



WINDERMERE  
FLOORS

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AT WINDERMERE ESTATE



**APPLICATION FORM FOR THE INTENDED LEASE OF DEMISED PREMISES**



WINDERMERE  
E S T A T E



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FLOORS  
AT WINDERMERE ESTATE

**APPLICATION FORM FOR THE INTENDED LEASE OF DEMISED PREMISES IN THE UPCOMING PROJECT OF EMAAR MGF LAND LIMITED, "WINDERMERE ESTATE" AT LUMHEH, UMPHING, SHILLONG**

Application No. \_\_\_\_\_

Date \_\_\_\_\_

**Emaar MGF Land Limited**

1st Floor, ECE House,  
28, Kasturba Gandhi Marg,  
New Delhi -110 001, India

Subject: Application for intended lease of Demised Premises in the upcoming project of Emaar MGF Land Limited, "**Windermere Estate**", Lumheh, Umpling, Shillong

Dear Sir(s),

- (i) I/We, the Applicant, whose particulars are mentioned below in this Application, understand that Emaar MGF Land Limited (hereinafter referred to as "**Company**"), has conceived, planned and is in the process of constructing and developing a Gated Community Development Scheme known as "**Windmere Estate**" ("**Scheme/Project**") on a piece and parcel of land admeasuring 83.91 Acres (approximately) situated at Lumheh, Umpling, Shillong (hereinafter referred to as "**Land**"). The said Land is absolutely owned and possessed by Smt. Constanca Pyngrope, d/o Late Ignatia Pyngrope (hereinafter referred to as the "**Owner**") with whom the Company has entered into Development Agreement dated May 15, 2007.
- (ii) The Company within the said Gated Community Development Scheme "Windmere Estate" is inviting Application for the intended lease ("**Lease**") of independent built up villa floors under the name and style "**Windmere Villa Floors at Windmere Estate**", on certain identified plots comprised in the said Land. The Applicant understands that this Application relates to construction of floor on one such plot admeasuring \_\_\_\_\_ bearing No. \_\_\_\_\_ (hereinafter referred to as "**Plot**") in block/sector no. \_\_\_\_\_ upon which the building ("**Building**") will be constructed.
- (iii) The Applicant, after having read, understood and agreed with the terms and conditions ("**Terms & Conditions**"), annexed hereto as **Annexure-I**, pertaining to the Lease of the said Demised Premises, do hereby apply for grant of Lease of the said Demised Premises.
- (iv) The Applicant further undertakes and confirms that it shall pay to the Company the Lease Charges specified in the Schedule annexed hereto.
- (v) The Applicant hereby remits a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide Cheque bearing/No(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of "**Emaar MGF Land Ltd. - A/c Windmere Estate**" as the registration/booking amount towards the Lease of the said Demised Premises in the Project.
- (vi) The Applicant understands that this Application Form merely expresses the intent of the Company to Lease the Demised Premises upon construction, to the Applicant and cannot be construed as an Agreement to Lease or Lease Deed. . The Applicant agrees that this Application shall become definitive only after the execution of the agreement (hereinafter "**Agreement to Lease**").
- (vii) The Applicant agrees to execute all the documents in the standard format provided by the Company as and when necessary for the Lease of the Demised Premises in the upcoming Project "**Windermere Estate**" and undertake to strictly adhere to all the terms and conditions stipulated by the Company from time to time.

- (viii) The Applicant agrees that this Application and subsequent Lease of Demised Premises on behalf of the Owner is at the sole discretion of the Company and in case the Demised Premises is not considered for grant of the Lease to the Applicant for any reason whatsoever, the Applicant shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein, shall be refundable to the Applicant without any interest within 30 (thirty) days from the date of notice regarding rejection of this Application.
- (ix) The Applicant undertakes to sign and return the Agreement to Lease, all the annexures, draft tripartite maintenance agreement together with the amounts due and payable as set forth in the Schedule annexed hereto within a period of 30 (Thirty) days of the receipt of the Agreement to Lease. If the Applicant fails to execute the Agreement to Lease and deliver to the Company within the aforesaid stipulated time period, then the Application of the Applicant shall be treated as cancelled, without any further notice, at the option of the company.
- (x) The Applicant have read and understood the terms and conditions mentioned hereinabove and enclosed along with this Application including those relating to the payment of Lease Premium, Total Consideration and other charges, rates, taxes, cesses, levies, etc. and forfeiture of Earnest Money as laid down herein.

