



M3M India Limited

**Application Form for registration of a Unit
In "COSMOPOLITAN" Commercial Complex, Sector 66, Gurgaon, Haryana**

Application No.: _____

Date: _____, 20__

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

Dear Sirs,

I/We wish to register for allotment of a Commercial Unit in the Commercial Project of M3M India Limited ("**Company**") known as "COSMOPOLITAN" situated at Sector 66, Gurgaon, Haryana (the "**Project**"), under the Down Payment Plan [] / Installment Payment Plan [] opted by me/us (tick as applicable).

I/We hereby remit a sum of Rs. _____ (Rupees _____) only by way of Cheque/Bank Demand Draft No. _____ dated _____ drawn on _____ in favour of "M3M India Limited – A/c Cosmopolitan" towards registration amount for booking of a Commercial Unit.

I/We are making this application with the full knowledge that the plans for the building/s in which the Commercial Unit applied for will be located are under process of sanctioning by the competent authority/ies.

In the event of the Company accepting my/our application to allot a Commercial Unit, I/We agree to pay further installments of the sale price and all other dues, charges and taxes including fresh incidence of tax, if any, which may be levied by the Government as also in terms of the standard Agreement to Sell and the payment plan opted, as explained to me/us, by the Company and fully understood and accepted by me/us.

I/We agree to execute all the documents in the standard format provided by the Company as and when necessary for the allotment of the Commercial Unit in the Project and shall strictly adhere to all the terms and conditions stipulated by the Company from time to time.

The said Commercial Unit shall be deemed to be allotted to me/us on my/our executing the Agreement to Sell on the standard format provided by the Company ("**Buyer's Agreement**"), after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid down therein and all the implications thereof and after understanding my/our obligations and liabilities and the obligations and liabilities of the Company as set forth in the said Buyers' Agreement.





I/We agree that the Buyers' Agreement shall not be binding upon the Company until executed by the Company.

I/We agree that the registration and subsequent allotment of the Commercial Unit is at the sole discretion of the Company and in case the Commercial Unit is not allotted to me/us for any reason whatsoever, I/We shall not raise any objection or claim, damage or challenge the same in a court of law and the amount deposited herein shall be refundable to me/us without any interest within thirty (30) days from the date of notice regarding rejection of my/our application.

I/We have gone through the broad terms and conditions therein and have understood them and/ I/We hereby record my/our acceptance thereof.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)



Regd. Office: 1221-A, Devika Towers, 12th Floor, 6, Nehru Place, New Delhi 110 016.
Corp. Office: Paras Twin Towers, 6th Floor, Tower "B", Golf Course Road, Sector 54, Gurgaon 122 002.





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

1. SOLE OR FIRST APPLICANT

Mr./Ms. _____

S/W/D of _____

Nationality _____

Age _____ years; Profession _____,

Residential Status: Resident/Non-Resident Indian/Person of Indian Origin

Income Tax Permanent Account No. _____ (Please attach copy of PAN Card)

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

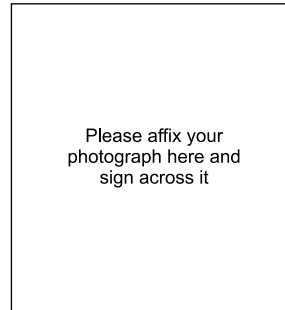
Mailing Address: _____

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

Permanent Address: _____

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

E-mail ID: _____ Mobile No.: _____



Signature





2. SECOND APPLICANT

Mr./Ms. _____

S/W/D of _____

Nationality _____

Age _____ years; Profession _____

Residential Status: Resident/Non-Resident Indian/Person of Indian Origin

Income Tax Permanent Account No. _____ (Please attach copy of PAN Card)

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. _____

S/W/D of _____

Nationality _____

Age _____ years; Profession _____,

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

Income Tax Permanent Account No. _____ (Please attach copy of PAN Card)

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

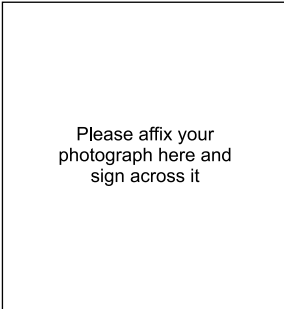
Mailing Address: _____

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)}





DETAIL OF COMMERCIAL UNIT REGISTERED FOR ALLOTMENT

Unit No.: _____ Floor No.: _____ Block No. _____ in _____
Super Area _____ sq. ft. _____ sq mtrs. (approx)

