



**APPLICATION FOR ALLOTMENT OF A UNIT  
IN THE BUNGALOWS, MOHALI HILLS.**





**ADVANCE REGISTRATION APPLICATION FORM FOR EXPRESSION  
for a unit in “The Bungalows”, Sector 105, Mohali Hills, S.A.S. Nagar, Mohali, Punjab.**

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

Date: \_\_\_\_\_

**EMAAR MGF Land Limited (“EMAAR MGF”)**

**1<sup>st</sup> Floor**

**S.C.O. No. 120-122**

**Sector 17-C**

**Chandigarh 160 017**

**India**

Dear Sirs,

I/We wish to register my/our expression of interest for the provisional allotment of a single storey built residential unit (“Unit”) in your forthcoming residential project viz. “The Bungalows ” situated in Mohali Hills, District Mohali, Punjab (“the Project”) under the Down Payment  /Instalments Payment Plan  (Tick one).

I/We hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
vide Cheque/No(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_  
in favour of “Emaar MGF Land Ltd.- A/c “The Bungalows” as the registration amount.

I/We agree and understand that this application does not constitute any offer or registration of expression of interest (EOI) or definitive allotment or any agreement to sell and I/we do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that Emaar MGF Land Limited (Emaar MGF) may have issued a receipt (s) in acknowledgement of the money tendered by me/us as EOI to Emaar MGF with this application.

I/We are making this application with the full knowledge that the license has been issued to the Company by the Competent Authority for development of the Project.

I/We understand that this form merely expresses the intent of Emaar MGF for allotting the Unit to me/us and in no way may be construed as an allotment. I/We agree that the EOI in the Unit in the upcoming project “The Bungalows” shall become definitive only after the due acceptance of the same by Emaar MGF in writing and shall be subject to the terms and conditions stipulated by Emaar MGF at the time of such acceptance.

In the event of Emaar MGF accepting my/our application to provisionally allot a Unit, I/we agree to pay all further instalments of the sale price and all other monies/dues as stipulated in the payment plan along with this application (which may be altered at the time of execution of the Buyers’ Agreement) as explained to me by Emaar MGF and fully understood by me /us.

I/We agree to execute all the documents in the standard format provided by Emaar MGF as and when necessary for the creation of EOI and subsequent allotment of the Unit in the upcoming project “The Bungalows” and shall strictly adhere to all the terms and conditions stipulated by Emaar MGF from time to time.

The said Unit shall be deemed to be allotted to me only after I/we execute the buyers’ agreement on the standard format provided by Emaar MGF (“Buyers’ Agreement”) after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid down therein and the legal implications thereof and after understanding my/our obligations and liabilities and the obligations and liabilities of Emaar MGF as set forth in the Buyers’ Agreement.

I/We agree that the Buyers’ Agreement shall not be binding upon Emaar MGF until executed by Emaar MGF.

I/We agree that the registration of EOI and subsequent allotment of Unit is at the sole discretion of Emaar MGF and in case the Unit is not allotted to me/us for any reason whatsoever, I/we 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 me/us without any interest within 30(thirty) days from the date of notice regarding rejection of application for registration of EOI.

I/We agree that the allotment shall become final and binding upon Emaar MGF only after the acceptance by it of the signed Buyers’ Agreement within a period of 30(Thirty) days from the date of its dispatch by post, together with all the annexures, draft tri-partite maintenance agreement together with the amounts due and payable as set forth in the schedule of payments annexed herewith (“Payment Plan”). If I/We fail to execute and deliver to Emaar MGF, then my/our application shall be treated as cancelled and all the sums/monies paid/deposited by me/us with Emaar MGF shall stand forfeited without any notice/reminders.

I/We have gone through the above terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

---

Signature of Sole/First Applicant

---

Signature of Second Applicant (if any)

---

Signature of Third Applicant (if any)

## PERSONAL DETAILS FORM

### 1. SOLE OR FIRST APPLICANT

Mr./Ms./M/s. \_\_\_\_\_

Son of /wife of/daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Pin Code \_\_\_\_\_ Country \_\_\_\_\_

(i) Gender - M/F, (ii) Status – Major/Minor (iii) Age \_\_\_\_\_ Years (iv) Nationality \_\_\_\_\_

(v) Marital Status \_\_\_\_\_ - If married, no. of children \_\_\_\_\_ (vi) Occupation - Government Service  Private service  Self Employed Professional  Self Employed (Business/Industry)  Others  \_\_\_\_\_

