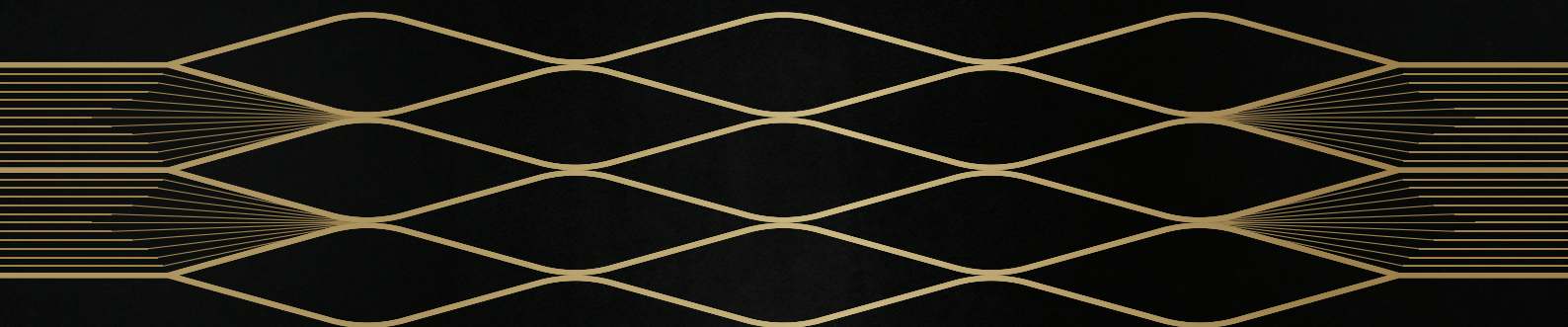


**M3M**

**PRIVÉ 73**

APPLICATION FORM

Call: +918586866824



**Lavish Buildmart Private Limited**  
**Cabin-I, Unit No. SB/C/5L/Office/008, 'M3M Urbana', Sector-67, Gurugram-122102, Haryana, India**  
**CIN: U45300HR2007PTC056065**

**Application Form for the provisional allotment of a commercial unit (retail unit/ food court / F&B outlet)  
in 'M3M PRIVE73', Sector 73, Gurugram (Gurgaon), Haryana.**

**Lavish Buildmart Private Limited ("Company")**

Unit No. SB/C/5L/Office/008, 'M3M Urbana',  
Sector-67, Gurugram-122102, Haryana, India

Dear Sir/s,

I / We request that I / we may be provisionally allotted a unit for commercial use (retail unit / food court / F&B outlet) bearing Unit No. \_\_\_\_\_ ("Unit") in the Block \_\_\_\_\_ with a carpet area of approx. \_\_\_\_\_ sq. ft. / \_\_\_\_\_ sq. mtrs. ("Carpet Area") the details whereof are mentioned in 'Schedule-I' and the specifications are mentioned in 'Schedule-II' in "M3M Prive73" ("Project"). I/We am/ are making this application with full knowledge that 'M3M PRIVE73' is an integral part / block / constituent / segment / phase of the commercial colony situated in Sector 73, Gurugram Manesar Urban Complex, Gurugram (Gurgaon), Haryana, India ("Commercial Colony") in terms of License No. 183 of 2008 dated 25.10.2008 granted for Said land admeasuring 2.75 acres (11132.172 sq. mtrs., 1.102 Hectares approx.) which is owned by the Company and the Project shall be / is being developed on a part of the Said Land being 1.625 acres, and the development thereof shall be carried out / is being carried out in terms of the approved building plans and other approvals.

I / We understand that the Unit is a retail unit / food court / F&B outlet located on \_\_\_\_\_ floor of Block \_\_\_\_\_ in the Project.

A sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards initial amount and GST as applicable for the Unit is being paid vide Cheque/ Banker's Cheque/ Pay Order/ Demand Draft bearing no(s). \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ payable at \_\_\_\_\_ or through electronic transfer vide NEFT/ RTGS/ UTR No. \_\_\_\_\_ sent through \_\_\_\_\_ Bank on \_\_\_\_\_.

I/We have complete knowledge of 'M3M PRIVE73' and the Commercial Colony. I/We agree that the provisional allotment of the Unit shall be subject to my/our Application being complete in all respects and the initial booking amount deposited with the Application Form realized by the Company. I / We also agree that the provisional allotment of the Unit shall be at the absolute discretion of the Company and in case of rejection of my Application, I / We undertake not to claim any compensation or interest from the Company except the refund of my / our initial booking amount.

I / We agree to execute Agreement for Sale ("**Agreement**") for the Unit in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and any amendments made therein from time to time and prevailing as on the date of execution. I / We undertake to pay the registration fee for the registration of the Agreement and / or other incidental expenses thereto. The allotment of the Unit shall be subject to terms and conditions of this Application Form, allotment letter and / or Agreement (to be executed) and other such terms and conditions as in future may be applicable and I / we undertake to abide by such terms and conditions.

The Project is duly registered under the Real Estate (Regulation & Development) Act, 2016 ("**RERA Act**"), read with Haryana Real Estate (Regulation & Development) Rules, 2017 ("**H-RERA Rules**") and The Haryana Real Estate Regulatory Authority, Gurugram Regulations, 2018 ("**HARERA Regulations**") framed thereunder by the Government of Haryana with the Haryana Real Estate Regulatory Authority at Gurugram on 24.05.2019 under Registration No. RC /REP/HARERA/GGM/333/ 65 /2019 /27.

I/We understand that the provisional Allotment of Unit does not constitute an Agreement and does not confer any rights to me / us in the Unit unless an Agreement has been executed by the Company on receipt of at least ten percent of the total consideration of the Unit. I/We undertake that upon provisional Allotment of the Unit by the Company, to me/us, I/we undertake to timely execute the Agreement and other documents in the manner and also in accordance with the provisions of the applicable Law being in force at that time, at my / our expenses / cost.

I/We agree that timely payment of the installments of the Total Consideration and other charges for maintenance of essential services and common facilities (as mentioned in '**Schedule III**' hereinafter), as per the Payment Plan (as mentioned in '**Schedule-IV**' hereinafter) is the essence of the Allotment. I/ We declare and confirm that I/ we have understood the Payment Plan, and the binding effect of the terms and conditions and the implications of non- compliance.

The Company, subject to force majeure conditions, and reasons beyond its control, proposes to complete the construction of the Project and handover possession of the Unit on or before 29.02.2024, or as may be further revised / approved by the authorities. However, the period of completion of 'M3M PRIVE73' for the reasons attributing beyond the control of the Company may be extended with the approval of the competent authorities / RERA / HRERA. The Applicant confirms having understood that since the Commercial Colony is proposed to be developed in a phase-wise manner certain facilities and services might be available in accordance with the phase-wise construction of the Commercial Colony and shall be available as the construction progresses.

I / We have applied with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana / Project / Commercial Colony, which also have been duly explained by the Company and understood by the Applicant. My / our particulars are stated in "**Schedule V**".

The documents as mentioned in "**Schedule-VI**" are enclosed herewith this Application.

I / We understand that the terms and conditions mentioned in "**Schedule-VII**" are indicative in nature which are subject to change at the discretion of the Company.

I/we in order to reap maximum benefits of the investments made by us, agree and acknowledge and

hereby grant the Company the pre-emptive rights of leasing the Unit either individually and/or collectively with other units for the larger benefit of the respective allottees of the units concerned.

The communications sent by the Company on the E-mail address provided by the First Applicant shall be deemed to have been duly served by the Company.

**INDIAN PROPERTY ASSOCIATE's / CHANNEL PARTNER'S NAME & ADDRESS (as registered with Haryana Real Estate Regulatory Authority):**

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Indian Property Associate's / Channel Partner's Seal and Signature

**DECLARATION:**

I/ We have fully read and understood the terms and conditions as set out in the Application Form and Schedules thereto. I/ We undertake to abide by such terms and conditions including any amendment therein from time to time. I / We further declare that the details / information provided in the Application Form are true and nothing has been concealed. In the event of any notice in the knowledge of the Company of being false and untrue on my / our part, the Company at its sole discretion may cancel the Allotment and initiate appropriate legal action at my / our costs, risks and consequences.

Yours faithfully,

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

Place: \_\_\_\_\_

Signature of Applicant(s)

Registration No. : 27 of 2019 dated 24.05.2019 (*duly registered with the Haryana Real Estate Regulatory Authority*)

**DETAILS OF THE UNIT**

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Unit No.: \_\_\_\_\_ Unit Type : \_\_\_\_\_

Floor No.: \_\_\_\_\_ Block No.: \_\_\_\_\_

*Carpet Area of the Unit* \_\_\_\_\_ sq.ft./ \_\_\_\_\_ sq. mtr. (approx.) (1 sq.mtr. = 10.764 sq.ft.)

*Area of External Walls and internal shafts exclusive to the Unit* \_\_\_\_\_ sq.ft./ \_\_\_\_\_ sq.mtr. (approx.) (1 sq.mtr. = 10.764 sq.ft.)

*Super Area of the Unit* \_\_\_\_\_ sq.ft./ \_\_\_\_\_ sq. mtr. (approx.) (1 sq.mtr. = 10.764 sq.ft.)

*Area of Exclusive balcony / Verandah of the Unit* \_\_\_\_\_ sq.ft./ \_\_\_\_\_ sq.mtr. (approx.) (1 sq.mtr. = 10.764 sq.ft.)

*Proportionate common area of the Unit* \_\_\_\_\_ sq.ft./ \_\_\_\_\_ sq. mtr. (approx.) (1 sq.mtr. = 10.764 sq.ft.)

**SPECIFICATIONS OF THE UNIT**

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**TOTAL CONSIDERATION****TOTAL CONSIDERATION**

Total Consideration of the Unit is ₹ \_\_\_\_\_/- @ ₹ \_\_\_\_\_/- per sq. ft. of Carpet Area (Cost of the Unit is ₹ \_\_\_\_\_/- and GST amount of ₹ \_\_\_\_\_ - as Calculated @ 12%\*).

\*As per the present rate.

1. A Carpet Area of \_\_\_\_\_ sq. mtrs. / \_\_\_\_\_sq. ft. (approx.);
2. Exclusive balcony / Verandah having an area of \_\_\_\_\_sq. mtrs. / \_\_\_\_\_sq. ft. (approx.);

**OTHER CHARGES**

In addition to the Total Consideration, the Allottee shall be liable to pay the following:

Interest Free Maintenance Security (IFMS) of ₹. \_\_\_\_\_/-per sq.ft. of Carpet Area.

