

APPLICATION FORM

Application for Booking a Residential Apartment in the Project, "M AND M ANANTA PROJECT K-2(2) BLOCK-K, ANAND VIHAR AWASIYA YOJNA HAPUR", situated at Plot No.K-2-2, Block-K, Anand Vihar Aawasiya Yojna Hapur, Uttar Pradesh

Dated: [•]

To,

M&M Protech Pvt Ltd
679, Sector-23, Sonipat,
Haryana -

Dear Sir / Ma'am,

1. I / We (the "**Applicant**", whose particulars are mentioned in **Annexure A** herein below), am / are making this application for seeking the booking and allotment of a residential Apartment ("**Apartment**") in the Project, "M AND M ANANTA PROJECT K-2 (2) BLOCK-K ANAND VIHAR AWASIYA YOJNA HAPUR" ("**Project**") being developed by M&M PROTECH PVT LTD ("**Promoter**") situated at Plot No.K-2(2) Block-K Anand vihar Aawasiya Yojana, Hapur admeasuring 9607.45 square meters situated at k-2(2) Anand vihar Aawasiya Yojna Hapur, Uttar Pradesh ("**Project Land**").
2. I am / We are legally competent to make and submit the present Application for the aforesaid Apartment, and there is no legal or contractual impediment or restriction on me / us from making this Application or the payment tendered hereunder. I / We shall indemnify the Promoter from any liability that may arise in case the aforesaid representation is false.
3. I / We have sought detailed information from the Promoter regarding all the aspects of the Project and the Apartment. After careful consideration of all the facts, terms and conditions, and being fully conscious of my / our liabilities and obligations, I / We have applied for the booking of the Apartment in the Project. I / We confirm that I / We have carried out an independent inspection / verification of all the documents and information shared by the Promoter, and my / our decision to apply for this Apartment is not reliant / influenced by the representations of the Promoter.
4. I / We have received all the information related to the Project and the Project Land from the Promoter to my / our satisfaction and upon conducting satisfactory due diligence of the Project, I / We have come to understand that the said Project is being developed over the Project Land as per the plans which have been approved by the HPDA Development Authority ("**HPDA**"), in accordance with applicable rules and regulations, including but not limited to the applicable provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**").
5. I / We represent and acknowledge that I / We have thoroughly inspected, understood and comprehended the contents, meanings and implications of the Disclosure (as provided under **Annexure B** of this Application), as applicable to the Apartment and the Project. I / We further undertake that I am / We are submitting this Application after being fully satisfied with the rights, title and interest of the Promoter in the aforementioned Project Land / Project / Apartment.
6. I / We confirm that I / We have full knowledge and understanding of the applicable laws in respect of the intended purchase of the Apartment including, but not limited to, RERA.

7. I / We hereby understand that the Project is a standalone Commercial project in M & M Protech Pvt Ltd, which is a HPDA approved hops, . I / We however understand that that my / our rights and interests shall be limited to the Apartment / Project / Project Land; and I / We shall not have any rights or interests in the other projects or developments in the larger M & M ANANTA PRJECT K-2(2) BLOCK K ANAND VIHAR AWASIYA YOJNA HAPUR.
8. I / We hereby undertake that I / We intend to purchase the Apartment solely for residential purposes only.
9. As per my / our convenience, I / We have opted for the payment plan (“**Payment Plan**”) detailed under **Annexure C** of this Application. I / We understand that the Payment Plan may only be amended, subject to the written consent of the Promoter and the same shall be strictly adhered by me / us.
10. I / We acknowledge and understand that the submission of this Application shall not constitute a guarantee or a right to allotment of the Apartment in my / our favour. I / We further understand that the expression “**allotment**”, wherever used in this Application, shall always mean provisional allotment and shall continue till the time the Agreement for Sale is executed between me / us and the Promoter.
11. I / We understand that once submitted, this Application cannot be revoked / withdrawn by me / us. If I / We do not make the complete payment of the Booking Amount as per the Payment Schedule (in Annexure C), then the Application shall stand automatically cancelled and abovesaid advance money / Booking Amount deposited with this Application and / or any other amount deposited, shall stand forfeited by the Promoter, without any further notice / intimation to me / us. I / We shall have no right, interest, claim or lien on the said forfeited advance amounts / Booking Amount and / or the Apartment / Project. Furthermore, I / We undertake not to hold the Promoter liable / responsible for the forfeiture of the advance amount / Booking Amount or cancellation of the Apartment, in any manner whatsoever.
12. In the event, that an Apartment is not allotted by the Promoter in my / our favour (excluding instances where the complete Booking Amount is not paid by the Applicant or the Agreement for Sale is not executed by me / us in a time bound manner), the Promoter shall refund the money deposited by the Applicant with the Promoter without any deduction or interest. Such refund shall be made only to my / our bank account (as per the below-mentioned details):

