



**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

**T** 0124-4101100  
**E** info@elanlimited.com  
**W** www.elanlimited.com



**APPLICATION FORM**



## APPLICATION FOR ALLOTMENT OF A RETAIL / COMMERCIAL UNIT

Elan Avenue Ltd. (the Company) (formerly known as Airmid Developer Ltd.) is proposing to develop and construct a Commercial Colony on Total Licensed Land presently measuring 6.525 acres / 2.641 Hectares in revenue estate of Pawala Khusrupur, Sub Tehsil Kadipur, District Gurugram and comprised in Sector-106, Gurugram Manesar Urban Complex, in parts/segments (including more development in future) after obtaining all statutory approvals and permissions. At present the Company is proposing to launch a commercial colony namely Elan The Mark (Present Project) on land parcel which is forming a part of License bearing No. 79 of 2012 dated 17/08/2012 and License bearing No. 11 of 2013 dated 12/03/2013 from Directorate of Town and Country Planning, Haryana (hereinafter referred to as DGTCP). The Company may expand the scope of development of the Commercial Colony by amalgamating additional parcels of land abutting/adjacent/contiguous to the licensed land parcels subsequently, which shall hereinafter be referred to as 'Complete Project/Complex'.

Present Application Form for Provisional Allotment of a Retail Shop/ Commercial Unit/ Anchor Unit / Kiosk / Restaurant / Office Space / Food Court Unit /other Commercial spaces in “**Elan The Mark**” for which the Building Plans stand approved vide Memo No. ZP- 1628/ JD (NK)/ 2023/ 3444 dated 6th February 2023, and is also duly registered with Haryana Real Estate Regulatory Authority, Gurugram vide Registration no. 46 of 2023 dated 06.03.2023.

### **ELAN AVENUE LIMITED**

15TH FLOOR TWO HORIZON CENTRE,

DLF PHASE 5, GOLF COURSE ROAD, SECTOR-43,

GURUGRAM-122002, HARYANA

CIN NO. **U45400HR2007PLC104996**

PAN NO. **AAGCA5601G**

GST NO. **06AAGCA5601G1Z3**



To  
**Elan Avenue Limited**  
(Formerly known as Airmid Developers Limited)  
**Regd. Office:** 15th Floor, Two Horizon Centre,  
Golf Course Road, DLF Phase 5, Gurugram-122002,  
Haryana, India

Dear Sir,

After my / our independent confirmation, investigation, physical inspection, judgement and satisfaction pertaining to 6.525 acres (2.641 hectare) of land forming part of Commercial Colony to be known by the name “**ELAN THE MARK**” (hereinafter referred as the “**Present Project**”), being promoted, developed and marketed by **ELAN AVENUE LIMITED** (herein after referred to as the “**Company**”) in the revenue estate of Pawala Khusrupur, Sector 106, Sub Tehsil Kadipur, District Gurugram, I / We (“**Applicant(s)**”) hereby request the Company for the provisional allotment of a Retail Shop / Food Court Unit / Anchor Unit / Kiosk/ Restaurant / Office Space / Other Commercial Space(s) (hereinafter referred to as the “**Commercial Unit/Unit**”) in the Present Project. The Company specifically reserves its right to name the remaining phases / parts 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, Channel Partner, 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 High Rise Tower including basements. Additional Towers 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. 46 of 2023 dated 06.03.2023 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.

I / We, am/are aware that the Building Plans stand approved vide Memo No. ZP-1628/ JD (NK)/ 2023/ 3444 dated 6th February 2023. I / We are also aware that the Company has plans to get the existing approved building plans revised with higher FAR and Ground Coverage after taking requisite approvals from the DGTCP in accordance with the prevailing policies (e.g. Transit Oriented Development Policy - 2016 and Transfer of Development Rights Policy - 2021 etc.) at present or in future as well, and for which, I / We have no objection for the same.

