MDS JAI SHRI

Application No. MDS JAI SHRI/APP/_____

RESIDENTIAL APARTMENT/COMMERCIAL UNIT AT MDS JAI SHRI GURUGRAM

APPLICATION FORM

Metadesign Solutions Pvt. Ltd.
Registered Office:
Plot No. 28-29, Electronic City
Sector-18, Gurugram, Haryana – 122001

HARERA Registration No. RC/REP/HARERA/GGM/924/656/2025/27dated 13.03.2025| https: //haryanarera.gov.in
Amended /Revised HARERA Registration No. **RC/REP/HARERA/GGM/924/656/2025/27dated 04.02.2026**| https: //haryanarera.gov.in

Checklist of Documents to be submitted along with the Application Form

Mandatory to affix passport size photograph in designated areas in the Application Form towards all mentioned below categories:

Resident of India

- ☐ Copy of PAN Card
- ☐ Photograph(s) of Applicant(s)
- ☐ Any other document/ certificate as may be required by the Company
- ☐ Residence Proof

Partnership Firm

- ☐ Copy of PAN Card of the Partnership Firm ☐ Photograph(s) of Applicant(s)
- ☐ Copy of Partnership Deed
- ☐ Incase of one of the Partner signing the document on behalf of other Partners an authority letter from other Partner authorizing the said person to act on behalf of the Firm

Private Limited Company

- ☐ Copy of the PAN Card of the company ☐ Photograph(s) of Applicant(s)
- ☐ Copy of Certificate of Incorporation, Articles of Association (AOA) & Memorandum of Association (MOA) duly certified by the Company Secretary or a Director of the Company
- ☐ Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company

Limited Liability Partnership (LLP)

- ☐ Copy of the PAN Card of LLP ☐ Photograph(s) of Applicant(s)
- ☐ Copy of Certificate of Incorporation & LLP Agreement, duly certified by a Designated Partner
- ☐ Copy of the resolution passed at meeting of the Partners authorizing the signatory of the Application Form to buy property, on behalf of LLP

Hindu Undivided Family

- ☐ Copy of PAN Card of HUF
- ☐ Photograph(s) of Applicant(s)
- ☐ Residence Proof of Karta

NRI/ Foreign National of Indian Origin:

- ☐ Copy of the Individuals Passport/OCI
- ☐ Photograph(s) of Applicant(s)
- ☐ Copy of PAN or a declaration that the Applicant does not hold PAN
- ☐ 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, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party
- ☐ Residence Proof

Customer's Signature: _____ Receiving Officer:_____

Application for allotment of Residential Apartment/Commercial Unit located at Plot Number GH-1 in Sector 23-23A, Urban Estate Gurugram (Haryana)

HARERA Registration No. RC/REP/HARERA/GGM/924/656/2025/27dated 13.03.2025|

Amended /Revised HARERA Registration No. **RC/REP/HARERA/GGM/924/656/2025/27dated 04.02.2026**| **https://haryanarera.gov.in**

Metadesign Solutions Private Limited,
Registered Office:
Industrial Plot No. 28-29, Electronic City, Sector -18, Gurugram 122001, Haryana

Dear Sir/Madam,

1. The **Applicant(s)** understand(s) that **Metadesign Solutions Private Limited** ("**Promoter**")is the absolute and lawful owner of plot bearing no. **GH-1** measuring **3075.72** sq. meters (**3678.56 sq. yds**.) (hereinafter referred to as the "**Said Land"**) in Sector 23-23A, District Gurugram, Haryana (location plan attached as **Schedule-IV.**

2. The Promoter is constructing on the Said Land a project comprising of **14 (Fourteen) residential floors and 1 (One) commercial floor**, along with three basement, parking, common areas and facilities as given in **Schedule-I** and the same shall be known as "MDS JAI SHRI, Plot No. **GH-1** at Sector 23-23A , Gurugram'' (**Project**). The floor plans of the **Project** have been attached as **Schedule-IV**.

3. The **Applicant(s)** request(s) the **Promoter** for allotment of a residential apartment/commercial unit bearing No._____ at _____ Floor in the **Project** having **Carpet Area** of approx. _____ square meters (_____sq. ft), as permissible under the applicable laws and right in the common areas (hereinafter referred to as the "**Said Residential Apartment/Commercial Unit**").

4. The **Applicant(s)** fully acknowledges that the **Promoter** has provided all the information and clarifications as required by the **Applicant(s)** and the **Applicant(s)** is fully satisfied with the same. The **Applicant(s)** has fully acquainted himself with all the particulars of the **Project** as has been provided by **Promoter** on the official website of the HARERA established as per the provisions of the RERA Act (hereinafter defined) and Rules (hereinafter defined) and is subject to mutually agreed variations thereto. The **Applicant(s)** has also satisfied himself/herself in respect of the sanctions and building plan approvals based on which the Project is being constructed.

