

CONVENIENT  
SHOPPING

**MALL**  
*street*

SOHNA, GURUGRAM

APPLICATION FORM

Application Form No. ....

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

**RERA Registration No.: RC/REP/HARERA/GGM/549/281/2022/24**

Application for Allotment of a Retail Shop/Commercial Unit/ Kiosk/ Other Space(s) in the Project under name and style of **Mall Street**, the Commercial Complex at Green Valley, Sector - 35, Sohna, Gurugram, Haryana

To

**M/s LION INFRADEVELOPERS LLP**

(LLPIN:AAC-1940)

TSF 01-08, Second Floor, Tower – B,

Ocus Technopolis, Golf Course Road,

Sector-54, Gurugram – 122 011 (Haryana)

Dear Sir,

I/We (“**Applicant(s)**”) hereby by way of this application form (“**Application Form**”), apply for booking / purchase / allotment of a retail shop / Commercial Unit / Kiosk / Other space(s) (“**Commercial Unit**”) in the commercial complex under the name and style of “Mall Street”(“**Commercial Complex**”) on land area admeasuring **0.468017 acres** which is the part and parcel of the land admeasuring **12.41875 acres** (“**Said Land**”)at Green Valley, an Affordable Residential Plotted Colony in the revenue estate of village Sohna, Tehsil-Sohna, Sector-35, Sohna, Distt. Gurugram, Haryana, being developed by Lion Infradevelopers LLP (“**LLP**”) after obtaining licence to develop vide License No. & date: 23 of 2019 dated 20.02.2019 from Director Town & Country Planning Haryana., Building plan approved on 21.12.2021 vide Memo No.: 6179 Dated 21.12.2021,HRERA Reg. No.: RC / REP / HARERA / GGM / 549 / 281 / 2022 / 24 dated 04.04.2022 ([www.haryanarera.gov.in](http://www.haryanarera.gov.in))

Applicant(s) understands that LLP is fully authorized to sell / transfer / convey / lease / assign and / or agree to sell the whole or part of the said Commercial Complex to any third party, as permission / approval / registration (License, Lay out, Zoning, Building plan, RERA Registration etc.) are duly granted by the Department of Town and Country Planning Haryana and competent RERA Authority. Further, Applicant(s) are fully satisfied with the marketable title of the Said Land including the land on which above Commercial Complex is being developed, as LLP is owner and / or having development and selling rights as per the collaboration agreement and other documents duly executed by other licensees i.e. Vibhor Home Developers Pvt. Ltd and Vallabham Buildcon Pvt. Ltd (“**Confirming Parties**”).

I/We agree and accept to abide by all the terms and conditions attached to this Application Form and also agree to sign and execute the allotment letter and the Builder Buyer’s Agreement containing, amongst the others, standard terms and

Signature of Sole/First Applicant

Signature of Co-Applicant(s)



conditions, contents whereof have been read and understood by me/us and I/we agree to abide by them.

I/We hereby pay/ remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) Vide Demand Draft / Cheque No. \_\_\_\_\_ dated  
\_\_\_\_\_ drawn on \_\_\_\_\_ being application fee / Booking Amount / Earnest Money for Commercial unit  
no \_\_\_\_\_ having carpet area \_\_\_\_\_ Sq. ft. I / We agree that upon my/our request for cancellation without  
fault of the LLP, the 10% of the total price of Commercial unit booked (Earnest Money) together with the interest on  
delayed payments, brokerage and unadjusted GST would be forfeited.

I/We further agree and accept to pay all the instalments and other / additional charges, as due as per the payment plan  
(As per Annexure – I) opted by me/us, as per the Price List and / or as stipulated / demanded by the LLP from time to time,  
failing which the allotment of the shop would be cancelled and Earnest Money (which is 10% of the total price of  
Commercial unit booked) together with the interest on delayed payments, brokerage and unadjusted GST shall be  
recovered and balance amount of money if any, would be refunded as per the Terms and Conditions of this application  
form.

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Co-Applicant(s)

# MALL street

**Sole / First Applicant:**

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

S/D/W/o/ Through \_\_\_\_\_



In Case Applicant is other than Individual (Pls specify the status):

Company  LLP  Partnership Firm  HUF   
Proprietorship Firm  Society  Any other (Pls Specify)

Correspondence Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Residential Status: Resident  Non-Resident  Foreign National of Indian Origin

Date of Birth/Incorporation \_\_\_\_\_ Nationality \_\_\_\_\_

Mobile No \_\_\_\_\_ Alternate Mobile No \_\_\_\_\_

Residential Landline No \_\_\_\_\_ Official Landline No \_\_\_\_\_

E-mail: \_\_\_\_\_ Alternate E-mail Id \_\_\_\_\_

Pan No \_\_\_\_\_ Aadhar No. \_\_\_\_\_

**Occupation:**

Business  Self Employed  Professional  Service

Government Employee  Homemaker  Any other (Pls Specify)

