

MRG
CROWN
PREMIUM RESIDENCES

REIGN OF THE ROYALS

Application No.:

**Application for allotment of Residential Independent Floor/Unit in
“MRG Crown” Phase-I” Sector-106, Gurugram(Haryana) under
Deen Dayal Jan Awas Yojana - Affordable Plotted Housing Policy-2016
HRERA Registration No. 47 dated 20.03.2023
HRERA Registration No. 50 dated 29.03.2023
<https://haryanarera.gov.in>**

M/s. MRG Group India Private Limited,
(previously known as Anudhara Solutions Pvt Ltd)
Office: 9th Floor, Grand View Tower, Ireo City,
Golf Course Extn Road, Sector-58, Gurugram, Haryana

Dear Sir/Madam,

1. I/We, the Applicant(s), hereby submit this Application for allotment of a residential Unit with Stilt Parking (hereinafter referred to as “**Unit**”) in “**MRG Crown**” Phase-I, Sector-106, Tehsil & District Gurugram Haryana (hereinafter referred to as the “**Project**”).
2. I/We know the fact that MRG Castle Reality LLP and MRG World LLP are the absolute and lawful owners of total land admeasuring, 8.16875 Acres (Said Land) in Village Babupur, Sector-106, District Gurugram, Haryana vide Sale Deed(s) No.5625 dated 04.02.2021, sale Deed(s) No. 5624 dated 04.02.2021, Sale Deed(s) No. 5623 dated 04.02.2021 and Sale Deed 9661 dated 20.01.2022 duly registered at the office of the Sub-Registrar. I/we are aware of the fact that the aforesaid Landowners have executed and registered Collaboration Agreement(s) No. 12509 dated 01.02.2023 and No. 12508 dated 01.02.2023 along with registered Power of Attorney(s) No. 477 dated 01.02.2023 and No. 478 dated 01.02.2023 in favour of the Promoter-M/s MRG Group India Private Limited.
3. The Landowners and the Promoter have obtained License No. 192 of 2022 dated 23.11.2022 from DTCP, Haryana Vide Endst. No.4731-JE(RK)/2022/35329 Dated 24.11.2022 for setting up of a Residential Plotted Colony under Deen Dayal Jan Awas Yojna - 2016 on the Said Land. The Landowners got permission for COD vide Endst No. LC-4731-PA(VA)/2023/6904 dated 09.03.2023, layout of the colony approved vide DTCP-Drawing No. 8764 dated 24.11.2022, Zoning Plan DRG. No. DTCP **8916 Dated 10.01.2023**, approval of Building Sanction Plan as per self- certification policy and also got the RERA Registration No. RC/REP/HARERA/GGM/703/435/2023/47 and RERA Registration No. RC/REP/HARERA/GGM/706/438/2023/50.
4. The Promoter has obtained the permissions and approvals from the competent authorities for construction of Units on every plot of Phase-I (i.e. Total 109 Plots) along with stilt parkings, basement(s) and common areas and facilities (herein after referred to as “**Building**”). The proposed Typical Unit Floor Plan, Stilt Floor Plan, Basement Floor Plan, Terrace Floor Plan are given in detail in **Annexure-I**.
5. 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 Authority established as per the provisions of the **Act** and **Rules** and is subject to mutually agreed variations thereto. The **Applicant(s)** has also satisfied himself/herself

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

in respect of the sanctions and building plan approvals based on which the **Project** is being constructed. Thereafter, the **Applicant(s)** has applied for allotment of a Unit in the **Project** and has requested the **Promoter** to allot a **Unit** for residential use.