UNIT PRICE

- Basic Sale Price (**BSP**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- Preferential Location Charges (**PLC**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- External Development Charges (**EDC**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- Infrastructure Development Charges (**IDC**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- Interest Free Maintenance Security (**IFMS**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- Parking Space Charges Rs. _____ (Rupees _____ only) (For Right to Use Only)
- Other Charges

PAYMENT PLAN OPTED: DOWN PAYMENT PLAN / INSTALLMENT PAYMENT PLAN

Notes:

1. Payment to be made by A/c Payee Cheque(s)/Demand Draft(s) in favor of "M3M India Limited A/c Cosmopolitan" payable at New Delhi/ Gurgaon only.
2. Allotment to Non- Resident Indians/ Persons of Indian Origin shall be subject to the exchange control laws of India.
3. For Non-Resident Indians/Persons of Indian Origin, all remittances, acquisition/transfer of the said Commercial Unit and compliance with the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**") or any other statutory enactments shall be their own sole responsibility.

DECLARATION

I/ We, the Applicant(s) herein, do hereby declare that my/our application for registration for allotment of a Commercial Unit is irrevocable and that the above particulars/information/ details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by me/us, the Company shall be entitled to cancel the allotment to me/us.

(_____) Signature of Sole/First Applicant

(_____) Signature of Second Applicant (if any)

(_____) Signature of Third Applicant (if any)

Place:

Date:





FOR OFFICE USE ONLY

Registration of Commercial Unit

Application: Accepted/Rejected

Unit No.: _____ Floor No.: _____ Block No. _____ in _____

Super Area _____ sq. ft. _____ sq. mtr. (approx)

- Basic Sale Price (**BSP**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- Preferential Location Charges (**PLC**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- External Development Charges (**EDC**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- Infrastructure Development Charges (**IDC**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- Interest Free Maintenance Security (**IFMS**) @ Rs. _____ per sq. ft. / Rs. _____ per sq. mtr.
- Parking Space Charges Rs. _____ (Rupees _____ only) (For Right to Use Only)
- Other Charges _____
- Payment Plan: Down Payment / Installment Plan _____
- Mode of Booking – Direct/Channel Partner (“CP”); If CP, details _____

- Special Instructions/Remarks, if any _____

NOTE: All the payments towards EDC, IDC, PLC (as applicable), IFMS, maintenance charges, recurring contingency deposit charges and other statutory charges or any fresh incidence of tax, if any, shall be payable by the Applicant(s) as and when demanded by the Company or its nominated maintenance agency for the said Commercial Complex.

Signature (Receiving Officer)

Signature (Inventory)

Channel Partners Seal





**TERMS AND CONDITIONS FOR REGISTRATION OF A COMMERCIAL UNIT
IN "COSMOPOLITAN", SECTOR 66, GURGAON, HARYANA**

The terms and conditions given below are only indicative in nature with a view to acquaint the Applicant(s) with the terms and conditions as shall be comprehensively set out in the standard Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out herein below in so far as they are inconsistent with the Buyer's Agreement:

1. That the Applicant(s) has/have made this application for the allotment of a Commercial Unit with full knowledge of all the laws/notifications and rules applicable to the area where the Commercial Unit is proposed to be developed which have been fully explained by the Company and understood by the Applicant(s).
2. That the Applicant(s) has/have satisfied himself/herself/themselves about the rights, interest and title of the Company to sell and market the said Commercial Units and the rights and title of the Company/ associate companies in the land on which the said Commercial Unit(s) is/are being developed and has/ have understood all the limitations and obligations in respect thereof. The Applicant(s) agree(s) that there will not be any further investigations or objections by the Applicant(s) in this respect.
3. That the Applicant(s) acknowledge(s) and the Company has fully disclosed that the title and requisite approvals including but not limited to license applications by the Company in respect of the Commercial Complex to be known as "COSMOPOLITAN".
4. Preferential Location Charges (PLC), if any, shall be payable as per sq. ft. basis, and any other charges/levies shall be payable by the Applicant(s) as and when demanded by concerned regulatory authority/ies. It is further understood by the Applicant(s) that the calculation of all the charges as applicable shall be more clearly defined in the Buyers' Agreement and upon execution of the Buyer's Agreement, the method of payment stated therein shall become binding upon the parties to the Buyers' Agreement.
5. That the Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental/ construction activities as it may deem fit and proper, in future, in the entire area falling outside the Commercial Unit and that the Applicant(s) has/have confirmed that he/she/they shall not raise any objections/ obstructions or make any claims or defaults in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such developmental/ construction activities or incidental/ related activities. The Company relying on this specific undertaking of the Applicant(s) may provisionally/finally agree to allot the said Commercial Unit and this Undertaking shall survive throughout the occupancy of the Commercial Unit by the Applicant(s), his/her/their legal representatives, successors, administrators, executors and assigns.
6. That the Commercial Unit applied for, along with the Building, shall be subject to the Haryana Apartment Ownership Act, 1983, or any other statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Commercial Unit owner in the common areas and facilities, as specified by the Company in the Declaration which may be filed by the Company in compliance of the Haryana Apartment Ownership Act, 1983, shall be conclusive and binding upon the owners of the Commercial Unit(s) and the Applicant(s) confirm(s) that his/her/their right, title and interest in the concerned Commercial Unit/ Building in the Project shall be limited to and governed by what is specified by the Company in the said Declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s) that the Declaration to be filed in compliance of the Haryana Apartment Ownership Act, 1983 shall be in strict consonance with other clauses contained herein.
7. That the Applicant(s) has/have seen and accepted the plans, designs, specifications which are tentative and the Applicant(s) is/are making an application for allotment with the full knowledge about the building plans,