Signature of Sole/First Applicant

Signature of Co-Applicant(s)



**Co- applicant(s):**

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

S/D/W/o/ Through \_\_\_\_\_



In Case Applicant is other than Individual (Pls specify the status):

Company  LLP  Partnership Firm  HUF   
Proprietorship Firm  Society  Any other (Pls Specify)

Correspondence Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Residential Status: Resident  Non-Resident  Foreign National of Indian Origin

Date of Birth/Incorporation \_\_\_\_\_ Nationality \_\_\_\_\_

Mobile No \_\_\_\_\_ Alternate Mobile No \_\_\_\_\_

Residential Landline No \_\_\_\_\_ Official Landline No \_\_\_\_\_

E-mail: \_\_\_\_\_ Alternate E-mail Id \_\_\_\_\_

Pan No \_\_\_\_\_ Aadhar No. \_\_\_\_\_

**Occupation:**

Business  Self Employed  Professional  Service

Government Employee  Homemaker  Any other (Pls Specify)

Signature of Sole/First Applicant

Signature of Co-Applicant(s)



**Details of Commercial unit**

Unit No. \_\_\_\_\_ Floor \_\_\_\_\_

Super Area \_\_\_\_\_ (Sq. Ft.) Carpet Area \_\_\_\_\_ (Sq. Ft.)

Mode of Booking (Direct/ Channel Partner) \_\_\_\_\_

RERA Registration No. of Channel partner \_\_\_\_\_

\_\_\_\_\_  
Signature of Channel Partner with Rubber Stamp

**COMPONENTS OF TOTAL PRICE & OTHER CHARGES**

S. No.	Heads/ Components	Amount (in Rs.)
1.	Basic Sale Price	
2.	Prime Location Charges (PLC),(If any)	
3.	Car Parking Charges for exclusive right to use Car Parking Space, (If any)	
4.	External Development Charges/State Infrastructure Development Charges (EDC/SIDC)	
5.	GST	
<b>TOTAL PRICE OF COMMERCIAL UNIT (including GST)</b>		
6.	Interest Free Maintenance Security (IFMS)	
<b>OTHER CHARGES</b>		
1.	Registration Fee/ Charges, Stamp duty, and other applicable Charges for Registration of BBA	The Other Charges cannot be ascertained as of now and are payable at the time of "Possession Notice/ Offer of Possession" calculated / as applicable on actual/estimated basis on relevant point of time.
2.	Registration Fee/ Charges, Stamp duty and other applicable Charges for Registration of Conveyance/ Sale Deed	
3.	Electricity Meter Cost	
4.	Water Meter Cost	
5.	External Electrification Charge (EEC)	
6.	Advance Deposit for Operating and Running Cost for utility Services for one year	
7.	Maintenance Charges	
8.	Advanced Electricity Consumption Deposit (ACD)	
9.	External Services Charge (Electrical/Water/Sewerage etc.)	
10.	Power Back-up Charges	
11.	Any other charges, if applicable	

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Co-Applicant(s)

# MALL street

I / We the above applicant(s) do, hereby, declare that the above particulars given by me / us are true and correct and nothing material has been concealed therefrom. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter / Builder Buyer's Agreement, the terms and conditions whereof shall ipso-facto to be applicable to my / our legal heir(s), successors and / or nominee(s) as the case may be.

The detailed and complete terms of the said Builder Buyer's Agreement (including all the Plans, schedules, annexures, etc.) Governing the allotment pursuant to this Application is duly read and understood by me / us.

I / We, applicant(s) undertake to inform the LLP in writing of any change in my / our address or in any other Particular / information, given above, till the execution and registration of the conveyance / sale deed of the allotted shop, if allotted, is done in my/our name(s) failing which the particulars available in the application form shall be deemed to be correct and all the letters or any kind of communication sent at the aforesaid given address by the LLP, shall be deemed to have been received by me / us and shall not be subject to any dispute of any nature whatsoever. All cost / Expense till the execution and registration of the conveyance / sale deed shall be borne by the applicant(s).

#### Notes:

1. All Demand Drafts / Cheques are to be made in favour of "LION INFRADEVELOPERS LLP A/C -GV COMMERCIAL", Gurugram, Haryana.

