

M3M India Limited

**Application Form for Registration of a Unit
In "MERLIN" Group Housing Complex, Sector-67, 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/We request that I/We may be allotted a residential apartment ("**Apartment**") tentatively admeasuring about _____ sq. ft. (_____ sq. mtrs.) super area in the Group Housing Colony known as "M3M MERLIN", Sector-67, Gurgaon, Haryana, ("**Project**") under Down Payment Plan [], Construction Linked Plan [], Other Plan _____ []opted by me/us.

I/We have paid a sum of Rs. _____ (Rupees _____) only by way of Cheque/Bank Demand Draft No. _____ dated _____ drawn on _____ as a token amount towards provisional booking of the Apartment.

In the event of the Company agreeing to allot an Apartment, 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 Apartment Buyer's Agreement and the payment plan opted, as explained to me/us, by the Company and understood by me/us. **SINGAPORE STYLE WORLD-CLASS APARTMENTS**

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the allotment of the Apartment notwithstanding the fact the Company may have issued a receipt in acknowledgement of the money tendered towards booking amount with this application. It is only after I/We sign and execute the necessary documents, including the Apartment Buyer's Agreement, in the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding. I/We confirm and undertake that upon issuance of the allotment letter by the Company allotting the Apartment in said Project, I/We shall be bound to purchase the same and will execute all the necessary documents, including Apartment Buyer's Agreement, as stated herein. I/We am/are making this application with full knowledge that the Company, along with its associate companies, are in the process of developing the Project and shall make the allotment in due course of time, and the same shall be subject to availability.

I/We agree to abide by the terms and conditions of this application including those relating to the payment of the sale price and other charges, forfeiture of earnest money as laid down hereinafter and the execution of the necessary documents including Apartment Buyer's Agreement.

× Signature

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 _____,

Residential 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 _____

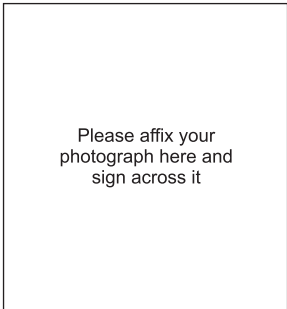
Mailing Address: _____

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

Permanent Address: _____

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

E-mail ID: _____ Mobile No.: _____



× Signature

2. SECOND APPLICANT

Mr./Ms./M/s. _____

S/W/D of _____

Nationality _____

Age _____ years; Profession _____,

Residential 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 _____

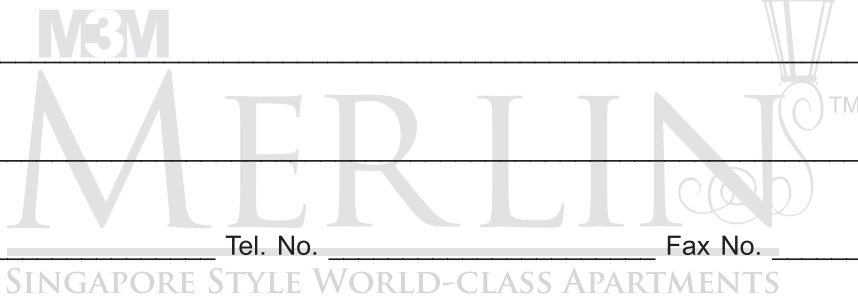
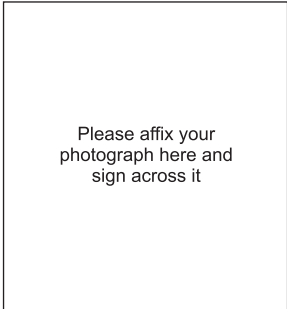
Mailing Address: _____

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 _____,

Residential 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 _____

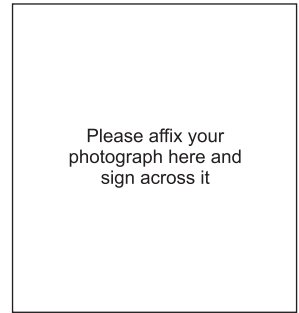
Mailing Address: _____

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 MERLIN" SECTOR-67, GURGAON-122002, HARYANA

Type: _____ Apartment No.: _____
 Floor No.: _____ Tower No.: _____ in _____
 Super Area _____ sq. ft. _____ sq. mtrs. (approx.)