Name of Account Holder: _____

Bank Account Number: _____

Bank Name: _____

Branch Location: _____

City: _____

IFSC: _____

(Copy of cancelled cheque is attached herewith)

The co-allotees, if any, hereby undertake that no dispute regarding their respective shares shall be raised in case of such refund in the aforementioned Bank Account. I / We understand that the Promoter shall not accept any requests for payment of refunds to the bank accounts of any third parties or via cash.

13. I / We acknowledge that all the payments from me / us to the Promoter towards the Booking Amount / Total Price shall be made to the official / authorised bank account of the Promoter,

and I / We shall not (a) make any payments to the Promoter in cash or (b) cause any third parties to make any payments to the Promoter towards the Total Price for the Apartment.

14. I / We hereby confirm and acknowledge the payment of Rs. _____ along with the submission of this Application. I / We further understand that the Promoter's acceptance of payment, accompanying this Application, shall neither amount to acceptance of this Application nor shall it bind the Promoter to allot the Apartment in my / our favour.
15. I / We undertake to pay a Booking Amount / Earnest Money of Rs. _____, which shall be an amount equivalent to 10% of the Total Price of the Apartment ("**Booking Amount**" / "**Earnest Money**") along with applicable taxes (as defined under **Annexure C**), within thirty (30) days from the date of this Application.
16. I / We undertake to execute the Agreement for Sale within thirty (30) days from the date of this Application and provide all the requisite documents detailed under **Annexure D** or any other additional document as may be required at the time of execution of the same. Furthermore, I / We undertake to self-attest all such documents as true and correct copies of their respective originals.
17. I / We acknowledge that this Application and the payment of advance towards the Booking Amount / Total Price does not create any right in my / our favour with respect to any Apartment or the Project, unless the allotment of the Apartment is confirmed by (i) execution of the Agreement for Sale; and (ii) payment of complete Booking Amount, as mentioned in the Payment Plan (**Annexure C**), by me / us to the Promoter.
18. I / We hereby agree to execute the Agreement for Sale and make the payment of the Booking Amount / Earnest Money along with applicable tax(es) (hereinafter referred as "**Booking Amount**" / "**Earnest Money**") as per the timelines mentioned hereinabove. If in case the Applicant fails to complete the payment of the Booking Amount / Earnest Money and execute the Agreement for Sale within the stipulated period, then in such case, the Promoter reserves the right to cancel / terminate the application and to forfeit the entire amount paid by me / us to the Promoter.
19. I / We shall pay the Total Price and other charges of the Apartment in a timely manner, as elaborately defined and explained in **Annexure C** of this Application. I / We understand that in addition to the Total Price of the Apartment, as set out in the Payment Plan, I / We shall also be liable to pay future taxes, ancillary charges, fees, levies, cess, compensation towards land acquisition awarded by any administrative or judicial body and / or revision / enhancement in the statutory charges of GST or any other statutory taxes, fees, lease rent etc., at any time in the future, as may be applicable. Such payments shall be made within the timelines stipulated for the payment by the Promoter. I / We further undertake to make payment of any additional charges which are incurred for the purpose of my / our Apartment as and when demanded by the Promoter.
20. I / We understand that timely payment of the Total Price of the Apartment (as stipulated under **Annexure C** of this Application) is the essence of the Agreement for Sale.
21. I / We understand that if any instalment of the Total Price (as stated in the Payment Plan) remains in arrear, the booking of the Apartment as well as the Agreement for Sale shall stand cancelled / terminated without any further notice / intimation or liability of any kind, on the sole discretion of the Promoter. Furthermore, I / We undertake that in such an event, I / We will have no rights / interest / lien over the Apartment. In such case, the entire amount paid

