



Indore Greens

APPLICATION FOR REGISTRATION & BOOKING OF RESIDENTIAL PLOTS
FOR PROVISIONAL ALLOTMENT IN "INDORE GREENS"

- VI. The Applicant has understood that only on execution of the Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company.
- VII. The applicant agrees that if for any reasons other than reasons attributable to the Applicant, the Company is not in a position to finally allot the "Said Plot" within a period of 90 days from the date of the allotment letter or abandonment of the scheme, the Applicant shall be entitled to take the refund of the booking amount paid by giving a written notice of thirty days (30) and on receipt of the aforesaid notice the Company shall review the status of allotment of the "Said Plot" and take action of either allotting the "Said Plot" or refund the booking amount paid without any interest amount payable thereon and the Applicant shall not raise any objection or claim damages or compensation in that regard.
- VIII. The Applicant agrees to abide the terms and conditions of this Application including those relating to the payment of Total Price and other charges, rates, taxes, cesses, levies, etc. and forfeiture of Earnest Money as laid down herein.
- IX. That the contents of Annexure - I & II hereof are incorporated in this Application by way of reference and shall always be deemed to be part of this Application.

Applicant's particulars for reference and record purposes

SOLE OR FIRST APPLICANT

Mr./Mrs./Ms. _____

Son/Wife/Daughter of _____

Nationality _____ Age _____ years, Profession _____

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Income Tax Permanent Account No. _____ Ward/Circle/Special Range and place where assessed to income tax

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address: _____

Tel. Nos.: _____ E-mail ID: _____ Mobile No.: _____

SECOND APPLICANT

Mr./Mrs./Ms. _____

Son/Wife/Daughter of _____

Nationality _____ Age _____ years, Profession _____

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Income Tax Permanent Account No. _____ Ward/Circle/Special Range and place where assessed to income tax

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address: _____

Tel. Nos.: _____ E-mail ID: _____ Mobile No.: _____

THIRD APPLICANT

Mr./Mrs./Ms. _____

Son/Wife/Daughter of _____

Nationality _____ Age _____ years, Profession _____

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Income Tax Permanent Account No. _____ Ward/Circle/Special Range and place where assessed to income tax

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address: _____

Tel. Nos.: _____ E-mail ID: _____ Mobile No.: _____

DETAILS OF PLOT REQUIRED AND PROVISIONAL REGISTRATION

Area _____ sq.mtr. (approx.) _____ sq.ft. (approx.)

Details of Pricing: Basic sale price Rs. _____ per sq. mtr. (Rs. _____ per sq.ft.)

Preferential location charges (PLC), as applicable:

1. **PLC - I**, for Plots opposite to Greens as specified in the plan.

*@Rs. _____/- per sq.ft. (and _____/- per sq.mtr.) aggregating to Rs. _____/-

2. **PLC - II**, for Corner plots as specified in the plan.

*@Rs. _____/- per sq.ft. (and _____/- per sq.mtr.) aggregating to Rs. _____/-

Total Price payable for the "Said Plot": Rs. _____ (Rupees _____)

*Strike whichever is not applicable.

DECLARATION

I/We the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount paid by the Applicant(s).

Signature of Sole/First Applicant

Date _____

Signature of Second Applicant (if any)

Place _____

Signature of Third Applicant (if any)

FOR OFFICE USE ONLY

Application: Accepted/Rejected

RECEIVING OFFICER:

Name _____ Signature _____ Date: _____

1. Plot No.: _____ Allotted Area _____ sq.mtr. (approx.) _____ sq.ft. (approx.)
2. Basic sale price: Rs. _____ per sq. mtr. (Rs. _____ per sq.ft.)
Aggregating to Rs. _____ (Rupees _____ only)

Preferential location charges, as applicable:

1. **PLC – I**, for Plots opposite to Greens as specified in the plan.
*@ Rs. _____/- per sq.ft. (and _____/- per sq.mtr.) aggregating to Rs. _____/-
 2. **PLC – II**, for Corner plots as specified in the plan.
*@Rs. _____/- per sq.ft. (and _____/- per sq.mtr.) aggregating to Rs. _____/-
- Total Price** payable for the "Said Plot": Rs. _____ (Rupees _____)

*Strike whichever is not applicable.