(via) No. of years in Occupation \_\_\_\_\_ (vii) Residential status - Resident/Non Resident/Foreign National of Indian Origin

(viii) Income Tax Permanent Account No. \_\_\_\_\_ - Ward/Circle/Special Range and place where assessed to Income Tax \_\_\_\_\_ (copy enclosed) (ix) In case of Non-resident, Passport No. \_\_\_\_\_ (copy enclosed) (x) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws) (xi) Mailing Address: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Pin Code \_\_\_\_\_ Telephone Nos. \_\_\_\_\_

Fax No. \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

(xii) Office/Business Name and Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Telephone Nos. \_\_\_\_\_ Fax No. \_\_\_\_\_ email \_\_\_\_\_

### 2. SECOND OR JOINT APPLICANT

Mr./Ms./M/s. \_\_\_\_\_

Son of /wife of/daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Pin Code \_\_\_\_\_ Country \_\_\_\_\_

(i) Gender - M/F, (ii) Status – Major/Minor (iii) Age \_\_\_\_\_ Years (iv) Nationality \_\_\_\_\_

(v) Marital Status \_\_\_\_\_ - If married, no. of children \_\_\_\_\_ (vi) Occupation - Government Service  Private service  Self Employed Professional  Self Employed (Business/Industry)  Others  \_\_\_\_\_

(via) No. of years in Occupation \_\_\_\_\_ (vii) Residential status - Resident/Non Resident/Foreign National of Indian Origin

(viii) Income Tax Permanent Account No. \_\_\_\_\_ - Ward/Circle/Special Range and place where assessed to Income Tax \_\_\_\_\_ (copy enclosed) (ix) In case of Non-resident, Passport No. \_\_\_\_\_ (copy enclosed) (x) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws) (xi) Mailing Address: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Pin Code \_\_\_\_\_ Telephone Nos. \_\_\_\_\_

Fax No. \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

(xii) Office/Business Name and Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Telephone Nos. \_\_\_\_\_ Fax No. \_\_\_\_\_ email \_\_\_\_\_

### 3. THIRD OR JOINT APPLICANT

Mr./Ms./M/s. \_\_\_\_\_

Son of /wife of/daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Pin Code \_\_\_\_\_ Country \_\_\_\_\_

(i) Gender - M/F, (ii) Status – Major/Minor (iii) Age \_\_\_\_\_ Years (iv) Nationality \_\_\_\_\_

(v) Marital Status \_\_\_\_\_ - If married, no. of children \_\_\_\_\_ (vi) Occupation - Government Service  Private service  Self Employed Professional  Self Employed (Business/Industry)  Others  \_\_\_\_\_

(via) No. of years in Occupation \_\_\_\_\_ (vii) Residential status - Resident/Non Resident/Foreign National of Indian Origin

(viii) Income Tax Permanent Account No. \_\_\_\_\_ - Ward/Circle/Special Range and place where assessed to Income Tax \_\_\_\_\_ (copy enclosed) (ix) In case of Non-resident, Passport No. \_\_\_\_\_ (copy enclosed) (x) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws) (xi) Mailing Address: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Pin Code \_\_\_\_\_ Telephone Nos. \_\_\_\_\_

Fax No. \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

(xii) Office/Business Name and Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Telephone Nos. \_\_\_\_\_ Fax No. \_\_\_\_\_ email \_\_\_\_\_

### 4. DETAILS OF UNIT REQUIRED FOR ADVANCE REGISTRATION

Type \_\_\_\_\_ Area of UNIT \_\_\_\_\_ in Square Yards. Tentative No. \_\_\_\_\_ Location: Sector \_\_\_\_\_

### 5. SALE PRICE

- Basic Price @ Rs. \_\_\_\_\_ Preferential Location Charge (PLC) Rs. \_\_\_\_\_
- External Development Charges (EDC) Rs. \_\_\_\_\_
- Aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

### 6. PAYMENT PLAN OPTED: DOWN PAYMENT/INSTALMENT

1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of 'EMAAR MGFLAND LIMITED A/C "The Bungalows" payable at Chandigarh/New Delhi.
2. Allotment to Non Resident and National 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.