proposed specifications, location of Commercial Unit, Buildings, floor plans and other such terms and conditions. The Applicant(s) also understand/s that the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the Company may consider expedient and necessary or as directed by the concerned Competent Authority (ies) and/or Architects, at any time after the Building Plans with respect to the said Project are sanctioned and till the grant of Occupation Certificate by the concerned Competent Authority. The Applicant(s) has/have also seen the specifications and information with regard to the material to be used for the construction of the Commercial Unit, which are also tentative and the Company may make such variations, modifications, changes, deviations, revision and/or any amendment therein as it may deem fit and proper or as may be directed by any competent authority and the Applicant(s) hereby gives his/her/their its consent to such variations and modifications. The Applicant(s) has/have, in token of his/her/their acceptance of various layout plans of the said Commercial Unit to be situated in the Building/ Complex and specifications, will sign and execute them and these shall form part and parcel of the Buyers' Agreement and the Applicant(s) shall not raise any dispute/claim against the Company in this respect at any time whatsoever. The Applicant(s) hereby gives his/her/their consent to such variations, additions, alterations and modifications.

8. That the Applicant(s) has/have made the application with full knowledge that the plans in respect of the Building wherein the Commercial Unit applied for shall be located are not yet sanctioned by the Competent Authority and that in case, for any reasons(s), the same are not sanctioned or cancelled or revoked at any point of time during the construction, the Company shall refund all amounts received without any interest. On such refund by the Company, the Applicant(s) shall not have any further rights, claims and demands against the Company and the Applicant(s) further undertakes to waive any such claims, rights or demands that it may have against the Company in this regard. Upon such refund of all the amounts received from the Applicant(s), the Company shall be fully released and discharged from all its obligations and liabilities in this respect.
9. That the Company shall have the right to effect suitable and necessary changes, alterations, modifications, adjustments, variations, amendments and/or revisions in the layout plan of the building or block of buildings, as and when necessary, which alterations may involve all or any of the following changes, including but not limited to, viz., change in the position of Commercial Unit, change in the number of the Commercial Unit/ or change in its dimension or change in the height of the building or change in its Super Area. The Applicant(s) understand/s that in order to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed and agree/s to other such documents to effectuate such understanding. The Applicant(s) further agree/s and understands that if there is any increase/decrease in the super area, the rate per sq. ft. and other charges will be applicable to changed area, i.e., at the same rate at which the Commercial Unit was booked and as a consequence of such reduction or decrease in the super area, the Company shall be liable to refund to the Applicant(s) without any interest, only the extra price and other proportionate charges recovered or in the event of any increase in the super area, the Company shall be entitled to recover from the Applicant(s), the additional price and such other proportionate charges, costs and expenses as the case may be.
10. That the Applicant(s) agree/s that he/she/they shall pay the consideration of the Commercial Unit and such other charges calculated on the basis of super area, which is understood to include pro rata share of the common areas in the Project and proportionate share of the other common facilities, as specifically provided in the Buyer's Agreement, which may be located anywhere in the said Project, at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of Super Area of the Commercial Unit shall be more clearly defined in the Buyer's Agreement and upon execution of the said Buyer's Agreement, the method of definition of super area, as stated therein, shall become binding on both the Parties.
11. That the Company has made it specifically clear to the Applicant(s) and after having satisfied himself/ herself/themselves, the Applicant(s) has/have understood and agreed that the computation of the consideration of the said Commercial Unit does not include any recovery of payment towards maintenance



charges of any kind whatsoever by the Company from the Applicant(s) in any manner. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate Maintenance Agreement with the designated maintenance agency to be appointed by the Company in this context.