X_____ Sole/First Applicant

X_____ Second Applicant

X_____ Third Applicant

5. The **Applicant(s)** state(s) and confirm(s) that the **Promoter** has made the **Applicant(s)** aware of the availability of the **Agreement for Sale** ("**Agreement**") on the official website of the **Promoter** http://mdsjaishri.com, official website of the HARERA and at the registered office of the **Promoter**. The **Applicant(s)** confirms that the **Applicant(s)** has/have read and perused the **Agreement** containing the detailed terms and conditions as per the applicable law. The **Applicant(s)** further confirm(s) to have fully understood the terms and conditions of the said **Agreement** and is agreeable to perform his/her obligations as per the conditions stipulated in the **Agreement**. Having understood and agreed, the **Applicant(s)** has/ have applied for allotment of a residential apartment/commercial unit in the said **Project** and has requested the **Promoter** to allot the **Said Residential Apartment/Commercial Unit** therein.

6. The **Applicant(s)** hereby confirm(s) that he/she is signing this **Application** with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana in relation to the **Project**. No oral or written representations or statements shall be considered to be a part of this **Application** and that this **Application** is self-contained and complete in itself in all respects.

7. The **Applicant(s)** has clearly understood that by submitting this **Application**, the **Applicant** does not become entitled to the final allotment of the **said Residential Apartment/Commercial Unit** in the **Project** notwithstanding the fact that the **Promoter** may have issued a receipt in acknowledgement of the money tendered with this **Application** by the **Applicant(s)**.

8. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Residential Apartment/Commercial Unit** along with parking spaces in the **Project** as per the **Payment Plan** opted below.

Possession Linked Plan ☐ **Down Payment Plan** ☐

9. The **Applicant(s)** encloses herewith a sum of Rs. _____ /- (Rupees _____ _____only) by Bank Draft/Cheque No. _____ dated _____ drawn in favour of the **Promoter** payable at_____ or through Electronic Transfer in account no. _____, maintained with _____ Bank, in _____ Branch, bearing IFSC Code _____, towards part payment of the **Booking Amount** (as defined hereinafter). The **Applicant(s)** agrees that the aforesaid payment which forms a part of the **Booking Amount** shall be adjusted as part payment towards the Total Price (as defined below), of the **Said Residential Apartment/Commercial Unit** along with parking spaces.

10. The **Applicant(s)** agrees that if the **Promoter** allots the **said Residential Apartment/Commercial Unit** along with parking spaces, then the **Applicant(s)** agrees to pay the **Total Price** of the **Said Residential Apartment/Commercial Unit** as per the **Payment Plan** annexed hereto as **Schedule-III**.

X_____	X_____	X_____
Sole/First Applicant	Second Applicant	Third Applicant

11. That the **Applicant(s)** understand that by just forwarding the **Agreement** to the **Applicant(s)** by the **Promoter**, does not create a binding obligation on the part of the **Promoter** or the **Applicant(s)** until, firstly, the **Applicant(s)** signs and delivers the **Agreement** with all the schedules along with the payments due as stipulated in the **Payment Plan** within 30 (thirty) days from the date of receipt by the **Applicant(s)**. Secondly, the **Applicant(s)** and the **Promoter** have an obligation to execute and register the said **Agreement** as per the provision of the relevant Act.

    If the **Applicant(s)** fails to execute and deliver to the **Promoter** the **Agreement** within 30 (thirty) days from the date of its receipt by the **Applicant(s)** and further execute the said **Agreement** and register the said **Agreement** before the Sub-Registrar, as per intimation by the **Promoter**, then the **Promoter** shall serve a notice to the **Applicant(s)** for rectifying the default, which if not rectified within sixty (60) days from the date of its receipt by the **Applicant(s)** or the **Applicant(s)** is/are incapable of executing the same, **the application/allotment of the Applicant shall be treated as cancelled and the Promoter shall have option to forfeit the Booking Amount**.

12. Notwithstanding anything contained in this **Application**, the **Applicant(s)** understands that this **Application** will be considered as valid and proper only on realization of the amount tendered with this **Application**.

    The **Applicant(s)** agrees to abide by the terms and conditions annexed hereto in this **Application** and the terms as laid down in the **Agreement**.

