



the avenues

AT ESPLANADE

APPLICATION FOR ALLOTMENT OF A UNIT



the avenues

AT ESPLANADE

Address for Communication: Old No: 7A New No: 75, New Vaidhyathan Street, Tondiarpet, Chennai - 600081
Tel: (+91 44) 6462 5555. Website: www.emaarmgf.com

APPLICATION FOR ALLOTMENT OF A UNIT IN "THE AVENUES AT ESPLANADE".

Application No. _____

Date _____

Emaar MGF Land Limited
Old No,7A New No:75,
New Vaidhyathan Street,
Tondiarpet,
Chennai - 600081,

Dear Sirs,

I/We wish to register my/our Expression of Interest (hereinafter "**EOI**") for the provisional allotment of a residential unit (hereinafter "**Unit**"/"**Apartment**") in the residential project "**The Avenues at Esplanade**" situated at Old No: 7A, New No:75, New Vaidhyathan Street, Tondiarpet, Chennai - 600081 ("hereinafter the **Project**")

I/We hereby remit a sum of Rs. _____ (Rupees _____ only),
vide Cheque/No(s)/Demand Draft No(s) _____ dated _____ drawn on _____
_____ in favour of "**Emaar MGF Land Ltd.- Esplanade**" as the registration/booking amount.

I/We agree and understand that this application does not constitute or entitle me/us, to any definitive allotment or any agreement to sell and I/we do not become entitled to the provisional and/or final allotment of a Unit in the Project, notwithstanding the fact that Emaar MGF Land Limited (hereinafter **Emaar MGF/Company**) 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 Company has only filed applications for obtaining requisite statutory approvals for the Project and such approvals are yet to be received by the Company.

I/We further 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 project "**The Avenues at Esplanade**" 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 and undertake to pay all further installments towards 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 Agreement to Sell and the Construction Agreement (collectively the "**Buyer Agreements**"), as explained to me by Emaar MGF and fully understood by me /us.

I/We also agree to undertake to execute the Buyer Agreements and all other documents in the standard format provided by Emaar MGF without any objection of any nature whatsoever as and when necessary for allotment of the Unit in the Project 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 Buyer Agreements in the standard format provided by Emaar MGF and abide by the terms and conditions laid down therein.

I/We agree that the registration of EOI and subsequent allotment of Unit is at the sole discretion of Emaar MGF and in the event the Unit is not allotted to me/us for any reason whatsoever, I/we shall not raise any objection or claim damages and the booking 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 further undertake to sign and return the Buyer Agreements, together with all the annexures, and the amounts due and payable as set forth in the schedule of payments annexed herewith (“**Payment Schedule**”) within 7 (seven) working days post receipt of the same. If I/We fail to execute and deliver to the Company the Buyer Agreements, as stipulated above, I/we understand that my/our application shall be treated as cancelled and the Earnest Money (as defined in the Terms & Conditions hereinafter), paid/deposited by me/us with the Company shall stand forfeited without any notice/reminders.

I/We have read and understood the terms and conditions mentioned hereinabove and enclosed along with this application. Further, I unequivocally undertake to abide by the said terms and conditions.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

REGISTRATION DATE

REGISTRATION NO.

PERSONAL DETAILS

(All information to be filled in Block Letters)

1. SOLE OR FIRST APPLICANT

Mr./Ms./M/s _____
Son/Wife/Daughter of _____
Permanent Address _____

City _____ Pincode _____ State _____
Country _____ Tel. No. _____ Nationality _____

(i) Gender M/ F (ii) Status - Major / Minor (iii) DOB _____ (iv) Age _____ years (v) Marital Status _____
(vi) Occupation - Government Service Private service Self Employed professional Self Employed (Business/Industry)
 Others (vii) Residential status Resident/Non-Resident/Persons of Indian Origin (viii) Income Tax Permanent Account
No. _____ (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 _____
(copy enclosed) certified copy of the board resolution, and the Memorandum & Articles of Association.

