes as required as per the said revision of layout/building plans in the said Project as well as if any additional Tower is constructed on this Project/Complex Building, due to the same. In addition to the above, the buyer also has no objection with regard to revision of Layout/Building Plans of the said Project with/without increase in FAR (Floor Area Ratio).

- 41. 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.
- 42. The Applicant shall be bound to make payment of outstanding amount, and shall deemed to have fully read and understood the above-mentioned terms and conditions and agrees to abide by the same. 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 upon me/us 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.

o.g.,	1st Applicant	2nd Applica	ınt	3rd Applicant
Signature(s):				
Place:				
Date:				



### **PAYMENT PLAN OPTED**

CONSTRUCTION LINKED PAYMENT PLAN (CLP)		
On Application of Booking	9% of TSC (Total Sale Consideration)	
Within 45 Days of Allotment	11% of TSC	
On Start of Excavation	10% of TSC	
On Casting of Foundations	10% of TSC	
On Casting of Upper Basement Floor Slab	10% of TSC	
On Casting of Ground Floor Slab	10% of TSC	
On Casting of 2nd Floor Slab	10% of TSC	
On Casting of Top Floor Slab	10% of TSC	
On Completion of Brickwork for the unit	7.5% of TSC	
On Commencement of Façade work	7.5% of TSC	
On Offer of Possession*	5% of TSC+IFMS+Others	

<sup>\*</sup>Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra.

<sup>\*</sup>GST and other taxes shall be payable extra as applicable. Terms & Condition are subject to change.

POSSESSION LINKED PAYMENT PLAN (PLP)	
On Application of Booking	9% of TSC
Within 45 Days of Allotment	16% of TSC
On offer of Possession*	75% of TSC+IFMS+Others

<sup>\*</sup>Stamp duty, Registration charges, Administrative charges, Legal charges, other 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 PL	AN (SPP) - OPTION 1	/ DOWN PAYMENT PLAN (DP) - OPTION 1	
On Application of Booking		9% of TSC	
Within 45 Days of Allotment		26% of TSC	

35% of TSC On Completion of super structure/terrace slab On Offer of Possession\* 30% of TSC+IFMS+Others

SPECIAL PAYMENT PLAN (SPP) - OPTION 2	/ DOWN PAYMENT PLAN (DP) - OPTION 2
On Application of Booking	9% of TSC
Within 45 Days of Allotment	41% of TSC
On Offer of Possession*	50% of TSC+IFMS+Others

<sup>\*</sup>Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra.

<sup>\*</sup>GST and other taxes shall be payable extra as applicable. Terms & Condition are subject to change.

SPECIAL PAYMENT PLAN (SPP) - OPTION 3	/ DOWN PAYMENT PLAN (DP) - OPTION 3	
On Application of Booking	9% of TSC	
Within 45 Days of Allotment	86% of TSC	
On Offer of Possession*	05% of TSC+IFMS+Others	

<sup>\*</sup>Stamp duty, Registration charges, Administrative charges, Legal charges, other charges as applicable will be charged extra.

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

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

<sup>\*</sup>GST and other taxes shall be payable extra as applicable. Terms & Condition are subject to change.

<sup>\*</sup>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.

## FOR OFFICE USE ONLY

Booking through:	
RERA Registration No. of Channel Partner (if any):	
Address:	
Pin Code:	
PAN (Copy Enclosed):	
Phone:	
Mobile:	
Email:	
	for <b>Elan Limited</b>
	Authorised Signatory
Date:	
Witness	

То	
Elan Limited 15th Floor, Two Horizon Center, DLF Phase 5, Sector-43, Golf Course Road, Gurugram 122002, Haryana, India	
Subject:	Unconditional Consent for Lease of my Commercial Unit in Project named "ELAN PARADISE" situated in Revenue Estate of Adampur, Sub-Tehsil Wazirabad, Sector-50, Gurugram, Haryana.
Dear Sir/Madam,	
I/we am/are allottee(s) of Unit No admeasuring approxSq. Ft. onfloor in the above mentioned Project being developed by the Company.	
c m is th	we am/are aware that to attract maximum foot fall and for the success of the aforesaid project it is extremely rucial that appropriate, well thought of and commercially viable mix of retailers and commodities is naintained in the Project. The same can only be done if the first/exclusive right to lease all spaces in the project retained by the Company. Accordingly, I/we hereby unconditionally and irrevocably agree and confirm that the Company would have the exclusive and absolute right to lease out the said Commercial Unit on my/our ehalf.
ir m fo c c h	he Company shall have the absolute right to settle all terms of letter of intent/agreement or deed of lease including but not confined to quantum of rent/revenue share, advance rent (if any), security deposit, maintenance charges, fit out cost, period of lease, duration of fit out period and lock-in period, consequences or violation of terms of lease, payment of GST, property tax, incurring/sharing cost of registration, brokerage osts etc. The Company shall be entitled to negotiate and finalize lease arrangement in respect of large areas by lubbing the commercial unit booked for purchase by me/us with other commercial areas in the project. I/we ereby shall unconditionally accept the terms and conditions of LOI/Lease arrangement/Rent/Revenue Share which may be finalized by the Company on my/our behalf.
q tr L	we agree that the Company, on best efforts basis, will strive for most beneficial lease terms. I/we admit that uantum of rent shall not be the only consideration for identification and finalization of prospective tenant by ne Company. The exercise of discretion in this regard by the Company shall not be questioned by me/us. The etter of Intent (LOI) Term Sheet/MOU/lease agreement/lease deed would be forthwith executed/registered by ne/us or the Company at the behest and instance of the Company.
a U u c	hat in case the term(s) of Letter of Intent (LOI) Term Sheet/MOU/lease agreement/lease deed is/are not cceptable to me/us, the Company shall have the right to change location of my/our above said Commercial Init to another commercial unit preferably on the same floor of the building on best effort basis only. I/we shall not not not only accept the revised allotment with its resultant commercial implications including but not only only in area, location etc. I/we undertake to execute/register the letter of intent/MOU/lease greement/lease deed finalized by the Company with the prospective tenant.
ir o	we have authorised the Company to finalize all aspects of lease including but not confined to letter of ntent/MOU/lease agreement/lease deed with the prospective lessee without any legal/financial obligation or therwise on the Company. I/we shall not be entitled to assert any claim of any nature against the Company in ase no prospective tenant for the property booked for purchase by me/us is located by the Company.
Thanking you,	
Signature	
Name of the Allottee/s	

Date \_\_\_\_\_



### **ELAN LIMITED**

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