12. That the Applicant(s) shall reimburse to the Company on demand, including but not limited to, all government rates, taxes, cess, levies, charges, payments, penalties, fines and any other such outgoings, levy of proportionate development charges with respect to transport and power supply facilities, whether levied or leviable now or in future on the said Commercial Unit or the Project as the case may be, as assessable/applicable from the date of application of the Applicant(s) and the same shall be borne and paid by the Applicant(s).
13. That the Applicant(s) understand/s that the price given is exclusive of the External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”). Further, any enhancement of the said charges thereof by the concerned government agencies shall be recovered from the Applicant(s) on pro-rata basis.
14. That the Applicant(s) agrees that out of the amount(s) paid/payable by him/her/them towards the sale consideration, the Company shall treat ten percent (10%) of the sale consideration as **Earnest Money** to ensure due fulfillment by the Applicant(s) of all the terms and conditions, as contained herein, and in the Buyer's Agreement.
15. That the Company and the Applicant(s) hereby agree that the money for the purpose of the application and Buyer's Agreement shall be per Commercial Unit. The Applicant(s) hereby authorizes the Company to forfeit the earnest money along with the interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfillment of any of the terms and conditions herein contained and those of the Buyer's Agreement as also in the event of failure by the Applicant(s) to sign and return to the Company the Buyer's Agreement within forty five (45) days of its dispatch by the Company.
16. That the Applicant(s) shall enter into a separate Maintenance Services Agreement on the terms and conditions as may be provided in the Buyer's Agreement and the Maintenance Services Agreement with the designated Maintenance Agency:

 - (a) In order to secure adequate provision of maintenance services by the Maintenance Agency (“**Maintenance Agency**”) as may be appointed by the Company in addition to due performance of the Applicant(s) in paying promptly the maintenance bills and other charges, the Applicant(s) hereby undertake/s to deposit at present with the Company and to always keep deposited with the Maintenance Agency/Company, as the case may be, an Interest Free Maintenance Security (“IFMS”) deposit charged on the super area of the set commercial unit as per the payment plan or as demanded by the company.
 - (b) Further, the Applicant(s), upon completion of the said Commercial Unit, undertakes to enter into a Maintenance Services Agreement with the said Maintenance Agency. The Applicant(s) undertake/s to pay the maintenance bills monthly/quarterly, as raised by the said Maintenance Agency from the date of the certificate for occupation on pro-rata basis irrespective of whether the Applicant(s) is/are in the occupation of the Commercial Unit or not.
 - (c) The Company reserves the right to transfer the amount of IFMS to such Maintenance Agency, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning said deposit upon filing of Declaration and handing over of all the Commercial Units/common areas to such Maintenance Agency, as the case may be.



