

# Application Form



**BEAU MONDÉ**  
LUXURY RESIDENCES



## INSTRUCTIONS FOR FILLING UP THE APPLICATION FORM

ALL PAGES OF THE APPLICATION MUST BE SIGNED BY ALL THE APPLICANT/S AT THE DESIGNATED SPACES.  
ALL DOCUMENTS TO BE SUBMITTED MUST BE SELF ATTESTED.

### LIST OF DOCUMENTS TO BE SUBMITTED BY THE APPLICANT AND ANNEXED TO THIS APPLICATION FORM

#### BY ALL THE APPLICANT/S

- (i) Application Money CHEQUE / DEMAND DRAFT / PAY ORDER drawn in favor of 'M2K PROJECTS LLP' payable at par at Delhi NCR;
- (ii) Copy of the PAN CARD of each Applicant/s [or Form 60 where the Applicant/s does not hold the PAN Card]
- (iii) 2 nos. of self attested passport size photograph of all the Applicant/s and/or all the Signatories of the Application;
- (iv) Specimen Signature of all the Applicant/s and/or all the Signatories of the Application, duly attested by Banker;
- (v) Declaration of Residential Status of all the Applicant/s alongwith the documentary evidence in respect thereof; [in the specimen format attached in the Application]

#### IN CASE THE APPLICANT IS AN INDIVIDUAL / HUF

- (vi) Valid and subsisting PHOTO IDENTITY PROOF of the Applicant/s; [PASSPORT / AADHAAR CARD / VOTER ID CARD / DRIVING LICENSE]
- (vii) Valid and subsisting ADDRESS PROOF of the Applicant/s; [PASSPORT / RATION CARD / VOTER ID CARD / DRIVING LICENSE / LATEST ELECTRICITY / TELEPHONE BILL / BANK STATEMENT]
- (viii) LIST OF MEMBERS [in case of HUF]
- (ix) Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF;

#### IN CASE THE APPLICANT IS A COMPANY

- (vi) Certified true copy of the CERTIFICATE OF INCORPORATION;
- (vii) Certified true copy of the BOARD RESOLUTION authorizing the representative to sign this Application Form;
- (viii) Certified true copy of the MEMORANDUM OF ASSOCIATION and the ARTICLES OF ASSOCIATION of the Applicant Company
- (ix) LIST OF DIRECTORS;
- (x) Valid and subsisting PHOTO IDENTITY PROOF of the authorized representative; [PASSPORT / AADHAAR CARD / VOTER ID CARD / DRIVING LICENSE]
- (xi) Valid and subsisting ADDRESS PROOF OF THE COMPANY; [LATEST ELECTRICITY / TELEPHONE BILL / BANK STATEMENT]
- (xii) Valid and subsisting ADDRESS PROOF of the authorized representative; [PASSPORT / RATION CARD / VOTER ID CARD / DRIVING LICENSE / LATEST ELECTRICITY / TELEPHONE BILL / BANK STATEMENT]

#### IN CASE THE APPLICANT IS A PARTNERSHIP FIRM

- (vi) Certified true copy of the PARTNERSHIP DEED;
- (vii) AUTHORIZATION LETTER / POWER OF ATTORNEY authorizing the representative to sign this Application Form;
- (viii) Valid and subsisting PHOTO IDENTITY PROOF of the authorized representative; [PASSPORT / AADHAAR CARD / VOTER ID CARD / DRIVING LICENSE]
- (ix) Valid and subsisting ADDRESS PROOF of the authorized representative; [PASSPORT / RATION CARD / VOTER ID CARD / DRIVING LICENSE / LATEST ELECTRICITY / TELEPHONE BILL / BANK STATEMENT]

#### IN CASE THE APPLICANT IS A TRUST

- (vi) Certified true copy of the TRUST FORMATION / TRUST DEED;
- (vii) AUTHORIZATION LETTER / POWER OF ATTORNEY authorizing the representative to sign this Application Form;
- (viii) Valid and subsisting PHOTO IDENTITY PROOF of the authorized representative; [PASSPORT / AADHAAR CARD / VOTER ID CARD / DRIVING LICENSE]
- (ix) Valid and subsisting ADDRESS PROOF of the authorized representative; [PASSPORT / RATION CARD / VOTER ID CARD / DRIVING LICENSE / LATEST ELECTRICITY / TELEPHONE BILL / BANK STATEMENT]

The LLP reserve its right to seek and the Applicant/s shall provide any other information, clarification or document as may be required by the LLP as per applicable laws or to substantiate or clarify any information provided in this Application.

In case any person holding a valid Power of Attorney executed by the Applicant/s is signing this Application Form for and on behalf of the Applicant/s, a certified true copy of such Power of Attorney shall be submitted with the Application.

**APPLICATION FOR PROVISIONAL ALLOTMENT OF ONE RESIDENTIAL APARTMENT IN YOUR GROUP HOUSING PROJECT  
"M2K BEAU MONDE" SITUATED AT SECTOR - 104, GURGAON, HARYANA**

Dear Sir(s)

I / We (hereinafter referred to as the "Applicant/s") understand that M/s. M2K Projects LLP (hereinafter referred to as the LLP) is managing and marketing a Residential Group Housing Project under the name and style of "M2K BEAU MONDE" situated within the revenue estates of village Dhanwapur, Sector - 104, District Gurgaon, Haryana (hereinafter referred to as the "Project / Complex").

I / We hereby apply for provisional allotment of one residential apartment in your said Project as per the details mentioned in this Application and the annexed Payment Plan (hereinafter referred to as the said "Allotment / Apartment").

I / We hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide account payee Cheque / Demand Draft / Pay Order nos. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank in favour of M/s. M2K Projects LLP being the Application Money, which may please be treated as part of Earnest Money against provisional allotment of the said Apartment.

I / We agree that this Application is a mere request or expression of interest for the provisional allotment of an apartment in the said Project. The LLP reserves the right to accept or refuse this Application. This Application neither constitutes any binding contract nor any Agreement to Sell in favour of the Applicant/s nor the receipt of any amounts paid with this Application amounts to any acceptance of the Application and consequent allotment of any Apartment in favour of the Applicant/s. The receiving / acceptance of this Application by the LLP per se does not create any right or interest of any nature of the Applicant/s in the said Allotment / Apartment / Project.

I / We understand that this Application is for provisional earmarking of an Apartment to me / us in the said Project and in no way can be construed as a final allotment. I / We agree that the Tower Number, Floor Number and Apartment Number as may be provisionally allotted to me / us on acceptance of my Application by the LLP shall be final, binding and acceptable to me / us and I / we shall not object to the same. I / We agree that my / our expression of interest in the said Allotment / Apartment shall become definitive only after the due acceptance of the same by the LLP in writing and shall be subject to the terms and conditions laid down by the LLP as a condition precedent to such acceptance. I / We understand that payment of installment to the LLP on time in tune with the payment plan / on demand shall be the essence of allotment.

In the event of the LLP deciding to provisionally allot me / us an Apartment in the said Project, I / we agree to pay all installments of Sale Consideration and Other Charges & taxes as stipulated in this Application & the Payment Plan and / or the Apartment Buyers Agreement and I / we agree to sign and execute the Apartment Buyers Agreement, Maintenance Agreement, etc. in the LLP's standard format and further I / we shall be bound by those documents and any other related documents, as and when desired by the LLP. I / We agree to abide by the terms and conditions of this Application signed by me / us as an acknowledgement.

I / We have fully satisfied myself / ourselves about the interest and entitlement of the LLP in the Project and title of the land on which the Project is being developed. I / We have fully gathered from the LLP and understood detailed information and documents relating to the Project including statutory clearances, approvals, permissions from concerned authorities in relation thereto and after completely satisfying myself / ourselves about all aspects of the Project and after carrying out my / our independent investigations and due diligence and after a careful consideration of all facts, terms and conditions, I / we am / are signing and submitting this Application.

Notwithstanding anything contained in this Application, I / we understand that this Application will be considered as valid, enforceable and proper for provisional allotment of an Apartment in the said Project only on realization of the Application Money tendered with this Application.

I / We the undersigned do hereby declare that my / our Application is irrevocable and the enclosed particulars / information are true and correct to the best of my / our knowledge and no material facts have been concealed therefrom. I / We agree, understand and acknowledge that if this Application is incomplete or deficient in any respect or any documentation is misleading or incomplete or any information provided herein is otherwise incorrect and erroneous, the LLP reserves the right to reject this Application and refund the Application Money without any interest.

I / We hereby confirm that I / we understand the provisions of various laws in respect of this Application and the Project and unconditionally and without qualification agree to abide by the terms and conditions of this Application and comply with the provisions of such laws especially the Haryana Development and Regulation of Urban Area Act, 1975, the Haryana Apartment Ownership Act, 1983 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and the rules made thereunder, as amended from time to time, as are applicable to the Project and shall not claim ignorance or lack of understanding of the same as a defense against any difference or dispute that may arise, if any, in relation to this Application and the Project at any time.

I / We have carefully read and understood the provisional terms and conditions in relation to the Apartment as contained herein and understand that they are indicative of the terms and conditions as contained in detail in the Apartment Buyers Agreement to be executed in due course vis-à-vis allotment of the said Apartment. I / We have signed this Application accepting the terms and conditions thereof and shall abide by the same and further I / we agree and undertake to sign the Apartment Buyers Agreement and other document/s in the LLP's standard format as and when stipulated by the LLP. I / We acknowledge that it is only upon encashment of the enclosed cheque / draft / pay order of Application Money, my / our Application will be considered for provisional allotment. I / We declare that in case of non-allotment of provisional Apartment by the LLP for any reason, my / our claims shall be

Sole / First Applicant

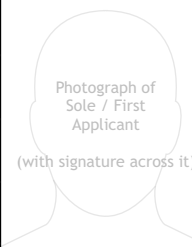
Second Co-Applicant, if any

Third Co-Applicant, if any

limited only to the extent of refund of the amount deposited by me / us with the LLP alongwith this Application without any interest, compensation or damages whatsoever. I / We further declare and confirm that I / we shall have no claim against the LLP for non-allotment and / or withdrawal of the allotment for any reason whatsoever.

I / We further understand that the expression “allotment” wherever used in this Application shall always mean provisional allotment and will remain so, until the Sale Deed for the transfer of the Apartment is executed.