3. **PAYMENT PLAN:** Down Payment/Installment
4. Payment received vide Cheque/DD/Pay Order No. _____ dated _____ for Rs. _____
out of NRE/NRO/FC/SB/CUR/CA _____ ACCT _____

5. **BOOKING:** DIRECT/THROUGH SALES ORGANIZER:

6. Sales Organiser's (Broker's) Name
& Address, Stamp with signature:

Broker's Stamp & Signature

7. Check List for Receiving Officer:

- Booking Amount cheque/drafts.
- Customer's signature on all pages of the Application form at marked 'X'.
- PAN No. & Copy of PAN Card/Undertaking.
- For Companies : Memorandum & Articles of Association and certified copy of Board Resolution.
- For Foreign Nationals of Indian origin: Passport

- photocopy and payment either as Foreign Inward Remittance from the account of Applicant(s) of from Non-Resident/FCNR A/c. of Applicant(s).
- For NRI: Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant(s) of from Non-Resident A/c. of Applicant(s).

8. Remarks _____

9. Provisional booking receipt no. _____ dated _____

Signature (Receiving Officer)

Signature (Inventory)

ANNEXURE – I

Terms & Conditions forming part of the Application for Registration & Booking, of Residential Plots for Provisional Allotment, in the Residential Colony Scheme of EMAAR MGF Land Limited "Indore Greens" Phase -I, Pithampur Road, Near Airport, Indore 452005.

Definitions and Interpretation:

In this Application, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed their ordinary meaning.

"Adhiniyam 1993" means Madhya Pradesh Panchayat Raj Adhiniyam, 1993.

"Agreement" shall mean the plot buyers agreement which will be executed as per the standard format of the Company's prescribed form.

"Applicant(s)" shall mean the applicant(s) applying for allotment of the "Said Plot" whose particulars are set out in this Application and who have appended their signatures as acknowledgement of having agreed to the terms and conditions of this Application and the Agreement.

"Application" shall mean this application for provisional allotment of plot in the Scheme along with the terms and conditions contained herein in Annexure-I & II.

"Earnest Money" shall mean the booking amount of 15% of Basic Sale Price (BSP) paid with this Application.

"EDC" means the external development charges for the external services provided by the Madhya Pradesh Government which shall be charged additionally as applicable and the same shall be paid by the Applicant(s) at the time of offer of possession or as and when demanded by the Company and also includes any additional extra development charges demanded by the Company.

"IFMS" means the interest free maintenance security for the maintenance and upkeep of the Residential Colony to be paid as per the payment plan to the Company or the Maintenance Agency @ Rs. 150 per sq. mtr. of the plot area of the "Said Plot", carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India or the prime lending rate of State Bank of India of a term of one year, whichever is lower at the close of each financial year on 31st March.

"IDC" means the internal development charges, calculated from the date of this Application with regard to the development of State/National Highways, transport, irrigation facilities, power & water facilities etc. or by whatever name called, on prescribed basis either existing or leviable in future, to be paid by the Applicant(s).

"Maintenance Agency" means the Company or association of allottees or such other agency/ body/ Company, to whom the Company may handover the maintenance and who shall be responsible for providing the maintenance services within the Residential Colony.

"Maintenance Charges" shall have the meaning ascribed to it in the draft tripartite maintenance agreement contained in Annexure of the Agreement

"Price List" means Annexure-II to this Application providing details & price of the "Said Plot".

"Mortgaged Plots" means 102 Plots, being 25% of the total plots that have been mortgaged with SDO Office in terms of the Rule 12 of the Niyam 1999.

"Niyam 1999" means Madhya Pradesh Madhya Pradesh Gram Panchayat (Colonizer's Registration, Nirbandhan and Sharte) Niyam 1999

"Residential Colony" means the colony developed or being developed by the Company at Village Nainod and whereat the "Said Plot" and other plots are located.

