

M3M India Limited
Application Form for Allotment of a Residential Apartment
In “M3M GOLF ESTATE” Group Housing Colony, Sector 65, Gurgaon, Haryana

Application No.: _____

Date: _____, 20____

M3M India Limited
6th Floor, Tower “B”
Paras Twin Towers
Sector 54, Golf Course Road
Gurgaon-122 002
Haryana.

Dear Sirs,

I request that I may be allotted an apartment tentatively admeasuring a Super Area of approx. _____ sq. ft. (_____ sq. mtrs.) (“Apartment”) in the Group Housing Colony known as “**M3M GOLF ESTATE (“Project”)** planned to be constructed on the land located in Sector 65, Gurgaon, Haryana, (“**Project Land**”) under the Down Payment Plan [], Construction-Linked Plan [], Other Plan _____ [] that I have opted.

I have paid the sum of Rs. _____ (Rupees _____ only) vide Cheque/Demand Draft No. _____ dated _____ drawn on _____ (“**Booking amount**”) towards the provisional booking of an Apartment.

In the event the Company agrees to allot an Apartment to me, I agree to pay the further installments of the Total Consideration as per the Payment Plan based upon the Super Area of the Apartment so allotted and all other dues, charges, duties and taxes including fresh incidence of tax, if any, that may be levied by the Government/any statutory/competent authority as well as in terms of the Apartment Buyer's Agreement (“**Agreement**”) and the Payment Plan that I have opted for and which has been explained to me by the Company.

I understand that this application does not constitute an agreement to sell for an Apartment and I do not become entitled to the allotment of an Apartment notwithstanding that the Company may issue its receipt in acknowledgement of the booking amount. I hereby confirm and agree that it is only after I have executed the necessary documents, including the Agreement in the Company's standard format thereby agreeing to unconditionally and without qualification abide by the terms and conditions therein that the allotment of the Apartment shall become conclusive, final and binding. I confirm and undertake that upon issuance of the allotment letter by the Company allotting an Apartment in the Project, I shall be bound to purchase the same and to execute the necessary documents, including the Agreement, as stated herein. I am making this application with the full knowledge that the Company, along with its associate companies, is in the process of developing the Project and would make the allotment of an Apartment in due course of time subject to availability.

I hereby agree to abide by the terms and conditions of this application including those relating to payment of the Total Consideration and other charges, forfeiture of earnest money as provided for herein and execution of necessary documents including the Agreement.

× Signature of the Applicant

Note: The word “Applicant” as used in this application form means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be.

My/our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr./Ms./M/s. _____

S/W/D of _____

Nationality _____

Age _____ years; Profession _____

Status: Resident/Non-Resident/Foreign National of Indian Origin _____

Income-tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Ward/Circle/Special range and place where assessed to Income-tax _____

Mailing Address: _____

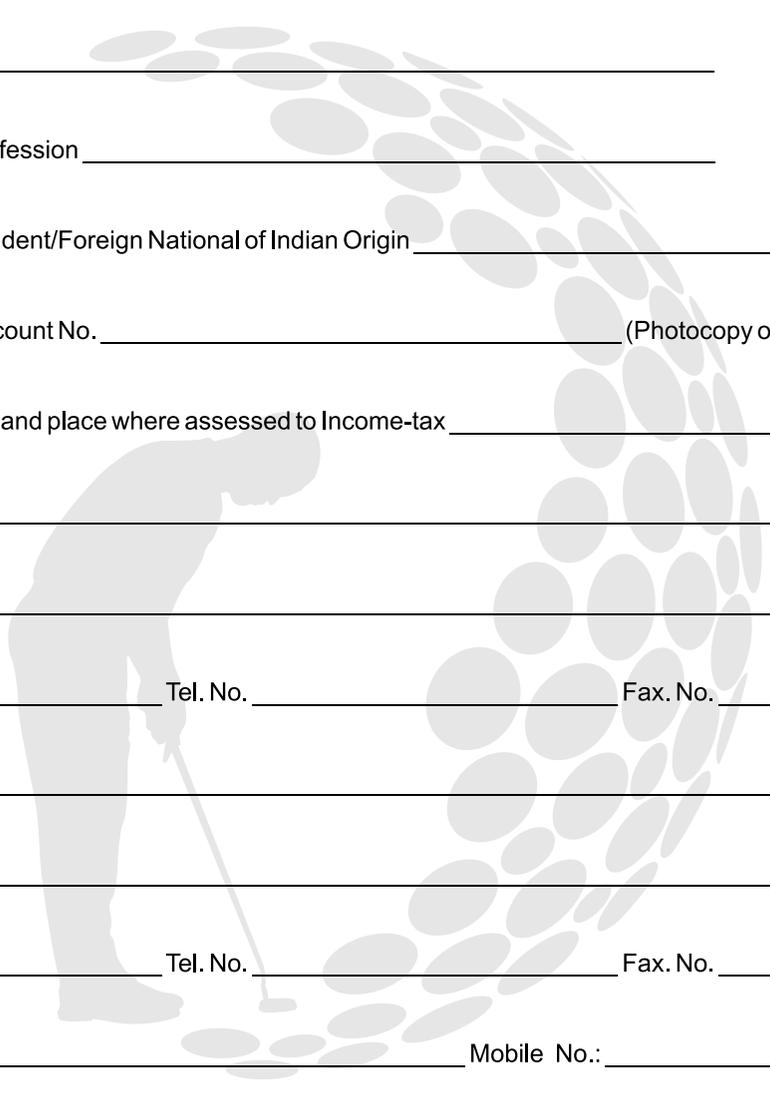
PIN Code: _____ Tel. No. _____ Fax. No. _____