6. The **Applicant(s)** states and confirms that the **Promoter** has made the **Applicant(s)** aware of the availability of the **Builder Buyer Agreement(BBA)/Agreement To Sell (“Agreement”)** on the official website and at the office of the **Promoter**. The **Applicant(s)** confirms that he/she has read and perused the **Agreement** containing the detailed terms and conditions and the **Applicant(s)** is agreeable to perform his/her obligations as per the conditions stipulated in the **Agreement**.
7. The **Applicant(s)** hereby confirms 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.
8. The **Applicant(s)** has clearly understood that by submitting this **Application**, the Applicant does not become entitled to the final allotment of the **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**.
9. The **Applicant(s)** encloses herewith a sum of Rs. _____/- (Rupees _____ only) (**Booking Amount**) by Bank Draft/ Cheque No. _____ dated _____ drawn in favour of the **Promoter** payable at _____ towards the **Total Price**, of the Unit along with Parking Space.
10. The **Applicant(s)** agrees that if the **Promoter** allots a **Unit** along with stilt parking, then the **Applicant(s)** agrees to pay the **Total Price** (hereinafter defined) of the **Unit** as per the **Payment Plan**, Taxes, interest on delayed payment along with other charges payable at the time of offer of possession.
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** until, firstly, the **Applicant** signs and delivers the **Agreement** with all the annexures along with the payments due as stipulated in the **Payment Plan** within 30 (thirty) days from the date of receipt by the **Applicant**. If, however, after giving a notice to the **Applicant** to get the **Agreement** executed and registered, the **Applicant** does not come forward or is incapable of executing the same, then in such a case the **Promoter** has an option to forfeit 10% (ten percent) of the Total Price which includes booking amount, interest and GST.
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 cheque amount tendered with this **Application**.
13. The **Applicant(s)** agrees and undertakes to abide by the terms and conditions annexed hereto in this **Application**, including those relating to payment of **Total Price** and other charges, any increase in government taxes / dues, and forfeiture of **10% of Total Price** towards earnest money along with delay interest, GST as laid down herein and /or in the Agreement.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

1. SOLE OR FIRST APPLICANT(S)

Title Mr. ☐ Ms. ☐ M/s. ☐

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar 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: _____

Please affix
photograph and
sign across the
photograph

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

2. JOINT/ SECOND APPLICANT(S)

Title Mr. ☐ Ms. ☐ M/s. ☐

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar 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: _____

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Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

3. THIRD APPLICANT(S)

Title Mr. ☐ Ms. ☐ M/s. ☐

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar 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: _____

OR

M/s. _____ CIN No. _____

Reg. Office/ Corporate Office _____

Authorized Signatory _____

Board Resolution dated/ Power of Attorney _____

PAN No./ TIN No. _____

Tel No. _____ Mobile No. _____ Email ID: _____

Fax No. _____ Resolution/ Power of Attorney.

Please affix
photograph and
sign across the
photograph

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Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

4. DETAILS OF SAID UNIT IN MRG Crown, PHASE-I, AND ITS PRICING

Unit No.: _____ Carpet Area in Unit: _____sq.ft./ _____(sq.mt.) Super Area in Unit: _____sq.ft./ _____(sq.mt.) Stilt Parking No.: _____ Basement No.: _____	
Unit Price (in rupees)	
Plus: Applicable GST, taxes and cesses payable by the Applicant(s) at rates as specified by government from time to time:	
*Total Price (in Rupees)	

NOTE:- *Other Charges Payable at the time of offer of Possession as defined in Terms & Conditions and Agreement To Sell. The **Promoter** has taken the conversion factor of 10.764 sq.ft. per sqm. for the purpose of this **Application** (1 feet=304.8mm)

5. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Unit** along with stilt parking in the **Project** as per the following **Payment Plan** annexed hereto as **Annexure-IV**:

Down Payment Plan ☐ Installment Payment Plan ☐

6. 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 _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

To,

M/s MRG Group India Private Limited
Office: 9th Floor, Grand View Tower,
Ireo City, Golf Course Extn Road,
Sector-58, Gurugram, Haryana

Dear Sir,

I/We understand that the Unit/Floor Level/Plot is booked tentatively which will be allotted and confirmed by execution of Agreement to Sell/Builder Buyer Agreement. I/we have no objection if the Unit/Floor Level/Plot is changed before Agreement to Sell/Builder Buyer Agreement by the Promoter.

