

M/s Aawam Residency Private Limited

Registered office: 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Badshahpur,
Gurugram-122101, Haryana, India

M/s Aawam Residency Private Limited

41st Floor, Tower-1, M3M International Financial Center, Sector-66,
Badshahpur, Gurugram-122101, Haryana, India

Application Form for the provisional allotment of a Commercial Unit in "M3M Soulitude Central", being developed as Commercial Colony on the Land admeasuring 0.44 acres, forming part of Affordable Residential Plotted Colony on land admeasuring 57.40 Acres, situated in the revenue estate of Village: Hayatpur, Tehsil Harsaru, in Sector 89, District Gurugram, Haryana

Dear Sir/s,

I/ We request that I/ we may be provisionally allotted a Commercial Unit/Shop No. _____, Block _____, Type: _____, Floor: _____, (hereinafter referred to as the "Unit"), having Carpet Area of approx. _____ sq. mtrs./ _____ sq.ft. ("**Carpet Area**") to be developed on land admeasuring 0.44 acres ("**said Land**") for setting up of a Commercial Colony under the name and style of "**M3M Soulitude Central**" i.e. "**Project**", forming part of Affordable Residential Plotted Colony on land admeasuring 57.40 Acres ("**Licensed Land**"), as approved by the Competent Authorities, situated at revenue estate of Village: Hayatpur, Tehsil Harsaru, in Sector 89, District Gurugram, Haryana, being promoted and developed by Aawam Residency Private Limited, having its CIN No. (U70109HR2020PTC091883) and PAN No. (AAUCA5905H) (hereinafter referred to as the "**Company**" / "**Developer** ") and Adhikaansh Realtors Private Limited having its CIN No. U70109HR2020PTC090928 and PAN No. AAUCA3820H (hereinafter referred to as the "Owner-2" / "Promoter-2").

I/We am/are making this Application with the full knowledge that:

- (i) The Developer and the Promoter 2 are the owner of lands ad-measuring 57.40 Acres, situated at Village: Hayatpur, Tehsil Harsaru, in Sector 89, District Gurugram, Haryana. (hereinafter collectively referred to as the "Said Land").
- (ii) The Developer and Promoter 2 have entered into a Development Rights Agreement dated 10.02.2021 registered as document no. 3871 dated 11.02.2021 and an Addendum to Development Rights Agreement dated 10.06.2021, 12.07.2021, 21.06.2022, which are registered with the Sub-Registrar Harsaru, Gurugram, Haryana. Further, the Developer and Promoter - 2 also executed a Memorandum of Understanding dated 28.09.2021 and 30.08.2022 regarding the allocation of plots in favour of the Developer. In Furtherance thereto, Addendum to Development Rights Agreement dated 15.04.2025 registered vide vasika no. 650 dated 15.04.2025 and MOU dated 01.04.2025 have been executed between the Developer and Promoter 2 pursuant to which additional area of 4127.32 sq. yards consisting of 32 Residential Plots and 6 commercial plots of 4711.63 sq. yards has been allocated in favour of the Developer by Promoter 2 (hereinafter collectively referred to as "**Collaboration Agreement**").
- (iii) The Director, Town and Country Planning, Haryana, Chandigarh ("DTCP") has granted License bearing No. 32 of 2021 for land ad-measuring 52.275 Acres and additional License No. 102 of 2022 for land admeasuring 5.125 Acres situated at Village Hayatpur, Sector -89 , Gurugram Manesar Urban Complex, District Gurugram (Haryana) for development of an Affordable Plotted Colony under Deen Dayal Jan Awas Yojana 2016 ("DDJAY") (hereinafter referred to as the "said Plotted Colony") in favour

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of the Developer and Promoter 2 under Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules 1976.

- (iv) The present Project comprising Commercial Units to be developed on the portion of land admeasuring 0.44 acres ("Project Land") is being developed on the portion of the Licensed Land and is duly registered under the RERA Act, read with H-RERA Rules and the Haryana Real Estate Regulatory Authority, Gurugram vide Registration No. _____ dated _____ issued by Haryana Real Estate Regulatory Authority, Gurugram of the project i.e. "M3M Soulitude Central" ("**Project**").
- (v) The Developer has obtained the Building Plan approval of the said Land from the DTCP vide Memo No. 6051 dated 28.11.2025.
- (vi) The Developer has obtained and shall be further obtaining (if required at the relevant time) the necessary sanctions, permissions and approvals from the concerned authorities/Competent Authority(ies) for "M3M Soulitude Central". The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment/sale of commercial Shops/Units comprised in the Project.
- (vii) The details of the commercial Unit applied for, are mentioned in "**Schedule-I**" and the specifications are mentioned in "**Schedule-II**".
- (viii) The Developer may make addition/deletion or exchange any land parcel out of the said Land with the adjoining land as may be approved by the competent authorities for development of the Project at any time in future and that this Application is being made by the Applicant(s) subject to the acceptance of this condition.
- (ix) In the event of development of the Project, there shall be interconnection of essential common infrastructure facilities proposed to be provided at the said Plotted Colony such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. which shall be available for use by all the occupants of the Project /said Plotted Colony in due course. The Project, herein shall be deemed to be a commercial real estate Project for the purposes of applicability of the provisions of the RERA Act, H-RERA Rules and H-RERA Regulations read with the Haryana Apartment Ownership Act, 1983. However, I/ we shall also be liable to pay the requisite maintenance charges in respect of such interconnected essential common infrastructure facilities to be provided at the said Plotted Colony level as may be fixed by the Company/ nominated Maintenance Agency/Competent Authorities as the case may be from time to time.
- (x) I/ We are aware that I/ we shall have the right and beneficial interest only in respect of the common areas & facilities pertaining to this Project and shall not be entitled to claim any rights or beneficial interests in the common areas & facilities which may be provided by the Company as a part of plotted/future development over the Licensed Land, unless otherwise mentioned in the Deed of Declaration filed/to be filed before the Competent Authorities, by the Company. I/We are also aware that, similarly Applicant(s) from Plotted/future development shall be entitled to use the common areas and facilities in the Project, to which I/We shall not object.

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I/We hereby tender a sum of ₹ _____/- (Rupees _____ only) along with this Application towards part of booking amount and GST as applicable for the Unit 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 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 this Application being 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 acknowledge that I/ We have been provided with a sample format of the allotment letter for our reference.

In the event, the Company agrees to provisionally allot a Unit to me/us, the Company shall send across the detailed Agreement for Sale / Buyer's Agreement ("**Agreement**") which 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 Haryana Apartment Ownership Act, 1983 (alongwith the rules and regulations as framed thereunder), Real Estate (Regulation and Development) Act, 2016 (along with the rules and regulations as framed thereunder). However, I/We confirm that the copy of the Agreement has been shared with me/us. I/We have carefully gone through the same and have understood all the terms and conditions mentioned therein.