- (d) It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Applicant(s) and the Company shall have the first charge/lien on the said Commercial Unit in respect of any such non-payment of shortfall/ increase, as the case may be.
17. (a) That the Company shall make all efforts to apply for the Occupation Certificate in respect of the Project not later than thirty six (36) months from the date of approval of Building Plans or signing of the Buyer's Agreement, whichever is later, subject to certain limitations as provided in the Buyer's Agreement and the timely compliance of the provisions of the Buyer's Agreement by the Applicant(s). The Company, on obtaining the Occupation Certificate and subject to the Applicant(s) having complied with all the terms and conditions of the Buyer's Agreement, shall hand over the said Commercial Unit to the Applicant(s) for his/her/their occupation and use or as provided in the Buyer's Agreement. In the event the Company fails to deliver the possession of the said Commercial Unit to the Applicant(s) within the stipulated time period and as per terms and conditions of the Buyer's Agreement, then the Company shall be liable to pay a simple interest @ nine percent (9%) per annum on the amounts paid by the Applicant(s) for the said delayed period. However, the same shall be subject to the Applicant(s) having fulfilled his/her/their of the obligations as per the terms and conditions of allotment/ Buyer's Agreement.
- (b) Should the Company abandon the Project for any unavoidable reason whatsoever, it shall refund the entire amount received from the Applicant(s) together with simple interest @ nine percent (9%) per annum.
- (c) Further, it is agreed by the Applicant(s) that in the event of the failure of the Applicant(s) to take possession of the said Commercial Unit, upon being intimated about the same by the Company and in the manner as specifically described in the Buyer's Agreement, the Company shall have the option to cancel his/her/ their allotment and avail of the remedies as stipulated the Buyer's Agreement or the Company may, without prejudice to its right under any of the clauses of the Buyer's Agreement and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the said Commercial Unit in the manner as stated in that clause on the condition that the Applicant(s) shall pay to the Company holding charges @ Rs.50.00 (Rupees Fifty) only per sq. ft. of the super area of the said Commercial Unit per month for the entire period of delay and to withhold conveyance or handing over for occupation and use of the said Commercial Unit, till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and agreed by the Applicant(s) that the holding charges, as stipulated hereinabove, shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, or levies, which shall be at the risk, responsibility and cost of the Applicant(s).
18. That it is specifically agreed and understood by the Applicant(s) that the Company may at its sole discretion decide not to allot any or all Commercial Unit(s) to anybody or altogether decide to put in abeyance the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest in the Project. The initial token/booking money being received by the Company with the application from the Applicant(s) shall, in such an event, be refunded to the Applicant(s) without interest not later than ninety (90) days from the date of intimation of such cancellation. Further, the provisional and/or final allotment of the Commercial Unit is entirely at the sole discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assessing any reasons thereof.
19. It is understood that Registration of Sale Deed / Conveyance of the Commercial Unit(s) is mandatory. The Company shall facilitate the process of Registration of the Sale Deed and shall provide all assistance regarding the same however the same shall be the responsibility of the Allottee(s). That the Applicant(s) agrees to pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the said Commercial Unit in favor of the Applicant(s), which shall be executed and got registered upon receipt of the full sale consideration from the Applicant(s),

other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the said Commercial Unit allotted to him/her/them.

20. That the Applicant(s) agree/s and undertake/s that he/she/they shall become a member of any association/society of the said Commercial Complex as may be formed by the Company on behalf of the Commercial Unit Buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
21. That the Applicant(s) agree and understand that time is the essence with respect to their obligations to pay the sale consideration as provided in the payment schedule along with other payments, such as, applicable stamp duty, registration fee and all other charges that will be more specifically stipulated in the Agreement to be paid on or before due date and/or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant(s) under the Buyer's Agreement. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant(s) as per the Schedule of Payments or obligations to be performed by the Applicant(s).
22. That in case of delay of sixty (60) days or more in making payment by the Applicant(s) to the Company, as per the Schedule of Payments, the Company shall have the right to terminate the allotment/Agreement and forfeit the Earnest Money. The Company shall also be entitled to charge interest @ 24% p.a. from the due date of installment, as per the Schedule of Payments of the Buyer's Agreement. In the event the Company decides not to terminate the allotment of the said Commercial Unit, the parties agree that the possession of the said Commercial Unit will be handed over to the Applicant(s) only upon payment of all outstanding dues, penalties, along with interest by the Applicant(s) to the satisfaction of the Company.
23. That the Applicant(s) hereby authorize/s and permit/s the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his/her/their Commercial Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the said Commercial Unit being made free of any encumbrances at the time of execution of Conveyance/Sale Deed in favor of the Applicant(s) or his/her/their nominee. The Applicant(s) further understand/s that in case of the Applicant(s) who has/have opted for long term payment plan arrangement with any financial institutions/banks the conveyance of the said Commercial Unit in favor of the Applicant(s) shall be executed only upon receiving no objection certificate from such financial institutions/banks.
24. That the Applicant(s) hereby covenants with the Company to pay, from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed between them and to observe and perform all the covenants and conditions of application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).
25. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Commercial Unit, it shall be the sole responsibility of Non-Resident Indian/Person of Indian Origin to comply with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ("RBI") or any other applicable law in this regard and to provide the Company with such permissions, approvals, sanctions, consents of the concerned authorities which would enable the Company to fulfill its obligations under Buyer's Application or Buyer's Agreement. Any refund, transfer of security, if provided, in terms of the Buyer's Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the RBI or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his/her/their part to comply with the



prevailing Exchange Control Guidelines issued by RBI, he/she/they shall be liable for any action under the FEMA as amended from time to time. The Company accepts no responsibility in this respect and the Applicant(s) agrees and undertakes to indemnify and keep the Company fully indemnified and harmless from any harm, injury, losses, claims and demands which may be caused to it due to non-observance of the applicable rules and regulations in this regard.