My / our particulars for all intents and purposes are as mentioned hereinafter:

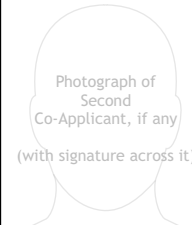
1. SOLE / FIRST APPLICANT		
Title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> M/s. <input type="checkbox"/>	 <p>Photograph of Sole / First Applicant (with signature across it)</p>
Name		
Father / Husband / Karta's Name		
Date of Birth / Incorporation		
Applicant Type	Individual <input type="checkbox"/> HUF <input type="checkbox"/> Firm <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/>	
Nationality		
Residential Status	Indian Citizen Resident in India <input type="checkbox"/> Person of Indian Origin, being citizen of ..... <input type="checkbox"/> NRI, residing in .....since ..... <input type="checkbox"/> Citizen of ....., resident in India <input type="checkbox"/>	
Documentary evidence in respect of Residential status declared as above		
Profession	Public Sector <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> Other Professional <input type="checkbox"/>	
Income Tax Permanent Account Number (PAN)		
Residence / Mailing Address	<div></div> <div></div> <div></div> <div></div> <div>CITY: STATE: PIN CODE:</div>	
Residence Phone Number		
Mobile Number		
Email ID		
Office Name		
Office Address		
Office Phone Number		
Office Fax Number		
Name of the Power of Attorney Holder (PAH), if any		
Address of the PAH, if applicable	<div></div> <div></div> <div></div> <div>CITY: STATE: PIN CODE:</div>	
PAH Residence Phone No., if applicable		
PAH Mobile No., if applicable		
PAH Fax No., if applicable		
PAH Email ID, if applicable		

Sole / First Applicant

Second Co-Applicant, if any

Third Co-Applicant, if any

## 2. SECOND Co-APPLICANT


Title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> M/s. <input type="checkbox"/>	
Name		
Father / Husband / Karta's Name		
Date of Birth / Incorporation		
Applicant Type	Individual <input type="checkbox"/> HUF <input type="checkbox"/> Firm <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/>	
Nationality		
Residential Status	Indian Citizen Resident in India <input type="checkbox"/> Person of Indian Origin, being citizen of ..... <input type="checkbox"/> NRI, residing in .....since ..... <input type="checkbox"/> Citizen of ....., resident in India <input type="checkbox"/>	
Documentary evidence in respect of Residential status declared as above		
Profession	Public Sector <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> Other Professional <input type="checkbox"/>	
Income Tax Permanent Account Number (PAN)		
Residence / Mailing Address	_____ _____ _____ CITY: STATE: PIN CODE:	
Residence Phone Number		
Mobile Number		
Email ID		
Office Name		
Office Address		
Office Phone Number		
Office Fax Number		
Name of the Power of Attorney Holder (PAH), if any		
Address of the PAH, if applicable	_____ _____ CITY: STATE: PIN CODE:	
PAH Residence Phone No., if applicable		
PAH Mobile No., if applicable		
PAH Fax No., if applicable		
PAH Email ID, if applicable		

Sole / First Applicant

Second Co-Applicant, if any

Third Co-Applicant, if any

### 3. THIRD Co-APPLICANT

Title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> M/s. <input type="checkbox"/>	 <p>Photograph of Third Co-Applicant, if any (with signature across it)</p>
Name		
Father / Husband / Karta's Name		
Date of Birth / Incorporation		
Applicant Type	Individual <input type="checkbox"/> HUF <input type="checkbox"/> Firm <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/>	
Nationality		
Residential Status	Indian Citizen Resident in India <input type="checkbox"/> Person of Indian Origin, being citizen of ..... <input type="checkbox"/> NRI, residing in .....since ..... <input type="checkbox"/> Citizen of ....., resident in India <input type="checkbox"/>	
Documentary evidence in respect of Residential status declared as above		
Profession	Public Sector <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> Other Professional <input type="checkbox"/>	
Income Tax Permanent Account Number (PAN)		
Residence / Mailing Address	_____ _____ _____ CITY: STATE: PIN CODE:	
Residence Phone Number		
Mobile Number		
Email ID		
Office Name		
Office Address		
Office Phone Number		
Office Fax Number		
Name of the Power of Attorney Holder (PAH), if any		
Address of the PAH, if applicable	_____ _____ CITY: STATE: PIN CODE:	
PAH Residence Phone No., if applicable		
PAH Mobile No., if applicable		
PAH Fax No., if applicable		
PAH Email ID, if applicable		

Sole / First Applicant

Second Co-Applicant, if any

Third Co-Applicant, if any

APARTMENT PARTICULARS & SALE CONSIDERATION			
Apartment Particulars: (Provisional)	Accommodation Type: 3 BHK <input type="checkbox"/> 3 BHK + SR <input type="checkbox"/> 4 BHK +SR <input type="checkbox"/> 6 BHK Penthouse <input type="checkbox"/>		
	Tower No.:		Floor No.:
	Apartment No.:		
	Tentative Sale Area (in sq.ft.):		Tentative Apartment Area(in sq.ft.):
Gross Basic Sale Price (BSP):	Rs. _____ @ Rs. _____ per sq.ft.of Sale Area		
Preferential Location Charges(PLC) as % of Gross BSP, if applicable:	Ground Floor PLC @ 10%		<input type="checkbox"/>
	1st to 3rd Floor PLC @ 5%		<input type="checkbox"/>
	4th to 6th Floor PLC @ 4%		<input type="checkbox"/>
	7th to 9th Floor PLC @ 3%		<input type="checkbox"/>
	Private Lawn PLC @ 5%		<input type="checkbox"/>
	Central Green Facing PLC @ 5%		<input type="checkbox"/>
	3 Side Green Facing PLC @ 3%		<input type="checkbox"/>
	Community Building (Club) / Pool Facing PLC @ 3%		<input type="checkbox"/>
	Green Facing PLC @ 2%		<input type="checkbox"/>
	Corner Unit PLC @ 1%		<input type="checkbox"/>
	Total Applicable PLC: _____ % i.e. Rs. _____		
Car Parking Bay Charges	Rs. _____ for _____ No. Covered Car Parking Bay at Basement @ Rs. 4,25,000/- per Bay Rs. _____ for _____ No. Open Car Parking Bay at Surface / Ground @ Rs. 3,75,000/-per Bay Note: Minimum 2 Car Parking Bays for 3 BHK & 3 BHK + SR, 3 Car Parking Bays for 4BHK + SR & 4 Car Parking Bays for 6 BHK Penthouse is compulsory		
Other Charges & Taxes as applicable, payable as per Payment Plan and / or on demand			
Payment Plan opted:	Construction Linked Payment Plan <input type="checkbox"/> Down Payment Plan <input type="checkbox"/>		
Finance from Financial Institution	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Mode of Booking	Direct <input type="checkbox"/> Channel Partner <input type="checkbox"/>		
<b>CHANNEL PARTNER DETAILS, IF APPLICABLE</b>			
Channel Partner Particulars			
Channel Partner Unique ID No.			
Application / Allotment Detail			
CHANNEL PARTNER SEAL & SIGNATURE:	I / We further confirm that this Application is submitted through the above Channel Partner.		
	SOLE / FIRST APPLICANT SIGNATURE	SECOND CO APPLICANT SIGNATURE	THIRD CO APPLICANT SIGNATURE

Sole / First Applicant

Second Co-Applicant, if any

Third Co-Applicant, if any

**INDICATIVE TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF AN APARTMENT IN THE PROJECT  
“M2K BEAU MONDE”**

1. The Applicant/s has submitted this Application for provisional allotment of an Apartment in the Residential Group Housing Project “M2K BEAU MONDE” situated within the revenue estates of village Dhanwapur, Sector 104, District Gurgaon, Haryana (hereinafter referred to as “Complex” or “Project”) being managed and marketed by M/s. M2K Projects LLP (hereafter referred to as the LLP) with his / their full knowledge and satisfaction of all laws, notifications, terms and conditions, rules and regulations, etc. applicable to the said Apartment and the said Project. That M/s. Sadan Realtech Pvt. Ltd. (the Land Owner / Developer) has obtained License No. 98 of 2012, from the Director Town & Country Planning, Chandigarh, to develop / construct a Multistoried Group Housing Project (the Project) on the plots of land as described in the said license (the Project Lands). That pursuant to inter se arrangement between the LLP and the Land Owner, the LLP has obtained the management and marketing rights from the Land Owner in respect of the said Project.
2. The Applicant/s agrees that this Application so submitted by him / them is a mere request and / or expression of interest for provisional allotment of an Apartment in the Project. The LLP reserves the right to accept or refuse this Application. This Application neither constitutes any binding contract nor any Agreement to Sell in favour of the Applicant/s nor the receipt of any amounts paid with this Application amounts to any acceptance of this Application and consequent allotment of any Apartment in favour of Applicant/s. This Application per se does not create any right or interest of any nature whatsoever of the Applicant/s in the Apartment / Project. The Applicant/s shall comply with all terms, conditions and obligation of payments and other requisites as provided herein and that may be provided in the standard Apartment Buyers Agreement. The Applicant/s is signing all the pages of this Application in token of his / their acceptance of the same.
3. The LLP shall be entitled to accept or reject this Application at its sole and absolute discretion. In case, the LLP is unable to provisionally allot any Apartment within 03 months from the date of encashment of Application Money cheque / demand draft / pay order as tendered with this Application, due to any reason whatsoever, in that eventuality, dispatch of refund of the Application Money by account payee cheque by the LLP in favour of Applicant/s shall be the complete discharge of all obligations on the part of the LLP. The Applicant/s shall have no right, claim or interest of whatsoever nature or kind against the LLP / Developer thereafter. However, once the provisional allotment of the Apartment is made by the LLP, the Application Money tendered by the Applicant/s herewith shall form part of Earnest Money and shall be dealt with as defined elsewhere in this Application. If this Application is accepted, the information of the provisional allotment shall be issued which shall be subject to the terms & conditions of this Application and standard Apartment Buyers Agreement. The Applicant/s specifically agrees that the allotment of the Apartment shall be subject to strict compliance of Code of Conduct and House Rules that may be determined by the LLP for occupation and use of the Apartment for the benefit of the Apartment Owners and such other conditions as per the applicable laws.
4. The Applicant/s has fully gathered from the LLP and understood detailed information about the said Project and has completely satisfied himself / themselves about all aspects of the said Apartment / Project including the sanctions / approvals obtained for construction / development and title / rights of the Land Owner and the LLP. That the Applicant/s has understood and accepted the plans, specifications shown to him / them which are tentative and are kept at the LLP's Corporate Office and at Project Site and agrees that the LLP / Developer may make such variations, additions, alteration and modifications therein as they may, in their sole discretion, deem fit and proper or as may be done by any competent authority and the Applicant/s hereby gives his / their consent to such variations and modifications without any reservation. The Applicant/s has agreed that there shall be no further investigations / objections by him in this regard and further that he is fully satisfied of the competency of the LLP to allot the Apartment and acknowledges that the LLP has readily provided all information / clarification required by him in respect of the said Project. The Applicant/s has fully satisfied himself about the right, title and interest of the Land Owner and the LLP in the Project and Project Lands on which the said Apartments are to be constructed / being constructed and understands all limitations and obligations in respect of it. The Applicant/s has understood the concept of Apartment ownership / user and living and the fact that the ownership and occupation of an Apartment in the said Complex will be subject to a number of restrictions as also obligations as detailed in the standard Apartment Buyers Agreement and has offered to so conduct himself / themselves. The Applicant/s has further reviewed the approval of building plans received from Directorate of Town & Country Planning, Haryana vide Memo No. ZP-856/AD(RA)/2013/38798 dated 06/05/2013 and has satisfied himself / themselves in all respect. The Applicant/s is submitting this Application without any influence, inducement, allurement, coercion or pressure from any quarter.
5. The Sale Area includes the Apartment Area of the said Apartment and its pro-rata share in Common Areas of the Complex. The Apartment Area of the said Apartment shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, projections, ledgers, chajjas, cupboards, shafts, double height lobbies / rooms, etc. and half the area of common walls with adjacent premises / apartments, which form integral part of said Apartment. The Common Areas shall mean all such as in the said Project which the Allottee/s shall use by sharing with other occupants of the said Project including entrance lobby, stilts, atriums, basement excluding the area of Car Parking Bay/s ground marked for exclusive use of the specific apartment owner/s, the lift lobbies & landings, lift shafts, electrical shafts, fire shafts, plumbing shafts, LV & HVAC shafts, HVAC and service ledges on all floors, overhead and underground water tanks, common corridors and passages, driver's / common toilets, areas in / under staircases, munties, community facilities, services areas including but not limited to lift machine room, pump room, area for solar panel, electric sub-station, transformers, DG set room, fuel storage tanks, fan rooms, laundromat, maintenance offices, stores, gas bank, garbage room, panel rooms, fire control room, FTTH / network room, mail room, air handling units, pantries service toilets, car wash, STP, HSD