X_____	X_____	X_____
Sole/First Applicant	Second Applicant	Third Applicant

1. SOLE OR FIRST APPLICANT(S)

Please affix photograph and sign across the photograph

Title Mr. ☐ Ms. ☐ M/s. ☐

Name _____

Son / Daughter / Wife of _____

Nationality_____Age_____years_____

Profession_____Aadhaar No._____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin_____

_____

Income Tax Permanent Account No._____

Ward / Circle / Special Range / Place, where assessed to income tax_____

Mailing Address_____

_____

Tel No._____Fax No._____

Office Name & Address_____

_____

Tel No._____Mobile No._____

E-mail ID:_____

X_____	X_____	X_____
Sole/First Applicant	Second Applicant	Third Applicant

2. JOINT/SECOND APPLICANT(S)

Please affix photograph and sign across the photograph

Title Mr. ☐ Ms. ☐ M/s. ☐

Name _____

Son / Daughter / Wife of _____

Nationality_____Age_____years_____

Profession_____Aadhaar No._____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin_____

Income Tax Permanent Account No._____

Ward / Circle / Special Range / Place, where assessed to income tax_____

Mailing Address_____

Tel No._____Fax No._____

Office Name & Address_____

Tel No._____Mobile No._____

E-mail ID:_____

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

3. THIRD APPLICANT(S)

Please affix photograph and sign across the photograph

Title Mr. ☐ Ms. ☐ M/s. ☐

Name_____

Son / Daughter / Wife of_____

Nationality_____Age_____years_____

Profession_____Aadhaar No._____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin_____

_____

Income Tax Permanent Account No._____

Ward / Circle / Special Range / Place, where assessed to income tax_____

Mailing Address_____

_____

Tel No._____ Fax No._____

Office Name & Address_____

_____

Tel No._____Mobile No._____

E-mail ID:_____

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

4. DETAILS OF SAID RESIDENTIAL APARTMENT/COMMERCIAL UNIT AND ITS PRICING

The **Total Price** for the **Said Residential Apartment/Commercial Unit** based on the **Carpet Area** is Rs. _____(Rupees _____ only ("**Total Price**"):

Tower No. _____ **Residential Apartment/Commercial Unit No**.__ _____ **Parking Nos**._____ **In Basement**	Rate of **Said Residential Apartment/Commercial Unit** per square feet*
Unit Price (in rupees)	
Applicable taxes and cesses payable by the **Applicant(s)**. (This includes GST payable at rates as specified from time to time):	
Total Price (in rupees)	

Carpet Area: _____sqm. (_____sq. ft.)
and;
Balcony area _____ sqm. (_____sq. ft.)

NOTE:- The **Promoter** has taken the conversion factor of 10.764 sq.ft. per sqm. for the purpose of this **Application** (1 feet = 304.8 mm)

5. DECLARATION

The **Applicant(s)** hereby declares that the above particulars / information given by the **Applicant(s)** are true and correct and nothing has been concealed therefrom.

Yours faithfully,

Date: _____

Place: _____

Signature of Applicant(s)

X_____ X_____ X_____
Sole/First Applicant Second Applicant Third Applicant

----------**FOR OFFICE USE ONLY**---------- **RECEIVING/OFFICER**

Name _____ Signature _____

Date _____

1. **ACCEPTED /** ☐ **REJECTED** ☐

Residential Apartment/Commercial Unit No. _____Floor____

Carpet Area: _____sqm. (_____sq. ft.)
and;
Balcony area _____ sqm. (_____sq. ft.)

Parking Space Nos. (1)_____(2)_____Type: Covered / Open

2. **Total Price** payable for the **Said Residential Apartment/Commercial Unit** alongwith parking: Rs.__ _____/- (Rupees _____only

3. **Payment Plan**: Down Payment ☐ Possession linked Payment Plan ☐

4. Payment received vide Cheque/DD/Pay Order No. _____
dated_____for Rs. _____
Out of NRE/NRO/FC/SB/CUR/CA Acct _____

5. **Booking Receipt No**. _____Dated _____

6. **Booking Direct**/Real Estate Agent

Name _____,

Address _____

_____,

Registration no. _____,

Stamp with Signature _____

7. Check-list for Receiving Officer:

(a) Amount paid along with **Application**.

(b) Applicant's signature on all pages of the **Application** form at places marked as "X".

X_____ X_____ X_____
Sole/First Applicant Second Applicant Third Applicant

(c) PAN No. & copy of PAN Card/Form60/Form 49A.

(d) Aadhaar No. & Copy of Aadhaar Card.

(e) For Companies: Certified copies of Certificate of Incorporation, Memorandum & Articles of Association and board resolution in support of the authorized signatory under common seal of the company.

(f) For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the **Applicant(s)** / NRE/ FCNR A/c of the **Applicant(s)** / IPI-7/ Passport Photocopy/OCI.

(g) For NRI: Copy of Passport/Foreign Inward Remittance from the account of the **Applicant(s)** /NRE/NROA/of the **Applicant(s)**.

(h) For Partnership Firm: Partnership Deed and authorization to purchase.

(i) For LLP: Certificate of Incorporation, LLP Agreement and resolution in support of the authorized signatory

Date _____

Place _____

Cleared by stock on _____

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

In this **Application**, following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purpose and for the purpose of the terms and conditions set out in this **Application**, masculine includes feminine gender.