Mailing address _____

City _____ Pin code _____ State _____

Tel. No. _____ Fax No. _____ Mobile _____ Email _____

Office/Business Name _____

Office Tel. No. _____ Email _____

2. SECOND OR JOINT APPLICANT

Mr./Ms./M/s _____
Son/Wife/Daughter of _____
Permanent Address _____

City _____ Pincode _____ State _____
Country _____ Tel. No. _____ Nationality _____

(i) Gender M/ F (ii) Status - Major / Minor (iii) DOB _____ (iv) Age _____ years (v) Marital Status _____
(vi) Occupation - Government Service Private service Self Employed professional Self Employed (Business/Industry)
 Others (vii) Residential status Resident/Non-Resident/Persons of Indian Origin (viii) Income Tax Permanent Account
No. _____ (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 _____
(copy enclosed) certified copy of the board resolution, and the Memorandum & Articles of Association.

Mailing address _____

City _____ Pin code _____ State _____

Tel. No. _____ Fax No. _____ Mobile _____ Email _____

Office/Business Name _____

Office Tel. No. _____ Email _____

3. DETAILS OF THE APARTMENT REQUIRED AND PROVISIONAL REGISTRATION

Type _____ (2 Bedroom/3 Bedroom) Super built up Area of Apartment _____ Square Feet

Tentative Apartment No. _____ Building/Block No. _____ Floor _____

No of Car Park _____ Covered Open

4. SALE PRICE OF SUPER BUILT UP AREA

Rate/Sft: _____ Car Park Charge Rs. _____ Total Sale Price Rs. _____ (Base Price including Car Park)

Other Charges (approx) (Water/Electricity/Maintenance Fee/Operation Corpus Fund/Registration & Stamp Duty/VAT & Service Tax*)

_____ Total Cost of Apartment Rs. _____ (Including Approximate Other Charges)

* Other charges are approximate and will be charged based on actuals.

5. REGISTRATION FEE

Registration Fee Paid : Rs. _____/-

Payment Details

Instrument Type : Cheque Demand Draft Wire/Funds Transfer

Cheque/Demand Draft No. : _____

Dated : _____

Drawn in Favor of : **M/s. Emaar MGF Land Ltd –Esplanade**, payable at Chennai

Bank Details : _____

* Allotment to Non residents and Persons of Indian Origin shall be subject to laws of Republic of India.

* For Non-Residents/Persons of Indian Origin, all remittances, acquisition / transfer of the said Apartment and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.

6. PAYMENT SCHEDULE

- | | |
|--|-----------------------------|
| 1. On Booking | 10% of the Total Sale Price |
| 2. Within 30 days from the date of booking (PDC) | 10% of the Total Sale Price |
| 3. Within 90 days from the date of booking (PDC) | 10% of the Total Sale Price |
| 4. On Completion of Stilt Floor Roof Slab | 10% of the Total Sale Price |
| 5. On Completion of Second Floor Roof Slab | 10% of the Total Sale Price |
| 6. On Completion of Fourth Floor Roof Slab | 15% of the Total Sale Price |
| 7. On Completion of Sixth Floor Roof Slab | 15% of the Total Sale Price |
| 8. On Completion of Final Floor Roof Slab | 10% of the Total Sale Price |
| 9. On Completion of Flooring | 5% of the Total Sale Price |
| 10. On Intimation of Possession | 5% of the Total Sale Price |

Note:

- Prices are subject to revision at the sole discretion of the Company.
- Total Sale price = (Rate/Sft* Multiplied by the Super Built Up Area of the Apartment plus Cost of Car Park)
- Operation Corpus fund Rs.200000/- payable along with the amount due on Intimation of Possession.
- Registration Fee and Stamp Duty charge are payable at actual at the time of Registration of Sale Deed based on the prevailing rates.
- TNEB, CMWSSB charges (charged on a per Sft basis*) will be paid by the Purchaser along with the amount due on Intimation of Possession at the prevailing rates.
- Service Tax is payable at actual along with each payment (Service Tax is currently not collected from customers, however if applicable has to be paid on demand).