Sole / First Applicant

Second Co-Applicant, if any

Third Co-Applicant, if any



tank, guard rooms, back office, circulation area, refuse areas, security cabins, architectural features, elevation features, pergolas, and any other areas which have been paid for or are constructed by the Developer for common use but shall exclude the area under etc. the following:

- a. Sites / Area for Convenient Shopping;
  - b. Sites / Buildings / Area for facilities / amenities like School, Dispensary, Crèche, Religious Buildings, Health Centers and the like /
  - c. Exclusive terraces allotted to specific Apartments / Penthouses;
  - d. Car parking Bay/s;
  - e. Dwelling units for the Economically Weaker Section (EWS) as prescribed under the applicable laws.
6. The terrace rights of the buildings / towers to be constructed in the said Project shall exclusively be dealt with by the Developer / LLP. The terraces of all towers containing apartments as well as of other buildings in the Project may be used by the Developer / LLP, amongst other things, to allot to particular apartment or to lease the whole or any part of the roof / terraces for installation and operation of antennas, satellite dishes, communication towers and other communication equipments as may be required for benefit of owners of apartments in the Project and use / hire / lease any terrace for advertisement purposes as may be permissible under applicable laws. However, in case common amenities or facilities are provided on the roof / terraces for common use of owners of apartments in the Tower / Project, the Applicant/s shall be entitled to use such facilities, subject to timely payment of Maintenance and Other Charges as may be specified by the LLP / Maintenance Agency and the Applicant/s shall otherwise have no right, title, interest, power or authority to claim any user or right or to make any construction or install anything on the terrace at any time.
7. It is clarified that no Apartment allottee/s / owner shall at any time have the ownership rights over the Project Lands and the same shall form part of the 'Common Areas and Facilities' as defined under the Haryana Apartment Ownership Act, 1983. The General Common Areas and Facilities and Limited Common Areas and Facilities and the undivided interest of each apartment owner therein as specified by the Developer / LLP in the Deed of Declaration which may be filed by the Developer / LLP with the competent authority in compliance with the Haryana Apartment Ownership Act, 1983, shall be conclusive and binding upon the allottees / owners of all Apartments in the Project and the Applicant/s confirms that his right, title and interest in the said Apartment shall be limited to and governed by what is specified by the Developer / LLP in the said Declaration. The Applicant/s shall not be vested with any exclusive right, title or interest in any General Common Areas and Facilities, Limited Common Areas and Facilities or any unallocated Car Parking Bay/s, if any, in the Project. The Applicant/s shall use the same by sharing with other occupants / allottees of the said Project subject always to the terms and conditions which shall be more specifically described by the Developer / LLP in the Declaration, Maintenance Agreement and the provisions of the Haryana Apartment Ownership Act, 1983.
8. That the Applicant/s agrees to pay the Sale Consideration & Other Charges and taxes against allotment of the said Apartment on the basis of sale area which shall be subject to consequential changes in the rate of taxes, imposition of new taxes by any statutory bodies of Government of India, State of Haryana or Municipal Corporation, etc. The statement of account of the apportionment of such additional taxes / charges as prepared by the LLP shall be conclusive, final and binding on the Applicant/s.
9. That the Applicant/s shall pay the Sale Consideration as mentioned elsewhere in this Application, in the manner agreed to in the Payment Plan. The said Sale Consideration comprises of the Basic Sale Price, Preferential Location Charges (PLC) & Car Parking Bay Charges. The Basic Sale Price is the price of the said Apartment determined by the rate per sq. ft. as applicable on the date of acceptance of the Application multiplied by the Sale Area of the said Apartment built to standard specification. The Preferential Location Charges is the price for specific location of the said Apartment as applicable as per Payment Plan / Price List. The Car Parking Bay Charges is the price for allotment of specified number/s of Car Parking Bays for exclusive use of the Applicant/s.
10. That the Applicant/s hereby agrees to pay, as and when demanded by the LLP, the following Other Charges in addition to the Sale Consideration:
- a. The proportionate cost on account of External Development Charges (EDC) & Infrastructure Development Charges (IDC);
  - b. Power back Up Charges @ Rs. 25,000/- Per KVA;
  - c. Interest Free Maintenance Security Deposit (IFMS) @ Rs. 100/- per sq. ft. of Sale Area of the Apartment;
  - d. Community Building (Club) Furnishing Charges (CBFC) @ Rs. 3,00,000/- per Apartment and regular usage charges as per standard terms and conditions of the LLP / Club Maintenance Agency;
  - e. Infrastructure Augmentation Charges (IAC), as conveyed and / or demanded by HUDA / DTCP or any other statutory authority, including any enhancement / interest / penalty thereon whether levied retrospectively or prospectively;
  - f. Charges for obtaining main connection for the Complex for water, sewerage and drainage from Municipal Corporation / Local Authority / Body which will be deposited by the Applicant/s at actuals and pro-rata basis as and when demanded;
  - g. Charges for electrification / connection for the electric supply from Electrical Authority Base Station to the sub-station in the Complex and from the sub-station in the Complex to the said Apartment, the Base Station augmentation charges (if any applicable), for the sub-station, main HT & LT panels, sub-distribution boards, deposits, connection charges, processing charges, etc. as applicable which will be payable by the Applicant/s on demand on pro rata basis (hereinafter collectively referred to as "External Electrification Charges"). However, the cost of cabling from the electricity meter to the Apartment is included in the Basic Sale Price;

Sole / First Applicant

Second Co-Applicant, if any

Third Co-Applicant, if any

- h. Escalation Charges in the manner defined in the standard Apartment Buyers Agreement;
  - i. Costs towards Prepaid Electricity Metering System, security deposit, installation and energizing charges, etc.;
  - j. Infrastructure charges, Security Deposit, connection charges and recurring charges for piped gas connection, if available;
  - k. Infrastructure charges, Security Deposit, connection charges and recurring charges for FTTH - Fibre to Home Network & Intelligent Tablet Based Surveillance System (FTBSS);
  - l. Stamp duty, registration charges and other incidental charges for execution and registration of the Sale Deed of the said Apartment in favour of the Applicant/s;
  - m. Any levies, rate, charge, duties, fees, taxes like Service Tax, Turnover Tax, VAT, GST, or any other levies / cess / taxes imposed by the Central or State Government or any authorities whether at present or in future (including from retrospective effect);
  - n. Proportionate charges for provision of any other items / facilities / specifications not specifically mentioned herein as may be required by any authorities or considered appropriate by the Developer / LLP or requested by the Applicant/s;
  - o. The cost of such other development works as may be undertaken by the Developer / LLP within or around the said Project, which is not charged specifically elsewhere;
  - p. Maintenance Charges, Sinking Fund and such other charges as per the standard terms of the LLP;
  - q. Periodical Community Building Membership Fees (CBMF) and Community Building Usage Charges (CBUC), as may be prescribed;
  - r. Regular usage charges for use of common facilities like Laundromat, Car wash or similar other amenities, if so provisioned;
  - s. Entrance fee, formation charges, subscription charges, periodical membership fee charges, etc. as may be defined or levied for the Allottee/s, for becoming a member of the society / association as may be formed in terms of the Haryana Apartment Ownership Act, 1983;
  - t. House Tax / Municipal Tax / Property Tax, etc. by whatever name called, on demand by the Developer / LLP or the statutory authorities, as the case may be.
11. The Applicant/s agrees and understands that the Developer / LLP either itself or through its nominated / appointed maintenance agency / body, maintain and upkeep the Common Areas and Facilities in the Project, until the maintenance function is handed over to the local body or any government agency or the association of owners of all apartments in the Project. The Applicant/s shall enter into a separate Maintenance Agreement with the Developer / LLP or its nominated / appointed maintenance agency / body in their standard format. It is made clear to the Applicant/s that the Developer / LLP shall either itself or through its nominated / appointed agency / body, render maintenance services only with respect to the Common Areas and Facilities falling within the Project and outside the said Apartment. The Applicant/s undertakes to pay the applicable Maintenance Charges from the date of offer of possession by the LLP irrespective whether the Applicant/s has taken possession of the said Apartment or not. The Applicant/s hereby agrees and accepts that provision / rendition of such maintenance services shall at all times be subject to payment of all costs, charges, fee, etc. by whatever name called, including but not limited to requisite security deposit, periodical maintenance charges, sinking funds, etc. to the Developer / LLP or its nominated / appointed maintenance agency / body and performance of all conditions, covenants, obligations and responsibilities of the Applicant/s under the Maintenance Agreement. The Applicant/s shall pay the applicable IFMS and the periodical Maintenance Charges based upon Sale Area of the said Apartment. The LLP has made it specifically clear to the Applicant/s that the computation of the Sale Consideration & Other Charges does not include any recovery or payments towards running, maintenance and operation of General Common Areas and Facilities or Limited Common Areas and Facilities. The Applicant/s fully understands that the responsibility of management and operation of the same shall be that of the Developer / LLP / agency or body appointed by the Developer / LLP / competent authority in the Project in accordance with terms of the Maintenance Agreement, bye laws and provisions of the Haryana Apartment Ownership Act, 1983.
  12. The Applicant/s fully recognizes, admits and agrees that the Basic Sale Price of the said Apartment is dependent and related to the cost of the materials and labour charges pertaining to construction. In the event, during the period of construction of the Apartment, there is increase in the cost of the materials and / or labour charges used in the construction work beyond a certain limit as precisely defined in the Apartment Buyers Agreement (hereinafter referred to as “Escalation Charges”), the same shall be recoverable from the Applicant/s, as per the calculations and in the manner defined in the standard Apartment Buyers Agreement.
  13. That timely payment of the Sale Consideration and Other Charges & taxes as per the agreed Payment Plan is the essence of the Allotment. The Applicant/s agrees that out of the amount/s paid / payable by him / them towards the Sale Consideration & Other Charges, 15% (Fifteen Percent) of the Sale Consideration shall be treated as Earnest Money to ensure fulfillment of the terms and conditions by the Applicant/s, as contained herein and in the standard Apartment Buyers Agreement.
  14. It is clearly agreed and understood by the Applicant/s that it shall not be obligatory on the part of the LLP to send demand notices / reminders regarding the payments to be made by the Applicant/s or obligations to be performed by the Applicant/s under this Application or Apartment Buyers Agreement. The Applicant/s hereby covenants to observe and perform all the terms and conditions of Application Apartment Buyers Agreement, Maintenance Agreement, Sale Deed, etc. and to keep the Developer / LLP and their agents, employees, directors, representatives, estates and effects saved, indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Developer / LLP may suffer as a result of non-payment, non-observance or non-

