

OYSTER

— GRANDÉ —

APPLICATION FORM



Date: _____

M/s. Adani M2K Projects LLP

Adani House, Plot No.83
Sector-32, Institutional Area
Gurgaon (Haryana) - 122001

APPLICATION FOR PROVISIONAL ALLOTMENT OF ONE RESIDENTIAL APARTMENT IN YOUR GROUP HOUSING PROJECT "OYSTER GRANDE" SITUATED AT SECTOR-102/102A, GURGAON, HARYANA ("PROJECT").

Dear Sir

I / We (hereinafter referred to as the "Applicant/s") understand that M/s. Adani M2K Projects LLP (hereinafter referred to as "the Developer") is developing a Residential Group Housing Project under the name and style of "Oyster Grande" situated within the revenue estates of village Khedki Mazra, Sector – 102 / 102A, District Gurgaon, Haryana (hereinafter referred to as the "Project / Complex").

I / We hereby apply for provisional allotment of one Residential Apartment in your aforesaid 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 No. _____ Dated: _____ Drawn on _____ Bank in favour of M/s. Adani M2K Project LLP being the Application Money, which may please be treated as part of Earnest Money against 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 Project. The Developer reserves the right to accept or refuse the allotment of Apartment in the said Project / Complex. This Application neither constitutes any binding contract or 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 of the Applicant/s and consequent allotment of the Apartment in favour of the Applicant/s. This Application per se does not create any right or interest, of any nature of the Applicant/s in the said Allotment / Apartment.

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 my / our expression of interest in the said Apartment shall become definitive only after the due acceptance of the same by the Developer in writing and shall be subject to the terms and conditions laid down by the Developer as a condition precedent to such acceptance. I / We understand that payment of installment to the Developer on time in tune with the payment plan / on demand shall be the essence of allotment.

In the event of the Developer deciding to provisionally allot me / us an apartment in the said Project, I / we agree to pay further installment of sale consideration and all other charges and taxes as stipulated in this Application and /or the Apartment Buyers Agreement and I / we agree to sign and execute the Apartment Buyers Agreement, Maintenance Agreement, etc. in the Developer's standard format and further I / we shall be bound by those documents and any other related documents, as and when desired by the Developer. 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 Developer in the Project and title of the land on which the Project is being developed. I / We have fully gathered from the Developer 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 a careful consideration of all facts, terms and conditions, I / we am / are signing and submitting this Application.

Notwithstanding anything contained in this Application, the Applicant/s understands 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.

Sole/First Applicant

Second Applicant, if any

My/Our particulars for all intents and purposes are mentioned as under:

	Sole/ First Applicant	Second Applicant (if any)
Name:		
S/W/D/o:		
Residence Address:		
PAN:		
Date of Birth:		
Phone No.:		
Mobile No.:		
Email:		
Nationality:		
Residential Status:	Resident / NRI / PIO	Resident / NRI / PIO

Photograph of Sole/First applicant (with signature across it)

Photograph of Second applicant,if any (with signature across it)

Sole/First Applicant

Second Applicant, if any

Apartment Particulars & Sale Consideration:

Apartment Particulars: (Provisional)	Accommodation Type:	
	Apartment No.:	Floor no
	Tower No.:	Type
	Tentative Super Area:	Tentative Apartment Area:
Basic Sale Price (BSP): Rs. @ Rs.Per Sq. ft. of Super Area		
Preferential Location Charges (PLC):	Rs. @ Rs. per Sq. ft. of the Super Area for	
	Rs. @ Rs. per Sq. ft. of the Super Area for	
Car Parking Charges	Rs. for Car parking at	
EDC/IDC, IFMS, CMRC, Power back up charges, Escalation Charges, FTTH and other Charges and Taxes shall be payable extra as per Payment Plan, attached herewith		
Payment Plan opted:	Construction Linked Payment Plan [<input type="checkbox"/>] Down Payment Plan [<input type="checkbox"/>]	

Details of Marketing Personnel & Channel Partner:-

Mode of Booking: Direct / Channel Partner:	Channel Partner Seal & Signature: if applicable
Name and signature of Marketing Personnel:	
Marketing Executive _____	Marketing Manager _____

Declaration:

I / We the undersigned do hereby declare that my / our application is irrevocable and the above mentioned particulars / information are true and correct to the best of my / our knowledge and no material facts have been concealed therefrom. 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 Developer's Standard Format as and when stipulated by the Developer. I / We acknowledge that it is only upon encashment of the enclosed cheque 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 Developer for any reason, my / our claims shall be limited only to the extent of refund of the amount deposited by me / us with the Developer in relation to this Application without any interest, compensation or damages. I / We further declare and confirm that I / we shall have no claim against the Developer for non-allotment and / or withdrawal of the allotment for any reason whatsoever.

