

**M3M**<sup>TM</sup>  
**latitude**  
LIVING WITH ATTITUDE

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APPLICATION FORM

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**Application Form for Provisional Allotment of a Residential Apartment in  
"M3M LATITUDE", Sector 65, Gurgaon, Haryana**

**M3M India Private Limited ("Company")**

Paras Twin Towers,  
Tower "B", 6<sup>th</sup> Floor,  
Golf Course Road, Sector-54,  
Gurgaon-122 002,  
Haryana, India.

Dear Sir/s,

I/We request that I/we may be provisionally allotted a residential apartment with tentative Super Area of approx. \_\_\_\_\_ sq. ft./ \_\_\_\_\_ sq. mtrs. ("**Apartment**") in "**M3M LATITUDE**", ("**Project**"), located in Sector 65, Gurgaon, Haryana, India under the Construction Linked Plan [ ], Down Payment Plan [ ], Possession Linked Plan [ ], Other Payment Plan \_\_\_\_\_ [ ].

A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) has been tendered vide Cheque/ Demand Draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ towards the provisional booking of an Apartment ("**Booking Amount**").

I/We am/are making this application with the full knowledge that the Company, along with/through its associate company/ies, 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/We agree to the provisional allotment of an Apartment as may be done by the Company. In the event the Company agrees to provisionally allot an Apartment to me/us, I/we agree to make timely payment of all the installments of the Total Consideration (as defined herein) and all other dues, charges, duties and taxes including any fresh incidence/enhancement thereof, current or retrospective in effect, that may be levied by the Government/any statutory/competent authority as well as in terms of the Apartment Buyer's Agreement ("**Agreement**") to be executed, based upon the Super Area of the Apartment so allotted, as per the Payment Plan that I/we have opted for, and which has been duly explained in detail to me/us by Company to my/our satisfaction and I/we confirm having fully understood the same. I/We are acting further having made an independent analysis and judgement regarding the same.

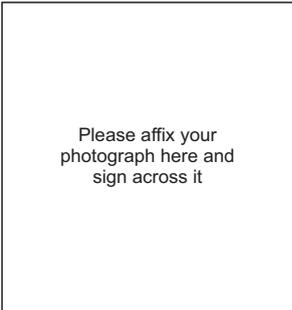
I/We understand that this application does not entitle me/us to the provisional allotment of an Apartment, notwithstanding that the Company may issue its receipt in acknowledgement of the Booking Amount. I/we confirm and undertake that upon issuance of the allotment letter by the Company provisionally allotting an Apartment to me/us, I/we shall be bound to execute the necessary documents, including the Agreement, as stated herein. I/We hereby confirm and agree that it is only after I/we have executed the necessary documents, including the Agreement in the Company's standard format, unconditionally and without qualification, that the provisional allotment of the Apartment shall become effective and shall be binding on the company.

I/We hereby consent and 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 and that I/we am/are a major and also capable of contracting in my/our name.

**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 \_\_\_\_\_

Date of Birth \_\_\_/\_\_\_/\_\_\_; Anniversary date \_\_\_/\_\_\_/\_\_\_;

Business/Profession \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person 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. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_

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

PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_

PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_

× Signature of the Applicant/s



**2. SECOND APPLICANT**

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

S/W/D of \_\_\_\_\_

Nationality \_\_\_\_\_

Date of Birth \_\_\_/\_\_\_/\_\_\_\_\_; Anniversary date \_\_\_/\_\_\_/\_\_\_\_;

Business/Profession \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person 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. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_

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

\_\_\_\_\_

PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_

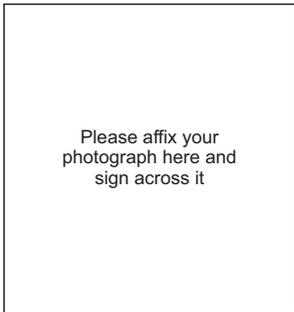
Office Name & Address \_\_\_\_\_

\_\_\_\_\_

PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_



× Signature of the Applicant/s

**3. THIRD APPLICANT**

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

S/W/D of \_\_\_\_\_

Nationality \_\_\_\_\_

Date of Birth \_\_\_/\_\_\_/\_\_\_\_\_; Anniversary date \_\_\_/\_\_\_/\_\_\_\_\_;