"Said Plot" means the specific plot, which forms part of the Mortgaged Plots, applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative plot in lieu of the "Said Plot" whose particulars are mentioned in the Application.

"Scheme" means Residential Colony of EMAAR MGF Land Limited, "Indore Greens", Phase I, Pithampur Road, Near Airport, Indore 452005.

"SDO Office" means Office of Sub Divisional Officer (Revenue), Collectorate, Indore, Madhya Pradesh.

"Taxes" shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the Residential Colony, now or in future.

"Total Price" means sale price of the "Said Plot" inclusive of the preferential location charges as applicable, if the "Said Plot" is preferentially located. The **"Total Price" does not include Taxes, other amounts, charges, security amount etc., and payable as per the terms of the Agreement including but not limited to:**

- i) IFMS @ Rs. 150 per sq. mtr of the plot area which shall be deposited by the Applicant(s) with the Company
 - ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and sale deed etc. which shall be borne and paid by the Applicant(s) alone.
 - iii) Taxes: a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s) to the Company in addition to the Total Price. The proportionate share shall be the ratio of the plot area of the "Said Plot" to the total area of all the plots in the Residential Colony; b) The Company shall periodically intimate to the Applicant(s) herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above and the Applicant(s) shall make payment of such amount within 30 (thirty) days of such intimation.
 - iv) The Maintenance Charges, additional preferential location charges, property tax, municipal tax on the "Said Plot" and IDC, EDC, municipal tax, wealth tax, government rates, tax on land, fees or levies of all and any kinds by whatever name called on the Said Scheme.
 - v) The cost of electricity including electric fittings, fixtures and electric meter and its connection, the cost for installation of the equipment for procuring and supplying water as well as the charges for water connection.
 - vi) The club charges and any other charges that may be payable by the Applicant(s) as per a separate agreement.
1. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.
 2. The terms and conditions given below are only indicative to enable the Applicant to acquaint himself with the terms and conditions as will be comprehensively set out in the Agreement which, upon execution, shall be in addition to the terms and conditions set out herein below and in case of any inconsistency or conflict, the terms and conditions of the Agreement shall prevail.
 3. The Applicant(s) has made this application for allotment of the "Said Plot" in the Scheme with full knowledge of and subject to all the laws/notifications and rules applicable to the location & area in general and this Scheme in particular, which have been understood by the Applicant(s).
 4. The Applicant(s) has understood that SDO Office has granted permission No. 38/2008 under the Adhiniyam 1993 and Niyam 1999 to the Company for the setting of the residential colony on the land situated at Village Nainod and whereat the "Said Plot" and other plots are located. The Applicant(s) has further understood that in terms of the Rule 12 of the Niyam 1999, 102 plots (i.e. Mortgaged Plots) being 25% of the total plots have been mortgaged with SDO Office. The Said Plot forms part of the said Mortgaged Plots and the Said Plot would be available to the Company for the execution of conveyance deed after the completion of the internal development work as defined in Niyam 1999. In case SDO Office takes over the charge of development of the Residential Colony in terms of Rule 13(2) of Niyam 1999, the SDO Office shall have right and interest in the Said Plot in terms of Niyam 1999 and in such case, the Applicant(s) shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money with simple interest @ 10 % p.a. from the date of occurrence of such condition.
 5. The Applicant(s) agrees that no lien or encumbrance shall arise against the Said Plot as a result of this Application or any provisional allotment letter or any money deposited hereunder or pursuant to the provisional allotment, by the Applicant(s). The Applicant(s) further agrees that even if the Company, vide a separate Allotment Letter provisionally allots the Said Plot to the Applicant(s), the provisions of the said proposed Allotment Letter shall be subject and subordinate to the lien of any mortgage hereto before or hereafter made/created by the Company and such mortgages(s) or encumbrances shall not constitute any objection to the title of the Said Plot or performing its other obligations hereunder or be the basis of any claim against or liability of Company provided that at the time of the execution of the Conveyance Deed the Said Plot shall be free and clear of all encumbrances, lien and charges whatsoever. In case the Applicant(s) opts for long term payment plan arrangement with any financial institutions / banks the conveyance of the Said Plot in favour of the Applicant(s), shall be executed only on receiving no objection certificate by the Company from such financial institutions / banks.
 6. The Applicant(s) has applied for provisional allotment of the "Said Plot" and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the Scheme and has also satisfied himself about the title/interest/rights of the Company in the land of the Scheme on which the plots and the "Said Plot" are being allotted and Residential Colony is being developed and has understood all limitations and obligations in respect thereof. The Applicant(s) shall pay the Total Price of the "Said Plot" and other charges calculated on the basis of plot area.
 5. The Applicant(s) has seen and accepted the plans, designs, specifications which are tentative and the Applicant(s) is making application with the full knowledge about the proposed specifications, location of the plot and other terms and conditions. However, the same are tentative and may be changed, altered, amended, modified, revised, added, deleted, substituted or recast as the Company, may consider necessary or as directed by the competent authority and or Architect at any time even after lay out plans for the scheme are sanctioned. The Applicant(s) has, in token of his acceptance of various plans of the Scheme signed and executed the annexures attached and which forms part and parcel of his Application and shall also form a part of the Agreement and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. The Applicant(s) hereby gives his consent to such variations, additions, alterations and modifications.
 6. The Company shall have the right to effect suitable necessary alterations in the layout plan of the Scheme, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of plot, change in the no. of the plot/or change in its dimensions or change in its area and to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed. If there is any increase/decrease in the area, the rate per sq. mt. and other charges will be applicable to the changed area i.e. at the same rate at which the plot was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant(s) without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.

