



esplanade

APPLICATION FORM



(Developed by EMAAR MGF Land Limited)

Registration Form No. _____

EMAAR MGF Land Limited

Address for Communication: Old No.: 7A New No.: 75, New Vaidhyathan Street, Tondaiarpatt, Chennai -600081.

Tel: (+91 44) 6462 4444/6462 5555. Website: www.emaarmgf.com

(All information to be filled in Block Letters)

PERSONAL DETAILS

1. SOLE OR FIRST APPLICANT

Mr./Ms./M/s _____

Son/Wife/Daughter of _____

Permanent Address _____

City _____ State _____

Tel. No. _____ Pin code _____ Country _____ Nationality _____

(i) Gender M/F (ii) Status - Major/Minor (iii) DOB _____ (iv) Age _____ years

(v) Marital Status _____ If married, no. of children _____ (vi) Occupation - Government Service Private Service Self Employed

professional Self Employed (Business/Industry) Others (vii) No. of years in occupation _____ (viii) Residential status

Resident/Non-Resident/Foreign National of Indian Origin (ix) Income Tax Permanent Account No. _____ Ward/Circle/

Special Range and place where assessed to Income Tax _____ (copy enclosed) (x) In case of Non - Resident,

Passport No. _____ (copy enclosed) (xi) In case of a HUF/Partnership/Company/Corporation/Society/Trust or

other legal entity-Registration No., if any _____ (copy enclosed) certified copy of the board resolution, and the

Memorandum & Articles of Association.

(xii) Mailing address _____

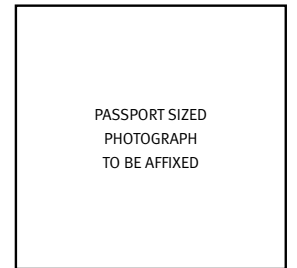
City _____ State _____ Pin code _____ Tel. No. _____

Fax No. _____ Mobile _____ Email _____

(xiii) Office/Business Name and Address _____

City _____ State _____ Pin code _____ Tel. No. _____

Fax No. _____ Mobile _____ Email _____



2. JOINT OR SECOND APPLICANT

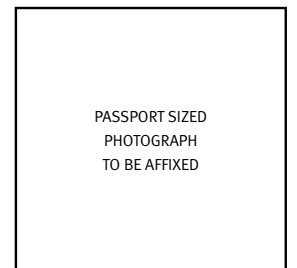
Mr./Ms./M/s _____

Son/Wife/Daughter of _____

Permanent Address _____

City _____ State _____

Tel. No. _____ Pin code _____ Country _____ Nationality _____



6. DECLARATION

I/We declare that the Registration Form has been issued on our request, information for all the fields in the Registration Form have been completed to the best of my/our knowledge. The Registration Fee of Rs. _____/- (Rupees _____ only) in favor of 'M/s.Emaar MGF Land Ltd - Esplanade' is enclosed herewith.

I/We have fully read, understood the Terms & Conditions and agree to abide by the same without any reservation from time to time. I/We request that this completed Registration Form shall be considered as a 'Request For Allotment' for the Apartment(s) in the proposed Project "Esplanade".

Yours faithfully,

Signature of Sole/First Applicant

Signature of Second Applicant

Date: _____

Place: _____

FOR OFFICE USE ONLY

Application: Accepted/Rejected

Provisional Registration of Apartment

Type _____ (2 Plus Bedroom /3 bedroom)