Business/Profession \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person 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. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_

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

\_\_\_\_\_

PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_

PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail ID \_\_\_\_\_ Mobile No. \_\_\_\_\_

{For additional applicants use separate sheet(s)}



× Signature of the Applicant/s

**4. APARTMENT IN “M3M LATITUDE”, SECTOR-65, GURGAON, HARYANA**

Apartment Type: \_\_\_\_\_ Apartment No.: \_\_\_\_\_ Floor No.: \_\_\_\_\_

Super Area of the Apartment \_\_\_\_\_ sq.ft./ \_\_\_\_\_ sq. mtr (approx.) (1 sq.ft. = 0.0929 sq. mtr.)

A. Basic Sale Price (**BSP**) Rs. \_\_\_\_\_ per sq.ft. of Super Area

B. Total Preferential Location Charges (**PLC**): Rs. \_\_\_\_\_ per sq.ft. of Super Area comprising of:

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 \_\_\_\_\_

C. Exclusive Right to Use of \_\_\_\_\_ Car Parking Spaces for Rs. \_\_\_\_\_

D. External Development Charges (**EDC**) and Infrastructure Development Charges (**IDC**): Rs. \_\_\_\_\_ per sq. ft. of Super Area

E. Club Membership Charges: Rs. \_\_\_\_\_

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

G. Other charges: \_\_\_\_\_

5. **PAYMENT PLAN:** Construction-Linked Payment Plan [ ]/Down Payment Plan [ ]/Possession Linked Plan [ ],

Other Plan \_\_\_\_\_ [ ]

**Notes:**

- All Payments are to be made by A/c payee Cheque/Demand Draft payable at New Delhi/Gurgaon only drawn in favor of “**M3M INDIA PRIVATE LIMITED A/C LATITUDE**” or through an interbank electronic transfer to Account No. **914020036463057**, IFSC Code **UTIB0000056** of **Axis Bank Limited**. The application would be considered for provisional allotment subject to realization of the Cheque/Demand Draft for the Booking Amount (if any). The date of clearing of the instrument shall be deemed to be the date of payment.
- All payments towards BSP, EDC/IDC, PLC, IFMS, Club Membership Charges, Charges for Exclusive Right to Use of Car Parking Space/s, other statutory charges or any incidence of tax (current and/or retrospective), maintenance or any other charges payable shall be paid by the Applicant as and when demanded by the Company or its nominated maintenance agency.
- Stamp Duty, Registration Charges and miscellaneous incidental expenses and documentation charges shall be payable extra by the Applicant.
- It shall be the sole responsibility of non-resident/foreign national/person of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.
- Service Tax and other statutory dues as applicable shall be charged extra, as per the applicable Law.
- Payments from sources other than the Applicant(s) (“**Third Party**”) to be accompanied with NOCs as per the approved format of the Company failing which the company may in its sole discretion reject the same and return



× Signature of the Applicant/s

directly to said Third Party.

- To avoid penal consequences under the Income Tax Act 1961, where sale consideration for the Apartment exceeds Rs. 50 lakhs, Applicant is required to comply with provisions of Section 194 IA (effective from 01st June 2013), by deducting TDS @ 1% from each instalment/payment. Please submit with us TDS certificate and Challan showing proof of deposition of the same within 7 days from the date of tax so deposited so that the appropriate credit may be allowed in your account.
- All communications sent by the Company on the E-mail address provided by the Applicant shall be deemed to have been duly served.