Permanent Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____

Please affix your photograph here and sign across it



× Signature

2. SECOND APPLICANT

Mr. /Ms. /M/s. _____

S/W/D of _____

Nationality _____

Age _____ years; Profession _____

Status: Resident/Non-Resident/Foreign National of Indian Origin _____

Income-tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Ward/Circle/Special range and place where assessed to Income-tax _____

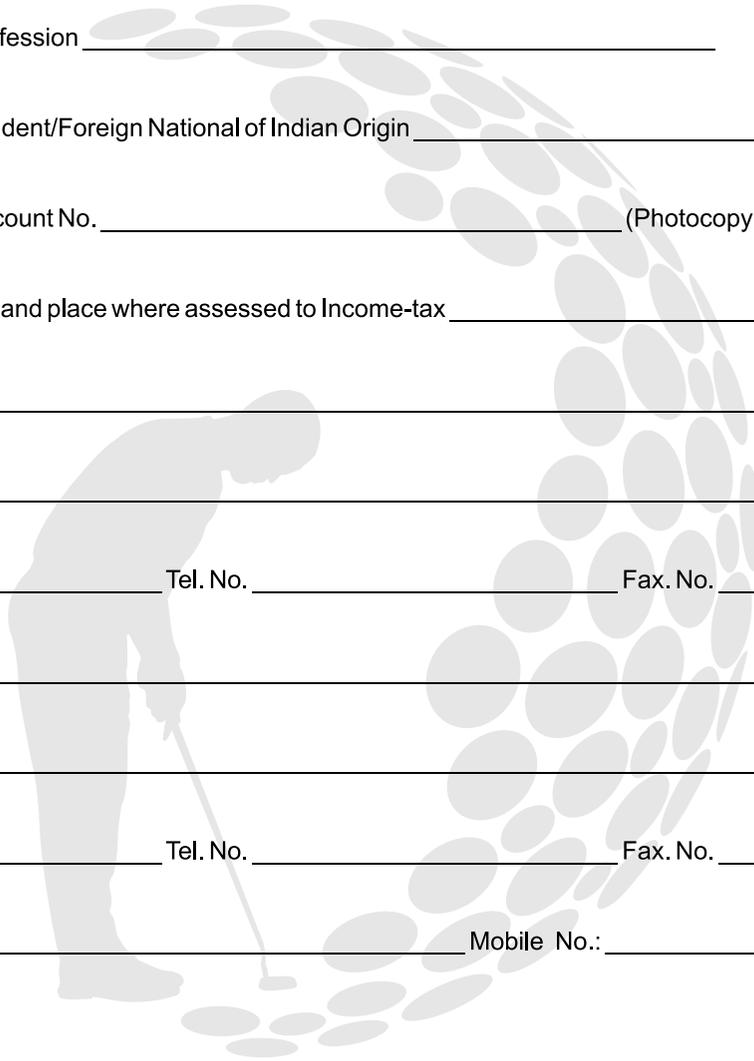
Mailing Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

Permanent Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____



× Signature

3. THIRD APPLICANT

Mr. /Ms. /M/s. _____

S/W/D of _____

Nationality _____

Age _____ years; Profession _____

Status: Resident/Non-Resident/Foreign National of Indian Origin _____

Income-tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Ward/Circle/Special range and place where assessed to Income-tax _____