Super built up Area of Apartment _____ Square Feet

Tentative Apartment No. _____

Floor _____

Tower No. _____

No of covered Car parks _____

Base Price @ Rs. _____ per Square Feet

Total Price Payable Rs. _____

Total Amount Payable Rs. _____

Payment Received Rs. _____

Instrument # _____

Instrument Date: _____

Drawn On: _____

Mode of Booking _____ Direct Broker

If Broker, Details _____

Special Instructions/Remarks _____

If Existing Customer: Customer ID _____ Apartment # _____ New Customer _____

On behalf of Emaar MGF Land Ltd,

Authorized Signatory _____

Name of Sales Executive/Broker _____

Signature of the Sales Executive/Broker _____

Source: _____



TERMS & CONDITIONS

1. The 'Request for Allotment', vide the Registration Form for the Apartment(s) [hereinafter referred to as 'Apartment'] in the proposed project "Esplanade" [Here after the "Project"] has been issued by Emaar MGF Land Ltd., [Here after the "Developer"] and is subject to the following Terms & Conditions.
2. The Applicant(s) understand that it is mandatory to fill in all the information fields of the Registration Form and to pay the Developer, the Registration Fee equivalent to two percent [2%] of the prevailing Sale Price. Incomplete Registration Forms shall not be processed for allotment.
3. The Developer reserves the right to accept or reject any 'Request for Allotment' upon scrutiny at its sole discretion without assigning any reason whatsoever. The payment of Registration Fee does not confirm or convey allotment for the Applicant(s). The Developer shall within Thirty (30) working days of receipt of the completed Registration Form including Registration Fee thereof shall issue an Allotment Letter (or) a Non-Acceptance Letter to the Applicant(s).
4. In the event the Registration Form is rejected for any reason whatsoever, the Non-Acceptance Letter addressed to the Applicant(s) shall be accompanied by an A/c Payee Cheque from the Developer favoring the Applicant(s) for the full value of the Registration Fee paid without any interest.
5. The Developer on acceptance of the Registration Form shall issue Allotment Letter in two (2) counter parts addressed to the Applicant(s). The Applicant(s) are required to safe keep one for their records and return the other on or before Thirty (30) days from the date of issue of the Allotment Letter countersigning their confirmation of acceptance for the said allotment accompanied by a A/c Payee Cheque favoring the Developer for a value equivalent to Eighteen(18%) Percent of the applicable Sale Price. On receipt of the Applicant(s) countersigned Allotment Letter and the realization of Eighteen (18 %) Percent of the Sale Price the allotment shall be deemed to be conclusive.
6. Applicant(s) failure to return the countersigned Allotment Letter along with Eighteen (18%) Percent of the Sale Price within the time period mentioned shall result in the Applicant(s) Allotment Letter deemed to have been automatically cancelled. The automatic cancellation shall result in forfeiture of the Registration Fee.
7. The Developer upon conclusive allotment favoring the Applicant shall within seven (7) working days provide the Allottee standard templates of 'Agreement to Sell Undivided Share in Land', 'Construction Agreement' and 'Sale Deed for Undivided share in the land' along with a detailed Sale Price Payment Schedule. The Allottee(s) within thirty (30) days from the date of issue of the standard templates execute the Agreement to Sell Undivided Share in Land and comply with the payment schedule mentioned therein. Failure to do so shall result in automatic cancellation of the allotment along with forfeiture of Ten (10%) Percent of the Sale Price on account of damages for loss of business opportunity and administrative expenses.
8. Any request for change in choice of Apartment(s) is strictly subject to availability and in any case, is subject to the absolute discretion of the Developer. The Developer is entitled to reject any such requests without assigning reasons.
9. Upon the Allottee(s) executing the Agreement to Sell Undivided Share in Land and adhering to the Sale Price Payment Schedule stated herein, he/she shall become eligible for execution of a Sale Deed in their favor of the undivided share in the land and proportionate share in the common areas and amenities along with parking slot(s) and subsequently executing a Construction Agreement. In the event of default in the payments as per the Payment Schedule the Allottee shall be bound by the default terms as per the Agreement to Sell Undivided Share in Land and/or the Construction Agreement. At the time of execution of Construction Agreement the Allottee(s) shall be bound to execute and register themselves as Members to the Esplanade Apartment Owners Association and be bound by the Rules, Regulations and Byelaws therein. The Allottee(s) upon full and final payment of the Sale Price be provided a Completion and Occupancy Certificate along with physical possession of the Apartment.