The Payment could also be remitted through RTGS / NEFT and the relevant details of the LLP Bank account is as under:

- a) Account Name: LION INFRADEVELOPERS LLP A/C - MALL STREET
  - b) Account: 4447072569
  - c) Bank Name: KOTAK MAHINDRA BANK LIMITED,
  - d) IFSC Code: KKBK0004265,
  - e) Branch Address: G-1 and G-2, ATM - 1, Vipul Plaza, Sun City, Sector - 54, Gurugram-122 002, Haryana
2. Third Party remittances shall not be entertained and if otherwise received, the LLP shall not be held responsible towards any third party making payment / remittance on behalf of any Applicant(s) and such third party shall not have any right in this Application or allotment of the said Plot in any way and the Promoter shall be issuing the payment receipts in favour of the Applicant(s) only.
  3. Drafts / Cheques / RTGS are subject to realization. The date of clearance of Demand Drafts / Cheques / RTGS in the bank account of LLP shall be considered to be the date of payment.
  4. In case the Cheque is dishonoured due to any reason what-so-ever, the application would be treated as rejected ab initio and the allotment, if any, would stand cancelled forthwith and the LLP would not be under any obligation to give any intimation of such rejection / cancellation to the applicant(s).

Signature of Sole/First Applicant

Signature of Co-Applicant(s)



5. All amounts received from applicant(s) other than Resident Indian shall be from NRE / NRO / Foreign Currency accounts only.
6. Application shall be accompanied by photographs of applicant(s) and self-attested copies of PAN and Aadhar Card/Voter ID card/Passport/ Driving License etc.
7. No amount whatsoever has to be paid in cash directly or indirectly either to the LLP or its Employee(s) or its Agent(s) etc.
8. Applicant(s) has/have to specify its/their names, application number, allotted unit if any, address and project name on the back side of Cheque/ Demand Draft etc. and the LLP shall be deemed to have accepted such Cheque/Demand Draft etc. only after realization thereof.

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Signature of Sole/First Applicant

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Signature of Co-Applicant(s)





**FOR OFFICE USE ONLY**

1. Application Status: Accepted  Rejected
2. Payment Plan (Annexure – I) \_\_\_\_\_
3. Type of Bank Accounts: (Saving / Current / NRE / NRO / Foreign Nationals)
4. Mode of Booking: Direct/Channel Partner \_\_\_\_\_
5. Name of the Channel Partner: \_\_\_\_\_
6. Address of the Channel Partner: \_\_\_\_\_
7. RERA registration No. of the Channel Partner: \_\_\_\_\_
8. Contact Details of the Channel Partner: \_\_\_\_\_
9. Name of the LLP Sales Team Member: \_\_\_\_\_
10. Sales Head \_\_\_\_\_
11. Date of Submission of the Application Form: \_\_\_\_\_
12. Special Instructions/Remarks (if any): \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
Verified by

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Co-Applicant(s)



## SALIENT TERMS AND CONDITIONS OF THIS APPLICATION

1. The Applicant(s) has applied for the allotment of a Commercial Unit in the Commercial Complex under the name and style of **“Mall Street”** being developed on area admeasuring **0.468017 acres** which is the part and parcel of **“Green Valley”**, an affordable Residential Plotted Colony spread over land admeasuring 12.41875 acres, in the revenue estate of village Sohna, Tehsil-Sohna, Sector-35, Sohna, Distt. Gurugram, Haryana, being developed by the LLP with full knowledge and satisfaction of laws, notifications, terms and conditions, rules and regulations etc. as applicable to the Commercial Complex/Commercial Unit.
2. The Applicant(s) has fully satisfied himself/herself/itself about the interest and title of the LLP in the Said Land of the present project.
3. The Applicant(s) has fully examined and have satisfied himself about the nature of rights, title and interest of the LLP in the Commercial Complex, which is being developed / constructed by the LLP as per the prevailing bye-laws / guidelines of the Director, Town & Country Planning (DTCP), Chandigarh, Haryana, and / or any other concerned authority and has fully understood all limitations and obligations in this context thereof. The Applicant(s) further agrees and accepts to abide, by the terms and conditions of all the permissions, sanctions, directions etc. issued by DTCP, Chandigarh, Haryana, and/or by any other authorities in this regard, to the LLP.
4. All the applicable Government charges, rates, tax or taxes, statutory levies whatever name called payable in relation to land, sale of the Commercial Complex including but not limited to GST, Levies, Cess etc. whether levied now or in future, imposed by the Government or any other statutory authorities, shall be payable on demand and the Applicant(s) agree, accept to make said payments on demand without any demur/dispute. If such charges, taxes are not assessed separately; the same shall be paid by Applicant(s) on the basis as demanded by the LLP. In the event of any increase in such charges, taxes, levies or in the event of introduction of any other / fresh levy / Taxes / charges or any other charge by whatever name called by the Govt./authority(s); the difference so calculated shall be payable whether prospectively or retrospectively and even after the Conveyance / Sale Deed has been executed / registered, then these charges / taxes / levies etc. shall be solely paid by the Applicant(s) and upon failure to pay such charges/demands, the same shall be treated as unpaid sale price of the Commercial Unit and the LLP shall have the lien on the said unit of the Applicant(s) for recovery of such charges / taxes / levies etc. This clause shall survive post execution / registration of the Conveyance / Sale Deed to be executed / registered between the LLP and Applicant(s). The Applicant(s) have fully understood this clause and have agreed and accepted.
5. The Applicant(s) hereby agrees and accepts to make timely payment of Total Price of the unit as per the payment plan (Annexure - I) opted by the Applicant(s) based on the super area / carpet area , along with the other applicable charges, maintenance charges, Interest Free maintenance security (IFMS), other applicable security deposits such as electric connection deposit, electricity, water, sewer and storm water drainage connection charges, meter charges, testing and installation charges, power back-up charges and any other charges as may be demanded/communicated from time to time by the LLP to the Applicant(s). The Applicant(s) shall further be liable to pay any enhanced EDC, SIDC or any tax / charges including applicable taxes and any fresh incidence of taxes as