### 7. DECLARATION

I/we, the Applicant(s), do hereby declare that my/our application for the allotment Registration of Expression of interest in a unit is irrevocable and that the above particulars/information/details 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 Developer shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours faithfully,

Date \_\_\_\_\_  
Place \_\_\_\_\_

\_\_\_\_\_  
**Signature of Sole/First Applicant**

\_\_\_\_\_  
**Signature of Second Applicant**

\_\_\_\_\_  
**Signature of Third Applicant**

**FOR OFFICE USE ONLY**

(i) Application: Accepted/Rejected

(ii) Provisional Registration of UNIT

(a) Type \_\_\_\_\_ (b) Tentative UNIT No. \_\_\_\_\_ Block No. \_\_\_\_\_

(strike out whichever is not applicable)

(c) Area of unit \_\_\_\_\_ Square YARDS \_\_\_\_\_ Square FEET (d) Basic Price @ Rs. \_\_\_\_\_

Preferential Location Charge (PLC) Rs. \_\_\_\_\_ External Development Charges (EDC) Rs. \_\_\_\_\_

aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

Total Price Payable Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

(iii) Payment Plan: \_\_\_\_\_

(iv) Type of Account: \_\_\_\_\_

(v) Booking amount received vide Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only).

(vi) Mode of Booking: \_\_\_\_\_

(vii) Special instruction/remarks : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PERFORATED TEAR HERE

**ACKNOWLEDGEMENT**

Application Form No. \_\_\_\_\_ Type of Unit \_\_\_\_\_

Received Application of Shri \_\_\_\_\_

For the Registration of a unit \_\_\_\_\_

At "The Bungalows", Mohali Hills

Vide \_\_\_\_\_ Cheque/Demand Draft No. \_\_\_\_\_

Dated \_\_\_\_\_ Amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

Drawn on \_\_\_\_\_

"The Bungalows", Mohali Hills

For EMAAR MGF LAND LIMITED.

Authorised Signatory

## DETAILS AND BROAD TERMS & CONDITIONS

### 1. SCOPE

The Housing Scheme is for the Allotment of Limited Units on a First come first served basis.

### 2. THE SCHEME

2.1 Allotment Date : Within 3 days of booking amount encashment.

2.2 The following Categories of Single Storeyed units in “The Bungalows”, in Sector 105, Emaar MGF Mohali Hills, District Mohali to be allotted on a First come first served basis under which an allottee shall be required to make 100% payment of the chargeable price before possession, under the Payment plan opted by the successful applicant.

### 3. PROPOSED ACCOMMODATION

The proposed units have following approximate covered area including circulation area.

#### Single Storeyed built Villa 2750 Sq. Ft. (approx. saleable area)

Three Bed Rooms, Drawing /Dining, Kitchen, 3 Toilets + Study +Servant Room with Toilet Front & Rear Lawn Car Park (exclusive of the Saleable Area)

- Note:**
1. The layout plan of the area, covered area, design and specifications of the dwelling units are tentative and are Subject to Change. Any increase in any Areas in sq. ft shall attract a Proportionate increase in Payment Amount.
  2. The terrace rights shall vest with the successful applicant/allottee and construction thereon shall be allowed after prior written intimation to the company by the successful applicant/allottee. The responsibility and cost approvals of building plans and construction upon the terrace of the said Allotted Single Storey Villa shall vest with the successful applicant/allottee.

### 4. SPECIFICATIONS/LAYOUT PLAN

The Specifications are annexed as **Annexure “B”** to this Application. The Layout Plan is annexed as **Annexure “C”** to this Application

### 5. PRICE DETAIL

5.1 **Ground Floor** INR \_\_\_\_\_ (In words: \_\_\_\_\_)

5.2 **Preferential location Charges:** Depending on the location of the unit the location might attract Preferential Location Charges. These charges shall be applicable to Allottees as described in the Payment Plan (**Annexure A**).

5.3 **External Development Charges:** The prices given in the Payment Plan shall also attract External Development Charges (EDC), pro-rated per Unit as applicable to this Project. In case of any upward revision thereof by the Government agencies/authorities in future, the same shall also be recovered from the Applicant on pro-rata basis. The proportionate amount of EDC and all statutory and non-statutory charges levied by the Competent Authority and/or the Government of Punjab or any other governmental authority, shall be payable by the Applicant over and above the sale price payable by the Applicant for the Unit even after the execution of the Conveyance Deed of the unit and the handing over of the possession.

5.4 **Maintenance Charges:** In order to secure adequate provision of maintenance services by association/society of the allottees of Units in the Project or such other agency/body/company (“Maintenance Agency”) as may be appointed by the said association/society/the Company, in addition to due performance of the Applicant in paying promptly the maintenance bills and other charges, the Applicant hereby undertakes to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the said association/society/ Maintenance Agency, as the case may be, as Interest Free Maintenance Security (“IFMS”) at the rate of Rs. 50,000/- per unit.