I / We are aware that additional FAR under the Transit Oriented Development Policy - 2016 and Transfer of Development Rights Policy - 2022 or under any other applicable laws may be got sanctioned by the Company from statutory / competent authorities in respect of land underneath the Present Project as well as the additional / 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 Colony Use. I / We have got absolutely no objection to sanction, construction, development of the same and its promotion and sale by the Company.

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

That the area details of the Unit are as explained in '**Schedule-II**'.

I/We hereby remit a sum of Rs.....(Rupees).....vide  
Bank Draft/ Cheque No/ RTGS No. .... dated \_\_\_/\_\_\_/\_\_\_ drawn on .....Bank  
in favor of “**Elan Avenue Limited The Mark Master Collection A/C**” being the part / full Booking Amount for the said  
Commercial Unit in the Present Project. I/We agree to pay further installments as stipulated or demanded by the Company  
as per the **Payment Plan (Schedule - III)** opted by me/us.

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

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 and Builder Buyer Agreement 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 per the Payment Plan (as mentioned in '**Schedule III**' 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 15th January 2028. 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, 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-IV**' are enclosed herewith this Application. I / We understand that the terms and conditions mentioned in '**Schedule-V**' are indicative in nature at present 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 to which I shall have no objection.

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): \_\_\_\_\_  
1st Applicant                                  2nd Applicant                                  3rd Applicant



SCHEDULE I



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 hereinafter. It is understood that the amount may be refunded in name of first applicant only and in that event, it shall discharge the Company of all its obligations in respect thereof.

DECLARATION:

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 Applicant

Name & Signature of the Second Applicant

Name & Signature of the Third Applicant

Date: .....

Place: .....

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

APPLICANT (SOLE/FIRST)

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

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

Date of Birth .....

Nationality .....

PAN\* .....

Aadhaar No\* .....

Correspondence Address .....

City .....

State .....

Pin Code .....

Permanent Address .....

City .....

State .....

Pin Code .....

Ph. No .....

Mobile No\* .....

Email\* .....

Occupation

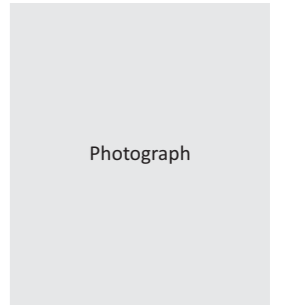
Business  Self Employed  Professional

Service  Homemaker  Government Employee

Any Other (Please Specify) .....

(\*Mandatory Fields)

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



### APPLICANT (SECOND)

Mr /Ms /Mrs .....

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

Date of Birth .....

Nationality .....

PAN\* .....

Aadhaar No\* .....

**Correspondence Address** .....

City .....

State .....

Pin Code .....

**Permanent Address** .....

City .....

State .....

Pin Code .....

Ph. No .....

Mobile No\* .....

Email\* .....

- Occupation**
- Business       Self Employed       Professional   
 Service       Homemaker       Government Employee

Any Other (Please Specify) .....

(\*Mandatory Fields)

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

### APPLICANT (THIRD)

Mr /Ms/ Mrs .....

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

Date of Birth .....

Nationality .....

PAN\* .....

Aadhaar No\* .....

**Correspondence Address** .....

City .....

State .....

Pin Code .....

**Permanent Address** .....

City .....

State .....

Pin Code .....

Ph. No .....

Mobile No\* .....

Email\* .....

- Occupation**
- Business       Self Employed       Professional   
 Service       Homemaker       Government Employee

Any Other (Please Specify) .....