A. Basic Sale Price Rs: _____ per sq. ft. of super area

B. Preferential Location Charges (PLC), if applicable:

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. _____ (lump sum)

D. Interest Free Maintenance Security (IFMS): Rs. _____ per sq. ft. of super area.

E. External Development Charges (EDC) + Infrastructure Development Charges (IDC):

Rs. _____ per sq. ft. of super area

F. Community Club Membership Charges: Rs. _____

G. Any other charges: Rs. _____

5. PAYMENT PLAN: DOWN PAYMENT PLAN [] / CONSTRUCTION LINKED PAYMENT PLAN [] / Other Plan _____ []

Note: Payments to be made by A/C Payee Cheque(s)/Demand Draft(s) in favour of "M3M India Ltd. A/C MERLIN", payable at New Delhi/Gurgaon only.

6. CHANNEL PARTNER'S NAME & ADDRESS: _____

Stamp

× Signature

7. DECLARATION

I/We, the Applicant(s) herein, do hereby declare that the above particulars/information given by me/us for allotment of an Apartment with the Company are true and correct and nothing has been concealed therefrom. I/We hereby confirm and undertake that I/We have read and understood the terms and conditions as contained herein which has been duly signed by me/ us and further undertake to abide by the same.

Yours faithfully

Date: _____

Place: _____

× Signature of Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name: _____ Signature: _____ Date: _____

1. ACCEPTED / REJECTED

Apartment No.: _____, Tower No.: _____

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

2. Basic Sale Price (BSP) Rs. _____ per sq. ft. (_____ per sq mtrs) of the super area Plus Preferential Location Charges (if applicable): @ Rs. _____ per sq. ft. of the super area of the Apartment.

NOTE: All the payments towards EDC, IDC, PLC (as may be applicable), IFMS, community club membership, maintenance charges and other statutory charges or any fresh incidence of tax or any other charges, if any, shall be payable by the Applicant(s) as and when demanded by the Company or its nominated maintenance agency for the said Group Housing Colony.

3. Stamp Duty, Registration Charges, incidental expenses/documentation charges, shall be extra at actual and shall be borne by the Applicant(s).

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

5. Payment Received vide Cheque/Demand Draft No. _____ dated _____ for Rs. _____ (Rupees _____) only towards token amount towards booking out of NRE/NRO/FC/SB/CURAccount.

6. Provisional booking receipt no.: _____ dated _____

7. Booking: Direct/through Channel Partner

8. Remarks:

Cleared by stock on _____

Authorised Signatory

Date: _____

Place: _____

× Signature

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THE APPLICATION FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN “M3M MERLIN”, SECTOR-67, GURGAON-122002, HARYANA

The terms and conditions given below are indicative in nature with a view to acquaint the Applicant(s) with the terms and conditions as shall be comprehensively set out in Apartment Buyer's Agreement to be executed between the Applicant(s) and the Company.