Power Back-Up Charges: ₹. \_\_\_\_\_/-per sq.ft. of Carpet Area

**Notes / Terms:**

- All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order /Demand Draft payable at New Delhi/Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favor of / to the account of "M3M LAVISH COLLECTION ACCOUNT", having Swift Code ICICINBBCTS, having Account No. 039905006708, with IFSC Code ICIC0000399, in ICICI Bank.
- The Application would be considered for provisional allotment subject to realization of the booking amount. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
- The allotment shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time.
- Upon issuance of the Allotment Letter, the Allottee shall be liable to pay the Total Consideration and the Other Charges as specified herein and / or in the Agreement together with the applicable government taxes and levies as per the Schedule of Payments hereunder, time being the essence.
- The Total Consideration is inclusive of Development Charges (DC)(External Development Charges ("EDC") and Infrastructure Development Charges ("IDC"), Infrastructure Augmentation Charges ("IAC") as defined hereinafter), Electricity Installation Charges, Applicable Statutory Charges, Tax, Labour Cess, Duty, GST, Water, Gas and Other Utilities Infrastructure and Connection Charges, as applicable . Further, any revision in EDC, IDC, IAC, Statutory Charges, Taxes, GST, Labour Cess etc., shall be communicated and shall be charged as applicable from time to time as per the applicable rates and as permissible under the Applicable Law.
- The Applicant has applied for the booking and allotment of the Unit being fully aware of the cost of the Unit, and also of the new tax regime of Goods & Services Tax (in short 'GST') having come into

existence with effect from 01.07.2017. Therefore, the Application has been made by the Applicant having being fully aware that all payments made and all bookings made will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant also confirms that he / she shall not claim any GST credit and/or claim any reduction in price of the Unit due to application of GST.

- The Applicant / Allottee shall, in relation to the Unit (so allotted), make all payments to the Company from his own bank account only and not from and through the bank accounts of any third party. The Applicant / Allottee alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favor of the Applicant / Allottee only. Payments from sources other than the Allottee ("**Third Party**") is/are to be accompanied with requisite no-objection certificate(s) as per the approved format of the Company failing which the Company may in its sole discretion reject the same and return directly to said Third Party. The Applicant / Allottee undertakes to indemnify the Company in this regard.
- The Agreement shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws including the Haryana Apartment Ownership Act, 1983 (along with the rules and regulations as may be framed thereunder) and the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 (along with the rules and regulations as may be framed thereunder by the State of Haryana).
- If Allotment of the Unit is cancelled either by the Applicant or by the Company, the Applicant shall cease to have any claim against / upon the said Unit and / or against the Company (except for the refund as stated herein) and the Company shall be free to deal with the said Unit in any manner whatsoever without any further reference / intimation to the Applicant.
- Please further note that the Agreement shall contain detailed terms and conditions of the sale of the Unit in favor of the Applicant. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement shall prevail.
- In the event the Applicant / Allottee fails or neglects to comply with any of his obligations under the Application Form / Allotment Letter, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated herein (and interest thereon, if any) or seeks to withdraw or cancel the Allotment / Agreement in respect of the said Unit (so allotted), the Applicant shall be deemed to be in default and the Company shall be entitled to forfeit the earnest money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Applicant for breach and non-payment of any due payable to the Company) and any fee/ brokerage/ commission/ margin/ any rebates earlier that may have been paid by the Company to an Indian Property Associate/ Channel Partner (in case the application is made through an Indian Property Associate/ Channel Partner). The rate of interest payable by the Applicant to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Applicant / Allottee shall be returned by the Company to the Applicant within 90 (ninety) days of such cancellation or withdrawal.
- The payment of the refund amounts, if any, shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Company) and any fee/ brokerage/ commission/ margin/ any rebates earlier that may have been paid by the Company to an Indian Property Associate/ Channel Partner (in case the application is made through an Indian Property Associate/ Channel Partner). For sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Applicant /Allottee towards Total



Consideration is less than the earnest money (being 10% of the Total Consideration), the Applicant / Allottee shall be liable to pay to the Company the deficit amount. The payment of refund Amount shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as per the applicable Law.

- The Applicant shall also pay, as and when demanded by the Company, the pro-rata share of any, Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project on payments to be made by the Applicant to the Company (collectively referred to as "Taxes"). The Applicant shall further be liable to pay any change / modification in Taxes as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit).
- The heads as mentioned herein and more particularly the payment schedule are subject to change as per and as permissible under the applicable laws and more particularly the rules to be notified by the State Government of Haryana, RERA Act read with H-RERA Rules and HARERA regulations (along with the rules and regulations as may be framed thereunder by the State of Haryana) and any modifications thereunder.
- On "Notice for Offer of Possession" all other payments due for previous milestones, if not called for shall become payable within prescribed timelines.
- The sequence of construction milestones are indicative in nature and is subject to change during the course of construction. While the time linked instalments shall be raised within the given timeframe, the construction linked demands shall be raised based on the actual stage of construction, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
- In the event any amount by the Applicant / Allottee is prepaid, the Company is entitled to retain and adjust the balance/ excess amounts received against the next instalment due.
- The Applicant / Allottee shall be liable to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Allottee and/or sanction of bank loan / lending facility etc. Any delay or default in making payment of the instalments, the Company shall charge interest at the rate of State Bank of India highest marginal cost of lending rate plus 2% (two percent) per annum from the due date or as may otherwise be prescribed under the provisions of the RERA Act read with H-RERA Rules and HARERA regulations (along with the rules and regulations as may be framed thereunder by the State of Haryana) and any modifications thereunder.
- Stamp duty and registration charges on actuals shall be payable by the Allottee over and above the Total Consideration.
- It shall be the sole responsibility of Non-Residents Indians/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereto & rules & regulations of the Reserve Bank of India and other competent authorities and the Allottee shall be liable, responsible and accountable for due compliance with all the legal provisions, as applicable.
- To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the unit exceeds ₹. 50,00,000/- (Indian Rupees Fifty Lakhs only), the Allottee is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01<sup>st</sup> June, 2013), by deducting Tax at Source (TDS) @ 1% (one percent) from each instalment/payment. Allottee shall be required to submit TDS certificate and Challan showing proof of deposition of the same within 7 (seven) days from the date of tax so deposited to the Company so that the appropriate credit may

*be allowed to the account of the Allottee.*

- *Taxation particulars of Lavish Buildmart Private Limited*

*PAN No.: AABCL3285G*

*ID of GST: 06AABCL3285G1ZL*

*\*Conditions apply: The term 'Allottee' shall come into force upon Allotment, accordingly, the above terms shall be read as Applicant / Allottee, as the case may be.*

*Here are a few details to keep in mind if you are paying through RTGS*

*RTGS Details for 'M3M PRIVE73'*

***Swift Code: ICICINBBCTS***

***Bank Name: ICICI Bank***

***Account No.: 039905006708***

***IFSC Code: ICIC0000399***

***Account Name: M3M LAVISH COLLECTION ACCOUNT***

***Bank's Address: Shop No – 19, 20, 21, Vipul Orchid Plaza, Suncity  
Sector 54, Gurgaon, Haryana – 122002.***

**PAYMENT PLAN**

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Construction-Linked Payment Plan [ ]

Down Payment Plan [ ]

Possession Linked Plan [ ]

Other Plan [ ]

If yes, specify details: \_\_\_\_\_

*[Insert Customized Payment Plan]*

**PARTICULARS OF THE APPLICANT\***

My/our particulars are given below for your reference and record:

**1 SOLE OR FIRST APPLICANT**

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

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: \_/ \_/ \_\_\_\_; Anniversary date: \_/ \_/ \_\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID / Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_

(Photocopy of UID / Aadhar to be attached)

Mailing Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id. \_\_\_\_\_ Mobile No. \_\_\_\_\_

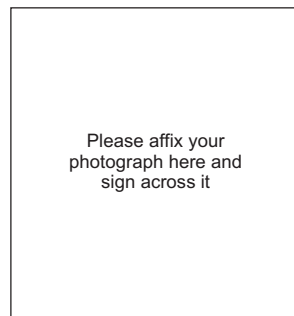
Permanent Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_



**DECLARATION:** I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

## 2 SECOND APPLICANT

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

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_\_; Anniversary date: \_\_\_/\_\_\_/\_\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID / Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_

(Photocopy of UID / Aadhar to be attached)

Mailing Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id. \_\_\_\_\_ Mobile No. \_\_\_\_\_

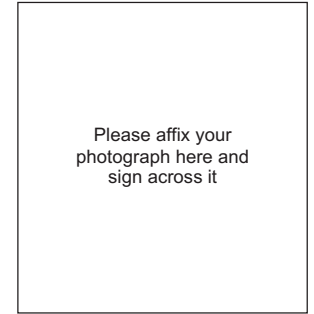
Permanent Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_



Please affix your  
photograph here and  
sign across it

**DECLARATION:** I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

### 3. THIRD APPLICANT

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

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_\_; Anniversary date: \_\_\_/\_\_\_/\_\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID / Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_

(Photocopy of UID / Aadhar to be attached)

Mailing Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id. \_\_\_\_\_ Mobile No. \_\_\_\_\_

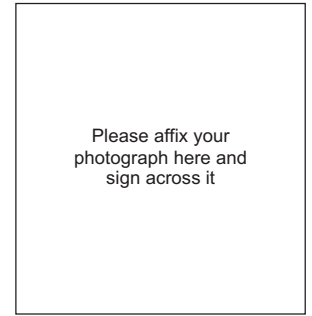
Permanent Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_



Please affix your  
photograph here and  
sign across it

**DECLARATION:** I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

*\* The word "Applicant" / "Allottee" as used in this Application Form means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application is and shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017, The Haryana Real Estate Regulatory Authority, Gurugram Regulations, 2018 ('HARERA Regulations') for the State of Haryana (along with the rules and regulations as may be framed thereunder).*

**DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

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➤ It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.

➤ Documents to be submitted:

**Resident of India**

- Copy of PAN Card.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. Id).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Company.

**Partnership Firm/LLP**

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Office Address Proof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.