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performance or breach of any of the covenants and conditions as mentioned in this Application, Apartment Buyers Agreement, Maintenance Agreement, Sale Deed, etc. and as may be required by the Applicant/s under applicable laws, the compliance of which shall remain the Applicant/s' direct responsibility and obligation.

15. That the default in making payment by any of the Applicant/s in case of allotment in joint names shall be treated as default by all the Applicant/s and they shall be jointly and severally liable and responsible for the consequences.
16. That the Applicant/s shall make all payments through account payee cheque / pay orders / demand draft payable at par at Delhi NCR, drawn in favour of the account of the LLP, namely 'M/s. M2K Projects LLP'. The reverse of each cheque / pay order / demand draft shall record the Apartment Number and name of the Sole / First Applicant. The LLP does not accept any outstation cheques which are not payable at par at Delhi NCR.
17. That the said Apartment is subject to levy of Preferential Location Charges (PLC) in the manner and payable within the time lines as mentioned in the agreed price list and payment plan, if it is so preferentially located. However, the Applicant/s has specifically agreed that if due to any change in the layout / building plan or otherwise, the said Apartment ceases to be so preferentially located, the LLP shall be liable to refund only the amount of PLC received by it and such refund shall be adjusted in the last installment. On the other hand, if the said Apartment becomes preferentially located due to any change in the layout / building plan or otherwise, the Applicant/s shall be liable and hereby agrees to pay the due PLC as per the said agreed payment plan.
18. The Applicant/s acknowledges that the plans, designs, specifications of the said Apartment as displayed in the LLP's office are provisional and tentative and are subject to change at the instance of the sanctioning authorities, architects or the Developer / LLP prior to or during the course of construction or otherwise and the Developer / LLP shall have the right to effect suitable and necessary alterations in the layout plan and / or specifications, as and when required, which may involve all or any of the changes including change in the position of the Apartment, increase / decrease in size, change in floor-plan, layout, change in its number, specifications, etc.
19. The area and location of the Apartment being applied for by the Applicant/s herein is provisional, subject to change during the course of construction. If the number of Apartment or its area or location changes, the final re-allocation will be done by the LLP whose decision shall be conclusive, final and binding on the Applicant/s. The LLP to the extent possible shall ensure that the re-allocated apartment is of the same type and specifications. The Applicant/s will have no claim on this account except that the Sale Consideration and Other Charges of the Apartment would be payable on the basis of the revised Sale area / location of the Apartment. In case, for any reason, the whole or any part of the Project is abandoned and / or the Apartment to be allotted herein is deleted and by reasons thereof the LLP is not in a position to allot / deliver possession of the Apartment, the Applicant/s shall have no claim of any kind, whatsoever, against the Developer / LLP except to the extent of refund of the amount paid without any interest or compensation.
20. If for any reasons, the LLP is not in a position to allot the Apartment applied for by the Applicant/s due to any reasons beyond its control, it may consider for allotment of an alternate Apartment and in case of failure to do so, it shall refund the entire amount received by it, without any deduction or compensation and it shall not be liable for payment of any damages / interest / compensation on this account whatsoever. Should the Applicant/s be not interested in the alternate allotment of apartment, then the Applicant/s shall intimate the LLP his / their non-acceptance within Thirty (30) days of dispatch of the intimation by the LLP, failing which it will be presumed that the Applicant/s has accepted the offer of alternate allotment.
21. The residual or unutilized Floor Space Index (FSI) / Floor Area Ratio (FAR) in respect of the said Project / Project Lands shall always be available to and shall always be for the benefit of the Developer. In the event of any additional FSI (over and above 175 as presently applicable) in respect of the Project Lands or any part thereof being increased as a result of any relaxation of the relevant building regulations or otherwise, at any time thereafter, the Developer shall be entitled to the ownership and benefits of all such additional FSI for the purpose of development and / or construction on the said Project Lands, as may be permissible. Under no circumstances, the Applicant/s shall alter, demolish, construct or redevelop the said Apartment and / or the Project Lands or part thereof or use any unutilized FAR / FSI available on the Project Lands. It is also agreed by the Applicant/s that even after a society / association has been formed, as permissible, in respect of the said Complex, the Developer shall continue to retain full right and authority to develop the said Project Lands and to utilize such entire FSI. The Applicant/s agrees that no payment towards the additional FAR / FSI is included in the Sale Consideration being paid / payable by the Applicant/s for allotment of the said Apartment and shall not raise any objection towards the Developer / LLP to utilize the said additional FAR / FSI.
22. The Developer shall have the absolute right to make additional construction anywhere in Complex whether on account of increased FSI / FAR or better utilization of the said Project Lands or for any other reason whatsoever to the extent permissible by the statutory authorities or Director Town and Country Planning, Chandigarh. The Developer shall have the absolute and unfettered right to sell / dispose / transfer such additionally constructed areas in any manner whatsoever as it may in its absolute discretion deem fit. The Developer and the transferees of such additional construction area shall have the same rights as the Applicant/s has with respect to the said Complex including the right to be member of the society of apartment owners ("RWA") to be formed under the Haryana Apartment Ownership Act, 1983 ("Apartment Act") and an equal right to use the Common Areas and Facilities of the said Complex. The Developer shall be entitled to use the essential infrastructure / Common Areas of the existing Project for additional construction for integrated development of any additional FAR and the said Project. The Applicant/s acknowledges that no payment has been made by the Applicant/s

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towards any additional FAR and the Applicant/s shall have no right to object to any of such additional construction carried on the said Project or the use of essential infrastructure / Common Areas of the existing Project for any such additional construction at any time.

23. The Applicant/s accepts and understands that the Sale Area is subject to change at any time in the best interest of the development of the Project and as may be permitted by the DGTCP and / or any competent authorities. Such changes (including changes resulting from any amendment / modification / repeal of any applicable laws) may result in additions, alterations, deletions and / or design modification in / to the Apartment / Tower / Project including but not limited to planned and all unforeseen changes in the Sale Area, floor plans, location, designs, layout and specifications of the Apartment and / or the number of Towers or the number of apartments or the number of floors in any Tower(s) or number of penthouses as well as in any of the Common Areas, Community Building (Club) and other amenities ("Changes"). The Applicant/s shall accept any variation in the Sale Area of the said Apartment upto 10% (Ten Per Cent) vis-à-vis the Sale Area mentioned in this Application at commensurate increase / decrease in the Sale Consideration & Other Charges at the same BSP as mentioned in this Application.

Any change in any of the applicable laws shall automatically entitle the LLP to make such amendments, alterations, modifications and Changes in the Project or any part thereof and in the standard Apartment Buyers Agreement, as such changes in the applicable laws may require or permit, in the best interest of the development of the Project.

If any of the Changes leads to any variation in the Sale Area of the Apartment in excess of Ten Percent (10%) of the Sale Area mentioned herein at any time prior to the execution of the Sale Deed of the said Apartment and such variation is unacceptable to the Applicant/s, the Developer / LLP shall make every attempt to offer an alternate apartment of a Sale Area similar to the Sale Area of the said Apartment (within the maximum of 10% variation in the Sale Area) subject to availability and if such alternate apartment is available, the applicable Sale Consideration & Other Charges for such alternate apartment shall be payable / refundable, as the case may be, for the Sale Area of the alternate apartment at the same BSP as mentioned in this Application and there shall be no other claim against the Developer / LLP in respect of the said Apartment nor shall otherwise be raised by the Applicant/s in this regard. However, if for any reason, if there is no such alternate apartment is available or if the Sale Area of an available alternate apartment exceeds 10% and is unacceptable to the Applicant/s, the allotment of the Apartment shall then be cancelled and the Applicant/s shall be refunded all the amounts received against the said Apartment within 90 (Ninety) days of the realization from the subsequent sale of the said Apartment to some other third party. No other claim for any compensation or for any loss or damage by whatever name called shall lie against the Developer / LLP nor shall otherwise be raised by the Applicant/s at any time and it is also expressly agreed that the Applicant/s shall have no objection to nor shall there be any claim, lien on the Apartment for its subsequent sale / re-allotment regardless of the Applicant/s accepting or declining the available alternate apartment.