DEFINITIONS:

For the purpose of this **Application**, unless the context otherwise requires-

(a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and **"Authority"** means Haryana Real Estate Regulatory Authority;

(b) **"Booking Amount"** means 10% of the **Total Price** which shall also be the earnest money for the **Said Residential Apartment/Commercial Unit** and has been more clearly set out in the **Payment Plan**;

(c) **"Government"** means the Government of the State of Haryana;

(d) **"Rules"** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;

(e) **"Section"** means a section of the **Act.**

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF A RESIDENTIAL APARTMENT/COMMERCIAL UNIT ON PLOT NUMBER GH-1 IN SECTOR 23 & 23A, GURUGRAM (HARYANA).

The terms and conditions given below shall be read together with the terms and conditions more comprehensively set out in the **Agreement**. The **Applicant(s)** shall sign all the pages of this **Application** as token of his/her acceptance of these terms and conditions.

1. The **Applicant(s)** confirms that the **Promoter** has provided an opportunity and that the **Applicant(s)** has examined and conducted due diligence of all the documents relating to the **Said Land** and has/have satisfied himself/themselves about the title/interest/rights of the **Promoter** in the **Said Land**.

2. The **Total Price** for the **Said Residential Apartment/Commercial Unit** along with parking, based on the **Carpet Area** is Rs_____/- (Rupees _____ only) ("**Total Price**"):

Tower No.	
Residential Apartment/Commercial Unit No._____	Rate of **Said Residential Apartment/Commercial Unit** per square feet*
Parking Nos._____	
In Basement	
Unit Price (in rupees)	
Applicable taxes and cesses payable by the **Applicant(s)**. (This includes GST payable at rates as specified from time to time):	
Total Price (in rupees)	

*NOTE:- The Promoter has taken the conversion factor of 10.764 sq.ft. per sqm. for the purpose of this Application (1 feet = 304.8 mm)

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

Explanation:

(i) The **Total Price** as mentioned above includes the **Booking Amount** paid by the **Applicant(s)** to the **Promoter** towards the **Said Apartment/Commercial Unit** for residential/commercial usage along with parking. It is hereby clarified that the amount paid by the **Applicant(s)** at the time of **Application**, forms part of the **Booking Amount**. It is further clarified that the **Booking Amount** is payable in more than one instalment for the convenience of the **Applicant(s)** and the same shall be treated as earnest money for due performance of the obligations of the **Applicant(s)** under this **Application** and the **Agreement**.

(ii) The **Total Price** as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the **Project** paid/payable by the **Promoter** up to the date of handing over the possession of the **Said Residential Apartment/Commercial Unit** along with parking to the **Applicant(s)** after obtaining the necessary approvals from 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 **Applicant(s)** to the **Promoter** shall be increased / decreased based on such change/ modification.

Provided further, if there is any increase in the taxes / charges / fees / levies etc. after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the said **Project** by the Authority, as per the Act, the same shall not be charged from the **Applicant(s)**.

(iii) The **Promoter** shall periodically intimate in writing to the **Applicant(s)**, the amount payable as stated in (i) above and the **Applicant(s)** shall make payment demanded by the **Promoter** within the time and in the manner specified therein. In addition, the **Promoter** shall provide to the **Applicant(s)** the details of the taxes/ charges/ fees/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ charges/ fees/ levies etc. have been imposed or become effective.

(iv) The **Total Price** of **Said Residential Apartment/Commercial Unit** along with parking includes recovery of price of land, development and construction of not only the **Said Residential Apartment/Commercial Unit** but also the **Common Areas**, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the **Said Residential Apartment/Commercial Unit** , lift, waterline and plumbing, fire detection and firefighting equipment in common areas (if applicable) finishing with paint, marbles, tiles, doors and windows, maintenance charges, etc. and includes cost of other facilities, amenities and specifications to be provided within the **Said Residential Apartment/Commercial Unit** along with parking in the **Project**. The proposed specifications for the **Said Residential Apartment/Commercial Unit** are given in detail in **Schedule-II**.

X_____	X_____	X_____
Sole/First Applicant	Second Applicant	Third Applicant

3. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Schedule-III** ("Payment Plan").

4. The **Total Price** is escalation-free, save and except increases which the **Applicant(s)** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **Promoter** undertakes and agrees that while raising a demand on the **Applicant(s)** for increase in development charges / cost / charges / fees / levies, etc., imposed by the competent authorities, the **Promoter** shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the **Applicant(s)**, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the **Project** by the Authority, as per the Act, the same shall not be charged from the **Applicant(s)**.

5. The **Applicant(s)** has/ have seen the layout plan/ building plans, specifications, amenities and facilities etc. depicted in the advertisement/ brochure/ Agreement/ Website regarding the **Project** where the **Said Residential Apartment/Commercial Unit** is located and has/ have accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority.

