





ELAN AVENUE LIMITED
(Formerly known as Airmid Developers Limited)

Registered office: 15th Floor, Two Horizon Center, DLF Phase V, Sector-43, Golf Course Road, Gurugram, Haryana

Tel 0124-4101100 Email info@elanlimited.com



APPLICATION FORM



APPLICATION FOR ALLOTMENT OF A RESIDENTIAL APARTMENT/ UNIT



Application Form for the Provisional Allotment of a Residential Apartment/ Unit in "Elan The Presidential" Phase-1 (12.767 acres/ 5.167 hectare) (part of total licensed land presently measuring 24.10 acres/9.753 hectares, approved vide License no. 80 dated 17.08.2012 by Department of Town and Country Planning, Haryana at Chandigarh or such additional land as may be amalgamated subsequently has hereinafter been referred to as 'Complete Project/Complex') of a Residential Group Housing Colony being developed/implemented by Elan Avenue Limited (formerly known as Airmid Developers Limited) situated in revenue estate of Pawala Khusrupur, Sub Tehsil Kadipur, District Gurugram and comprised in Sector-106, Gurugram Manesar Urban Complex (hereinafter referred to as 'Present Project'), for which the Building Plans stand approved vide Memo no. ZP-1629/PA (DK)/2022/32388 dated 26.10.2022, and the said phase being duly registered with Haryana Real Estate Regulatory Authority, Gurugram vide Registration no. RC/REP/HARERA/GGM/626/358/2022/101 dated 21.11.2022.

ELAN AVENUE LIMITED

15TH FLOOR TWO HORIZON CENTRE,
DLF PHASE 5, GOLF COURSE ROAD, SECTOR-43,
GURUGRAM-122002, HARYANA
CIN NO. **U45400HR2007PLC104996**

GST NO. 06AAGCA5601G1Z3

PAN NO. AAGCA5601G

To
Elan Avenue Limited ("Company")
(Formerly known as Airmid Developers Limited)
15th Floor Two Horizon Centre,
DLF Phase 5, Golf Course Road, Sector-43,
Gurugram-122002, Haryana



Dear Sir,

I/ We am/ are applying for the provisional allotment of a Residential Apartment with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana / the project proposed to be undertaken, which have also been verified by me/us.

After my / our independent confirmation, investigation, enquiries, verifications, and physical inspection of records/permissions, including ownership records, pertaining to the total licensed land of which the Present Project is a part, I/ We ("Applicant") hereby request the Company for the provisional allotment of a Residential Apartment (hereinafter referred to as the "Apartment/Unit") in Phase-1 of the Residential Group Housing Colony to be developed over land measuring 12.767 acres / 5.167 hectare) ('Present Project') forming part of total licensed land. The Present Project shall be promoted, developed and marketed by the Company under the name and style of "Elan The Presidential". The Company specifically reserves its right to name the remaining phases of the Complete Project/Complex as it deems fit. The Company at its absolute discretion, may adopt the same name for one or more remaining towers / phases of the Complete Project/Complex.

My/ Our decision to apply for provisional allotment of the Unit is not influenced by any illustrative architect's plans, oral or verbal communication with any of the Company's employee, Real Estate Agent, advertisement, sales plan, brochures, warranties or estimates of any nature, whatsoever made by or on behalf of the Company.

That the Present Project comprises of 8 No's of High Rise Towers namely Tower Numbers 1, 2, 3, 4, 5, 6, 14 & 15, including basements, 1 No. EWS Block and 14 No's. Convenience Shops. These Towers/ Convenience Shops may have different marketing names as may be deemed appropriate by the Company at its absolute discretion and the same shall be communicated at later stage. The present project is registered under the provisions of The Real Estate (Regulatory and Development) Act, 2016 vide Registration No. RC/REP/HARERA/GGM/626/358/2022/101 of 2022 dated 21.11.2022 in the name of the Company.

I/We have made elaborate enquiries with regard to all aspects of the Complete Project/Complex especially the Present Project independently also and I/We are completely satisfied about the same.

My/Our particulars are stated in 'Schedule-I'. That I/We am/ are major and also capable of contracting in my/our names.

That the area details of the Unit are as explained in 'Schedule-II'. The tentative specifications are as explained in 'Schedule-III'.

I/ We are aware that additional FAR under the Transit Oriented Development Policy-2016 and Transfer of Development Rights Policy-2022 can be got sanctioned by the Company from statutory/competent authorities in respect of land underneath the Present Project as well as the remaining/balance land forming part of the Complete Project/Complex and/or remaining portion of the total licensed land may be migrated to Mixed Land Use Colony. I/We have got absolutely no objection to sanction, construction, development of the same and its promotion and sale by the Company.

		•	•	ng Amount for the Apartmen ation would be considered for
provisional allotme stipulated or dema	3	•	•	pay further installments as
•				
Signature(s):				



I/ We agree that this provisional allotment of the Unit shall be subject to my / our application being complete in all respects and the initial booking amount deposited with this application being credited in the Company accounts. I/ We also agree that the provisional allotment of the Unit shall be at the absolute discretion of the Company and in case of rejection of my application, I / We undertake not to claim any compensation or interest from the Company except the refund of my/ our initial booking amount. I/ We acknowledge that I / We have received a sample format of the allotment letter for our reference.

I/ We understand that execution of this Application Form does not constitute an Agreement and does not grant any right to me/ us in the Unit unless an Agreement for Sale / Builder Buyer Agreement has been executed by me/ us and the Company is in receipt of ten percent (10%) of the Total Consideration Value (as defined hereinafter) of the Unit or such other lesser amount as may be decided by the Company.

I/ We confirm that upon the provisional allotment of the Unit by the Company to me/ us, I / We undertake to execute and register the Agreement for Sale/ Builder Buyer Agreement and other documents in a timely manner and also in accordance with the provisions of the Applicable Law being in force at the relevant time, at my / our expenses / cost and agree to abide by the terms and conditions of the Application Form for provisional allotment as mentioned herein.

I/ We agree that timely payment of the installments of the Total Consideration Value and Other Charges (as mentioned in 'Schedule IV' hereinafter), as per the Payment Plan (as mentioned in 'Schedule IV' hereinafter) is the essence of the allotment. I/ We declare and confirm that I/ We have understood the Payment Plan and the binding effect of the terms and conditions and the implications of non-compliance thereof.

I/ We are fully aware of the cost of the Unit, and also the applicability of the Goods & Services Tax ('GST') at the rate as applicable from time to time, on the cost of the Unit.

The Company, subject to force majeure and other circumstances (as defined under the terms and conditions of this Application), proposes to complete the Present Project by 30.10.2027 and offer possession of the Unit on or before 30.12.2027. However, the period of completion of the Present Project for the reasons attributing beyond the control of the Company may be extended with the approval of the competent authorities / HARERA and I/We shall have no objection to the same. I / We confirm that I / We are specifically aware and conscious of the fact that the Present Project is only a part of the Complete Project/Complex and therefore certain essential infrastructure facilities such as water supply, electricity substation, sewerage treatment plant, Club, sewage disposal, circulation roads, storm water drainage, external electrification, horticulture and street lights etc., may be provided in common by the Company at its absolute discretion for the Complete Project/Complex. I/We have no objection to the use/utilization of the aforesaid amenities/facilities by the Company for the remaining phases of the balance Complete Project/Complex the development of which is to be undertaken by the Company at subsequent point of time.

The documents as mentioned in 'Schedule-V' are enclosed herewith this Application. I / We understand that the terms and conditions mentioned in 'Schedule-VI' are indicative in nature and have been duly explained to me/ us and further I/We understand that the same are subject to change at the discretion of the Company.

The communications sent by the Company on the E-mail address provided by the First Applicant shall be deemed to have been duly served upon me/ us. In case of change, I/We undertake to keep the same duly updated in records of the Company.

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



In case I/we seek refund prior to Allotment, the Company shall be entitled to deduct 10% of the Total Consideration Value (as defined herein below) as administrative charges and refund the balance to me/us without any interest or compensation. I/We hereby understand that in case of any delay on my/our part or my/our failure to execute and register the Agreement, the Company shall be entitled to cancel the allotment and forfeit amounts as detailed in terms and conditions herein after. It is understood that the amount may be refunded in name of first applicant only and shall discharge the Company of all its obligations in respect thereof.

DECLARATION

Signature(s):

1st Applicant

I/ We have fully read and understood the terms and conditions as set out in this Application Form and Schedules annexed thereto and I/We are proceeding to execute this Application Form voluntarily and consciously. I/ We undertake to abide by such terms and conditions including any amendment therein from time to time. I/ We further declare that the details/information provided in the Application Form are true and nothing has been concealed. In the event of any notice in the knowledge of the Company of details/ information provided by me/ us being false and untrue on my/ our part, the Company at its sole discretion may cancel the Allotment and initiate appropriate legal action at my/ our costs, risks and consequences.