6. **CHANNEL PARTNER'S NAME & ADDRESS:** \_\_\_\_\_

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

Channel Partner's Seal and Signature

**7. DECLARATION**

I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information given by me/us in this application is incomplete or is found incorrect or false at any stage, the Company shall be within its rights to reject this application and/or cancel the provisional allotment, if done, and/or terminate the Agreement, if executed, without any liabilities and penalties. I/We hereby further confirm that I/we 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 Applicant(s)



× Signature of the Applicant/s

**FOR OFFICE USE ONLY**

Receiving Officer:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTED [ ] / REJECTED [ ]**

**REGISTRATION NO: \_\_\_\_\_**

Apartment Type: \_\_\_\_\_ Apartment No.: \_\_\_\_\_ Floor No.: \_\_\_\_\_

1. Super Area: \_\_\_\_\_ sq. ft./ \_\_\_\_\_ sq. mtrs (approx.) (1 sq.ft. = 0.0929 sq. mtr.)
2. Basic Sale Price (BSP) Rs. \_\_\_\_\_ per sq. ft. of the Super Area
3. Total Preferential Location Charges: Rs. \_\_\_\_\_ per sq. ft. of the Super Area
4. Exclusive Right to Use of \_\_\_\_\_ Car Parking Spaces for Rs. \_\_\_\_\_
5. External Development Charges (EDC) and Infrastructure Development Charges (IDC): Rs. \_\_\_\_\_ per sq. ft. of Super Area
6. Club Membership Charges: Rs. \_\_\_\_\_
7. Interest Free Maintenance Security (IFMS): Rs. \_\_\_\_\_ per sq. ft. of Super Area.
8. Other charges: \_\_\_\_\_
9. Payment Plan: Construction Linked Plan [ ] / Down Payment Plan [ ] / Possession Linked Plan [ ] / Other Plan \_\_\_\_\_ [ ]
10. Payment received vide Cheque/Demand Draft/Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards Booking Amount, out of the Applicant's NRE/NRO/FC/ SB/CUR Account.
11. Provisional Booking Receipt No.: \_\_\_\_\_ dated \_\_\_\_\_
12. Type of Booking: Direct [ ] / through Channel Partner [ ]
13. Remarks (if any)

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

Place: \_\_\_\_\_

Authorized Signatory

**TERMS AND CONDITIONS OF THIS APPLICATION  
(BROAD TERMS & CONDITIONS OF THE AGREEMENT TO BE EXECUTED)**

This booking is subject to terms and conditions given hereunder which shall be binding on the Applicant until the execution of the Agreement in respect of the Apartment. These are also indicative key terms and conditions of the Agreement to be executed between the Applicant and the Company and are given with a view to broadly familiarize and acquaint the Applicant with provisions thereof.

1. The Applicant has applied for the provisional allotment of Apartment with full knowledge and understanding of all the laws, notifications and rules as are applicable to the area in general and the Project in particular, which also have been duly explained by the Company and understood by the Applicant.
2. The Applicant has verified and 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/ies in the land located in Sector 65, Gurgaon, Haryana ("**Land**"), comprising of the License No. 234 of 2007 dated 16.10.2007 (renewed vide Memo No. LC-1043-JE(S)-2014/14380 dated 2.7.2014), License No. 52 of 2009 dated 28.08.2009 (renewed vide LC-2159-JE (S) 2013/59614 dated 04.12.2013), License No. 35 of 2010 dated 06.05.2010(renewed vide Memo No.LC-1043-JE(S)-2014/21502 dated 8.9.2014), License No. 114 of 2014 dated 20.08.2014 and License No. 122 of 2014 dated 22.08.2014 on which the Project has been planned for development. The Applicant has understood all the limitations, restrictions, requirements and obligations in respect thereof.
3. Company proposes to develop the Land and construct the Project which shall comprise of residential apartments with suitable infrastructural facilities including multi-level basement parking in accordance with the building plan as approved by the DGTCP vide Memo no. ZP-357/JD(BS)/2010/3019 dated 10.03.2010 (revised vide Memo No. ZP-357/JD(BS)/2010/11188 dated 08.09.2010, Memo No. ZP-357/JD(BS)/2012/19471 dated 01.10.2012 and Memo No. ZP-357/AD(RA)/2015/407 dated 09.01.2015). Such plans are subject to change, as may be deemed necessary or required, in the interest of the development of the Project, as may be approved by the DGTCP or any other Government Authority.
4. The Applicant confirms that the Applicant has relied on his own judgment and investigation in deciding to make the present application, and has not based his decision upon and/or has not been influenced by any illustrative architect's plans, advertisements, brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Company.
5. The Applicant understands that the provisional allotment once done shall be final and binding on the Applicant and the Applicant confirms that he shall have no objection to the same and undertakes to accept the provisional allotment of the Apartment done by the Company. Any mention of the preferential Apartment number, floor number by the Applicant in the application, does not bind the Company in any manner whatsoever.
6. The Applicant shall execute the Agreement and a separate maintenance agreement, with the Company and/or with its nominated maintenance agency, in the standard format 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.
7. The Applicant shall make the payment of BSP, EDC & IDC, PLC, Club Membership charges, IFMS, Charges for exclusive right to use of car parking space(s), maintenance charges and/or any other charge or deposit on a Super Area basis with respect to the Apartment as per the opted 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.
8. The Applicant has understood that the BSP, EDC & IDC, Charges for exclusive right to use of car parking spaces, Club Membership charges and applicable PLC along with applicable taxes shall constitute the "**Total Consideration**" for the Apartment.