**Company**

- Copy of PAN Card of the Company.
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

**NRI/ PIO**

- Copy of Individual's Passport/ PIO Card.
- Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant and not from the account of any third party.

**TERMS AND CONDITIONS OF THIS APPLICATION**  
**(BROAD TERMS AND CONDITIONS OF THE AGREEMENT TO BE EXECUTED)**

This Application is subject to the terms and conditions given hereunder and shall be binding on the Applicant in respect of the Unit. These are also indicative key terms and conditions of the Agreement for Sale ("**Agreement**") to be executed between the Applicant and the Company and are given with a view to broadly familiarize and acquaint the Applicant with provisions thereof. Detailed terms and conditions shall be set out in the Agreement. Post the allotment of a Unit by the Company the Applicant shall be referred to as the Allottee, accordingly wherever the context so requires the term 'Applicant' shall be read as 'Allottee'.

1. **M/s. Lavish Buildmart Private Limited**, (CIN: U45300HR2007PTC056065; PAN: AABCL3285G), a company incorporated under the Companies Act 1956 and existing under Companies Act, 2013, and having its Registered Office at Unit No. SB/C/5L/Office/008, 'M3M Urbana', Sector-67, Gurugram-122102, Haryana, India (hereinafter referred to as the "**Company**"), is the absolute owner of the freehold land admeasuring 2.75 Acres (11132.172 sq. mtrs. approx., 1.102 Hectares approx.), situated in Sector 73, Village Begumpur Khatola, Gurugram Manesar Urban Complex, Gurugram (Gurgaon), Haryana, (hereinafter referred to as the "**Said Land**").
2. Company has obtained License No. 183 of 2008 dated 25.10.2008 (hereinafter referred to as the "**License**") from DGTCP / DTCP under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 ("**1975 Act**") and the Haryana Development and Regulation of Urban Areas Rules, 1976 ("**1976 Rules**") made thereunder for using the Said Land for the construction and development of a Commercial Colony in a planned and phased manner over a period of time ("**Commercial Colony**"). 'M3M PRIVE73' ("**Project**") is an integral part / block / constituent / segment / phase of the Commercial Colony and shall be / is being developed on a part of the licensed land (i.e. the "**Said Land**"), being 1.625 acres. The Company has obtained and shall be further obtaining (as required at the relevant time) the approval on the layout plan/ demarcation/ zoning/ site plan, building plan or any other requisite approval from DGTCP and the building plans have been sanctioned from DGTCP vide Memo No. ZP-517/JD(RD)2019/12698 dated 27.05.2019. The Company has obtained and shall be further obtaining (as required at the relevant time) further necessary sanctions, permissions and approvals from the concerned authorities/ Competent Authority(ies) for 'M3M PRIVE73' and for the Commercial Colony. The development and construction on the Said Land is subject to the terms & conditions set forth herein. The registration under Real Estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation and Development) Rules, 2017 has been granted in the name of the Company.
3. The Company shall be undertaking and carrying out the execution, construction and development of Commercial Colony on the Said Land comprising of various blocks / segments / constituents / parts / phases in a planned and manner on the Said Land and every part or portion thereof. The Company is authorized to undertake the marketing, sale and administration of the units in the Project and the Commercial Colony to be developed on the Said Land. The Company has the right and is authorized and empowered to receive applications for sale of units, make and negotiate terms and conditions for such sale, receive the Total Consideration (as hereinafter defined) and other payments towards costs, charges and dues as stated in this Application, Allotment and the Agreement to be executed in furtherance thereof and/or as otherwise may be due from the Applicant and to give valid discharge/receipts thereof in its own name, make allotments of units, execute the Agreement, sign,



execute, deliver and register further documentation for the conveyance and sale of units and other additional/ incidental/ ancillary documents as may be necessary. Project is not being promoted, developed and / or sold by M3M India Private Limited. The use of the word / name / mark 'M3M' is under license from M3M India Private Limited, user whereof, is subject to the brand licensing arrangement. The use of the word 'M3M' shall in no manner be construed or interpreted as M3M India Private Limited being the Promoter and / or developer of the Project.

4. The Project and the Commercial Colony is being developed and constructed as per applicable Laws and in accordance with the approvals, sanctions, permissions etc. from the Competent Authorities/ Government Authorities.
5. The Applicant has understood all limitations, restrictions, requirements and obligations of the Company. The extent of the Said Land may be modified by way of addition/ deletion of land parcels and merging with the Said Land in future to the extent as may be acquired/required/desired pursuant/consequent to any directions/approvals by the Director General, Town and Country Planning, Haryana ('DGTCP') (formerly known as Director, Town and Country Planning {'DTCP'}) and/or any other Government Authority(ies)/Competent Authority(ies) and/or as may be permissible under the Act and the Rules and the applicable Law and in the manner as provided thereunder.
6. The Applicant has / have gone through all the terms and conditions of the draft Agreement which has been made available to him / her / them for his / her / their perusal and understanding at the time of the Application and the Applicant has / have understood the mutual rights and obligations detailed therein.
7. The scope of the Agreement shall be limited to the conditions for allotment / sale of the Unit in 'M3M PRIVE73' being developed as per currently approved building plan and for the consideration agreed herein only. All the amounts as set out in the Application / Schedule / Allotment Letter and payable by the Allottee in accordance with the Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the Unit so allotted by the Company.
8. The Applicant acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Allottee with their full legal import and effect and the Applicant has / have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant at the time of this Application.
9. The Applicant confirms that the Applicant has / have relied on his / her / its / their own independent judgment, investigation, physical inspection of the site of the Project / Commercial Colony and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has / have not based his / her / its / their decision upon and / or has / have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Company. The Applicant confirms that he / she / it / they has / have obtained appropriate professional advice before proceeding further with this Application. The Applicant has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Unit. The Applicant further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of 'M3M PRIVE73' and that of the Commercial Colony to be developed in a planned and phased manner.

10. The Applicant has represented and warranted to the Company that it has/have the legal and valid power and authority to apply for the allotment and make this Application and there is no legal restraint/impediment in this regard and further the Applicant and/or its spouse/parents/children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Company or any of the associates/affiliates of the Company or has instituted any suit or complaint or criminal or other actions/proceedings whatsoever against the Company, any of its affiliates or associates. The Applicant hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Application and the consequent allotment and the Agreement and the Applicant shall be liable to all the consequential action there under.
11. It is expressly clarified that the Company has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the Commercial Colony in general and the Project 'M3M PRIVE73' in particular and no impression/representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the Commercial Colony in general and the Project 'M3M PRIVE73' in particular.
12. The Applicant hereby confirms that he/she/it/they is/are making this Application with full knowledge of all the applicable Laws for the State of Haryana in general and the Project/Commercial Colony in particular.
13. The Applicant is satisfied about the rights and interest of the Company to sell and market the retail units/ food court units/ F&B outlets, etc. in the Project forming part of the Commercial Colony to be developed on the Said Land and the rights, interest and title of the Company in the Said Land. The Applicant has understood all the limitations, restrictions, requirements and obligations in respect thereof.
14. The Applicant confirms having understood that with the change in technology or otherwise the Company is entitled to speed up the process of construction and that the Applicant agrees and understands that the sequence of construction milestones as mentioned in the payment plan are indicative in nature and are subject to change during the course of construction. While the time linked installments shall be raised in accordance and within the given timeframe, accordingly the Company has the right to raise the demands based on the actual stage of construction, regard the construction linked demands, which can be earlier or later to the indicative milestones or in between the time linked installments as per the opted payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
15. The Applicant shall make the payment of the Total Consideration and Other Charges as applicable with respect to the Unit as mentioned in **Schedule III** of this Application Form as per the opted Payment Plan and / or as may otherwise be communicated by the Company from time to time. The Applicant shall further be liable to pay any enhancements in any tax/charges including any fresh incidence of tax as may be levied by the Government or any Statutory Authority / Competent Authority, even if such levies are retrospective in effect, as and when demanded by the Company on the Carpet Area of the Unit. The Applicant shall further make payment of registration charges, stamp duty and other incidental expenses as and when the Conveyance Deed is executed by the Company.
16. The Applicant has/have understood the Total Consideration and Other Charges as laid down in **Schedule III** of this Application Form.

17. The term **'Carpet Area'** shall have the same meaning ascribed to it under the Act and the Rules. Further, the term **'Common Areas'** shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Act read with rule 2(1)(f) of the Rules. **'Declaration'** shall mean the declaration (including any modification/ amendment thereto), filed or to be filed by the Company with regard to Project / Commercial Colony under the Haryana Apartment Ownership Act, 1983, with the Competent Authorities.
18. The term **'Development Charges'** or **'DC'** shall mean the amount payable by the Allottee to the Company with regard to the Unit in the Project/ Commercial Colony towards carrying out the development works inside or around the Project / Commercial Colony, including but not limited to:
- (i) **'External Development Charges'** (**'EDC'**) and **'Infrastructure Development Charges'** (**'IDC'**) at present rates with respect to rates levied by DGTCP, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;
  - (ii) **'Infrastructure Augmentation Charge'** (**'IAC'**) as presently notified/ conveyed and/or demanded by DGTCP, Competent Authority or the Government of Haryana, whether in lump sum or installments (as per the applicable policy), including any revision thereof even if retrospective in effect; and all costs and any interest paid and/or payable thereon;
  - (iii) The cost of such other development/construction works as may be undertaken by the Company within or around the Project/Commercial Colony that are not charged specifically elsewhere;
  - (iv) Any revision in any of the above even if retrospective in effect; and all costs and interest on such amounts till the date of demand to the Allottee at the rate mentioned in License conditions issued by DGTCP;
  - (v) Cost incurred by the Company on the capital invested in making the payment of any of the Development Charges. Such cost shall be determined at the rate of 15% (fifteen percent) per annum.
19. **'Maintenance Agency'** shall mean either the Company or the Association of Allottees or any third party employed / hired / engaged / nominated by the Company / Association of Allottees for the purposes of carrying out the maintenance and upkeep of Project / Commercial Colony as the case may be, and to provide maintenance services in Project/ Commercial Colony as the case may be. **'Maintenance Agreement'** shall mean the maintenance agreement to be executed by the Allottee with Maintenance Agency and/or registered RWA upon offer of possession of the Unit by the Company to the Allottee, in the format prescribed by the Maintenance Agency or its appointed agency or nominee / registered RWA, which shall be applicable to and binding for all the Unit owners / and occupants of the Block/ Project / Commercial Colony as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the Project / Commercial Colony as the case may be, as it derives its prestige, esteem and appeal from the ambience and high standards maintained at Project / Commercial Colony, as the case may be and the proper up-keep and maintenance is an inseparable aspect of such prestige, esteem and appeal of the Unit and Project/ Commercial Colony as the case may be.
20. The Total Consideration as mentioned in the Allotment Letter followed by the Agreement will include Taxes (GST and cess or any other taxes/ fee/ charges/ levies etc.) which may be levied, in connection with the development / construction of the Project paid / payable by / to the Company upto the date of the handing over of the possession of the Unit along with car parking, if applicable to the Allottee or the Competent Authority, as the case may be, after obtaining the necessary approvals from the Competent Authority for the purposes of such possession. Provided that, in case there is any change/modification in the taxes / charges / fees / levies etc., the subsequent amount payable by the

Allottee to the Company shall be increased/decreased based on such change/modification. Provided further, if there is any increase in the taxes/charges/fees/levies etc., after the expiry of the scheduled date of completion of the Project as stated in the registration with the Authority, which shall include the extension of the registration, if any, granted to the development 'M3M PRIVE73'/Commercial Colony, as the case may be, by the Authority, as per the Act, the same shall not be charged from the Allottee unless otherwise permitted by applicable law.

21. Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Allottee to the Company for the sale of Unit to the Allottee, shall be payable by the Allottee as applicable from time to time as per the applicable rates.
22. In case, the Company/ Maintenance Agency/Association of Allottees obtains bulk supply of electrical energy/water for 'M3M PRIVE73'/the Commercial Colony, then the Allottee undertakes to pay on demand its proportionate share of connection charges thereof including all deposits thereto, if applicable in accordance with provisions of the Act.
23. The Total Consideration is escalation-free, save and except increases which the Allottee agrees to pay, including increase in any of the components forming part of any charges whatsoever, to the extent payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Allottee shall be liable to pay proportionately along with other allottees in Project/Commercial Colony as the case may be, as applicable. In case of any decrease (including with retrospective effect, if any) in any of the components forming part of any charges whatsoever that may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made from the next installment due from the Allottee following the intimation of such decrease by the Company/Competent Authority, as the case may be.
24. The Company shall not make any material additions and alterations in the sanctioned building plans, layout plans/demarcation-cum-zoning plans and the specifications, amenities and facilities as described in the Agreement in respect of the Unit or Block or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder and/or as per the approvals/instructions/guidelines of the Competent Authorities. Provided that, the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per the approvals/instructions/guidelines of the Competent Authorities, or such other changes as may be required to make the enjoyment of Project / Commercial Colony, as the case may be, comfortable and convenient for the Allottees / occupants / users at large.
25. The Company shall confirm the final Carpet Area of the Unit that will be allotted to the Applicant after the construction of the Block / Building / Unit, as the case may be, in 'M3M PRIVE73' / Commercial Colony, as the case may be, is complete and the occupancy certificate/ part occupation certificate (as the case may be) is granted by the Competent Authority. The Total Consideration payable for the Unit after taking into account the revised Carpet Area shall be recalculated upon confirmation by the Company and appropriate adjustment shall be carried for the amount paid by the Applicant. If the increase in the Carpet Area of the Unit is more than 5% (five percent) and such variation is not acceptable to the Applicant, every attempt shall be made to offer an alternate unit of a similar size and nature within the Project / Commercial Colony, as the case may be, subject to availability. In the event that such an alternate unit is available and the Applicant / Allottee accepts such alternate unit, the applicable Total Consideration resulting due to such changed location / alternate unit shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Company. In the event, the Applicant / Allottee does not accept such

alternate unit or if there is no other unit of a similar size and nature at another location within the Project / Commercial Colony, as the case may be, the Applicant shall be refunded the actual amounts received against the Total Consideration along with interest thereon, at the rate prescribed in the Rules, which shall be full and final satisfaction and settlement of all claims / demands of the Applicant / Allottee and no other claim, monetary or otherwise shall lie against the Company and the Unit.

26. 10% (Ten Percent) of the Total Consideration shall constitute the 'Earnest Money'.
27. The Applicant hereby agrees that due performance of all the obligations under this Application including the timely payment of the Total Consideration and other applicable dues / charges / payments and adherence to the opted Payment Plan shall be the essence of this Application. The Applicant shall also be liable to make timely payment of the amount(s) due and payable by the Applicant by the respective due dates for such payments failing which the Company shall be entitled to cancel the allotment and terminate the Agreement, if executed, at its sole discretion and forfeit an amount equivalent to the Earnest Money and recover such other amounts due and payable to the Company including any interest accrued on delayed installments and any fee / brokerage / commission / margin / any rebates availed earlier that may have been paid by the Company to an Indian Property Associate / Channel Partner (in case the Application is made through an Indian Property Associate / Channel Partner) and thereafter, refund the balance amount, if any, without any interest or any other compensation of any nature whatsoever, without interest or compensation within 90 (ninety) days of such cancellation. Upon such cancellation, the Applicant shall be left with no right, lien or interest whatsoever over and in the Unit and the parking spaces in any manner whatsoever. However, in its sole discretion, the Company may condone any delay or default in making payment of the instalments, and the Company shall charge interest at the rate of State Bank of India highest marginal cost of lending rate plus two percent per annum from the due date or as may otherwise be prescribed under the provisions of Act and Rules.
28. In the event the Applicant fails, neglects and / or otherwise delays payment of any of the installments or other dues and charges then, notwithstanding anything to the contrary, the Company shall have the right to cancel the allotment of the Unit at its sole discretion at any time after such default occurs. As permissible under the Applicable Law, the Company may, at its sole option and discretion, waive such failure, neglect and / or delay in any such payment upon the condition that the Applicant shall, over and above the outstanding payment, also pay interest at the rate which shall be the State Bank of India highest marginal cost of lending rate plus two percent on the payment due for the period reckoned from the due date of such payment till the date of payment by the Applicant to the Company, provided that if payment is made through cheque the same shall be encashed on presentation by the Company. The Applicant / Allottee agrees that timely payment of installments is the essence of the arrangement and understanding of the Applicant / Allottee with the Company and the Company is bound to deliver 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, in timely manner, and for which purposes the Company may avail of funding for development of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, which entails huge financial implications for the Company.
29. The Company shall adjust any payment received from the Applicant first towards statutory levies and then towards interest on overdue installments, thereafter towards overdue installments or any other outstanding demand and finally the balance, if any, towards the current payable installment or current dues.
30. The Applicant / Allottee shall have the right to the Unit along with parking space, if any, as mentioned below:

- (i) The Applicant shall have exclusive ownership of the Unit to be used as a retail unit / food court unit / F&B outlet, as the case may be, along with the car parking space(s), if any, as applicable.
  - (ii) The Applicant shall have the undivided proportionate share in the Common Areas as provided for under the Act read with Rule 2(1)(f) of Rules (as finally notified and made applicable). The share/ interest of Applicant / Allottee in the Common Areas cannot be divided or separated, the Allottee shall use the Common Areas along with other Allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Common Areas and the undivided proportionate share of the Applicant therein shall be specified by the Company under the Declaration to be filed under the Haryana Apartment Ownership Act, 1983. The Company shall hand over the Common Areas to the Association of Allottees/ Competent Authorities, as the case may be, after duly obtaining the occupation certificate/ part occupation certificate/ part completion certificate/ completion certificate from the Competent Authority, as the case may be, as may be as provided in the Rule 2(1)(f) of Rules.
  - (iii) The Applicant shall have the right to exclusive use but no title to the allotted car parking space(s), if any.
  - (iv) The Applicant has the right to visit Project site / Commercial Colony, as the case may be, to assess the extent of development of Project and his Unit, but will follow the safety guidelines of the Company including the proper documentation, if any, for such visit.
31. The Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Applicant independent of the other. The right to use of any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Company, subject to availability and upon payment of such charges as may be decided by the Company. The Company's decision in this regard shall be final and binding.
32. In case the Company enriches / enhances the specifications of the Unit on the express instructions and advise of the Applicant as accepted by the Company and / or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Company shall be entitled to raise the demand of such additional sums for such additional service(s) / specification(s) to the Applicant as additional costs and charges and the Applicant agrees to pay the same to the Company, without any delay, demur and protest.
33. In case the Company is required to make any additional provisions for and additional / specific provisions of certain specifications for and in relation to the units and / or for any additional features and services at 'M3M PRIVE73'/ Commercial Colony as the case may be (including installation or make provision for alternate sources of generation / distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives / instructions of the Competent Authority under the Applicable Law (but not occasioned due to any default of the Company), then the Company shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the units as additional costs and charges and the Allottee agrees to pay the same proportionately to the Company, without any delay, demur and protest.
34. The Company will carry out the internal development within 'M3M PRIVE73' / Commercial Colony, as the case may be, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Said Land, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Company is dependent on the Competent Authorities for providing such external linkage and the Company shall not be responsible for such unfinished works, save and except towards payment of EDC or similar charges to the extent

set out herein. In the event the Competent Authorities are not able to provide such external facilities by the time the Unit is handed over to the Applicant, then the Applicant agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ vendors (such as, power-back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the Applicants, as determined by the Company / Association of Allottees.