* Sft Rates are applicable on the Super Built up Area of apartment.

Source of Fund Own Funding Bank Funding

TERMS & CONDITIONS

- The Terms and Conditions given below are only indicative to enable the Applicant(s) to acquaint himself/herself with the terms and conditions as will be comprehensively set out in the Buyer Agreements 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 Buyer Agreements shall prevail.
- The Applicant(s) 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 the area in general and this Project in particular, which have been understood by the Applicant(s).
- The Applicant(s) admits and acknowledges that he/she/they has/have seen the relevant documents/papers and is/are 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(s) represents that he/she/they have fully satisfied himself/herself/themselves and undertakes that he/she/they will not raise any objection with respect to the same at any point of time.
- The Applicant(s) understand that it is mandatory to fill in all the information fields of the Registration Form. Incomplete Registration Forms shall not be processed for allotment.
- On booking, the Applicant(s) shall pay the Developer a sum equivalent to 10% of the Total Sale price as the Booking/Registration Fee. Simultaneously, the Applicant(s) shall issue 2 (two) post dated cheques, dated respectively, 30 (thirty) and 90 (ninety) days from the date of booking for an additional 20% (10% each) of the total sale price. Failure to pay the additional amounts as stated above shall result in forfeiture of the Booking Amount paid. A sum equivalent to 10% (ten percent) of the total sale price of the Unit shall be considered as “**Earnest Money**” paid by the Applicant(s).
- The Developer reserves the right to accept or reject any ‘Expression of Interest’ upon scrutiny at its sole discretion without assigning any reason whatsoever. The payment of Booking/Registration Fee does not confirm or convey allotment to the Applicant(s).
- In the event the Registration Form is rejected for any reason whatsoever, a Non-Acceptance Letter shall be issued to the Applicant(s) and the Booking Fees paid shall be refunded, without any Interest, within 30 days from the date of such letter.
- The Developer on acceptance of the Registration form, realization of 30% of the total sale price and after obtaining necessary statutory approvals shall issue to the Applicant(s) the Allotment Letter and the Buyer Agreements. If the necessary statutory approvals are already obtained then the Developer will issue the Allotment Letter and the Buyer Agreements immediately on receipt of Registration Form and realization of 20% of the total sale price from the Applicant(s).
- The Applicant(s) shall execute the Buyer Agreements within 7 (seven) working days from the date of receipt of the same. Failure to do so shall result in automatic cancellation of the allotment along with forfeiture of the Earnest Money, towards damages for loss of business opportunity and administrative expenses.
- The Applicant(s) upon executing the Buyer Agreements and adhering to the Payment Schedule stated therein and upon completion of construction of the Apartment shall become eligible for execution of a Sale Deed in his/her/their favor. In the event of default in the payments as per the Payment Schedule of the Buyer

Agreements, the Applicant(s) shall be bound by the default terms as per the Buyer Agreements. At the time of Sale Deed registration the Applicant(s) shall execute and register themselves as Members of the **"THE ESPLANADE"** Apartment Owners Association and be bound by the Rules, Regulations and Byelaws therein. The Applicant(s) upon full and final payment of the Total Sale Price and other due payments shall be provided a Completion and Occupancy Certificate (whenever received from the issuing authority) along with physical possession of the Apartment as per the date of handover mentioned in the Buyer Agreements.