### 6. MODE OF PAYMENT AND PAYMENT PLAN

Cheques And Demand Draft in the name of “Emaar MGF Land Ltd.- A/c “The Bungalows” as the registration amount. **The Payment Plan** is annexed as **Annexure “A”** to this Application.

### 7. ALLOTMENT PROCEDURE

The allotment shall be made on First come first served basis. The Company shall allot all the applicants units as per available stocks.

### 8. SURRENDER/CANCELLATION/UNSUCCESSFUL APPLICANTS

#### SURRENDER/CANCELLATION

8.1 In case the refund of the initial deposit is sought after acceptance of application / registration, after the issue of Allotment letter, the amount shall be refunded after forfeiting **20 %** of the registration amount.

8.2 The Applicant hereby authorizes the Company to forfeit the Advance registration amount along with the interest paid, due or payable, along with any other amounts of non-refundable nature, in case of failure by the Applicant to sign and return to the Company, the Buyers’ Agreement within thirty (30) days the date of its dispatch by the Company.

8.3 Thereafter, once the Applicant has chosen to sign the Buyers’ Agreement, and at a later stage, he/she does not fulfill the terms and conditions of the Buyers’ Agreement or cancels the allotment or surrenders the Unit allotted to him/her, charges at the rate of **10%** on the sale price of the Unit shall be leviable and the Company shall be entitled to adjust the same from the amount deposited by the Applicant with the Company along with the interest paid, due or payable.

8.4 In furtherance to the clause 8.1, 8.2, 8.3 hereinabove, Any Surrender/cancellation shall be subject to refund only after the resale of the surrendered /cancelled unit is finalized.

## 9. HANDING OVER OF POSSESSION

9.1 The allottee shall be entitled to the delivery of possession of the unit only after he/she has completed all the formalities and paid all dues and furnished/executed all the documents as required / prescribed under the scheme and in the allotment letter. The unit will be handed over on 'as-is-where-is' basis within a **minimum of 24 months and not more than 30 months from the date of signing of the buyer's agreement** and the Company will not entertain any claim for addition or alterations or any complaint, whatsoever, regarding the price of the unit or its design.

9.2 In the case of the delay of 60 (Sixty) days in making payment by the Allottee(s) to the Company as per the Schedule of Payments, The Company shall also be entitled to charge interest @24% per annum from the due date of installment, as per the Schedule of Payments, till the date of payment.

9.3 Furthermore, Upon the receipt of written notice of possession if the allottee fails to take possession within 30 days of receipt of such a notice, then a delay penalty of **Rs. 100** per sq.yard per mensum shall be leviable to the allottee. Similarly, if the Company fails to hand over possession to the Allottee as per payment plan (Annexure A hereto) then the Company shall be liable to a penalty of **Rs. 100** per square yard per mensum after the lapse of 30 days after the date of possession. All penalties payable (if any) by the Company shall be adjusted accordingly in the payments plan of the allottee.

## 10. MISUSE, ADDITIONS, ALTERATIONS ETC.

The units shall not be used for any purpose other than that for residence. The allottee shall not be entitled to subdivide the dwelling unit or amalgamate it with any other dwelling unit or to make any addition/alteration without the prior written permission of Company.

## 11. RESPONSIBILITY FOR THE MAINTENANCE OF COMMON PORTIONS AND COMMON SERVICES ETC.

Every successful applicant will be required to become a member of the Registered Agency to be formed for the purpose of maintenance of common portions and common services for these housing blocks in accordance with the provisions of the Regulations in this behalf before the possession of the unit is handed over to him, or later on, whenever required by the Company and further to abide by the regulations as stipulated by the Company.

## 12. GENERAL

12.1 The applicant ("Applicant") has made this application for provisional allotment of a Unit in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this project in particular, which have been explained by the Company and understood by him/her.

12.2 The Applicant acknowledges that he has seen the relevant documents/papers including the license that has been issued by the Competent authority for the development of the Project and is fully satisfied about the right and interest of the Company in the land, on which the Project is being developed and has understood all limitations and obligations in respect thereof. The Applicant represents that there will not be any further investigations or objections by him/her in this respect.