Signature of Sole/First Applicant

Signature of Co-Applicant(s)



may be levied by the government of Haryana / competent authority / central government, even if it is retrospective in effect, as and when demanded by the LLP, proportionately based on the super area of the unit. The Applicant shall further make payment of registration charges (including registration fee / charges of BBA), stamp duty and other incidental expenses as and when demanded by the LLP.

The Applicant has agreed to pay, over and above the Total Price, the applicable taxes, goods and services tax (GST) or any other statutory taxes, duties, charges, cess, levies etc. by whatever name called, on the present transaction, applicable as on date or imposed in future, even if the same is with retrospective effect.

6. The Applicant further understands and agrees that although every attempt shall be made by the LLP to adhere to the size, location, product mix and area of the unit, however, in the event there is any change in the location of the unit or product mix or variation in its size, area, applicable PLC or the Total Price agreed herein or other charges, as the case may be, shall either be payable or refundable in proportion to such variation without any interest thereon and no other claim, whatsoever, monetary or otherwise shall lie against the LLP in any manner whatsoever, by the applicant at the rate applicable for booking. The Applicant(s) hereby agree and unconditionally accepts the area increase/ decrease and undertakes to make due payments if any and would accept the adjustments upon decrease if any, unconditionally without any dispute of any nature whatsoever.
7. The Applicant(s) understands and agrees that the LLP shall develop the Project in accordance with the approved layout plan and building plans. However, if any alterations or modifications are required in such layout and building plans, whether by any statutory authority or as otherwise may be required for the betterment of the Commercial Complex, the Applicant(s) shall not have any objection to such changes, addition or alterations in the layout plan, building core, lobbies, common areas, service areas, elevations, massing, specifications, features, height, width, finishing (internal and external), materials to be used, electricity load, power etc. of the project as may be approved by DTCP or any other statutory authorities.
8. The LLP shall have the absolute right to make additional construction anywhere in the project, whether on account of increase in floor area ratio (FAR) or better utilization of the said land or any other reason whatsoever to the extent permissible by the government or competent authorities. The LLP shall have the absolute right to transfer such additionally constructed areas / units in any manner whatsoever as the LLP may in its absolute discretion deem fit. The LLP and the transferees of such additional construction shall have the same rights as the Applicant(s) with respect to the project including the right to be member of society / Condominium / association of unit owners to be performed and an equal right to use of the common areas and other common areas and other amenities of the project. The Applicant(s) further acknowledges that the developer shall have a right to raise additional construction upon and / or adjoining and / or in the vicinity of the Said Unit and the Applicant(s) shall have no objection to the same and the applicant will not claim any adverse rights to such construction.
9. The amounts received from the Applicant(s) shall be first adjusted towards interest on overdue instalments and then towards the overdue instalments or any other outstanding demand payable to the LLP and finally the balance, if any, would be adjusted towards the current dues / charges for which the payment is tendered

Signature of Sole/First Applicant

Signature of Co-Applicant(s)



10. The Applicant(s) understands and agrees that he / she / it shall not alienate / nominate / transfer / assign its rights / allotment in favour of any third party without obtaining 'No Objection Certificate' from the LLP as well as till payment of 30% of Total Price. However, the LLP may permit the transfer/assignment upon completion of payment of 30% of Total Price and subject to payment of transfer charges as may be decided by the LLP from time to time, compliance by the Applicant(s) of the applicable laws, rules, regulations and the direction of the LLP, government, competent authorities etc. including the liability for payment of tax, penalty or duties etc. or as the case may be. The transferee shall adhere to the terms and conditions of this application and builder buyer agreement. In case of non-compliance by the transferee, the Applicant(s) shall indemnify the LLP for losses suffered and the transfer will not be binding upon the LLP.

Further, the Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations / additions / deletions. Any change in the name(s) (including additions / deletions) of the Applicant(s), as registered with the LLP, will be deemed as transfer for the purpose of this Clause.