9. The Applicant shall also pay, as and when demanded by the Company, the pro-rata share of any Value Added Tax (VAT), Service Tax, Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Apartment and/ or the Applicant in relation to the Apartment.
10. The Applicant is aware that although the Total Consideration and other dues/charges are payable on the Super Area of the Apartment, however what will be transferred/conveyed to the Applicant shall be the Apartment Area. The “**Apartment Area**” shall mean and include the entire area enclosed by the periphery walls of the Apartment including the areas under the walls, columns, shafts, cut outs including the areas of the terrace(s) exclusive to the Apartment, if any, and the areas of the balcony/ies and half the area of the walls that are common with other apartments and full area in case of other walls, which form integral part of the Apartment. It is specifically clarified by the Company and accepted by the Applicant that the Apartment Area, if provided with exclusively accessible or usable open terrace(s) and balcony(ies), shall also include the area of such terrace(s) and balcony(ies) as may be provided. Notwithstanding the inclusion of such areas, the Applicant shall not cover or construct on such terrace(s) and balcony(ies) any permanent or temporary construction and shall use the same as open terrace(s) and balcony(ies) and in no other manner whatsoever. “**Super Area**” of the Apartment shall mean and include the Apartment Area plus the proportionate undivided share in the Common Areas and Facilities.
11. “**Other Charges**” – The Applicant understands that the Total Consideration does not include Electricity Connection Charges & related security deposit and/or charges for domestic gas supply pipeline, FTTH (Fiber to the Home) etc. not specifically charged or quantified herein, which shall be communicated by the Company on or before notice of possession. The Applicant agrees to pay all such charges as may be communicated and demanded by the Company without any objection to the same.
12. The Company shall by itself or through its nominated Maintenance Agency provide services for maintenance, upkeep, repairs, security, landscaping and common areas etc. for 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 notice of offer of possession of the Apartment by the Company, regardless of the actual possession or occupation of the Apartment and irrespective of whether the Applicant uses the maintenance services or not. The Applicant confirms and acknowledges that the Project will be maintained by the Company and/or an agency appointed by the Company.
13. The Applicant confirms having made this application with the full knowledge that the Company proposes to develop the Project on the Land, and that the site plan and building plans are tentative and may be changed, altered, modified, revised, added or deleted at the sole discretion of the Company, subject to regulatory approvals and that the Applicant shall have no objection to the same, if done, in pursuance thereof. It is understood and agreed by the Applicant that the location, size, and dimension of an Apartment including the Super Area mentioned is tentative and subject to change, and may be modified or revised or changed from time to time during the course of its completion and grant of Occupation Certificate. It is only upon receipt of Occupation Certificate, the final Super Area shall be calculated and communicated, which shall be final and binding.
14. The Company reserves its right, subject to applicable laws, to give on lease or hire the whole or any part of the area above the top floor (excluding exclusive terraces forming part of apartment (s) in the Project) and other areas not declared as common area and the Applicant agrees not to object to the same or to make any claim on this account.
15. The Applicant understands and agrees that it is mandatory to apply for grant of right to exclusive use of Car Parking Space(s) as applicable for the Apartment applied for. All clauses of this application, allotment and Agreement shall apply *mutatis mutandis* to the exclusive right to use of the car parking space(s) applied and so provided, wherever applicable. The right to exclusive use of Car Parking Space(s) shall be an integral part of the Apartment and cannot be transferred independent of the Apartment. Right to use of any additional parking spaces may be granted 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 (including any amendments/modifications thereof), or any applicable Acts/Rules.