The allotment and sale of the Unit in the Project shall be subject to terms and conditions of this Application Form, the Allotment Letter and the detailed terms and conditions as set out in the Agreement and the Schedules and annexures attached thereto; 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 other relevant laws ("**Applicable Laws**") and I/We undertake to abide by all such terms and conditions.

I/We agree to execute the Agreement for the Unit in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) ("**RERA Act**") and the Haryana Real Estate (Regulation and Development) Rules, 2017 ("**H-RERA Rules**"), as applicable 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 stamp duty and registration fee for the registration of the Agreement/Conveyance Deed or any other documents associated with the Project and/ or other incidental expenses thereto as may be required by Applicable Laws.

This Application shall be confined and limited in its scope to the Unit in the said Project only. Further, I/We, the Applicant(s) have been intimated that this Application shall be confined and limited in its scope to the Unit in accordance with the terms and conditions of license granted by the Competent Authorities.

I/ We confirm, that I/We has/ have relied on my/our own independent judgment, investigation, physical inspection of the Project and inspection of documents including relevant sanctioned plans/development plans statutory approvals, the relevant information and details in deciding to make the present Application, and has/ have not based my/ our 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. I/ We confirm that I/ We, has/have obtained appropriate professional advice

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before proceeding further with this Application. I/ We has/ have, 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/ have decided to purchase the Unit. I/ We further confirm having considered, reviewed, evaluated and satisfied myself with the specific features of the said Project in particular.

I/We understand that execution of this Application Form does not constitute an Agreement and does not confer any rights to me/ us in the Unit unless an Agreement for Sale is executed with the Company on receipt of at least ten percent (10%) of the Total Consideration Value (as defined hereinafter) of the Unit. I/We undertake that upon the 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(s) being in force at that time, at my/ our expenses/ costs.

I/ We agree that timely payment of the installments of the Total Consideration Value and Other Charges (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 thereof.

I/We are fully aware of the cost of the Unit, and also the applicability of the Goods & Services Tax (in short 'GST') at the rates as applicable from time to time, on the cost of the Unit. I/We are also aware of the new tax regime of Good and Services Tax (in short "GST") having come into existence with effect from 01.07.2017. Therefore, the Application has been made by myself/us being fully aware that all payments made on and after 01.07.2017 will attract GST under the Central Goods and Services Tax Act, 2017. I/We, also confirm I/We shall not claim any GST credit and/or claim any reduction in Total Consideration Value of the Unit due to application of GST.

I/ We have applied with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana/ the Project, which have also been duly explained by the Company and understood by me/ us. 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 and have been duly explained to me/ us and further I/We understand that the same shall be detailed in the Agreement.

The communications sent by the Company on the E-mail address provided by the First Applicant(s) shall be deemed to have been duly served upon me/ us.

I/We, the Applicant(s), after having read, understood and agreed with the terms and conditions ("Terms & Conditions") annexed hereto and the terms and conditions as contained in the Agreement prescribed by the Company pertaining to the booking of the Unit and the limitations and obligations of the Company and the Applicant(s) respectively, do hereby apply for booking of the Unit in the Project.

DECLARATION:

I/ We have fully read and understood the terms and conditions as set out in this Application Form and Schedules annexed thereto. I/ We undertake to abide by such terms and conditions including any amendments 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 details/ information provided by me/ us being false and untrue on my/ our part, the Company at its sole discretion may cancel the Allotment and initiate appropriate legal

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action at my/ our costs, risks and consequences.

Yours faithfully,

Date:

Place: _____

Signature of Applicant(s)

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

RERA Registration No. _____ dated _____ registered with the Haryana
Real Estate Regulatory Authority, Gurugram .

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

(First/Sole Applicant)
Applicant)

(Second Applicant)

(Third Applicant)

(Fourth

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SCHEDULE I

DETAILS OF UNIT

Unit No.: _____, Block/Tower No. _____ ("Block/Tower"), Type: _____
Floor/Level: _____

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

Alongwith proportionate undivided, indivisible and impartible ownership rights/share in the land underneath the Unit, Common Areas in the Building wherein the Unit is situated.

Car Parking(s):

Exclusive right to use of ____ (____) Car Parking (if any) that will be allocated/earmarked by the Company as per the parking plan devised for the Building/Block/Tower wherein the Unit is located.

******"Carpet Area" shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.***

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SCHEDULE II
SPECIFICATIONS OF THE UNIT

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SCHEDULE III

TOTAL CONSIDERATION VALUE OF THE UNIT

Total Consideration Value of the Unit is ₹ _____/- @ ₹ _____/- per sq. ft. of Carpet Area (Cost of the Unit is ₹ _____/- and GST amount of ₹ _____/-*)

*GST shall be calculated as per the applicable rates.

1. Carpet Area of _____ sq. ft./ _____ sq. mtrs. (approx.)
2. Exclusive Right to use of (____) No. of Car Parking Space(s) (if any).

OTHER CHARGES FOR THE UNIT:

In addition to the Total Consideration Value, the Applicant(s) shall be liable to pay the following:

- Interest Free Maintenance Security (IFMS) of ₹ _____/-per sq. ft. of Carpet Area.
- Power Back-Up Infrastructure 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/Panipat only or through electronic transfer mode (as permissible under Applicable Law(s)) drawn in favour of/ to the account "ARPL MASTER ACCOUNT FOR M3M SOULITUDE CENTRAL" with Axis Bank Limited at Ground Floor-1010 & 1011, M3M Urbana, Sec-67, Gurgaon, Haryana-122102, having IFSC Code UTIB0004343, Account No. 925020042312462.
- The Application would be considered for provisional allotment subject to realization of the initial 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 provisional allotment shall be valid only subject to clearance of amounts tendered by the Applicant(s) and subject to future payments on time.
- Upon issuance of the provisional Allotment Letter, the Applicant(s) shall be liable to pay the Total consideration Value and the Other Charges for the Unit as specified herein in accordance with Schedule of Payment together with the applicable government taxes and levies, time being of all essence.
- The Total Consideration Value are inclusive of basic sale price, recovery of proportionate price of land, development/ construction of the Common Areas & Essential Common Infrastructure Facilities within the said Project, PLC, Applicable Statutory Charges including but not limited to External Development Charges ("EDC") and Infrastructure Development Charges ("IDC"), as applicable, Electricity Installation Charges, Tax, Duty, GST, Other Utilities Infrastructure and Connection Charges (as applicable).
- The Applicant(s) shall also pay, as and when demanded by the Company, any other statutory taxes, pro-rata share in duties, statutory charges including but not limited to cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Company. The Applicant(s) shall further be liable to pay any revision/ modification in PLC, IDC, taxes, duties, statutory charges, cesses, levies etc. as may be levied by the Government or any Statutory/ Competent Authority, even if such statutory charges, cesses, levies etc. are retrospective in effect, if there is any revision /modification in the taxes/statutory charges/ fees/levies/cess etc., the subsequent amount payable by the Allottee to the Company shall be increased/decreased based on such revision/change/modification. It is clarified that if any input credit becomes available in respect of said applicable Taxes, then the Company shall solely be

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entitled to the same as the Company has already accounted for adjusting the same in the Total Consideration Value stated herein.