1. The Applicant(s) has/have applied for an Apartment with full knowledge of all the laws/ notifications and rules applicable to this Project which have been explained by the Company and understood by the Applicant(s).
2. The Applicant(s) has/have satisfied himself/herself/themselves/itself about the rights, interest and title of the Company to sell and market the said Residential Apartments and the rights and title of the Company/Associate Company in the land on which the said Residential Apartment(s) are being developed and has 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. The Applicant(s) shall execute the Apartment Buyer's Agreement with the Company and the Maintenance Agreement either with the Company, or with its nominated agency, and such other documents as and when intimated by the Company along with declarations and undertakings contained therein and compliance of the terms and conditions of the Apartment Buyer's Agreement and the Maintenance Agreement.
4. The Company shall by itself or through a nominated maintenance agency undertake to provide the maintenance services in the Project subject, however, to regular and timely payment of maintenance and other allied charges/deposits to be made by the Applicant(s) to the Company. The Applicant(s) understands and agrees that it shall be mandatory for him/her/them/it to sign a Maintenance Service Agreement in the standard format of the Company. The said standard format of Maintenance Service Agreement shall be annexed to the Apartment Buyer's Agreement. The execution of Maintenance Service Agreement shall be the precondition for conveyance of the Apartment. The liability to pay maintenance charges shall commence immediately from the date of offer of possession by the Company in the notice of the possession for the Apartment to the Applicant(s) irrespective of the actual use or not of the maintenance services by the Applicant(s).
5. The Applicant(s) shall make the payment of Basic Sale Price, EDC, IDC, PLC, Community Club Membership Fee, IFMS, maintenance charges and any other charges on a Super Area basis, as per as the payment plan or as may be communicated, by the Company, from time to time with respect to the Residential Apartment. The Applicant(s) shall be further liable to pay any enhanced EDC, IDC or any tax/charges including any fresh incidence of tax as may be levied by the Government, even if it is retrospective in effect, as and when demanded by the Company on the Super Area of the Apartment. The Applicant(s) shall further make payment(s) of registration charges, stamp duty and other incidental expenses as and when demanded by the Company to enable it to convey the said Apartment in favour of the Applicant(s).
6. The Applicant(s) has very clearly understood that the Basic Sale Price along with EDC, IDC, car parking charges, and applicable PLC, whatsoever shall constitute the “**Sale Consideration**” for the said Apartment and shall be set out in the “Payment Plan” to be annexed.
7. The Applicant(s) shall also pay, as and when demanded by the Company the prorated share of any Value Added Tax (VAT), Service Tax, General Service Tax (GST) or any other statutory taxes, duties, charges, cess, levies, etc., as may be found applicable to the Application or the said Apartment.

8. The Applicants hereby consents that the due performance of all the obligations under this Application and more specifically the timely payment of the Sale Consideration and other charges under the Payment Plan agreed by the Applicant(s) shall be of the essence of this Application and also, the Applicant(s) shall be liable to make timely payment of the monthly maintenance charges for the Apartment as and when demanded by the Company and/or the nominated maintenance agency. If the Applicant(s) neglects, omits, ignores, or fails in the timely performance of its obligations agreed or 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(s) by respective due dates, the Company shall be entitled to cancel the allotment and terminate this Application and forfeit the Earnest Money.
9. That the Applicant(s) understand that the parking space(s) mentioned herein shall be an integral part of the said Apartment and cannot be sold independent of the said Apartment by the Applicant(s). Any additional parking spaces shall be given allotted to the Applicant(s) on a first cum first served basis at the time of possession and shall be at the sole discretion of the Company subject to availability and the Company's decision in this regard shall be final and binding on the Applicant(s). All clauses of this Application and Apartment Buyer's Agreement pertaining to the allotment, possession, cancellation, etc., shall apply mutatis mutandis to the parking space(s) so allotted, wherever applicable. The Applicant(s) agree(s) that parking space allotted to the Applicant(s) shall not be part of common areas of the said Project for the purpose of Declaration which may be filed by the Company under the Haryana Apartment Ownership Act, 1983, or any applicable Act(s)/Rule(s).
10. The Company is in the process of developing the said Project in accordance with the provisions as approved by competent/statutory authority(ies), which have been explained and understood by the Applicant(s). However, if any, changes in the layout plan and/or drawings are required by any competent/statutory authority or otherwise, the same may be affected suitably, to which the Applicant(s) has/have agreed and has/have given his/her/their/its consent. However, if as a result thereof, there be any change in the location, preferential location, layout, boundaries or area of the said Apartment, the same shall be valid and binding on the Applicant(s).
11. The Company may construct at its own cost an appropriate club/recreational facility which, at the sole discretion of the Company, shall, be transferred to any qualified third party to own, manage and operate such facility on such terms and conditions as the Company may deem fit at its sole discretion. The Applicant's right to use such facility shall at all times be contingent on due and faithful observance by the Applicant(s) of all the rules, byelaws and conditions as may be notified by such third party, transferee or the Company. The Applicant's right to use such facility shall also be contingent on payment of the Club Membership Charges as may be intimated by such third party, transferee or the Company to the Applicant(s).
12. 15% of the total sale consideration charged on the Super Area of the Apartment shall constitute the "Earnest Money". In the event of the failure of the Applicant(s) to perform his/her/their/its obligations or fulfill all the terms and conditions set out in this Application/Apartment Buyer's Agreement, the Company shall forfeit the Earnest Money and other amounts due and payable to it including any interest accrued on delayed installments and late payment charges and refund the balance amount only after realizing such refundable amount on further sale/resale to any other party, without any interest or any other compensation of whatsoever nature. Moreover, upon such cancellation, the Applicant(s) shall be left with no right, title, lien or interest over the said Apartment and the parking space/s in any manner whatsoever.