(\*Mandatory Fields)

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



**A PARTNERSHIP / LIMITED LIABILITY PARTNERSHIP**

M/s.....a Partnership Company constituted under the Indian Partnership Act 1932 (Copy of Partnership Deed\* / Certificate enclosed\*) having its principal place of business at .....PAN\* ..... (Copy enclosed) through its partner Shri / Smt..... (Aadhaar No.....) authorized by letter of authority dated..... (Copy enclosed) PAN\* ..... (Copy enclosed)

Mobile. No.\*..... Email\*..... (\*Mandatory Fields)

Or

**COMPANY**

M/s ..... [CIN No. ....] a Company registered Under "The Companies Act 1956 or The Companies Act, 2013" having its registered office at ..... and corporate office at.....through its duly authorized signatory Shri / Smt. .... (Aadhaar No. ....) authorized by a resolution passed by the Board of Directors (\*A copy of Board Resolution, Memorandum and Articles of Association as well as Certificate of Incorporation of the company enclosed)

PAN\* ..... (Copy enclosed) Mobile. No.\*..... Email\*..... (\*Mandatory Fields)

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



**SCHEDULE II**

**DETAILS OF THE UNIT**

Unit No: ..... (“Unit”)

Type: Retail Shop / Commercial Unit / Anchor Unit / Kiosk / Restaurant / Office Space

Floor / Level: .....

Carpet Area\* ..... square meter or ..... sq. ft. (approx.)

Area of exclusive Balcony/ Terrace ..... square meter .ft.( ..... sq.ft.) (approx.) (if any)

Super Area ..... square meter ( ..... sq. ft. )(approx.) (“Super Area”)

Parking No. (s)..... With exclusive right to use only. (1 sq. mtr. = 10.764 sq. ft.)

**COMMON AREAS AND FACILITIES**

Right to use the declared common areas and facilities along with the other owners in the Present Project wherein the Unit is located and shall be more specifically declared in Deed of Declaration.

\*“Carpet Area” shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.

Upon receipt of Occupation Certificate / part Occupation Certificate, the final Carpet Area shall be calculated and communicated to the Applicant(s), which shall be final and binding upon the Applicant(s). Carpet Area of the Unit shall be used for the purpose of computing the Total Consideration Value for the Unit.

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



## SCHEDULE III



Total Consideration Value ("TCV") or Total Sale Consideration : Rs. \_\_\_\_\_ is inclusive of:-

- a) Basic Sale Price (BSP)
- b) Preferential Location Charges (PLC),
- c) Goods and Service Tax
- d) Exclusive right to use car parking space

In addition to the above the Applicant(s) shall be liable to pay Interest Free Maintenance Security Deposit:

Rs. 350/- per sq. ft. of Carpet Area to the nominated Maintenance Agency / Company.

### PAYMENT PLAN:

On Application for booking	10% of Total Consideration Value
On execution of Builder Buyer Agreement or within 30 Days of Allotment (whichever is earlier)	20% of Total Consideration Value
On Completion of Retail Super Structure (Excluding Multiplex area)	30% of Total Consideration Value
On Application of Occupation Certificate by the Company before the Competent authority (DTCP)*	40% of Total Consideration Value
On Offer of Possession upon receipt of Occupation Certificate	100% of IFMS + Other Charges

**Note: EDC/ IDC shall be charged extra as applicable.**

\* The Applicant(s) agrees that in the event there is any delay in timely payment of in any installment, i.e. within 21 days from the date of issuance of demand notice, the Applicant(s) shall be liable to pay an amount equivalent to the amount payable towards External Development Charges (EDC) / Infrastructure Development Charges (IDC) against the said Unit over and above the Total Consideration Value.

### OTHER CHARGES FOR THE UNIT (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:**

- a) Power Back-Up Charges
- b) Labour Cess Charges.
- c) Amount of external electrification connection including cost of setting up of switching station / ESS as per actual.
- d) Exclusive right to use car parking space (additional, if any)
- e) Advance maintenance charges payable to nominated Maintenance Agency and thereafter Monthly maintenance charges payable to nominated Maintenance Agency
- f) Water connection charges
- g) Sewerage Connection Charges & Storm water drainage Connection Charges.
- h) Meter procurement, testing and installation charges
- i) Applicable Stamp Duty charges and Registration charges towards registration of Conveyance Deed.
- j) 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.
- k) Any revision in EDC, IDC, GST and other statutory charges as communicated by the Company from time to time.

