



ELAN  
**PARADISE**<sup>TM</sup>  
Exclusive for Exclusives

**EXCLUSIVE FOR EXCLUSIVES**





## APPLICANT (SOLE/FIRST)

Mr./Ms/Mrs .....  
.....

S/o/D/o/W/o/Mr/Mrs .....  
.....

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

Nationality .....  
.....

PAN\* .....  
.....

Aadhaar No\* .....  
.....

**Correspondence Address** .....  
.....

City .....  
.....

State .....  
.....

Pin Code .....  
.....

**Permanent Address** .....  
.....

City .....  
.....

State .....  
.....

Pin Code .....  
.....

Ph. No .....  
.....

Mobile No\* .....  
.....

Email\* .....  
.....

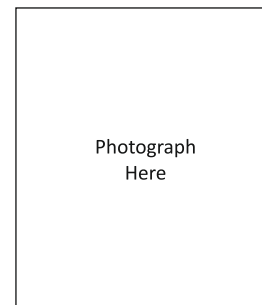
**Occupation**

Business  Self Employed  Professional

Service  Homemaker  Government Employee

Any Other (Please Specify) .....  
.....

(\*Mandatory Fields)



Signature(s): .....  
.....

1st Applicant

2nd Applicant

3rd Applicant

## APPLICANT (SECOND)

Mr./Ms/Mrs -----

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

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

Nationality -----

PAN\* -----

Aadhaar No\* -----

**Correspondence Address** -----

-----

City -----

State -----

Pin Code -----

**Permanent Address** -----

-----

City -----

State -----

Pin Code -----

Ph. No -----

Mobile No\* -----

Email\* -----

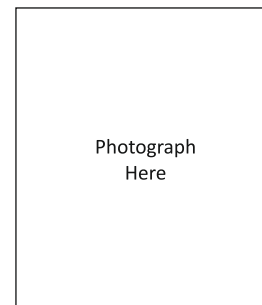
### Occupation

Business  Self Employed  Professional

Service  Homemaker  Government Employee

Any Other (Please Specify) -----

(\*Mandatory Fields)



Signature(s): -----

1st Applicant

2nd Applicant

3rd Applicant

## APPLICANT (THIRD)

Mr./Ms/Mrs .....  
.....

S/o/D/o/W/o/Mr/Mrs .....  
.....

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

Nationality .....  
.....

PAN\* .....  
.....

Aadhaar No\* .....  
.....

**Correspondence Address** .....  
.....

City .....  
.....

State .....  
.....

Pin Code .....  
.....

**Permanent Address** .....  
.....

City .....  
.....

State .....  
.....

Pin Code .....  
.....

Ph. No .....  
.....

Mobile No\* .....  
.....

Email\* .....  
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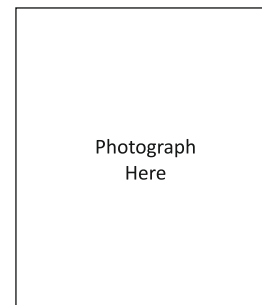
**Occupation**

Business  Self Employed  Professional

Service  Homemaker  Government Employee

Any Other (Please Specify) .....  
.....

(\*Mandatory Fields)



Signature(s): .....  
.....

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 be a part of the Common Areas

**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.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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



## FOR OFFICE USE ONLY

Booking through: .....

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

Address: .....

.....

Pin Code: .....

PAN (Copy Enclosed): .....

Phone: .....

Mobile: .....

Email: .....

for **Elan Limited**

Authorised Signatory

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date .....

To

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 approx.....Sq. Ft. on ..... floor in the above mentioned Project being developed by the Company.

- a) I/we am/are aware that to attract maximum foot fall and for the success of the aforesaid project it is extremely crucial that appropriate, well thought of and commercially viable mix of retailers and commodities is maintained in the Project. The same can only be done if the first/exclusive right to lease all spaces in the project is retained by the 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 behalf.
- b) The 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 for violation of terms of lease, payment of GST, property tax, incurring/sharing cost of registration, brokerage costs etc. The Company shall be entitled to negotiate and finalize lease arrangement in respect of large areas by clubbing the commercial unit booked for purchase by me/us with other commercial areas in the project. I/we hereby shall unconditionally accept the terms and conditions of LOI/Lease arrangement/Rent/Revenue Share which may be finalized by the Company on my/our behalf.
- c) I/we agree that the Company, on best efforts basis, will strive for most beneficial lease terms. I/we admit that quantum of rent shall not be the only consideration for identification and finalization of prospective tenant by the Company. The exercise of discretion in this regard by the Company shall not be questioned by me/us. The Letter of Intent (LOI) Term Sheet/MOU/lease agreement/lease deed would be forthwith executed/registered by me/us or the Company at the behest and instance of the Company.
- d) That in case the term(s) of Letter of Intent (LOI) Term Sheet/MOU/lease agreement/lease deed is/are not acceptable to me/us, the Company shall have the right to change location of my/our above said Commercial Unit to another commercial unit preferably on the same floor of the building on best effort basis only. I/we shall unconditionally accept the revised allotment with its resultant commercial implications including but not confined to variation in area, location etc. I/we undertake to execute/register the letter of intent/MOU/lease agreement/lease deed finalized by the Company with the prospective tenant.
- e) I/we have authorised the Company to finalize all aspects of lease including but not confined to letter of intent/MOU/lease agreement/lease deed with the prospective lessee without any legal/financial obligation or otherwise on the Company. I/we shall not be entitled to assert any claim of any nature against the Company in case 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 \_\_\_\_\_



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## ELAN LIMITED

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DLF Phase V, Sector-43  
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Gurugram, Haryana  
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W [www.elanlimited.com](http://www.elanlimited.com)