In the event the Applicant(s) fails, neglects and/or delays the payment of installments and other charges then, notwithstanding the right of the Company to cancel such allotment at its sole discretion at any time after such default in such payment occurs, the Company at its sole option and discretion may waive such failures, neglects and/or delays in such payment but on the condition that the Applicant(s) shall over and above pending payment shall also pay interest on the payment due from the due date of outstanding payment charged at compounded rate of interest of 15% per annum with quarterly rests till the date of actual payment by the Applicant(s) to the Company. In case the Applicant(s) withdraws his/her/their/its Application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate this Agreement and after forfeiting the Earnest Money, as stated hereinabove, may refund the balance amount to the Applicant(s) without any interest and compensation whatsoever.

13. The Company shall adjust all the amounts received from the Applicant(s) first towards interest on overdue installments and only thereafter towards the overdue installments or any other outstanding demand and finally towards the current installment or current dues towards which the payment has been tendered.
14. That the transfer of the Apartment wherein either the full payment has already been made or agreed schedule of payment of installments is over and possession is to be effected, shall be allowed only through execution of Conveyance/Sale Deed and the Company shall charge an administrative fee as may be decided by it for effecting changes/entries in its records. In all other cases wherein full payment of the Apartment has not been made/schedule of payment of installments is not yet over, transfer charges shall be levied as decided by the Company and the transfer will be affected in the manner and as per procedure formulated in this regard by the Company.
15. The Applicant(s) shall take possession of the said Apartment after making the full payment and clearing any or all dues owed and the Company shall facilitate getting the Conveyance/Sale Deed executed after the date of the notice of possession issued by the Company subject to terms and conditions of the Apartment Buyer's Agreement. The Applicant(s) shall resolve any complaint with regard to the construction or quality of workmanship, prior to taking possession of the Apartment after which all claims would be deemed to be waived by the Applicant(s).
16. The Applicant(s) agrees and undertakes that it shall not modify any structure or raise any illegal construction in the Apartment nor encroach upon or occupy any area falling outside the said Apartment. The Applicant(s) shall not use the said Apartment or permit the same to be used for any purpose other than residential as sanctioned by the Department of Town and Country Planning or shall not use the same in a manner which is likely to cause nuisance to neighbouring residents or for any illegal or immoral purposes.
17. The Applicant(s) shall get his/her/their/its complete address registered with the Company and it shall be his/her/their/its responsibility to keep the Company informed in writing of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue there from. That it is hereby clarified that in case of joint Applicant(s), all communication, demand notices, termination/cancellation letters, refund, etc., shall be sent by the Company to the Applicant whose name appears first and at the address as mentioned in the Application Form above which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to other named Applicant(s).

18. The Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant and such third party shall not have any right in this Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Applicant.
19. The allotment of the Apartment is entirely at the discretion of the Company and the Company has a right to reject any application for allotment without assigning any reasons whatsoever.
20. The Applicant(s) hereby agrees and confirms that the Company is in the process of developing the Project in accordance with the tentative layout and buildings plans. However, if any changes are required in the layout plan and/or drawings whether by any statutory authority(s), or otherwise necessitated, the Applicant(s) shall have no objection to the same and hereby gives his/her/their/ its consent. The Applicant(s) further understand/s and agree/s that although every attempt shall be made by the Company to adhere to the size and location and super area of the Apartment, however, in the event that there is any change in the Apartment's location or variation in its size to the extent of $\pm 10\%$ at the time of final measurement as contemplated hereinafter, the applicable PLC or the Sale Consideration agreed herein, 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 Company in any manner whatsoever by the Applicant(s).
21. In the event that variation in the Super Area of the Apartment is greater than $\pm 10\%$, at the time of final measurement and the same is not acceptable to the Applicant(s), every attempt shall be made to offer the Applicant(s) an alternative apartment of a similar size at another location subject to availability. In the event that such an alternate apartment is available and the Applicant(s) accepts the substitute apartment at such changed location, the PLC and the proportionate Sale Consideration shall be payable or refundable as the case may be at the rates as may be decided by the Company. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Applicant(s).
22. In the event that Applicant(s) does not accept such substitute apartment and if there is no other apartment of a similar size at another location, then the Applicant(s) shall be refunded its paid up Sale Consideration without any interest thereon, and excluding any interest or penalty paid by the Applicant(s) on any delayed payment. No other claim monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant(s).
23. The Applicant(s) understands and acknowledges that on account of modifications to the Layout Plan and/or for other reasons, when constructed, the Project may not include the Apartment allotted to the Applicant(s). In the case of the absolute deletion of the Apartment allotted to the Applicant(s) on account of reduction in the overall number of apartments in the Project or modification in its Layout Plan or due to any other reason whatsoever, the paid up Sale Consideration received against the Apartment by the Company shall be refunded to the Applicant(s), along with simple interest thereon at the rate of six percent (6%) per annum. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Applicant(s).
24. That the allotment letter issued by the Company allotting the Apartment in the Project shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, including Apartment Buyer's Agreement, as stated herein. If, however, the Applicant(s) fail to execute the necessary documents including the Apartment Buyer's Agreement, within stipulated time from the date of offer