I/We have no objection for the extension of the Project Land area by additional land parcel, obtaining additional license and revision of zoning plan or revision of Floor Plan/Building Plan, increase of Units/ Floors as may be deemed fit by the Promoter.

I/We further have no objection if the Promoter utilizes the TOD/TDR / additional FAR, including but not limited to modification, alteration or construction of additional floors on the plots/ buildings, services and common areas / open areas in the Project. The additional construction and development rights shall solely vest with the Promoter.

I/We acknowledge(s) that I/we have not made any payment towards the additional FAR/unutilized FAR.

Thanking you,

Yours sincerely,

X_____

Sole/First Applicant

X_____

Second Applicant

X_____

Third Applicant

RECEIVING/ OFFICER

Name: _____

Signature _____

Date: _____

1. **ACCEPTED** ☐ / **REJECTED** ☐

2. Unit No. _____ Carpet Area: _____ Sq.Ft./ (_____ Sq.Mt.)

Super Area: _____ Sq.Ft./ (_____ Sq.Mt.)

Stilt Parking No. _____

Basement No. _____

Total Price payable for the **Said Unit** along with stilt parking: Rs. _____/-

(Rupees _____ only)

3. **Payment Plan:** Payment Plan - 1 ☐ / Payment Plan - 2 ☐

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**

Real Estate Agent's Name _____

Address _____

Registration No.: _____

Stamp with Signature _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

7. Check-list for Receiving Officer:

- (a) **Booking amount**
- (b) Applicant's signature on all pages of the **Application** form at places marked as "X".
- (c) PAN No. & copy of PAN Card/ Form 60/ Form 49A.
- (d) Aadhar No. & Copy of Aadhar Card.
- (e) Passport size photographs
- (f) For Companies: Certified copies of Memorandum & Articles of Association and board resolution in support of the authorized signatory under common seal of the company.
- (g) 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.
- (h) For NRI: Copy of Passport/ Foreign Inward Remittance from the account of the **Applicant(s)** / NRE/ NROA/ of the **Applicant(s)**.
- (i) For Partnership Firm: Partnership Deed and authorization to purchase.

Date : _____

Place : _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF RESIDENTIAL UNIT IN “MRG Crown” PHASE-I, SECTOR-106, GURUGRAM (HARYANA).

The terms and conditions given below are more comprehensively set out in the **Agreement** which upon execution shall supersede this **Application**. The **Applicant(s)** shall sign all the pages of this **Application** as token of his/her/their acceptance of these terms and conditions.

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);
- (b) **“Government”** means the Government of the State of Haryana;
- (c) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;
- (d) **“Section”** means a section of the Act.

1. The **Applicant(s)** has applied for allotment of the **Said Unit** for residential usage alongwith stilt parking in “MRG Crown” Phase-I, Sector-106, Tehsil & District Gurugram, Haryana and is fully aware of the rights and obligations of the **Promoter** in relation to and in connection with the development of the **Said Unit**. The **Applicant(s)** has also satisfied himself/herself about the arrangement / title / interest / rights of the **Promoter** in the **Said Land** and has understood all responsibilities and / or obligations of the **Promoter** in respect thereof. 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**.
2. The **Total Price** for the **Said Unit** along with stilt parking, is Rs. _____/- (Rupees _____ only)(“**Total Price**”):

Unit No.: _____	
Carpet Area: _____ Sq.ft./ _____ (Sq.mt.)	
Super Area: _____ Sq.ft./ _____ (Sq.mt.)	
Stilt Parking No.: _____	
Basement No.: _____	
Unit Price (in rupees)	
Plus: Applicable GST, taxes and cesses payable by the Applicant(s) .	
*Total Price (in rupees)	