by me / us to the Promoter till the date of such cancellation / termination shall be refunded to me / us subject to a deduction of (i) Booking Amount / Earnest Money; (ii) interest on any overdue payments; (iii) brokerage paid by the Promoter to the broker, if any; and (iv) any taxes or other pass through amounts / charges of any nature paid by the Promoter (collectively called the “**Non-refundable Amount**”). I / We further understand that any amount refundable to me / us after the adjustment of the Non-refundable Amount shall be refunded by the Promoter without any interest after the resale of the said Apartment.

22. I / We understand that, notwithstanding anything else contained elsewhere, if for any reason the booking of the Apartment is withdrawn / cancelled / surrendered by me / us, then in that case the Non-refundable Amount (*defined above*) shall ipso-facto be forfeited; and the remaining balance amount (if any) shall be refunded to me in the following manner:
- 50% (fifty percent) of the balance amount shall be processed within 45 (forty-five) days of the Promoter receiving the request for cancellation along with the handover of all the original documents and completing the necessary formalities, and
 - the remainder 50% (fifty percent) shall be refunded on re-allotment of the Apartment or at the end of one year from the date of the Promoter receiving the request for cancellation, whichever is earlier.
23. I / We acknowledge and confirm that any delay of upto 30 (thirty) days in making payment of Total Price of the Apartment, as and when it becomes due and payable as per **Annexure C**, shall attract interest @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India (“SBI’s MCLR”) + 1% or as per prevailing market rate / applicable laws, which shall be calculated by the Promoter for the entire period of delay in payment of the entire Total Price of the Apartment.
24. I / We hereby understand and agree that the Promoter may, at its sole discretion, condone the delay in payment of any instalment, exceeding 30 (thirty) days, by charging interest at the rate of MCLR (Marginal Cost of Lending Rate) on a home loan of State Bank of India + 1% or as per prevailing market rate / applicable laws, and restore the booking of the Apartment in the Project, in case it has not been allotted to someone else. If the said Apartment stands booked by someone else, in such a situation, an alternate, if available, and at the discretion of the Promoter may be offered in lieu of the same to me / us.
25. I / We understand that additional charges for the preferential location of the Apartment in the Project may be applicable / leviable, and the same shall be paid by me / us in the manner and timeline as stipulated under the Payment Plan. However, if due to any change in the layout / building plan, the Apartment ceases to be in a preferential location, the Promoter shall refund such preferential location charges (without any interest) by way of an adjustment in the last instalment payable under the Payment Plan.
26. I / We understand that all specifications and designs within the Apartment / Project are only indicative in nature and that same are subject to change, at the discretion of the Promoter/Architect of the Project. I / We further understand that the said specifications and designs in the Apartment / Project are purely conceptual and that the same is not a legal offering by the Promoter.
27. I / We understand that the actual carpet area of the final / constructed Apartment may vary depending upon architectural / construction / legal requirements. In case the area of the final / constructed Apartment is different than that mentioned under this Application or the Agreement for Sale, then the Total Price of the Apartment will proportionately vary. All

variations to the Total Price (on account of variance to the area of the Apartment) shall be calculated as per the rate agreed between me / us and the Promoter, under this Application Form / Agreement for Sale, whichever is later. In this respect, I / We render my / our unqualified consent to the Promoter to make such changes, modifications, alterations and additions to the Apartment / Project, as may be deemed necessary or may be required to be done for better layout, landscaping, requirements of any development authority or local authority, for compliance with applicable law or including the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Real Estate (Development and Regulation), Act, 2016