24. The Applicant/s acknowledges that the number of Apartments / Units in the Project was not a factor in its decision to seek allotment of the said Apartment and in case the Developer proposes to increase the number of Apartments / Units in one or more building/s in the Project, after seeking the necessary approvals and permissions for the same from the Competent Authorities, the Applicant/s acknowledges and agrees that he shall have no objection to the same.
25. The Applicant/s understands and agrees that the Developer may carry out extensive development / construction activities in future in the entire area falling outside the land beneath the building in which the said Apartment is located and the Applicant/s confirms that he shall not raise any objections or make any claim or default in any payments as demanded by the LLP, on account of inconvenience, if any, which may be suffered by him due to such development / construction activities or incidental / related activities.
26. The Applicant/s agrees and undertakes that the Developer, at its sole discretion may construct the Project in phases as may be permitted under Applicable Laws and the Applicant/s shall have no objection to the Developer undertaking any additional construction on any tower or construction of other buildings adjoining the Apartment / Tower or the transfer of such construction and development right to any third party or any inconvenience that may be caused due to such construction or any disruption that may be caused in the peaceful and convenient use of the Common Areas, Community Building, etc. The Basement being contiguous, the payment for the Excavation / Piling / Dynamic Compaction / Foundation / Basement stage/s shall be paid as per the Payment Plan irrespective whether the work for the particular Tower has started or not. The basement (other than car parking purposes) and all service areas of the Project and any land forming part of the Project Land may be used to house common services, including but not limited to pumps, compressors, plant, equipment and machinery for air-conditioning, transformers, sub-stations, DG sets, water tanks, pump rooms, maintenance and control rooms, effluent treatment plant, waste collection and treatment, emergency evacuation and assembly, fire-fighting equipment and other permitted uses as per Zoning / Building Plans. The Applicant/s shall not be permitted to use any of such areas in any manner whatsoever and the same will be reserved for use by the Developer / LLP or Maintenance Agency and its staff and employees for rendering services for the Project.
27. The Applicant/s agrees that in case during the course of construction and / or after the completion of the said Complex, further construction (i.e. all future vertical and horizontal exploitation) on any portion of the said Project Lands or the Complex or the tower or the terrace, etc. becomes possible, by way of additional construction or otherwise, the Developer shall have the exclusive right to take up and complete such further construction as belonging to the Developer notwithstanding the designation of any common area or otherwise. The Applicant/s agrees that he shall not raise any

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objections or make any claim or default in any payments as demanded by the LLP, on account of inconvenience if any, which may be suffered by him due to such development / construction activities or incidental / related activities. The Applicant/s gives his irrevocable consent to the Developer / LLP to carry out such construction activities. The Applicant/s further agrees and undertakes to sign necessary documents / no objections / consent letters, etc. if any that may be required by the competent authorities to grant the permission / sanctions for such construction to the Developer / LLP. The LLP relying on this specific undertaking of the Applicant/s in this Application shall consider allotting the said Apartment and this undertaking shall survive throughout the occupancy of the Apartment by the Applicant/s or his legal representatives, successors, administrators, executors, assigns, etc. The Applicant/s further agrees that in such a situation, the proportionate share of the Applicant/s in the said Project Lands / Complex and the Common Area and Facilities shall stand varied accordingly. Further all the residuary rights in the said Complex shall continue to remain vested with the Developer till such time the same or any part thereof is allotted, sold or otherwise transferred to any particular person / organization or to the association of members of the Complex.

28. Pursuant to handover of possession of the said Apartment by the LLP to the Applicant/s, the Applicant/s shall permit the Developer / LLP or the maintenance agency or the association of apartment owners to inspect, enter into the Apartment with technical personnel and other workmen for the purpose of checking, repairing, maintaining, wiring, troubleshooting electrical / plumbing faults, and other things, etc. for the comfortable use and easement and enjoyment of the amenities / facilities / provisions by occupants of other units in the said Project.
29. That the Developer proposes to develop a Community Building (Club) in the Complex in accordance with the sanctioned building plans. The Applicant/s hereby agrees to avail membership of the said Club and to pay the one time Community Building Furnishing Charges (CBFC) as agreed in the Payment Plan herein and also the periodical Community Building Membership Fees (CBMF) and Community Building Usage Charges (CBUC), as may be prescribed / made applicable, from time to time.
30. The Applicant/s agrees that subject to the provisions of the Haryana Apartment Ownership Act 1983, the Developer / LLP may transfer the operation, management and control of the said Club and its Common Areas to the Club Maintenance Agency / Maintenance Agency / Association on such terms and conditions as the Developer / LLP may deem fit. The Applicant/s right to use the Club shall be contingent upon the faithful adherence of the rules and regulations governing such use and on payment of CBMF, CBUC and the related charges. All such charges shall be in addition to the Sale Consideration and the Maintenance Charges.
31. The Club shall be a part of the Common Areas and the Applicant/s shall not have any title or interest in the same. Its use shall be subject to the terms and conditions as may be more specifically described by the Developer / LLP in its Declaration under the Haryana Apartment Ownership Act 1983.
32. The Applicant/s agrees to pay the applicable Car Parking Bay Charges for the Car Parking Bay/s allotted to him for his exclusive use. The Developer / LLP shall have the sole and exclusive right to allocate the Car Parking Bay/s in the said Project at such terms and conditions as it may deem fit. The Car Parking Bay/s whether covered or open would be used by the Allottee/s; exclusively for parking of light motorised vehicles and shall not be used as storage or put to any other use under any circumstances, including housing pets, cattle, animals, etc. The Car Parking Bay/s will always be attached to the said Apartment and shall not have any separate legal entity / title independent of said Apartment. It cannot be detached from the said Apartment and shall stand automatically transferred along with the transfer of the said Apartment. Such Car Parking Bay/s will be appropriately ground-marked at the time of handing over possession of the said Apartment. The Applicant/s agrees that all such reserved Car Parking Bay/s allotted to the Applicant/s shall form part of the Limited Common Areas of the Project for the purpose of Declaration which may be filed by the Developer under Haryana Apartment Ownership Act 1983.
33. The Private Lawn PLC shall be applicable for the ground floor apartments and the ground floor apartment allottee/s shall use the same for their exclusive use. The Applicant/s hereby agrees to pay the Private Lawn PLC against allotment of ground floor apartment with exclusive Private Lawn, if applicable, for his exclusive use. The Private Lawn will always be attached to the said ground floor apartment and shall not have any separate legal entity / title independent of the said Apartment. It cannot be detached from the said Apartment and shall stand automatically transferred along with the transfer of the said Apartment. Such Private Lawn will be appropriately ground-marked at the time of handing over possession of the said Apartment. The Applicant/s shall have no right, title, interest, power or authority to make any construction or to erect any temporary / permanent structure or any shed or anything to cover / enclose the said Private Lawn or use the same as storage or put to any other use under any circumstances, including housing cattle, animals, etc. at any time. The said Private Lawn shall be maintained as green area at all times by the Applicant/s at his own costs and expenses. The Applicant/s agrees that the said Private Lawn area allotted to the Ground Floor Allottee/s shall form part of the Limited Common Areas of the Project for the purpose of Declaration which may be filed by the Developer under Haryana Apartment Ownership Act 1983.
34. In case the LLP provisionally allots the said Apartment to the Applicant/s, the Applicant/s undertakes to execute and submit the Apartment Buyers Agreement within a period of 30 (Thirty) days from the date of its dispatch by the LLP failing which, it shall amount to an Event of Default and the consequences as mentioned elsewhere in the Application shall follow. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Apartment Buyers Agreement that will be executed in the standard format. However, in case of any contradiction or inconsistency between

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the terms and conditions mentioned herein and the terms and conditions specified in the Apartment Buyers Agreement, the terms and conditions specified in the latter, shall take precedence / supersede the terms and conditions as set out herein.

35. That it is specifically made clear to the Applicant/s that all defaults, breaches and / or non-compliance of any of the terms and conditions of this Application and / or the standard Apartment Buyers Agreement shall be deemed to be Events of Default liable for consequences stipulated herein. With a view to acquaint the Applicant/s, some of the indicative Events of Default are mentioned below which are merely illustrative and not exhaustive:
  - a. Failure to pay any installment of Sale Consideration or Other Charges within 60 days from the due date and / or failure to pay any charges or taxes on demand by the LLP;
  - b. Failure to perform and / or observe any of the Applicant/s obligations as contained in this Application or in the standard Apartment Buyers Agreement or if the Applicant/s fails to execute any other deed / documents / undertaking / indemnities etc. as may be warranted or called for or failure to perform any other obligations in relation to the said Allotment;
  - c. Failure to take over possession of the said Apartment within the time stipulated by the Developer / LLP in its notice;
  - d. Failure to sign and return to the LLP the Apartment Buyers Agreement within 30 days from the date of its dispatch by the LLP;
  - e. Failure to execute Maintenance Agreement with the Developer / LLP or their nominated maintenance agency;
  - f. Failure to execute Sale Deed within the time stipulated by the LLP in its notice;
  - g. Assignment of Allotment of said Apartment or any interest of the Applicant/s therein without securing prior NOC of the LLP;
  - h. Dishonor of any cheque submitted by the Applicant/s for any reason whatsoever;
  - i. Sale / transfer / disposal of the parking space/s by the Applicant/s in any manner, except along with the sale / transfer / disposal of the said Apartment;
  - j. Non compliance by the Applicant/s of any stipulations / rules / guidelines made / issued under Foreign Exchange Management Act (FEMA) and Reserve Bank of India (RBI) Act, as amended upto date vis-à-vis remittance of payments and acquisition / sale / transfer of immovable properties in India;
  - k. Any other acts, deeds or things which the Applicant/s may commit, omit or fail to perform in terms of the said Allotment, the LLP's standard Agreement/s, any other undertaking, affidavit, agreement, indemnity, etc. or as demanded by the LLP which in the opinion of the LLP amounts to an event of default and the Applicant/s agrees and confirms that the decision of the LLP in this regard shall be conclusive, final and binding on the Applicant/s.
36. That on occurrence of any Events of Default, the said Allotment shall be liable to be cancelled / terminated with immediate effect. That pursuant to such cancellation / termination:
  - a. The Applicants/s shall be left with no right, title, interest or lien, on the said Allotment / Apartment whatsoever or otherwise on the said Project and the LLP shall be free to allot the said Apartment to new Applicants/s on the terms and conditions as deemed fit by it;
  - b. The Earnest Money shall be forfeited;
  - c. The following sums, in addition to the Earnest Money, shall also be reduced from the amount paid by the Applicants/s. In case the amount paid by the Applicants/s till the date of said cancellation / termination is less than total of Earnest Money and summation of the following amount, then the Applicants/s undertakes to make good and reimburse such shortfall to the LLP:
    - i. the amount of brokerage / commission paid by the LLP to any broker / property dealer / sales organizer / channel partner vis-à-vis allotment of the said Apartment to the Applicants/s;
    - ii. any direct expenses, if any, incurred by the LLP vis-à-vis allotment of the said Apartment to the Applicants/s;
    - iii. any service tax, VAT, GST or any other tax or levy by whatever name called paid by the Developer / LLP to the exchequer vis-à-vis allotment of the said Apartment and which is not refundable to the Developer / LLP pursuant to such cancellation / termination of Allotment;
    - iv. the interest and / or penalties paid by the Applicants/s to the LLP, for any delay / default in payment of any installment / dues as required to be paid by him under the terms of allotment; and
    - v. any loss suffered by the LLP in terms of realization of lesser Sale Consideration against sale of the said Apartment to any other person / third party.
  - d. The amount paid by the Applicants/s after reducing it by the sums as mentioned in sub clause (b) & (c) above shall be refunded by the LLP, without any interest vide account payee cheque payable at par at Delhi NCR only, subject to release of mortgage by the bank / financial institution of the Applicants/s, if any, and upon re-allotment of the said Apartment to any other person / party by the LLP.
  - e. That these consequences are in addition to any other remedies / rights, which the LLP may have under law.
37. The Applicant/s agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till the execution and registration of Sale Deed of the said Apartment as the Applicant/s has agreed to this condition to indicate his commitment to faithfully abide by all the terms and conditions as contained in this Application and the standard Apartment Buyers Agreement.
38. That time is essence with respect to the Applicant/s obligation to pay the Sale Consideration and Other Charges & taxes as agreed in the price list and payment plan, to be paid on or before due date and / or as and when demanded by the LLP and also to perform and observe all other obligations as set out herein or the Apartment Buyers Agreement. However the LLP may, in its sole discretion, waive its right to cancel / terminate the allotment and enforce all the payment and seek

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specific performance by the Applicant/s. In such a case, the possession of the Apartment will be handed over to the Applicant/s only upon payment by the Applicant/s, of all outstanding dues, penalties, etc. along with interest @ 18% per annum (compounded quarterly) on all overdue amounts / arrears as per the agreed price list and payment plan, calculated for the period of delay in paying such dues. This discretion for acceptance of the delayed payment with interest as aforesaid shall exclusively vest with the LLP and all decisions taken by it in this regard shall be conclusive, final and binding on the Applicant/s. Acceptance of any payment shall not constitute waiver of any clause / article of this Application / said Apartment Buyers Agreement.