6. Subject to Para 21, the **Promoter** agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Residential Apartment/Commercial Unit** for residential/commercial usage along with parking as mentioned below:

(i) The **Applicant(s)** shall have exclusive ownership of the **Said Residential Apartment/Commercial Unit** for residential/commercial usage along with undivided pro-rata share in the **Said Land** and with the exclusive right to use parking.

(ii) The **Applicant(s)** shall also have rights in the common areas, as provided under Rule 2(1)(f) of Rules, 2017. The **Applicant(s)** shall use the common areas along with other occupants etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017;

(iii) The **Applicant(s)** has the right to visit the project site to assess the extent of development of the **Project** and his **Said Residential Apartment/Commercial Unit** for residential /commercial usage.

7. Schedule for possession of the Said Residential Apartment/Commercial Unit

Timely delivery of possession of the **Said Residential Apartment/Commercial Unit** along with parking to the **Applicant(s)** and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the **Agreement**.

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

The **Promoter** assures to offer to hand over possession of the **Said Residential Apartment/Commercial Unit** along with parking as per agreed terms within 60 months from date of approval of building plan i.e. 04.07.2029/30.11.2029 subject to delay due to "***force majeure***", epidemic, pandemic and lockdown, Court orders, Government policy/guidelines, decisions effecting the regular development of the **Project**. If, the completion of the **Project** is delayed due to the above conditions, then the **Applicant(s)** agrees that the **Promoter** shall be entitled to the extension of time for delivery of possession of the **Said Residential Apartment/Commercial Unit**.

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the **Promoter** to implement the **Project** due to force majeure and above mentioned conditions, then the allotment shall stand terminated and the **Promoter** shall refund to the **Applicant(s)** the entire amount received by the **Promoter** from the **Applicant** within ninety days. The **Promoter** shall intimate the **Applicant** about such termination at least thirty days prior to such termination. After refund of the money paid by the **Applicant(s)**, the **Applicant(s)** agrees that he/ she shall not have any rights, claims etc. against the **Promoter** and that the **Promoter** shall be released and discharged from all its obligations and liabilities under the **Agreement**.

8. Procedure for taking possession of Said Residential Apartment/Commercial Unit

The **Promoter**, upon obtaining the occupation certificate or part thereof of the building in the **Project**, shall offer in writing the possession of **Said Residential Apartment/Commercial Unit** for residential /commercial usage within three months, from the date of above approval, to the **Applicant(s)** as per terms of the **Agreement**.

The **Promoter** agrees and undertakes to indemnify the **Applicant(s)** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Promoter**. The **Promoter** shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the **Project** at the time of conveyance of the same. The **Applicant(s)**, after taking possession, agrees to pay the maintenance charges and holding charges (as mentioned in **Schedule-III**) as determined by the **Promoter**/association of allottees/competent authority, as the case may be.

9. Failure of Applicant(s) to take Possession of Said Residential Apartment/Commercial Unit

Upon receiving a written intimation from the **Promoter** as per Para 8, the **Applicant(s)** shall take possession of the **Said Residential Apartment/Commercial Unit** for residential /commercial usage from the **Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in the **Agreement**, and the **Promoter** shall give possession of the **Said Residential Apartment/Commercial Unit** for residential /commercial usage to the **Applicant** as per terms and conditions of the **Agreement**.

In case the **Applicant(s)** fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in Para 8, such **Applicant(s)** shall continue to be liable to pay maintenance charges and holding charges as specified in Para 8.

10. Possession by the Applicant(s)

After obtaining the occupation certificate/part occupation certificate of the Building in respect of the **Project** and handing over the physical possession of the **Said Residential Apartment/Commercial Unit** for residential purpose alongwith parking to the **Applicant(s)**, it shall be the responsibility of the **Promoter** to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

11. Cancellation by Applicant(s)

The **Applicant(s)** shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the **Applicant(s)** proposes to cancel/withdraw from the **Project** without any fault of the **Promoter**, the **Promoter** herein is entitled to forfeit the **Booking Amount** paid for the allotment and interest component on delayed payment (payable by the customer for breach of **Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the **Applicant(s)** shall be returned by the **Promoter** to the **Applicant(s)** within 90 (ninety) days of such cancellation.

12. Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation:

The **Promoter** shall compensate the **Applicant(s)** in case of any loss caused to him due to defective title of the **Said Land**, on which the **Project** is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
Except for occurrence of a force majeure, epidemic, pandemic and lockdown, Court order, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Residential Apartment/Commercial Unit** for residential/commercial usage along with parking.

(i) in accordance with the terms of the **Agreement**, duly completed by the date specified in Para 7; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason;

The **Promoter** shall be liable, on demand to the **Applicant(s)**, in case the **Applicant(s)** wishes to withdraw from the **Project**, without prejudice to any other remedy available, to return the total amount received by him in respect of the **Said Residential Apartment/Commercial Unit** for residential/commercial usage along with parking, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety (90) days of it becoming due.