7. The Applicant(s) agrees that if, due to change in the layout plan, the "Said Plot" becomes preferentially located or additionally preferentially located, then the Applicant(s) shall pay as and when demanded by the Company, preferential location charges/additional preferential location charges, as maybe applicable. The Applicant(s) further agrees that, if due to any change in the layout plan, the "Said Plot" ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as per the payment plan opted by the Applicant(s) and the Applicant(s) agrees to the same and shall not raise any further dispute or claim.
8. The Applicant(s) agrees to pay the Total Price including but not limited to charges which do not form part of the Total Price and that such charges shall be payable by the Applicant(s) on the basis of the plot area and shall abide by the terms and conditions of the Agreement. The Applicant(s) shall not have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the "Said Plot" (for the purposes of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future, shall be final, conclusive and binding on the Applicant(s). The Applicant(s) acknowledges that the Company shall be carrying out extensive development / construction activities for many years in future in the entire area falling within/outside the Scheme/ Residential Colony in which the "Said Plot" is located and that the Applicant(s) shall not have a right to raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such development/ construction activities or incidental / related activities. The Company shall have the sole discretion and absolute authority to deal in any manner with all land(s), facilities and amenities as mentioned above including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi- government, any other authority, body, any person, institution, trust and / or any local body (ies) which the Company may deem fit.
9. The Applicant(s) shall pay the price of the plot and other charges calculated on the basis of area, which is understood to include pro rata share of the common areas in the Scheme and proportionate share of the other common facilities, as specifically provided in the Agreement, which may be located anywhere in the said proposed Residential Colony or Scheme at the sole discretion of the Company. The calculation of the area of the plot shall be more clearly defined in the Agreement and upon execution of Agreement, the method of definition of area stated therein shall become binding on both the parties.
10. The Applicant(s) agrees to pay the EDC as and when demanded by the Company. The Applicant(s) agrees to additionally pay on demand any increase in EDC, if any, levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. If such EDC is increased/demanded (including with retrospective effect) after execution of the conveyance deed, the Applicant(s) agrees to pay such charges directly to the government or to the Company forthwith of the Company raising such demand. The Applicant(s) agrees that the Company shall have the first charge and lien on the "Said Plot" to the extent of unpaid amount.
11. The computation of the price of the "Said Plot" does not include any element of recovery or payments towards land, development running and operation of common amenities and facilities like convenience store or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Company from the Applicant(s) in any manner.
12. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance services agreement with the Company or the maintenance agency nominated by the Company on the terms and conditions as may be provided in the Agreement and the maintenance agreement.
13. The Applicant(s) shall pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, Taxes or cesses, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future on the Scheme/Residential Colony or the plot, as the case may be, as assessable/applicable from the date of application of the Applicant(s) and the same shall be borne and paid by the Applicant(s).
14. The Applicant(s) agrees and confirms to pay the IDC either directly to the concerned authorities or if paid by the Company or demanded from the Company, pay the same to the Company on pro-rata basis in accordance with demand being raised by the Company on the Applicants in this regard. The Applicant(s) acknowledges that in case IDC are levied/ demanded by the government or any other authority from the Company with retrospective effect or after execution of the conveyance deed, the Applicant(s) shall be liable to pay the same on demand. The demand raised by the Company on the Applicant(s) shall be treated as unpaid sale price of the "Said Plot" and the Company shall have first charge and lien on the "Said Plot" to the extent of such unpaid amount till such amount is paid by the Applicant(s).
15. The Applicant(s) is aware that the Company or its agents may at their sole discretion without being under any obligation and subject to such Government approvals as may be necessary, enter into any arrangement for procuring and supplying water to the said Scheme from any nearest river, canal, reservoir and/or any other source. The Applicant(s) agrees to pay on pro-rata basis, the cost of the water supply equipment installed for procuring and supplying water to the Said Scheme, by whatever name called either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on demand. The Applicant(s) shall pay the Company or its agents as the case may be, such amount(s) and other charges for the actual consumption of water so supplied to the "Said Plot" based on such tariff as may be fixed by the Company or its agents in their sole discretion. The Applicant(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the "Said Plot" and the Company shall have the first charge and lien on the "Said Plot" to the extent of such unpaid amount.