Yours truly	
Name & Signature of the First Applica	
Name & Signature of the Second App	
Name & Signature of the Third Applic	
Date:	
Place:	

SCHEDULE I



APPLICANT (SOLE/FIRST)

Mr/Ms/Mrs			
S/o/D/o/W/o/Mr/Mrs			 Photograph
Date of Birth			 Photograph
Nationality			
PAN*			
Aadhaar No*			
Correspondence Address	ss		
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):			
1,	et Applicant	2nd Applicant	2rd Applicant

2nd Applicant

3rd Applicant



APPLICANT (SECOND)

Mr/Ms/Mrs				
S/o/D/o/W/o/Mr/Mrs				Photograph
Date of Birth				Filotograpii
Nationality				
PAN*				
Aadhaar No*				
Correspondence Address				
City				
State				
Pin Code				
Permanent Address				
City				
State				
Pin Code				
Ph. No				
Mobile No*				
Email*				
Occupation	_		_	
Business Self I	Employed	Professional		
Service Hom	emaker	Government Employee		
Any Other (Please Specify)				
(*Mandatory Fields)				
Signaturo(s).				
Signature(s):				



APPLICANT (THIRD)

Mr/Ms/ Mrs			
S/o/D/o/W/o/Mr/Mrs			 Photograph
Date of Birth			 riiotogiapii
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	Employed	Professional	
Service Home	emaker	Government Employee	
Any Other (Please Specify)			
*Mandatory Fields)			
Signature(s):1st Appl	licant	2nd Applicant	3rd Applicant



3rd Applicant

A PARTNERSHIP / LIMITED LIABILITY PARTNERSHIP

M/s	a Partnership Company co	onstituted under the Indian
Partnership Act 1932 (Copy of Partnership Deed*/ Certi	ficate enclosed*) having its p	principal place of business at
	PAN*	(Copy enclosed)
through its partner Shri / Smt	(Aadhaar No) authorized
by letter of authority dated(Copy end	losed)	
PAN*(Copy enclosed)		
Mobile. No.* Email*		
(*Mandatory Fields)		
Or		
A COMPANY		
M/s	CIN No] a Company registered
Under "The Companies Act 1956 or The Companies Act, 201	3" having its registered office a	t
and corporate office at		,through its
duly authorized signatory Shri / Smt	(Aadhaar No) authorized by a
resolution passed by the Board of Directors (*A copy of Bo	ard Resolution, Memorandum	and Articles of Association as
well as Certificate of Incorporation of the company enclosed	1)	
PAN*(Copy enclosed)		
Mobile. No.* Email*		
(*Mandatory Fields)		

SCHEDULE II



DETAILS OF THE APARTMENT / UNIT

Type:		Floor / Level:		
Carpet Area*	square me	eter (sq.ft.) (approx.) ("Carpe	et Area"
Area of exclusive Balcony/ Terrace		square meter. ft. () sq.ft. (approx.
Super Area	squa	re meter (sq.ft.) (approx.
(1sq. mtr. = 10.764 sq. ft.)				
Car Parking(s):				
Exclusive right to use of	() number of Car Parki	ng space/s in the Present Pro	ject
that will be allocated/earmarked by the Co	ompany as per	the parking plan devise	ed for the Present Project.	
Common Areas and facilities				
Right to use the declared common areas	and facilities	along with the other res	sidents in the Tower / Present	t Project
wherein the Apartment is located / Comp	lete Project /	Complex, and shall be m	nore specifically delineated in	Deed of
Declaration.				
*"Carpet Area" shall have the same mean	ning as provide	ed in the Real Estate (Re	gulation and Development) Ad	ct, 2016
Upon receipt of Occupation Certificate, the	•			
which shall be final and binding upon the A		rpet Area of the Unit shall	be used for the purpose of co	mputing
the Total Consideration Value for the Aparti	ment / Unit.			

2nd Applicant

Signature(s):

1st Applicant

SCHEDULE III



TENTATIVE SPECIFICATIONS OF THE APARTMENT

LIVING / DINING / FOYER / LOUNGE / PASSAGE

Floor Imported Marble / Engineered Stone or Equivalent

Wall Premium Grade Acrylic Emlusion on POP punning with Gypsum Plaster

Ceiling Premium Grade Acrylic Emulsion with Gypsum Plaster

MASTER BED ROOM

Floor Imported Marble / Engineered Stone or Equivalent

Wall Premium Grade Acrylic Emlusion on POP punning with Gypsum Plaster

Ceiling Premium Grade Acrylic Emulsion with Gypsum Plaster

OTHER BED ROOMS / MULTIPURPOSE ROOM

Floor **Engineered Wooden Flooring or Equivalent**

Wall Premium Grade Acrylic Emlusion on POP punning with Gypsum Plaster

Ceiling Premium Grade Acrylic Emulsion with Gypsum Plaster

MASTER TOILET

Floor Imported Marble / Engineered Stone or Equivalent

Wall Combination of Stone with Gypsum Plaster & Acrylic Emulsion

Ceiling Gypsum False ceiling with Acrylic Emulsion Paint

Fixtures/Fittings **Shower Partition**

Vanity with Marble / Granite countertop or Equivalent and Mirror

Geyser (A.O. Smith / Venus / Racold or Equivalent Make) Hair Dryer (Philips / Havells / Panasonic or Equivalent Make)

Sanitary ware TOTO / Duravit or Equivalent Make

CP Fittings Duravit / Kohler / Jaquar or Equivalent Make

Toilet Accessories Grohe / Kohler / or Equivalent Make

OTHER TOILETS

Floor Premium Vitrified Tiles or Equivalent

Wall Combination of Premium Vitrified Tiles with Gypsum Plaster & acrylic Emulsion

Ceiling Gypsum False Ceiling with Acrylic Emulsion Paint

Shower Partition Fixtures/Fittings

Vanity with Marble / Granite countertop or Equivalent and Mirror

Geyser (A.O. Smith / Venus / Racold or Equivalent Make)

Duravit / Kohler / Jaquar or Equivalent Make Sanitary ware **CP Fittings** Duravit / Kohler / Jaquar or Equivalent Make

Toilet Accessories Grohe / Kohler / or Equivalent Make



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PRESIDENTIAL*

KITCHEN

Floor Premium Vitrified Tiles or Equivalent

Wall Combination of Premium Vitrified Tiles/Lacquered Glass backsplash & Acrylic Emulsion

Ceiling Premium Grade Acrylic Emulsion with Gypsum Plaster Counters Granite / Engineered Stone Counter Top or Equivalent Premium Grade Modular Kitchen with Premium White goods Fixtures / Fittings

Refrigerator - Double Door - (Samsung / LG / IFB / Whirlpool / or Equivalent Make)

Oven (Samsung / LG / IFB / Whirlpool / or Equivalent Make) Microwave (Samsung / LG / IFB / Whirlpool / or Equivalent Make) Dishwasher (Samsung / LG / IFB / Whirlpool / or Equivalent Make) Washing Machine (Samsung / LG / IFB / Whirlpool / or Equivalent Make) HOB & Chimney (Samsung / LG / IFB / Whirlpool / or Equivalent Make) Instant Geyser (A.O. Smith / Venus / Racold or Equivalent Make)

RO (Kent / Eureka Forbes or Equivalent Make)

Sink - Double Bowl - (Franke / Jayna or Equivalent Make)

Faucet (Grohe / Kohler / American Standard or Equivalent Make)

BALCONIES

Flooring

Premium Vitrified Tiles or Equivalent

Fixtures Barbeque Grill in Living Balcony (Weber or Equivalent Make)

Marble Bar Counter in Living Balcony

UTILITY BALCONY

Floor Vitrified Tiles or Equivalent

Wall Gypsum Plaster with Acrylic Emulsion Gypsum Plaster with Acrylic Emulsion Ceiling

UTILITY ROOM

Floor Vitrified Tiles or Equivalent

Wall Gypsum Plaster with acrylic emulsion Ceilina Gypsum Plaster with acrylic emulsion

ACSplit AC in Servant Room

UTILITY TOILET

Floor Vitrified Tiles or Equivalent

Wall Combination of Vitrified Tiles with Gypsum Plaster & Acrylic Emulsion

Ceiling Gypsum False Ceiling with Acrylic Emulsion Paint

Roca / Hindware or Equivalent Make Sanitary ware &

CP Fittings

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

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DOORS

Main door Hard Wood Frame & Veneered Flush Door with High Gloss Polish

Hard Wood Frames & Laminated Flush Doors Internal doors

EXTERNAL GLAZING

Windows/Glazing Double Glazed Glass Unit - Energy efficient Glass, Tinted/ Reflected/ Clear Glass with

anodized Aluminium Frames

Seamless Modern Glass Railing / SS Balustrade Glass Railing **Balcony Railing**

AIR CONDITIONING

Ductable VRV/VRF Air conditioning (Daikin / Samsung / LG or Equivalent Make

Sanitized & Treated Fresh Air with CTFA Technology

GENERAL ITEMS

Switches (Havells / Northwest / Schneider OR Equivalent Make) Fixtures/Fittings

Ceiling Fans (Crompton / Havells / Orient / OR Equivalent Make)

SECURITY 5 Tier Security- Gate/ Perimeter/ Parking/ Lobby & Entrance Door

Video Door Phone on Main Door

Digital Lock on Main door

Secured Access for Lifts & Lift Lobbies

Access Controlled Reception Areas in each tower

CCTV Coverage for complete Development

Separate Lifts for Basement to GF Entrance Lobby connectivity

CCTV in Lifts

LIFT LOBBY

Floor Imported Marble / Engineered stone or Equivalent Wall

Combination of Marble / Veneer / Plaster Paint

BASEMENT

Floor **Epoxy Paint with VDF combination**

AUTOMATION

Provision for Lighting & Air Conditioning

Provision for Curtains & Video Door Phone through customised App.

100% POWER BACKUP, DG Capacity Shall Be on Suitable Load Factor & Diversity

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

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SCHEDULE IV



TOTAL CONSIDERATION VALUE

		ADDRESS FOR THE MOST INFLUENTI			
1. Tota	al Consideration Value ('TCV') or Total Sale Consideration: Rs				
	Is inclusive of:-				
	a) Basic Sale Price (BSP)				
	b) Preferential Location Charges (PLC), if any				
	c) External Development Charges (EDC) & Infrastructure Dev	elopment Charges (IDC)			
	d) Goods and Service Tax				
	e) Right to use ofcove	ered Car Parking spaces.			
	In addition to the above the Applicant(s) shall be liable to pay Ir				
	Rs. 275/- per sq. ft. of Carpet Area to the nominated Maintenance Age	ency.			
3.	Payment Plan				
	Construction Linked Plan (CLF	P)			
	On Application for Booking	10% of TCV			
	On Agreement or Within 45 Days from Booking (whichever is earlier)	7.5% of TCV			
	On Start of Excavation Work	7.5% of TCV			
	On Start of Ground Floor Slab	7.5% of TCV			
	On Start of 8th Floor Slab	7.5% of TCV			
	On Start of 16th Floor Slab	7.5% of TCV			
	On Start of 24th Floor Slab	7.5% of TCV			
	On Completion of Super Structure	5% of TCV			
	On Start of Finishing Work	15% of TCV			
	On Application of Occupancy Certificate	15% of TCV			
	On Offer of Possession after receipt of Occupancy Certificate	10% of TCV+ Other Charges			
	Possession Linked Plan (PLP))			
	On Application for Booking	10% of TCV			
	On Agreement or Within 45 Days from Booking (whichever is earlier)	25% of TCV			
	On Completion of Super Structure	35% of TCV			
	On Application of Occupancy Certificate	20% of TCV			
	On Offer of Possession after receipt of Occupancy Certificate	10% of TCV+ Other Charges			
	Down Payment Plan (DP)				
	On Application of Booking	10% of TCV			
	On Agreement or Within 45 Days from Booking (whichever is earlier)	80% of TCV			
	On Offer of Possession after receipt of Occupancy Certificate	10% of TCV + Other Charges			

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



OTHER CHARGES FOR THE APARTMENT (to be determined and demanded at the time of Offer of Possession):

In addition to the Total Consideration Value, the Applicant(s) shall be liable to pay the following:

- Power Back-Up Charges
- Labour Cess Charges.
- Amount of external electrification connection including cost of setting up of switching station/ ESS as per actual.
- Exclusive right to use car parking space (additional, if any)
- Club Membership Charges and Usage Charges.
- Advance maintenance charges payable to nominated Maintenance Agency and thereafter Monthly maintenance charges payable to nominated Maintenance Agency
- Water connection charges
- Sewerage Connection Charges & Storm Water Drainage Connection Charges
- Applicable Stamp Duty charges and Registration charges towards registration of Conveyance Deed.
- Applicable Stamp Duty charges and Registration charges towards registration of Agreement for Sale / Builder Buyer Agreement as and when the same is to be registered.
- Any revision in EDC, IDC, GST and other statutory charges as communicated by the Company from time to time.