- The Applicant shall further be under obligation to pay the labour cess (if any) in addition to the Total Consideration Value and which shall be intimated by the Company in due course of time.
- The Applicant(s) is fully aware of the cost of the Unit, and also the applicability of the Goods & Services Tax (in short 'GST') at the rate as applicable from time to time, on the cost of the Unit. The Applicant(s) 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. The Applicant(s) is fully aware that all payments made and all bookings made will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant(s) 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, as the Applicant(s) agree and have understood that all the relevant statutory benefits owing the introduction of Goods and Services Tax, 2017 has been duly factored in the Price at the time of new bookings post 01.07.2017 in terms of requirement of law as per section 171 of the CGST Act, 2017.
- The Applicant(s) shall, in relation to the Unit(so allotted), make all payments to the Company from its own bank account only and not from and through the bank accounts of any third party. The Applicant(s) 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 (so allotted) shall be issued in favor of the Allottee only. Payments from sources other than the Applicant(s) ("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 Agreement for Sale 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(s) or by the Company, the Applicant(s) shall cease to have any claim against/ upon the Unit and/or against the Company (except for the refund as stated herein) and the Company shall be free to deal with the Unit in any manner whatsoever without any further reference/ intimation to the Applicant(s).
- Please further note that the Agreement shall contain detailed terms and conditions of the sale of the Unit in favor of the Applicant(s). Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement shall prevail.
- The Applicant(s) acknowledges that in the event the Applicant(s)/ Allottee(s) fails or neglects to comply with any of its obligations under the Application Form / Allotment Letter/Agreement for Sale, including but not limited to making payment of all due amounts as per Schedule of Payments stated in 'Schedule-IV' hereto (and interest thereon, if any), the Applicant shall be deemed to be in default and the Company shall have an option to cancel the booking/allotment and forfeit the amount as mentioned in Clause 44 of Schedule VII.
- The Applicant(s) 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 or payments to be made by the Applicant(s) to the Company (collectively referred to as "Taxes"). The Applicant(s) 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 in this Application Form 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 under the Real Estate (Regulation and Development Act), 2016 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.
- In the event any amount by the Applicant(s) is prepaid, the Company is entitled to retain and adjust the balance/ excess amounts received against the next instalment due.
- The Applicant(s) 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 Applicant(s) 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 two percent (2%) 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 Applicant(s) over and above the Total Consideration Value/ Other Charges.
- It shall be the sole responsibility of non-resident/ foreign national/ Person of Indian Origin to comply with the provisions of Foreign Exchange Management Act, 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.
- To avoid penal consequences under the Income Tax Act, 1961, where Total consideration Value for the Unit is ₹. 50,00,000/- (Indian Rupees Fifty Lakhs only) or more, the Applicant(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) as per the applicable rate from each instalment/ payment to avoid penal consequences under Income Tax Act, 1961. Applicant(s) 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 Applicant(s).
- Taxation particulars of M/s Aawam Residency Private Limited
PAN No.: AAUCA5905H
GST NO.: 06AAUCA5905H1ZG
- This Application shall be governed and interpreted by and construed in accordance with the laws of India. The Haryana Real Estate Regulatory Authority for Gurugram at Gurugram alone shall have exclusive jurisdiction over all matters arising out of and relating to this Application.
- Conditions apply
The term 'Allottee' shall come into force upon Allotment, accordingly, the above terms shall be read as Applicant(s)/ 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 Soulitude Central'

Bank Name: AXIS BANK LIMITED

Account No.: 925020042312462

IFSC Code: UTIB0004343.

SWIFT Code: AXISINBBA53

Account Name: Bank's Address: ARPL MASTER ACCOUNT FOR M3M SOULITUDE CENTRAL

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**SCHEDULE IV
PAYMENT PLAN**

Construction-Linked Payment Plan	[]
Down Payment Plan	[]
Time Linked Plan	[]
Possession Linked Plan	[]
Other Plan	[]

If yes, specify details: _____

[Insert Customized Payment Plan]

FOR OFFICE USE ONLY

Receiving Officer:

Name: _____ Signature: _____ Date: _____

ACCEPTED [] / REJECTED []

REGISTRATION NO: _____

1. Type of Booking: Direct [] / through Channel Partner / Indian Property Associate / Real Estate Agent []
2. Remarks (if any) :

Date:
Place:

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**SCHEDULE V
PARTICULARS OF THE APPLICANT(S)**

My/Our particulars are given below for your reference and records:

1. SOLE OR FIRST APPLICANT

Mr. /Ms. /M/s. _____

Son/Wife/Daughter 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: _____

Permanent _____ Address: _____

PIN Code: _____

Tel. No. _____ Fax _____ No. _____

E-mail Id: _____ Mobile _____ No. _____

Payment mode (Optional): Self Home Loan

Applicant's Name (as per Bank Account): _____

Name of Applicant's Bank: _____

Bank Account No.: _____

Please affix your
photograph here and
sign across it

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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, hereby 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 Application, if executed without any liabilities and penalties.

Signature of First Applicant

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SECOND APPLICANT (if any)

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: _____

Permanent Address: _____

PIN Code: _____

Tel. No. _____ Fax No. _____

E-mail Id: _____ Mobile No. _____

Office Name & Address: _____

Payment mode (Optional): Self Home Loan

Applicant's Name (as per Bank Account): _____

Name of Applicant's Bank: _____

Bank Account No.: _____

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

Please affix your
photograph here and
sign across it

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without any liabilities and penalties.

Signature of Second Applicant

AAWAMI RESIDENCY PRIVATE LIMITED

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THIRD APPLICANT (if any)

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: _____

Permanent Address: _____

PIN Code: _____

Tel No. _____ Fax _____ No. _____

E-mail Id: _____ Mobile _____ No. _____

Office Name & Address: _____

Payment mode (Optional) Self Home Loan

Applicant's Name (as per Bank Account): _____

Name of Applicant's Bank: _____

Bank Account No.: _____

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.

Please affix your
photograph here and
sign across it

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I/We, hereby 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.

Signature of Third Applicant

Sole Proprietorship Firm [] Private Limited Company [] Public Limited Company [] Limited Liability

Partnership [] Partnership Firm [] Registered Society [] Registered Trust []/Others

Date of Incorporation/Registration/Formation: _____

Particulars of Incorporation/Registration/Formation: _____

Bank Details: Name of Bank: _____

Address of the Bank/Branch: _____

Bank Account No.: _____ IFSC Code: _____

PAN No.: _____

Communication Address: _____

Pin Code: _____

E-Mail: _____

Nationality: _____

Telephone Nos: _____ Mobile: _____

DECLARATION: I/ We, the Applicant/s, hereby affirm and declare that the above particulars/information are true and correct and nothing has been concealed therefrom. I/We, hereby 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.