28. I / We agree to pay all such amount(s) demanded by Central Government, State Government, Local Government and or any Competent Authority in any form or by any name including but not limited to government rates, levies, cesses, charges, fee whether levied or leviable now or in future. I / We shall pay all such sums as and when demanded by the Promoter without any delay or demur. Delay and non-payment of such amount shall be treated as breach of term and conditions of this Application or any other subsequent agreement.
29. I / We shall abide by all laws, rules and regulations of the HPDA / local bodies / Government of Uttar Pradesh, comply with all the mandatory requirements and compliances of the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water Commission and any proposed body corporate / association of the buyers (as and when formed till then as prescribed by the Promoter) and shall be responsible for all deviations, violations or breach of any of the conditions of law / byelaws or rules and regulations after the completion of the Project.
30. I / We understand that the Promoter may obtain an occupancy certificate / part occupancy certificate in respect of the building / floor where the Apartment is situated and handover the Apartment to me / us for occupancy accordingly. I / We understand that in such case, the Promoter shall have the right to continue the construction and development of other areas of the Project, including the common areas etc. without any objection from me / us.
31. The Apartment shall be conveyed upon the execution of the conveyance deed with me / us as an independent Apartment. Except for the Apartment that may be allotted in my / our favour and designated common areas in the Project, I / We shall have no claim or right of any nature or kind whatsoever in respect of any other Apartment (commercial or residential) whether allotted or not, and the same remains the property of the Promoter for all times unless the Promoter decides to dispose-off them.
32. I / We undertake to execute a separate maintenance agreement with the Promoter or its nominated maintenance agency for (i) upkeep and maintenance of the Project, and (ii) use and enjoyment of the common areas and common facilities / services in the Project.
33. I / We undertake to pay maintenance charges to the Promoter / nominated maintenance agency, as per the terms and conditions of the said maintenance agreement. Furthermore, I / We understand that non-payment of any consumption and maintenance charges, pertaining to the Apartment / Project, within the time specified and as per the terms and conditions of the maintenance agreement, shall disentitle me / us from the enjoyment of the common areas, common facilities and the services provided by the Promoter / nominated maintenance agency at the Project.
34. I / We will obtain an electricity connection as per my / our requirement from the electricity department and will get the electricity meter installed at my / our own cost. However, if the

Promoter obtains a single point bulk electricity supply connection from the electricity department for the Project, then I / We will be obligated to make such payment for electricity connection charges and electricity meter charges to the Promoter. Additionally, I / We shall also execute an electricity supply and power backup agreement with the Promoter or its maintenance agency, with respect to the supply of electricity and power back up service. I / We undertake to abide by the terms of the electricity supply and power backup agreement and to make timely payments of all electricity, power back and related charges, from time to time, irrespective of the fact that, I / We am/are in physical occupation of the Apartment or not. I / We hereby confirm and agree to pay all fixed electricity/power back up charges and electricity/power back up usage charges, along with all the applicable taxes and duties thereon, as per the meter installed for the Apartment, and also pay electricity/power back up connection & meter charges as specified therein. Electricity/Power Back up usage charges and fixed electricity/power back up charges would be separately charged by the Promoter at rates determined by the Promoter / nominated maintenance agency from time to time.

35. I / We shall not construct or otherwise occupy / block / restrict the common areas of the Project. Further, I / We shall comply with the guidelines / regulations of the Promoter / maintenance agency in respect of placement of signage at the Apartment and movement of goods to and from the Apartment etc.
36. I / We further understand that if there is any change in the policy of the Government, by way of circular, notification, legislation, etc., resulting in enhancement of the 'floor area ratio' (FAR) of the Project, the Promoter shall have the right to suitably amend the building plans and related approvals of the Project accordingly and in compliance with applicable laws. I / We further agree that I / We shall have no objection to such enhancement / revision in the FAR and the consequential amendment in the building plans and related approvals. This undertaking shall be deemed to be a no-objection by me / us as required under the various applicable laws.
37. The co-applicant / s, if any, confirm that all correspondences to the co-applicants shall be made in the name of the First Applicant (as identified in **Annexure A**) and any notices / letters / emails sent by the Promoter to the First Applicant shall be deemed to be valid service / intimation of such correspondence to the co-applicant/s. I / We hereby clarify and mention, and the co-applicants hereby confirm that, for the purposes of this Application, the First Applicant shall primarily act on behalf of the other co-applicants.
38. I / We hereby declare and confirm that in case I / We am / are non-resident Indian / person of Indian origin / overseas citizen of India, I / We shall comply with all the statutory compliances as required from time to time under all applicable laws / rules, and the Promoter shall not be liable for the same in any manner whatsoever. The Applicant shall keep the Promoter informed about any change in the above status and shall indemnify the Promoter against any liability that may arise due to non-compliance of law / rules.
39. I / We hereby understand that the Project is located at Hapur and this Application has been signed and submitted at Hapur. Therefore, any disputes arising out of this transaction shall be subject to the jurisdiction of courts at Hapur.
40. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement for Sale. However, in case of any contradiction or inconsistency between the terms and conditions herein, and the terms and conditions as may be specified in the Agreement for Sale, the terms and conditions specified in the Agreement for Sale shall take precedence over the terms and conditions set out herein.