16. 15% of the Total Consideration, exclusive of EDC & IDC, shall constitute the “**Earnest Money**”.
17. 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 and adherence to the opted 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 including failure to execute and return both sets of signed Agreement within 30 days of dispatch by the Company 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 provisional allotment and terminate the Agreement, if executed, at its sole discretion and forfeit an amount equivalent to the Earnest Money and recover such other amounts due and payable to the Company including any interest accrued on delayed 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, without any interest or any other compensation of any nature whatsoever, from the sale proceeds of the resale of the Apartment. Upon such cancellation, the Applicant shall be left with no right, lien or interest over the Apartment and the parking spaces in any manner whatsoever.
18. The Company at its cost and expense shall construct club facilities in the Project (“**Club**”) which, at the sole discretion of the Company, may be transferred to any third party to own, operate, manage and maintain on such terms and conditions as the Company may agree with such third party. The Applicant's right to use such Club shall at all times be subject to payment of membership charges, subscription fees and such other charges of the Club as well as upon adherence of all rules, bye-laws, terms and conditions as may be intimated by the Company or such third party in relation to such Club in the Project. The Project is a part of the development(s) on Land where additional recreational /community/commercial facilities including but not limited to a golf course are planned. The Applicant shall be entitled to use the Club and other facilities reserved for the apartments in the Project subject to the terms and conditions of the application/ Agreement. However, such right shall not extend to other facilities/amenities developed on the Land.
19. In the event the Applicant fails, neglects and/or otherwise delays payment of any of the installments or 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, 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 shall, over and above the outstanding payment, 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.
20. In case the Applicant withdraws the application or applies for cancellation of the allotment at any point of time, the Company, at its sole discretion, may cancel the allotment after forfeiting the Earnest Money and recovering such other amounts due and payable to the Company including any interest accrued on delayed 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 shall refund the balance amount, if any, from the sale proceeds of the resale of the Apartment, to the Applicant without any interest or compensation.
21. The Company shall adjust any payment received from the Applicant first towards statutory levies and then towards interest on overdue installments, thereafter towards overdue installments or any other outstanding demand and finally the balance, if any, towards the current payable installment or current dues.
22. The Conveyance Deed of the Apartment shall be executed only where full payment of the Total Consideration has been made, maintenance agreement has been executed, the Payment Plan has been fulfilled and no other charges remain due to the Company.
23. The Applicant understands that the present application and provisional Allotment is non-transferrable/ assignable. The permission to allow transfer shall be at the sole discretion of the Company, which may grant or refuse permission. Any transfer by the Applicant without the prior permission/approval of the Company shall be treated as null and void and such transfer shall not be binding on the Company.
24. The Applicant understands that the Company shall charge an administrative fee, as may be decided by the Company from time to time, for any request for transfer/ nomination and the same shall be effected in a manner

and as per procedure as may be formulated by the Company. The Applicant and the transferee shall be required to submit such necessary documents in the formats as may be required by the Company for such transfers.