Signature of Applicant

* The word "Applicant" as used in this Application Form means and includes an individual

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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 for the State of Haryana (along with the rules and regulations as may be framed thereunder).

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SCHEDULE VI
DOCUMENTS TO BE SUBMITTED ALONGWITH THE APPLICATION FORM

- 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(s) and not from the account of any third party.

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1. I/We acknowledge, agree and undertake that I/We shall neither hold the Company or any of its Group/ Subsidiary/ Associate Company/ Sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Company or any of its Group/Subsidiary/Associate Company/Sister concerns/ affiliates with respect thereto.
2. All the above information provided by me/us is/are true and nothing has been concealed or suppressed.
3. I/We undertake to inform the Company promptly of any changes to the above information and particulars furnished by me/us.
4. I/We have fully read and understood the Terms and Conditions attached hereto as **Schedule VII** and do hereby solemnly agree, undertake and covenant to abide and be bound by them and also by the area, total consideration, estimated other charges and payment terms as set out herein. Further, I/We acknowledge that 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 . I/ We understand that the Terms and Conditions are binding in nature and are also indicative of the Terms and Conditions of the Agreement for Sale which shall be comprehensively elucidated and delineated in the said Agreement for Sale.
5. I/We, have paid an amount of Rs./- (Rupees)] vide Cheque/Demand Draft/ NEFT/RTGS/Debit Card/Credit Card as part of Earnest Money (as defined hereinafter) payable by me / us as per terms of this Application and subject to realisation.
6. I/ We understand that submission of this Application Form neither constitutes any binding contract or Agreement, nor the receipt of the amounts paid with this Application Form by me/ us would tantamount to any acceptance of my/our Application and shall not bind the Company to provisionally allot the Unit in my/our favour.
7. I/ We hereby confirm and agree that the Company shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Company. The Company, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicants and any third parties and/ or any agreement or understanding arrived at with the said third parties.
8. I/ We acknowledge that I/ we are fully satisfied with the land ownership title of the Company the rights and entitlements of the Company to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of the Unit, formulate terms and conditions for allotment, to receive the costs and charges from the Applicant as may be payable in respect of the Unit, negotiate, finalise, sign and execute the Agreement for Sale and Conveyance Deed, and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation hereto.
9. 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 Form being fully aware and conscious of my/ our duties, liabilities and obligations.
10. I/ We fully understand that the Company reserves the right to accept or reject the Application Form at its sole discretion. In the event of rejection of my/ our Application Form, the Company shall refund the entire amount paid alongwith the application towards Earnest Money or any part thereof to the Applicant(s) without payment of any compensation or interest thereon.
11. 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.
12. That the scope of the Application is limited to the conditions for allotment/ sale of the Unit in the Project being developed as per approved building plans and for the

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consideration agreed herein only. All the amounts as set out in the Application/ Schedule/ Allotment Letter and payable by the Applicant(s) 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.

13. The Applicant(s) 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 Applicant(s) with their full legal import and effect and the Applicant(s) 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(s) at the time of this Application.
14. The Applicant(s) 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 in particular.

Yours faithfully,

Name of the First Applicant

Name of the Second Applicant

Name of the Third Applicant

Date: _____

Place: _____

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SCHEDULE VII TERMS AND CONDITIONS

This Application is subject to terms and conditions given hereunder and shall be binding on the Applicant(s). These are indicative key terms and conditions of the provisional allotment and Agreement for Sale (**'Agreement'**) to be executed between the Applicant(s) and the Company. Detailed terms and conditions shall be set out in the Agreement. Post the allotment of Unit by the Company the Applicant(s) shall be referred to as the Allottee, accordingly wherever the context so requires the term 'Applicant(s)' shall be read as 'Allottee(s)'.

1. The Applicant(s) has/have applied for the provisional allotment of a Unit with full knowledge and understanding of the provisions of Real Estate (Regulation and Development) Act, 2016 ("Act"), the Haryana Real Estate (Regulation and Development) Rules, 2017 ("Rules") and the Regulations made thereunder for the State of Haryana and other Applicable Laws for the State of Haryana in general and the Project. The Applicant(s) further agrees to comply with any rules, policies, regulations and guidelines made with respect to the Unit (details of which are provided in **Schedule-I** and specifications for which are being provided in **Schedule-II**) by the Company/the Maintenance Agency / the Competent Authority(ies) /registered Association of Allottees formed by the Company. If this Application is accepted by the Company, the allotment of the Unit in pursuance thereof shall be subject to the terms and conditions stated herein, the Allotment Letter and subject to further terms and conditions as may be stipulated in the Agreement.
2. The Applicant(s) 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 Applicant(s) with their full legal import and effect and the Applicant(s) 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(s) at the time of this Application.
3. The Applicant(s) is applying for allotment of the Unit in the Project under this Application Form, after fully understanding the Development Plan as approved by the competent authority/ies and with full knowledge of all the laws/notifications and rules applicable to the Project and has/ have satisfied himself /themselves/ itself about the rights/title/interest of the Company in the said Unit/Project, and has understood all limitations and obligations of the Company in respect thereof.
4. The Applicant(s) 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(s) has/ have understood the mutual rights and obligations detailed therein.
5. The Applicant(s) is satisfied about the rights and interest of the Company to develop, sell and market the Units in the Project to be developed on the said Land and the rights, interest and title of the Company therein. The Applicant(s) has understood all the limitations, restrictions, requirements and obligations in respect thereof.
6. The Applicant(s) 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(s) 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(s) 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(s) shall be liable to all the consequential action there under.

14. 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 Project '**M3M Soulitude Central**' 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 Project '**M3M Soulitude Central**'.
15. The Applicant(s) hereby confirms that he/she/it/they is / are making this Application with full knowledge of all the Applicable Laws, applicable in the State and those related to the Project '**M3M Soulitude Central**'.
16. The Applicant(s) is satisfied about the rights and interests of the Company to develop, sell and market the Unit in the Project '**M3M Soulitude Central**', self-contained and standalone real estate Project licensed to be developed in due course of time. The Applicant(s) has understood all the limitations, restrictions, requirements and obligations in respect thereof.
17. The Applicant(s) 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/Competent Authorities for the maintenance and upkeep of the Project '**M3M Soulitude Central**' as and when required along with declarations and undertakings contained therein. The Applicant(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Unit.
18. The Applicant(s) agree(s) to pay the Total Consideration Value of the Unit along with other charges ("**Total Consideration Value**"), as per the opted Payment Plan and / or as may otherwise be communicated by the Company from time to time mentioned in **Schedule-IV** ("**Payment Plan**") of this Application Form. The break-up and description of the Total Consideration Value and Other charges is described in **Schedule-III** of this Application Form. If the Applicant(s) delays in payment towards any amount which is payable, it shall be liable to pay interest as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and rules ("**Rules**") formed thereunder for the State of Haryana, and subsequent amendments to the said Act and Rules and the notifications/ clarifications relating to the same issued by the relevant government authorities, on all the amounts which are due & payable by the Applicant(s) under and in furtherance to this Application Form, if any. The said interest shall be current State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate of interest higher/ lower than 2% as may be prescribed from time to time under the Act and Rules made thereunder ("**Interest**").
19. The Applicant(s) 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(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when the Conveyance Deed is executed by the Company.
20. The Total Consideration Value shall be payable by the Applicant(s) directly to the Company as mentioned in the Payment Plan (**Schedule-IV**) on the timeline agreed herein and without any delay or demur. The timely payment of the Total Consideration value shall be of the essence.