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

Provided that if the **Applicant(s)** does not intend to withdraw from the **Project**, the **Promoter** shall pay the **Applicant(s)** interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the **Said Residential Apartment/Commercial Unit** for residential /commercial usage, which shall be paid by the **Promoter** to the **Applicant(s)** within ninety (90) days of it becoming due.

13. The **Promoter** shall be responsible to provide and maintain essential services in the **Project** till the taking over of the maintenance of the **Project** by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the **Project**, as the case may be. The cost of maintenance has been included in the **Total Price** of the **Said Residential Apartment/Commercial Unit** for residential /commercial usage.

The **Applicant(s)** agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the **Project**. Execution of the maintenance agreement shall be a condition precedent for handing over possession of **Said Residential Apartment/Commercial Unit** by the **Promoter** and also for executing the conveyance deed of the **Said Residential Apartment/Commercial Unit** .

In case, the **Applicant(s)**/association of allottees fails to take possession of the said essential services as envisaged in the **Agreement** or prevalent laws governing the same, then in such a case, the **Promoter** has right to recover such amount as spent on maintaining such essential services beyond his scope.

14. The **Applicant(s)**, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules & Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws in India and shall keep the **Promoter** indemnified in this regard. The **Applicant(s)** acknowledges that the **Promoter** shall not be responsible towards any third party making payment/ remittances on behalf of any **Applicant(s)** and such third party shall not have any right in the application/ allotment of the **Said Residential Apartment/Commercial Unit** and the Promoter shall issue the payment receipts in favour of the **Applicant(s)** only.

Whenever there is any change in the residential status of the **Applicant** subsequent to the submitting this **Application** Form, it shall be the sole responsibility of the **Applicant(s)** to intimate the same in writing to the **Promoter** immediately and comply with necessary formalities, as specified and under the applicable laws.

15. The **Applicant(s)** may with the permission from the **Promoter** raise and/ or avail loan from banks and other housing finance companies for purpose of raising finance towards the purchase of the **Said Residential Apartment/Commercial Unit** . Any delay on account of raising and/ or availing loan from banks and other housing finance companies shall not absolve the **Applicant(s)** from making timely payment of the **Total Price** or any part thereof.

16. The **Applicant(s)** acknowledges that the **Application** / allotment is not assignable and the **Applicant(s)** has no right whatsoever to assign, transfer, nominate or convey the **Said Residential Apartment/Commercial Unit** in any manner without prior written consent of the **Promoter** which consent may be given or may be denied by the **Promoter** in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the Government in force and shall be subject to the terms, conditions and charges as the **Promoter** may impose from time to time in this regard. The **Applicant(s)** shall be solely responsible and liable for all legal, monetary or any consequences that may arise from such nominations, if so permitted by the **Promoter.**

17. The **Applicant(s)** shall have no objection in case the **Promoter** creates a charge on the entire **Project** during the course of development of the **Project** for raising loan from any banking and/or Financial Institution provided, such charges if created shall be vacated before execution of the **Agreement** for the **Said Residential Apartment/Commercial Unit** . The creation of such charge shall not affect the rights and interest of the applicant to the **Said Residential Apartment/Commercial Unit** .

18. In case of joint **Applicant(s)**, all communication shall be sent to the **Applicant**, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the A**pplicant(s)** and no separate communication shall be necessary to the other named A**pplicant(s).**

19. The **Applicant(s)** shall inform the **Promoter** in writing of any change in the mailing address mentioned failing which all demands, notices etc. by the **Promoter** shall be mailed to the address given in the **Application** and shall be deemed to have been received by the **Applicant(s)**.

20. The **Applicant(s)** shall indemnify and keep the **Promoter**, its directors, agents, representatives, employees, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non- performance of the said covenants or said conditions by the **Applicant(s)** as mentioned in the **Application** and **Agreement**.

21. 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 payment of any instalment due as per the **Payment Plan** annexed hereto as **Schedule-III**, the **Applicant** shall be liable to pay interest to the **Promoter** on the unpaid amount from the due date of such instalment at the rate prescribed in the Rules;

(ii) In case the default by **Applicant(s)** under the condition listed above continues for a period beyond ninety (90) days after notice from the **Promoter** in this regard, the **Promoter** may cancel the allotment of the **Said Residential Apartment/Commercial Unit** along with parking in favour of the **Applicant** and refund the money paid to him by the **Applicant(s)**, by forfeiting the **Booking Amount** paid for the allotment and interest component on delayed payment (paid / payable by the **Applicant** for breach of **Application/Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India's highest marginal cost of lending rate plus two percent (2%). The balance amount of money paid by the Applicant(s) shall be returned by the **Promoter** to the **Applicant(s)** within ninety (90) days of such cancellation. On such default, the **Application/Agreement** and any liability of the **Promoter** arising out of the same shall thereupon, stand terminated. Provided that the **Promoter** shall intimate the **Applicant(s)** about such termination at least thirty days prior to such termination.