11. The LLP shall endeavour to offer the possession of the Said Unit within 36 months from the date of booking with a grace period of 6 months unless there is delay due to "force majeure" such as war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature, etc., explosions or accidents, air crashes and shipwrecks; strikes or lock outs, industrial dispute; lockdowns due to government regulation; non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever; war and hostilities of war, riots, bandh, act of terrorism or civil commotion, Court orders, Government policy / guidelines, NGT / any government department's / regulatory authority's action / inaction / or omission / decision affecting the regular development of the Commercial Complex. If the completion of the said Commercial complex is delayed due to the above conditions, then LLP is entitled to the extension of time for delivery of possession of the said Unit and the LLP shall not be held liable to pay any penalty / interest/ compensation etc. for such extended period. Further, the common areas shall be handed over to the association of allottees or the competent authority, (subject to formation of association of allottees) as the case may be, as provided under the Rules.
12. The applicant(s) shall before taking possession of the Said Unit, must clear all the dues towards the shop including Total Price, applicable PLC, if any, EDC / SIDC, Other Charges as applicable, interest on delayed payments, penalties, Maintenance Charges, IFMS etc. and have the Conveyance / Sale Deed against the Said Unit executed in his favour by the LLP after paying stamp duty, registration fee and other allied and incidental charges/expenses. . It is agreed by the Applicant(s) that the Maintenance Charges, as decided by the LLP / Maintenance Agency, would be payable by the Applicant(s) to the LLP / Maintenance Agency from the date of possession / deemed possession, whichever is earlier.
13. Notwithstanding any other provisions of this Application/Builder buyer's Agreement, the Applicant(s) hereby agrees that if it fails, ignores or negates to take the Possession of the Said Unit in accordance with Notice / offer of possession sent by the LLP, the applicant besides payment of maintenance charges, shall also be liable to any amount which the LLP has spent on holding the said unit from damages. The Applicant(s) also agrees to pay,

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Signature of Sole/First Applicant

Signature of Co-Applicant(s)



independent of above stated amounts, charges per month (“Holding Charges”) as may be decided by the LLP. The Holding charges shall be a distinct and separate charge and not related to any other charges/consideration as provided in this Application.

14. The Applicant(s) undertakes to become member of the association of allottees / society / Condominium in the Commercial Complex as may be formed by or on behalf of the allottees as and when required to do so and to pay the applicable fees thereof and complete such documentation and formalities as may be deemed necessary by the LLP.

The Applicant(s) shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers and agreement(s), as required, in pursuance to the allotment and to do all acts, deeds and things as LLP may require in the interest of the Commercial Complex and unit. In case of joint Applicant(s), any documents signed/accepted/acknowledged by the First Applicant shall be binding upon the other joint Applicants.

15. Earnest money shall mean 10% of the total price of Commercial Unit. In case Applicant(s), at any time opts for cancellation of the allotment, the LLP would cancel such Allotment after forfeiting 10% of the total price of the Said Unit constituting the Earnest Money, together with the interest on unpaid instalments and interest on delayed payments and invoiced tax(es)/unadjusted GST, thereafter the balance if any would be refunded. Applicant(s) hereby accepts and authorizes the LLP to forfeit, out of the amounts paid / payable by it, the earnest money as aforementioned together with the processing fee, any interest due or payable, any other amount of a non-refundable nature in the event of the failure of Applicant(s) to perform its obligations or fulfil all the terms and conditions mentioned in the Application form / Builder Buyer’s Agreement, Maintenance Agreement or by whatever name called and such other documents as may be required by the LLP to be executed by the Applicant(s).

16. The Applicant(s) hereby agrees to execute all the documents, including the Builder Buyer’s Agreement by whatsoever name called as per the LLP’s format as and when called upon to do so. In the event of failure of the Applicant(s) to sign and return the Builder Buyer’s Agreement etc. in its original form to the LLP within Seven days from the date of its receipt by the Applicant(s) and further not being turned up for registration of the said Builder Buyer’s Agreement within 30 days from date of request to do so, the LLP shall serve a notice to the Applicant(s) for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Applicant(s), then this Application, at the sole discretion of LLP, may be treated as cancelled / terminated and would be liable for deductions and charges as defined in clause hereunder. Consequently, the Applicant(s) shall be left with no right, interest or claim in the Said Unit and no compensation nor charges of any nature shall be paid/payable by the LLP to the Applicant(s).

However, after giving a fair opportunity to the Applicant(s) to get the Builder Buyer’s Agreement executed and registered, the Applicant(s) does not come forward or is incapable of executing and / or registering the same, then in such a case, the LLP has an option to forfeit ten percent of Booking Amount / Earnest Money.