12.3 The Unit applied for, along with the Building, shall be subject to the Punjab Apartment Ownership Act, 1995 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Unit owner in the common areas and facilities, as specified by the Company in the declaration which may be filed by the Company in compliance of Punjab Apartment Ownership Act 1995, shall be conclusive and binding upon the owners of the Unit(s) and the Applicant confirms that his right, title and interest in the concerned Unit in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant that the declaration to be filed in compliance of Punjab Apartment Ownership Act, 1995 shall be in strict consonance with other the clauses contained herein and, in no manner, shall confer any right, title or interest in any lands, facilities, recreational and sporting activities, if any, amenities. It is made clear that the Company shall be the sole owner of the said lands, facilities, other recreational and sporting activities, if any, amenities and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Applicant shall have no claim whatsoever of any nature therein.

12.4 The Company reserves the right to increase or decrease the number of units depending upon the actual feasibility at site during the course of construction. The Company also reserves the right to make variation in the size of the individual rooms and overall covered area as per actual construction. The plan as given in the brochure is tentative and meant for the general information and guidance of the intending purchasers of the units. The Company further reserves the right to make modification in the design, scope of work, specifications and price without assigning any reason.

12.5 The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, taxes, cess charges, wealth tax, taxes of all and any kind by whatever name called including Service Tax and VAT etc, 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 Project (in proportion to the Unit) or the Unit, as the case may be, as assessable/applicable from the date of application of the Applicant. If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Unit and the Company shall have lien on the Unit of the Applicant for the recovery of such charges.

12.6 Upon execution of the Buyers' Agreement, the terms and conditions, as set out in the Buyers' Agreement, shall supersede the terms and conditions as set out herein.

12.7 The Applicant understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant only upon his fully discharging all the obligations undertaken by the Applicant including payment of the entire sale consideration and other applicable charges/dues, as mentioned herein or in the Buyers' Agreement and only upon the registration of the conveyance/sale deed in his favour.

- 12.8** The Company reserves the right to transfer ownership of the Project "The Bungalows" in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant undertakes that he shall not raise any objection in this regard.
- 12.9** The Applicant 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 Unit in favour of the Applicant, which shall be executed and got registered after completion of the construction of the units within the stipulated period and upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant in respect of the Unit .
- 12.10** It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Unit, 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 Buyers' Agreement. Any refund, transfer of security, if provided in terms of the Buyers' Agreement, 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 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.
- 12.11** As only eligible persons are entitled to apply for the allotment of the unit, mere submission of an application form alongwith initial deposit shall not entitle the applicant to the allotment of a unit. Inadvertent inclusion of the name of ineligible applicant in the draw of lots shall not vest any right of allotment in the applicant and in case an applicant is found ineligible at any stage, the registration as well as allotment of the unit shall be cancelled.
- 12.12** All or any dispute arising out of or touching upon or in relation to the terms of this provisional allotment letter 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's Managing Director, shall hold the arbitration proceedings at the registered office of the Company in at 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 Chandigarh shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this application, regardless of the place of execution or subject matter of this application.
- 12.13** The Company reserves the right to withdraw/amend the scheme due to circumstances beyond its control.
- 12.14** Additions/over writings/cuttings in the application form must be initialed and dated by the applicant. Failure to do so shall render the application invalid.
- 12.15** The applicant must affix on the application form the LATEST PASSPORT SIZE PHOTOGRAPH.
- 12.16** Incomplete or defective or conditional applications are liable to be rejected. In case the requisite information is not furnished by filling in the necessary columns of the Application Form or if the necessary certificate is not furnished regarding the eligibility of the applicant; the application shall be deemed to be incomplete and rejected.

### **13. FINANCING THE UNIT**

- 13.1** The Company hereby authorizes and permits the Successful applicant/Allottee to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective plot or the receivables, if any, accruing or likely to accrue there from, subject to the prior written consent of the same by the Company in favor of the Allottee.
- 13.2** Upon the creating of such a charge of mortgage over the said plot by the Bank/financial institution, the Successful applicant/Allottee shall insure that a tripartite agreement is signed between the Company, the Bank/Financial institution and the Successful applicant/Allottee, wherein the Successful applicant/Allottee and the Bank are bound to deposit all pending payment due to the Company by the Successful applicant/Allottee as per the Payment Plan to this allotment letter alongwith applicable interest thereto. Only after the Successful applicant/Allottee has made full payment of the consideration amount due along with outstandings if any shall the Company execute the Conveyance Deed in favor of the Successful applicant/Allottee.
- 13.3** In case, the Successful applicant/Allottee pays the full and final consideration amount to the Company from it's own resources then it may apply for a loan on it's own from any financial institution. In this case, the signing of any tripartite agreement shall remain not necessary.