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
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 Unit** for residential usage along with stilt parking.
- (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 Unit** along with stilt parking to the **Applicant(s)** after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided that, in case there are any changes / modifications 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 along with Other Charges payable at the time of offer of possession 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 Unit** along with stilt parking includes recovery of price of land, development and construction of not only the **Said Unit** but also the **Common Areas** as per **Annexure-III**, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the Unit, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors and windows, etc. and includes cost of other facilities, amenities and specifications to be provided within **Said Unit** along with stilt parking in the **Project**. The proposed specifications for the **Said Unit** are given in detail in **Annexure-II**.
3. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Annexure-IV (“Payment Plan”)**. The **Promoter** shall periodically intimate in writing to the **Applicant(s)**, the amount payable as stated in the **Payment Plan** and the **Applicant(s)** shall make payment demanded by the Promoter within the time and in the manner specified therein. The Applicant 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. Applicant shall be required to submit TDS certificate and Challan showing proof of deposition of the same within 7

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Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

(seven) days from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Applicant.

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. Subject to Para 19, the Promoter agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Unit** for residential usage along with allotted /designated stilt parking as mentioned below:
 - (i) The **Applicant(s)** shall have exclusive ownership of the **Said Unit** for residential usage alongwith exclusive right to use allotted/designated stilt parking.
 - (ii) The **Applicant(s)** shall also have rights in the common areas, as provided under Rules of 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 after duly obtaining the occupation certificate from the competent authority, as provided under Rule of 2017 as per **Annexure-III**. The Applicant(s) shall be entitled to park the car in the stilt parking number specifically allotted by the Promoter. The Applicant(s) understands that the stilt parking and basement will be inseparable part of the **Said Unit** and will vest with the Applicant(s) or its transferee simultaneously with the **Said Unit**. The Applicant(s) shall not use, nor claim any right over other parking(s) including the visitors' parking in the **Building** or anywhere in the **Project**. The Promoter shall have the sole right over the usages of such parking bays in any manner. The Applicant(s) has understood that the Total Price does not include any payment towards construction of club being developed by the Promoter at its own cost and expense after obtaining the requisite permission from the competent authority. The membership of the club based on unique ID Card, will be offered free to Applicant(s) after payment of Total Price and registration of conveyance deed. The Applicant(s) shall be entitled to use the club facilities subject to payment of all outstanding dues of the Promoter with regard to operation, maintenance and services availed by the Applicant(s). The Applicant(s) shall enter into maintenance agreement with an agency designated by the Promoter or association of allottee(s), as the case may be, and shall make payment of maintenance charges as may be demanded by the Promoter/Maintenance Agency.
 - (iii) The **Applicant(s)** has the right to visit the project site to assess the extent of development of the **Project** and his **Said Unit** for residential usage.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

6. Schedule for possession of the Said Unit

The **Promoter** agrees and understands that timely delivery of possession of the **Said Unit** along with parking to the **Applicant(s)** and the common areas as per **Annexure-III** to the association of allottees or the competent authority, as the case may be, as provided under Rule of 2017, is the essence of the **Agreement**.

7. The **Promoter** assures to hand over possession of the **Said Unit** along with stilt parking as per agreed terms and conditions by 21.11.2027, unless there is delay due to "*force majeure*" including Pandemic, Court orders, NGT Notifications, 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 Unit**.

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the **Promoter** to implement the **Project**, at any stage, due to force majeure and above mentioned conditions, then this allotment shall stand terminated and the **Promoter** shall refund to the **Applicant(s)** the entire amount received by the Promoter from the **Applicant** within 90 (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 allotment/**Agreement**.

8. Procedure for taking possession of Said Unit

The **Promoter**, upon obtaining the occupation certificate or part thereof of the Building, shall offer in writing the possession of **Said Unit** for residential usage within 03 (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**. In addition to total price, the Applicant(s) shall be liable to pay Other Charges at the time of Offer of Possession on the demand raised by Promoter:- a) Water & Sewer Connection Charges; b) Electricity Meter Cost; c) External Electricity Connection Charges; d) Power back-up Charges upto 4 KVA which may be raised by the **Promoter** on the request of Applicant(s) after considering the load factor and payment of additional Cost per KVA by **Applicant(s)**; e) Advance Consumption Deposit for Electricity; f) Water Meter Cost ;g) Operation & Running Cost of Utility Services in advance for 12(twelve) months; h) IFMS Charges; i) Gas Pipeline Charges; j) Any other Charges as may be demanded. The **Applicant(s)**, before taking the possession, agrees to pay the maintenance charges and holding charges as determined by the **Promoter**/association of allottees/competent authority, as the case maybe.