of allotment by the Company, then this application may be treated as cancelled at the sole discretion of the Company and the Earnest Money shall stand forfeited and the Applicant(s) shall be left with no rights or interest or claims in the said Application/ allotment. No compensation or interest or any charges shall be paid by the Company to the Applicant(s). It is specifically understood by the Applicant(s) that upon execution of the terms and conditions as set out in the Apartment Buyer's Agreement, it shall supersede the terms and conditions as set out in this Application or any other communication in this regard.

25. That for all the intents and purpose and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender.
26. The Applicant(s) agree that the Company shall have the right to raise finance/loan from any financial institution/bank by the way of mortgage/charge/securitization of receivables of the said Apartment subject to the said Apartment being free of any encumbrances at the time of execution of Conveyance/Sale Deed. The Company/financial institution/bank shall always have the first lien/charge on the said Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.
27. The Applicant(s) shall indemnify and keep the Company, its directors, officers, agents, and representatives, indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Apartment Buyer's Agreement.
28. The Applicant(s) who are non-residents/foreign nationals of Indian origin agree that in respect of all remittances, acquisition/transfer of the said Apartment, any refund, transfer of the security, etc., the same shall be made in accordance with the provision of Foreign Exchange Management Act, 1999, or statutory enactments of amendments thereof, and the rules and regulations of Reserve Bank of India or any other applicable law and it shall be the sole responsibility of the non-resident/foreign national of Indian origin to abide by the same. The Company accepts no responsibility in this regard.
29. The Applicant(s) has/have confirmed and assured the Company that he/she/them/ it has read and understood the Haryana Apartment Ownership Act 1983, and such other applicable Acts/Rules and their implications thereof in relation to the various provisions of this Application and the Applicant(s) has/have further confirmed that he/she/they/it is/are in full agreement with the provisions of the application in relation to Haryana Apartment Ownership Act 1983, and such other Acts/Rules and shall comply, as and when applicable and from time to time, with the provisions of the Haryana Apartment Ownership Act, 1983, or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application.
30. The Applicant(s) understand/s that this application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Residential Apartments in the said Project to anybody or altogether decide to put at abeyance/ abandon the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the bookings amount being received by the Company with this Application from Applicant(s). In case of the Company abandoning the Project, for reasons other than force majeure or Governmental orders or as a result of law, the Applicant(s) shall be entitled to refund of the entire amount with simple interest @ six percent (6%) p.a. on the received amount(s).