**DECLARATION**

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 Buyers' Agreement, which shall supersede the terms and conditions 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 Buyers' 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 Buyers' 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 Advance registration amount, 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 Unit applied for and/or provisionally/finally allotted to me/us in any manner whatsoever.

Yours faithfully,

**Date** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Sole/First Applicant**

**Place** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Second Applicant**

\_\_\_\_\_  
**Signature of Third Applicant**

## ANNEXURE - A

### SCHEDULE OF PAYMENTS

Basic (BSP)	As Applicable
External Development Charges (EDC)	As applicable (Note 1)
Down Payment Rebate	10% (On 95% of BSP Only)

#### DOWN PAYMENT PLAN (with 10% rebate on 95% of Basic BSP)

On Booking	As Applicable
Within 45 days of Allotment	95% of BSP including Booking Amount (Less Down Payment Rebate) + 100% PLC (if applicable) + 100% EDC
On Intimation of Possession	5% of BSP + IFMS + Stamp Duty + Registration Charges

#### INSTALLMENT - PAYMENT PLAN

Linked Stage	Payment
On Booking	Rs. 10 lacs
Within 30 Days of Booking	15% of BSP minus Booking Amount + 100% EDC
Within 3 Months of Booking	12% of BSP + 100% EDC
Within 6 Months of Booking	12% of BSP + 50% PLC*
Within 9 Months of Booking	12% of BSP
On Start of Ground Floor Roof Slab	12% of BSP
On Start of Plastering Work	12% of BSP + 50% PLC*
On Start of Flooring Work	10% of BSP
On Start of Painting Work	10% of BSP
On Intimation of Possession	5% of BSP + IFMS + Stamp Duty + Registration Charges

#### Notes:

- External Development Charges (EDC) are pro-rated per Unit as applicable to the site. In case of any upward revision in future by the Govt. agencies, the same would be recovered on pro-rata basis from the Applicant/Allottee.
- Down Payment Price shall be calculated taking rebate @ 10% on 95% of Basic BSP, which is subject to change without notice.
- Interest Free Maintenance Security (IFMS) Rs 50,000/- Unit.
- Stamp Duty/Registration Charges shall be payable along with the last installment based on prevailing rates.
- \*PLC – Preferential Location Charges(If applicable) are for Park Facing Location, Major Road Location, Corner Location
  - For 1 PLC: 7% of BSP of the unit.
  - For 2 PLC : 14% of BSP of the unit
  - For 3 PLC : 21% of BSP of the unit
- Service tax as applicable would be payable by customer as per demand.
- Prices subject to revision at the sole discretion of the Company.