26. That the Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant(s) and such third party shall not have any right in the application/allotment of the said Commercial Unit applied for herein in any way. The Company shall issue receipts for payment in favor of the Applicants(s) only.
27. That the Applicant(s) has/have specifically acknowledged with the Company that the allotment of the said Commercial Unit shall be subject to the strict compliance of bye-laws and rules that may be framed by the Company for occupation and use of the said Commercial Unit and such other conditions as per the applicable laws.
28. That the Applicant(s) shall use and occupy the said Commercial Unit in such a manner and mode as may be provided in the Buyer's Agreement.
29. That the Applicant(s) has/have specifically agreed with the Company that the allotment of the said Commercial Unit shall be subject to strict compliance of bye-laws and rules that may be made by the Company for occupation and use of the said Commercial Unit and such other conditions as per the applicable laws. The allotment shall also be subject to the recitals as incorporated in the Declaration to be read with under the Haryana Apartment Ownership Act, 1983. In case of Joint Applicants, all communication shall be sent to the Applicant(s) whose name appears first in the application form, at the addresses given by him/her/them which shall for the purpose be considered as served on all the Applicants. The Applicant(s) has/have agreed to this condition of the Company.
30. That the Applicant(s) shall inform the Company, in writing, of any change in the mailing address mentioned in the allotment letter, failing which all demands, or notices by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
31. That the Applicant(s) agree/s that the provisional allotment of the said Commercial Unit as well as the allotment thereafter, of the said Commercial Unit shall be subject to force majeure clause which *inter alia* includes delay by reasons of war, enemy action, earthquake or any act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Central or the State Government and / or any other public or competent authority or on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or of for any other reasons beyond the control of the Company and in any of the aforesaid events the Company shall be entitled to a reasonable extension of the time for delivery of possession of the said Commercial Unit.
32. That the Applicant(s) is/are entitled to get the name of his/her/their nominees/associates substituted in his/her/their place with the prior approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit and proper. The Applicant(s) shall pay to the Company transfer charges, as applicable, from time to time, for the purpose of such substitution/nomination/transfer.
33. The Applicant shall indemnify and keep the Company and its directors, officers, employees and agents saved, harmless, and indemnified against any and/or all losses, claims, damages, or liabilities, direct and/or indirect, in connection with the false or misleading information(s) or statement(s) provided to the Company for the allotment of the Commercial Unit, and any breach of any of the terms and conditions of the Buyer's Agreement



to be entered into and any successful claim by a third party against the Company on account of any false or misleading information(s) or statement(s) or any illegal act of the Applicant.

34. That upon execution of the Buyer's Agreement, the terms and conditions, as set out in the Buyer's Agreement, shall supersede the terms and conditions as set out herein.
35. That the Company reserves the right to transfer ownership of the Project in whole or in parts to any other entity, such as, partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant(s) undertakes that he/she/they shall not raise any objection in this respect.
36. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
37. That all or any disputes arising out or touching upon or in relation to the terms of this Application and/or standard Buyer's Agreement including the interpretation and the validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force. The Arbitration procedure shall be held at an appropriate location in Gurgaon by the sole arbitrator appointed by the Company. The Applicant(s) hereby confirm/s that he/she/they shall have the jurisdiction in all matters arising out of/touching and/or concerning this Application and/or Buyer's Agreement regardless of the place of the execution of this Application which is deemed to be at Gurgaon.

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 above are of indicative nature with a view to acquaint me/us with the terms and conditions are comprehensively set out in the Buyer's Agreement which shall supersede the terms and conditions set out in this Application or any other communication. I/We are fully conscious that it is not incumbent on the part of the Company to send us reminders/notices in respect of our obligations as set out in this Application and/or the standard Buyer's Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this Application and/or the standard Buyer's Agreement. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I/We have now signed this Application Form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of Earnest Money as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of the cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien on the said Commercial Unit applied for, unless finally allotted to me/us in any manner whatsoever.

Place: 1. _____

Date: 2. _____

3. _____

Signature of the Applicant(s)



Documents to be submitted along with the Application Form

It is mandatory to affix passport size photograph in designated areas in the Application Form.

Resident of India

- Copy of PAN Card
- Photograph in all cases
- Address Proof
- 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
- Address Proof
- In case of one of the Partners signing the document on behalf of other Partners an authority letter from other Partners authorizing the said person to act on behalf of the Firm.

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 buy property, 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 all payments should be received from the NRE/NRO/FCNR account of the Applicant only on foreign exchange remittance from abroad and not from the account of any third party.