Further, the Applicant unequivocally undertakes to abide by the said terms and conditions.

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Signature of Sole/First Applicant

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Signature of Second Applicant (if any)

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Signature of Third Applicant (if any)

## PERSONAL DETAILS FORM

Sole/First Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No./Tax Exemption Certificate		
Nationality			

Second Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No./Tax Exemption Certificate		
Nationality			

Third Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No./Tax Exemption Certificate		
Nationality			

### DETAILS OF UNIT REQUIRED AND PROVISIONAL REGISTRATION

Type \_\_\_\_\_

Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Tower/Building No. \_\_\_\_\_

Super Area of Unit \_\_\_\_\_ Square Metre \_\_\_\_\_ Square Feet

Parking Space(s) Nos. \_\_\_\_\_ Rs. \_\_\_\_\_

Optional Upgrade: Rs. \_\_\_\_\_  Yes  No

## UNIT PRICE

- Basic Price @ Rs. \_\_\_\_\_
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_
- External Development Charges (EDC) @ Rs. \_\_\_\_\_
- Infrastructure Development Charges (IDC) @ Rs. \_\_\_\_\_
- Parking Space(s) Nos. \_\_\_\_\_ @ Rs. \_\_\_\_\_  
aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- Optional Upgrade: Rs. \_\_\_\_\_  Yes  No

### PAYMENT PLAN OPTED: DOWN PAYMENT/ INSTALMENT

Note: 1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of "EMAAR MGF Land Ltd. - A/c Windermere Estate" payable at Shillong.

2. Allotment of super structure/built-up area to Non-Resident and Nationals of Indian Origin shall be subject to laws of Republic of India.
3. For Non-Residents/Foreign Nationals of Indian Origin, all remittances, acquisition/transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.

## DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Unit to the Company is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant(s), the Company shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours faithfully

\_\_\_\_\_  
Signature of Sole/First Applicant [x]

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Second Applicant (if any) [x]

Place \_\_\_\_\_

\_\_\_\_\_  
Signature of Third Applicant (if any) [x]

## FOR OFFICE USE ONLY

Application: Accepted/Rejected

### Provisional Registration of Unit

Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Tower/Building No. \_\_\_\_\_  
Super Area of Unit \_\_\_\_\_ Square Metre \_\_\_\_\_ Square Feet  
Parking Space(s) Nos. \_\_\_\_\_

- Basic Price @ Rs. \_\_\_\_\_
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_
- External Development Charges (EDC) @ Rs. \_\_\_\_\_
- Infrastructure Development Charges (IDC) @ Rs. \_\_\_\_\_
- Parking Space(s) Nos. \_\_\_\_\_ Rs. \_\_\_\_\_  
aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- Optional Upgrade: Rs. \_\_\_\_\_  Yes  No
- Payment Plan \_\_\_\_\_
- Club Membership (mandatory) Rs. \_\_\_\_\_
- Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details \_\_\_\_\_
- Special Instructions/Remarks \_\_\_\_\_

Signature (Receiving Officer)

Signature (Inventory)

Business Development Associate's Seal

## ANNEXURE - I

### TERMS & CONDITIONS FORMING PART OF THE APPLICATION FOR LEASE OF DEMISED PREMISES, IN THE GATED COMMUNITY DEVELOPMENT SCHEME OF EMAAR MGF LAND LIMITED “WINDERMERE ESTATE” AT LUMHEH, UMLING, SHILLONG

#### I. 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 to their ordinary meaning and/or as specified in the Agreement to Lease.

“**Agreement**” shall mean the Agreement to Lease which will be executed as per the standard format of the Company.

“**Applicant(s)**” shall mean the applicant, applying for the grant of Lease of the said Demised Premises whose particulars are set out in this Application and who have appended their signatures on each page, as acknowledgement of having agreed to the terms and conditions of this Application and the Agreement to Lease.

“**Application**” shall mean this application for the grant of Lease of Demised Premises in the Project along with the terms and conditions contained herein in Annexures and Schedule annexed hereto.

“**Demised Premises**” means the specific built up structure of the villa floor(s) applied for by the Applicant to be constructed on the Plot having a Super Area of \_\_\_\_\_sq. mts. which shall include pro-rata share of the common areas in the proposed Project and proportionate share of the other common facilities details of which have been set out in this Application.