## ANNEXURE - B

### Proposed Specifications\* for The Bungalows at Mohali Hills

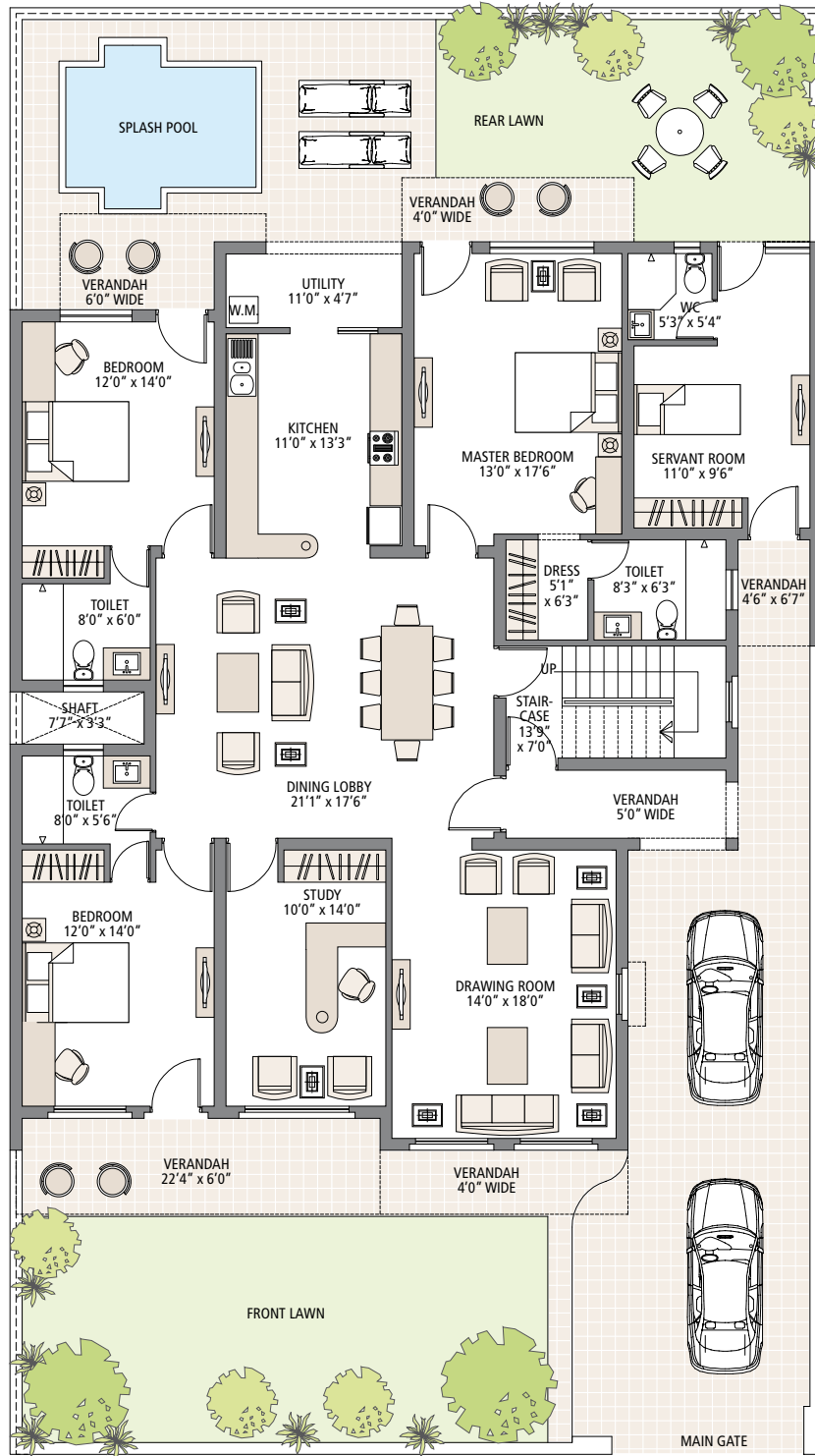
AREAS	WALLS	FLOOR	CEILING	DOORS	WINDOWS/ GLAZING	OTHERS	SWITCHES
LIVING ROOM/ DINING/ LOBBY/ FAMILY ROOM	INTERNAL WALLS PLASTERED AND OBD PAINT	VITRIFIED TILES	DRY DISTEMPER	INTERNAL DOOR: FLUSH DOOR SHUTTERS, EXTERNAL ALUMINIUM GLAZED DOORS. MAIN ENTRANCE DOOR. WOODEN FRAME WITH TEAK VENEERED DOOR SHUTTER	ALUMINIUM GLAZED WINDOW FRAMES AND SHUTTERS	-	MODULAR SWITCHES
MASTER BEDROOM	INTERNAL WALLS PLASTERED AND OBD PAINT	LAMINATED WOODEN FLOORING	DRY DISTEMPER	INTERNAL DOOR: FLUSH DOOR SHUTTERS, EXTERNAL ALUMINIUM GLAZED DOORS	ALUMINIUM GLAZED WINDOW FRAMES AND SHUTTERS	-	MODULAR SWITCHES
OTHER BEDROOM	OBD	VITRIFIED TILES	DRY DISTEMPER	INTERNAL DOOR: FLUSH DOOR SHUTTERS, EXTERNAL ALUMINIUM GLAZED DOORS	ALUMINIUM GLAZED WINDOW FRAMES AND SHUTTERS	-	MODULAR SWITCHES
KITCHEN	CERAMIC TILES & OBD	VITRIFIED TILES	DRY DISTEMPER	INTERNAL DOOR: FLUSH DOOR SHUTTERS, EXTERNAL ALUMINIUM GLAZED DOORS	ALUMINIUM GLAZED WINDOW FRAMES AND SHUTTERS	GRANITE COUNTER TOP WITH BACK SPLASH IN GRANITE, STAINLESS STEEL SINK	MODULAR SWITCHES
BALCONIES/ TERRACES	WEATHER PROOF PAINT	ANTI-SKID TILES	WEATHER PROOF PAINT	EXTERNAL ALUMINIUM GLAZED DOORS	-	-	MODULAR SWITCHES
MASTER TOILET	CERAMIC TILES	ANTI-SKID TILES	DRY DISTEMPER	INTERNAL DOOR: FLUSH DOOR SHUTTERS	ALUMINIUM GLAZED WINDOW FRAMES AND SHUTTERS	INDIAN CHINAWARE & CP FITTINGS, MARBLE COUNTER	MODULAR SWITCHES
OTHER TOILETS	CERAMIC TILES	ANTI-SKID TILES	DRY DISTEMPER	INTERNAL DOOR: FLUSH DOOR SHUTTERS	ALUMINIUM GLAZED WINDOW FRAMES AND SHUTTERS	INDIAN CHINAWARE & CP FITTINGS	MODULAR SWITCHES