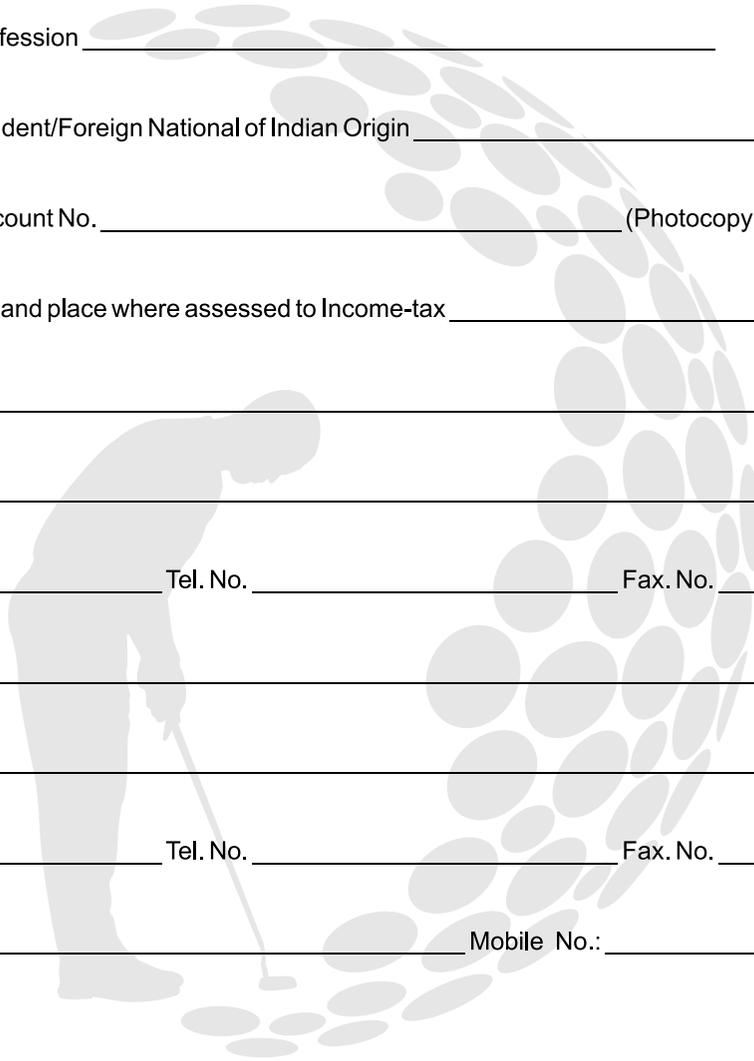
Mailing Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

Permanent Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____



× Signature

{for additional applicants use separate sheet(s)}

4. APARTMENT IN “M3M GOLF ESTATE” SECTOR-65, GURGAON, HARYANA

Type: _____ Apartment No.: _____

Floor No.: _____ Tower No.: _____ in M3M Golf Estate Fairway _____

Super Area of the Apartment _____ sq. ft. _____ sq. mtrs. (approx.)

A. Basic Sale Price (BSP) Rs: _____ per sq. ft. of Super Area

B. Preferential Location Charges (PLC):

i) @ Rs. _____ per sq. ft. of the Super Area for _____

ii) @ Rs. _____ per sq. ft. of the Super Area for _____

iii) @ Rs. _____ per sq. ft. of the Super Area for _____

iv) @ Rs. _____ per sq. ft. of the Super Area for _____

C. Mandatory Car Parking Space Charges: Rs. _____ for _____ number of car parking spaces

D. External Development Charges (EDC) + Infrastructure Development Charges (IDC): Rs. _____ per sq. ft. of Super Area

E. Community Club Membership Charges: Rs. _____

F. Interest Free Maintenance Security (IFMS): Rs. _____ per sq. ft. of Super Area.

G. Any other charges: Rs. _____

5. PAYMENT PLAN: Down Payment Plan [] / Construction-Linked Payment Plan [] / Other Plan _____
_____ []

Note: All Payments are to be made by A/C Payee Cheque/Demand Draft payable at New Delhi/Gurgaon only drawn either in favor of “**M3M India Ltd. A/C GOLF ESTATE FAIRWAY WEST**” (or through an interbank electronic transfer to Account No. 910020042510668, IFSC Code UTIB 0000056) OR “**M3M India Ltd. A/C GOLF ESTATE FAIRWAY EAST**” (or through an interbank electronic transfer to Account No. 910020042453138, IFSC Code UTIB 0000056) as applicable at AXIS Bank Ltd. having its office at Suncity, Sector 54, Golf Course Road, Gurgaon-122002.

NOTE: All payments towards BSP, EDC, IDC, PLC IFMS, community club membership, other statutory charges or any fresh incidence of tax, maintenance or any other charges shall be payable by the Applicant as and when demanded by the Company or its nominated maintenance agency.

Stamp Duty, Registration Charges, miscellaneous incidental expense and documentation charges shall be extra and shall be payable by the Applicant.

6. CHANNEL PARTNER'S NAME & ADDRESS: _____

Channel Partner's Seal and Signature

7. DECLARATION

I, the Applicant, hereby affirm and declare that the above particulars/information is true and correct and nothing has been concealed therefrom. I hereby further confirm that I have read and understood the terms and conditions as contained herein and accept and undertake to unconditionally abide by the same.

Yours faithfully

Date: _____

Place: _____

× Signature of the Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name: _____ Signature: _____ Date: _____

1. ACCEPTED / REJECTED

Apartment No.: _____ Floor No.: _____

Tower No.: _____ in M3M Golf Estate Fairway _____

Super Area: _____ sq. ft. (approx.) _____ sq mtrs. (approx.)

2. Basic Sale Price (BSP) Rs. _____ per sq. ft. (_____ per sq mtrs) of the Super Area

3. Preferential Location Charges: Rs. _____ per sq. ft. of the Super Area of the Apartment.

4. Payment Plan: Down Payment [] / Construction Linked [] / Other Plan _____ []

5. Payment Received vide Cheque/Demand Draft No. _____ dated _____ for Rs. _____ (Rupees _____) only towards Booking Amount out of the Applicant's NRE/NRO/FC/ SB/CUR Account.