Notes / Terms:

- All Payments are to be made by A/c payee Cheque / Banker's Cheque / Pay Order /Demand Draft payable at New Delhi/ Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favour of/ to the account of "Elan Avenue Limited The Presidential Master Collection A/c" with "HDFC Bank Limited, Vatika Atrium, A Block, Golf Course Road, Sector-53, Gurugram Branch" having IFSC Code HDFC0000572, Account No.99909717924796.
- The Application would be considered for provisional allotment subject to realization of the initial Booking Amount. The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
- The Company does not accept cash payment and the Applicant(s) are advised not to make any payment in cash
- The provisional allotment, if done, shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time. If the cheque submitted by the Applicant(s) alongwith the Application is dishonored, then this Application will be deemed to be cancelled and the Company will not be under any obligation to inform the Applicant(s) about the dishonor of the cheque or cancellation of the Application.
- Upon issuance of the provisional Allotment Letter, the Applicant(s) shall be liable to pay the Total Consideration
 Value and the Other Charges for the Apartment as specified herein in accordance with Schedule of Payment
 together with the applicable government taxes and levies, time being of all essence.
- The Total Consideration Value is inclusive of Basic Sale Price, right to use of covered car parking spaces, External Development Charges ("EDC") (at prevailing rate) and Infrastructure Development Charges ("IDC") (at prevailing rate), Preferential Location charges, Goods & Services Tax ("GST") and any other taxes/ fees/ charges/ levies in connection with the development/ construction of the Project (s) paid/ payable by the Company at prevailing rates at the time of booking, however the Total Consideration Value is exclusive of labourcess, registration

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



charges/expenses, maintenance charges, club charges, Club Membership Charges etc. which may be levied, in connection with the development/ construction of the Present Project / Complete Project / Complex payable by the Company up to the date of handing over the possession of the Unit after obtaining the necessary approvals from competent authority for the purposes of such possession. Further, any revision in EDC, IDC, statutory charges, taxes, GST, etc., shall be communicated by the Company and shall be payable by the Applicant(s) as applicable from time to time as per the applicable rates within the stipulated time period.

- The Total Consideration Value does not include Other Charges or any additional / new charge levied by the Competent Authorities till completion of the Present Project or Complete Project / Complex, as the case may be. The Applicant(s) has to pay such additional / new charges in proportion to the respective carpet area even after execution of the conveyance deed. The unpaid charges will be recovered in the manner as deemed fit by the Company.
- The Applicant(s) is fully aware of the cost of the Unit, and also the applicability of the GST at the rate as applicable
 from time to time, on the cost of the Unit. The Applicant(s) has applied for the booking and allotment of the Unit
 being fully aware of the cost of the Unit, and also of the new tax regime of Goods & Services Tax (in short 'GST')
 having come into existence with effect from 01.07.2017.
- The Applicant(s) shall, in relation to the Apartment (so allotted), make all payments to the Company from its own bank account. The Applicant(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Apartment (so allotted) shall be issued in favor of the Applicant(s) only. Payments from sources other than the Applicant(s) ("Third Party") is/are to be accompanied with requisite no-objection certificate(s) as per the approved format of the Company failing which the Company may in its sole discretion reject the same and return directly to said Third Party.
- The Agreement for Sale / Builder Buyer Agreement shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable Laws including the Haryana Apartment Ownership Act, 1983 (along with the rules and regulations as may be framed thereunder) and the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 (along with the rules and regulations as may be framed thereunder by the State of Haryana).
- 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 and other competent authorities.
- To avoid penal consequences under the Income Tax Act, 1961, where Total Consideration Value for the Apartment is. 50,00,000/- (Indian Rupees Fifty Lakhs only) or more, the Applicant(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013), by deducting Tax at Source (TDS) as per the applicable rate from each instalment/payment. Applicant(s) shall be required to submit TDS certificate and Challan showing proof of deposit of the same within 7 (seven) days from the date of tax so deposited to the Company so that the appropriate credit may be allowed to the account of the Applicant(s).

	Tayation	articulare	of M/s Elan	Λυοριιο	limita
•	Taxallon L	articulars	OI M/S Elali	Avenue	Limile

PAN No.: AAGCA5601G GST NO. 06AAGCA5601G1Z3

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

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RTGS Details for 'Elan The Presidential'

Bank Name: **HDFC Bank Limited** Account No.: **99909717924796**

IFSC Code: HDFC0000572

Account Name: Elan Avenue Limited The Presidential Master Collection A/c

Bank's Address: HDFC Bank Limited, Vatika Atrium, A Block, Golf Course Road, Sector-53, Gurugram

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

SCHEDULE V



DOCUMENTS TO BE SUBMITTED ALONGWITH THE APPLICATION FORM

- It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.
- Documents to be submitted:

Resident of India

- CopyofPANCard.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt.Id).
- Proof of Citizenship.
- Any other document / certificate as maybe required by the Company.

PartnershipFirm/LLP

- Copyof PANCardof the Partnership Firm.
- Copyof PartnershipDeed.
- OfficeAddressProof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to acton behalf of the Firm, shall be required.

Company

- Copy of PAN Card of the Company.
- Memorandum of Association (MOA) and Articles of Association (AOA) duly signed by the Company Secretary / Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

NRI/PIO

- Copy of Individual's Passport / PIO Card.
- Address Proof.
- Incase of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the Applicant.
- Incase of cheque the payments should be received from the NRE / NRO / FCNR account of the Applicant(s) and not from the account of any third party.

Note:

- 1. An Application not containing PAN details of the Applicant(s) and other required details is liable to be summarily rejected.
- 2. The Application should be signed by the Applicant(s),or by the Applicant's registered Power of Attorney holder. Similarly, in the case of a Company / LLP / Partnership / Society / Trust applying for an Apartment, the Application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution/ Authorization.

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

SCHEDULE VI



TERMS AND CONDITIONS

This Application is subject to terms and conditions given hereunder and shall be binding on the Applicant(s). These are indicative key terms and conditions of the provisional allotment and Agreement for Sale / Builder Buyer Agreement('Agreement') to be executed between the Applicant(s) and the Company. Detailed terms and conditions shall be set out in the Agreement. Post the allotment of an Apartment by the Company the Applicant(s) shall be referred to as the Allottee(s), accordingly wherever the context so requires the term 'Applicant(s)' shall be read as 'Applicant(s) / Allottee(s)'.

- 1. The Applicant(s) has / have applied for the provisional allotment of an Apartment with full knowledge and understanding of the provisions of Real Estate (Regulation and Development) Act, 2016 ("Act"), the Haryana Real Estate (Regulation and Development)Rules, 2017 ("Rules") and the Regulations made thereunder for the State of Haryana and other Applicable Laws for the State of Haryana in general and the Complete Project / Complex in particular. The Applicant(s) further agrees to comply with any rules, policies, regulations, and guidelines made with respect to the Apartment (details of which are provided in Schedule-II and specifications for which are being provided in Schedule-III) by the Company/the Maintenance Agency / the Competent Authority(ies) / registered Association of allottees of the Present Project / Complete Project, as the case may be. If this Application is accepted by the Company, the allotment of the Apartment in pursuance thereof shall be subject to the terms and conditions stated herein, the Allotment Letter and subject to further terms and conditions as maybe stipulated in the Agreement.
- 2. The total licensed land is owned by the Company and its associates and Present Project (Phase 1) is an integral part of the larger Complete Project/Complex being developed by the Company, in parts / phases with suitable infrastructure.
- 3. The development/implementation of Residential Group Housing Colony shall be undertaken by Elan Avenue Limited (formerly known as Airmid Developers Limited) in several phases on total licensed land presently measuring 24.10 acres/9.753 hectares, which is further proposed for expansion by adding additional land area and developing additional built-up area after obtaining prior permissions from the concerned Competent / Statutory Authorities in due course of time in future.
- 4. The details of the Unit applied for are mentioned in "Schedule-II" and the specifications are mentioned in "Schedule-III".
- 5. The Applicant(s) are making this Application subject to the categorical assurance that Applicant(s) have no objection to phase-wise development of the licensed land / Complete Project/Complex which includes the Present Project.
- 6. The Applicant(s) have got absolutely no objection to sanction, construction, development, promotion and sale of additional FAR by the Company in respect of land underneath the Present Project as well as the balance land underneath the remaining part of Complete Project/Complex which is presently not being developed by the Company. Applicant(s) specifically confirm that the Company at its absolute discretion shall be entitled to avail additional FAR or migrate balance area under Mixed Land Use Policy of the Government or revise the layout/zoning plans of the Complete Project/Complex or to get sanctioned and to construct, develop, promote and sell additional FAR in the manner stated above, at any stage including but not confined after handing over of the said Unit to me/us, without any objection of any nature being raised by me/us.
- 7. The Applicant(s) are aware that additional FAR can also be got sanctioned by the Company under any new policy(ies), amended/modified policies or by obtaining additional License(s) from statutory / competent authorities on the total licensed land presently measuring 24.10 acres/9.753 hectares situated in revenue estate of Pawala Khusrupur, Sub Tehsil Kadipur, District Gurugram and comprised in Sector-106, Gurugram Manesar