35. The Unit applied for, along with '**M3M PRIVE 73**' / Project / Commercial Colony, as case may be, shall be subject to the Haryana Apartment Ownership Act, 1983 applicable in the State of Haryana, if any, or any statutory enactments or modifications thereof. The Common Areas and Facilities and the undivided interest of each unit owner in the Common Areas, as specified by the Company in the Deed of Declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof, shall be conclusive and binding upon the owners of the units and the Applicant confirms that area of the Unit, his / her / its / their right, title and interest in the Unit / Building / Block in '**M3M PRIVE 73**' which is an integral part / block / constituent / segment / phase of the Commercial Colony shall be limited to and governed by what is specified in the Deed of Declaration. In this regard, it is made clear by the Company and fully understood by the Applicant that the Deed of Declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 shall be in consonance with other clauses contained herein / the Agreement.
36. The Applicant hereby confirms and agrees that the Company shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Company, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Allottee and real estate agent and / or any third parties and/or Person and / or any agreement or understanding arrived at with the aforesaid persons.
37. The Applicant shall also pay, as and when demanded by the Company, Goods & Services Tax (GST), Works Contract Tax (WCT) or any other statutory taxes, duties, charges, cesses, levies and the like as may be applicable to the Unit and / or the Applicant in relation to the Unit. The Applicant agrees and understands that in the event any property tax or the like is assessed separately in respect of the Unit, the same shall be payable by the Applicant, to the concerned authority.
38. The Applicant is aware that the Total Consideration is payable as per the Carpet Area of the Unit as defined in Section 2(k) of the Act. The term '**Carpet Area**' shall mean the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
39. The Applicant agrees and understands that the Applicant shall only have undivided proportionate interest in the Said Land (excluding the basement reserved for car parking and services), subject to the rights of the Company to undertake further development of the Said Land or part thereof as may be permissible. It is further agreed and understood that the Applicant has / have not been represented with or warranted that it shall have any kind of right, title or interest of any kind whatsoever on any other land, buildings, common areas, facilities & amenities falling outside the Said Land save and except use of the specific facilities and amenities which have been specifically earmarked common for all the phases of the Project / Commercial Colony as the case may be. It is further agreed by the Applicant that the Unit is indivisible and is not partitionable/ divisible under any circumstances.
40. The Applicant understands and agrees that (i) this Application and allotment pursuant thereto shall be strictly restricted to FAR that may have been allocated / utilized with respect to the Super Area of the Unit only and not for any other FAR of any nature whatsoever and the Applicant has no right of

any nature whatsoever in the unallocated / balance / unutilized FAR in the Said Land; (ii) if FAR is increased from time to time due to any addition of land parcel to the Said Land or enhancement in FAR due to any Government's / Statutory Authority's directions from time to time, then such increased / enhanced FAR on the Said Land and all the rights in the increased / enhanced FAR shall vest with the Company and / or its / their subsidiaries/ associates exclusively, and shall be in addition to the unallocated / balance / unutilized FAR. The Company shall be the sole beneficiary / owner of and have the unfettered rights towards the presently unallocated / balance / unutilized FAR and the increased / enhanced FAR in the Said Land including any portion thereof.

41. Subject to the terms of the Agreement and the Company abiding by the construction / development milestones, the Applicant shall make all payments, on written demand by the Company, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft / banker's cheque or online payment (as applicable) in designated account. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be borne by the Applicant and credit shall be granted from the date of actual receipt of funds.
42. The Applicant is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01<sup>st</sup> June, 2013) to deduct tax at source (TDS) @ 1% (one percent) from each instalment / payment. The Applicant shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Company so that the appropriate credit may be allowed to the account of the Applicant.
43. The Applicant shall make all payments in time as per the Payment Plan opted by the Applicant and other applicable dues as may be demanded by the Company from time to time.
44. The Applicant also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his/her/their behalf) made to the Company in respect of the Unit.
45. In case the Applicant has opted for a construction-linked payment plan, the Company, subsequent to time-linked installments, shall send call / demand notices for installments at the address / e-mail of the first-named Applicant available in the records of the Company, and such call / demand notices shall be deemed to have been received by the Applicant: (i) within five (5) days of dispatch by the Company, in case sent by speed post / courier; and (ii) immediately, in case sent by e-mail. It is understood and accepted by the Applicant that time linked demands including excavation shall be common for 'M3M PRIVE73' / Project and it is only upon start of construction that demands shall be governed by construction-linked payment plan.
46. The Applicant understands and agrees that although the Applicant may obtain finance from any bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity or any other lawful source for the purchase of the Unit as may be permissible under applicable Law however the obligation to make timely payments for the Unit pursuant to the Agreement shall be that of the Applicant and shall not be contingent upon the ability, capacity or competence of the Applicant to obtain or continue to obtain such financing. The Applicant shall, regardless of any financing, remain bound under the Agreement for fulfilling all obligations relating to the payments of all dues relating to the Unit. The Applicant understands that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in sanctioning and disbursement of the loan to the Applicant. The Company shall not be held responsible in any manner whatsoever in the event the application for loan made by the Applicant is rejected by any bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity and the loan is not sanctioned and / or disbursed. The Applicant confirms that his liability to pay the installments and other amounts and charges due and payable to the Company is not dependent upon such loan and



shall continue unabated irrespective of status of his application for loan and / or if the loan amount is not disbursed in time upon its sanction by the bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity. The rights of the bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity shall be subservient or equivalent to the rights of the Applicant under the Agreement and shall not be more or better than that of the Applicant. The Applicant agrees and understands that the Company shall not be under any obligation whatsoever to make any financial arrangements for the Applicant and the Applicant shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Company in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and / or for any reason whatsoever and if the Applicant fails to make timely payments due to the Company, then the Company shall have the right to exercise all the rights and remedies as available to it under the applicable Law. In the event any loan facility has been availed by the Applicant the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity. Further, any refund to be made in terms of the Agreement, shall be made to the Applicant strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Applicant and his bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity(s) from whom the Applicant has raised loan/ finance for purchase of the Unit. In cases of any such refund being made by Company directly to the bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity(s), the same shall be deemed as a refund to the Applicant in full and final satisfaction and settlement of account of the Applicant in respect of and in relation to the Unit against the Applicant as well as such (s) and no other claim, monetary or otherwise shall lie against the Company and the Unit. Save and except in the case of any bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity(s) with whom any agreement has been separately executed for financing the Unit, if any, the Company shall not accept any payments on behalf of the Applicant from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Company, failing which the Company may in its sole discretion reject the same and return the said payment directly to said Third Party. The Company shall not be responsible towards any Third Party that has made payments or remittances to the Company on behalf of the Applicant and any such Third Party shall not have any right, title and / or interest against the Unit and / or under the Agreement whatsoever. The Company shall communicate only with the Applicant and shall issue its payment receipts only in the name of and to the account of the Applicant.

47. Timely payment and execution of the required documents by the Applicant shall be of essence. The Applicant shall pay the amounts due within the due dates as per the Payment Plan. The Company shall abide by the time schedule for completing '**M3M PRIVE 73**' / Project / Commercial Colony, as the case may be, and towards handing over the Unit along with car parking space(s), if any, to the Applicant and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be as provided under Rule 2(1)(f) of the Rules. Possession of the Unit along with the car parking space(s), if any, shall be offered to the Applicant and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(f) of the Rules, 2017 as per the agreed timelines.
48. The Applicant shall not raise any objection or refuse to take possession of the Unit on any pretext whatsoever, if the possession of the same is being offered duly completed with all Specifications, Amenities, Facilities any time prior to the committed time.

49. The Company assures to offer the handover of possession of the Unit along with the parking (if applicable) if any as per the agreed terms and conditions, unless there is a delay due to Force Majeure, court orders, Government Policy / guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, or any other event/ reason of delay recognized or allowed in this regard by the Authority, duly completed with all Specifications, Amenities, Facilities, prior to the expiry of the committed period. If, the completion of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, is delayed due to any of to the above conditions, then the Applicant agrees that the Company shall be entitled to the extension of time for delivery of possession of the Unit, provided the above conditions are not of the nature which makes it impossible for the agreement to be performed.
50. The Applicant agrees and confirms that, in the event it becomes impossible for the Company to implement 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, due to Force Majeure and above mentioned conditions, then the allotment shall stand terminated and the Company shall refund to the Applicant the entire amount received by it from the allotment within 90 (ninety) days from the date of such cancellation. The Company shall intimate the Applicant about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Applicant, the Applicant agrees that he / she / they shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under the Agreement. Subject to the Applicable Law, if on account of any justifiable reason the development of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, in which the Unit has been booked by the Applicant cannot be proceeded with further, then in such an event, the Company, subject to availability, may offer the Applicant with a development of the same strata in any other project of the Company or its associates / affiliates or any third party so as to place the Applicant in a same justifiable position as under the Agreement.
51. The Company shall, upon obtaining the occupancy certificate or part thereof of the building blocks in respect of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, along with the parking (if applicable) from the Competent Authority and within 3 (three) months from the date of the said approval (issue and receipt of occupancy certificate / part occupancy certificate), subject to payment of the Total Consideration by the Applicant along with interest for delayed payment as may be applicable thereon, call upon the Applicant in writing ("**Notice for Offer of Possession**") to take possession of the Unit and to execute necessary indemnities, undertakings, maintenance agreement and other documentation as the Company may prescribe. The payment demands pursuant to the Notice for Offer of Possession shall be made within the time period as prescribed in the demand notice.
52. Prior to handover of possession, the Applicant and the Company agree to conduct a joint inspection of the Unit so that in the event of any incomplete works, defects, poor workmanship therein, the same can be attended to by the Company. If the Applicant ignores, neglects or otherwise fails to do so and / or if the Applicant fails to pay all dues payable under the Agreement and / or to assume possession of the Unit within such prescribed time period, the Applicant shall not be entitled to make any such claim at any point thereafter. The Applicant agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Unit which have been directly executed by the Company, prior to assuming possession. The Applicant also agrees and understands that the Company shall not be held responsible or liable for giving any warranty of movable items / appliances which have been part of the Unit and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be

governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Company has taken reasonable quality checks and balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of the Agreement or otherwise shall be as per the usage guidelines as provided by the Company / the manufacturer / the Maintenance Agency / the Association of Allottees.