31. The Applicant(s) agree(s) that in case the Company is unable to deliver the said Apartment to the Applicant(s) for his/her/their/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(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment/Tower for any reason whatsoever; (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; (d) due to force majeure conditions; or (e) any other circumstances beyond the control of the Company or its officials, then the Company may cancel the Allotment of the said Apartment in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
32. The compliance hereof by the Company shall be subject at all times to Force Majeure circumstances, and any event beyond the reasonable control of the Company by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures have been prevented, or caused to have been prevented, and which materially impairs or adversely affects the Company's ability to perform its obligation under this Application Form, and which events and circumstances shall include but not be limited to acts of God, i.e., (a) fire, drought, floods, earthquake, epidemics, natural disasters or deaths or disabilities; (b) explosions or accidents, air crashes and shipwrecks; (c) strikes or lock outs, industrial dispute; (d) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries; (e) war and hostilities of war, riots or civil commotion; (f) non-procurement of any approval from any Governmental authority or imposition of any adverse condition or obligation in any approvals from any Governmental authority, including delay in issuance of the occupation certificate, completion certificate and/or any other approvals/certificate as may be required; (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement; (h) economic recession; (i) any event or circumstances analogous to the foregoing. In the event of happening of any Force Majeure events, the Company shall be entitled to reasonable extension of time for performance of its obligations under this Agreement.
33. Subject to Force Majeure and further subject to the Applicant(s) having complied with all its obligations under the terms and conditions of this Application and the Applicant(s) not being in default under any part of this Application including but not limited to the timely payment of the total Sale Consideration, stamp duty and other charges and also subject to the Applicant(s) having complied with all formalities or documentation as prescribed by the Company, the Company proposes to hand over the possession of the said Apartment to the Applicant(s) within a period of thirty six (36) months ("Commitment Period") from the date of commencement of construction which shall mean the date of laying of the first cement/concrete/mud slab of the tower. The applicant further agrees and understands that the Company shall additionally be entitled to a period of One Hundred and Eighty (180) Days ("Grace Period"), after the expiry of the Commitment Period to allow for unforeseen delays. Subject to the condition contained herein, if the Company fails to offer possession of the said Apartment to the Applicant(s) by the end of the said Grace period, it shall be liable to pay to the Applicant(s) compensation calculated at the rate of Rs. 7.50 (Rupees Seven and Paise Fifty) only per sq. ft. of Super Area ("**Delay Compensation**") for every month of delay thereafter until the actual date fixed by the Company for handing over of possession of the said Apartment to the Applicant(s).

34. Notwithstanding any other provisions of this Application, the Applicant(s) agree/s that if he/she/ they/it fails, ignores or neglects to take the possession of the said Apartment in accordance with the notice/offer of possession sent by the Company, the Applicant(s) shall also be liable to pay charges equivalent to Rs. 7.50 (Rupees Seven and Paise Fifty) only per month per sq. ft. on the Super Area of the said Apartment. The said charges shall be a distinct charge in addition to the Maintenance Charges and not related to any other charges/consideration as provided in this Application or any other Agreement that may be executed.
35. The structures comprising the Project, including the said Apartment is located may be got insured against fire, earthquake, riots and civil commotion, terrorism, etc., by the Company/ Maintenance Agency on behalf of all the owners of the Project and the proportionate cost thereof shall be payable by the Applicant(s) according to the pro-rated Super Area of the said Apartment. However, all the personal belongings, fixtures and valuables whatsoever of the Applicant(s) contained in the said Apartment shall be got insured by it at its own cost. The cost of insuring the building structure shall be recovered from the Applicant(s) as a part of total Maintenance Charges and the Applicant(s) hereby agrees to pay the same. The Applicant(s) shall not do or permit to be done any act or thing which may render void or voidable the insurance of any apartment or any part of the construction comprising the Project or cause increase in the premium to be paid in respect thereof in which event the Applicant(s) shall be solely responsible and liable.
36. The Company shall have the absolute right to make additional construction anywhere in the Project, whether in account of increase in Floor Area Ratio (FAR) or better utilization of the said land or for any other reason whatsoever to the extent permissible by the Government or Director Town and Country Planning, Chandigarh, Haryana. The Company shall have the absolute and unfettered right to transfer such additionally constructed areas in any manner whatsoever as the Company may in its absolute discretion think fit. The Company and the transferees of such additional construction shall have the same rights as the applicant with respect to Project including the right to the member of the Society of apartment Owners ("RWA") to be formed under the Haryana Apartment Ownership Act, 1983 and an equal right to use of the Common Areas and other common amenities of the Project.
37. Notwithstanding anything contained in this Agreement, timely performance by the Applicant(s) of all its obligations under this Application, including without limitation, its obligations to make timely payments of the Sale Consideration, Maintenance Charges and other deposits and amounts, including any interest or penalty, in accordance with this Application shall be of essence under this Application. If the Applicant(s) neglect/s, omit/s, ignore/s, or fail/s in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Company any of the instalments or other amounts and charges due and payable by the Applicant(s) by respective due dates, the Company shall be entitled to cancel the allotment and terminate this Application in the manner described hereunder.
38. In case any breach committed by the Applicant(s) is incapable of rectification or is in the opinion of the Company unlikely to be rectified by the Applicant(s) or is such where the breach is repeated or is continuing despite the Applicant(s) being given an opportunity to rectify the same, then this Application may be cancelled by the Company at its sole option by written notice to the Applicant(s) intimating to it the decision of the Company to terminate the Application and the grounds on which such action has been taken.
39. In all other cases not covered under this clause, the Company shall give to the Applicant a notice(s) calling upon it to rectify the breach set out in the said notice within the time given therein. In the event that the Applicant(s)