25. 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.
26. The Applicant agrees and undertakes not to modify the Apartment, make any structural change 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 DGTCP and shall not cause nuisance to other residents or use the Apartment for any unlawful, illegal or immoral purposes.
27. The Applicant shall keep the Company advised about its latest mailing address, both postal and e-mail, failing which all demands/notices/communications 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. The Applicant confirms and agrees that any communication to the email address provided in the application shall be considered a valid communication to the Applicant(s).
28. In case the Applicant has opted for a construction-linked payment plan, the Company shall, subsequent to time linked installments, send call/demand notices for only the construction linked installments. In all other cases or time linked installments it shall not be obligatory on the part of the Company to send call/demand notices/reminders for payments as may be due from the Applicant as per the opted Payment Plan.
29. The Applicant has read and understood all the terms and conditions set out in this application, understood the mutual rights and obligations and agree that some of the conditions set out in this application, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the said Project. The Applicant also confirms that the Applicant has chosen to invest in the Apartment/Project after exploring all other option of similar properties available with other builders, developers and available in re-sale in the vast and competitive market of National Capital Region and therefore have voluntarily approached the Company for allotment of the Apartment in the Project.
30. 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 or the provisional allotment. 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.
31. The Applicant understands that the Company shall develop the Project in accordance with the approved 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 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, its Super Area or related PLC, then the resultant variation in applicable Total Consideration agreed herein, as the case may be, shall either be payable or refundable without any interest thereon and at the BSP mentioned herein.
32. In the event the variation in the Super Area of the Apartment is greater than 10% and such variation 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, including the applicable PLC, 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.

33. In the event the Applicant does not accept such alternate apartment or if there is no other apartment of a similar size within the Project, the Applicant shall be refunded the actual amounts received against the Total Consideration without any interest or compensation in any form within Thirty (30) days of receipt of equivalent amount from 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.
34. The Applicant understands and acknowledges that on account of any change in the layout or building plans or for any other reason, the Project may not include the Apartment allotted to the Applicant. In such an event, the Applicant shall be offered an alternate apartment within the Project. However, if there is no alternate apartment available or if available, is not acceptable to the Applicant, then, the amount of Total Consideration received against the Apartment shall be refunded within a period of Ninety (90) days of such confirmation, along with simple interest thereon at the rate of Nine Percent (9%) per annum applied from the date of receipt of each payment installment from the Applicant. There shall be no other claim, whatsoever, monetary or otherwise against the Company and/or the Associate Company/ies nor any claim or demand shall otherwise be raised by the Applicant.
35. 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 of 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 and the Allotment shall be treated as cancelled and the Earnest Money 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.
36. 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 also have a *pari passu* lien/charge on the Apartment for all sums payable by the Applicant in respect of the Apartment.
37. The Applicant may apply for a loan, if required, to any bank/financial institution of his choice. The Applicant understands that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in sanctioning and disbursement of the loan to the Applicant. Company shall not be held responsible in any manner whatsoever in the event the application for loan made by the Applicant is rejected by any bank/ financial institution and the loan is not sanctioned and/or disbursed. The Applicant confirms that his liabilities to pay the installments and other amounts and charges due and payable to the Company are not dependent upon such loan and shall continue unabated irrespective of status of his application for loan and/or if the loan amount is not disbursed in time upon its sanction by the bank/ financial institution. In case the Applicant avails of a loan, the Conveyance Deed shall be executed only upon receipt of No-objection certificate from such bank/financial Institution.
38. The Applicant agrees that the Company shall have the right to transfer/assign or otherwise alienate the Project or the development rights of the Land or any other rights available to the Company, as the case may be, in whole or in part, to any entity by way of sale/merger/amalgamation/transfer or any other arrangement as may be decided by the Company without any intimation to the Applicant and the Applicant hereby agrees to such rights of the Company and confirms not to have any objection and shall not raise any dispute in this regard at any time.
39. 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 this Application/ provisional Allotment.
40. An Applicant who is a non-resident/foreign national/person of Indian origin agrees to abide by the provisions of

Foreign Exchange Management Act, 1999 (FEMA), or statutory enactments or 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. The Applicant agrees that in the event of any failure on his part to comply with the same, the Applicant shall alone be liable for any action under FEMA or any other applicable law and shall keep the company fully indemnified and harmless in this regard. The Applicant may visit [www.rbi.org.in](http://www.rbi.org.in) to check the latest rules/notifications in this regard.