11. In the event the Applicant(s) choose/s to cancel the Expression of Interest / Buyer Agreements or booking or surrender the Unit allotted to him /her/it/them or is in breach of any terms & conditions specified herein and/or the Buyer Agreements, including but not limited to send the duly signed copy of Buyer Agreements within the stipulated period, the Company will be released and discharged of all liabilities and obligations under this Expression of Interest and/or Buyer Agreements and the Company at any stage shall have the right to resell the Unit and the car parking space to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit as if this Expression of Interest and/or Buyer Agreements had never been executed. On happening of such event, the Company will refund to the Applicant(s) the amount paid by the Applicant(s), without any Interest after forfeiting the Earnest Money and any other amounts of non-refundable nature paid by the Applicant(s). The Applicant (s) agree/s that in case of such cancellation refund shall be made only after realization of such refundable amount on further sale/resale of the Unit to any other party.
12. Time is of the essence with respect to the Applicant's obligations set out in the EOI/Buyer Agreements, viz., to pay the sale price along with other payments such as stamp duty, registration charges, VAT, Service Tax etc and to perform and observe the other obligations of the Applicant(s), which will have to be paid/complied with on or before stipulated dates or as and when demanded by the Company, as applicable. The Company in case of breach by the Applicant(s), may, in its sole discretion, and without prejudice to its right to terminate this EOI/Buyer Agreements, instead seek specific performance of the EOI/Buyer Agreements. In such a case, the possession of the Unit will be handed over to the Applicant(s) only upon the payment, by the Applicant(s), of all outstanding dues, penalties etc., along with interest at the rate of 24% (Twenty Four percent) p.a. from the date the payment is due till the date of payment.
13. Any Request for change in choice of Apartment(s) is strictly subject to availability and in any case is subject to the absolute discretion of the Developer. The Developer is entitled to reject any such requests without assigning reasons.
14. The Allotment is non-transferable other than to immediate family members. The term "Family" shall mean an individual who is the applicant, his/her spouse and children. The Developer however reserves the right to permit Applicant (s) transfer and/or assign allotment of Apartment(s) to third parties subject to the following terms and conditions, such as without limitation, payment of minimum of 50% of Total Sale Price or dues as on date, whichever is higher along with applicable Transfer Fee and all other incidental expenses such as Stamp Duty fee, Documentation fee, Administration Fee, etc., in execution of the Transfer Documentation.
15. The Applicant(s) shall bear all the statutory Stamp Duty, Registration Charges, VAT and Service Tax (if applicable) with reference to the sale of the Apartment(s) in the Project.
16. The allotment of the Apartment(s) shall be subject to conditions in as much as the characteristics and homogeneity of the Project should not be destroyed. The Developer should have control over all the common amenities, so that these facilities should be made available to other Allottee(s) in a reasonable and equitable manner. The Developer has the exclusive right, directly or through third parties to "Develop" and "Operate" the Residential Community "THE ESPLANADE (and THE AVENUES AT ESPLANADE)" including the Apartment, Club House and other amenities or facilities
17. Any notice shall be sufficiently given if it is in writing and sent by registered post/ courier/ e mail to the respective address / email id mentioned herein above or such other address as may be subsequently notified by the Developer and or Applicant (s)/ Allottee (s) in writing. Every such notice shall be deemed to have been given or made on the day on which such notice ought to have been delivered in due course of postal / telegraphic / electronic mail communication. In proving the service of any such notice it shall be sufficient to prove that it was duly addressed and posted or transmitted as aforesaid.
18. The Applicant(s) herein agree that the Plans, Designs, Specifications, Super Built Up Areas, Apartment Numbers are tentative and the same are subject to alterations, modifications as the Developer may consider necessary or as directed by the Competent Authority or Architect. The Applicant(s) therefore agrees and confirms that he/she has/shall have no objection in the event the Company intends to increase the proposed number of floors in one or more building(s) in the Project and increase or reduce the area of any individual unit, and that the Company is fully entitled to do so after seeking the necessary approvals and permissions for the same from the Competent Authority.
19. 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 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, after the provisional/final allotment, is unable to deliver the Unit, the Applicant(s) confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant(s) shall not raise any dispute or claim whatsoever in such circumstances.
20. The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/ securitization of his/her/their respective Unit or the receivables, if any, accruing or likely to accrue there from subject to the Unit being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant(s). The Company/financial institution/ bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Project. In case of the Applicant(s), who has opted for long-term installment payment plan arrangement with any financial institutions/banks, the conveyance/sale deed of the Unit in favour of the Applicant(s) shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/banks.
21. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Apartment, it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under Registration Form. Any refund, transfer or security, if provided in terms of transfer of the Apartment shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.
22. The Applicant(s) understands and agrees that in the event of any failure to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, the Applicant(s) shall be liable for action under the Foreign Exchange Management Act, 1999, as amended from time to time. The Developer accepts no responsibility in this regard and the Applicant(s) agrees to keep the Developer fully indemnified for any harm or injury to it for any reason whatsoever in this regard.
23. It is specifically agreed and understood by the Applicant(s) that the Developer may, at its sole discretion, decide not to allot, any or all Apartment/s to anybody or altogether decide to put, at abeyance, the project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the Registration Form and receipt of initial registration fee being received by the Developer from the Applicant(s). Further, the Provisional and/or Final Allotment of the Apartment is entirely at the discretion of the Developer and the Developer has a right to reject any provisional and/or Final Allotment without assigning any reasons thereof.
24. The provisional allotment of the Unit as well as the allotment thereafter of the Unit shall be subject to Force Majeure events 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 Unit or the Company is unable to deliver possession of the Unit 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, the Company shall be entitled to a reasonable extension of the time for delivery of possession of the Unit. The Applicant(s) 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(s) shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the amounts received from the Applicant(s).
25. The Terms and Conditions will be governed and construed under the Laws of India. Any dispute, difference or claim arising out of or in connection with this Registration Form shall be referred to Arbitration by a Sole Arbitrator to be appointed by the Developer, the Arbitration to be conducted in accordance with the Arbitration and Conciliation Act 1996, or any amendments or any re-enactments thereof. The venue of such Arbitration will be at Chennai. Subject to Arbitration, the Registration Form including the terms and conditions shall be unconditionally and irrevocably submitted to exclusive jurisdictions of the Courts at Chennai.