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21. The Applicant(s) has/ have understood the Total Consideration Value and Other Charges as laid down in **Schedule III** of this Application Form.
22. 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.
23. Declaration' shall mean the declaration (including any modification/ amendment thereto), filed or to be filed by the Company with regard to the Project 'M3M Soulitude Central ' and/or the Plotted Colony under the Haryana Apartment Ownership Act, 1983, with the Competent Authorities.
24. '**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 the Project and the said Plotted Colony and to provide maintenance services in the Project and thereafter for the said Plotted Colony, as the case may be.
25. '**Maintenance Agreement**' shall mean the maintenance agreement to be executed by the Applicant(s) with Maintenance Agency and/or registered association of Allottee(s) / Applicants(s) upon offer of possession of the Unit by the Company to the Applicant(s), in the format prescribed by the Maintenance Agency or its appointed agency or nominee/ registered association of Allottee(s) / Applicants(s) (for the Project and/or the said Plotted Colony), which shall be applicable to and binding for all the Unit owners/ occupants of the Block/ Project/ said Plotted Colony, as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the said Plotted Colony which also includes the Project, as it derives its prestige, esteem and appeal from the ambience and high standards maintained at the Project/ said Plotted 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 the said Plotted Colony, which also includes the Project.
26. It is clarified that the Total Consideration Value shall be payable by the Applicant(s) in the manner and into the designated bank account of the Company, the details whereof are specified in this Application Form or as may be specified from time to time by the Company. 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 / Allottee 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 the Project in timely manner, and for which purposes the Company may avail of funding for development of the Project, which entails huge financial implications for the Company.
27. The Company shall adjust any payment received from the Applicant(s) first towards statutory levies and then towards interest on overdue instalments, thereafter towards overdue

instalments or any other outstanding demand and finally the balance, if any, towards the current payable instalment or current dues.

28. The Applicant(s) confirms and represents that the Company has never indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right or title of any kind whatsoever, in any other Unit (other than the said Unit), any Land, community facilities and amenities, shopping area etc. save and except, as mentioned herein.
29. The Total Consideration Value 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 Said Project) paid / payable by the Company upto the date of offer of the possession of the Unit along with car parking, if applicable to the Allottee, 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 said Project as per the registration with the Authority, which shall include the extension of the registration, if any, granted to the Company by the Authority, as per the Act, the same shall not be charged from the Allottee unless otherwise permitted by applicable law(s).
30. The Company shall not be liable to hand over possession of the Unit and execute a Conveyance Deed in case any part of the Total Consideration Value has been paid with the help of any loan facility availed by the Applicant(s)/Allottee; till the time a no objection certificate from such bank/ financial institution/ NBFC/ other lending institution/ lending entity is not submitted to the Company. The Company shall not be held liable for any delay caused by the Applicant(s) alone.
31. The 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.
32. It is made clear by the Company and understood by the Applicant(s) that the Applicant(s) shall have no rights including right of ownership in the said Land, Licenced Land, all roads, open spaces, and public utility services etc. save and except, as specified herein. It is further clarified that the general common areas like roads, open spaces, and public utility services etc of the Project and the said Plotted Colony shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with the Licensed Land including the said Land. The Company relying on this specific undertaking of the Applicant(s) in this Application may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.
33. The Company has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration value of the Unit does not include any recovery or payments towards development, running and operation of the common amenities and facilities or any other conveniences if any provided on the said Land. Further, the Applicant(s) fully understands that the Company is free to deal with the Project in any manner as the Company may deem fit. As regards payment of Maintenance Charges, the Applicant(s) shall enter into a separate Maintenance Agreement with an agency designated by the Company or

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association of allottee(s) of the Subject Building/ Project, as the case may be and shall make payment of such Maintenance Charges as demanded by the Company/Maintenance Agency.

34. In order to look after administration and management of interconnected essential common infrastructure facilities at the entire Land, the Company may, at its sole option, facilitate formation of a Master Association of Allottees of all unit owners of the said Plotted Colony, over a period of time, the charges for which shall be proportionately contributed by the owners of the units.
35. The Applicant(s) also understands that the common areas and facilities are common for the occupants in the Project and same shall be used harmoniously by the Applicant(s) along with other occupants of the Project without causing any hindrance or obstruction. As the interest of the Applicant(s) in the common areas is undivided and cannot be partitioned this would require the Applicant(s) to use the common areas within the building only harmoniously along with other allottees/occupants in the Project/the building without causing any inconvenience or hindrance to them.
36. The Applicant(s) agrees and undertakes that if the Applicant(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Company shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Company then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Unit shall be subject to adjustment/recovery of such amount.
37. In case, the Company/ Maintenance Agency/ Association of Allottees obtains bulk supply of electrical energy/ water for the Project, 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.
38. The Total Consideration value is escalation-free, save and except increases which the Applicant(s) 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 Applicant(s) shall be liable to pay proportionately along with other allottees in the building where the Unit is located and/or Project, 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 Applicant(s), and such adjustment shall be made from the next instalment due from the Applicant(s) following the intimation of such decrease by the Company/ Competent Authority, as the case may be.
39. The Applicant(s) 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(s) 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 instalments 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 instalments as mentioned in the indicative payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.

40. The Applicant(s) shall have the right to the Unit along with exclusive right to usage of parking space, as mentioned below:
- (i) The Applicant(s) shall have exclusive ownership of the Unit to be used as a Shop for which the allotment has been made and for which the Unit has been provisioned for,
 - (ii) The Applicant(s) shall have the proportionate undivided, indivisible and impartible ownership rights/share in the Licenced Land and underneath the Building, Common Area in the Building wherein Unit is situated.
 - (iii) The share/ interest of Applicant(s) in the Common Areas of the Building in which the said Unit is situated cannot be divided or separated, the Applicant(s) shall use the Common Areas along with other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Company shall hand over the Common Areas of the Building in which the Unit is situated 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.
 - (iv) The Applicant(s) shall have the right to exclusive use but no title to the allotted car parking space(s), if any.
41. 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(s) 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.
42. 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 unit and/ or for any additional features and services in the Project, (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 Applicant(s) agrees to pay the same proportionately to the Company, without any delay, demur or protest.
43. The Applicant(s) confirms having understood and further acknowledges that the Developer shall carry out the internal development within the Project and within the Project and/or the said Plotted Colony, 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 Licenced 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(s), then the Applicant(s) 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 allottees, as determined by the Company/Association of Allottees/Maintenance Agency.