39. It is understood by the Applicant/s that the LLP shall have right to adjust any payments received from the Applicant/s, first towards the interest or other dues if any, due from the Applicant/s and the balance if any, towards the Sale Consideration and Other Charges.
40. That for all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonoured for any reason whatsoever will call for an administrative charge of Rs. 5,000/- (Rupees Five Thousand Only). The Applicant/s agrees that acceptance of such payment with administrative charges of Rs. 5,000/- is a matter of sole discretion of the LLP without prejudice to any other right available to it. If the cheque submitted by the Applicant/s along with this Application is dishonored, the Application would be deemed cancelled ab-initio and the LLP will not be under any obligation to inform the Applicant/s about the dishonor of the cheque.
41. The Applicant/s agree that it is necessary to maintain law and order in the common areas of the Complex and he will ensure that no activity which is unbecoming of a prestigious residential complex takes place in the said Complex or in the said Apartment either. The Applicant/s further agrees that the safety and security within the said Complex / Apartment cannot be ensured unless full cooperation of all concerned is there which requires stringent restraints on the entry of outsiders and other persons and to which the Applicant/s gives his specific consent. Provisions of such services would not create any liability of any kind upon the Developer / LLP / its appointed or nominated Maintenance Agency for any mishap or unbecoming incidence caused by any miscreants or otherwise. The Applicant/s agrees that his occupier, tenants, family members, servants, employees, etc. will all be registered with the security agency so appointed by the Developer / LLP or its appointed or nominated Maintenance Agency looking after the security of the said Complex and the Applicant/s shall give names and particulars of all residents / occupants to the security agency duly engaged / appointed by the Developer / LLP / its appointed or nominated Maintenance Agency to help in the security and other related tasks.
42. That all occupants of the said Apartment whether by way of lease / license / transfer / tenancy or any other manner shall be bound by the terms of allotment, the standard Apartment Buyers Agreement and it shall be the obligation of the Applicant/s to give a disclosure to this effect in the instrument so executed with the occupants of the said Apartment.
43. The Applicant/s shall be liable to pay his share of property tax and all other rates, taxes, charges, assessments, levies, etc. by whatever name called, assessed or imposed by municipal or other authorities, whether levied now or in future, on the said Project Lands / Apartment / Complex from the date of Allotment and if it is ever paid by the Developer / LLP the same shall be restored to the Developer / LLP by the Applicant/s on or before taking possession or as and when demanded by the Developer / LLP. Till the time the Apartment is individually assessed to property tax or any other charges as aforesaid by the statutory authorities, the Applicant/s shall be liable to pay to the Developer / LLP on demand, such taxes / charges proportionate to the Sale Area of the said Apartment. Apportionment of such taxes, charges, levies by the Developer / LLP or its nominee shall be conclusive, final and binding upon the Applicant/s. Any unforeseen costs or expenses will also be proportionately contributed by the Applicant/s.
44. The Applicant/s agrees that the internal maintenance of the said Apartment and its insurance shall always remain the absolute responsibility of the Applicant/s.
45. Subject to the compliance of all terms and conditions of this Application and the Apartment Buyers Agreement by the Applicant/s including the timely payment of the Sale Consideration and Other Charges & taxes, the LLP based on its present plans and estimates and subject to all just exceptions will endeavor to hand over possession of said Apartment within a period of Forty Eight (48) months from the date of execution of Apartment Buyers Agreement or from the date of commencement of construction, whichever is later, with a grace period of Six (6) months, subject to Force Majeure Events (defined herein). No claim by way of damages / compensation shall lie against the LLP in case of delay in handing over possession on account of the said reasons. For the purpose of this clause, the date of making an application to the concerned authorities for issue of completion / part completion / occupancy / part occupancy certificate of the Complex shall be treated as the date of completion of the Apartment.

**Force Majeure Events** herein shall mean any event or combination of events or circumstances which cannot (a) by the exercise of reasonable diligence; or (b) despite the adoption of reasonable precaution and / or alternative measures, be prevented or caused to be prevented, and which adversely affects the Developer's / LLP's ability to perform its obligations, which shall include but not be limited to:

- a. Acts of God, e.g. fire, drought, flood, inundation, typhoon, tornado, landslide, rockslide, avalanche, volcanic eruption, tempest, hurricane, earthquake, cyclone, storm, epidemics, exceptionally adverse weather conditions, natural disasters, accidents and calamities, meteor shower, etc.;

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- b. Explosions, accidents, air crashes, shipwrecks, acts of terrorism, collapse of structures;
  - c. non-availability, inadequate supply of cement, steel or other construction materials due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - d. Non availability of skilled / unskilled labours, other resources like water, power, etc.;
  - e. war and hostilities of war, riots, bandh, insurgency, embargo, revolt, military action, strikes, lock outs, industrial dispute or civil commotion;
  - f. Disputes with contractors, vendors, suppliers, labours, etc.;
  - g. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any statutory authority that prevents or restricts the Developer from complying with any or all the terms and conditions of allotment;
  - h. Any legislation, order or rule or regulation made or issued by any other statutory authority or if any statutory authority refuses, delays, withholds, denies the grant of necessary approvals for the said Complex / Project or if any matters or issues relating to such approvals, permissions, notices, notifications by any statutory authority become subject matter of any suit / writ before a competent court; or
  - i. For any reason whatsoever any event or circumstances analogous to the foregoing.
46. After the expiry of Forty Eight (48) months and the grace period stated above, the LLP would pay charges @ Rs. 10/- (Rupees Ten Only) per sq. ft. of the Sale Area of the said Apartment per month up to 6 month and thereafter @ Rs. 15/- (Rupees Fifteen Only) per sq. ft. of the Sale Area of the said Apartment per month for the period of delay in offering the delivery of possession, if any, save and except as for reasons beyond the reasonable control of the Developer / LLP and Force Majeure events. These charges would be adjusted at the time of receipt of final payment from the Applicant/s.
47. The LLP, upon obtaining certificate for occupation and use from the statutory authorities, shall offer in writing to the Applicant/s about the date on which it would be effecting possession of the said Apartment to the Applicant/s and it shall give possession of the said Apartment to the Applicant/s provided the Applicant/s is not in default of any of the terms and conditions of allotment and has complied with all provisions, formalities, documentation, etc. including compliance of notice of offer of possession issued by the LLP. The Applicant/s shall take possession within the stipulated period as mentioned in the LLP's notice and if the Applicant/s neglects / fails / avoids / refuses to take possession of the said Apartment within such time frame for whatever reasons, he shall be deemed to have received the possession of the said Apartment. In such an event, the said Apartment shall lie at the risk and cost of the Applicant/s. Upon taking over the possession / deemed possession of the said Apartment, the Applicant/s shall not be entitled to put forward any claim against the LLP in respect of any item of work in the said Apartment which may be alleged not to have been carried out or contemplated or in respect of any design, specifications, building materials used or for any other reason whatsoever and that the Applicant/s shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Apartment. The Applicant/s shall further be liable to pay and / or contribute all municipal rates, taxes, maintenance charges and other outgoings on a proportionate basis from the date of notice as determined by the Developer / LLP or its nominated Agency alongwith other Allottee/s of the Complex. The LLP shall charge from the Allottee/s holding charges @ Rs. 10/- (Rupees Ten only) per sq. ft. per month for the initial default of six month and thereafter @ Rs. 15/- (Rupees Fifteen only) per sq. ft. per month for the period beyond the initial six month of such delay and shall further be entitled to withhold execution of Sale Deed till the time holding charges are paid. Such charges shall be calculated on Sale Area of the said Apartment. It is made clear and the Applicant/s agrees and undertakes that the holding charges as stipulated herein shall be distinct charge not related to (but in addition to) Maintenance Charge or any other charges as provided herein or in the Maintenance Agreement. That the possession of the said Apartment will be delivered by the LLP provided all dues and demands payable up to the date of such possession required to be made by the Applicant/s have been made to the LLP along with interest for delays, if any. The condonation of such delay is purely a subject matter of discretion of the LLP without prejudice to its other rights contained herein.
48. After the grant of the Completion Certificate for the Tower, in which the said Apartment is situated and upon all dues having been paid by the Applicant/s as per the terms of allotment, a Sale Deed for the said Apartment along with the proportionate, impartible, undivided and undistinguished rights in the land underneath the footprint of the Tower / Building (in which the said Apartment is situated) as pertaining to the Apartment, will be executed and registered in favour of the Applicant/s. That all duties, costs, charges and expenses towards execution and registration of such Sale Deed including any statutory charges / demands, stamp duty, registration charges, miscellaneous / incidental expenses or other additional or related charges, if any, payable under law or demanded by any Authorities shall be paid and borne by the Applicant/s. All other documents as envisaged in these presents shall also be executed simultaneously or prior to execution of such Sale Deed. It is therefore, clearly understood that till such time such Sale Deed is not executed and registered with the concerned Sub-Registrar, the said Apartment (comprising of the super structure together with undivided share of land underneath the footprint of the Tower in which the said Apartment is situated) would remain as the property of the Developer.
49. It has been clearly understood by the Applicant/s that the Developer shall construct the said Apartment on its own behalf and will execute the Sale Deed for sale of the said Apartment after its construction / completion. The Applicant/s therefore will not be entitled to claim any ownership of the said Apartment or undivided share of land underneath till such time the entire Sale Consideration and Other Charges & taxes are paid by the Applicant/s as agreed and the Developer has transferred the said Apartment after its completion along-with undivided proportionate share of land underneath in favour of the Applicant/s by way of execution of Sale Deed. In the event the Applicant/s avails any loan / finance from Bank / Financial Institution for purchase of the said Apartment, the lender can only exercise their right in the said Apartment provided the terms of the allotment are complied with and the entire Sale Consideration and Other Charges &

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Third Co-Applicant, if any



taxes are paid to the LLP.