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



- Urban Complex and/or lands adjoining / situated in immediate vicinity (either owned by it or its associates or any third party).
- 8. The Applicant(s) understand that the land for the Present Project (12.767 acres / 5.167 hectares) forms part of the licensed land (24.10 acres / 9.753 hectares), which may be modified by way of addition/ deletion of land parcels in future including addition/deletion of land parcels for granting passage / entry / exit in the Towers constituting the Present Project and to the extent as may be acquired / required / desired pursuant / consequent to any directions / approvals by the Director, Town & Country Planning, Haryana {"DTCP"} and / or any other Government Authority(ies) / Competent Authority(ies) for the purpose of development of Complete Project / Complex and / or as may be permissible under the Act and the Rules and the Applicable Law and in the manner as provided thereunder.
- 9. The Applicant(s) has confirmed that the Applicant(s) shall not raise any objections or make any claims or default in any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental / construction activities or incidental / related activities due to phased development.
- 10. The Applicant(s) have verified and confirm that (i) the Company is in possession of requisite rights and powers for undertaking and carrying out the construction and development in a planned manner on the said licensed land, (ii) the Company has the complete authority and all appropriate and requisite rights and powers inter alia to undertake the marketing, sale of the Apartment, either directly or through its Real Estate Agent and (iii) the Company has the right and is fully authorized and empowered to receive applications for sale of Apartment, make and negotiate terms and conditions for such sale, receive the Total Consideration Value and other payments towards costs, charges and dues as stated in the Application / Schedule /Agreement, make allotments of Apartment, execute the Agreement, sign, execute and register further documentation for the conveyance and sale of Apartment and other incidental documents as may be necessary to give effect to the Agreement, and otherwise to do all such acts, deeds and things, as may be required or deemed necessary in order to give effect to the Agreement, and that Applicant(s) shall not raise any objection on any of these counts before any forum.
- 11. The Applicant(s) agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement for Sale and a separate maintenance agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Company and / or the nominated maintenance agency and/or registered Association of Allottees of Complete Project / Complex (Master Association) for the maintenance and upkeep of the Complete Project / Complex as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Apartment.
- 12. The Applicant(s) agree(s) to pay the Total Consideration Value of the Apartment alongwith Other Charges, as per the opted Payment Plan and / or as may otherwise be communicated by the Company from time to time mentioned in Schedule-IV ("Payment Plan") of this Application Form. The break-up and description of the Total Consideration Value and Other charges is described in Schedule-IV of this Application Form.
- 13. The Total Consideration Value shall be payable by the Applicant(s) directly to the Company as mentioned in the Payment Plan (Schedule-IV)as per the timeline agreed therein and without any delay or demur. The timely payment of the Total Consideration Value and Other Charges shall be of the essence. If the Applicant(s) delays in payment towards any amount which is payable, it shall be liable to pay interest as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 ("Act") and rules ("Rules") formed there under for the State of Haryana, and subsequent amendments to the said Act and Rules and the notifications / clarifications relating to the same

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

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issued by the relevant government authorities, on all amounts which are due & payable by the Applicant(s) under and in furtherance to this Application Form, if any. The said interest shall be current State Bank of India's Highest Marginal Cost of Lending Rate plus 2% (two percent) per annum or such other rate of interest higher/lower than 2% as may be prescribed from time to time under the Act and Rules made there under ("Interest").

- 14. The Company shall adjust any payment received from the Applicant(s) first towards statutory levies and then towards interest on overdue instalments, thereafter towards overdue instalments or any other outstanding demand and finally the balance, if any, towards the current payable instalment or current dues.
- 15. The Applicant(s) is fully aware that all payments made and all bookings made attract GST under the Central Goods and Services Tax Act, 2017. The Applicant(s) also confirms that he / she shall not claim any GST credit and / or claim any reduction in price of the Unit due to application of GST, as the Applicant(s) agree and have understood that all the relevant statutory benefit owing the introduction of Goods and Services Tax, 2017 has been duly factored in the Price at the time of new bookings post 01.07.2017 in terms of requirement of law as per section 171 of the CGST Act, 2017.
- 16. The Applicant (s) shall also pay, as and when demanded by the Company, pro-rata share of or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Apartment / Unit or the Present Project or the Complete Project / Complex or payments to be made by the Applicant(s) to the Company. The Applicant(s) shall further be liable to pay any change/ modification in taxes as may be levied by the Government or any Statutory/ Competent Authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit).
- 17. The Total Consideration Value as mentioned in the Allotment Letter followed by the Agreement will include GST or any other taxes/ fee/ charges/ levies at present rates which maybe levied, in connection with the development / construction of the Present Project or Complete Project / Complexpaid / payable by the Company up to the date of the handing over of the possession of the Apartment. Provided that, in case there is any change/modification in the taxes / charges /fees / levies etc., the subsequent amount payable by the Applicant(s) to the Company shall be increased / decreased based on such change /modification.
- 18. The Applicant(s) agree and understand that in the event any property tax or any other taxes, charges, fee, cess or the like by whatever name is imposed and/or is assessed separately in respect of the Apartment, the same shall be payable by the Applicant(s), to the concerned authority.
- 19. The Applicant(s) hereby assures, confirm, and declare that all payments made by it are obtained from legal source and are not proceeds of crime or derived from money laundering. The Applicant(s) shall at all times keep the Company / associate companies, it's Director(s) / Promoters, employees and agents fully indemnified against any loss, claim or damage that maybe caused, or any legal action (including expenses for any legal action) that may be taken against the Company / associate companies, it's Director(s) / Promoters, employees and agents for accepting any payments from the Applicant(s).
- 20. It is understood by the Applicant(s) that Earnest Money shall have the same meaning as defined by Haryana Real Estate Regulatory Authority, Gurugram from time to time and the Earnest Money, inter alia, is to ensure the performance, compliance and fulfilment of his/ her/ their obligations under this Application/ Allotment Letter / Agreement for Sale. The Earnest Money shall be payable by the Applicant(s) as per the Payment Plan and will include Booking amount paid by the Applicant at the time of making the Application for booking of the Apartment (subject to realization). Besides Earnest Money, the Company shall be entitled to deduct (i) any interest component and penalties / damages(received or due) on any delayed payment / non-payment by the Applicant(s) to the Company. (ii) brokerage paid by the Company in case the booking is made by the Applicant(s) through a Real Estate

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



Agent, and (iii) amounts equivalent to the value of any other items, coupons and vouchers given to the Applicant(s) by the Company (iv) taxes paid/payable by the Applicant(s) (Clause 20 subclause (i) to (iv) hereinafter collectively referred to as the "Non-Refundable Amounts").

- 21. The refund, if any, after deduction of Earnest Money and Non-Refundable Amounts shall be made from the surplus available in the Escrow Account specifically opened for the Present Project, whether mentioned specifically or not. Surplus available in the Escrow Account shall mean and imply cash flow available in the Escrow Account after providing for all liabilities of the Present Project.
- 22. It is being clarified that the Company shall not be under any obligation to send reminders for making the payment as per Payment Plan and /or for the invoice raised by the Company. In the event of the Applicant committing default in the payment and / or in observing and performing any of the terms and conditions of provisional allotment or not wanting to go ahead with the transaction, the Company may give 15(fifteen) days prior written notice to remediate such breach / default. In the event that the Applicant(s) fails to remedy such breach / default within time prescribed therein or if at any point the Applicant(s) does not intend to proceed with the transaction to purchase the Apartment, the Company shall be at the absolute liberty to cancel / terminate the provisional allotment. The Company shall also, post expiry of such period, be at absolute liberty to sell / allot the Apartment to any other third party as the Company may deemfit and proper and the Applicant(s) shall have no claim or objection whatsoever to the same. The Company shall within 90 days of such cancellation/termination, refund the amounts out of the Total Consideration Value that have been paid by the Applicant(s) after (i) forfeiting "Earnest Money" and the Non-Refundable Amounts in terms of clause 21 of this Application. It is clarified that the Company shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges/ any pass through charges paid / incurred by the Applicant (s) to the Company or any government authority, except if any refund of GSTis received by Company from any government authority on amounts that were paid by the Applicant(s) over and above the Earnest Money amount, then the Company shall refund the same to the Applicant(s) within 90 (Ninety)days of receipt of the same.
- 23. If the cheque towards the subsequent payment is dishonored, the Company will not be under any obligation to inform the Applicant(s) about the dishonor of the cheque and the consequences for such non-payment / payment default shall follow.
- 24. If the Applicant(s)neglects, omits, ignores, or fails in the timely performance of the obligations agreed and stipulated herein including failure to execute and return both sets of signed Agreement within 30 (thirty) days of dispatch by the Company for any reason whatsoever or to pay in time to the Company any of the instalments or other amounts and charges due and payable by the Applicant(s) by the respective due dates for such payments, the Company shall been titled to cancel the allotment and terminate the Agreement, if executed, at its sole discretion and the Company shall be entitled to forfeit the Earnest Money along with the Non-Refundable Amounts. The balance amount of money paid by the Applicant(s) shall be returned by the Company to the Applicant(s) within 90(ninety) days of such cancellation or withdrawal in terms of clause 21 of the Application. Upon such cancellation, the Applicant(s) shall be left with no right, lien or interest over the Apartment (and the parking spaces) in any manner whatsoever.
- 25. The Company may raise upon the Applicant(s) appropriate demand notices for the payment of the Total Consideration Value and Other Charges.
- 26. The Applicant(s) is not vested with any right, interest or entitlement in or over the Apartment, until a formal agreement for sale ("Agreement for Sale") is executed and registered between the Company and the Applicant(s) under the Applicable Laws within the timelines stipulated by the Company. The term "allot" or "allotment" or

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



"Allotment Letter" wherever included in the Application Form shall always mean "Provisional Allotment" until the Agreement for Sale is executed and registered by the Company and the Applicant(s). Further, the Applicant(s), as and when called upon by the Company, undertakes to be present for registration of the Agreement for Sale, as may be required under the Applicable Laws, at the office of concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Apartment failing which the Company shall without prejudice to any other rights be entitled at its sole discretion to cancel this Application Form / Allotment Letter and forfeit the Earnest Money along with the Non-Refundable Amounts. The balance amount of money paid by the Applicant(s) shall be returned by the Company to the Applicant(s) within 90(ninety) days of such cancellation or withdrawal in terms of clause 21 of the Allotment.