6. Provisional Booking Receipt No.: _____ dated _____

7. Type of Booking: Direct/through Channel Partner

8. Remarks:

Cleared by stock on _____

Authorized Signatory

Date: _____

Place: _____

Signature

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THE APPLICATION FOR ALLOTMENT OF AN APARTMENT IN “M3M GOLF ESTATE”, SECTOR-65, GURGAON, HARYANA

The terms and conditions given hereunder are indicative and are given with a view to broadly familiarize and acquaint the Applicant with the terms, conditions and provisions as more comprehensively set out in the Agreement to be executed between the Applicant and the Company.

1. The Applicant has applied for the Apartment with full knowledge and understanding of all the laws/ notifications and rules as are applicable to the Project which also have been duly explained by the Company and understood by the Applicant.
2. The Applicant is satisfied about the rights, interest and title of the Company to sell and market apartments in the Project and the rights, interest and title of the Company/Associate Company in the Project Land on which the Project is being planned for development and has understood all the limitations, restrictions, requirements and obligations in respect thereof. The Applicant agrees that no further investigations shall be required by the Applicant or any objection raised in this respect at any time after submitting this application.
3. The Company may by itself or through a Maintenance Agency that it may nominate for such purpose provide maintenance services within the Project, subject however to regular and timely payment of maintenance and allied charges/deposits required to be made by the Applicant. The liability to pay maintenance charges shall commence from the date of offer of possession of the Apartment by the Company in its notice to the Applicant for such possession regardless of the actual possession or occupation of the Apartment and irrespective of whether the Applicant uses the maintenance services or not.
4. The Applicant shall execute the Agreement and a separate maintenance agreement, either with the Company or with its nominated maintenance agency, in the standard formats of the Company and such other documents as and when required by the Company along with declarations and undertakings contained therein. The Applicant accepts that the execution of the maintenance agreement shall be a condition precedent to the execution of the Conveyance Deed for the Apartment.
5. The Applicant shall make the payment of the BSP, EDC, IDC, PLC, community club membership fee, IFMS, maintenance charges and any other charges on a Super Area basis with respect to the Apartment as per as the Payment Plan or as may otherwise be communicated by the Company from time to time. The Applicant shall further be liable to pay any enhancements in EDC, IDC or any tax/charges including any fresh incidence of tax as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Company on the Super Area of the Apartment. The Applicant shall further make payment of registration charges, stamp duty and other incidental expenses as and when the Conveyance Deed is executed by the Company.
6. The Applicant has understood that the BSP along with EDC, IDC, car parking charges, and applicable PLC, shall constitute the “**Total Consideration**” for the Apartment.
7. The Applicant shall also pay, as and when demanded by the Company, the pro-rata share of any Value Added Tax (VAT), Service Tax, General Service Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Apartment.
8. The Applicant hereby agrees that due performance of all the obligations under this Application including the timely payment of the Total Consideration and other applicable dues and charges under the Payment Plan shall be the essence of this Application. The Applicant shall also be liable to make timely payment of maintenance charges as and when demanded by the Company/ nominated maintenance agency. If the Applicant neglects, omits, ignores, or fails in

the timely performance of the obligations agreed and stipulated herein for any reason whatsoever or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Applicant by the respective due dates for such payments, the Company shall be entitled to cancel the allotment and terminate this Application/Agreement and forfeit the Earnest Money at its sole discretion.

9. The Applicant understands that the car parking spaces shall be an integral part of the Apartment and cannot be transferred independent of the Apartment. Any additional parking spaces may be allocated upon request on a first-come-first-served basis but at the sole discretion of the Company, subject to availability and upon payment of such charges as may be decided by the Company. The Company's decision in this regard shall be final. The Applicant agrees that parking spaces allocated to the Applicant shall not be a part of the Common Areas and Facilities of the Project for the purpose of Declaration to be filed by the Company under the Haryana Apartment Ownership Act, 1983, or any applicable Acts/Rules.
10. The Company is in the process of developing the Project in accordance with the provisions as laid down by the competent/statutory authorities and which provisions have been explained to and understood by the Applicant.
11. The Company may construct at its own cost and expense community club(“**Club/s**”) which, at the sole discretion of the Company, may be transferred to any third party to own, operate, manage and maintain and on such terms and conditions as the Company may agree with such third party at its sole discretion. The Applicant's right to use such Club/s shall at all times be contingent upon payment of membership fees and other charges of such Club/s as well as upon observance of all rules, byelaws, terms and conditions as may be intimated by the Company or such third party in relation to such Club/s.
12. 15% of the Total Consideration, exclusive of EDC and IDC, charged on the Super Area of the Apartment shall constitute the “**Earnest Money**”. In the event of failure of the Applicant to perform its obligations or to otherwise fulfill the terms and conditions of this Application/Agreement, the Company may cancel the allotment of the Apartment and forfeit the Earnest Money and other amounts due and payable to the Company including any interest accrued on delayed payment installments, late payment charges and any brokerage/commission/margin that may have been paid by the Company to a Channel Partner (in case the Application is made through a Channel Partner) and thereafter, refund the balance amount, if any, from the sale proceeds of the further sale/resale of the Apartment, without any interest or any other compensation of any nature whatsoever. Upon such cancellation, the Applicant shall be left with no right, title, lien or interest over the Apartment and the parking spaces in any manner whatsoever.
 - a) In the event the Applicant fails, neglects and/or otherwise delays payment of installments and other dues and charges then, notwithstanding the Company's right to cancel the allotment of the Apartment at its sole discretion at any time after such default in any payment occurs, the Company may, at its sole option and discretion, waive such failure, neglect and/or delay in any such payment upon the condition that the Applicant, over and above the outstanding payment, shall also pay interest on the payment due at simple rate of interest of 24% per annum applied for the period reckoned from the due date of such payment till the date the payment is realized by the Company.
 - b) In case the Applicant withdraws the Application at any point of time, the Company, at its sole discretion, may cancel the allotment after forfeiting the Earnest Money and other charges and dues as may be due and payable to the Company and shall refund the balance amount, if any, from the sale proceeds of the further sale/resale of the Apartment, to the Applicant without any interest or compensation.
13. The Company shall adjust any payment received from the Applicant first towards statutory levies and then towards interest on overdue payment installments, thereafter towards overdue installments or any other outstanding demand and finally the balance, if any, towards the current payment installment or current dues..