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

### 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 Mark 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.99909560083017**.
- 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(s) 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 Unit 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, 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 labour cess, registration charges/expenses, maintenance 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.

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



**SCHEDULE IV  
DOCUMENTS TO BE SUBMITTED ALONG  
WITH THE APPLICATION FORM**



- 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 Unit (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. Not with standing the aforesaid, the receipts for the payments made in relation to the Unit (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 Unit is . 50,00,000/- (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).

**Taxation particulars of M/s Elan Avenue Limited**

PAN No.: AAGCA5601G

GST NO. 06AAGCA5601G1Z3

**RTGS Details for 'Elan The Mark'**

Bank Name: **HDFC Bank Limited**

Account No.: **99909560083017**

IFSC Code: **HDFC0000572**

Account Name: **Elan Avenue Ltd The Mark Master Collection A/C**

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

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**

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

**Partnership Company/LLP**

- Copy of PAN Card of the Partnership Company.
- Copy of Partnership Deed.
- Office Address Proof.
- 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 act on behalf of the Company, 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.
- In case 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(s).
- In case 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.

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

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



**SCHEDULE V**  
**TERMS AND CONDITIONS**  
**TERMS AND CONDITIONS OF THIS APPLICATION**  
(INDICATIVE TERMS OF THE AGREEMENT TO BE EXECUTED)



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 the Unit 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 the Unit 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 Unit (details of which are provided in Schedule-II by the Company / the Maintenance Agency / the Competent Authority(ies) / registered Association of allottees of the Present Project / Complete Project. If this Application is accepted by the Company, the allotment of the Unit in pursuance thereof shall be subject to the terms and conditions stated herein, the Allotment Letter and subject to further terms and conditions as may be stipulated in the Agreement.
2. The Total Licensed Land is owned by the Company and its associates and Present Project is an integral part of the larger Complete Project / Complex to be developed by the Company, in parts / phases with suitable infrastructure.
3. The development / implementation of the Commercial Colony shall be undertaken by Elan Avenue Limited (formerly known as Airmid Developers Limited) in phases comprising of tower(s) to be developed on Total Licensed Land presently measuring 6.525 acres / 2.641 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. The Allottee(s) does not have any objection and is conscious and aware that the Developer may load its self purchased additional FAR from open market for loading on the Present Project / Complex under the provisions of Transfer of Development Rights Policy - 2021 & as amended from time to time.
4. 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.
5. 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 Unit to me/us, without any objection of any nature being raised by me/us.
6. 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 Total 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 Unit, 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 the Unit, 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 the Unit, execute the Agreement, sign, execute and register further documentation for the conveyance and sale of the Unit 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.

7. 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(s) accepts that the execution of the said documents and the payments to be made shall be a condition precedent to the execution of the Conveyance Deed for the Unit.
8. The Applicant(s) agree(s) to pay the Total Consideration Value of the Unit 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-III ("Payment Plan") of this Application Form. The break-up and description of the Total Consideration Value and Other charges is described in Schedule-III of this Application Form.
9. The Total Consideration Value shall be payable by the Applicant(s) directly to the Company as mentioned in the Payment Plan (Schedule-III) 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 & 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 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 & Rules made there under ("Interest").
10. The Company shall adjust any payment received from the Applicant(s) first towards statutory levies and then towards interest on overdue instalments, there after towards overdue instalments or any other outstanding demand and finally the balance, if any, towards the current payable instalment or current dues.
11. The Applicant(s) is fully aware that all payments / 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.
12. The Applicant (s) shall also pay, as and when demanded by the Company, pro-rata share of any other statutory

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

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2nd Applicant
3rd Applicant





deletion of land parcels for granting passage / entry / exit in the tower / additional towers to be developed in the Present Project and to the extent as may be acquired / required / desired pursuant / consequent to any directions / approvals by the DGTCP 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.