- 27. The Applicant(s) shall grant all the required assistance to the Company including signing of the agreements, deeds, declarations, consent(s) and other writings as and when demanded by the Company for lawful transfer of the Apartment.
- 28. In the event, the Allotment of the Apartment is cancelled either by the Applicant(s) or by the Company, the Applicant(s) shall cease to have any claim against / upon the Apartment and/or against the Company (except for the refund as stated herein after deduction as provided) and the Company shall be free to deal with the said Apartment in any manner whatsoever without any further reference / intimation to the Applicant(s). Upon such cancellation, the Applicant(s) shall be left with no right, lien or interest over the Apartment and the parking spaces in any manner whatsoever.
- 29. The Applicant(s) shall be liable to make payment(s) of instalments within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Applicant(s).
- 30. In the event the Applicant(s) fail or neglects to comply with any of its obligations under the Application Form/ Allotment Letter, or seeks to withdraw or cancel the Allotment/ Agreement for Sale in respect of the Apartment (so allotted), the Applicant(s) shall be deemed to be in default and the Company shall be entitled to forfeit the Earnest Money and the Non-Refundable Amounts w.r.t. the said Unit. The balance amount, if any, shall be returned by the Company to the Applicant(s) within 90 (ninety) days of such cancellation or withdrawal in terms of clause 21 of this Application.
- 31. In the event, the amounts paid by the Applicant(s) towards Total Consideration Value is less than the Earnest Money and the Non-Refundable Amounts, the Applicant(s) shall be liable to pay to the Company the deficit amount. The payment of deficit Amount, if any shall be made within a period of 90 (ninety) days from the date of cancellation.
- 32. The Applicant(s), keeping in view the investments (i.e. time, labour and money) made by the Company in developing the Present Project, agrees that upon receipt of Occupation Certificate and issuance of Notice for Offer of Possession by the Company to the Applicant(s), the Applicant(s) shall not be entitled to terminate the Agreement for Sale/ Buyer's Agreement for any reason whatsoever. The Applicant(s) agrees that in case the Applicant(s) withdraws from the Present Project after the receipt of the Occupation Certificate and issuance of Notice for Offer of Possession without there being any contractual violation attributable to the Company, in that event the Company shall be entitled to forfeit the Earnest Money along with the Non-Refundable Amounts, and refund the balance, if any, within 90 days from such cancellation or withdrawal in terms of clause 21 of the Application. The Applicant(s) shall be liable to pay the property tax w.e.f. the date of offer of possession plus 30 days or the actual possession handing over, whichever is earlier.
- 33. In the event, Applicant(s) is/are in default in payment of instalments (if any), applicable taxes and any other charges/amounts falling due on or after the receipt of the Occupation Certificate and issuance of Notice for Offer of Possession, the Company shall have an option to terminate the Agreement for Sale and forfeit the Earnest Money

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



- along with the Non-Refundable Amounts, and refund the balance, if any, within 90 days from such cancellation or withdrawal in terms of clause 21 of the Application.
- 34. The heads as mentioned in this Application Form and more particularly the payment schedule are subject to change as per and as permissible under the applicable laws and more particularly the rules to be notified by the State Government of Haryana under the Real Estate (Regulation and Development Act), 2016 and any modifications there under.
- 35. The Applicant(s) are aware that the Applicant(s) shall only have the limited rights in respect of the common areas & facilities pertaining to Present Project and shall not be entitled to claim any special / ownership rights or beneficial interests in the common areas & facilities which may be provided by the Company as a part of other phases of Complete Project / Complex to be developed over the licensed land / additional land and as would be more particularly defined in Deed of Declaration to be filed for the Present Project by the Company. The absolute discretion is with the Company in this regard and exercise thereof shall not be questioned by the Applicant(s).
- 36. The Applicant(s) confirms and represents that the Company has never indicated / promised / represented / given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right or title of any kind whatsoever, in any other apartment (other than the said Apartment), any land, community facilities and amenities, shopping area etc. save and except, as mentioned herein.
- 37. The Applicant(s) is conscious and aware that the general common areas like roads, open spaces, etc. are common and for the benefit of all applicants of the Complete Project / Complex, including the Applicant(s). Further, except for some interconnected essential common infrastructure facilities to be provided Complete Project / Complex, such as water supply, sewage disposal, circulation roads, storm water drainage, external electrification, horticulture and street lights etc. which shall be available for use by all occupants of all the phases to be developed in due course, the Present Project herein shall be deemed to be an independent Project for the purposes of applicability of the provisions of the RERA Act, HARERA Rules and HARERA Regulations read with the Haryana Apartment Ownership Act, 1983 and as such the Applicant(s) shall have the limited right only in respect of the common areas and facilities pertaining to the Present Project which will be more specifically defined in the Deed of Declaration, and Applicant(s) shall not be entitled to claim any rights or beneficial interest in the common areas and facilities or common interconnected essential common infrastructure facilities which may be provided by the Company as a part of other Phases to be developed. However, the Applicant(s) shall be liable to pay the requisite maintenance charges in respect of such inter connected essential common infrastructure facilities proposed to be provided for the Complete Project / Complex as fixed by the Company / nominated maintenance agency / Association of Allottees of the Complete Project / Complex / Master Association / Competent Authority from time to time in proportion to the area of the Unit. As the interest of the Applicant(s) in the common areas is undivided and cannot be partitioned this would require the Applicant(s) to use the common areas within the building / Present Project or as may be defined harmoniously along with other applicant(s) / occupants in the Complete Project / Complex / the building without causing any inconvenience or obstruction or hindrance to anyone. This undertaking shall survive throughout the occupancy of the Apartment by the Applicant(s), his / her legal representatives, successors, administrators, executors, assigns, transferee etc.
- 38. The Company has made it specifically clear to the Applicant(s) and the Applicant(s) has / have understood and agreed that the computation of the Total Consideration Value along with Other Charges of the Apartment does not include any recovery or payments towards development, running and operation of the common amenities and facilities or any other conveniences, other recreational and sporting activities(Club), if any provided for the use of apartment owners. Further, the Applicant(s) fully understands that the Company is free to deal with the Complete

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



Project / Complex in any manner as the Company may deem fit. As regards payment of maintenance charges, the Applicant(s) shall make timely payment of such maintenance chargesas demanded by the Company / Maintenance Agency, without any demur or protest. Further the Applicant(s) agrees and undertakes to become the member of the Club as and when the same is developed and agrees to pay the Club Membership Charges as may be determined at the time of offer of possession.

- 39. In order to look after administration and management of interconnected essential common infrastructure facilities for the Complete Project / Complex, the Company will facilitate formation of an Association of all apartments and / or unit (retail / commercial) owners of the different phases to be developed i.e. Complete Project / Complex including additional land, if any, over a period of time, the charges for which shall be proportionately contributed by the owners of the apartments and / or units (retail / commercial) at different phases through their respective sub-associations, if any formed or directly, as the case may be. However, till completion of Complete Project / Complex, the role of the Master Association shall be performed by the Company or its assignee / appointed maintenance agency at the proportionate cost/ contribution of the respective applicant(s).
- 40. The Applicant(s) agrees and undertakes that the Applicant(s) shall join the Master Association (formed at the Complete Project / Complex level), and also the Sub-Association (if formed at Phase level) as may be got registered under the Haryana Societies Registration Act, 2012 & Haryana Apartment Ownership Act, 1983 and as recognized by the Company. The Applicant(s) agrees to execute such forms, applications or documents for the purpose of becoming a member of the said Master Association at the Complete Project / Complex Level and / or for any other purposes as may be necessary in the opinion of the Company / Association of applicant(s) at the Project Level / Master Association and / or as otherwise provisioned for under the Applicable Laws and / or as per the directives / Instructions of the Competent Authority(ies). The Applicant(s) further undertakes to pay any fees / subscription charges and other charges demanded thereof and to complete such documentation and formalities as maybe deemed necessary for this purpose.
- The Company shall confirm the final Carpet Area of the Apartment that will be allotted to the Applicant after the construction of the Present Project herein being developed as Elan The Presidential (Phase - I), is completed and the occupancy certificate / part occupation certificate(as the case may be) is granted by the Competent Authority. The Total Consideration value payable for the Apartment after taking into account the revised Carpet Area shall be recalculated upon confirmation by the Company and appropriate adjustment shall be carried for the amount paid by the Applicant(s) / Applicant(s). If the increase in the Carpet Area of the Apartment is more than 5% (five percent) and such variation is not acceptable to the Applicant / Applicant(s), every attempt shall be made to offer an alternate Apartment of a similar size and nature within Elan The Presidential, subject to availability. In the event that such an Apartment is available and the Applicant(s) accepts such alternate Apartment, the applicable Total Consideration Value resulting due to such changed location / alternate Apartment shall be payable or refundable, as the case may be. No other claim, monetary or other wise, shall lie against the Company. In the event, the Applicant(s) does not accept such alternate Apartment or if there is no other Apartment of a similar size and nature at another location within Elan The Presidential, the Applicant(s)shall be refunded the actual amounts received against the Total Consideration Value alongwith interest thereon, at the rate prescribed in the Rules, which shall be full and final satisfaction and settlement of all claims / demands of the Applicant(s) and no other claim, monetary or otherwise shall lie against the Company and the Apartment.
- 42. Subject to consideration payable for increased area of the Unit, the total Consideration value is escalation-free, save and except increases which the Applicant(s) agrees to pay, including increase in any of the components forming part of any charges whatsoever, to the extent payable to the Competent Authority and / or any other

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



increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Applicant shall be liable to pay proportionately along with other allottees in the building where the Apartment is located and /or Present Project, as the case maybe, as applicable. Incase of any decrease (including with retrospective effect, if any) in any of the components forming part of any charges whatsoever that may be notified by the Competent Authorities, the same shall be adjusted proportionately infavour of the Applicant(s), and such adjustment shall be made at the time of final demand due from the Applicant(s).