Sole/First Applicant

Second Applicant, if any

SALIENT TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF AN APARTMENT IN “OYSTER GRANDE”

1. The Applicant/s has submitted this application for provisional allotment of an Apartment in the Residential Group Housing Project “Oyster Grande” situated within the revenue estates of village Khedki Mazra, Sector-102 / 102A, District Gurgaon, Haryana (hereinafter referred to as “Complex” or “Project”) being marketed/developed / constructed by M/s. Adani M2K Projects LLP (hereafter referred to as “the Developer”) with his / their full knowledge and satisfaction of all laws, notifications, terms and conditions, rules and regulations, etc. applicable to the said Project / Apartment. That M/s. Aakarshan Estates Pvt. Ltd. (the “Land Owner”) has obtained License No. 29 of 2012 & License No. 30 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 licenses (the Project Lands). That pursuant to inter se arrangement between the Developer and the Land Owner, the Developer has obtained the development, construction, and marketing rights from the Land Owner in respect of the Multistoried Group Housing Complex to be constructed and developed on the Project Lands.
2. The Applicant/s agrees that this Application so submitted by him/them is a mere request or expression of interest for provisional allotment of an Apartment in the Project. The Developer reserves the right to accept or refuse this Application. This Application neither constitutes any binding contract or agreement to sell in the favour of the Applicant/s nor the receipt of any amounts paid with this Application amounts to any acceptance of the Application of the Applicant/s and consequent allotment of the Apartment in favour of the Applicant/s. This Application does not create any right or interest, of any nature of the Applicant/s in the Apartment. The allotment will be subject to the compliance of all terms, conditions and obligation of payments and other requisites as per the terms and conditions provided herein and that may be provided in the Apartment Buyers Agreement to be executed in the standard format provided by the Developer. The Applicant/s is signing all the pages of this Application in token of his/their acceptance of the same.
3. The Developer shall be entitled to accept or reject this Application at its sole and absolute discretion. In case, the Developer is unable to provisionally allot any Apartment within 03 months from the date of encashment of Application Money 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 Developer in favour of Applicant/s shall be the complete discharge of all obligations on the part of the Developer. The Applicant/s shall have no right, claim or interest of whatsoever nature or kind against the Developer thereafter. If this Application of the Applicant/s is accepted, the information of the provisional allotment shall be issued which shall be subject to the terms & conditions of this application and 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 Developer 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 Developer and understood detailed information about the Project and has completely satisfied himself / themselves about all aspects of the Project including the sanctions / approvals obtained for construction / development and title / rights of the Land Owner and the Developer. That the Applicant/s has understood and accepted the plans, specifications shown to him / them which are tentative and are kept at the Developer’s Corporate Office and at Project site and agrees that the Developer may make such variations, additions, alteration and modifications therein as it may, in its 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 Developer to allot the Apartment and acknowledges that the Developer 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 Developer 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 & 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 Haryana Urban Development Authority vide Memo No. ZP-797/JD(BS)/2012/20300 dated 10/10/2012 and has satisfied himself / themselves in all respect.
5. The Super Area mentioned hereinabove is only for the purpose of calculating the Sale Consideration in respect of the said Apartment. The Super 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, chajjas, cupboards, shafts, double height lobbies / rooms, etc. and half the area of common walls with adjacent premises / apartment, which form integral part of said Apartment. Common Areas shall mean all such parts / areas in the said Project which the allottee shall use by sharing with other occupants of the said Project including entrance lobby, lift lobbies & landings, lift shafts, electrical shafts, fire shafts, plumbing shafts, LV shafts, HVAC and service ledges on all floors, common corridors and passages, driver’s / common toilets, staircases, mummies, services areas including but not limited to lift machine room, pump room, electric sub-station, transformers, DG set room, fan rooms, laundromat, maintenance offices, stores, gas bank, garbage room, panel rooms, Fire Control Room, FTTH / Network room, service toilets, car wash, STP, HSD tank, guard rooms, back office, circulation area, refuse areas, security cabins, architectural features, etc. It is specifically made clear that the computation of Super Area of the Said Apartment does not include the following:
 - a) Sites / Area for Convenient Shopping.
 - b) Sites / Buildings / Area of Community facilities, amenities like School, Club, Community Centers, Dispensary, Crèche, Religious Buildings, Health Centers.
 - c) Roof / Terrace excluding exclusive terraces allotted to Apartments / Penthouses.
 - d) Covered / Open Car Parking Area within / around Buildings for allottees / visitors.