16. The Company may at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Applicant(s) to get the names of his/her nominee added, deleted, substituted alongwith/in his/her place subject to such terms and conditions and upon the payment of such charges as the Company may levy at its sole discretion. The Applicant(s) shall be solely liable and responsible for all legal, monetary and other consequences that may arise from such nominations. It is specifically made clear to the Applicant(s) that at present there is no instructions of the competent authorities or any other authority to restrict any nomination/transfer/assignment of the "Said Plot". However, in the event of any imposition of such instructions at any time, to restrict nomination/ transfer/assignment of the "Said Plot" by any authority, the Company shall comply with the same and the Applicant(s) shall be bound by the same.
17. The Applicant(s) agrees that the Company shall be entitled to forfeit the Earnest Money along with the interest on delayed payments, interest on installments paid/payable and brokerage paid, if any, etc in case of non-fulfillment/ breach of the terms and conditions herein contained and those of the Agreement, including withdrawal of the Application, and also in the event of failure by the Applicant(s) to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company.
18. In the event the Applicant chooses to cancel the registration and booking of the "Said Plot" or surrenders the "Said Plot" allotted to him at any stage before the execution of the Agreement, the Earnest Money Deposit of 15% of Basic Sale Price (BSP) shall stand forfeited.
19. After execution of the Agreement, and at a later stage, if the Applicant does not fulfill the terms and conditions of the Agreement or cancels the Agreement or surrenders the "Said Plot" allotted to him/her, charges at the rate of 15% (fifteen percent) on the Total Price of the "Said Plot" shall be leviable and the Company shall be entitled to adjust the same from the amount deposited or paid by the Applicant with the Company along with the interest paid, due or payable thereon..
20. The Company shall make all efforts to handover possession of the "Said Plot" within 24 (twenty four) months but within a maximum period of 36 (thirty six) months from the date of signing of the Agreement, subject to certain limitations as provided in the Agreement and the timely performance of the provisions of the Plot Buyer's Agreement by the Applicant(s).
In the event the Company fails to deliver the possession of the "Said Plot" to the Applicant(s) within the stipulated time period and as per the terms and conditions of the Agreement then the Company shall pay to the Applicant(s) compensation @ Rs. 10 per (Rupees Ten only) per Sqr. Mtr. of the area of the "Said Plot" per month for the period of default subject to the Applicant(s) having fulfilled his part of the obligations as per the terms of Agreement.
21. In the event of the failure of the Applicant(s) to take the possession of the "Said Plot" upon being intimated about the same by the Company and in the manner as specifically described in the Agreement, the Company shall have the option to cancel Applicant's allotment and invoke the remedies as stipulated in the Agreement or the Company may, without prejudice to its rights under the Agreement and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the "Said Plot" in the manner as stated in the Agreement on the condition that the Applicant(s), on the date of such condonation, shall pay to the Company holding charges @ Rs. 10 (Rupees Ten only) per sq. mtr. of the area of the "Said Plot" per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the "Said Plot" till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant(s).
22. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Conveyance/Sale Deed of the "Said Plot" in favour of the Applicant(s) which shall be executed and got registered upon receipt of the full Sale Price, other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the plot allotted to him/her/ them.
23. The Applicant(s) shall become a member of any Association/society of the Residential Colony that may be formed by the Company on behalf of plot buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
24. The Applicant(s) shall be eligible to become member of the club. The members will have to enter into a separate agreement with the club.
25. Time is the essence with respect to the Applicant's obligations to pay the Total Price as provided in the Price List alongwith other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant(s) under the Agreement. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant(s) as per the Schedule of Payments or obligations to be performed by the Applicant(s).
26. In case of delay of 60 (sixty) days in making payment by the Applicant(s) to the Company as per the Price List, the Company shall have the right to terminate the allotment/ Agreement and forfeit the Earnest Money and the money for performance of Agreement. The Company shall also be entitled to charge interest @ 18% p.a. from the due date of installment, as per the Price List, till the date of payment.