- 24. 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.
25. The Applicant(s) is conscious and aware that the Company may at its discretion strive for attractive lease terms for the Applicant(s) Unit. The Applicant(s) hereby requests and irrevocably authorizes the Company to lease out the Unit to Brand(s) of its sole choice for Retail / F&B / Hospitality / Office space etc. either as a standalone unit or in combination / amalgamation with other adjoining unit(s) and the Company without any obligation to do so agrees to do the same on best efforts basis only.
a) The Applicant (s) agrees that the Company would have the exclusive and irrevocable right to lease out the Unit either on a stand alone basis or in combination / amalgamation with other adjoining Units, to the brand(s) and for tenure, as per the discretion of the Company.
b) The Applicant(s) agree (s) that for enabling the Company to facilitate leasing of the Unit, the Company will execute an LOI / Term Sheet / MOU / Lease Deed with the prospective brand / tenant. The Applicant(s) agrees and undertakes to provide the necessary no objection/ power of attorney in favor of the Company, if required to execute LOI / Term Sheet / MOU / Lease Deed with the prospective brand / tenant as and when demanded by the Company in this regard.
c) The Company, on its best efforts basis, will strive for attractive lease terms for the Applicant(s). The Letter of Intent (LOI) / Term Sheet / MOU / Lease Deed would be executed by the Applicant(s) or the Company at the Company's discretion. The Lease Deed with the tenant / Brand shall be signed by the Applicant(s) / the Company as the case may be.
d) The Applicant (s) further gives full / exclusive liberty to change the tenant / Brand in the overall interest of the functioning of the Commercial Colony, without taking prior consent of the Applicant(s). The Applicant(s) confirms to execute the fresh lease agreement with the new tenant / brand as per the requirement of the Company.
26. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit, 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 "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 Unit 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

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



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 17 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 Unit.
28. In the event, the Allotment of the Unit is cancelled either by the Applicant(s) or by the Company, the Applicant(s) shall cease to have any claim against / upon the Unit 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 Unit 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 Unit 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 Unit (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 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 17 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 / part 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 / part 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 17 of the Application.
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 / part 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 along with the Non-Refundable Amounts, and refund the balance, if any, within 90 days from such cancellation or withdrawal in terms of clause 17 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.

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





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 the 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 / Complete 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 unit (other than the Unit), any land, community facility and amenities etc. save and except 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 the applicants / allottees of the Complete Project / Complex, including the Applicant(s). Further, except for some interconnected essential common infrastructure facilities to be provided in the Complete Project / Complex, such as water supply, sewerage 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 interconnected 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 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 Unit 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 Unit does not include any recovery or payments towards development, running and operation of the common amenities and facilities or any other conveniences, if any provided for the use of unit owners. Further, the Applicant(s) fully understands that the Company is free to deal with the Complete 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 charges as demanded by the Company / Maintenance Agency, without any demur or protest. The liability to pay maintenance charges shall commence from the date as mentioned in the notice of offer of possession of the Unit

Signature(s): \_\_\_\_\_

1st Applicant

2nd Applicant

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- by the Company, regardless of the actual possession or occupation of the Unit and irrespective of whether the Applicant(s) use the maintenance services or not.
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 units and / or unit (retail / commercial / residential), 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 units (retail / commercial / residential) 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 of Applicant(s) (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 may be deemed necessary for this purpose.
41. The Company shall confirm the final Carpet Area of the Unit that will be allotted to the Applicant(s) after the construction of the Present Project herein being developed as **Elan The Mark**, 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 Unit 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). If the increase in the Carpet Area of the Unit is more than 10% (ten percent) or as permissible by RERA from time to time, and such variation is not acceptable to the Applicant / Applicant(s), every attempt shall be made to offer an alternate unit of a similar size and nature within Elan The Mark, subject to availability. In the event that such a unit is available and the Applicant(s) accepts such alternate unit, the applicable Total Consideration Value resulting due to such changed location / alternate unit shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Company. In the event, the Applicant(s) does not accept such alternate unit or if there is no other unit of a similar size and nature at another location within Elan The Mark, the Applicant(s) shall be refunded the actual amounts received against the Total Consideration Value along with 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 Unit.
42. The Applicant(s) understands and acknowledges that on account of any change in the layout or building plans or for any other reason, the Present Project may not include the Unit allotted to the Applicant(s). In such an event, the Applicant(s) shall be offered an alternate Unit within the Present Project / Complete Project. There shall be no other claim whatsoever, monetary or otherwise against the Company and / or the associate company / and or any claim