53. The Applicant shall only be entitled to the possession of the Unit after making the complete payment of the Total Consideration and Other Charges as laid down in **Schedule III**. Under no circumstances, the possession of the Unit shall be handed over to the Applicant unless the entire Total Consideration and Other Charges in terms of / under the Agreement which are due are paid in full, along with interest due, if any, have been made by the Applicant in accordance with the terms of the Agreement.
54. From the date of taking over of possession, the Applicant shall be responsible to comply, and cause compliance by his occupants, representatives and / or any other person claiming under him, with all Applicable Laws and provisions of the Conveyance Deed and the maintenance agreement.
55. Upon receiving a written intimation i.e. the Notice for Offer of Possession from the Company, the Applicant shall take possession of the Unit from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Company shall give possession of the Unit to the Applicant as per the terms and conditions of the Agreement. In case the Applicant fails to comply with the essential documentation, undertaking etc. and / or fails to take possession within the time provided, then (i) the Applicant shall continue to be liable to pay the specified dues (including the maintenance charges and holding charges @ **Rs. 100/- (Rupees Hundred Only)** per sq. ft. per month of the Carpet Area of the Unit ("**Holding Charges**") for the entire period beyond such period as provided for in the Notice for Offer of Possession within which the Applicant has been advised to take the possession; and (ii) the Company shall postpone the execution of Conveyance Deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges and holding charges as may be applicable thereon, have been fully paid. Such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge. If the Applicant fails to pay all dues payable and/ or to assume possession of the Unit within the prescribed time period, the Unit shall be and remain at the sole risk and cost of the Applicant. Maintenance charges with respect to the Unit shall be applicable and payable by the Applicant with effect from the last date given in the Notice for Offer of Possession, irrespective of whether the possession of the Unit has been assumed or not by the Allottee.
56. The Applicant agrees and undertakes not to modify the Unit, make any structural change and / or raise any construction within the Unit or otherwise encroach upon or occupy any Common Areas or any other area outside the Unit.
57. The basement(s) and service areas, if any, as located within the Project / Commercial Colony, as the case may be, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans and as permissible under Applicable Law. The Applicant shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as its car parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees, Maintenance Agency /Competent Authority for rendering maintenance services.

58. The Applicant hereby authorizes the Company (its nominees and assigns and also the brand licensor) and grants the exclusive and irrevocable consent (a) to identify, find and connect a suitable tenant / lessee / licensee / third party, for the said Unit, either individually and/or in combination with other adjoining units either on the same floor and/or other floors in the Project; (b) to discuss, negotiate, settle and finalise the terms and conditions of such lease, license, or similar arrangement etc., including renewal, extensions and subsequent lease/licence etc. including but not limited to term of the lease/license/similar arrangement, rentals/fee, security deposit, escalations, maintenance charges, maintenance security, administrative charges etc., and other terms thereof etc., as may be deemed and considered proper in its sole discretion having regard to the overall aspects of the Project, areas in the vicinity and in consonance with the good industry practice in the relevant sector; (c) to sign, execute and deliver, including but not limited to term sheet, memorandum of understanding, agreement for lease/licence/usage/other similar arrangement, lease deed/leave & licence agreement/other similar deed or agreement, with the prospective tenant / lessee / licensee / third party and get the same registered (wherever required), at the cost and expense of the Applicant, and the Applicant shall remain bound by the said arrangement and understanding and all the documents pertaining to the said lease/ license arrangement with a view to give effect to the same for and on behalf of the Applicant; (d) to appear and present all such documents as may be required and to do all such acts and deeds as may be necessary for execution and registration of such documents before the competent authorities, subject to the terms and conditions as more particularly mentioned herein; (e) to receive rent/fee/other user charges, and security deposit, maintenance charges, maintenance security deposit, administrative charges and/or any other amount(s) for and on behalf of the Applicant from the prospective tenant / lessee / licensee / third party in respect of the aforesaid Unit.
59. The Applicant shall use the Unit only either as a retail unit / food court / F&B outlet, as the case may be, for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Block / Building / Project / Commercial Colony, as the case may be. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any unit(s) above, below or adjacent to the Unit and/or anywhere in the Block / Building / Project / Commercial Colony, as the case may be and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Applicant shall be obtained from the Competent Authorities / Association of Allottees and prior notice thereof shall be given to the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be.
60. The Applicant shall have the right to cancel / withdraw his allotment as provided in the Act. Where the Allottee proposes to cancel / withdraw from 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, without any fault of the Company, the Company herein is entitled to forfeit the Earnest Money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Applicant / Allottee for breach and non-payment of any due payable to the Company) and any fee / brokerage / commission / margin / any rebates earlier that may have been paid by the Company to an Indian Property Associate / Channel Partner (in case the application is made through an Indian Property Associate / Channel Partner). The balance amount of money paid by the Applicant shall be returned by the Company to the Applicant, without interest or compensation within 90 (ninety) days of such cancellation.

61. Subject to the Force Majeure, court orders, Government Policy / guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, herein or any other event/ reason of delay recognized or allowed in this regard by the Authority, if any, the Company shall be considered under a condition of default, in the following events:

- (i) the Company fails to provide ready to move in possession of the Unit along with parking (if applicable), if any, to the Applicant or fails to complete 'M3M PRIVE73' / Project/ Commercial Colony, as the case may be, prior to the expiry of committed period;
- (ii) Discontinuance of Company's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by the Company under the conditions listed above, the Applicant is entitled to the following:

- (i) Stop making further payments of any payment / future instalment (yet to be due) as per the Payment Plan, as and when demanded by the Company. If the Applicant stops / suspends making payments, and if the Company subsequently rectifies / remedies the default / corrects the situation by completing the relevant construction / development milestones and only thereafter, the Applicant shall be required to make the next payment and re-commence the payment of such outstanding instalments without any interest for the period of such delay on account of the Company; or
- (ii) The Applicant shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Applicant under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within prescribed time under Act and Rules.

Provided that where an Applicant does not intend to withdraw from 'M3M PRIVE73'/ Project / Commercial Colony, as the case may be, or terminate the Agreement, he shall be paid, by the Company, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Company to the Applicant within prescribed time (under Act and Rules) of it becoming due.

62. The Applicant shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Applicant fails to make payments for two consecutive demands made by the Company despite having been issued notice in that regard the Applicant shall be liable to pay interest to the Company on unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by the Applicant continues for a period of 90 (ninety) days after notice from the Company in this regard, the Company may cancel the allotment of the Unit and refund the money paid by the Applicant after forfeiting the Earnest money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Applicant for breach and non-payment of any due payable to the Company) and any fee / brokerage / commission / margin / any rebates earlier that may have been paid by the Company to an Indian Property Associate / Channel Partner (in case the application is made through an Indian Property Associate / Channel Partner). The balance amount of money paid by the Applicant shall be returned by the Company to the Applicant, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the allotment and / or Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated.
- (iii) If, (a) the allotment of the Unit has been obtained by the Applicant through fraud, misrepresentation, misstatement of facts, or concealment / suppression of any material fact, or

(b) the Applicant is not competent to enter into the Agreement for reasons of insolvency or due to operation of any regulation or law; then the Company may cancel the allotment of the Unit and refund the money paid by forfeiting the Earnest Money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Company ) and any fee / brokerage / commission / margin / any rebates earlier that may have been paid by the Company to an Indian Property Associate / Channel Partner (in case the application is made through an Indian Property Associate / Channel Partner). The balance amount of money paid by the Applicant shall be returned by the Company, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Allotment, the Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated.

(iv) Further, additionally the Applicant shall be considered under a condition of Default, in case the Applicant fails to comply with the conditions under the Notice for Offer of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Company in this regard then the Company may cancel the allotment the Unit and refund the money paid by forfeiting the Earnest Money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Company) and any fee / brokerage / commission / margin / any rebates earlier that may have been paid (in case booking is made through a Indian Property Associate / Channel Partner). The balance amount of money paid by the Applicant shall be returned, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the allotment, Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated.

63. The Applicant confirms and undertakes to provide the necessary authorizations in Company's favor (or in favour of its nominees / assigns / brand licensor as the case may be) in form of special power of attorney and/or facilitation agreement or other such document(s) for empowering and enabling the Company for the effective and efficient leasing/licensing etc. of the said Unit in accordance with the terms agreed herein. The Applicant agrees and undertakes to bear and pay a fixed fee equivalent to a fixed percentage of the amount payable by the prospective tenant / lessee / licensee / third party per month, for the entire Term including any renewals/extensions thereof, to the Company (its nominees / assigns / brand licensor as the case may be), in consideration of the management and leasing functions to be performed by the Company (its nominees / assigns / brand licensor as the case may be). It is clarified that the entitlement to receive the fee shall be only at the time when the said Unit is put on lease/license/ other similar arrangement. As far as the period where the lease rentals/fee/user charges/other amounts are due but not paid by the prospective lessee/licensee/user/other party, then the fee shall be deemed to have been accrued and shall be paid, out of the lease rentals/ fee/user charges/other amounts.

64. The Company, on receipt of Total Consideration of the Unit as provided for in Agreement from the Applicant along with interest for delayed / non-payment as may be applicable thereon and completion of all other formalities and documentation, shall execute and register a Conveyance Deed preferably within 3 (three) months but not later than 6 (six) months from the date of issuance of the occupancy certificate / completion certificate, as the case may be, and convey title of the Unit together with proportionate indivisible share in the Common Areas in favour of the Applicant. However, payment of the stamp duty and registration charges (as applicable on the Conveyance

Deed) by the Applicant shall be a pre-condition for execution of the Conveyance Deed. In case the Applicant fails to deposit the stamp duty and/or the registration charges, other ancillary charges within the period mentioned in the Notice for Offer of Possession, the Applicant authorizes the Company to withhold the registration of the Conveyance Deed in his favour till such stamp duty, registration charges, other ancillary charges are so paid and the Company shall not be, in any manner whatsoever, deemed to be in default and all such delay shall be at the cost, risk and consequences of the Applicant. The Applicant shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority, on the Conveyance Deed.