14. The Conveyance Deed of the Apartment shall be executed only where full payment of the Total Consideration has been made, the Payment Plan has been fulfilled and no other dues/charges remain due to the Company. In all other cases where full payment of the Total Consideration has not been made or the Payment Plan has not been fulfilled or any dues/charges remain unpaid, the Conveyance Deed shall not be executed until all such payments, charges and dues have been fully paid to the Company.
15. For any transfer before execution of the Conveyance Deed, the Company shall charge an administrative fee, as may be decided by the Company, and the transfer shall be effected in a manner and as per procedure as may be formulated by the Company. The Applicant and the transferee will be required to submit such necessary documents in the formats as may be required by the Company for such transfers.
16. The Applicant shall resolve complaints, if any, with regard to construction or quality of workmanship of the Apartment prior to assuming possession after which all such claims shall be deemed to have been settled or waived by the Applicant.
17. The Applicant agrees and undertakes not to modify the Apartment/any structure or raise any construction within the Apartment or otherwise encroach upon or occupy any common area or any other area outside the Apartment. The Applicant shall not use the Apartment or permit the same to be occupied or used for any purpose other than residential as sanctioned by the Director General, Town and Country Planning (“DGTCP”) and shall not cause nuisance to other residents or use the Apartment for any unlawful, illegal or immoral purposes.
18. The Applicant shall keep the Company advised about the latest postal address failing which all demands/notices shall be deemed to have been delivered and served upon the Applicant at the address last recorded by the Company. The Applicant shall remain liable for any default in payment and/or other consequences that might accrue due to any change in postal address. It is hereby clarified that in case of Joint Applicant(s), all notices and other communications shall be sent by the Company in the name and at the address of the person first-named as the Applicant in the Application Form or as otherwise communicated to the Company and each of such notice and communication shall for all purposes be considered to be delivered and served upon all other applicants. No separate notice/communication will be sent to any of other joint applicant.
19. The Company shall not be responsible or liable to any third party making payments or remittances to the Company on behalf of the Applicant and such third party shall not have any right or claim in this Application/Agreement. The Company shall issue its payment receipts only in favor of the Applicant and shall communicate only with the Applicant. The Applicant shall alone be directly and completely responsible and liable for any such payment/remittance that the Company may receive from any third party.
20. Allotment of an Apartment is entirely at the discretion of the Company which retains its right to reject any application without assigning any reason.
21. The Applicant hereby agrees and confirms that the Company is in the process of developing the Project in accordance with the Project layout plan and buildings 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 in the best interest of development of the Project, the Applicant shall have not have any objection and undertakes to abide by any such change as may be approved by the DGTCP or any other competent statutory authorities. While every attempt shall be made by the Company to adhere to the location and to the Super Area of the Apartment, in the event there is any change in the Apartment's location or if there is a variation in its Super Area to the extent of 10% increase/decrease, the applicable Total Consideration agreed herein, as the case may be, shall either be payable or refundable in direct proportion to such variation without any interest thereon and at the BSP mentioned herein.