Sole/First Applicant

Second Applicant, if any

6. The terrace rights of the buildings / towers to be constructed in the said Project shall exclusively be dealt by the Developer. The Applicant/s shall 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. The Developer may earmark any part of the terrace for such usage as it may deem fit on such terms and conditions as may be decided by the Developer, in its sole discretion, explicitly in writing.
7. It is clarified that no Apartment allottee / 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 in the deed of declaration which may be filed by the Developer 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 Apartment shall be limited to and governed by what is specified by the Developer in the said declaration. The Applicant/s shall not be vested with any exclusive right, title or interest in any common areas and facilities and limited common areas and facilities, if any, in the Project. The Applicant/s shall use the same by sharing with other occupants / allottee/s of the said Project subject always to the terms and conditions which shall be more specifically described by the Developer in the declaration, bye-laws of the association, Maintenance Agreement and the provisions of the Haryana Apartment Ownership Act, 1983.
8. That the Applicant/s agrees to pay the Sale Consideration of the Apartment and other charges on the basis of Super Area and subject to consequential changes in the rate of taxes, imposition of new taxes by any statutory body(s) of Government of India or State of Haryana, or Municipal Corporation, etc. The statement of account of the apportionment of such additional taxes / charges as prepared by the Developer shall be conclusive, final and binding on the Applicant/s.
9. The Applicant/s hereby agrees to pay, as and when demanded by the Developer, the following allied charges in addition to the Sale Consideration:
 - a) Proportionate External Development Charges (EDC), Infrastructure Development Charges (IDC) as leviable by HUDA and any enhancement thereof by the Govt.
 - b) Power back Up Charges @ Rs. 25,000/- Per KVA.
 - c) Interest Free Maintenance Security Deposit (IFMS) @ Rs. 100/- per sq. ft. of super area of the Apartment.
 - d) Club Membership Registration Charges (CMRC) @ Rs. 2,50,000/- per Apartment and regular usage charges as per standard terms and conditions of the Developer.
 - e) Charges for obtaining main connection for the Complex for water and sewerage from Municipal Corporation / Local Authority / Body which will be deposited by the Applicant/s at actuals and pro-rata basis as and when demanded by the Developer.
 - f) Charges for electrification / connection from the electric supply from Base Station to the sub-station in the Project / Complex, and for the sub-station, which will be deposited by the Applicant/s on pro rata basis with the Developer before completion of the Project while the charges for electrification / connection from the sub-station to the Apartment of Applicant/s will be paid directly by the Applicant/s to the electric supply Authority / the Developer, on demand, at actuals. However, the cost of cabling from the Applicant/s meter to the Apartment has been included in the Basic Sale Price.
 - g) Costs towards electricity meter, security deposit, energizing charges, etc.
 - h) Security Deposit, connection charges and recurring charges for piped gas connection, if available.
 - i) Security Deposit, connection charges and recurring charges for FTTH, if available.
 - j) Stamp duty, registration and other incidental charges for execution and registration of the Sale Deed of the Apartment in favour of the Applicant/s.
 - k) Any levies, rate, charge, taxes like Service Tax, Turnover Tax, VAT, GST, or any other levies / cess / taxes imposed by the Central or State Government or any authorities (including from retrospective effect).
 - l) 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 or requested by the applicant/s.
 - m) Maintenance charges, Sinking Fund and other charges as per standard terms of the Developer.
 - n) Regular usage charges for use of common facilities like Laundromat, Car wash, or similar other amenities, if so provisioned.

Sole/First Applicant

Second Applicant, if any

10. The Applicant/s agree and understand that the Developer 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. The Applicant/s shall enter into a separate maintenance agreement with the Developer or its nominated / appointed maintenance agency / body in the form to be provided by the Developer. It is made clear to the Applicant/s that the Developer 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 Apartment. The Applicant/s undertakes to pay the maintenance bills for maintaining various services / facilities from the date of offer of possession by the Developer irrespective whether the Applicant/s has taken possession or not, until the maintenance function is handed over to the association, government or any local body for maintenance as per applicable law. The Applicant/s hereby agrees and accepts that provision 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, periodic maintenance charges, sinking funds, etc. to the Developer 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 deposit applicable deposit for maintenance charges based upon Super Area of the Apartment. The Developer has made it specifically clear to the Applicant/s that the computation of the sale consideration amounts does not include in any manner recovery or payments towards running, maintenance and operation of 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 / agency or body appointed by the Developer / competent authority in the Project in accordance with terms of the maintenance agreement, bye laws and provisions of the Haryana Apartment Ownership Act, 1983.
11. The Applicant/s fully recognizes / admits and agrees that the sale consideration 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 an abnormal increase in the cost of the materials and / or labour charges used in the construction work (hereinafter referred to as "Escalation Charges"), the same shall be recoverable from the Applicant/s.
12. The Applicant/s agrees that out of the amount/s paid/payable by him/them towards the sale consideration and other charges, 15% (Fifteen Percent) of the Sale Consideration (Basic Sale Price + PLC + Parking Charges) shall be treated as Earnest Money to ensure fulfillment of the terms and conditions by the Applicant/s, as contained herein and in the Apartment Buyers Agreement. Timely payment of the Sale Consideration and other charges & taxes as per the Payment Plan is the essence of the Allotment.
13. It is clearly agreed and understood by the Applicant/s that it shall not be obligatory on the part of the Developer 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 or any further document signed or to be signed by the Applicant/s with the Developer. The Applicant/s hereby also covenants to observe and perform all the terms and conditions of Application Form, Apartment Buyers Agreement, Maintenance Agreement, Sale Deed etc. and to keep the Developer and its agents and representatives, estates and effects 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 may suffer as a result of non-performance of the said terms and conditions by the Applicant/s.
14. It is understood by the Applicant/s that the Developer shall have right to adjust any payments received from the Applicant/s, first towards the Interest and other sums, if any, due from the Applicant/s and the balance, if any, towards the Sale Consideration.
15. In the event the Applicant/s fails to pay any installment/s and/or other charges & taxes with interest within 60 days from the due date as provided in the payment plan, the Developer shall have the right to cancel / terminate the allotment forthwith and upon such cancellation the Applicant/s shall be left with no right, title, interest or lien on the said allotment / apartment whatsoever. In the event of the Allotment being terminated / cancelled as aforesaid, the Developer shall be free to allot the Apartment to new Applicant/s on the terms and conditions as deemed fit by the Developer. Upon such cancellation / termination of allotment, the Applicant/s in addition to the forfeiture of the Earnest Money shall also be liable to reimburse to the Developer the amount of brokerage / commission paid by the Developer and any direct expenses incurred by the Developer vis-à-vis allotment of the said Apartment and any loss suffered by the Developer in terms of realization of lesser sale consideration against sale of the said apartment to any other person / third party. The amount paid by the Applicant/s, over and above the Earnest Money, the brokerage / commission paid by the Developer against the said apartment, the direct expense incurred by the Developer vis-à-vis allotment of the said Apartment and the loss in terms of realization of lesser sale consideration against allotment of the said apartment to any other person / third party, shall be refunded by the Developer without interest subject to release of mortgage by the bank / financial institution of the Applicant/s, if any and upon re-allotment of the said Apartment to any other person / third party.
16. That time is essence with respect to the Applicant/s obligation to pay the Sale Consideration and other charges & taxes as provided in the payment plan to be paid on or before due date or as and when demanded by the Developer, as the case may be, and also to perform and observe all other obligations as set out herein or the Apartment Buyers Agreement. However the Developer may, in its sole discretion, waive its right to terminate the allotment and enforce all the payment and seek specific performance by the Applicant/s. In such a case, the possession of the apartment will be handed over to the Applicants 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 applicable payment plan, calculated for the period of delay in paying such dues. This discretion for