22. The **Applicant(s)** agrees and understands that the **Promoter** shall conform to the carpet area that has been allotted to the **Applicant(s)** after the construction of the **Said Residential Apartment/Commercial Unit** is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The **Applicant(s)** understands that the **Total Price** payable for the carpet area shall be recalculated upon confirmation by the **Promoter.** If there is reduction in the carpet area, then the **Promoter** shall refund the excess amounts paid by the **Applicant(s)** within 90

X_____	X_____	X_____
Sole/First Applicant	Second Applicant	Third Applicant

(Ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the **Applicant(s)**. If there is any increase in the carpet area, which is not more than 10% of the carpet area of the **Said Residential Apartment/Commercial Unit** allotted to the **Applicant(s)**, the **Promoter** may demand that from the **Applicant(s)** as per the next milestone of the **Payment Plan** as provided in **Schedule-III**.

23. The **Applicant(s)** understands that the final allotment of the **Said Residential Apartment/Commercial Unit** is entirely at the discretion of the **Promoter**.

24. The **Applicant(s)** agrees and understands that terms and conditions of this **Application** and those of the **Agreement** may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the **Applicant(s)** and the **Promoter**.

25. The rights and obligations of the Parties under or arising out of this **Application** Form shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

The **Applicant(s)** have fully read and understood the terms and conditions and agree to abide by the same.

_____

Signature of Sole/First Applicant

_____

Signature of Second Applicant (if any)

_____

Signature of Third Applicant (if any)

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

SCHEDULE I

COMMON AREAS & FACILITIES

List of common areas and facilities for use of the Applicant within the Building on the said Plot

FOR RESIDENTIAL UNIT:-

1. Staircase and mumty
2. Lift Lobbies, lift and lift shaft
3. Lift machine room (if any)
4. Electrical room, guard room (if any)
5. Toilet on ground floor (if any)
6. Driveway and stilt area except parking bays.
7. Services at Stilt / ground level
8. Services at basement (if any)
9. Common Corridor in Basement (if any)
10. Main Gate of the society

FOR COMMERCIAL UNIT

1. Commercial Corridor
2. TOILETS
3. STAIRCASE
4. LIFT/ESCALATOR

It is specifically made clear by the **Promoter** and agreed by the **Applicant** that this **Agreement** is limited and confined in its scope only to the **Residential Apartment/Commercial Unit** , amenities and facilities as described of this schedule in the Footprint of the **Residential Apartment/Commercial Unit** . It is understood and confirmed by the **Applicant** that all other land(s), areas, facilities and amenities which are not taken into consideration for calculation of total sale price are specifically excluded from the scope of this **Agreement** and the **Applicant** agrees that he / she shall have no ownership rights, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities and therefore, the **Applicant** has not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

X_____
Sole/First Applicant

X_____
Second Applicant

X_____
Third Applicant

X_____
Sole/First Applicant

X_____
Second Applicant

X_____
Third Applicant

Schedule - II

PROPOSED SPECIFICATIONS

Zone IV seismic considerations for structural design.

PART A – INSIDE THE RESIDENTIAL FLAT

Living / Dining / Lobby / Passage

Floor	VITTRIFIED TILES
Walls	OIL BOND DISTEMPER
Ceiling	DRY DISTEMPER

Bedrooms

Floor	VITTRIFIED TILES AND IN MASTER BEDROOM LAMINATED WOODEN FLOORING
Walls	OIL BOND DISTEMPER
Ceiling	DRY DISTEMPER
Wardrobes	NA

Kitchen

Walls	CERAMIC TILES UP-TO 2' ABOVE COUNTER & OIL BOND DISTEMPER IN BALANCE AREA
Floor	VITTRIFIED/CERAMIC TILES
Ceiling	DRY DISTEMPER
Counter	GRANITE COUNTER TOP
Fittings / Fixtures	MODULAR KITCHEN, ISI MARKED CP FITTING & STAINLESS STEEL DRAIN BOARD SINK

Balcony

Floor	ANTI SKID/MATT FINISH CERAMIC TILES
Wall & Ceiling	WEATHER PROOF PAINT
Railing	MS RAILING WITH ENAMEL PAINT FINISH

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

Toilets

Walls	CERAMIC TILES/OIL BOND DISTEMPER
Floors	CERAMIC TILES
Ceiling	GRID FALSE CEILING IN SIZE OF 2X2
Fitting & Fixtures	ISI MARKED CP FITTING AND WHITE CHINA WARE FIXTURES

Plumbing

CPVC & uPVC piping for water supply in toilet & kitchen and vertical down takes.

Doors

Internal Doors	MAIN DOOR- BOTH SIDE LAMINATE FLUSH DOOR
	INTERNAL DOOR AS ABOVE

External Glazing

Windows/ External Glazing	UPVC DOORS AND WINDOWS

Electrical Fixtures/Fittings

Cooper Electrical wiring throughout in concealed conduit, ISI marked Modular switches & sockets.