Signature(s): \_\_\_\_\_

1st Applicant

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3rd Applicant

43. 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 increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Applicant(s) shall be liable to pay proportionately along with other allottees in the building where the Unit is located and / or Present Project, as the case may be, as applicable. In case 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 in favour of the Applicant(s), and such adjustment shall be made at the time of final demand due from the Applicant(s).
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 assessee 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. 26AS 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 Unit shall be subject to adjustment/recovery of such amount along with accumulated interest.
45. 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(s) agrees and understands that accordingly 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 than the time that may have been indicated or keeping in view tentative possession date and the same shall be payable on being raised, irrespective of the sequence mentioned in the payment plan (Schedule -III).
46. In case the Applicant(s) has opted for a construction - linked payment plan, the Company shall, subsequent to the time-linked installments, send call / demand notices for only the construction linked installments. In all other cases or time linked installments it shall not be obligatory on the part of the Company to send call / demand notices / reminders for payment as may be due from the Applicant(s) as per the opted Payment Plan.
47. The Applicant(s) shall have the right to the Unit along with exclusive right to usage of parking space, as mentioned below:
- a. The Applicant(s) shall have exclusive ownership of the Unit to be used for which the allotment has been made and for which the Unit has been provisioned for.
  - b. The Applicant(s) shall have the proportionate undivided, indivisible, and impartible ownership rights / share in the Land underneath the Building wherein Unit is situated.
  - c. The Company shall hand over the Common Areas of the Building in which the Unit is situated to the Association of allottees at the Present Project Level / Master Association / Maintenance Agency / Competent Authorities, as the case may be, after duly obtaining the occupation certificate / part occupation certificate / part completion certificate / completion certificate from the Competent Authority, as the case may be, as may be as provided in the Rule 2(1) (f) of Rules after filing the Deed of Declaration.

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

- d. 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 thereto shall be strictly restricted to FAR that may have been allocated / utilized with respect to the Carpet Area of the Unit only and not for any other FAR of any nature whatsoever and the Applicant(s) has no right of any nature whatsoever in the unallocated / 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 in the Complex 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 Present Project can also be allocated by the Company to the other Applicant(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 Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Applicant(s) independent of the other. The right to use of any additional parking spaces may be 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. The Applicant(s) agrees that parking spaces allocated to the Applicant(s) shall not be a part of the Common Areas and Facilities of the Present Project / Complete Project for the purposes of the Declaration to be filed by the Company under the Haryana Apartment Ownership Act, 1983 (including any amendments / modifications thereof), or any applicable Acts / Rules.
51. The said Unit shall be bare shell. In case the Company is required to make any additional provisions for certain specifications for and in relation to 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, structural 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) 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 these services beyond the periphery of the the Present Project and / or Complete Project / Complex, such as water lines, sewer lines, 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 shall be made available at the time of handing over

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





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 Unit 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-back up 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 may be.