Sole/First Applicant

Second Applicant, if any

acceptance of the delayed payment with interest as aforesaid shall exclusively vest with the Developer and all decisions taken by the Developer in this regard shall be conclusive, final and binding on the Applicant/s. Acceptance of any payment shall not constitute as a waiver of any clause / article concerning the said Allotment.

17. 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 both / all the Applicant/s and they shall be jointly and severally liable and responsible for the consequences.
18. That the Applicant/s shall make all payments through account payee cheque/pay orders/demand draft payable at par at Gurgaon / Delhi, drawn in favour of the account of the Developer, namely 'M/s. Adani M2K Projects LLP'. The reverse of each cheque / pay order / demand draft shall record the Apartment Number and name of the First Applicant. The Developer does not accept any outstation cheques which are not payable at par at Gurgaon / Delhi.
19. 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 applicable payment plan of the Developer, 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 Developer 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 of the Applicant/s 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 on demand by the Developer additional PLC as per standard policy of the Developer.
20. The Applicant/s acknowledge that the plans, designs, specifications of the Apartment as displayed in the Developer's office are provisional and tentative and are subject to change at the instance of the sanctioning authorities, architects or the Developer itself prior to or during the course of construction or otherwise and the Developer 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. However, if there is any increase / decrease in the areas, the revised sale consideration will be applicable at the Basic Sale Price per sq. ft. as mentioned in this Application. If for any reasons, the Developer is not in a position to allot the Apartment applied by the Applicant/s, it may consider for an alternate property and in case of failure to do so, dispatch the refund amount as deposited by the Applicant/s without any interest and it shall not be liable for payment of any compensation or damages on this account whatsoever.
21. The area and location of the Apartment being applied by the Applicant/s herein is provisional, subject to change during the course of sanction of the layout and building plans or 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 Developer whose decision shall be conclusive, final and binding on the Applicant/s. The Developer to the extent possible shall ensure that the re-allocated apartments are of the same 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 Super 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 Developer 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 except to the extent of refund of the amount paid without interest or compensation.
22. If for any reasons, the Developer is not in a position to allot the Apartment applied for by the Applicant/s due to any reasons whatsoever beyond it's 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 Developer his / their non-acceptance within thirty (30) days of dispatch of the intimation by the Developer, failing which it will be presumed that the Applicant/s has accepted the offer of alternate allotment.
23. The residual or unutilized Floor Space Index (FSI) / Floor Area Ratio (FAR) in respect of the said Project / Complex / Project Lands shall always be available to and shall always be for the benefit of the Developer. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of any favourable relaxation of the relevant building regulations or otherwise, at any time thereafter, the Developer alone shall be entitled to the ownership and benefits of all such additional FSI for the purpose of development and / or construction to the built-up area on the said land, as may be permissible. Under no circumstances, the Applicant/s shall alter, demolish, construct or redevelop the said apartment and / or the Project Land or part thereof or use any unutilized FSI available on the Project Lands. It is also agreed by the Applicant/s that even after society / association has been formed, as permissible, in respect of the said complex in which the said apartment is located, the Developer alone shall continue to retain full right and authority to develop the said land and to utilize such entire FSI.
24. The Developer shall have the absolute right to make additional construction any where in Complex whether on account of increase FSI / FAR or better utilization of the said land 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 the Developer 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 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 other common facilities / amenities of the said Complex.
25. The Applicant/s agrees and undertakes that the Developer, at its sole discretion may construct the Project in phases and the Applicant/s shall have no objection to the Developer undertaking construction or continuing the construction of the Project or other buildings adjoining the Apartment.