The **Applicant(s)** further undertakes that the Applicant(s) would not put any sign-board, neon light or advertisement material etc. on the face / facade of the Building. The **Applicant(s)** shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. The **Applicant(s)** further undertakes that the Applicant(s) shall not modify load bearing structure/wall, common electrical/ plumbing works etc without permission of the Promoter or other occupants of the Building, as the case may be.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

9. Failure of Applicant(s) to take Possession of Said Unit

Upon receiving a written intimation from the **Promoter** as per clause 8, the **Applicant** shall take possession of the **Said Unit** for residential 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 Unit** for residential 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 clause 8, such **Applicant(s)** shall continue to be liable to pay maintenance charges and holding charges as specified in clause 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 Unit** along with stilt parking to the **Applicant(s)**, it shall be the responsibility of the **Promoter** to hand over the necessary documents and plans, as the case may be as provided under 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 10% of Total Price which includes Booking **Amount** paid for the allotment and interest component on delayed payment (payable by the Applicant for breach of Agreement) **along with** applicable GST and non-payment of any due payable to the **Promoter**. The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be as prescribed in the Rules of 2017. 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 including Pandemic, Court order, NGT Notifications, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Unit** for residential usage along with stilt parking.

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

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

- (ii) due to discontinuance of his business as a Promoter 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/her in respect of the **Said Unit** for residential usage, with interest at the rate prescribed in the Rules of 2017 including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

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 of 2017 for every month of delay, till the offer of the possession of the **Said Unit** for residential usage, which shall be paid by the **Promoter** to the **Applicant(s)** within ninety (90) days of it becoming due.

In case obligation is not complied with by the **Promoter**:

- (i) the RERA authority shall order to return the total amount received by the **Promoter** in respect of the **Said Unit** for residential usage, with interest at the rate prescribed in the Rules of 2017 in case the **Applicant(s)** wishes to withdraw from the **Project**.
- (ii) in case **Applicant(s)** claims compensation in this regard he/she may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72 of the Act.
- (iii) if the **Applicant(s)** does not intend to withdraw from the **Project** the authority can order the **Promoter** to pay the **Applicant(s)** interest at the rate prescribed in the Rules of 2017 for every month of delay till the offer of the possession of the **Said Unit** for residential usage.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule of 2017.
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** to the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof of the **Project**, as the case may be.

In case, the **Applicant(s)**/association of Allottee(s) 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 including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the **Promoter** with such permission, approvals which would enable the **Promoter** to fulfil its obligations under this **Application**. Any refund, transfer of security, if provided in terms of the **Application** shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules & Regulations of the Reserve Bank of India or any other applicable law. The **Applicant(s)** understands and agrees that in the event of any failure on his/her part to

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Sole/First Applicant

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Second Applicant

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Third Applicant

comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The **Promoter** accepts no responsibility in regard to matters specified in Para 14 above.

The **Applicant(s)** shall keep the **Promoter** fully indemnified and harmless in this regard.

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. 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 Unit** for residential usage along with stilt parking applied for herein in any way and the **Promoter** shall be issuing the payment receipts in favour of the **Applicant(s)** only.

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 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 along with other charges or any part thereof. The **Applicant(s)** have no objection in case the Promoter avails overdraft facility or creates a charge, lien, or mortgage on the entire land or the project or the receivables during the course of development of the **Project** for raising loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the residential Unit to the **Applicant(s)**.