- 53. The Unit applied for, along with the Present 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 Unit, make any structural change and / or raise any construction within the Unit or encroach upon or cover any other area outside the Unit or encroach upon or occupy any Common Areas.
- 55. The Applicant(s) is conscious and aware that the Total Consideration Value has been calculated without considering the amount payable towards EDC / IDC. The Applicant(s) agrees and undertakes that in the event there is any delay in timely payment of any installment, i.e. within 21 days from the date of issuance of demand notice, the Applicant(s) shall be liable to pay to the Company an amount equivalent to the amount payable towards applicable EDC / IDC against the said Unit over and above the Total Consideration Value.
- 56. The Applicant(s) shall use the Unit 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 of. Use of the Unit shall not be against public policy and/or for any unlawful, 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 Unit and / or to any unit (s) above, below or adjacent to the Unit and / or anywhere in the 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 thereof shall be given to the Association of Applicant(s) of the Complete Project/Complex/ the Maintenance Agency / the Competent Authority, as the case may be.
- 57. 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(s) having complied with all obligations under this Application, the Company shall be considered under a condition of default, in the following events:
  - (i) the Company fails to provide ready to move in possession of the Unit along with parking, if any, to the Applicant(s) or fails to complete the Project on or before 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 Act or the rules or regulations made thereunder.

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



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 Company subsequently rectifies / remedies the default / corrects the situation by completing the relevant construction/ development milestones and only thereafter, 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 whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within 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 Unit, which shall be paid by the Company to the Applicant(s) within prescribed time (under Act and Rules) of it becoming due.

- 58. 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 Unit 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.

If, (a) the allotment of the Unit has been obtained by the Applicant(s) through fraud, misrepresentation, misstatement of facts, or concealment / suppression of any material fact, or (b) the Applicant(s) is not competent to enter in to the Agreement for reasons of insolvency or due to operation of any regulation or law; then the Company may cancel the allotment of the Unit and refund the money paid by forfeiting 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 arising out of the same shall there upon, 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 Unit, payment of maintenance charges, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt

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

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.

59. The Applicant(s) agrees to sign, execute and deliver the documents including but not limited to the Agreement, 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) / Master Association ("RWA") for the maintenance and upkeep of the Present Project as well as Complete Project / Complex as and when required along with declarations and undertakings 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 Unit.
60. The Applicants(s) have confirmed that irrespective of any disputes, which may arise 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 withhold any payment for any reason whatsoever.
61. The Company has the right and is entitled to create mortgage and / or create a charge on the Building or the Unit or any part or component thereto, all current / future receivables pursuant thereto and any other right, title and interest that the Company may have in respect of the Present Project / Complete Project / Complex and / or the towers / blocks and construction comprised thereupon 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 notwithstanding anything 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.
62. In case the Applicant(s) is a non-resident Indian or a foreign national of Indian origin or Person of Indian Origin (PIO) then it shall be his / her / its responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other statutory enactments or amendments thereof, 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.
63. In case, the Association of Applicant(s) of the Present 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 Applicant(s) of the Present Project / Complete Project / Complex / Master Association / or the Competent Authority, which shall be recoverable from the Association of Applicant(s) or proportionately from all Applicant(s) of units within the Building.
64. 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

Signature(s): \_\_\_\_\_

1st Applicant

2nd Applicant

3rd Applicant

etc. by whatever 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 Project or 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 aforementioned. 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 it shall pay advance maintenance charges calculated at the rate determined by the Maintenance Agency on the date as mentioned in the offer of possession letter. 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 thereof 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.

65. 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 Present Project / Complex, and / or Common Areas and Facilities, amenities and services thereto.
66. The Company shall be responsible to provide and maintain essential services in the Present Project as well as Complete Project / Complex, as case may be till the taking over of the maintenance of the Present Project / Complete Project / Complex by the 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.
67. The Applicant(s) understands that for the mutual benefit and enjoyment of the owners of units in the Present Project and in accordance with the concept / design promulgated by the Company, there will be regulations / restrictions in change of structure, façade, regulations relating to usage of common lobbies, stair cases of adjoining units, lift lobbies of adjoining units etc. The Applicant(s) understand that the same is for mutual benefit of the unit owners and is a fundamental part of the Present Project / 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 maintenance agreement by the Company.
68. The Applicant(s) understands that the present Application and Allotment is non- transferrable / non-assignable without prior consent of the Company. 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

Signature(s): \_\_\_\_\_

1st Applicant

2nd Applicant

3rd Applicant





the Applicant(s); or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or 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, aluminum items, façade, doors, windows and such like are not covered under defect liability.