22. In the event any increase or decrease in the Super Area of the Apartment is greater than 10% at any time prior to execution of the Conveyance Deed and such increase is not acceptable to the Applicant, every attempt shall be made to offer an alternate apartment of a similar size within the Project subject to availability. In the event that such an alternate apartment is available and the Applicant accepts such alternate apartment, the applicable Total Consideration resulting due to such changed location/Apartment shall be payable or refundable, as the case may be, at the BSP mentioned herein. No other claim, monetary or otherwise, shall lie against the Company.
23. In the event the Applicant does not accept such alternate apartment and if there is no other apartment of a similar size at another location within the Project, the Applicant shall be refunded the amounts received against the Total Consideration within Thirty (30) days of the subsequent sale of the Apartment without deduction of Earnest Money. No other claim, monetary or otherwise shall lie against the Company. Further, it is agreed that the Applicant shall have no objection to nor shall there be any claim or lien on the Apartment for its subsequent sale regardless of the Applicant accepting or declining the alternate apartment.
24. It is possible that on account of any change in the layout or building plans or for any other reason, when constructed, the Project may not include the Apartment allotted to the Applicant. In such an event, the Applicant shall be offered a similar apartment at an alternate location within the Project. However, in the event there is no alternate apartment available or if available, is not acceptable to the Applicant, the Total Consideration received against the Apartment shall be refunded along with simple interest at the rate of Nine Percent (9%) per annum from the date of receipt of each payment from the Applicant and such refund shall be made within a period of Ninety (90) days. No other claim, monetary or otherwise, shall lie against the Company.
25. The allotment letter issued by the Company shall be binding upon the Applicant and the Applicant hereby agrees to execute all necessary documents, including the Agreement, as stated herein and upon execution, the terms and conditions as elucidated and encapsulated in such Agreement shall supersede the terms and conditions as set out in this Application or in any other communication in this regard prior to the date of the Agreement. If, however, the Applicant fails to execute necessary documents, including the Agreement, within the time stipulated by the Company, then this Application, at the Company's discretion, may be treated as cancelled and the Earnest Money may be forfeited. Consequently, the Applicant shall be left with no right, interest or claim in the Apartment and no compensation, interest or any cost as a result of such cancellation shall be payable in this regard.
26. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Apartment subject to the Apartment being free of any encumbrance at the time of execution of the Conveyance Deed. The financial institution/bank shall always have the first lien/charge on the Apartment before execution of Conveyance Deed for all its dues and the Company shall have the first lien/charge on the Apartment for all sums payable by the Applicant in respect of the Apartment.
27. The Applicant shall indemnify and keep harmless the Company, its directors, officers, agents and representatives, against any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of any of the covenants and conditions by the Applicant as mentioned in the Application/Agreement.
28. An Applicant who is a non-resident/foreign national of Indian origin agrees to abide by the provisions of Foreign Exchange Management Act, 1999, or statutory enactments of amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable Law . The Company accepts no direct or indirect responsibility or liability in this regard.
29. The Applicant has confirmed having read and understood the Haryana Apartment Ownership Act, 1983, and other applicable Acts/Rules and their implications thereof in relation to the Project and has further confirmed to comply, as and

when applicable and from time to time, with the provisions of the Haryana Apartment Ownership Act, 1983, and with any statutory amendments or modifications thereof and the provisions of any other Law dealing with the subject matter of this Application/Apartment.

30. The Applicant understands that this application is purely on tentative basis and the Company may, at its sole discretion, decide not to allot an Apartment in the Project or altogether decide to put in abeyance/abandon the Project without citing any reason. The receipt of the booking amount with this Application shall not oblige or make the Company obligated to allot an apartment. In case the Company abandons the Project for reasons other than Force Majeure conditions or pursuant to any Governmental order or under any Law, the Applicant shall be entitled for a refund of the entire amount paid to the Company along with simple interest @ Nine percent (9%) p.a. on such amounts.
31. The Applicant agrees that in case the Company is unable to deliver the Apartment (a) due to any legislation, order, rule or regulation made or issued by the Government or any other authority; (b) if any competent authority refuses, delays, withholds or otherwise denies necessary approvals for the Project or any part thereof for any reason whatsoever; (c) if any matter relating to the Project becomes the subject matter of any suit/writ or any other legal proceedings before any competent Court; (d) due to Force Majeure conditions; or (e) any other circumstance beyond the control of the Company, then the Company may cancel the allotment of the Apartment and refund the amounts received from the Applicant without interest or compensation.
32. The compliance of the terms and conditions of this Application and the Project by the Company shall at all times be subject to Force Majeure conditions as defined below:-

The Company shall not be responsible or liable for not performing any obligation if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Company. Such acts shall mean any event which by itself or in combination with other events or circumstances could not (i) by exercise of reasonable diligence, or (ii) despite adoption of reasonable precautions, have been prevented or caused to have been prevented, and which impairs or otherwise adversely affects the Company's ability and capacity to perform its obligations and which events and circumstances shall include but not be limited to, a) acts of God, such as fire (including fire resulting from explosion), lightning, drought, flood, typhoon, hurricane, tornado, cyclone, tempest, storm, inundation, earthquake (including earthquake shock and fire), epidemics and other natural disasters; b) explosions, implosions, aircraft impact damage; c) strikes or lock outs, industrial/labour disputes; d) non-availability of cement, steel or other construction material due to strikes at manufacturers, suppliers, transporters or other intermediaries or otherwise; e) war and hostilities of war (whether war be declared or not), riots or civil commotion; f) imposition of any adverse condition or obligation by any Governmental authority including delay in issuance of occupation and completion certificate; g) promulgation or amendment of any law, rule or regulation or any injunction, court order or other direction from any Governmental authority that prevents or restricts the Company from complying with the terms and conditions as contained in this Application; and h) any event or circumstance similar or analogous to the foregoing. In the event of a Force Majeure event, the Company shall be entitled to reasonable extension of time for performance of its obligations or to otherwise entirely abandon the Project.