“**Earnest Money**” shall mean 10% of the Lease Charges to be paid by the Applicant as per the Schedule annexed hereto to ensure fulfillment by the Applicant of the Terms and Conditions contained herein and as may be specified in the Agreement to Lease.

“**EDC/IDC**” means the external development charges and infrastructure development charges respectively, levied by the Government of Meghalaya, on the date of this Application or as may be imposed at anytime in future, If such charges are increased (including with retrospective effect) after the Lease Deed has been executed, then these charges shall be treated as unpaid Lease Premium of the Demised Premises and the Company shall have lien on the Demised Premises of the Applicant for the recovery of such charges.

“**Gated Community Development Scheme**” means the colony being developed by the Company at Lumheh, Umpling, Shillong and where the said Demised Premises and other villas are located.

“**Lease Premium**” means amount payable for the built up area of the said Demised Premises more specifically detailed in the Schedule annexed hereto. The Lease Premium is exclusive of the preferential location charges (“**PLC**”) as applicable, if the said Demised Premises is preferentially located. The Lease Premium further does not include Taxes, charges, security amount/deposits stamp duty/ registration charges, IDC/EDC/PLC, club membership charges, cost of electricity, power back up and/or any other charges or expenses as may be more particularly specified in the Agreement to Lease.

“**Lease Rental**” means the yearly rental payable in advance by the Applicant, reserved on the date and in the manner more specifically stated in the Agreement to Lease.

“**Maintenance Agency**” means the association of Applicant or such other agency/ body/ entity, to whom the Company may handover, the maintenance and who shall be responsible for providing the maintenance services at such charges alongwith interest free maintenance security (IFMS) as may be ascribed to in the tripartite maintenance agreement annexed with the Agreement to Lease.

“**Taxes**” shall mean any taxes charges, levies etc. by whatever name called, in connection with the Demised Premises.

“**Lease Charges**” shall collectively mean the Lease Premium, Lease Rental and all other charges and expenses mentioned herein or as may be specified in the Agreement to Lease.

#### II. Terms:

- (1) The terms and conditions given below are only indicative to enable the Applicant acquaint himself/ herself with the terms and conditions as will be comprehensively set out in the Agreement to Lease. 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 Applicant acknowledges that he/she has seen the relevant documents/papers pertaining to the Land and is fully satisfied about the right and interest of the Company to develop the Project in the Land and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by him/her with respect to title/interest of the Owner and/or the right of the Company for the development of the Project in the Land.
- (3) The Applicant confirms and represents that neither the Owner nor the Company has indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that that Applicant shall have any right or title of any kind whatsoever, in any Land, common areas, recreational and sporting facilities (if any) and common amenities, save and except as mentioned in this Application.
- (4) It is made clear by the Company and understood by the Applicant that he/she shall have no rights including right of ownership in the Land, facilities and amenities, save and except, the leasehold rights in the Demised Premises as specified herein. All rights and interest to develop the Land shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such Land, facilities and amenities. The Company relying on this specific undertaking of the Applicant in this Application may finally agree to grant Lease of the Demised Premises and this undertaking shall survive throughout the occupancy of the Demised Premises by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
- (5) The Applicant understands that the applicant shall have the leasehold rights for thirty (30) years extendable at the sole option of the Applicant for three additional term of thirty (30) years each. The Applicant shall have the right to sub-lease the Demised Premises on lease hold basis on the terms and conditions stipulated in the Agreement to Lease/Lease Deed.
- (6) In accordance with the development plan of the Project, the Company proposes to develop a club for recreational and sporting facilities (the “**Club**”) for the Applicant and other occupants of the Project. The Applicant understands that the Club may be developed either simultaneous with or after development of the Demised Premises. The Applicant agrees to pay all charges including but not limited to the Club Membership Registration Charges (“**CMRC**”) of Rs. 60,000/- (Rupees sixty thousand only) for availing the membership of the Club, which shall be in addition to the Lease Premium and payable as and when required for this purpose by the Company.
- (7) The Company may at its sole discretion develop other /recreational facilities for recreational purposes in the Said Project. The right of usage of such / recreational facilities, shall be limited to the Applicant and their dependants within the Project and is subject to the fulfillment of the terms and conditions as may be stipulated by the Company. The Applicant authorizes the Company to formulate, at the Company’s sole discretion, appropriate management structure and policies, rules and regulations for the said other /recreational facilities and upon intimation of the formalities to be complied, the Applicant undertakes to fulfill/comply with the same.