- 43. The Applicant(s) further understands and agrees that for the purposes of the Act, there is a variance in the value of the Apartment inter-se each category as is required / permissible by the applicable laws.
- 44. The Applicant(s) agrees and undertakes that if the Applicant(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deductions, the Applicant(s) alone shall be deemed to be an asses see in default in respect of such tax and the Company shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26 AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Company then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Apartment shall be subject to adjustment / recovery of such amount along with accumulated Interest.
- 45. The Company plans / proposes to develop a Club in the Complete Project / Complex, in future, at its own expense on the already licensed land or additional Land, for use by all the applicant(s) / allottees of residential apartments of all phases. The Club shall always remain the exclusive property of the Company and the grant of membership in favour of the Applicant(s) of the Club shall not confer any right, title and interest in the Club including its assets and facilities. The Company may at its sole discretion transfer such Club to any third party to own or manage, maintain and operate and on such terms and conditions as it may deem fit at its discretion. The right to use such Club shall, at all times, be contingent upon due and faithful observance of all rules, bye-laws and conditions as may be notified by the Maintenance Agency / Company / such third party for use of the Club. The Applicant(s) and all other persons using the club facility shall pay all demanded charges including but not limited to one time Club Membership Charges and usage charges for usage of such Club and shall abide by the rules and regulations as may be formulated by the Company / the Maintenance Agency / such third party for management of the Club. The club membership shall be co-terminus and co-existent with the ownership of the Apartment and upon transfer of the Apartment, the club membership shall, subject to applicable rules and regulations, automatically be transferred to the transferee. For the operation, management, maintenance, upkeep and upgradation of the facilities in the Club, the applicants and all other persons using the club facility shall pay charges as may be prescribed from time to time by the Company / the Maintenance Agency / such third party that may be engaged for the operation, management and maintenance of the Club.
- 46. The Applicant(s) confirms having understood that with the change in technology or otherwise the Company is entitled to speed up the process of construction and that the Applicant agrees and understands that the sequence of construction milestones as mentioned in the payment plan are indicative in nature and are subject to change during the course of construction. The Company has the right to raise the demands based on the actual stage of construction, in respect of the construction linked demands, which can be earlier then the time that may have been indicated or keeping in view tentative possession date and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
- 47. The Applicant(s) shall have the right to the Apartment along with exclusive right to usage of parkings pace, as mentioned below:

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

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- (I) The Applicant(s) shall have exclusive ownership of the Apartment to be used as a residence for which the allotment has been made and for which the Apartment has been provisioned for.
- (ii) The Applicant(s) shall have the proportionate undivided, indivisible, and impartible ownership rights / share in the Land underneath the Building wherein Apartment is situated.
- (iii) The Company shall handover the Common Areas of the Building in which the Apartment is situated to the Association of allottees at the Project Level / Master Association / Maintenance Agency / Competent Authorities, as the case maybe, after duly obtaining the occupation certificate / part occupation certificate / part completion certificate / completion certificate from the Competent Authority, as the case may be, as maybe as provided in theRule2(1)(f) of Rules after filing the deed of declaration.
- (iv) The Applicant(s) shall have the right to exclusive use but no title to the allotted car parking space(s), if any.
- 48. The Applicant(s) understands and agrees that this Application and allotment pursuant there to shall be strictly restricted to FAR that may have been allocated / utilized with respect to the Carpet Area of the Apartment only and not for any other FAR of any nature whatsoever and the Applicant(s) has no right of any nature whatsoever in the un allocated / balance / unutilized FAR in the licensed land.
- 49. That the Applicant(s) are also aware and hereby confirm that Applicant(s) have been apprised by the Company, that Applicant(s) can be provided / allocated parking space anywhere in the basement not necessarily under the same tower in which the said Unit is located as per availability of the parking and as may be decided and demarcated by the Company and that Applicant(s) shall not raise any objection regarding the same as the case may be. The Applicant(s) have also been informed by the Company, which information has been duly acknowledged, accepted and confirmed by the Applicant(s) that the car parking under the tower falling in Present Project can also be allocated by the Company to the other Applicant(s)s of the different Phases forming part of Complete Project / Complex, as per the availability and as it may deem fit and that Applicant(s) shall not raise objection regard the same at any time.
- 50. The Apartment along with the car parking space(s), if any, shall be treated as a single indivisible Apartment for all purposes, and none can be transferred by the Applicant independent of the other. The right to use of any additional parking spaces maybe granted upon request on a first-come-first-serve 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 and binding.
- 51. In case the Company is required to make any additional provisions for and additional / specific provisions of certain specifications for and in relation to the Apartment and / or for any additional features and services in the Complete Project / Complex or the Present Project, (including installation or make provision for alternate sources of generation / distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives / instructions of the Competent Authority under the applicable law (but not occasioned due to any default of the Company), then the Company shall be entitled to raise the demand of such additional sums for such additional specification(s) to the Applicant(s) of the Apartments as additional costs and charges and the Applicant(s) agrees to pay the same proportionately to the Company, without any delay, demur and protest.
- 52. The applicant(s) confirms having understood and further acknowledges that Company shall carry out the internal development within the Present Project and within Complete Project / Complex, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for the services beyond the periphery of the Present Project and/or Complete Project / Complex, such as water lines, sewer lines,

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storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Company is dependent on the Competent Authorities for providing such external linkage and the Company shall not be responsible for such unfinished works, save and except towards payment of EDC or similar charges to the extent set out herein. However, the essential common areas and facilities required for making the Units in the Building / Present Project habitable / livable shall be made available at the time of handing over the possession of the Unit to the Applicant(s) and in the event the Competent Authorities are not able to provide such external facilities by the time the Apartment is handed over to the Applicant(s), then the Applicant(s) agrees and understands that such services and facilities shall have to be availed through third party agencies / Vendors (such as, power-backup facility through DG sets and water tanker facilities) for which charges shall be payable by all the Applicant(s), as determined by the Company / Association of allottees of the Project / Master Association / Maintenance Agency, as the case maybe.

- 53. The Apartment applied for, along with the Project shall be subject to the Haryana Apartment Ownership Act, 1983, the Act and the rules and regulations thereunder, as applicable in the State of Haryana, or any statutory enactments or modifications thereof.
- 54. The Applicant(s) agrees and undertakes not to modify the Apartment, make any structural change and / or raise any construction within the Apartment or encroach upon or cover any other area outside the Apartment or encroach upon or occupy any Common Areas.
- 55. The Applicant(s) shall use the Apartment only for the purpose for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Complete Project / Complex of which the Present Project is a part. Use of the Apartment shall not be against public policy and/or for any un lawful, illegal or immoral purposes and / or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and / or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Apartment and / or to any apartment (s) above, below or adjacent to the Apartment and / or anywhere in the Complete Project / Complex and / or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Applicant shall be obtained from the Competent Authorities / Association of Applicant(s) of the Complete Project / Complex and prior notice there of shall be given to the Association of Applicant(s) of the Complete Project / Complex / the Maintenance Agency / the Competent Authority, as the case maybe.
- 56. Subject to the force majeure circumstances, court orders, Government Policy / guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of the Complete Project / Complex and / or Present Project, herein and / or other just permissible exceptions or any other event / reason of delay recognized or allowed in this regard by the Authority, if any, and subject to the Applicant having complied with all obligations under this Application, the Company shall be considered under a condition of default, in the following events:
 - the Company fails to provide ready to move in possession of the Apartment along with parking, if any, to the Applicant or fails to complete the Project on or be fore the committed period;
 - (ii) Discontinuance of Company's business as a developer on account of suspension or revocation of its registration under the provisions of the Actor the rules or regulations made there under.

In case of Default by the Company under the conditions listed above, the Applicant(s) is entitled to the following:

(i) stop making further payments or any payment / future instalment (yet to be due) as per the Payment Plan, as and when demanded by the Company. If the Applicant(s) stops/ suspends making payments, and if the

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Company subsequently rectifies / remedies the default / corrects the situation by completing the relevant construction / development milestones and only there after, the Applicant(s) shall be required to make the next payment and re commence the payment of such outstanding instalments without any interest for the period of such delay occurred on account of the Company; or

- (ii) the Applicant(s) shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Applicant(s) under any head what so ever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules with in prescribed time under Act and Rules. Provided that where an Applicant(s) does not intend to withdraw from the Present Project or terminate the Agreement, he shall be paid, by the Company, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Company to the Applicant(s) within prescribed time (under Act and Rules) of it be coming due.
- 57. The Applicant(s) shall be considered under a condition of Default, on the occurrence of the following events:
 - (I) in case the Applicant(s) fails to make payments for as per demands raised by the Company despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Company on unpaid amount at the rate prescribed in the Rules.
 - (ii) In case of any other breach of the terms of this Application/ Agreement
 - (iii) in case default by the Applicant(s) continues for a period of 90 (ninety) days after notice from the Company in this regard, the Company may cancel the allotment of the Apartment and refund the money paid by the Applicant(s) after forfeiting the Earnest Money and the Non-Refundable Amounts. The balance amount of money paid by the Applicant(s) shall be returned by the Company to the Applicant(s), without interest or compensation within 90 (ninety) days of such cancellation from the Surplus available in the Escrow Account specifically opened for the Present Project. On such default, the allotment and/ or Agreement and any liability of the Company arising out of the same shall there upon, stand terminated.
 - (iv) If, (a) the allotment of the Apartment has been obtained by the Applicant(s) through fraud, mis representation, misstatement of facts, or concealment/ suppression of any material fact, or (b) the Applicant(s) is not competent to enter into the Agreement for reason so finsolvency or due to operation of any regulation or law; then the Company may cancel the allotment of the Apartment and refund the money paid by for feiting the Earnest Money and Non-Refundable Amounts. The balance amount of money paid by the Applicant(s) shall be returned by the Company, without interest or compensation within 90 days of such cancellation from the surplus available in the Escrow Account specifically opened for the Present Project. On such default, the Allotment, the Agreement and any liability of the Company a rising out of the same shall the reupon, stand terminated. Further, additionally the Applicant(s) shall be considered under a condition of Default, in case the Applicant(s) fails to comply with the conditions under the Notice for Offer of Possession, including taking over of possession of the Apartment, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Company in this regard then the Company may cancel the allotment the Apartment and refund the money paid by for feiting the Earnest Money and the Non-Refundable Amounts. The balance amount of money paid by the Applicant(s) shall be returned, without interest or compensation within 90 (ninety) days of such cancellation from the Surplus available in the Escrow account specifically opened for the Present Project. On such default, the allotment, Agreement and any liability of the Company arising out of the same shall there upon, stand terminated.
- 58. The Applicant(s) agrees to sign, execute and deliver the documents including but not limited to the Agreement,

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separate maintenance agreement, electricity supply agreement and any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Company and/or the nominated maintenance agency and/or registered Association of Applicant(s)s/ Master Association ("RWA") for the maintenance and up keep of the Present Project as well as Complete Project/Complex as and when required along with declarations and under takings contained therein. The Applicant(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Apartment.