33. Subject to Force Majeure conditions and subject to the Applicant having complied with all obligations under this Application, including but not limited to the timely payment of the Total Consideration, stamp duty and other dues and charges and also subject to the Applicant having complied with all documentation as may be required by the Company, possession of the Apartment may be handed over within a period of thirty-six (36) months from the date of commencement of construction which shall mean the date of laying of the first cement/concrete/mud slab of the Tower in which the Apartment is located and which date shall be duly communicated to the Applicant ("**Commitment Period**"). In case the Company is unable to offer possession within such time due to any reason, the Applicant agrees that the

Company shall be entitled to an extension of One Hundred and Eighty (180) days (“**Grace Period**”) after the expiry of the Commitment Period. If the Company is still unable to offer possession by the end of such Grace Period, the Company shall be liable to pay compensation at the rate of Rs. 10 (Rupees Ten Only) per sq. ft. of the Super Area (“**Delay Compensation**”) of the Apartment for every month of delay thereafter until the actual date of handing over possession.

34. The Applicant agrees to assume possession of the Apartment in accordance with the notice of possession sent by the Company and in case the Applicant is unable to assume possession in terms of such notice, the Applicant shall be liable to pay charges equivalent to Rs. 10 (Rupees Ten Only) per month per sq. ft. of the Super Area of the Apartment (“**Holding Charges**”) which shall be a distinct charge and shall be in addition to maintenance charges and not related to any other dues/charges/consideration as provided in this Application or any other agreement that may be executed in relation to the Apartment.
35. On behalf of all the apartment owners, the Company/ Maintenance Agency may insure the Project including the Tower in which the Apartment is located against fire, lightning, earthquake, riots, strikes and civil commotion, floods, terrorism and other man-made and natural perils (“**Property Insurance**”). The proportionate premium cost thereof shall be payable by the Applicant according to the ratio that the Super Area of the Apartment bears to the Super Area of all apartments in the Project. However, such insurance shall not insure any personal belongings, fixtures, fittings and any valuables of the Applicant contained in the Apartment which may separately be insured by the Applicant at costs to be borne only by the Applicant. The premium of the Property Insurance shall be recovered from the Applicant as a part of total maintenance charges and the Applicant hereby agrees to pay the same. The Applicant shall not do or permit or cause to be done any act which may render void or voidable such insurance or cause any increase in the premium cost of the Property Insurance. Any act of omission or commission in this regard shall be the sole responsibility and liability of the Applicant.
36. The Company shall have the absolute right to make additional construction on the Project Land where the Project is situated or anywhere within the Project, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the Project Land or for any other reason to the extent permitted by the DGTCP or any other Governmental Authority and shall have the absolute and unfettered right to transfer such additional constructed areas in any manner as the Company may, in its absolute and sole discretion deem necessary. The Company and each of the transferees of such additional constructions shall have the same rights as the Applicant with respect to the Project including the right to be a member of any Society of apartment owners as may be formed under the Haryana Apartment Ownership Act, 1983 and the right to unrestricted and unopposed use of the Common Areas and Facilities of the Project. The Company may also grant easement and other usage rights over the common areas of the Project to owners/occupants of any other project that the Company may undertake at any time on any other land contiguous or adjacent to the Project Land and vice versa so as to grant access to such owners/occupants and the owners of the apartments of projects beyond the Project.
37. Notwithstanding anything contained in this Application, timely performance by the Applicant of all obligations, including without limitation, the obligation to make timely payments of the Total Consideration, maintenance charges and other deposits and amounts, including any interest, penalty, taxes, duties, dues or charges, in accordance with this Application shall be the essence of this Application. If the Applicant omits, ignores or otherwise fails in the timely performance of the obligations stipulated herein for any reason whatsoever or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Applicant by respective due dates, the Company may cancel the allotment under this Application as follows:-
 - a. In case any breach committed by the Applicant is incapable of remedy or the breach is repeated or is continuing despite the Applicant having been given an opportunity to remedy the same, then this Application may be cancelled by the Company at its sole option by written notice of termination to the Applicant intimating the decision

of the Company to cancel the Application and the allotment stating the grounds on which such action has been taken;