It is specifically clarified by the **Promoter** that the **Application/** allotment is not assignable and the **Applicant(s)** has no right whatsoever to assign, transfer, nominate or convey the **Said 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**. In the event of refusal or denial by the **Promoter** for giving permission to the **Applicant(s)** for assignment, transfer, conveyance or nominations of the **Said Unit**, the **Applicant(s)** has assured the **Promoter** and has undertaken not to raise any dispute or claim in any manner at anytime.

16. 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 **Applicant(s)** and no separate communication shall be necessary to the other named **Applicant(s)**.
17. 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)**.

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Third Applicant

18. 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**.
19. 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 **Annexure-IV**, 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 Unit** for residential usage along with stilt parking in favour of the Applicant and refund the money paid to him by the **Applicant(s)**, by forfeiting 10% of Total Price which includes the **Booking Amount** paid for the allotment and interest component on delayed payment (paid / payable by the Applicant 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 as per Rules of 2017. 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 **Agreement** and any liability of the **Promoter** arising out of the same shall thereupon, stand terminated. Provided that the **Promoter** shall intimate the **Applicant** about such termination at least thirty (30) days prior to such termination.
20. The **Applicant(s)** understands that the final allotment of the **Said Unit** is entirely at the discretion of the **Promoter**.
21. 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**.
22. 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.
23. The **Promoter** can make construction/development in the adjoining plots, additions or to put up additional structure(s) anywhere in the Project or avail the benefit of increase in FAR/FSI/TODR policy or any policy in compliance with the layout plan, sanction plan, approvals, permissions, directions and specifications, amenities and facilities as has been approved by the competent authority(ies). The **Promoter** shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions/ development linked with already existing facilities viz. electricity, water, sanitary and drainage systems of the Project. The Applicant(s) acknowledges that he/she has not made any payment towards the additional FAR/ unutilized FAR and shall have no objection to any construction activities including addition of floors in the Building/Project.

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Third Applicant

The **Applicant(s)** have fully read and understood the terms and conditions and agree to abide by the same. The **Applicant(s)** understand that the terms and conditions given above are of indicative nature with a view to acquaint the **Applicant(s)** with the terms and conditions as shall be comprehensively set out in the **Agreement**, which shall supersede the terms and conditions, to the extent of conflict or inconsistency, set out in this **Application**. **Applicant(s)** are fully aware that it is not incumbent upon the **Promoter** to send out notices/reminders in respect of my/our obligations set out in this **Application** and the **Applicant(s)** shall be liable for any default committed in abiding by the terms and conditions.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

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ANNEXURE- II

SPECIFICATIONS OF THE INDEPENDENT FLOOR RESIDENCE / UNIT									
Area	Walls	Floor	Ceiling	Internal Doors Finish	External Door /Windows	Accessories	Sanitary Ware	Electrical	
							Fixtures & Fittings	Fixtures & Fittings	
Living/ Dining	OBD/Acrylic Emulsion	Premium Vitrified Tiles	OBD/Acrylic Distemper	Laminated Flush Doors with seasoned hardwood frame	Powder Coated Aluminium/ UPVC Doors	VRV/VRF Air Conditioning	-	Modular Electric Switches /Sockets	
Master Bedroom	OBD/Acrylic Emulsion	Laminated Wooden Flooring	OBD/Acrylic Distemper	Laminated Flush Doors with seasoned hardwood frame	Powder Coated Aluminium/ UPVC Doors	VRV/VRF Air Conditioning	-	Modular Electric Switches / Sockets	
Bedrooms	OBD/Acrylic Emulsion	Laminated Wooden Flooring	OBD/Acrylic Distemper	Laminated Flush Doors with seasoned hardwood frame	Powder Coated Aluminium/ UPVC Doors	VRV/VRF Air Conditioning	-	Modular Electric Switches / Sockets	
Toilets	Vitrified Tiles and Acrylic Emulsion Paint Combination with Mirror	Anti-skid Tiles	MR Board Ceiling	Laminated Flush Doors with seasoned hardwood frame	Powder Coated Aluminium/ UPVC Doors	Towel rail/ring, Toilet paper holder of standard make	Premium Quality CP Fittings & Sanitary Fixtures	Modular Electric Switches & Sockets	
Kitchen	Dado up to 2' above counter and Tiles upto 7' Height with Acrylic Emulsion	Vitrified Tiles	OBD/Acrylic Distemper	-	Powder Coated Aluminium/ UPVC Doors	Counter-Granite Stone/Synthetic stone Modular Kitchen (excluding equipments like Chimney,Hob,Oven etc)	SS Sink with Fixtures	Modular Electric Switches & Sockets	
Balconies	External Paint	Anti-skid Tiles	OBD/Acrylic Distemper	-	Powder Coated Aluminium/ UPVC Doors	-	-	Modular Electric Switches & Sockets	
Staircase/Lift Lobby	OBD/Acrylic Emulsion	Kota Stone/Indian Stone/Granite	-	-	-	-	-	Modular Electric Switches & Sockets	
Miscellaneous	Zone IV Seismic considerations for Structural Design								