44. Keeping in view the investments (i.e. time, labour and money) made by the Company in developing the Project, the Allottee agree that upon receipt of Occupation Certificate/Part Occupation Certificate by the Company to the Allottee, the Allottee(s) shall not be entitled to terminate the Agreement for any reason whatsoever. The Allottee agrees that in case the Allottee withdraws from the Project after the receipt of the Occupation Certificate or Part Occupation Certificate and issuance of notice for offer of possession at no fault of the Company, then the Company shall be entitled to forfeit the below amounts from the amounts paid by the Applicant (s) as part of Total Consideration Value :

- (i) The Earnest Money (being 10% of the Total Consideration Value) paid for the allotment,
- (ii) Brokerage paid to the broker in case the booking is made by the Applicant(s) through a broker, and
- (iii) Amounts equivalent to the discount, rebate, payout or any other benefits credited/given to the Applicant by the Developer
- (iv) Amounts paid towards Statutory Dues/Taxes including GST etc. to the concerned Statutory Authorities.

The balance amount, if any, after aforesaid deductions/ forfeiture, would be refunded to the Applicant(s), after deducting the aforesaid amount, within 90 (ninety) days of such cancellation and customer complying with requirements of executing relevant termination documents and returning of necessary original documents as set forth in the notice of cancellation/ termination.

It is also clarified that the Company shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or any pass through charges paid / incurred by the Applicant (s) to the Company or any government authority, except if any refund of GST is received by Company from any Government Authority on amounts that were paid by the Applicant (s) over and above the Earnest Money, the Company shall refund the same to the Applicant (s) within 90 days of receipt of the same from the Government Authority. On such default of the Applicant (s), the Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated. Provided that, the Company shall intimate the Applicant (s) about such termination of liability at least thirty days prior to such termination or such other time period as laid down under the applicable laws.

45. The Allottee further agree/s and acknowledge/s that the Company's obligation for development and handover of the Unit shall come to an end on receipt of Occupation Certificate/ Part Occupation Certificate/ and that subsequent to the same, the Company shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Unit.

46. In the event, Allottee is in default of instalments (if any), applicable Taxes and any other charges/amounts falling due after the receipt of the Occupation Certificate/Part Occupation Certificate/Completion Certificate/Part Completion Certificate, the Company shall have an option to terminate the Agreement. Upon termination of this Agreement by the Company on account of Allottee's Event of Default ("**Termination Date**"), save for the right to refund, if any, to the extent agreed and detailed hereinabove, the Allottee shall have no further right or claim against the Company. Any claim by the Allottee in this regard shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto. The Company shall on such termination be free to deal with the said Unit in any manner whatsoever, in its sole and absolute discretion. This is without prejudice to any other rights available to the Company against the Allottee.

47. The Applicant(s) shall be liable to make timely payment of maintenance charges as and when demanded by the Company/ Association of Allottees/ nominated maintenance agency/Competent Authorities, as the case may be. If the Applicant(s) neglects, omits,

ignores, or fails in the timely performance of the obligations agreed and stipulated herein including failure to execute and return both sets of signed Agreement within 30 (thirty) days of dispatch by the Company for any reason whatsoever or to pay in time to the Company any of the instalments or other amounts and charges due and payable by the Applicant(s) by the respective due dates for such payments, the Company shall be entitled to cancel the allotment and terminate the Agreement, if executed, at its sole discretion and the Company shall be entitled to forfeit the amount as mentioned in Clause No. 44 of this Schedule. 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.

48. If the cheque submitted by the Applicant(s) along with the Application is dishonoured, then this Application will be deemed to be cancelled and the Company will not be under any obligation to inform the Applicant(s) about the dishonour of the cheque or cancellation of the Application. Also, in case any cheque towards the subsequent payment is dishonoured, the Company will not be under any obligation to inform the Applicant(s) about the dishonour of the cheque and the consequences for such non-payment/ payment default shall follow.
49. The Applicant(s) 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.
50. The Applicant(s) shall use the Unit only for the purpose for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. 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 Project 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(s) shall be obtained from the Competent Authorities/ Association of Allottees of the present Project and prior notice thereof shall be given to the Association of Allottees/ the Maintenance Agency/ the Competent Authority, as the case may be.
51. Subject to the Force Majeure, court orders, Government Policy/ guidelines, policy/ guidelines of Competent Authorities, decisions affecting the regular development of the Project, herein and/ or other just permissible exceptions 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 any, to the Applicant(s) or fails to complete the Project on or before the committed period;
 - (ii) Discontinuance of Company's business as a developer on account of suspension or revocation of its 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(s) 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(s) 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

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thereafter, the Applicant(s) 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 occurred on account of the Company; or

- (ii) the Applicant(s) 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(s) 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(s) does not intend to withdraw from the Project 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 offer of the possession of the Unit, which shall be paid by the Company to the Applicant(s) within prescribed time (under Act and Rules) of it becoming due.

52. The Applicant(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) in case the Applicant(s) fails to make payments for two consecutive demands made by the Company despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Company on unpaid amount at the rate prescribed in the Rules.
- (ii) in case default by the Applicant(s) 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 forfeit the Forfeiture Amount as mentioned in Clause 44 of this Schedule. 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(s) through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (b) the Applicant(s) 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 forfeit the amount as mentioned in Clause 44 of this Schedule. On such default, the allotment, Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated and the entire amounts paid by the applicant shall be forfeited.
- (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 of the Unit and forfeit the amount as mentioned in Clause 44 of this Schedule. On such default, the allotment, Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated.

53. The Applicant(s) agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement, separate maintenance agreement, electricity supply agreement and 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/Competent Authorities, as the case may be for the maintenance and upkeep of the Project for the maintenance and upkeep of the Project as and when required along with declarations and undertakings contained therein. The Applicant(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Unit. The Applicant(s) also agrees to pay such charges, outgoings, etc. that may be levied under the maintenance agreement.

54. The Applicant(s) have clearly understood the terms of this Application Form and have unconditionally accepted and consented thereto.