However, the Company may in its sole discretion, waive its right to terminate the allotment/agreement, and enforce all the payments and seek specific performance of the Agreement. In such a case, the possession of the plot will be handed over to the Applicant(s) only upon the payment of all outstanding dues, penalties etc., alongwith interest by the Applicant(s) to the satisfaction of the Company.

27. In respect of all remittances, acquisition/transfer of the plot 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 Company with such permissions, approvals which would enable the Company to fulfill its obligations under the Application / Agreement. Any refund, transfer of security if provided in terms of the Agreement 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. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.
28. The allotment of the plot shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the plot more specifically set out in the Agreement.
29. In case of joint applicants all communication shall be sent to the applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant.
30. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the "Said Plot" applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
31. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
32. The Company may, at its sole discretion, decide not to allot any or all plot/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 application and receipt of initial token/booking money being received by the Company with the application from the Applicant(s). Further, the provisional and/or final allotment of the plot is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
33. The provisional allotment of the "Said Plot" as well as the allotment thereafter of the "Said Plot" shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Plot or the Company is unable to deliver possession of the plot due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company shall be entitled to a reasonable extension of the time for delivery of possession of the plot.
34. The Applicant(s) shall not sell, transfer, assign or part with his right, title, or interest, in the "Said Plot" or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Company are fully paid and the Deed of Conveyance/Sale is executed in his favour. The Applicant(s) is/are, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Company, which may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Company, transfer charges as applicable from time to time for the purpose of such substitution.
35. The Applicant(s) agrees that in case the Company is unable to deliver the "Said Plot" to the Applicant(s) for his occupation and use due to:
 - (i) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority; or
 - (ii) if any competent authority(ies) refuses, delays, withholds, denies to grant the necessary approvals for the "Said Plot"/SaidTownship; or
 - (iii) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court; or
 - (iv) due to force majeure conditions; then the Company may cancel the allotment of the "Said Plot" in which case the Company shall only be liable to refund the amounts received from the Applicant(s), without any interest or compensation whatsoever.
36. The Applicant(s) shall commence construction of the house on the "Said Plot" not later than four (04) years from the date of execution of conveyance deed. In case the Applicant(s) fails to commence construction within the stipulated period, the Company shall be entitled, but not obligated, to resume the "Said Plot", refund the amounts paid by the Applicant(s) without any interest. Thereafter, the Company shall have the right to resell the "Said Plot". The Company at its sole discretion, may extend the period for construction by the Applicant(s) upon payment by the Applicant(s) of additional charges @ Rs. 50 per sq. mtr, per year. The said covenant shall survive the execution of the conveyance deed.
37. The Applicant(s) agree that in case the Applicant(s) opts for a loan arrangement with any financial institutions/banks for the purchase of the "Said Plot", the conveyance of the "Said Plot" in favor of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/banks.
38. The Applicant(s) shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and the Allotment Letter.
39. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the Said Scheme in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement, as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
40. The Applicant(s) agree that in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Company shall be referred to a sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at Indore only. The Courts at Indore alone shall have the jurisdiction.