- b. In all other cases not covered under this clause, the Company shall give to the Applicant a notice to remedy the breach set out in such notice within the time given therein. In the event that the Applicant fails to establish to the satisfaction of the Company that the breach has been remedied within the time specified in the said notice, the Company may cancel this Application and the allotment in the manner as set out in this clause.
 - c. For the removal of all doubts, it is hereby clarified that the dispatch of the notice of termination by the Company by courier/speed post at the address provided by the Applicant in the Application Form or any other address as may have been advised to the Company, shall be deemed to have been served upon the Applicant and shall by itself constitute cancellation of allotment and termination of the Agreement and no further act on the part of the Company shall be necessary for this purpose. It is further clarified that on dispatch of the notice of termination, the Company shall be entitled to re-allot/resell the Apartment to any other person without entertaining any objection/claim from the Applicant.
38. The Applicant understands, agrees and consents that upon such cancellation, the Company shall be under no obligation, save and except to refund the amounts already paid by the Applicant to the Company, without any interest, and after forfeiting and deducting the Earnest Money and other amounts due and payable to the Company including any interest accrued on delayed installments and late payment charges applicable from the date of such cancellation. Upon dispatch of a refund, as applicable, the Applicant shall have no right or claim against the Company and shall be deemed to have been satisfied with such refund which shall also be deemed to be a valid and full settlement of all such rights or claims and a valid and complete release and discharge of the Company in respect of all such rights or claims. The Company shall thereafter, be free to deal with the Apartment in any manner whatsoever at its sole and absolute discretion.
- a. In the event the Applicant has assumed possession of the Apartment, the Company shall be entitled to re-enter and re-assume possession of the Apartment and in such event, the Applicant and/or any other person/occupant of the Apartment shall immediately vacate the Apartment and otherwise shall be liable to be ejected as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company under law against the Applicant.
39. The Applicant agrees that the Company shall have the right to transfer/assign the Project or the development rights of the Project Land, as the case may be, in whole or in part, to any entity by the way of sale/merger/amalgamation or any other arrangement as may be decided by the Company without any intimation, written or otherwise, to the Applicant and the Applicant hereby agrees to such right of the Company and confirms not to have any objection in this regard at any time in the future.
40. An application not containing the PAN Number of the Applicant and other required details is liable to be summarily rejected. The Application should be signed by the Applicant, or by the Applicant's registered Power of Attorney. Similarly, in the case of a Company applying for an Apartment, the application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution.
41. The Company reserves the right to cancel the allotment of an Apartment in case such allotment is obtained through misrepresentation and suppression of material facts by the Applicant and the Company's decision in this regard shall be final and binding upon the Applicant.
42. Any dispute arising out of or touching upon or in relation to the terms of this Application and/or the Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Applicant/Company shall be settled amicably by mutual discussion, failing which, the same shall be settled through

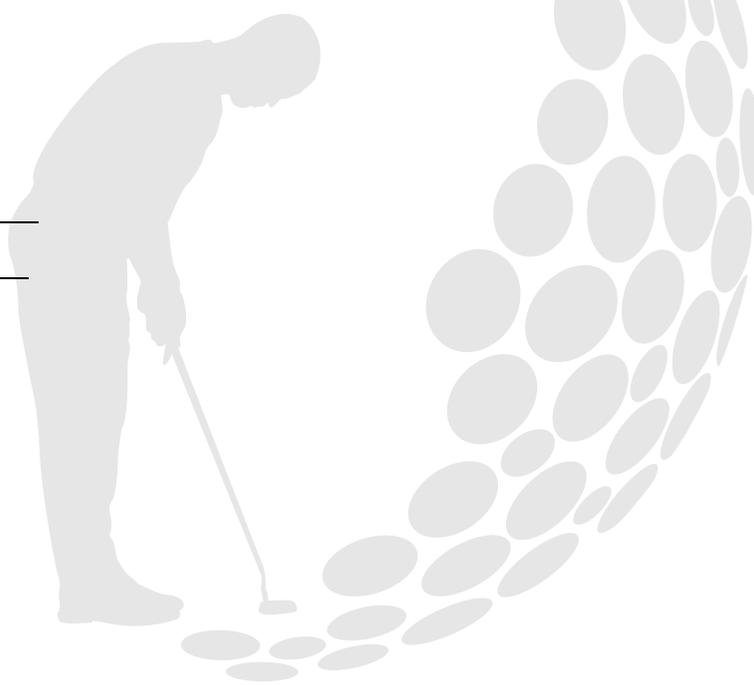
arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Gurgaon, Haryana, and by a sole independent arbitrator to be appointed by the Company. In addition, the courts of appropriate jurisdiction situated in Gurgaon, Haryana shall have exclusive jurisdiction to decide any dispute between the Applicant and the Company.

Declaration

I have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I understand that the terms and conditions given above are indicative in nature and have been given with a view to broadly acquaint me with the terms and conditions as shall be comprehensively elucidated and delineated in the Agreement which shall supersede the terms and conditions as stipulated herein or in any other communication exchanged before the date of the Agreement. I am fully conscious that it is not obligatory on the part of the Company to send any reminder/notice in respect of my obligations as set out in this Application and as may be mentioned in the Agreement and I 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 Agreement. The Company has readily provided all explanations and clarifications to me as I required and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this Application Form and paid the booking amount fully aware and conscious of my duties, liabilities and obligations. I further undertake and assure the Company that in the event of cancellation of my allotment in terms of this Application, I shall be left with no right, title, interest or lien on the Apartment.

Place: _____

Date: _____



× Signature of the Applicant

Documents to be submitted along with the Application Form

It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application Form.

Resident of India

- Copy of PAN Card
- Photograph
- Current Address Proof
- Permanent Residential Address
- Identity Proof (Copy of Passport, Election card, Driving License)
- Proof of Citizenship
- Any other document/certificate as may be required by the Company.

Partnership Firm

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Office Address Proof
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.

Private Limited Company

- Copy of PAN Card of the Company
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

NRI/PIO

- Copy of Individual's Passport/ PIO Card
- Address Proof
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant and not from the account of any third party.