50. The Applicant/s shall be liable to pay penalty for non execution and registration of the Sale Deed, calculated @ Rs.10/- (Rupees Ten Only) per sq. ft. per month of the Sale Area of the said Apartment up to 6 month and thereafter @ Rs. 15/- (Rupees Fifteen Only) per sq. ft. per month of the Sale Area of the said Apartment for the period of delay beyond the date as notified by the LLP in it's notice and the LLP shall further be entitled to withhold execution and registration of Sale Deed till the time such penal charges are not paid. It is made clear and the Applicant/s agrees and undertakes that the such charges as stipulated herein shall be distinct charge not related to (but in addition to) Holding Charges, Maintenance Charges or any other charges as provided herein or in the Maintenance Agreement. The condonation of such delay is purely subject matter of discretion of the LLP without prejudice to its other rights contained herein and / or the standard Apartment Buyers Agreement. Notwithstanding anything mentioned above, in case of the Applicant/s failing to deposit the stamp duty, registration charges and getting the Sale Deed executed and registered in its favour within the time period mentioned in the notice, the LLP in addition to levy of said penalty shall have right to cancel the allotment and forfeit the earnest money.
51. It is made clear that the Applicant/s shall have no right to claim partition of the Project Lands and / or the Common Areas and Facilities. Even the said Apartment is not partitionable.
52. The Applicant/s agrees that he can apply for home loan, if required, to any Bank / Financial Institutions to finance the said Apartment at his sole discretion and responsibility. The Applicant/s agrees and understands that it shall not be the responsibility or liability of the LLP to make arrangements or facilitate sanctioning and / or disbursement of home loan to Applicant/s. The LLP shall not be responsible in any manner if a particular Bank / Financial Institution refuses or rejects to finance on any ground. The terms of the Bank / Financial Institutions shall exclusively be binding and applicable on the Applicant/s only and not upon the LLP in any circumstances. The Applicant/s understand and agrees that his liability to pay the installments of Sale Consideration and Other Charges & taxes due and payable to the LLP shall continue irrespective and notwithstanding the eventuality that his application for home loan is rejected by the Bank / Financial Institutions for any reason of whatsoever nature. The responsibility of getting the loan sanctioned and disbursed as per the agreed payment plan will rest exclusively on the Applicant/s and in no event the LLP shall assume any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the LLP, as per the agreed payment plan, shall be ensured by the Applicant/s. No payment shall be delayed or withheld by the Applicant/s on the grounds of non-availability / delay in sanction / disbursement of any loan for any reason whatsoever and if the Applicant/s fails to pay any installment of Sale Consideration or Other Charges, within 60 days from the due date and / or fails to pay any charges or taxes on demand by the LLP, it shall tantamount to Event of Default and shall be subject to the consequences as mentioned elsewhere in this Application.
53. The Applicant/s agrees and understands that some portion of the said Project Lands are earmarked / provisions for construction of apartments for economically weaker section (EWS) of the society, school, shops, Community Building (Club), community centre, commercial premise / building, etc. as approved by the statutory authorities. The Applicant/s agrees and consents that he has no objection to such construction which shall be carried on by the Developer. The Applicant/s agrees and confirms that he shall not have any right, title or interest in any manner in the land earmarked for such construction or in any such commercial premises and other buildings constructed thereon and facilities as provided therein and the LLP shall enter into separate agreements with owners of shops, schools and commercial premises and the Applicant/s agrees and confirms not to raise any dispute / objection in this regard at any time during occupancy of the Apartment or thereafter or to claim any compensation or whatever nature at any time..
54. The Applicant/s agrees that he shall not have any objection if the Developer / LLP raises any finance from any bank / financial institution / body corporate and for this purpose create equitable mortgage on the said Project Lands / Complex or any part thereof, building structure, plant, equipment, machinery, the area not agreed to be sold and any apartments in the Project including the said Apartment by way of mortgage / charge / securitization of receivables or through any other mode, subject to the condition that the said Apartment shall be free and clear of such encumbrances, lien or charges upon execution of the Conveyance Deed in favour of the Applicant/s and for such purposes the Applicant/s hereby gives his consent for creation of such charge anytime before or during the construction / development of the Complex.
55. All statutory charges and other levies (including VAT, Service Tax, Turnover Tax, Cess, GST, Fees, etc. as applicable and revised from time to time) demanded or imposed by the authorities shall be payable proportionately by the Applicant/s, on demand. If such charges are increased (including with retrospective effect) after the Sale Deed has been executed and registered, then these charges shall be treated as unpaid Sale Consideration of the said Apartment and the Developer / LLP shall have lien on the said Apartment for recovery of such charges.
56. The Applicant/s agrees that the Developer / LLP shall have the right to join as an affected party in any suit / complaint filed before any appropriate court by the Applicant/s if their rights are likely to be affected / prejudiced in any manner by the decision of the court on such suit / complaint. The Applicant/s agrees to keep the LLP fully informed at all times in this regard.
57. In case the Applicant/s has to meet any commitment to pay any commission or brokerage to any person for services rendered by such person to the Applicant/s whether in or outside India for allotment of the said Apartment, the LLP shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the Sale Consideration amount agreed to be paid by the Applicant/s to the LLP vis-à-vis the said Allotment. Further the

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Third Co-Applicant, if any

Applicant/s undertakes to indemnify and hold the LLP free and harmless from and against any or all liabilities and expenses in this connection.

58. The Applicant/s, if resident outside India or having NRI status, shall solely be responsible for complying with the formalities laid down in Foreign Exchange Management Act (FEMA) and Reserve Bank of India (RBI) Act, as amended upto date and Rules / Guidelines made / issued thereunder and all other applicable laws including that of remittance of payments, acquisition / sale / transfer of immovable properties in India, etc. and provide the LLP with such permissions, approvals which would enable it to fulfill its obligations. In case any such permission is ever refused or subsequently found lacking by the statutory authorities / the LLP, it shall tantamount to Events of Default and shall be subject to consequences as enumerated elsewhere in this Application. The Applicant/s agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant/s shall alone be liable for any action under FEMA / RBI Act. The Applicant shall keep the Developer fully indemnified and harmless in this regard.
59. The Applicant/s is executing the present Application with full knowledge of all applicable laws and / or statutory amendments thereof, regulations, notifications, circulars, government directives as applicable to the said Project including but not limited to the Haryana Development and Regulation of Urban Area Act, 1975, the Haryana Apartment Ownership Act, 1983 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and the rules made thereunder, as amended from time to time and shall not claim ignorance or lack of understanding of the same as a defense against any difference or dispute that may arise, if any, in relation to this Application and the Project at any time.
60. That the LLP shall not be responsible towards any third party making payment / remittances on behalf of the Applicant/s or otherwise and such third parties shall not have right, title, claim, interest in this Application or the said Allotment or said Apartment at any time. The LLP shall issue money receipts and / or the Allotment Letter in favour of the Applicant/s only. It is hereby unconditionally agreed by the Applicant/s that regardless of the LLP having received any payment from any third party against the said Apartment, the Applicant/s alone shall remain entirely and exclusively responsible and liable for all the payments including third-party payments that may be made to the LLP in respect of the said Apartment.
61. That the Applicant/s agrees and confirm that he shall not be eligible to lodge request for endorsement of the said Allotment in favour of it's nominees and / or add / delete the name of the Co-Applicant/s, till the payment of installment due up to the stage of "within 90 days of Application / on Bhoomi Poojan, whichever is later" (i.e. 30% of BSP) against the said Allotment. The LLP may in its sole discretion permit the same on such terms and conditions and execution of required documents by the Applicant/s or his nominee as it may deem fit and on the payment of such administrative charges as may be determined by it from time to time. The Applicant/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations / additions / deletions. Any change in the name (including additions / deletions) of the Applicant/s as registered with the LLP will be deemed as endorsement for this purpose. The LLP shall permit such endorsement on execution of prescribed documents and payment of such administrative charges, as applicable from time to time.
62. That in case the Applicant/s has secured any finance / loan against the said Allotment/Apartment from any financial institution / bank, a 'No Objection Certificate' of such financial institution / bank will be required at the time of lodging the request for endorsement of the said Allotment. The Applicant/s agrees and confirms that in case the Applicant/s transfers the said Allotment / Apartment to any third party in any manner whatsoever without lodging the request for endorsement thereof with the LLP, the same shall be treated as null and void and such transfer shall not be binding on the LLP.
63. That all notices / communications to be served on the Applicant/s as contemplated by this Application shall be deemed to have been duly served, if sent to the Sole Applicant/s or to the First Applicant/s in case of more than one Applicant/s, at the address given by the Applicant/s and it shall be the responsibility of the Applicant/s to inform the LLP by a registered letter and also obtain a formal specific receipt about all subsequent changes in his correspondence address, if any, failing which all letters and communications posted at the first registered address will be deemed to have been received by the Applicant/s at the time when those should normally reach at such addresses and the Applicant/s shall be responsible for any default for any payment and other consequences that might accrue therefrom. However, any change in the address of the Applicant/s shall be communicated to the LLP through registered post within 7 (Seven) days of such change. In all communications, the reference of the customer id and / or the Apartment number must be mentioned clearly. In case there are joint Applicant/s all communication shall be sent by the LLP to the First Applicant, at the address given by him for mailing and which shall for all purpose be considered as served to all the Applicant/s and no separate communication shall be necessary to the other named Applicant/s. All communication to the LLP shall only be in the name of the First Applicant and the LLP shall not take cognizance of any communication if received from any person other than the First Applicant.
64. The Applicant/s understands and agrees that under no circumstances shall, the payments made under this Application, be construed or deemed to create, in any manner whatsoever, any interest, entitlement or lien on the said Apartment in favour of the Applicant/s. The Applicant/s clearly understands that the ultimate conveyance of the said Apartment in favour of the Applicant/s is contingent on the payment of the entire Sale Consideration and Other Charges & taxes and the due and faithful performance by the Applicant/s of all his obligations agreed and undertaken herein. The LLP shall have the first lien and charge on the said Apartment for all its dues and other sums payable by the Applicant/s to the LLP.
65. The Applicant/s is signing this Application to buy the said Apartment purely on principal to principal basis and nothing

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stated herein shall be deemed to constitute a partnership between the LLP and the Applicant/s or to be construed as a joint venture/s between the Applicant/s and the LLP nor shall the LLP and the Applicant/s constitute an association of persons.