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ANNEXURE-III
COMMON AREAS & FACILITIES

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

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. Terrace and services on terrace
7. Open area on front side and rear side of the Building,
8. Driveway and stilt area except parking bays allotted by the Promoter.
9. Services at Stilt / ground level (if any)
10. Services at basement (if any)
11. Common Corridor in Basement (if any) excluding the area of Basement permitted for usage of the Applicant(s).

It is specifically made clear by the **Promoter** and agreed by the **Applicant** that this Application is limited and confined in its scope only to the **Unit**, amenities and facilities as described of this annexure in the Footprint of the **Unit**. It is understood and confirmed by the **Applicant** that all other land(s), areas, facilities and amenities outside the periphery / boundary of the Unit or anywhere in Project are specifically excluded from the scope of this Application and the **Applicant** agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Application for calculating the sale price and therefore, the **Applicant** has not paid any money in respect of such other lands, plots, areas, roads, additional/ visitor parking bays, parks, club, facilities and amenities.

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ANNEXURE-IV

Payment Plan-1

S.No.	Particulars	%
1	Application Fee	Rs. 10.00 (Rupees Ten Lakhs)
2	Within 30 days from the date of submission of application form or Clearance of cheque (whichever is earlier)	15% of Total Price(Less Application Fee) (Execution of
3	Within 60 days from the date of booking or clearance of 1st payment (whichever is earlier)	15% of Total Price
4	Within 8 months of booking or completion of Construction Milestone listed here under (whichever is later): A)Excavation of 75% plots shall be completed B)Basement roof of 25% plots shall be completed	10% of Total Price
5	Within 14 months of booking or completion of Construction Milestone listed here under (whichever is later): A)Basement roof of 50% plots shall be completed B)First Floor roof of 25% plots shall be completed	15% of Total Price
6	Within 20 months of booking or completion of Construction milestone listed here under (whichever is later): A)First Floor roof of 50% plots shall be completed B)Fourth Floor roof of 25% plots shall be completed	15% of Total Price
7	Within 26 months of booking or completion of Construction Milestone listed here under (whichever is later): A)Fourth Floor roof of 50% plots shall be completed B)Internal finishing of 25% plots shall be completed	15% of Total Price
8	Within 32 months of booking or upon applying Occupancy Certificate (OC) of units	5% of Total Price
9	On Offer of Possession	10% of Total Price+Possession Charges/Other Charges(if any) as applicable

Payment Plan-2

S.No.	Particulars	%
1	Application Fee	Rs. 10.00 (Rupees Ten Lakhs)
2	Within 30 days from the date of submission of Application Form or Clearance of cheque (whichever is earlier)	15% of Total Price(Less Application Fee) (Execution of Agreement For Sale/BBA after receipt of Payment)
3	Within 60 days from the date of booking or clearance of 1st Payment (whichever is earlier)	35% of Total Price
4	Within 32 months of booking or upon applying Occupancy Certificate (OC) of units	40% of Total Price
5	On Offer of Possession	10% of Total Price+Possession Charges/Other Charges(if any) as applicable

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Third Applicant



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