fails to establish to the satisfaction of the Company that the said breach has been rectified by it within the time specified in the said notice, the Company may terminate this Application in the manner set out in this clause above and to the same effect.

40. For the removal of doubt, it is clarified that notwithstanding the fact that the refund cheque has not been dispatched by the Company, or if dispatched, it has not been received by the Applicant(s) or if received, such refund cheque is retained unencashed by the Applicant(s), the mere dispatch of the termination notice by the Company would be deemed to sufficiently and by itself constitute termination of this Application and no further act on the part of the Company would be necessary for this purpose. It is further clarified that immediately on dispatch of the termination notice, the Company shall be entitled to re-allot the said Apartment afresh to any other person and the Applicant(s) agrees and undertakes that it shall not object thereto nor seek any legal relief so as to prevent such re-allotment.
41. The Applicant(s) understands, agrees and consents that upon such termination, the Company shall be under no obligation save and except to refund the amounts already paid by the Applicant(s) to the Company, without any interest, and after forfeiting and deducting the Earnest Money and other amounts due and payable to it including any interest accrued on delayed instalments and late payment charges from the date of such termination. Upon termination of this Application and dispatch of the said payment by the Company, the Applicant(s) shall have no further rights, claims, etc., against the Company and shall be deemed to have waived all such rights, claims, causes of action, interest, charges or lien arising out of and/or in relation to the Application and/or said Apartment, and the said payment shall also be deemed to be a valid and full settlement of all such rights, claims, cause of action, interest, charges or lien and a valid and complete release and discharge of the Company in respect of all such rights, claims, cause of action, interest, charges or lien. The Company shall thereafter be free to deal with the said Apartment in any manner whatsoever, in its sole and absolute discretion and in the event that the Applicant has taken possession of the said Apartment, then the Company shall also be entitled to re-enter and resume possession of the said Apartment and everything whatsoever contained therein and in such event, the Applicant(s) and/or any other person/occupant of the said Apartment shall immediately vacate the said Apartment and otherwise be liable to immediate ejection as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company against the Applicant(s).
42. The Applicant(s) agree/s that the Company shall have the right to transfer ownership of the said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by the way of sale/disposal or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any the objection in this regard.
43. The Applicant(s) should correctly mention his/her/their/its PAN in the application form and if the same is not provided then the Application may be rejected. The Application Form should be signed by the person(s), or his/her/their/its registered Power of Attorney, who want(s) to get the Apartment in the Project. Similarly, in the case of a Company applying for the Residential Apartment(s), the same should be signed through its Authorized Personnel enclosing a Board Resolution.
44. The Company reserves the right to cancel the allotments of Apartment (s) in case of the allotment being obtained through misrepresentation and suppression of material facts by the Applicant(s) and Company's decision in this regard shall be final and binding on the Applicant(s).

45. All or any disputes arising out or touching upon or in relation to the terms of this Application and/or Apartment 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, Haryana, by the sole arbitrator appointed by the Company. The Applicant(s) hereby confirms that he/she/they/it shall have the jurisdiction in all matters arising out of/touching and/or concerning this Application and/or Apartment Buyer's Agreement regardless of the place of the execution of this Application which is deemed to be at Gurgaon, Haryana.

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 as are comprehensively set out in the Apartment 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 Apartment 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/Apartment 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 lieu on the Residential Apartment applied for, unless finally allotted to me/us by the Company.

SINGAPORE STYLE WORLD-CLASS APARTMENTS

× Signature of the Applicant(s)

Place: _____

Date: _____

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.