Sole/First Applicant

Second Applicant, if any

26. 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 Land 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 agree that he / they shall not raise any objections or make any claim or default in any payments as demanded by the Developer on account of inconvenience, if any, which may be suffered by him / them due to such development / construction activities or incidental / related activities. The Applicant/s gives his / their irrevocable consent to the Developer 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. The Developer relying on this specific undertaking of the Applicant/s in this Application may consider allotting the said Apartment and this undertaking shall survive throughout the occupancy of the Apartment by the Applicant/s or his / their 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 Land / Complex and the Common Area and facilities shall stand varied accordingly. Further all the residuary rights in the proposed 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 at the sole discretion of the Developer.
27. Pursuant to handover of possession of the said Apartment by the Developer to the Applicant/s, the Applicant/s shall permit the Developer 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, electrical faults, plumbing drains, pipes, cables 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.
28. That the Developer proposes to develop a recreational facility with a pool, gym and health club in the Complex subject to the permission / sanctions from the statutory bodies for the purpose of social activities and the Applicant/s has agreed to avail membership of this Club. This Club may be developed simultaneous to or after development of the Said Apartment and for the membership of the Club the Applicant/s agrees to pay the specified Club Membership Registration Charges (CMRC) and its usage charges.
29. The Applicant/s consents and undertakes to pay the CMRC prior to taking possession of the said Apartment as per the payment plan stipulated by the Developer and shall also pay all such other charges as may be stipulated by the Developer from time to time. It is also clarified that the membership to the club will be available to the Applicant/s only and no outsider, without the prior permission of the Developer / Maintenance Agency, will be allowed entry to the Club and the facilities will be used in tune with the terms and conditions as may be stipulated by the Developer / Maintenance Agency from time to time.
30. The Club and attached facilities shall be managed by the Developer / Maintenance Agency or its nominee/s and the Applicant/s shall not interfere in the same. In all eventualities, the ownership of the Club & attached facilities, its equipments, building, furniture, etc. and rights in the land underneath shall continue to vest with the Developer irrespective of the fact that its management is with the Developer and / or its nominee/s or a third party appointed for the purpose. The Applicant/s shall be entitled to avail of the facilities / service provided by the Club and attached facilities as per the AMP rules and regulations and on payment of such periodical user charges as may be fixed by the Developer / Maintenance Agency from time to time.
31. 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 / their commitment to faithfully abide by all the terms and conditions as contained in this Application and the salient Apartment Buyers Agreement.
32. The Applicant/s agrees to pay the applicable Car Parking Charges for Car Parking space for his / their exclusive use, but it shall not have any ownership rights over the parking space allotted to him / them. The Car Parking space whether covered or open would be used exclusively for parking of light motorised vehicles and would not be used as storage or put to any other use under any circumstances, including housing pets, cattle, animals, etc. The Car Parking space is integral part of the said Apartment and cannot be detached from the said Apartment and shall stand automatically transferred along with the transfer of the said Apartment.
33. 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 allotment shall be deemed to be events of defaults liable for consequences including cancellation/termination of the Allotment and forfeiture of Earnest Money, etc. With a view to acquaint the Applicant/s some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:
- (i) Failure to pay any sale consideration installment within 60 days from the due date and/or failure to pay on demand any other charges or taxes.
 - (ii) 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.
 - (iii) Failure to take over possession of the said Apartment for occupation and use within the time stipulated by the Developer in its notice.
 - (iv) Failure to pay on or before the due date the External Development Charges (EDC), Infrastructure Development Charges (IDC), Infrastructure Charges, Escalation Charges or any increase in respect thereof as demanded by the Developer.
 - (v) Failure to pay on or before the due date the maintenance charges, maintenance security deposit or any increases in respect thereof as demanded by the Developer, its nominee or its nominated maintenance agency or associations of Apartment owners.
 - (vi) Failure to sign and return to the Developer the Apartment Buyers Agreement within 30 days from the date of its dispatch by the Developer.
 - (vii) Failure to execute Maintenance Agreement with the Developer or its nominated maintenance agency.
 - (viii) Failure to execute Sale Deed within the time stipulated by the Developer in its notice.
 - (ix) Assignment of said Apartment or any interest of the Applicant/s without prior written consent of the Developer.