41. 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.
42. The Applicant agrees that the BSP of the said Apartment is based on cost of construction (“COC”) of Rs. 4500/- (Rupees Four Thousand Five Hundred Only) per sq. ft./per 0.0929 sq. mtrs of Super Area, estimated as of January 2015. The computation of variation in COC shall be done as per methodology described herein, based on price index and rates notified by Government Bodies and Statutory Authorities, from time to time, for whole of the period under consideration and shall be applicable upto the due date of handing over or Notice of Possession, whichever is earlier, as provided hereinafter. Variation in COC upto 5% shall be borne by the Company. However, if the variation is more than 5%, then the entire variation shall be charged or refunded to the Applicant, as the case may be. The Applicant undertakes to pay the variation in COC, whether interim or final, as and when demanded (lumpsum or otherwise) by the Company. The Applicant agrees and understands that any default in payment of the same shall be deemed to be a breach of the terms and conditions of the Agreement.

$$V = (\text{COC}) \times \{0.4 \times \frac{(L1 - L0)}{L0} + 0.55 \times \frac{(M1 - M0)}{M0} + 0.05 \times \frac{(D1 - D0)}{D0}\}$$

Where:

V	Variation in cost of construction per sq. ft./per 0.0929 sq. mtrs of the Super Area
L1	Minimum Wages of an unskilled labour, fixed under statutory rule/order as applicable for Gurgaon for the period under consideration till the next revision
L0	Minimum Wages of an unskilled labour, fixed under statutory rule/order as applicable for Gurgaon as on January 2015
M1	All India wholesale price index for all commodities for the period under consideration as published by economic advisor to the Government of India, Ministry of Industries & Commerce
M0	All India wholesale price index for all commodities as published by economic advisor to the Government of India, Ministry of Industries & Commerce as valid as on January 2015
D1	Retail rate of Diesel (HSD) in Gurgaon as applicable for the period under consideration till the next revision
D0	Retail rate of Diesel (HSD) in Gurgaon as on January 2015

43. 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 notwithstanding the allotment 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 due 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.
44. The Applicant agrees that in case the Company has to put in abeyance/abandon the Project or 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.

45. The compliance of the terms and conditions of this application and the development of 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) mischief, explosions (including fire resulting from explosion), aircraft impact damage; c) strikes or lock outs, industrial disputes; d) non-availability of cement, steel or other construction material due to strikes or lock outs 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) delay or imposition of any adverse condition or obligation in any approval from any Government Authority including but not limited to delay in issuance of Occupation Certificate; g) promulgation or amendment of any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts the Company/Associate Companies from complying with the terms and conditions as contained in this application; h) economic recession i) political unrest and j) any event or circumstance similar or analogous to the foregoing or beyond the control of the Company. In case of a Force Majeure event, the Company shall be entitled to reasonable extension of time for performance of its obligations or to put in abeyance or otherwise entirely abandon the Project.

46. 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 each and every installment of the Total Consideration and other dues and charges and also subject to the Applicant having complied with all documentation as may be required by the Company including but not limited to execution of the maintenance agreement, possession of the Apartment may be offered within a period of forty eight (48) months from the date of commencement of construction which shall mean the date of laying of the first plain cement concrete/ mudmat slab of the Project or the date of execution of the Agreement, whichever is later ("**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, subject to compliance of conditions herein above mentioned, 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 date of notice of possession.
47. 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 within the stipulated time, the Applicant shall be liable to pay charges equivalent to Rs. 10/- (Rupees Ten Only) per sq. ft. per month 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.
48. On behalf of all the apartment owners, the Company/ Maintenance Agency may insure the Project in which the Apartment is located against fire, explosion, 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 together with third party risk may separately be insured by the Applicant at costs to be borne only by the Applicant. 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.