76. 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 unit within 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.
77. The future permissible expansion on the licensed land 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, sewerage disposal, circulation roads, storm water drainage, external electrification, horticulture and streetlights 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.
78. 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(s) in respect of the Unit (in short 'Real Estate Agent'), the Company shall in no way, 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 Unit. Further, no such person shall in any way be construed as an agent of the Company and the Company shall in no way 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.
79. 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.
80. 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

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

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, whatsoever, 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, without 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 Unit. 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.

81. 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 Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof 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(s) shall be liable to all the consequential action there under.
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 hereof 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 Unit in favour of the Applicant(s).
83. The Applicant(s) hereby undertake to indemnify and keep the Company 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). If there is more than one applicant named in this Application Form, all obligations hereunder of such applicants shall be joint and several. All communications shall be sent by the Company to the First Applicant(s) 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.

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







FOR OFFICE USE ONLY

Receiving Officer:

Name: ..... Signature: ..... Date: .....

ACCEPTED [ ]

REJECTED [ ]

1. Type of Booking: Direct [ ] / through Real Estate Agent [ ] / any other mode (to be specified)

.....

2. RERA Registration No. of Real Estate Agent

3. Remarks (if any):

Place: .....

Date .....

To
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 Mark being developed by the Company in Sector - 106, Gurugram

Refer: Public Notice dated .....

Dear Sir

Being allottee of the Unit No..... situated on ..... Floor in the captioned 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 provide our consent for the same.

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 in 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 etc., as permissible / 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 .....

To

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 Mark being developed by the Company in Sector – 106, Gurugram**

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Dear Sir

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Thanking You,  
Yours truly,

(Name and Signature of Allottee/s)

Date .....

To

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 Mark being developed by the Company in Sector – 106, Gurugram**

**Refer: Public Notice dated .....**

Dear Sir

Being allottee of the Unit No..... situated on ..... Floor in the captioned 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 provide our consent for the same.

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 in 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 etc., as permissible / 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 .....

To

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 Mark being developed by the Company in Sector – 106, Gurugram**

**Refer: Public Notice dated .....**

Dear Sir

Being allottee of the Unit No..... situated on ..... Floor in the captioned 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 provide our consent for the same.

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Thanking You,  
Yours truly,

(Name and Signature of Allottee/s)

Date .....

To

Elan Avenue Limited (Company)  
15th Floor Two Horizon Centre,  
DLF Phase 5, Golf Course Road, Sector-43,  
Gurugram-122002, Haryana

**Subject: Consent for Lease for Commercial Unit in Project Elan The Mark situated in Sector – 106,  
Gurugram**

Dear Sir/ Madam

I / We am/ are allottee(s) of Unit No. \_\_\_\_\_ admeasuring approximately \_\_\_\_\_ sq. ft. on \_\_\_\_\_ floor in the above mentioned Project being developed by the Company.

a. I/ We hereby unconditionally and irrevocable agree and confirm that the Company would have exclusive rights to lease out the said Commercial Unit / Retail/F&B/Hospitality/Office space etc. either as a standalone unit or in combination / amalgamation with other adjoining unit(s) on my / our behalf and we hereby provide our unconditional consent on the terms and conditions of LOI/ Lease arrangement/ Rent/ Revenue Share which may be finalized by the Company on our behalf.

b. I/ We agree that the Company, on best efforts basis, will strive for attractive lease terms, The Lease Deed with the tenant/ Brand shall be signed by me/ us or by the Company on my/ our behalf as the case may be.

Thanking You,

Yours truly,

(Name and Signature of Allottee/s)