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Second Applicant, if any

- (x) Dishonor of any cheque submitted by the Applicant/s for any reason whatsoever.
- (xi) Sale / transfer / disposal of the Parking space by the Applicant/s in any manner, except along with the sale / transfer / disposal said Apartment.
- (xii) Any other acts, deeds or things which the Applicant/s may commit, omit or fail to perform in terms of the said Allotment, the Developer's Standard Agreement, any other undertaking, affidavit, agreement, indemnity, etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Applicant/s agrees and confirms that the decision of the Developer in this regard shall be conclusive, final and binding on the Applicant/s.
34. 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 should note that acceptance of such payment with administrative charges of Rs. 5,000/- is a matter of sole discretion of the Developer without prejudice to any other right of the Developer. If the cheque submitted by the Applicant/s along with this Application Form is dishonoured, the application would be deemed cancelled ab-initio and the Developer will not be under any obligation to inform the Applicant/s about the dishonor of the cheque.
35. The Applicant/s agree that it is necessary to maintain law and order in the common areas of the Complex and he/they will ensure that no activity which is unbecoming of a prestigious residential complex takes place there or within the said Apartment either. The Applicant/s further agrees that the safety and security within the said Apartment / Complex 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/their specific consent. Provisions of such services would not create any liability of any kind upon the Developer / its appointed or nominated Maintenance Agency for any mishap or unbecoming incidence caused by any miscreants or otherwise. The Applicant/s, occupier, family members, servants, employees will all be registered with the security agency so appointed by the Developer or its appointed or nominated Maintenance Agency looking after the Complex and the Applicant/s shall give names and particulars of all residents / occupants to the security agency duly engaged / appointed by the Developer / its appointed or nominated Maintenance Agency to help in their security and other tasks.
36. That all occupants of the Apartment whether by way of leave / licence / 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.
37. The Applicant/s shall be liable to pay his / their share of property tax and all other rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities, whether levied now or in future, on the said Land / Apartment / Complex from the date of Allotment irrespective of the fact that the Applicant/s has not been enjoying the benefit of the Apartment and if paid by the Developer the same shall be restored to the Developer by the Applicant/s on or before taking possession or as and when demanded by the Developer. 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 on demand, such taxes / charges proportionate to the super area of the said Apartment. Apportionment of such taxes, charges, levies by the Developer 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.
38. The Applicant/s agrees that the internal maintenance of the said Apartment and also its insurance shall always remain the responsibility of the Applicant/s.
39. Subject to the compliance of all terms and conditions of this Application Form and the Apartment Buyers Agreement by the Applicant/s including the timely payment of the sale consideration and all other amounts, the Developer 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, which shall include events / circumstances or combination thereof which may prevent / obstruct / hinder / delay the construction / development of the Project including acts of God. e.g. fire, drought, flood, storm, earthquake, epidemics, exceptionally adverse weather conditions or other natural disasters, explosions, accidents, strikes, lock-outs, civil war, riots, insurgency, embargo, revolts, acts of terrorism, military action, any delays caused by a Governmental Authority with respect to obtaining approvals pertaining to the Project, any change in law, non-availability of building materials, disputes with contractors / work force or circumstances beyond the control of the Developer. No claim by way of damages / compensation shall lie against the Developer 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.
40. After the expiry of Forty Eight (48) months and the grace period stated above, the Developer would pay charges @ Rs. 10/- (Rupees Ten Only) per sq. ft. of the Super Area of the said apartment per month up to 6 month and thereafter @ Rs. 15/- (Rupees Fifteen Only) per sq. ft. of the Super 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 and Force Majeure events. These charges would be adjusted at the time of receipt of final payment from the Applicant/s.
41. The Developer, upon obtaining certificate for occupation and use from the Statutory Authority, 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 Developer. The Applicant/s shall take possession within the stipulated period as mentioned in the Developer'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 / they 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 Apartment, the Applicant/s shall not be entitled to put forward any claim against the Developer 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

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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 or its nominated Agency alongwith other Allottee(s) of the Complex. The Developer shall also charge from the Allottee(s) holding charges @ Rs. 10/- (Ten) per sq. ft. per month for the initial default of six month and thereafter @ Rs. 15/- (Fifteen) 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. 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 or any other charges or care-taker charges as provided herein or in the Maintenance Agreement. That the possession of the said Apartment will be delivered by the Developer 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 Developer along with interest for delays, if any. The condonation of such delay is purely a subject matter of discretion of the Developer without prejudice to its other rights contained herein.