- (8) The Lease Premium mentioned in this Application is inclusive of the cost of fire fighting equipment (as prescribed in the existing fire fighting code / regulations). The cost of the Demised Premises does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc., which shall be got installed by the Applicant at his/her own cost. If, however, due to any subsequent, legislation / Government order or directive or guidelines or if deemed necessary by the Company or any of its nominees, any additional fire safety measures are undertaken, then the Applicant undertakes to pay the additional expenditure incurred thereon on a pro rata basis along with other occupants as determined by the Company in its absolute sole discretion.
- (9) It is made clear to the Applicant that the Lease Premium of the Demised Premises is inclusive of one reserved open car parking space for his/her exclusive use. An additional parking space, if required by the Applicant, would be charged at the rate of Rs. 2,00,000/- (Rupees two lakhs only) for each parking space and will be offered subject to availability. As the reserved parking spaces are an integral amenity of the Demised Premises and the Demised Premises along with one (1) open car parking space shall form one single indivisible Demised Premises, the Applicant undertakes not to sub lease/transfer/deal with the allotted parking spaces independent of the Demised Premises.
- (10) In the event, the Applicant choose to cancel this Application and/or Agreement to Lease or is in breach of any Terms & Conditions including but not limited to, send the duly signed copy of Agreement to Lease within thirty (30) days of receipt of the same, the Company will be released and discharged of all liabilities and obligations under this Application and/or Agreement to Lease. Pursuant to any of the conditions aforesaid, the Applicant understands that the Company at any stage shall have the right to terminate and re-enter into the Demised Premises and execute a fresh lease to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit. On happening of such event, the Company will refund to the Applicant the amount paid by the Applicant, without any interest after deducting the Earnest Money along-with dues and interest, if any, payable by the Applicant. The Applicant agrees that in case of such cancellation, refund shall be made only after realization of such refundable amount on further execution of fresh lease of the Demised Premises with any third party.
- (11) In the event that the Company intends to increase the proposed number of Demised Premises in one or more Building(s) in the Project, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant agrees and acknowledges that he/she has no objection to the same.
- (12) The Applicant has seen and accepted the tentative building plans, designs, specifications, location of the Buildings/Demised Premises plans all of which have been duly prepared by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of competent authority(ies). The Applicant has, in token of his/her acceptance of various plans of the Demised Premises signed this Application and the Applicant shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after sanction of the lay out plans and the building plans of the Demised Premises, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the Demised Premises. The Applicant hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Demised Premises. However, in case of any major alteration/modification resulting in  $\pm 10\%$  (ten percent) change in the Super Area of the Demised Premises, the Company shall intimate to the Applicant in writing such change, if any, along with the change in the Lease Charges of the Demised Premises. The Applicant shall inform the Company, in writing, his/her consent or objections to such changes within 30 (thirty) days from the date of such notice failing which the Applicant shall be deemed to have given his/her consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the Lease shall be deemed to be cancelled and the Company shall refund the balance amount without any interest, after deducting the Earnest Money and delayed interest if any. The Applicant confirms and agrees to pay increase in Lease Charges in case Super Area of the Demised Premises is increased. The Company shall refund (without any interest) or adjust any refund which becomes due and payable to the Applicant on account of reduction in the Super Area of the Demised Premises against the Lease Charges as per the Schedule annexed hereto. It is agreed that the rate at which the booking is done shall be the sole criteria of determining the payment/refund.
- (13) If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, or denies the grant of necessary approvals for the Project or buildings/Demised Premises comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any suit/writ before a competent Court and the Company is unable to deliver the Demised Premises, even after the execution of the Lease Deed, the Applicant confirms and acknowledges that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever in this regard.
- (14) The Company shall make all efforts to handover possession of the Demised Premises within a period of forty eight months (48) months from the date of the execution of the Agreement to Lease, subject to certain limitations as may be provided in the Agreement to Lease and timely compliance of the provisions of the Agreement to Lease by the Applicant. The Applicant agrees and understands that the Company shall be entitled to a grace period of twelve months, for applying and obtaining the occupation certificate in respect of the Demised Premises and/or the Project.
- (15) Subject to the terms as stated in clause 14 herein above, in the event the Company fails to deliver the possession of the Demised Premises to the Applicant within the stipulated time period and as per the terms and conditions of the Agreement to Lease, then the Company shall pay, to the Applicant, compensation at the rate of Rs. 5/- (Rupees five only) per sq. ft. of the built up area of the Demised Premises per month for the period of default, subject to the Applicant having fulfilled his part of the obligations as per the terms of Agreement to Lease.
- (16) In the event of the failure of the Applicant to take the possession of the Demised Premises upon being intimated about the same by the Company and in the manner as specifically described in the Agreement to Lease, the Company shall have the option to cancel the Agreement to Lease and avail of the remedies as may be stipulated in the said Agreement to Lease or the Company may, without prejudice to its rights under any of the clauses of the Agreement to Lease, and at its sole discretion, decide to condone the delay by the Applicant in taking over the Demised Premises in the manner as stated in that clause on the condition that the Applicant shall pay to the Company holding charges at the rate of Rs. 50/- (Rupees fifty only) per sq. ft. of the Super Area of the Demised Premises per month for the entire period of such delay and to withhold registration of the Lease Deed or handing over for occupation and use of the Demised Premises till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant understands 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.
- (17) The Applicant undertakes to become the member of any association/society of the Demised Premises allottee(s) in the Project, as may be formed by the Company on behalf of the occupants in the Project. The Applicant shall pay the fees, subscription charges thereof and shall complete such documentation and formalities, as may be required by the Company for this purpose, as and when such association is formed.
- (18) Time is the essence with respect to the Applicant's obligations to pay the entire amount as provided in the Schedule annexed hereto along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement to Lease, 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 under the Agreement to Lease. However, the Company may, in its sole discretion, waive its right to terminate the Lease and enforce all the payments and seek specific performance of the Agreement to Lease. In such a case, the possession of the Demised Premises will be handed over to the Applicant only upon the payment, by the Applicant, of all outstanding dues, penalties etc., along with simple interest at the rate of 24% (Twenty Four percent) p.a. till the date of payment.
- (19) The Applicant undertakes to get the Lease Deed executed within 60 (sixty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the Competent Authority failing which the Applicant authorizes the Company to cancel the Agreement to Lease and forfeit the Earnest Money, delayed payment interest etc. and refund the balance charges paid by the Applicant without any interest upon realization of money from the fresh execution of the Lease of the Demised Premises with any third party on behalf of the Owner.
- (20) The Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/ securitization