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Agreement, which shall supersede the terms and conditions, to the extent of conflict or inconsistency, set out in this application. I/We are fully aware that it is not incumbent upon the Company to send out notices/reminders in respect of my/our obligations set out in this application and the Agreement and I/we shall be liable for any default committed by me/us in abiding by the terms and conditions of set out in this application and/or the Agreement. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money, as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the terms and conditions set out in this application, I/we shall be left with no right, title interest or lien left on the Apartment applied for and/or allotted to me/us in any manner whatsoever.

Date: _____ 1.

Place: _____ 2.

_____ 3.

SIGNATURE OF THE APPLICANT(S)

ANNEXURE – II

Indore Greens - Payment Plan

Date _____

Name of the Buyer _____

Plot No _____ Area in sq.ft. _____ Rate per sq.ft. _____

PLC 1 _____ PLC 2 _____ Others _____ Total Cost _____

Installment Linked Payment Plan

At the time of Booking/Registration	15% of Basic Sale Price (BSP)
Within 2 months of allotment	15% of BSP + 50% Of PLC
Within 4 months of allotment	15% of BSP + 50% Of PLC
Within 6 months of allotment	15% of BSP
Within 8 months of allotment	15% of BSP
Within 10 months of allotment	15% of BSP
Within 12 months of allotment	5% of BSP
On Offer of Possession	5% of BSP + any other charges as applicable

* Stamp duty/Registration charges, any changes/increase in any other Government taxes/levies (if any) alongwith other charges will be intimated to the buyer at the time of possession.

Maintenance Charges/Interest free Maintenance Deposit Rs. _____ Per Sq. ft./Lump sum

Down Payment Plan (with 8% rebate on 80% of BSP)

At the time of Booking	15% of BSP
With in 60 days of Booking	80% of BSP Plus 100% PLC if applicable
At the time of Possession	5% of BSP plus any other charges as applicable

* Stamp duty/Registration charges, any changes/increase in any other Government taxes/levies (if any) alongwith other charges will be intimated to the buyer at the time of possession.

Maintenance Charges/Interest free Maintenance Deposit Rs. _____ Per Sq. ft./Lump sum

Documents to be submitted along with the application form

Mandatory to affix Photographs in designated area's in the Application form towards all mentioned below categories.

Resident of India:

- Copy of PAN card.

Photographs in all cases.

Partnership Firm:

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

Private Limited & Limited Company:

- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

NRI/Foreign National of Indian Origin:

- Copy of the individual's passport.
- 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 allottee.
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.



CREATING A NEW INDIA.

Indore Office

Emaar MGF Land Limited
Indore Greens Township Project
Airport Pithampur By Pass Road
Village Nainode, Near Indore Airport
Indore 452005

Corporate Office

Emaar MGF Land Limited
ECE House, 28 Kasturba Gandhi Marg
New Delhi 110 001
Tel.: (+91 11) 4120 3444, 4152 1155
Fax: (+91 11) 4152 4619

Sales Office (Gurgaon)

Emaar MGF Land Limited
Emaar MGF Business Park
Mehrauli - Gurgaon Road
Sikandarpur Chowk, Sector-28
Gurgaon 122 002. Haryana
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