41. I / We have clearly understood and agreed that this Application will be processed by the Promoter only after receipt of the complete Booking Amount alongwith applicable taxes, as specified in the payment schedule in **Annexure C**.
42. I / We understand that the Promoter shall develop and construct the Project as per the timelines granted by the concerned authorities (including HPDA and RERA). Further, I / We also understand that the grant of possession of the Apartment shall also be in consonance with the said timelines granted by the concerned authorities, subject to me / us complying with our payment obligations under the Agreement for Sale.
43. I / We hereby declare that I / We will arrange the requisite stamp papers for execution and registration of the Agreement for Sale as per applicable rules and regulations on my own efforts within thirty (30) days from the date of this Application.
44. I / We understand that the Promoter shall raise a demand for the cost and expenses towards stamp duty, registration fee and related expenses for the execution and registration of the conveyance / sale deed of the Apartment in my / our favour at the time of offer of possession of the Apartment. I / We undertake to make payment of the same as per the time prescribed under such offer of possession. I / We understand that a failure to deposit said amounts shall be deemed to be a breach of my / our payment obligations under the Agreement for Sale.
45. I / We undertake to bear Credit Card/Debit Card/Online/RTGS/NEFT/Demand Draft Transaction Charges on my own for making payment to the Promoter.

DECLARATION:

I / We confirm and declare that the particulars provided by me / us are true to my / our knowledge and correct to the best of my / our belief. No part of it is false and nothing material has been concealed or withheld by me / us there from. I / We have fully read and understood the above-mentioned terms and conditions and hereby agree to abide by the same.

In case there is any change in the information provided by me / us, it will be the joint responsibility of Applicant(s) to inform the Promoter about the updated information at the earliest and in any case within 7 (seven) days.

First / Sole Applicant

Second Applicant

Third Applicant

ANNEXURE-A

**Photograph
(Sole /
First Applicant)**

DETAILS OF THE APPLICANT

1. SOLE / FIRST CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's / Husband's / Karta's / Director's / Partner's / Trustee'			

Marital Status _____ If married, name of the Spouse _____

Anniversary Date _____

Date of Birth _____

Profession _____, Designation _____

Applicant's/ Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident [] or Person of Indian Origin []

Nationality _____ Passport No. _____ Date of Issue _____

Aadhar No. _____

Income Tax Permanent Account No. _____

Present Office Address:

Telephone: _____

Email: _____

Present Residential Address:

Telephone: _____

Email: _____

Address for Correspondence:

Telephone: _____

Email: _____

Mobile No. _____

Fax No. _____

**Photograph
(Second
Co-Applicant)**

2. SECOND CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's / Husband's / Karta's / Director's / Partner's / Trustee'			

Marital Status _____ If married, name of the Spouse _____

Anniversary Date _____

Date of Birth _____

Profession _____ Designation _____

Applicant's/ Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident [] or Person of Indian Origin []

Nationality _____ Passport No. _____ Date of Issue _____

Aadhar No. _____

Income Tax Permanent Account No. _____

Present Address:

Telephone: _____

Email: _____

**Photograph
(Third
Co-Applicant)**

3. THIRD CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's / Husband's / Karta's / Director's / Partner's / Trustee'			