42. 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 alongwith 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 costs, charges and expenses towards execution of such necessary Sale Deed including any statutory charges / demands, stamp duty, registration expenses, 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 deed is not executed and registered with the 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.
43. It has been clearly understood by the Applicant/s that the Developer shall construct the said Apartment on their own behalf and will execute the Sale Deed for sale of the said Apartment after its completion. The Applicant/s therefore will not be entitled to claim any ownership of the said Apartment or undivided share of said Land / Complex till such time the entire consideration is paid by the Applicant/s to the Developer as set out herein and the Developer has transferred the said Apartment after its completion along-with undivided proportionate share of land attributable to the said Apartment in favour of the Applicant/s by way of execution of Sale Deed and 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 payment is made to the Developer.
44. The Applicant/s shall be levied penalty for non execution and registration of the Sale Deed, calculated @ Rs.10/- (Rupees Ten Only) per sq. ft. of the Super Area of the said apartment per month up to 6 month and thereafter @ Rs. 15/- (Rupees Fifteen Only) per sq. ft. of the Super Area of the said apartment per month for the period of delay beyond the date as notified by the Developer in its notice and the Developer 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 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 Developer without prejudice to its other rights contained herein. Notwithstanding mention above in case of failing to deposit the stamp duty, registration charges & getting the Sale Deed registered in its favour within the time period mentioned in the notice, the Developer in addition to levy of said penalty shall have right to cancel the allotment and forfeit the earnest money.
45. It is made clear that the Applicant/s shall have no right to claim partition of the Project Lands and / or common areas / facilities. Even the said Apartment is not partitionable.
46. The Applicant/s agrees that he/they can apply for home loan, if required, to any Bank, Financial Institutions to finance the said Apartment at his/their sole discretion and responsibility. The Applicant/s agrees and understands that it shall not be the responsibility or liability of the Developer to make arrangements or facilitate in sanctioning and disbursement of home loan to Applicant/s. The Developer shall not be responsible in any manner if a particular Financial Institution / Bank refuse/reject to finance on any ground. The terms of the Bank / financing agency shall exclusively be binding and applicable upon the Applicant/s only and not upon the Developer in any circumstances. The applicant/s understand and agrees that his / their liabilities to pay the instalment and other amount and charges due and payable to the Developer shall continue irrespective and notwithstanding the eventuality that his/their application, if any, for home loan is rejected by the Bank/ Finance Agency for any reason whatsoever nature. The responsibility of getting the loan sanctioned and disbursed as per the agreed payment schedule will rest exclusively on the Applicant/s and in no event the Developer 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 Developer, as per the agreed payment schedule, shall be ensured by the Applicant/s.
47. The Applicant/s agrees and understands that some portion of the said Project Land are earmarked for provisions of construction of apartment for economically weaker section (EWS) of the society, school, shops, club, community centre, commercial premise/building, etc. as approved by the Govt. authority. The Applicant/s agrees and consents that it has no objection to such construction which shall be carried on by the Developer. The Applicant/s agrees and confirms that it shall not have any right, title or interest in any manner in the land earmarked for such construction.
48. The Applicant/s agrees that it shall not have any objection if the Developer raises finance from any bank / financial institution / body corporate and for this purpose create equitable mortgage on the Project Land, Complex, building structure, the area not agreed to be sold, receivables (including installments towards the said Apartment), etc. in favour of one or more of such institutions and for such events the Applicant/s gives its consent for creation of such charge before or during the construction / development of the Complex.

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49. 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, then these charges shall be treated as unpaid sale consideration of the said Apartment and the Developer shall have lien on the said Apartment for recovery of such charges.
50. The Applicant/s agrees that the Developer shall have the right to join as an affected party in any suit / complaint filed before any appropriate court by the Applicant/s if the Developer's 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 Developer fully informed at all times in this regard.
51. 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 Developer 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 to the Developer vis-à-vis the said Allotment. Further the Applicant/s undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection.
52. 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), 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 Developer 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 Developer, the Allotment shall be liable to be cancelled forthwith and the amount paid towards this Application and further consideration will be returned by the Developer without interest and after forfeiting the Earnest Money, as applicable, and the Developer will not be liable in any manner on such account. The Applicant/s shall keep the Developer fully indemnified and harmless in this regard. 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.
53. That the Developer shall not be responsible towards any third party making the payment/remittances on behalf of the Applicant/s and such third parties shall not have right in this application or the said allotment. The Developer shall issue money receipts for payment in favour of the Applicant/s only.
54. That the Applicant/s agrees and confirm that he / they 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 "On start of excavation/within 90 days of Application, whichever is later" (i.e. 30% of BSP) against the said allotment and the Developer may in its sole discretion permit the same on such terms and conditions and execution of required documents by the applicant/s or his / their 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 Developer will be deemed as endorsement for this purpose. The Developer shall permit such endorsement on execution of prescribed documents and payment of administrative charges, as applicable from time to time.
55. 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 Developer by a registered letter and also obtain a formal specific receipt about all subsequent changes in his / their 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 Developer 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 Developer 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.
56. The Applicant/s understands and agrees that under no circumstances shall, the payments made under this Agreement, 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 is contingent on the payment of the entire sale consideration and all other charges and taxes and the due and faithful performance by the Applicant/s of all its obligations agreed and undertaken herein. The Developer shall have the first lien and charge on the said Apartment provisionally allotted to the Applicant/s for all its dues and other sums payable by the Applicant/s to the Developer.
57. 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 provided by the Developer after allotment. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Apartment Buyers Agreement, the terms and conditions specified in the latter, shall supersede the terms and conditions as set out herein.
58. The Applicant/s is signing this Application Form to buy the said apartment purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Developer and the Applicant/s or to be construed as a joint venture/s between the Applicant/s and the Developer nor shall the Developer and the Applicant/s constitute an association of persons.