66. The LLP reserves its right to assign all or any of its rights and obligations in respect of the said Project and the Agreement in favour of any Subsidiary / Group Company / third party at any time at its discretion and at any time during the planning, construction and development of the project due to any reason whatsoever including but not limited to sale / merger / amalgamation of the LLP with any entity. With effect from such date of assignment / transfer, all the letters and correspondence exchanged with the Applicant/s including the monies paid thereunder shall automatically stand transferred in the name of such new company / assignee without any alterations in the original terms and conditions. In such event the Apartment Buyers Agreement will be executed /endorsed as the case may be by such new company / assignee with the Applicant/s. The Applicant/s shall continue to perform all their obligations towards such new company in accordance with the terms hereof.
67. That in case, the Applicant/s has booked the Apartment through a Channel Partner, the Channel Partner alone shall be responsible for any representations / promises / commitments made by such Channel Partner to the Applicant/s, save and except as mentioned herein, and the Applicant/s agrees that the LLP shall not be responsible for any representations / promises / commitments made by such Channel Partner to the Applicant/s.
68. All or any grievances, disputes, differences or disagreement arising out of or in connection with or in relation to the terms of this Application, the said Allotment including the interpretation and validity thereof, shall be mutually discussed and settled amicably between the parties, failing which the same shall be referred before Consumer Redressal Forum / Mediation Cell formed by CREDAI-NCR, to arrive at a settlement between the parties and further to this if the parties are unable to arrive at a settlement, the dispute shall be referred for resolution before Sole Arbitrator appointed by the President / Chairman of the LLP for which the Applicant/s hereby gives his consent and has no objection more particularly on the ground that the Sole Arbitrator, being appointed by Chairman / President is likely to be biased in favour of the LLP. The arbitration proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments, modifications or re-enactment thereof for the time being in force. Arbitration as aforesaid shall be domestic arbitration under the applicable laws and the award of the Sole Arbitrator shall be final and binding on the parties. The venue of arbitration shall be Delhi and the Award of the Sole Arbitrator shall be rendered in English. Both the parties will share the fees of the Sole Arbitrator in equal proportion.
69. If any provision of this Application is determined to be void or unenforceable under the Applicable Laws, such provision shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such Applicable Laws and the remaining provisions of this Application shall continue to remain valid and enforceable by and between the Parties.
70. This Application shall be the basis of the Apartment Buyers Agreement which when executed, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede this Application and all other understandings, any other agreements, correspondences, memorandums and arrangements written or oral, between the Parties.
71. Notwithstanding anything contained in this Application, the LLP shall at all times be entitled to seek specific performance against the Applicant/s for performance of the Applicant's obligations under this Application, in addition to and without prejudice to the LLP's rights to claim interest and compensation for any act of commission or omission on the part of the Applicant/s and other rights available to it under Applicable Laws.
72. That the rights and obligations of the parties under or arising out of this Application shall be construed and enforced in accordance with the laws of India. Subject to the above Mediation & Arbitration clause, the Courts at Gurgaon shall, to the specific exclusion of all other courts in India, alone have the exclusive original jurisdiction in all matters arising out of / touching and / or concerning this Application and other related documents like allotment letter / cancellation / termination / forfeiture etc. regardless of the place of execution or subject matter of this application.

**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 which will be comprehensively set out in Apartment Buyers Agreement, Maintenance Agreement, etc. I / We am / are fully conscious that it is not incumbent on the part of the LLP to send me / us reminders / notices in respect of my / our obligations as set out in this Application Form. I / We shall be fully liable for any consequences in respect of defaults committed by me / us in not abiding by terms and conditions contained in this Application. I / We have sought detailed explanations and clarifications from the LLP including the sanctions / approvals for construction of the Project and title / entitlement of the Land Owner and the LLP and the LLP has readily provided all such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the LLP, I / we am / are now signing this Application and paying the monies hereof after being fully conscious of my / our liabilities and obligations including forfeiture of Earnest Money as may be imposed upon me / us. I / We further undertake and assure the LLP that in the event of cancellation of the said Allotment either by way of forfeiture or refund of my / our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I / we shall be left with no right, title, interest or lien on the said Allotment as applied for and provisionally and / or finally allotted to me / us in any manner whatsoever.

Sole / First Applicant

Second Co-Applicant, if any

Third Co-Applicant, if any

[To be filled up and submitted only by those Applicant/s who do not possess PAN]

**FORM NO. 60**

**[See second proviso to rule 114B of the Income Tax Rules]**

Form of declaration to be filed by a person who does not have a permanent account number and who enters into any transaction specified in rule 114B

- 1) Full name and address of declarant .....
- 2) Particulars of transaction .....
- 3) Amount of the transaction .....
- 4) Are you assessed to tax? Yes/No
- 5) If yes:
  - i. Details of Ward/ Circle/ Range where the last return of income was filed?  
.....
  - ii. Reasons for not having permanent account number?  
.....
- 6) Details of the document being produced in support of address in column (1)

**Verification**

I, ..... do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the ..... day of .....

Date : ..... .....

Place : ..... Signature of the declarant

Instructions: Documents which can be produced in support of the address are:-

- a. Ration Card
- b. Passport
- c. Driving License
- d. Identity Card issued by any institution
- e. Copy of the electricity bill or telephone bill showing residential address
- f. Any document or communication issued by any authority of the Central Government, State Government or local bodies showing residential address
- g. Any other documentary evidence in support of his address given in the declaration.

**DECLARATION FOR RESIDENTIAL STATUS OF APPLICANT**

**M/s. M2K Projects LLP**  
E-13/29, First Floor, Harsha Bhawan  
Connaught Circus, New Delhi - 110 001

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

Dear Sir

I .....  
S/W/D of: .....  
Resident of: .....

Presently residing at: .....

being an Applicant/Joint Applicant wrt allotment of Apartment no. .... situated in the residential group housing Project "M2K BEAU MONDE" located at Sector-104, Gurgaon, Haryana. [through my Special Power of Attorney holder

Mr./Ms.: .....

S/W/D. of: .....

Resident of: .....

confirm and declare that I am:

- a) Indian Citizen Resident in India
- b) Person of Indian Origin, being citizen of .....
- c) NRI, residing in ..... since .....
- d) Citizen of ....., resident in India

(Strike out whichever is not applicable)

I declare that the details of my residential status as provided above are true and correct, and I am not restricted under the Foreign Exchange Management Act, 1999 to acquire / purchase an apartment in India. I further confirm and declare that I have complied with the necessary provisions of the Foreign Exchange Management Act, 1999 and the rules, regulations, notifications, directions or orders as made & issued under the said Act in relation to the acquisition of immovable properties by Non Resident Indians / Persons of Indian Origin / Foreign Nationals in India, as may be applicable to me, and undertake that the transaction will not involve, and is not designed for the purpose of contravention or evasion of provisions of the Foreign Exchange Management Act, 1999, or any rules, regulations, notifications, directions or orders made thereunder and I shall continue to abide by the aforesaid provisions in relation to the acquisition of the above immovable property as stated hereinabove. I undertake that permissions / sanctions, if any, that may be required for me under the Foreign Exchange Management Act, 1999 and the rules or any other rules, act, regulations, etc. to purchase the apartment in India shall at all times be my responsibility. I shall keep M/s. M2K Projects LLP and / or the Land Owner M/s. Sadan Realtech Pvt. Ltd. indemnified, saved and harmless in this regard.

**I am enclosing the following documents in support of my residential status**

- a) Self Attested copy of Passport/Voter ID Card (mentioning Citizenship)
- b) Self attested copy of PIO Card
- c) Self attested copy of Visa
- d) Self attested copy of passport pages containing immigration stamps

Note: Please fill and submit separate declaration for each applicant.

Signature of Applicant

## PAYMENT COVERING LETTER

Remittance of Payment against allotment of Apartment in the Residential Group Housing Project  
**“M2K BEAU MONDE” situated at Sector–104, Gurgaon, Haryana**

**To:**

**M/s. M2K Projects LLP**  
**E-13/29, First Floor, Harsha Bhawan**  
**Connaught Circus, New Delhi - 110 001**

**From:**

Name : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 \_\_\_\_\_  
 Phone : \_\_\_\_\_

Dear Sir

Enclosed herewith please find the payment for and on behalf of the following Applicant/s:

	Sole/First Applicant	Second Co-Applicant, if any	Third Co-Applicant, if any
Name:			
S/W/D/o:			
Residence of			
Apartment No.:			

Details of enclosed Cheques / Draft / Pay Orders:

S. No.	Bank Name	Cheque No.	Date	Amount
01.				
02.				
03.				
04.				

..... .....  Name & Signature of the Person making payment on behalf of the Applicant/s	..... Name & Signature of the Sole / First Applicant
	..... Name & Signature of the Second Co-Applicant, if any
	..... Name & Signature of the Third Co-Applicant, if any

Checklist of documents to be submitted alongwith this Application		
S. No.	Particulars	Remarks
1	Application Form duly filled in and signed by all Applicant/s and/or Signatories at all pages at the specified spaces and at all cuts, corrections and over writing	
2	Account Payee Cheque/ Pay Order/D.D. in favour of "M2K Projects LLP" payable at par at Delhi NCR	
3	Self attested copy of PAN Card of each Applicant/s [Please submit Form 60 where the Applicant/s does not hold PAN]	
4	2 nos. of self attested passport size photographs of all the Applicant/s and/or Signatories of the Application	
5	Specimen signature of all the Applicant/s and/or Signatories of the Application, duly attested by the Banker	
6	Declaration of Residential Status of all the Applicant/s, in the attached format, alongwith the documentary evidence in respect thereof	
7	Self attested copies of Photo Identity Proof of all the Applicant/s and/or Signatories of the Application [Passport / Aadhaar Card/ Voter ID Card / Driving License]	
8	Self attested copies of Residence Proof of all the Applicant/s and/or Signatories of the Application [Passport / Ration Card / Voter ID Card/ Driving License/ Latest Electricity Bill/Telephone Bill/Bank Statement]	
9	<u>In case the Applicant is an HUF:</u> a. List of Members b. Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF	
10	<u>In case the Applicant is a Company:</u> a. Certified true copy of the Certificate of Incorporation b. Certified true copy of the Board Resolution authorizing the representative to sign this Application Form c. Certified true copy of the Memorandum of Association and the Articles of Association of the Applicant Company d. List of Directors	
11	<u>In case the Applicant is a Partnership Firm:</u> a. Certified true copy of the Partnership Deed b. Authorization Letter / Power of Attorney authorizing the representative to sign this Application Form	
12	<u>In case the Applicant is a Trust:</u> a. Certified true copy of the Trust Formation / Trust Deed b. Authorization Letter / Power of Attorney authorizing the representative to sign this Application Form	



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**M2K Projects LLP**

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