Marital Status _____ If married, name of the Spouse _____

Anniversary Date _____

Date of Birth _____

Profession _____ Designation _____

Applicant's / Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident [] or Person of Indian Origin []

Nationality _____ Passport No. _____ Date of Issue _____

Aadhar No. _____

Income Tax Permanent Account No. _____

Present Address:

Telephone: _____

Email: _____

**ANNEXURE-B
DISCLOSURE**

I. DETAILS OF THE PROJECT LAND

Description of the Project Land: Plot No. K-2(2), measuring 9607.45 sq. mtrs., situated in Block - K, Anand Vihar Awasiya Yojna, Hapur Uttar Pradesh-245101.

II. DETAILS OF THE PROJECT REGISTRATION UNDER RERA

1. Registration No.: _____
2. U.P. RERA Website Address: _____
3. U.P. RERA QR Code: _____

III. DETAILS OF THE APARTMENT

<u>Particulars</u>	<u>Details</u>
Apartment No.	
Floor No.	
Type	
Block	
Carpet Area (<u>In Sq. Mtr. / Sq. Ft.</u>)	
Balcony Area (<u>In Sq. Mtr. / Sq. Ft.</u>)	
Open Verandah Area (If Any) (<u>In Sq. Mtr. / Sq. Ft.</u>)	
Parking (Open/Covered)	

ANNEXURE-C
TOTAL AMOUNT AND PAYMENT DETAILS

A. Total Amount of the Residential Apartment bearing Apartment No. _____

Particulars	Amount (In INR)
Cost of the Apartment	Rs. _____ / -
GST on Cost of the Apartment	Rs. _____ / -
Covered Parking (if any)	Rs. _____ / -
Electricity Infrastructure Charges (__ KVA) @ Rs. _____ Per KVA including GST	Rs. _____ / -
Prepaid Meter Charges including GST	Rs. _____ / -
Power Backup Charges (__ KVA) @ Rs _____ per KVA including GST	Rs. _____ / -
Advance Maintenance Charges (for 1 Year)	Rs. _____ / -
GST on Advance Maintenance Charges	Rs. _____ / -
Government Levies (Labour Cess)	Rs. _____ / -
Other Applicable Taxes	Rs. _____ / -
Total Cost (“A”)	Rs. _____ / -
Interest Free Maintenance Security Deposit (“B”)	Rs. _____ / -

Sinking Fund (“C”)	Rs. _____ / -
Total Amount (A + B + C)	Rs. _____ / -

B. PAYMENT PLAN

Sr. No.	Particulars	Amount (In INR)

Notes:

1. In case of revision in GST or any other statutory tax, fee or charges, from time to time, the same shall be payable over and above the Total Price stated above.
2. The Applicable Stamp Duty & Registration Charges and Legal / Advocate Charges / Deed Writing Charges, and other Incidental Charges shall be extra.
3. The interest due, on delayed payments (if any) by the Applicant shall be calculated by the Promoter after receipt of final payment from the Applicant;
4. If any other / additional demand is made by any Authority in respect of the Project / Apartment for which the Promoter may be held responsible, and / or liable, the share of all such demands shall be payable by the Applicant, in the proportion that the Allotted Apartment Carpet Area bears to the Total Carpet Area of all the Apartments within the Project.
5. The Booking Amount / Earnest Money is equivalent to 10% of cost of Apartment along-with the applicable taxes thereon.

ANNEXURE-D
DOCUMENTS SUBMITTED BY THE APPLICANT/s

1. Booking amount cheque / draft
2. Copy of PAN Card(s) of each applicant
3. For Foreign Nationals of Indian Origin: Passport photocopy of each applicant and funds from their own NRE / FCNR Account.
4. For NRI: Copy of Passport of each applicant and payment through their own NRE / NRO Account / FCNR Account
5. Four Photograph of each applicant
6. Address / Identity Proof: Photocopy of Passport / Electoral Identity Card / Driving License / Aadhaar Card, etc., of each applicant
7. Specimen Signatures and Photograph duly verified by bankers (in original) of each applicant.
8. Copy of cancelled cheque of Applicant.