- 59. The Applicants(s) have confirmed that irrespective of any disputes, which may a rise between the Applicant(s) and the Company, the Applicant(s) shall punctually pay all instalments of the Total Consideration Value, Other Charges, amounts, contributions, deposits, and shall not with hold any payment for any reason whatsoever.
- 60. The Company has the right and is entitled to create mortgage and / or create a charge on the Building or the apartment or any part or component there to, all current/future receivables pursuant there to and any other right, title and interest that the Company may have in respect of the Complete Project/ Complex and/ or the towers/ blocks and construction comprised there upon including but not limited to common areas, buildings and floors. The Company shall ensure that if such mortgage or charge is made or created, then not with standing any thing contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) that may vest as per the Agreement for Sale.
- 61. In case the Applicant(s) is a non-resident Indian or a foreign national of Indian origin the nit shall be his/her/its responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act"), any rules and/or guidelines made/issued there under and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India. The Applicant(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Applicant(s) shall indemnify and keep and hold the Company and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. Further, in the event of change of the residential status of the Applicant(s) subsequent to the execution of the Agreement for Sale, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the applicable laws.
- 62. In case, the Association of applicant(s) of the Project/Master Association/ or the Competent Authority fails to take handover of the Common Areas and Facilities of the Building, then in such a case, the Company shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period till such time the handover is taken by the Association of the Complete Project/Complex/Master Association/or the Competent Authority, which shall be recoverable from the Association of applicant(s)s or proportionately from all applicant(s) of Apartments within the Building.
- 63. The Applicant(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Present Project shall at all times be subject to payment of all costs, charges, fee etc. by what ever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. to the Association of Applicant(s) of the Project or Maintenance Agency, or Master Association or Competent Authority as the case may be. The rates of maintenance and service charges shall be fixed by the Maintenance Agency or the Company or association of allottees of the Present Projector Master Association, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as a fore

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mentioned. The maintenance charges shall include a markup on the actual cost of the maintenance charges and the Applicant(s) agrees and undertakes not to raise any objection with respect to the same. The Applicant(s) agrees that, on and from the Possession Notice expiry date, or the date of taking over of possession, or the date of execution of the Conveyance Deed, whichever is earlier, the Applicant(s) shall pay advance maintenance charges calculated at the rate determined by the Maintenance Agency. The maintenance charges shall be recovered on such actual cost along with mark up, from all Applicant(s) chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus/deficit there of shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Applicant(s) agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.

- 64. The Applicant(s) further expressly understands that the Company shall not in any manner be accountable, liable or responsible to any person including the Applicant(s) and/or Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, management and control of the Project, and/or Common Areas and Facilities, amenities and services there to.
- 65. The Company shall be responsible to provide and maintain essential services in the Present Project as well as Complete Project/Complex, as the case may be till the taking over of the maintenance of he Present Project/Complete Project/Complex by he Association of Applicant(s)/Master Association or the competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate, as the case may be.
- Project and in accordance with the concept / design promulgated by the Company, there will be regulations/restrictions in change of structure, facade, regulations relating to usage of common lobbies, stair cases of adjoining apartments, lift lobbies of adjoining Apartments etc. The Applicant(s) understand that the same is for mutual benefit of the Apartment owners and is a fundamental part of the Complete Project/Complex. The Applicant(s) consent to signing / agreeing to the terms / conditions in this regard as may be captured in the Agreement for Sale and/or the maintenance agreement by the Company.
- 67. The Applicant(s) understands that the present Application and Allotment is non-transferrable/ non-assignable. Subject to the applicable Law, the permission to allow transfer/ assignment/ nomination/ substitution shall be at the sole discretion of the Company, which may grant or refuse such permission. The Company shall charge an administrative fee, as may be decided by the Company from time to time, for such transfer/assignment/nomination/substitution and the transfer/assignment/nomination/substitution shall be effected in a manner and as per procedure as may be formulated by the Company. The Applicant(s) and the transferee/ assignee/ nominee/ substitute shall be required to submit such necessary documents in the formats as may be required by the Company for such transfer/assignment/nomination/substitution. Any transfer/assignment/ nomination/ substitution by the Applicant without the prior permission/ approval of the Company shall be treated as null and void and such transfer/ assignment/ nomination/ substitution shall not be binding on the Company.
- 68. The Applicant(s) understands and agrees that although the Applicant(s) may obtain finance from any bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source for the purchase of the Apartment as may be permissible under applicable law however the obligation to make timely payments for the Apartment pursuant to the Agreement shall be that of the Applicant(s) and shall not

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be contingent upon the ability, capacity or competence of the Applicant(s) to obtain or continue to obtain such financing. The Applicant(s) shall, regardless of any financing, remain bound under the Agreement for fulfilling all obligations relating to the payment so fall dues relating to the Apartment. The rights of the bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity shall be subservient or equivalent to the rights of the Applicant(s) under the Agreement and shall not be more or better than that of the Applicant(s). The Applicant(s) agrees and understands that the Company shall not be under any obligation what so ever to make any financial arrangements for the Applicant(s) and the Applicant(s) shall not omit, ignore, delay, with hold, or fail to make timely payments due and payable to the Company in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/ or for any reason whatsoever and if the Applicant(s) fails to make timely payments to the Company, then the Company shall have the right to exercise all the rights and remedies as available to it under the applicable law, including forfeiture of Earnest Money and Non-Refundable Amounts. In the event any loan facility has been availed by the Applicant(s), the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity. Further, any refund to be made in terms of the Agreement, shall be made to the Applicant(s) strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Applicant(s) and his/her/its bank/financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity from whom the Applicant(s) has raised loan/finance for purchase of the Apartment. In cases of any such refund being made by Company directly to the bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity, the same shall be deemed as a refund to the Applicant(s) in full and final satisfaction and settlement of account of the Applicant(s) in respect of and in relation to the Apartment against the Applicant(s) as well as such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity and no other claim, monetary or otherwise shall lie against the Company and the Apartment.

- 69. Prior to hand over of possession, the Applicant(s) and the Company agree to conduct a joint inspection of the Apartment so that in the event of any incomplete works, defects and/ or poor work manship there in, the same can be attended to by the Company. If the Applicant(s) ignores, neglects or otherwise fails to do so and/ or if the Applicant(s) fails to pay all dues payable under the Agreement and/ or to assume possession of the Apartment within such prescribed time period, the Applicant(s) shall not be entitled to make any such claim at any point thereafter. The Applicant(s) agrees that it shall resolve complaints, if any, with regards to the construction or quality of workmanship of the Apartment which have been directly executed by the Company, prior to assuming possession. The Applicant(s) also agrees and understands that the Company shall not be held responsible or liable for giving any warranty of movable items/ appliances which have been part of the Apartment and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached there to, provided the Company has taken reasonable quality checks and balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of the Agreement or other wise shall be as per the usage guidelines as provided by the Company/ the manufacturer/ the Maintenance Agency/ the Association of Applicant(s) of the Project/ Master Association as the case maybe.
- 70. From the date of taking over of possession, the Applicant(s) shall be responsible to comply, and cause compliance by his/her/its occupants, representatives and/ or any other person claiming under him/her/it, with all applicable laws and provisions of the Conveyance Deed and the maintenance agreement.
- 71. Upon receiving a written intimation i.e. the Notice for Offer of Possession from the Company, in case the Applicant(s) fails to take possession within the time provided, then (i) the Applicant(s) shall continue to be liable to

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pay the specified dues (including the applicable maintenance charges and the holding charges@ Rs.50/- (Rupees Fifty only)persq.ft. per month of the Carpet Area of the Apartment ("Holding Charges") for the entire period beyond such period as provided for in the Notice for Offer of Possession within which the Applicant(s) has been advised to take the possession; and (ii) the Company shall postpone the execution of Conveyance Deed and handing over possession of the Apartment until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges and holding charges as may be applicable thereon, have been fully paid. Such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge. If the Applicant(s) fails to pay all dues payable and/ or to assume possession of the Apartment within the prescribed time period, the Apartment shall be and remain at the sole risk and cost of the Applicant(s) and the Company may at its sole option cancel the allotment of the said Unit and forfeit the amounts as provided in this Application. Maintenance charges with respect to the Apartment shall be applicable and payable by the Applicant(s) with effect from the last date given in the Notice for Offer of Possession, irrespective of whether the possession of the Apartment has been assumed or not by the Applicant(s).