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Signature of Sole/First Applicant

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Signature of Co-Applicant(s)



17. The applicant(s) shall use / cause to be used the said unit for commercial purpose only as defined as per the prevailing norms and approvals and sanctions provided by the statutory authorities and for no other purpose and further the Applicant(s) shall not conduct any illegal or immoral activities from or in the said Unit. The Applicant(s) further undertakes not to carry on any activity from and in unit, which creates nuisance or is illegal or contrary to the public policy or contrary to the interest of the collective owners / occupants of the Commercial Complex. The Applicant(s) shall not modify or alter the basic structure of the unit. The Applicant will not use the common areas or parking in a manner which may be illegal or nuisance to others. That the Applicant(s) confirms and assures the LLP that he has read and understood the Haryana Apartment Ownership Act, 1983, Real Estate Act, 2016 and other applicable Acts / Rules and the implications thereof in relation to the Commercial Complex and the Applicant(s) further confirms that he shall comply, as and when applicable and from time to time, with the provisions of any other law(s) dealing with subject matter of this Application / unit.
18. The Applicant(s) understands and agrees that submission of this signed Application Form and payment of the Booking Amount / Earnest Money shall neither constitute a right to allotment of the said unit nor shall it create or result in any obligations on the LLP towards the Applicant(s). This Application is a mere request by the Applicant(s) for the allotment of the said unit and the LLP reserves its right to accept or reject this Application without assigning any reason whatsoever. The LLP can refund the Application Money, without any interest or any other compensation of any nature whatsoever, within thirty days of such rejection. The LLP shall be fully discharged of all its obligations upon making the refund of such Booking Amount as above and the Applicant(s) thereafter shall have no right, claim or interest of any nature against the Application / Allotment / Unit / Commercial Complex / LLP. The Applicant(s) specifically agrees that the allotment of the Said Unit shall be subject to the terms and conditions of this Application and Builder Buyer's Agreement.
19. The structures comprising of the project, including the building in which the Said Unit is located may be insured against fire, earthquake, riots and civil commotion, terrorism, etc. by the LLP / maintenance agency on behalf of all owners of the Commercial Complex and the proportionate cost thereof shall be payable by the Applicant(s) according to the pro-rated super area of the unit. However, all the belongings, fixtures and valuables whatsoever of the Applicant(s) contained in the Said Unit shall be insured by the Applicant(s) at its own cost. The cost on insuring the building structure shall be recovered from the Applicant(s) as a part of total maintenance charges by the maintenance agency and the Applicant(s) hereby agrees to pay the same. The Applicant(s) shall not do or be permitted to do any act or thing which may render void or voidable the insurances of any unit or any part of the construction/buildings compromising the Commercial Complex or cause increase in the premium to be paid in respect thereof in which event the Applicant(s) shall be solely responsible and liable .
20. The Applicant agrees that in case the LLP is unable to deliver the Said Unit to the Applicant(s) for its occupation and use due to
  - (a) Any legislation, order, or rule or regulation made or issued by the government or any other authority.
  - (b) If any competent authority refuses delays, withholds, denies the grant of necessary approvals for the project for any reason whatsoever or

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Signature of Sole/First Applicant

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Signature of Co-Applicant(s)



- (c) If any matter issues relating to such approvals, permission, notices, notifications by the competent authority (ies) become subject to any suit/writ before a competent court; then LLP may delay the project without any objection from the Applicant(s) or its option cancel the allotment of the Said Unit in which case, LLP shall only be liable to refund the amounts received from the applicant without any interest and compensation whatsoever within 90(ninety) days of such cancellation.
21. Timely payment of instalments of total price and applicable Other Charges pertaining to the Said Unit is the essence of the terms of the allotment. The Applicant(s) shall be liable to pay interest at the rate prescribed according to the RERA guidelines / in the Rule 15 of HRERA Rules, 2017 on all delayed payments for the period of delay. However, in the event of breach of any of the terms and conditions of the allotment by the Applicant(s), the allotment will be cancelled at the discretion of the LLP and the Earnest Money together with the interest on delayed payments, brokerage and unadjusted GST shall stand forfeited. The balance amount if any, shall be refunded to the applicant(s).
22. The LLP shall also be entitled to and hereby reserves its rights to cancel the allotment/terminate this Application/Builder Buyer's Agreement in the manner described above, in case in the opinion of the LLP,
- (a) The allotment of unit has been obtained through misrepresentation and concealment or suppression of any material fact, or
- (b) The Applicant(s) has violated or violates any of the directions issued, rules and regulations framed by the LLP / the maintenance agency or by any statutory body or competent authority(ies) / Department(s)
23. The Applicant(s) shall furnish his / her / their complete and correct address to the LLP at the time of submitting the Application Form. In case, there are joint applicants, all communications to be sent by the LLP to the Sole / First Applicant and at the address given by him / her which for all purposes, shall be considered as duly served on all the Applicant(s) and no separate communication shall be sent to other named Applicant(s).
- It shall be his / her / their responsibility to inform the LLP in writing by Registered AD letter for any change in their Correspondence or Permanent Address. Failing which, all demand notices and letters posted at the correspondence address as mentioned above shall be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. All interest accrued during such delay would be borne by Applicant(s) and Applicant(s) agree and accept to pay for such accrued interest.
24. The Applicant(s) undertakes to abide by and comply with all Bye laws, laws, rules and regulations including the Shops and Commercial Establishment Act applicable in the state of Haryana, or any other law as may be made applicable to the said Unit and the said Commercial Complex. Any lapses on account of this if results in any financial implications that would be liable to Applicant's account.
25. Loans from financial institutions to finance the Said Unit may be availed by the Applicant(s). However, if a particular Institution / Bank refuses to extend financial assistance on any ground; the Applicant(s) shall not make such refusal