of his/her respective Demised Premises or the receivables, if any, accruing or likely to accrue therefrom, subject to the Demised Premises being made free of any encumbrances at the time of execution of the Lease Deed in favour of the Applicant or his nominee.

- (21) The Applicant shall pay, from time to time, and at all times, the amounts which the Applicant is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the application and to keep the Company and its agents and representatives, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant. The Applicant further undertakes to indemnify the Company and its agents and representatives and keep harmless and indemnified against any loss, damages, penalties, fines or any other charges levied on the Company, its agents and representatives due to any misrepresentation on the part of the Applicant due to any reason whatsoever.
- (22) It is made abundantly clear that in respect of all remittances related to Lease of the Demised Premises, 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 ("FEMA") 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, etc., which would enable the Company to fulfill its obligations under the Agreement to Lease. Any refund, transfer of security, if provided in terms of the Agreement to Lease, shall be made in accordance with the provisions of FEMA 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/she 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 shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
- (23) The Applicant shall not assign, or otherwise part with its right in respect of the Demised Premises or any portion thereof until 25% of the Lease Charges payable to the Company are paid. The Applicant is/are, however entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Company who may at its sole discretion permit the same on such terms and conditions and charges as it may deem fit. The Applicant shall pay to the Company transfer charges as applicable from time to time in respect of such substitutions or nominations.
- (24) 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 of the said Demised Premises applied for herein in any manner whatsoever. The Company shall issue receipts for payment in favor of the Applicant only.
- (25) The Applicant has specifically acknowledged with the Company that the Lease of the Demised Premises shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Demised Premises and such other conditions as per the applicable laws.
- (26) The Applicant shall use and occupy the Demised Premises for residential purposes in such manner and mode as may be provided in the Agreement to Lease.
- (27) The hand over of the Demised Premises 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 Demised Premises or the Company is unable to deliver possession of the Demised Premises 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 Demised Premises. The Applicant understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money.
- (28) In case of joint Applicant, 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 applicants and no separate communication shall be necessary to the other named Applicant.
- (29) The Applicant 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.
- (30) The Terms and Conditions mentioned herein shall be in addition to the terms and conditions of the Agreement to Lease. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Lease, the terms and conditions specified in the Agreement to Lease, shall supersede the Terms and Conditions as set out herein.
- (31) All or any dispute arising out of or touching upon or in relation to the terms of this Application or its termination, including the interpretation and validity thereof and the respective rights and obligations of, the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Company, shall hold the arbitration proceedings at the registered office of the Company in New Delhi. The Applicant hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected with the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The Courts at New Delhi shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of or concerning this Application, regardless of the place of execution or subject matter of this Application.