10. The Allotment is non-transferable other than to immediate family members. The term "Family" shall mean an individual who is the applicant, spouse and children. The Developer however reserves the right to permit Applicant(s) transfer and/or assign allotment subject to the terms and conditions such as without limitation payment of Sale Price, and other incidental expenses such as Stamp duty fee, documentation fee etc., in execution of the Transfer Documentation.
11. The Applicant(s) shall bear all the statutory payments like Service Tax, Stamp Duty and Registration Costs at the time of receipt in actual with reference to construction and sale of the Apartment(s) / in the proposed project "Esplanade".
12. The Developer discloses to the Applicant(s) that the Apartment(s) in the proposed project "Esplanade" are part of the Project, which includes without limitation Car Parks, common amenities, Open Spaces and other Public Utilities etc., The Project Work, without limitation includes project management, design & development, architectural control, construction, landscaping, operation and maintenance, sales and marketing etc., shall be for a period beyond the completion of the Allottee(s) Apartment(s). The Applicant hereby waives his/her objections to any such activity that occurs after the completion of the Allottee(s) Apartment.
13. The allotment of the Apartment(s) shall be subject to conditions in as much as the characteristics and homogeneity of the Project should not be destroyed. The Developer shall have control over all the common amenities, so that these facilities should be made available to other Allottee(s) in a reasonable and equitable manner. The Developer has the exclusive right to develop and maintain the proposed project "Esplanade" including the Apartment for perpetuity.
14. Any notice shall be sufficiently given if it is in writing and sent by registered post/ courier addressed to the respective address mentioned herein above or such other address as may be subsequently notified by the Developer and or Applicant (s)/ Allottee (s) in writing. Every such notice shall be deemed to have been given or made on the day on which such notice ought to have been delivered in due course of postal or telegraphic communication. In proving the service of any such notice it shall be sufficient to prove that it was duly addressed and posted or transmitted as aforesaid.
15. The Applicant(s) herein agree that the plans, designs, specifications are tentative. However, the same are subject to alterations, modifications as the Developer may consider necessary or as directed by the competent authority or Architect.
16. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Apartment, it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under Registration Form. Any refund, transfer or security, if provided in terms of transfer of the Apartment shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.
17. The Applicant(s) understands and agrees that in the event of any failure on, his/her/ their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/they/it shall be liable for any action under the Foreign Exchange Management Act, 1999, as amended from time to time. The Developer accepts no responsibility in this regard and the Applicant(s) agrees to keep the Developer fully indemnified for any harm or injury to it for any reason whatsoever in this regard.
18. In case of Joint Applicants all communication shall be sent to the first Applicant in the registration form.
19. It is specifically agreed and understood by the Applicant(s) that the Developer may, as its sole discretion, decide not to allot, any or all Apartment/s to anybody or altogether decide to put, at abeyance, the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the Registration Form and receipt of initial registration fee being received by the Developer with the Registration Form from the Applicant(s). Further, the provisional and/or final allotment of the Apartment is entirely at the discretion of the Developer and the Developer has a right to reject any provisional and/or final allotment without assigning any reasons thereof. The Applicant(s) accepts that he/she will be only entitled to refund of the amount already paid but without any interest.
20. The Terms and Conditions will be governed and construed under the Laws of India. Any dispute, difference or claim arising out of or in connection with this Registration Form shall be referred to arbitration by a sole arbitrator to be appointed by the Developer and the Applicant (s)/ Allottee (s) in its exclusive discretion in accordance with the Arbitration and Conciliation Act 1996, or any amendments or any re-enactments thereof. The venue of such arbitration will be at Chennai. Subject to arbitration the Registration Form including the terms and conditions shall be unconditionally and irrevocably submitted to exclusive jurisdictions of the Courts at Chennai.

I / we have fully read and understood the terms and conditions and agree to abide by the same.

First Applicant

Second Applicant

POINTS DISCUSSED AND AGREED



CREATING A NEW INDIA.

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