Signature of Sole/First Applicant

Signature of Co-Applicant(s)



an excuse for non-payment of further instalments / dues. In case there is delay in processing the Loan from the bank side due to any reason what-so-ever and consequently the payments of instalments are delayed by the Applicant(s) to the LLP, the Applicant(s) agrees and accepts to make the payment of accrued interest to the LLP, unconditionally. Further in case of default in repayment of dues of the financing institution or bank by the Applicant(s), the Applicant(s) shall authorize the LLP to cancel the allotment and repay the amount received till that date after deduction of charges, taxes if any, etc. directly to financing institution or bank on receipt of such request from financing institution or bank without any reference to the Applicant(s). Applicant(s) undertakes to pay any remaining outstanding amount after such refund.

26. The Applicant(s) shall have no objection in case the LLP creates a charge on the Commercial Complex / the Said Land during the course of development of the Commercial Complex for raising loan from any bank/financial institution. However, such charge, if created, shall get vacated before handing over the possession of the Said Unit to the Applicant(s). That the Applicant(s) expressly agrees that the LLP shall have the first lien and charge on the Said Unit for all the dues and other sums payable by the Applicant(s) to the LLP under the terms hereof.
28. Detailed terms and conditions shall form integral part of the Builder Buyer's Agreement which the Applicant(s) shall execute and register with the Competent Authority. The Applicant(s) specifically understands and agrees that upon execution of the BBA, the terms and conditions as set out in the BBA shall supersede the terms and conditions as set out in this Application Form.
29. To settle any confusion regarding any matter herein or anything being not covered / clarified herein, it is agreed by the Applicant(s) that reference shall be made to the detailed terms of the Allotment Letter / Builder Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the Applicant(s).
30. The Applicant(s) shall indemnify and undertake to keep the LLP, its Partners, representatives, assignees and nominees saved, indemnified and harmless from and against all losses, damages, liabilities and consequences resulting from non-payment, non-observance or breach in any manner by the Applicant(s) of any law representation, covenants, conditions, warranties and undertaking of the Applicant(s).
31. As per the provisions of the Income Tax Act, 1961, where Total Price of the said unit exceeds Rs. 50 Lakh, the Applicant(s) is required to comply with the provisions of Section 194 IA (effective from 1st June, 2013) by deducting TDS @1% from each instalment/payment and deposit the TDS amount with the Government treasury within 7 days of the end of the month in which the deduction is made. The Applicant(s) shall without fail within 30 (thirty) days from the date of payment of each instalment amount, provide a duly signed copy of the TDS Certificate (Form 16B) and Challan to the LLP. In the event the Applicant(s) fails to deposit the TDS amount with concerned authority within stipulated period or fail to furnish to the LLP the duly signed copy of the TDS certificate within the period specified herein, then in such events, the Applicant(s) shall be liable to bear all the consequences as per the Income Tax Act as applicable vis-à-vis such non-payment of TDS.

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Signature of Sole/First Applicant

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Signature of Co-Applicant(s)





32. The LLP assures that in case of any structural defect or any other defect in workmanship, quality or provision of services, the provisions of Section 14 (3) of the RERA shall be applicable.

However, the LLP shall not be liable for any damages caused due to normal wear and tear or any such structural/ architectural defect induced by the Applicant(s) by means of carrying out structural or architectural changes, misuse, illegal or improper construction/ changes from the original specifications/ design.

Further, the Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise due to carrying out such structural or architectural changes, misuse, illegal or improper construction/ changes from the original specifications/ design and undertakes to indemnify the LLP/ other allottee/ any other person concerned for losses suffered on this account.

33. That in the event of any dispute arising out or touching upon or in relation to the terms and conditions of this Application/ Builder Buyer's Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be resolved through Conciliatory Process. The LLP representative will ask the Applicant(s) in case they have any grievances to sit with the other representative to resolve the dispute in an amicable manner. The said process will be mandatory. At least, 30 days' period would be given for resolving the dispute amongst the parties. In case, the dispute is not resolved amongst the parties through conciliatory mode, the aggrieved party may opt the appropriate legal remedy in accordance with law and the same shall be subject to jurisdiction of courts at Gurugram alone.