## ANNEXURE "C" LAYOUT PLAN

# The Bungalows (500 sq. yds.)

Saleable Area: 2750 sq. ft.

3 Bedroom, 3 Bathroom, Study and Servant Room



Ground Floor

In the interest of maintaining high standards, all floor plans, layout plans, areas, dimensions and specifications are indicative and are subject to change as decided by the company or by any competent authority. Soft furnishing, furniture and gadgets are not part of the offering.

## **ANNEXURE “D”**

### **Documents to be submitted along with the application form**

#### **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:**

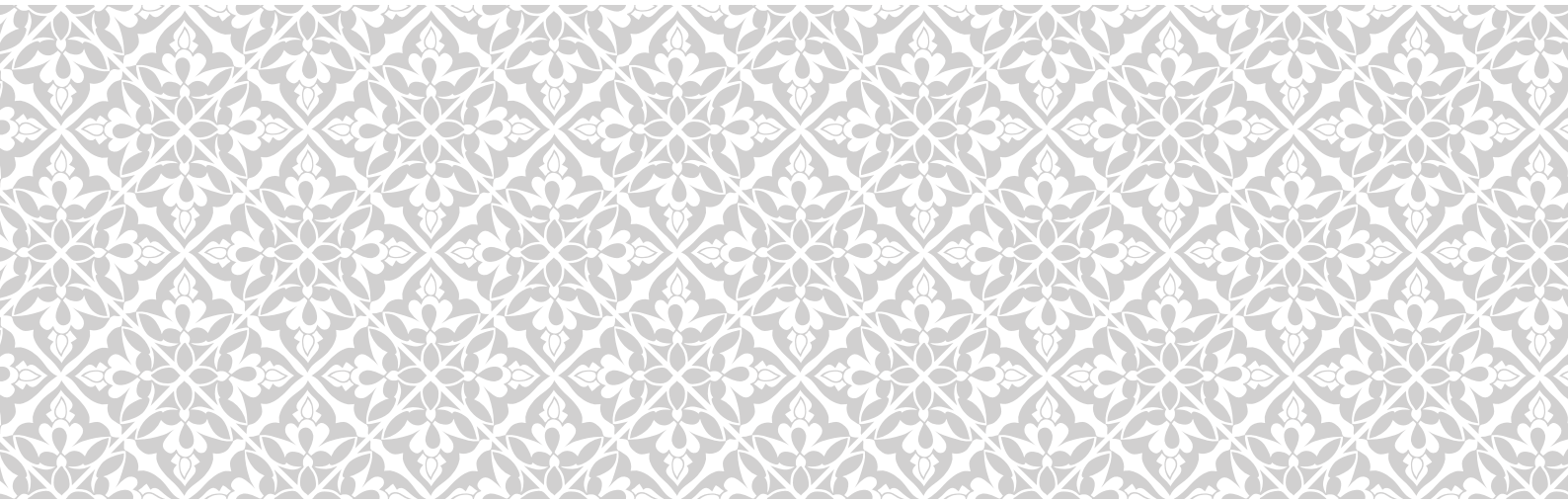
- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the company.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

#### **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.



**Emaar MGF Land Limited**

SCO 120-122, First Floor, Sector 17-C, Chandigarh 160 017

Tel.: (+91 172) 468 8888 Fax: (+91 172) 507 6144

**Registered Office**

ECE House, 28 Kasturba Gandhi Marg, New Delhi 110 001

Tel.: (+91 11) 4120 3444 Fax: (+91 11) 4152 4619



CREATING A NEW INDIA.

[www.emaarmgf.com](http://www.emaarmgf.com)