- 72. The Applicant(s) upon possession shall join the Association of allottees of the Present Project/Complete Project/Complexincluding Master Association as may be registered/ formed under the Haryana Societies Registration Act, 2012 and Haryana Apartment OwnershipAct, 1983 by the Company and as provided for under the Act and Rules and shall not form/ or join/ become part of any other association/ society in respect of the Apartment or the Present Project/ Complete Project/ Complex.
- 73. Power back-up for the installed electrical load for the Apartment shall be made available subject to timely payment of maintenance charges and Electricity Charges by the Applicant(s).
- 74. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Company as per the Agreement relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Applicant(s) from the date of handing over possession (as per the terms of the Notice for Offer of Possession), it shall be the duty of the Company to rectify such defects without further charge, within 90 (ninety) days, and in the event of the Company's failure to rectify such defects within such time, the aggrieved Applicant(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided, the Company shall not be liable for any such structural defect which result from/induced by: (i) the Applicant(s), by means of carrying out structural or architectural changes from the original specifications/ designs; or (ii) any act, omission or negligence attributable to the Applicant(s) or non-compliance of any Applicable Laws by the Applicant(s); or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defector any other defect in workmanship, quality or provision of services by the Company in the Present Project, reasonably and in the ordinary course requires additional time beyond the said 90(ninety) days having regard to the nature of defect, then the Company shall be entitled to such additional time period. Breakable or degradable items like tiles, stones, wooden items, glass, iron grills, modular kitchen, home automation equipment, air conditioning, aluminium items, façade, doors, windows and such like are not covered under defect liability.
- 75. The Company shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Applicant(s) to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold Apartment with in the said Present Project and/or Complete Project/Complex, as per the Applicable Laws and guidelines, permissions/ directions or sanctions by the Competent Authority and the Applicant(s) agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

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- 76. The future permissible expansion shall be an integral part of the Present Project/ Complete Project/ Complex itself, therefore, the Company as per the Applicable Law shall be entitled to conjoint various facilities and amenities such as power back-up, roads, water supply, sanitary and drainage fittings, sewage disposal, circulation roads, storm water drainage, external electrification, horticulture and street lights etc. with the presently approved facilities and amenities. The Applicant(s) understands that the specifications for the other phases may vary and may not be similar to the present phase / Present Project.
- 77. In case the Applicant(s) is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Applicant in respect of the Apartment (in short'Real Estate Agent'), the Company shall in noway, whatsoever, be responsible or liable for the same and no such fee, commission and/ or brokerage shall be deductible from the amount of Total Consideration Value agreed to be payable towards the Apartment. Further, no such person shall in any way be construed as an agent of the Company and the Company shall in noway be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/ or promise made/ given by such person to the Applicant(s). The Applicant(s) agrees, undertakes and affirms not to initiate any legal proceedings whatsoever against the Company/associate companies and its respective Directors, officers, agents and representatives, for the acts of commission or omission on the part of the Applicant's Real Estate Agent/ third party and for any loss, damage or liability that may arise due to non-payment, non-observance or non-performance by such Applicant's/ Real Estate Agent/ third party and persons claiming through or under them and shall keep the Company/associate companies and its respective Directors, officers, agents and representatives fully indemnified and harmless in this regard.
- 78. The Applicant(s) acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Applicant(s) with their full legal import and effect and the Applicant(s) has/ have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The Applicant(s) confirm having understood the mutual rights and obligations detailed therein.
- 79. The Applicant(s) confirms that the Applicant(s) has / have relied on his / her / its / their own independent judgment, investigation, physical inspection of the Present Project/ Complete Project/ Complex site and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/ have not based his / her / its / their decision upon and / or has / have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, what so ever, whether written or oral made by or on behalf of the Company. The Applicant(s) confirms that he / she / it / they has /have obtained appropriate professional advice before proceeding further with this Application. The Applicant(s) has, with out any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Apartment. The Applicant(s) further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Present Project as well as Complete Project/Complex which is being developed on licensed land including addition of additional land, if any.
- 80. The Applicant(s) has represented and warranted to the Company that it has/ have the legal and valid power and authority to apply for the allotment and make this Application and there is no legal restraint / impediment in this regard and further the Applicant(s) and / or its spouse/ parents/ children have never been accused and/ or prosecuted and/ or convicted by any Competent Authority, of any offence relating to money laundering and/ or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation

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Act, 1973) or any substitute or derivatives there of, Be nami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives there of or faced action on account of any default with respect to any property allotted in any other project of the Company or any of the associates/ affiliates of the Company or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Company, any of its affiliates or associates. The Applicant(s) hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Application and the consequent allotment and the Agreement and the Applicant shall be liable to all the consequential action there under.

- 81. All the terms and conditions, rights and obligations of the Applicant(s) as contained here under shall be subject to the provisions of RERA Act and H-RERA Rules and Applicable Law.
- 82. The Applicant(s) shall bear and pay the Stamp Duty (if applicable) and registration charges payable on the Agreement for Sale and Conveyance Deed to be executed in pursuance here of including any incidental expenses for registration, all documents to be executed in pursuance to this including Deed of Conveyance and/or other vesting document of the Apartment in favour of the Applicant(s).
- 83. The Applicant(s) here by undertake to indemnify and keep the Company / its associate companies and their respective Directors/ Officials/ office bearers indemnified against any losses, damages, charges and expenses suffered by them on account of breach of any of the terms and conditions herein by the Applicant(s).
- 84. All the notices / communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Email/ Courier / Registered A.D. / Speed Post / hand delivery to the Applicant(s) at their address contained in these presents. In case of any changes in the Applicant(s) address, the same shall be communicated to the Company by the Applicant(s) at least 10 (Ten) days from such change. Any delay or default in this behalf by the Applicant(s) shall not concede any extension of time or excuse for non-payments or non-receipt of any letters/ correspondences addressed to the Applicant(s).
- 85. If there is more than one applicant named in this Application Form, all obligations here under of such applicants shall be joint and several. All communications shall be sent by the Company to the First Applicant whose name appears first and at the address given by him/ her/ it which shall for all intents and purposes to consider as properly served on all the Applicants.
- 86. The Applicant(s) have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same. The signatory(ies) to the Application is accepting the terms and conditions of the se presents for himself/ herself/ themselves/ draws complete authority to sign/ accept the contents of the se presents on behalf of the Applicants and binding upon respective nominees/ legal heirs, executors, successors, and assigns. The Company shall be in noway responsible in case the authority of the said signatories is not valid.
- 87. The Applicant(s) is/are aware that the contents of these presents shall supersede all other writings, Advertisements, brochures, leaflets, and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.
- 88. That due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this Application Form becomes inoperative and/or illegal and void, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
- 89. This Application shall be governed and interpreted by and construed in accordance with the laws of India. Subject

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



to terms herein, the Haryana Real Estate Regulatory Authority at Gurugram, Haryana, alone shall have exclusive jurisdiction over all matters arising out of a relating to this Application.

- 90. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application, the Allotment Letter and the Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of RERA Act (read with the H-RERA Rules and HARERA Regulations made thereunder).
- 91. For all purposes the present Application Form is deemed to have been signed and executed in Gurugram, Haryana.
- 92. The Company has the right to conduct Know Your Customer (KYC) Verification of the Applicant by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant(s) to provide the updated information, if any, from time to time.
- 93. The Applicant(s) acknowledges that the Agreement for Sale contains detailed terms and conditions of the sale of the Apartment. In the event of any contradiction between terms of either this Application or the Agreement for Sale, the terms and conditions embodied in the Agreement for Sale shall prevail.

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

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DECLARATION:

I/ We have fully read and understood the above mentioned terms and conditions and agree, confirm and declare to fully abide by the same. I/ We understand that the above mentioned terms and conditions are binding in nature and are also indicative of the terms and conditions of the Agreement which shall be comprehensively eluci dated and delineated in the Agreement. I/We the Applicant(s) do here by declare that my/our Application is irrevocable.

I/ We hereby confirm and agree that the Company shall be liable and responsible only for and in relation to the written communication through it authorized personnel and the Company, its officials and authorized representatives shall in no manner beliable and bound by any communication in any form exchanged between the Applicant(s) and real estate agent and/orany third parties and/or Person and / or any agreement or understanding arrived at with the aforesaid persons.

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/ our obligations as set out in this Application and as may be mentioned in the 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 and/or as may be contained in the Agreement. The Company has readily

provided all explanations and clarifications to me/ us as sought by me/ us and after giving careful consideration to all facts, terms and conditions. I/We have now signed this Application and paid the amount being fully aware and conscious of my/ our 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/our booking or allotment, I/ We shall have no right, claim interest or lien on the Apartment, if any.

Name & Signature of the First Applicant
Name & Signature of the Second Applicant
Name & Signature of the Third Applicant
Data
Date:
ridce:

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



FOR OFFICE USE ONLY

Receiving Officer:					
Name	e:	Signature:	Date:		
ACCE	EPTED				
REJE	ECTED				
1.	Type of Booking: Direct / through Real E	state Agent / any other mode (to be specified)		
2.	RERA Registration No. of Real Estate Agent				
	Remarks (if any):				
Date:	:				
Place:					

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Date
То
Elan Avenue Limited (Company)
15th Floor Two Horizon Centre,
DLF Phase 5, Golf Course Road, Sector-43,
Gurugram-122002, Haryana
Subject: No Objection/ Consent regarding any change in the License Category / addition in license and
revision in the approved building plans with respect to Elan The Presidential being developed by the
Company in Sector - 106, Gurugram
Refer: Public Notice dated
Dear Sir
Being allottee of residential apartment / Unit No situated on Floor in Tower No in the captioned

I/ We further confirm that the Company shall have full right to get the revised plans approved by virtue of any of the following situations including but not limited to a) change is market scenario, b) better planning, c) adding additional license, d) revised zoning, e) utilization of balance FAR, f) additional FAR under TOD Policy – 2016 & g) additional FAR under TDR Policy – 2022 etc. either separately or in combination, on the top of the Tower in which my / our unit is located or any where else in the project, increase in height, ground coverage, change in building foot print, green area, relocation of EWS and community facilities etc., as permissible / permitted by the Competent Authorities under the prevalent or new policies as approved in future.

project, the above referred Public Notice has come to my/our knowledge. After going through the said revisions on the Company's website and office, as mentioned in the Public Notice and communication received from the Company, I / We are satisfied that the said revisions do not infringe upon my/ our rights and accordingly I / We

Thanking You, Yours truly,

(Name and Signature of Allottee/s)

provide our consent for the same.

	Doto
	Date
	To St. A.
	Elan Avenue Limited (Company)
	15th Floor Two Horizon Centre,
	DLF Phase 5, Golf Course Road, Sector-43,
	Gurugram-122002, Haryana
	Subject: No Objection/ Consent regarding any change in the License Category / addition in license and
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	Refer: Public Notice dated
	Dear Sir
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	c) adding additional license, d) revised zoning, e) utilization of balance FAR, f) additional FAR under TOD Policy –
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	Yours truly,
· · · · · · · · · · · · · · · · · · ·	(Name and Signature of Allottee/s)

	Doto
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	2016 & g) additional FAR under TDR Policy – 2022 etc. either separately or in combination, on the top of
	the Tower in which my / our unit is located or any where else in the project, increase in height, ground coverage,
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	permitted by the Competent Authorities under the prevalent or new policies as approved in future.
	Thanking You,
	Yours truly,
· · · · · · · · · · · · · · · · · · ·	(Name and Signature of Allottee/s)

Date
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Thanking You, Yours truly,

(Name and Signature of Allottee/s)

provide our consent for the same.