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55. The Applicants have confirmed that irrespective of any disputes, which may arise between the Applicants and the Company, the Applicants shall punctually pay all instalments of the Total Consideration Value, amounts, contributions, deposits, and shall not withhold any payment for any reason whatsoever.
56. The Company has the right and authority to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of Said Land, receivables or by any other mode or manner by charge/ mortgage of the Project; all to the extent and in the manner as permissible under the Act and Rules and the Applicable Laws . The Company shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) that may vest as per the Agreement for Sale. It is hereby understood and agreed that upon signing of this Application Form, the Applicant(s) are deemed to have completed all due diligence as to the right, title and interest of the Company to develop and market the Unit and the Applicant(s) confirms that the Applicant(s) have sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Company to convey the Unit. The Applicant(s) has / have, prior to the date hereof, examined the copy of the RERA registration in respect of the Project and has caused the said RERA registration to be examined in detail by his/her/its advocates and planning and architectural consultants.
57. In case the Applicant(s) is a non-resident Indian or a foreign national of Indian origin then it shall be his/her/its responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act"), any rules and/or guidelines made/issued there under and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India. The Applicant(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Applicant(s) shall indemnify and keep and hold the Company and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Applicant(s) subsequent to the execution of the Agreement for Sale, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the applicable laws.
58. It is agreed that the Company shall not make any additions and alterations in the sanctioned building plans and specifications in respect of the Unit, as the case may be, without the previous written consent of the Applicant(s) as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities. Provided that, the Company may make such minor changes or alterations as may be required by the Applicant(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities.
59. The Company shall formulate an Association of Allottees of the Project, under applicable laws for maintenance of Common Areas & facilities of the Project. The Company shall be responsible to maintain Common Areas & facilities of the Project till the taking over of the maintenance of such Common Areas & facilities of the Project to the Association of Allottees or maintenance agency, as the case may be, either itself or through a maintenance agency ("**Maintenance Agency**") subject to payment of the Maintenance Charges by the Applicant(s).
60. In case, the Association of Allottees/Maintenance Agency or the Competent Authority fails to take handover of the Common Areas and Facilities of the Project, then in such a case, the Company shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period till such time the handover is taken by the Association of Allottees/Maintenance Agency/Competent

Authority, which shall be recoverable from the Association of Allottees/Maintenance Agency/Competent Authority or proportionately from all Allottee(s) of Units within the Project.

61. The Applicant(s) shall pay the Maintenance Charges as may be levied by the Maintenance Agency /Association of Allottees/Competent Authority, as the case may be and shall also enter into a maintenance agreement with the Maintenance Agency /Association of Allottees /Competent Authority as the case may be, in the format to be provided by the Company or the Association of Allottees.
62. The Allottee(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite IFMS and periodic maintenance charges etc. ("**Maintenance Charges**") to the Association of Allottees or Maintenance Agency as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee(s) under this Agreement. The rates of maintenance and service charges shall be fixed by the Company or Association of Allottees or the Maintenance Agency or the Competent Authorities, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee(s) agrees that, on and from the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall pay advance Maintenance Charges calculated at an estimated rate.
63. The Company shall be responsible to provide and maintain essential services in the Project, as the case may be till the taking over of the maintenance of the Project by the Association of Allottees or the maintenance agency or the competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate, as the case may be. The Applicant(s) agrees to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Company/ Association of Allottees(s) and the Maintenance Agency as appointed for maintenance and upkeep of the Project by the Company/Association of Allottees/Competent Authorities. 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. The Applicant(s) agrees to pay to the Company/ MSA/Association of Allottees/Competent Authorities/ Maintenance Agency, as the case may be, applicable maintenance charges in order to secure adequate provision of the maintenance services.
64. The Applicant(s) understands that for the mutual benefit and enjoyment of the owners of Units in the Project and in accordance with the concept / design promulgated by the Company, there will be regulations / restrictions in change of structure, facade, regulations relating to usage of common lobbies, stair cases of adjoin units, lift lobbies of adjoining units etc. The Applicant(s) understand that the same is for mutual benefit of the unit owners and is a fundamental part of the Project. The Applicant(s) consent to signing / agreeing to the terms / conditions in this regard as may be captured in the Agreement for Sale by the Company.
65. The Company may raise upon the Applicant(s) appropriate demand notices for the payment of the Total Consideration Value and other charges as are the part of the Total Consideration Value.
66. The Company shall form Association of Allottees comprising of unitholders in Building(s) on the Licenced Land, as the case may be.
67. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit, until a formal Agreement for Sale/Builder Buyer Agreement ("**Agreement** ") is executed and registered between the Company and the Applicant(s)(s) under the Applicable Laws within the timelines stipulated by

the Company. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "Provisional Allotment" until the Agreement for Sale is executed and registered by the Company and the Applicant(s). Further, the Applicant(s), as and when called upon by the Company, undertakes to be present for registration of the Agreement for Sale, as may be required under the Applicable Laws, at the office of concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Unit failing which the Company shall without prejudice to any other rights be entitled at its sole discretion to (i) charge interest to the Applicant(s) and/or (ii) cancel this Application Form / Allotment Letter and forfeit various amounts paid/due from the Applicant(s), subject to the provisions/limits as prescribed in the Applicable Laws.

68. Applicant(s) shall grant all the required assistance to the Company including signing of the agreements, deeds, declarations, consent(s) and other writings as and when demanded by the Company for lawful transfer of the said Unit.
69. The Applicant(s) understands that the present Application and Allotment is non-transferrable/ non-assignable. Subject to the applicable Law, the permission to allow transfer/ assignment/ nomination/ substitution shall be at the sole discretion of the Company, which may grant or refuse such permission. The Company shall charge an administrative fee, as may be decided by the Company from time to time, for such transfer/ assignment/ nomination/ substitution and the transfer/ assignment/ nomination/substitution shall be effected in a manner and as per procedure as may be formulated by the Company. The Applicant(s) and the transferee/ assignee/ nominee/ substitute shall be required to submit such necessary documents in the formats as may be required by the Company for such transfer/ assignment/ nomination/ substitution. Any transfer/ assignment/ nomination/ substitution by the Applicant(s) without the prior permission/ approval of the Company shall be treated as null and void and such transfer/ assignment/ nomination/ substitution shall not be binding on the Company.
70. The Applicant(s) understands and agrees that although the Applicant(s) 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(s) and shall not be contingent upon the ability, capacity or competence of the Applicant(s) to obtain or continue to obtain such financing. The Applicant(s) shall, regardless of any financing, remain bound under the Agreement for fulfilling all obligations relating to the payments of all dues related to the Unit. 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(s) under the Agreement and shall not be more or better than that of the Applicant(s). The Applicant(s) agrees and understands that the Company shall not be under any obligation whatsoever to make any financial arrangements for the Applicant(s) and the Applicant(s) 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(s) 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(s).
71. In the event any loan facility has been availed by the Applicant(s), 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(s) strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Applicant(s) and his/her/its bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity from whom the Applicant(s) 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, the same shall be deemed as a refund to the Applicant(s) in full and final satisfaction and settlement of account of the Applicant(s) in respect of and in relation to the Unit against the Applicant(s) as well as such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity 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 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(s) 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(s) and any such Third Party shall not have any right, title and/ or interest against Unit and/ or under the Agreement whatsoever. The Company shall communicate only with the Applicant(s) and shall issue its payment receipts only in the name of and to the account of the Applicant(s).