49. The Company shall have the right to make additional constructions on the Land including anywhere within the Project including construction of additional floors in the tower in which the Apartment is located, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the 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, subject to applicable laws, to transfer such additional constructed areas in any manner as the Company may in its absolute and sole discretion deem fit. The Applicant understands that for facilitating such additional construction there may be a change in layout of the Project to which the Applicant shall have no objection. 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 (including any amendments/modifications thereof) and the right to permissible use of the Common Areas and Facilities of the Project.
50. 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, 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/ transaction. 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 being given an opportunity to remedy the same, then this application may be treated as cancelled by the Company at its sole option by written notice of termination to the Applicant intimating the decision of the Company to treat the application as cancelled and cancel the allotment stating the grounds on which such action has been taken;
  - b. In all other cases where breach is capable of remedy, the Company shall give to the Applicant a breach cure period of 15 days or as specified in such notice to remedy the breach set out in such notice within the time given therein. In the event that the Applicant fails to remedy the notified breach or establish to the satisfaction of the Company that the breach has been remedied within the time specified in the said notice, the Company may treat the application as cancelled and cancel the allotment.
  - c. For the removal of all doubts, it is hereby clarified that the email (as per records of the Company) or dispatch of the notice of termination by 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.
  - d. The Applicant understands, agrees and consents that upon such cancellation, the Company shall be under no obligation except to refund the amounts already paid by the Applicant to the Company, without any interest, 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 till the date of such cancellation, brokerage/commission/margin paid to any Channel Partner etc. The Company shall thereafter, be free to deal with the Apartment in any manner whatsoever at its sole and absolute discretion/re-allot/resell the Apartment to any other person without entertaining any objection/claim from the Applicant.
  - e. In case the Applicant has assumed possession of the Apartment prior to cancellation, 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.
51. 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 holder. Similarly, in the case of a Company/ LLP/ Partnership applying for an Apartment, the application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution/ Authorization.
52. Allotment of an Apartment is entirely at the discretion of the Company which retains its right to reject an application without assigning any reason. Further, 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.

53. Any dispute arising out of or touching upon or in relation to the terms of this application and/or the transaction including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the parties are unable to settle their disputes within 15 days, 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, by a sole arbitrator selected from the names of two arbitrators suggested by the Company. In case the applicant delays/neglects/refuses to select one of the names from the suggested names within 15 days of intimation, the Company shall be at liberty to appoint one of the proposed persons as a sole arbitrator, whose appointment shall be final and binding on the parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in Gurgaon, Haryana.
55. The District Courts at Gurgaon, Haryana and/or Punjab and Haryana High Court, to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this application and the arbitration proceedings there under.

### Declaration

I/ We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are binding in nature and are also indicative of the terms and conditions of the Agreement which shall be comprehensively elucidated and delineated therein. I/We am/are 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/ we shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein or as may be contained in the Agreement. The Company has readily provided all explanations and clarifications to me as sought by me and after giving careful consideration to all facts, terms and conditions; I/ we have now signed this Application Form and paid the booking amount fully aware and conscious of my duties, liabilities and obligations. I/We further undertake and assure the Company that in the event of rejection of the application and/or cancellation of my provisional booking or allotment, I/ we shall have no right, interest or lien on the Apartment, if any.

× Signature of the Applicant/s

Place: \_\_\_\_\_

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

**Note:** The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two; reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted; & reference to the words "include" or "including" shall be construed without limitation.

× Signature of the Applicant/s

## **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, Aadhar Card or any other Govt. ID)
- Proof of Citizenship
- Any other document/certificate as may be required by the Company.

### **Partnership Firm/LLP**

- 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.

### **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.



**M3M India Private Limited**

CIN: U80903HR2007PTCO44491

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