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59. The Developer reserves its right to assign all or any of its rights and obligations in respect of the said Project in favour of any third party. With effect from such date of assignment / transfer, all the letters and correspondence exchanged with the Applicant/s including the monies paid there under 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 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.
60. All or any grievances, disputes, differences or disagreement arising out of, or in connection with or in relation to the terms of this Application, allotment or for any reason qua 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 Developer for which the Applicant/s hereby gives his / their 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 Developer. 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 Arbitrator shall be final and binding on the parties. The venue of arbitration shall be Delhi and the Award of the Arbitrator(s) shall be rendered in English. Both the parties will share the fees of the Arbitrator in equal proportion.
61. 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 letter of allotment / 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 Developer 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 Form. I / We have sought detailed explanations and clarifications from the Developer including the sanctions / approvals for construction of the Project and title / entitlement of the Land owner and the Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Developer, I / We am / are now signing this Application Form and paying the monies thereof 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 Developer that in the event of cancellation of my / our 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 of apartment as applied for and provisionally and/or finally allotted to me / us in any manner whatsoever.

Sole/First Applicant

Second Applicant, if any

Channel Partner Service Authentication Form

Channel Partner Details:		
Name:	ID:
Address:	

Customer Details:
Name:
Address:
Apartment Details:

Date of Application:

This is to certify that the above Channel Partner is responsible for this booking.

_____ Sole/First Applicant

_____ Second Applicant, if any

Accepted

_____ Manager Marketing

DECLARATION FOR RESIDENTIAL STATUS OF APPLICANT

M/s. Adani M2K Projects LLP

Date: _____

Adani House, Plot No.83
Sector-32, Institutional Area
Gurgaon (Haryana) - 122001

Dear Sir

I.....

S/W/D of:

Resident of:

Presently residing at:

being an Applicant/Joint Applicant for allotment of Apartment no. of residential apartments in the Project "OYSTER GRANDE" situated at Sector-102/102A, 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 / we declare that the details of my / our residential status as provided above are true and correct, and I / we are not restricted under the Foreign Exchange Management Act, 1999 to acquire / purchase the apartment. I/ we 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 rule regulation, notification, direction or order 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 / we undertake that permissions / sanctions, if any, that may be required for me / us under the Foreign Exchange Management Act, 1999 and the rules or any other rules, act, regulations etc. to purchase the apartment shall at all times be my / our responsibility. I/we shall keep Adani M2K Projects LLP indemnified in this regard.

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

- a) Self Attested copy of Passport/Votor 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

Signature of Applicant

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

PAYMENT COVERING LETTER

**REMITTANCE OF PAYMENT AGAINST PURCHASE OF APARMENT IN THE PROPOSED GROUP HOUSING PROJECT
"OYSTER GRANDE" SITUATED AT SECTOR-102/102A, GURGAON, HARYANA.**

NAME

ADDRESS

.....

.....

PHONE

TO
M/s. Adani M2K Projects LLP
Adani House, Plot No.83
Sector-32, Institutional Area
Gurgaon (Haryana) - 122001

Dear Sir
Enclosed herewith please find the payment for and on behalf of the following Applicant(s):

	Sole/First Applicant	Second Applicant (if any)
Name:		
S/W/D/o:		
R/o:		
Unit No:		

Details of enclosed Cheques / Draft / Pay Orders:

S. No.	Bank Name	Cheque No.	Date	Amount
1.				
2.				
3.				
4.				

..... Name & Signature of the Person Applicant making payment on behalf of the Applicant(s) Name & Signature of the Sole / First Applicant
 Name & Signature of the Second Applicant

Checklist of documents to be submitted along with this Application

S.No	Particulars	Remarks
1.	Application Form duly filled in and signed by all Applicants 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 "Adani M2K Projects LLP" payable at par at Gurgaon / Delhi	
3.	2 nos. of Self attested photographs of all the Applicants.	
4.	Self attested copy of PAN Card (OR Form 60 where the Applicant/s does not hold the PAN) of all the Applicants.	
5.	Self attested copy of Photo Identity Proof all the Applicants. (Passport / Voter ID card/ Driving Licence/ PAN Card).	
6.	Self attested copies of Residence Proof of all the Applicants. (Ration Card / Passport / Driving Licence / Latest Telephone bill/ Electricity Bill / Voter ID card/ Bank statement)	
7.	Specimen signature of all the Applicant/s duly attested by the Banker.	
8.	a) If the Applicant is a Company, Board Resolution in favour of signing person and Memorandum and Articles of Association is required, b) If the Applicant is Partnership Concern, valid and duly attested Partnership Deed. c) If the Applicant is Proprietorship Concern, duly attested copy of Bank Account of the Applicant.	
9.	Additional documents, w.r.t. Residential status, if applicable.	

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