I/We have fully read and understood the 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 to Lease, 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 I/we shall be liable for any default committed by me/us in abiding by the Terms and Conditions. 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 Lease, 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 on the Demised Premises applied for and/or allotted to me/us in any manner whatsoever.

Date: \_\_\_\_\_ 1. \_\_\_\_\_

Place \_\_\_\_\_ 2. \_\_\_\_\_

Signature of the Applicant(s)

## SCHEDULE - PAYMENT OF LEASE CHARGES

### Villa Floors & Duplex units

#### PREMIUMS

Lease Premium	Basic premium + PLC as applicable including 1 Open Car Park
External Development Charges (EDC) & Infrastructure Development Charges (IDC)	As applicable
Car Parking	1 Open Car Parking Space with every Unit included in Lease Premium
Down Payment Rebate	12% on Lease Premium

#### INSTALLMENT - PAYMENT PLAN

Sr. No	Linked Stages	Payment
1	On Application	As applicable below*
2	On Allotment	10% of Lease Premium less the booking amount paid
3	Within 45 days of booking	15% of Lease Premium
4	Within 4 Months of booking	10% of Lease Premium
5	Within 7 Months of booking	10% of the Lease Premium
6	Within 10 Months of Booking	10% of the Lease Premium
7	Within 14 Months of booking	10% of the Lease Premium
8	Within 16 Months of Booking	10% of the Lease Premium
9	Within 19 Months of Booking	10% of the Lease Premium
10	Within 22 Months of Booking	5% of the Lease Premium
11	Within 25 Months of Booking	5 % of the Lease Premium
12	On Intimation of possession	5% of the Lease Premium + Club Membership Charges (Rs.60,000/-) + IFMS + (Stamp Duty & Registration and Lawyers Fees + Govt. Levied Charges and/or any other charges)

#### NOTES

- 1 External Development Charges (EDC) and Infrastructure Development Charges (IDC) will be charged as applicable. In case of any revision by the Govt. Agencies, the same (and arrears, if any) will be applicable on a pro-rata basis.
- 2 Stamp Duty, Registration Charges, Lawyers Fee and the Interest Free Maintenance Security (IFMS) is payable based on prevailing rates.
- 3 Mainline Electricity Connection Charges & D.G. Power Back-up inside the Unit shall be charged extra as applicable.
- 4 Lease Premium includes charges for 1 Open Car Parking Space. Club Membership Extra @ Rs 60,000.
- 5 Additional Car Parking Space available at extra charge of Rs 2,00,000/- per additional car park, subject to availability.
 

*Villa Floor Types	Booking amount
1 Type-2 (2 BR Villa Floor)	1 Lac
2 Type-3 (3 BR Villa Floor)	2 Lac
3 Type-4 (4 BR Villa Floor)	3 Lacs
4 Type- DUPLEX (4 BR)	4 Lacs
- 6 PLC for Greens facing, Park facing proximity to main entry etc. as applicable. PLC subject to change without notice.
- 7 Down Payment Rebate applicable on 95% payment within 45 days + Balance payable on Intimation of possession (Balance = 5% of the Lease Premium + Club Membership Charges (Rs. 60,000/-) + IFMS, Stamp Duty & Registration and Lawyers Fees + Govt. Levied Charges and/or other charges).

## **Documents to be submitted along with the Application Form**

**Mandatory to affix passport size photograph in designated area's in the Application form towards all mentioned below categories:**

### **Resident of India:**

- Copy of PAN Card/Tax Exemption Certificate
- Photograph in all cases
- Any other document/certificate as may be required by the Company

### **Partnership Firm:**

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Incase of one of the Partner signing the document on behalf of other Partners an authority letter from other Partner authorizing the said person to act on behalf of the Firm

### **Private Limited Company**

- Copy of the 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**

- Copy of PAN Card of HUF
- Authority letter from all the coparceners of HUF authorizing the Karta to act on behalf of the HUF

### **NRI/Foreign National of Indian Origin:**

- Copy of the Individuals 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 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.



**Emaar MGF Land Limited**

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