72. Prior to handover of possession, the Applicant(s) agrees to inspect the Unit along-with the Representative of the Developer so that in the event of any incomplete works, defects and/or poor workmanship therein, the same can be attended to by the Company. If the Applicant(s) ignores, neglects or otherwise fails to do so and/ or if the Applicant(s) fails to pay all dues payable under the Agreement and/ or to assume possession of the Unit within such prescribed time period, the Applicant(s) shall not be entitled to make any such claim at any point thereafter. The Applicant(s) agrees that it shall resolve complaints, if any, with regards to the construction or quality of workmanship of the Unit which have been directly executed by the Company, prior to assuming possession. The Applicant(s) 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/ as the case may be.
73. From the date of taking over of possession, the Applicant(s) shall be responsible to comply, and cause compliance by his/her/its occupants, representatives and/ or any other person claiming under him/her/it with all applicable laws and provisions of the Conveyance Deed and the maintenance agreement.
74. Upon receiving a written intimation i.e. the Notice for Offer of Possession from the Company, the Applicant(s) shall take Physical 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(s) as per the terms and conditions of the Agreement. In case the Applicant(s) fails to comply with the essential documentation, undertaking etc. and/ or fails to take possession within the time provided, then (i) the Applicant(s) shall continue to be liable to pay the specified dues (including the maintenance charges as applicable and the holding charges @ Rs. 100/- (Rupees One 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(s) 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

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Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge. If the Applicant(s) 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(s). Maintenance charges with respect to the Unit shall be applicable and payable by the Applicant(s) 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 Applicant(s).

75. The Applicant(s) upon possession shall join the Association of Allottees as may be registered/ formed under the Haryana Societies Registration Act, 2012 and Haryana Apartment Ownership Act, 1983 by the Company and as provided for under the Act and Rules and shall not form/ or join/ become part of any other association/ society in respect of the Unit or the Project. The Applicant(s) agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees/ or for any other purposes connected thereto as may be necessary.
76. Power back-up for the installed electrical load for the Unit shall be made available subject to timely payment of maintenance charges and Electricity Charges by the Applicant(s) as quantified under the Maintenance Agreement.
77. 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(s) 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(s) 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(s), 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(s) or non-compliance of any Applicable Laws by the Applicant(s); 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 Project, 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.
78. In case the Applicant(s) is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Applicant(s) 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 Value 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(s). The Applicant(s) agrees, undertakes and affirms not to initiate any legal proceedings whatsoever against the Company and its respective Directors, officers, agents and representatives, for the acts of commission or omission on the part of the Applicant(s)'s Indian Property Associate/ Channel Partner/ third party and for any loss, damage or liability that may arise due to non-payment, non-observance or non-performance by such Applicant(s)'s Indian Property Associate/ Channel Partner/ third party and persons claiming through or under them and shall keep the Company and its respective Directors, officers, agents and representatives fully indemnified and harmless in this regard.
79. 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(s) 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(s) and shall communicate only with the Applicant(s). The Applicant(s) shall alone be directly and completely responsible and liable for any such payment/remittance that the Company may receive from any third party.

80. An application not containing PAN details of the Applicant(s) and other required details is liable to be summarily rejected. The Application should be signed by the Applicant(s), 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.
81. The Applicant(s) shall bear and pay the Stamp Duty (if applicable) and registration charges payable on the Agreement for Sale and Conveyance Deed to be executed in pursuance hereof including any incidental expenses for registration, all documents to be executed in pursuance to this including Deed of Conveyance and/or other vesting document of the Unit in favour of the Applicant(s).
82. The Applicant(s) hereby undertake to indemnify and keep the Owner/Company and their respective Directors/ Officials/ office bearers indemnified against any losses, damages, charges and expenses suffered by them on account of breach of any of the terms and conditions herein by the Applicant(s).
83. All the notices / communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Email /Courier / Registered A.D. / Speed Post / hand delivery to the Applicant(s) at their address contained in these presents. In case of any changes in the Applicant(s) address, the same shall be communicated to the Company by the Applicant(s) at least 10 (Ten) days from such change. Any delay or default in this behalf by the Applicant(s) shall not concede any extension of time or excuse for non-payments or non-receipt of any letters/correspondences addressed to the Applicant(s).
84. If there is more than one Applicant(s) named in this Application Form, all obligations hereunder of such Applicant(s) shall be joint and several. All communications shall be sent by the Company to the First Applicant(s) whose name appears first and at the address given by him/her/it which shall for all intents and purposes to consider as properly served on all the Applicant(s).
85. The Applicant(s) have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
86. The signatory to the Application is accepting the terms and conditions of these presents for himself / herself/ themselves / draws complete authority to sign / accept the contents of these presents on behalf of the Applicant(s). The Company shall be in no way responsible in case the authority of the said signatory/ies is not valid.
87. The Applicant(s) is/are aware that the contents of these presents shall supersede all other writings, Advertisements, brochures, leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.
88. The Applicant(s)is/are aware that all the aforesaid terms and conditions are applicable and binding upon its respective nominees/legal heirs, executors, successors and assigns.
89. The Applicant(s)acknowledges that it has not relied upon the interiors depicted / illustrated in marketing collaterals /the sample Unit / mock Unit and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Company to provide the same.

90. That due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this Application Form becomes inoperative and/or illegal and void, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
91. This Application shall be governed and interpreted by and construed in accordance with the laws of India. Subject to term hereinafter, the Haryana Real Estate Regulatory Authority at Gurugram, Haryana, alone shall have exclusive jurisdiction over all matters arising out of or relating to this Application.
92. 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 RERA Act (read with the H-RERA Rules and HARERA Regulations made thereunder).
93. For all purposes the present Application Form is deemed to have been signed and executed in Gurugram, Haryana.
94. The Company has the right to conduct Know Your Customer (KYC) Verification of the Applicant(s) by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant(s) to provide the updated information, if any, from time to time.
95. The Applicant(s) acknowledges that the Agreement contains detailed terms and conditions of the sale of the Unit. In the event of any contradiction between terms of either this Application or the Agreement, the terms and conditions embodied in the Agreement shall prevail.

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(s) do hereby declare that my/our Application is irrevocable.

I/ We hereby confirm and agree that the Company shall be liable and responsible only for and in relation to the written communication through its 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(s) 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

AANAM RESIDENCY PRIVATE LIMITED



Authorized Signatory

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.

Signature of Sole/First Applicant
Applicant

Signature of Second Applicant

Signature of Third

AAWAM RESIDENCY PRIVATE LIMITED



Authorized Signatory