**Declaration:**

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given are binding in nature and are also indicative of the terms and conditions of the BBA which shall be comprehensively elucidated and delineated therein. I/we am/are fully conscious that it is not obligatory on the part of the LLP to send any reminder/notice in respect of my/our obligations as set out in this application and as may be mentioned in the BBA and I/we shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein or as may be contained in the BBA. The LLP has readily provided all explanations and clarifications to me/us as sought by me and after giving careful consideration to all facts, terms and condition; I/we have now signed this Application Form and paid the booking amount fully aware and conscious of my/our duties, liabilities and obligations. I/we further undertake and assure the LLP that in the event of rejection of the application and/or cancellation of my/our provisional booking or allotment, I/we shall have no right, interest or lien on the Commercial Unit, applied for and/or provisionally/finally allotted to me/us in any manner whatsoever.

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Signature of Sole/First Applicant

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Signature of Co-Applicant(s)

To

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

**M/s LION INFRADEVELOPERS LLP**

TSF 01-08, Second Floor, Tower – B,  
Ocus Technopolis, Golf Course Road,  
Sector-54, Gurugram – 122 011 (Haryana)

**Sub: License No. 23 of 2019 Dated 20.02.2019 -No Objection for revision in Layout / Building Plans for the Commercial Complex named “Mall Street” situated in the revenue estate of Village- Sohna, Tehsil – Sohna, Sector – 35, Sohna, Gurugram, Haryana**

Dear Sir,

This is with reference to the above-mentioned Project. I / We am / are Applicant(s) of unit No. \_\_\_\_\_ admeasuring approx. \_\_\_\_\_ Sq. Ft. on \_\_\_\_\_ floor in the above-mentioned Project being developed by the LLP.

I/We agree that the LLP shall have the absolute right to make additional constructions on the Land anywhere within the Project including construction of additional floors within the Project, whether on account of increase in Floors Area Ratio(FAR), increase in licensed land area for the Project, addition of adjacent licensed area , availability of Transferable Development Right(TDR) as per rules in vogue, additional FAR for green features in the Building/Project, green rating from an accredited assessment agency or better utilization of the land or for any other reason to the extent permitted by the DTCP or any other Competent /Governmental Authority and shall have the absolute and unfettered right to lease , sell, mortgage or transfer such additional constructed area in any manner as the LLP may in its absolute and sole discretion deem fit. I / WE understand that the facilitating such additional construction, there may be change in layout of the Project to which I / WE shall have no objection. The LLP and each of the transferees of such additional constructions shall have the same right as me /us with respect to Project including the right to be a member of any association/condominium of unit owners as may be formed under the Haryana Apartment Ownership Act, 1983 (including any amendments / modifications thereof), and the right to undivided and unopposed use of the Common Area and facilities of the Project. I / We have been made aware by the LLP that the LLP has been applying /applied for revision of Layout /Building Plans for the said project before the competent authorities. I / We have No Objection with regard to the resultant increase in the area, units height, number of floors, ground coverage, green areas, parking area etc. and any other changes as required as per the said revision of layout/Buildings plans in the said Project as well as if any additional Tower is constructed on this Commercial Complex namely “Mall Street”, due to the same.

In addition to the above, I / We have also no objection with regard to revision of Layout /Building plans to the said Project with /without increase in FAR (Floor Area Ratio).

I/We have seen the revised Building Plans to be submitted for the above changes.

Thanking you

Yours faithfully

Signature:

Name of the Allottee/s: \_\_\_\_\_

Application Form No. \_\_\_\_\_

## ACKNOWLEDGEMENT

Received an application from Mr./Ms.

S/W/D/o Mr. \_\_\_\_\_ and Mr./Ms \_\_\_\_\_

S/W/D/o Mr \_\_\_\_\_ for allotment of a Commercial Unit No. \_\_\_\_\_, in the Project named as "Mall Street" (Commercial Complex) proposed being developed by **Lion Infradevelopers LLP (LLPIN: AAC-1940)**, located in the revenue estate of Village- Sohna, Tehsil- Sohna sector-35, Sohna, Gurugram, Haryana, licensed under Deen Dayal Jan Awas Yojna, 2016 of Government of Haryana, along with booking amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) vide Demand Draft/Cheque/RTGS no. \_\_\_\_\_ drawn on \_\_\_\_\_ BANK.

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

### Notes:

1. This receipt is subject to the detailed terms & conditions mentioned in the Application Form, Allotment Letter and Builder Buyer's Agreement.
2. This receipt is non-transferable without written consent of the LLP.
3. This receipt is subject to realization of DD/Cheque/RTGS.
4. The date of payment shall be the date of credit of funds in the bank account of **Lion Infradevelopers LLP**  
**A/c - MALL STREET**



**ANNEXURE I**

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Signature of Sole/First Applicant

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Signature of Co-Applicant(s)

# MALL street

A Project by



LION INFRA DEVELOPERS

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