65. The Company shall be responsible to provide and maintain essential services in 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, till the taking over of the maintenance of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, by the Association of Allottees or the Competent Authority, as the case may be, upon the issuance of the occupation certificate / part thereof, part completion certificate / completion certificate of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be. The Applicant / Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Company / the Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Unit by the Company and also for executing the Conveyance Deed of the Unit.
66. Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, for every financial year and would be levied from the date of Notice for Offer Of Possession regardless of the actual date of possession or otherwise and the Applicant undertakes to promptly pay the same. The estimates of the Maintenance Agency shall be final and binding upon the Applicant. The maintenance charges shall be recovered on such estimated basis, from all applicants chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Applicant agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
67. The Applicant agrees and confirms that the Company (its nominees / assigns / brand licensor as the case may be) has been granted exclusive rights to lease out/let out/licence/similar arrangement of the said Unit to the prospective party/new lessee/licensee/user/other party and hereby undertakes that during the agreed term, the Applicant shall not directly or indirectly carry out any activities to lease out/let out/licence/similar arrangement of the said Unit with the prospective party/new lessee/licensee/user/other party. The Applicant agrees not to solicit, encourage, entertain, initiate or participate in any inquiry, negotiations or discussions or enter into any agreement with respect to any offer or proposal for lease out/let out/licence/similar arrangement of the said Unit to the prospective party/new lessee/licensee/user/other party. If the Applicant is approached by a potential tenant and/or leasing agency, the Applicant shall immediately refer such person to the Company (its nominees / assigns / brand licensor as the case may be). The Applicant understands, agrees and confirms that the Applicant shall be entitled to a fixed/variable lease rental/licence fee/rental on periodical basis, however, the costs & expenses associated with the managing the leasing/licensing

etc. and/or the renewals and/or subsequent lease/licensing etc. thereof, and/or the continuance thereof, shall be paid and borne by the Applicant including the brokerage fee/ commission, administrative charges, cost incurred for interior works / finishing works for the Said Unit either individually and / or along with the other units, fit-outs/improvement costs etc., registration, stamp duty and other statutory charges (if any), without any objection. The Applicant agrees and undertakes that in the event of non-payment and/or delayed payment of maintenance charges, Unit electricity charges, power back up charges, water charges, etc. for the said Unit by the Applicant and/or the proposed new lessee/licensee/user/other party, then without prejudice to any other remedy as available, to the Company (its nominees / assigns / brand licensor as the case may be) either in law or in equity, then the Company (its nominees / assigns / brand licensor as the case may be) reserves the right to adjust the same from the amounts to be remitted to the Applicant by the Company (its nominees / assigns / brand licensor as the case may be). The Applicant understands and confirms that the primary liability for payment of maintenance charges, electricity charges, water and other such charges of the said Unit and incidence of tax in relation to the said Unit and any other default on the part of the new lessee/licensee/user/other party under the lease/licence/usage/other similar arrangement, shall be of the Applicant during the entire term as the owner of the Unit. The Applicant being the ultimate beneficiary of the amounts to be received from lease/licence/usage/other similar arrangement, the liability to deposit GST or any other incidence of tax on the amounts lies with the Applicant, but due to practical constraints, the Applicant has authorized the Company (its nominees / assigns / brand licensor as the case may be) to deposit GST or the like with the concerned authority on its behalf. The Applicant also undertakes to comply with all other statutory requirements in respect of the said Unit without any liability or any responsibility on the part of the Company (its nominees / assigns / brand licensor as the case may be).

68. The Applicant understands that this arrangement is for the sole benefit of the Applicant, and the Company (its nominees / assigns / brand licensor as the case may be) does not in any way guarantee or warranty or confirm leasing / letting out / licensing etc. of the said Unit.
69. The Applicant agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement and a separate maintenance agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Company and/or the nominated maintenance agency and/or registered Association of Allottees for the maintenance and upkeep of 'M3M PRIVE73' / Commercial Colony, as the case may be, as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Unit.
70. Power back-up for the installed electrical load for the Unit shall be made available subject to timely payment of maintenance charges by the Applicant.
71. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Company as per the Agreement relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Applicant / Allottee from the date of handing over possession (as per the terms of the Notice for Offer of Possession), it shall be the duty of the Company to rectify such defects without further charge, within 90 (ninety) days, and in the event of the Company's failure to rectify such defects within such time, the aggrieved Applicant shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided, the Company shall not be liable for any such structural / architectural defect which result from / induced by: (i) the Applicant, by means of carrying out structural or architectural changes from the original specifications / designs; or (ii) any act, omission or negligence attributable



to the Applicant or non-compliance of any Applicable Laws by the Applicant; or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Company at 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Company shall be entitled to such additional time period.

72. In general the Application is non-transferable. However, subject to the Applicable Law and the terms of the Agreement, the Applicant shall be entitled to assign / transfer his rights in the allotment of the Unit. Further, upon the execution of the Conveyance Deed the Applicant shall be fully entitled to let, sublet, re-sell or transfer to any third party in accordance with the Applicable Law. The Applicant further understands that the allotment and/ or right and entitlement of the Applicant under allotment when made are non-transferrable / non-assignable. However, the Company may, on request from the Applicant, permit such assignment/ transfer on a case-to-case basis subject always to: (i) the Applicant being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Applicant together with any administrative charges for such assignment / transfer, as may be levied by the Company from time to time; and; (iii) execution of appropriate deed of adherence by the Applicant and the proposed assignee(s) / transferee(s) to the satisfaction of the Company; (iv) permissibility thereof under the Act, the Rules and the Applicable Laws. In the event the Applicant has obtained finance / loan against the Unit from any financial institution / bank, then a no objection certificate / letter by such financial institution / bank shall also have to be submitted to the Company, permitting / consenting to the requested assignment / transfer by the Applicant. Under no circumstances, permission for such assignment / transfer shall be granted by the Company once the payment of Total Consideration has been made by the Applicant. In the event of such assignment / transfer, the assignee / transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee / transferee. Any claim or dispute between the Applicant and such assignee / transferee will be settled inter-se between them and the Company shall not be a party to the same under any circumstances.
73. The Company shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Applicant to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold Units within 'M3M PRIVE73'/ Project / Commercial Colony, as the case may be, as per the Applicable Laws and guidelines, permissions / directions or sanctions by the Competent Authority and the Applicant agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.
74. Development of 'M3M PRIVE73'/ Project / Commercial Colony, as the case may be, is subject to further expansions as permissible under the Act, the Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities. Future permissible expansion shall be an integral part of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, therefore, the Company as per the Act, Rules and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power back-up, water supply, sanitary and drainage fittings etc. with the presently approved facilities and amenities.
75. The structure of the Block/ 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, shall be insured by the Association of Allottees, as and when the same is taken over by the Association of Allottees, for and on behalf of all unit owners in 'M3M PRIVE73' / Project/ Commercial Colony against the risks of fire, earthquake, lightening, riots and civil commotion, terrorism and other perils and the

premium cost thereof shall be payable proportionately by the Applicant as and when demanded by the Association of Allottees / the Maintenance Agency, as the case may be.

76. The Company shall have the right and authority to raise finance / loan from any bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity by way of mortgage / charge / securitization of Said Land, receivables or by any other mode or manner by charge/ mortgage of the Building / Block / 'M3M PRIVE73' / Project / Commercial Colony, as the case may be; all to the extent and in the manner as permissible under the Act and the Rules and the applicable Laws.
77. The Company reserves its right to reject and refuse Application if the Applicant has made any changes, corrections, cancellations, alterations, modifications therein unless such changes have the prior written concurrence and consent of the Company.
78. The Applicant clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regard the Unit / 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent allottee of the Unit.
79. The Applicant agrees and undertakes to pay from time to time the amounts which the Applicant is liable to pay under this Application / Agreement and to observe and perform all the obligations and abide by all the terms and conditions and to keep the Company and its agents and representatives indemnified and harmless against any loss or damage that the Company may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated herein and subsequently in the Agreement.
80. In case the Applicant is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Applicant in respect of the Unit (in short '**Indian Property Associate / Channel Partner**'), the Company shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and / or brokerage shall be deductible from the amount of Total Consideration agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Company and the Company shall in no way be responsible or liable for any act of omission or commission on the part of such person and / or for any representation, undertaking, assurance and / or promise made/given by such person to the Applicant.
81. The Applicant shall keep the Company advised about its latest mailing address, both postal and e-mail, failing which all demands / notices / communications shall be deemed to have been delivered and served upon the Applicant at the address last recorded by the Company. The Applicant shall remain liable for any default in payment and / or other consequences that might accrue due to any change in postal address / e-mail address. It is hereby clarified that in case of joint applicant(s), all notices and other communications shall be sent by the Company in the name and at the address of the person first-named as the Applicant in the Application or as otherwise communicated to the Company and each of such notice and communication shall for all purposes be considered to be delivered and served upon all other applicants. No separate notice / communication will be sent to any of the other joint applicant(s). The Applicant confirms and agrees that any communication to the email address provided in the Application shall be considered a valid communication to the Applicant.
82. In case the Applicant has opted for a construction-linked payment plan, the Company shall, subsequent to time linked installments, send call / demand notices for only the construction linked installments. In all other cases or time linked installments it shall not be obligatory on the part of the Company to send/ call demand notices / reminders for payments as may be due from the Applicant as per the opted Payment Plan.
83. The Company shall not be responsible or liable to any third party making payments or remittances to

the Company for and on behalf of the Applicant and such third party shall not have any right or claim in this Application or the allotment and / or against the Company. The Company shall issue its payment receipts only in favor of the Applicant and shall communicate only with the Applicant. The Applicant shall alone be directly and completely responsible and liable for any such payment / remittance that the Company the Company may receive from any third party.

84. The Allotment in pursuance of this Application and the terms and conditions thereof shall be binding upon the Applicant and the Applicant hereby agrees to execute all necessary documents, including the Agreement, as stated herein. The Applicant understands that this Application constitutes a valid contract and the terms thereof shall remain valid and binding on the Parties till the execution of the Agreement. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement and other definitive documents to be executed between the Parties including but not limited to maintenance agreement. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement and other such definitive documents, the terms and conditions specified later in the Agreement and such definitive documents, shall supersede the terms and conditions as set out herein.
85. The Applicant shall indemnify and keep harmless the Company, its directors, officers, agents and representatives, against any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of any of the covenants and conditions by the Applicant as mentioned in this Application/Allotment.
86. The Applicant shall comply with all legal requirements for the purchase of immovable property, as and when applicable. An Applicant who is a Non-Resident / Foreign National / Person of Indian Origin agrees to abide by the provisions of Foreign Exchange Management Act, 1999 (FEMA), or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India, the Income Tax Act, 1961 or any other applicable Law. The Company accepts no direct or indirect responsibility or liability in this regard. The Applicant agrees that in the event of any failure on his part to comply with the same, the Applicant shall alone be liable for any action under FEMA or any other applicable law and shall keep the Company fully indemnified and harmless in this regard. The Applicant may visit [www.rbi.org.in](http://www.rbi.org.in) to check the latest rules/notifications in this regard.
87. All the terms and conditions, rights and obligations of the Applicant as contained hereunder shall be subject to the provisions of Act and Rules and the Applicable Law. The exercise of such rights and obligations shall be subject to the provisions of Act (read with the Rules) and regulations made thereunder and the applicable law. Any such provision which is inconsistent or contradictory to Act (read with the Rules, 2017 and regulations made thereunder and the applicable law) shall not have any effect and shall deemed to be void ab initio. The Applicant has confirmed having read and understood the provisions of the applicable Acts / Rules and their implications thereof in relation to 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, and has further confirmed to comply, as and when applicable and from time to time, with any statutory enactments, amendments or modifications thereof and the provisions of any other Law dealing with the subject matter of this Application/ Unit.
88. The Applicant understands that apart from the Applicant herein there are other applicants also who have invested in 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, and / or other projects of the Company, its associates and affiliates and any kind of defamation and spreading of false and misleading information by any group formation or web-posting may have serious impact and undermine valuation and reputation on the investments made by the other applicants. Therefore, the Applicant agrees to resolve disconnect if any, with the Company through the dispute resolution mechanism as mentioned in the Application.