7. DECLARATION

I/We declare that the Registration Form has been issued on our request, information for all the fields in the Registration Form have been completed true to our knowledge.

I/We have fully read, understood the Terms & Conditions mentioned above and agree to abide by the same without any reservation from time to time.

I/ We further declare that I/We explicitly understand and agree to the following clauses mentioned below:

1. All areas mentioned refer to Super Built Up Area, unless explicitly stated otherwise. Super Built Up Area of an apartment is the sum of Carpet Area of the apartment plus Wall Area of the apartment plus Proportionate Share in Common Areas including club house area.
2. In case of Joint Applicants all communication shall be sent to the First Applicant in the registration form.
3. In the event the Applicant(s) fails to perform his/her/their obligations or non fulfillment of all/any of the terms and conditions set out in this application the Applicant(s) hereby authorize the company to forfeit the Earnest Money, along with any other amounts of non-refundable nature.

I/We request that this completed Registration Form shall be considered as a 'Request for Allotment' for the 2 Bedroom / 3 Bedroom Apartment(s) in the proposed Residential Community **"The Avenues at Esplanade"**.

Yours faithfully,

Signature of Sole/First Applicant

Signature of Second Applicant

Date: _____

Place: _____

FOR OFFICE USE ONLY

Application: Accepted/ Rejected

Provisional Registration of Apartment

Mode of Booking _____ Direct Broker Referral

Name of Sales Executive/Broker/Referrer _____ Referrer/Broker ID (if avl) _____

Special Instructions / Remarks

Customer ID _____ If Existing Customer, Previous Apartment # _____

Reservation ID _____

Booking ID _____

On behalf of Emaar MGF Land Ltd,

Authorized Signatory _____

Signature of the Sales Executive/Broker _____

Date: _____

Date: _____

Source: _____

Broker Seal

BROKER ACKNOWLEDGEMENT FORM (Tear off Form)

Registration Form No: _____

Application: Accepted/ Rejected

Customer Name: _____

Customer ID: _____

Apartment No: _____

Date of Sale: _____

Checked & verified by, on behalf of EMAAR MGF Land Ltd., _____

Date: _____

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-parcenor'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.

POINTS DISCUSSED AND AGREED



CREATING A NEW INDIA.

Emaar MGF Land Limited

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New Delhi 110 001

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