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

X_____ X_____ X_____

Sole/First Applicant Second Applicant Third Applicant

PART B – COMMON AREAS IN THE BUILDING

Power Back-up

Power Back-up will be installed by the Promoter

Fire detection system (addressable to be provided as per the sanctioned drawings)

Security System

CCTV for driveway of parking, ground floor entrance lobby, basement & terrace lobby.

Lift Lobby

Passenger Lift and Stretcher Lift

Staircases

Floor	Granite/Tile
Walls	Oil Bond Distemper

Conversion Scale

1 ft = 304.8 mm

DISCLAIMER: Specifications are indicative and are subject to change as decided by the Promoter or Competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipment/appliances and their make/brand thereof are tentative and liable to change at sole discretion of the Promoter. Applicant/Allottee shall not have any right to raise objection in this regard.

X_____	X_____	X_____
Sole/First Applicant	Second Applicant	Third Applicant

SCHEDULE – III PAYMENT PLAN

Earnest money which is not exceeding 10% of the total cost of the unit is already paid at the time of allotment. Balance consideration amount shall be paid as under:

1. In case of Down Payment Plan

Down Payment Plan	
On Application of Booking	10% of Total Sale Consideration
ON REGISTRATION OF BUILDER BUYER AGREEMENT or Within 30 Days from Booking (whichever is Later)	80% of Total Sale Consideration
On Receipt of Occupancy Certificate	10% of Total Sale Consideration

OR

2. In case of Possession linked plan

Possession Linked Payment Plan	
On Application of Booking	10% of Total Sale Consideration
ON REGISTRATION OF BUILDER BUYER AGREEMENT or Within 30 Days from Booking (whichever is later)	25% of Total Sale Consideration
On Completion of Super Structure	35% of Total Sale Consideration
On Application of Occupancy Certificate	20% of Total Sale Consideration
On Receipt of Occupancy Certificate	10% of Total Sale Consideration

OR

3. In case of Special Possession linked installment plan

STAGE -1	30% OF TOTAL PAYMENT	₹ 15,00,000.00	AT THE TIME OF BOOKING, AS AN ADVANCE i.e. (Less than 10% of the total sale consideration)
		₹ 15,00,000.00	ON REGISTRATION OF BUILDER BUYER AGREEMENT (B.B.A), WITHIN 40 DAYS OF BOOKING
		REMANING FIRST HALF	ON OR BEFORE 30 DAYS, FROM THE DATE OF REGISTRATION OF BUILDER BUYER AGREEMENT (B.B.A)
		REMANING SECOND HALF	ON OR BEFORE 60 DAYS, FROM THE DATE OF REGISTRATION OF BUILDER BUYER AGREEMENT (B.B.A)
STAGE -2	40% OF TOTAL PAYMENT	30% OF THE STAGE – 2	AT THE TIME OF COMPLETION OF CIVIL SUPER STRUCTURE

		10% OF THE STAGE – 2	ON OR BEFORE 30 DAYS FROM THE COMPLETION OF CIVIL SUPER STRUCTURE
STAGE -3	30% OF TOTAL PAYMENT	15% OF THE STAGE – 3	ON APPLY, OF OCCUPATION CERTIFICATE (O.C)
		5% OF THE STAGE – 3	ON OBTAINED, OF OCCUPATION CERTIFICATE (O.C)
		10% OF THE STAGE – 3	ON POSSESSION/SALE DEED, WITHIN 30 DAYS FROM THE OCCUPATION CERTIFICATE (O.C)

Note:

a. Stamp duty, Registration charges and Advocate fees as applicable will be extra i. e. other charges . Advocate fees as applicable will be extra in the work of the registration of BBA and execution/registration of the conveyance deed/sale deed.

b. Down payment plan shall be applicable on one one-time payment rebate @ 6% lump sum as per agreed terms & conditions.

c. GST as applicable will be on each instalment

d. Holding charges at the rate of Rs. 25/- per sq. Ft. Per month (if applicable)

e. Interest-free maintenance security deposit for per residential unit of Rs. 1,00,000/- and for per commercial unit of Rs. 50,000/- to be paid upon offer of possession to maintenance agency.

f. Endorsement fee would be Rs. 400/- per sq. ft. On carpet area, plus applicable taxes.

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Sole/First Applicant Second Applicant Third Applicant

Metadesign Solutions Pvt. Ltd.
Registered Office:
Plot No. 28-29, Electronic City
Sector-18, Gurugram, Haryana – 122001

HARERA Registration No. RC/REP/HARERA/GGM/924/656/2025/27dated 13.03.2025|

Amended /Revised HARERA Registration No.
RC/REP/HARERA/GGM/924/656/2025/27dated 04.02.2026|

https://haryanarera.gov.in