89. The Applicant agrees and undertakes that upon taking possession, the Applicant shall join the registered Association of Allottees of Unit owners of 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, as duly recognized by the Company for 'M3M PRIVE73' / Project / Commercial Colony, as the case may be, for and on behalf of all the allottees of the units thereof and shall not form / join / become part of any other RWA /association / society in this regard. The Applicant further agrees to pay any fees / subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose. The Applicant agrees to execute such forms, applications or documents for the purpose of becoming a member of the said registered association of unit owners or for any other purposes as may be necessary.
90. Notwithstanding anything contained in this Application, timely performance by the Applicant of all obligations, including without limitation, the obligation to make timely payments of the Total Consideration and other charges / dues / payments, including any interest, penalty, taxes, duties, dues or charges, in accordance with this Application shall be the essence of this Application and transaction.
91. An Application not containing PAN details of the Applicant and other required details is liable to be summarily rejected. The Application should be signed by the Applicant, or by the Applicant's registered Power of Attorney holder. Similarly, in the case of a Company / LLP / Partnership / Society / Trust applying for a Unit, the Application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution / Authorization.
92. The allotment of a Unit is entirely at the discretion of the Company which retains its right to reject an Application without assigning any reason. Further, the Company reserves the right to cancel the allotment of a Unit in case such allotment is obtained through misrepresentation and suppression of material facts by the Applicant and the Company's decision in this regard shall be final and binding upon the Applicant.
93. The rights and obligations of the Parties under or arising out of this Application and Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.
94. This Application shall be governed and interpreted by and construed in accordance with the laws of India. Subject to terms stated herein, the Courts at Gurugram alone shall have exclusive jurisdiction over all matters arising out of and relating to this Application.
95. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application, the Allotment Letter and the Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of Act (read with the Rules and regulations made thereunder).
96. The terms & conditions stated herein are merely broad terms and conditions and detailed and exhaustive terms and conditions shall be set out in the Agreement to be executed pursuant to the allotment of the Unit.
97. The Company has the right to conduct Know Your Customer (KYC) Verification of the Applicant by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant to provide the updated information, if any, from time to time.

#### **DECLARATION**

I/ We have fully read and understood the above mentioned terms and conditions and agree, confirm and

declare to fully abide by the same. I / We understand that the above mentioned terms and conditions are binding in nature and are also indicative of the terms and conditions of the Agreement which shall be comprehensively elucidated and delineated in the Agreement. I / We the Applicant do hereby declare that my / our Application is irrevocable.

I / We hereby confirms and agrees that the Company shall be liable and responsible only for and in relation to the written communication through it authorized personnel and the Company, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and real estate agent and / or any third parties and/or Person and / or any agreement or understanding arrived at with the aforesaid persons.

I / We am / are fully conscious that it is not obligatory on the part of the Company to send any reminder / notice in respect of my / our obligations as set out in this Application and as may be mentioned in the Agreement and I / we shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein and / or as may be contained in the Agreement. The Company has readily provided all explanations and clarifications to me / us as sought by me / us and after giving careful consideration to all facts, terms and conditions. I / We have now signed this Application and paid the amount being fully aware and conscious of my / our duties, liabilities and obligations. I / We further undertake and assure the Company that in the event of rejection of the Application and / or cancellation of my / our booking or allotment, I / we shall have no right, claim interest or lien on the Unit, if any.

Place: \_\_\_\_\_

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

**Signature of Applicant(s)**

**Note: The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two; reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted; & reference to the words “include” or “including” shall be construed without limitation.**

Dated: \_\_\_\_\_

**M3M India Private Limited**

Unit No. SB/C/5L/Office/008,  
M3M Urbana, Sector-67,  
Gurugram-122102, Haryana.

**Sub.: Request for transfer / adjustment.**

Madam / Sir,

I/we have made an Expression of Interest (EOI) for booking of a unit in one of the delivered projects developed by your Company and have tendered an aggregate sum of ₹ \_\_\_\_\_/- as part payments towards the booking of the said Unit.

I/we have a requirement for commercial unit and, I/we wish to continue my/our association with your Company as I/we are keen to make investment in a project which I/we have come to know is being developed by you / your associate companies under the brand name of M3M.

I/we have reviewed my/our preferences and other options available with the Company and have approached for the booking and allotment of a Commercial Unit No. \_\_\_\_\_ in Block \_\_\_\_\_ (the "New Unit") in "M3M PRIVE73" which is part of a development / project located in Sector - 73, Gurugram, Haryana, India (the "Project"), being developed by Lavish Buildmart Private Limited, under the brand name M3M.

I/we hereby request for transfer/adjustment of all sums of money as paid at the time of EOI unto the account of the New Unit.

It is absolutely understandable that the Company's acceptance of such request shall be an exceptional case by way of one time goodwill gesture. In the event the request is accepted please share necessary documentation with me.

I/We confirm, undertake and assure that upon acceptance of my/our request for transfer we shall be contractually bound by all the terms and conditions as stated in the application form, allotment letter and/or as detailed in the Buyers Agreement/Sale/Conveyance Deed to be executed for the New Unit.

I/We further declare and confirm that the aforesaid information is true and correct and your Company shall not be liable or responsible in any manner whatsoever for the aforesaid adjustment or its consequences, which shall be carried out on my/our request.

Thanking you,

Yours faithfully,

I/We are the applicant(s)/allottee(s) of Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor in Block \_\_\_\_\_ in the commercial Project being developed by Lavish Buildmart Private Limited (hereinafter referred to as the '**Company**') in Sector-73, Gurugram, Haryana.

Name and Signature of applicant(s) / allottee(s)



This is to inform you that the approved layout plan(s) / building plan(s) of commercial project 'M3M PRIVE73', being developed by the Company in Sector-73, Gurugram, Haryana is / are proposed to be revised as per the applicable laws, bye-laws in compliance with the approvals / permissions granted by the Competent Authority(ies).

I/ We have carefully examined and compared the earlier approved layout plan(s) / building plan(s) with the one now under revision in respect of the unit allotted to me / us and the applicable central/state laws, policies, guidelines and the permissible norms and other regulatory framework of the competent authority(ies) and after satisfying myself/ourselves, I/we hereby undertake and agree that I/we do not have any objection in this regard to the proposed revision/ amendment / modification / alteration and I/we shall not also object to the same at any time and hereby give my/our explicit, unconditional and irrevocable consent thereto.

Thanking you,

Yours faithfully,

Name and Signature of applicant(s) / allottee(s)





To

**Lavish Buildmart Private Limited**

Unit No. SB/C/5L/Office/008,  
'M3M Urbana', Sector-67,  
Gurugram-122102, Haryana, India

**Subject: Consent to / acceptance of variation / alteration in allotment of the commercial unit in 'M3M PRIVE73' a commercial project, Sector – 73, Gurugram, Haryana.**

Sirs,

In response to the Public Notice in the Newspaper "....." dated ..... thereby seeking objections, if any, from the existing allottees of the 'M3M PRIVE73', commercial project being developed by the Company in Sector – 73, Gurugram, Haryana, I / we hereby confirm, consent to and declare as follows:-

- 1) I am / we are the allottee(s) of the Commercial Unit No. \_\_\_\_\_ (hereinafter referred to as the "Unit") in Block No. \_\_\_\_\_ having carpet area \_\_\_\_\_ sq.ft. / \_\_\_\_\_ sq. mtrs. and super area \_\_\_\_\_ sq.ft. /sq. \_\_\_\_\_ mtrs.
- 2) I / we have seen, viewed and considered now in-principle approved revised plans vide DGTCP Memo No. \_\_\_\_\_ dated \_\_\_\_\_ in company's office in relation to Unit allotted to me / us.
- 3) Further to my /our discussions with the authorized representatives of the company, details and variations / revisions have been explained to me / us to my / our satisfaction and the same are acceptable to me / us as per the terms and conditions already communicated to me / us at the time of initial booking of the unit in 'M3M PRIVE73', without any demur and protest, as the same fully takes care of all my / our rights and interest and all our concerns in the project.
  - a. Unit No \_\_\_\_\_, Block No \_\_\_\_\_
  - b. Carpet Area \_\_\_\_\_ sq. mtrs. / \_\_\_\_\_ sq.ft.
  - c. Super Area \_\_\_\_\_ sq. mtrs. / \_\_\_\_\_ sq.ft.

That in view of above, I / we hereby unconditionally consent to, agree and accept variation / alteration and hereby convey my / our No Objection to the proposed revision of the building plans.

Thanking you,  
Yours faithfully,

( \_\_\_\_\_ )

Date:

**Lavish Buildmart Private Limited**  
**Unit No. SB/C/5L/Office/008, M3M Urbana,**  
**Sector-67, Gurugram-122102, Haryana, India**

**Subject: Unit No. \_\_\_\_\_ allotted in 'M3M PRIVE73'.**

Dear Sir,

We, the undersigned have jointly applied for the captioned unit in the proportion defined hereunder:

First Allottee: \_\_\_\_%

Second Allottee: \_\_\_\_%

Third Allottee: \_\_\_\_%

Fourth Allottee: \_\_\_\_%

You are requested to make a record of the same and in case any amount is payable to us, in respect of the said unit as per the Buyer's Agreement, the same may be made in the proportion as defined above.

Yours faithfully,

<b>First Applicant</b>	<b>Second Applicant</b>	<b>Third Applicant</b>	<b>Fourth Applicant</b>
Signature:	Signature:	Signature:	Signature:
Name:	Name:	Name:	Name:
Bank Account Number	Bank Account Number	Bank Account Number	Bank Account Number
Account Holder's Name	Account Holder's Name	Account Holder's Name	Account Holder's Name
IFSC Code	IFSC Code	IFSC Code	IFSC Code
Bank Branch	Bank Branch	Bank Branch	Bank Branch

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