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

Dear	2	irs
ואבונו		115

/We request that I/We may be all	the Group	Housing Colony kr	nown as "M3M Golf E	Estate", Sector-	q.ft. -65,
Gurgaon, Haryana, under Down	Payment Pla	in [] Construction L	.inked Plan [] opted b	y me/us.	
/We have paid a sum of Rs		(Rupees) only by wa	y of
Cheque/Bank Draft No	_ dated	drawn on		as a token amo	unt
towards provisional booking of th	e Residentia	Apartment.			

In the event of the Company agreeing to allot a Residential 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.

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 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 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 Residential Apartment in said Group Housing Colony, 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 Group Housing Colony 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.





My/our particulars are given below for your reference and record:
1. SOLE OR FIRSTAPPLICANT
Mr./Ms./M/s Please affix your photograph here
S/W/D of
Nationality
Age,
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. NoFax No
Permanent Address:
PIN Code:
Tel. NoFax No
E-mail ID:Mobile No.:

X Signature



2. SECOND APPLICANT	
Mr./Ms./M/s	
S/W/D of	Please affix your photograph here
Nationality	
Age years; Profession,	
Residential Status: Resident/Non-Resident/Foreign National of Indian Or	
Income Tax Permanent Account No(Photoco	opy 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. NoFax No	
E mail ID:	

X Signature



2. THIRD APPLICANT	
Mr./Ms./M/s	
S/W/D of	Please affix your photograph here
Nationality	
Age years; Profession,	
Residential Status: Resident/Non-Resident/Foreign National of Indian Ori	gin
Income Tax Permanent Account No(Photoco	py of PAN Card to be attached)
Ward/Circle/Special range and place where assessed to Income Tax	
Mailing Address:	
PIN Code:	
Tel. NoFax No	
Permanent Address:	
PIN Code:	
Tel. NoFax No	
E mail ID:	

X Signature

{for additional applicants use separate sheet(s)}



APARTMENT IN "M3M GOLF ESTATE", SECTOR-65, GURGAON-122 001, HARYANA _____ Apartment No.:_____ Floor No.: ______ in_____ Super Area ______ sq. ft._____ sq mtrs. (approx.) Basic Sale Price Rs: ______ per sq. ft. of super area A. B. Preferential Location Charges (PLC), if applicable: @ Rs. _____ per sq.ft. of the super area for _____ @ 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 _____ Mandatory Car Parking Space Charges: Rs._____ C. _____(lump sum) Interest Free Maintenance Security (IFMS): Rs. ______per sq. ft. of super area. D. E. External Development Charges (EDC) + Infrastructure Development Charges (IDC): Rs._____per sq. ft. of super area Community Club Membership Charges: Rs.____ F. G. Any other charges: Rs.____ PAYMENT PLAN: DOWN PAYMENT PLAN []/CONSTRUCTION LINKED PAYMENT PLAN [] 5 Note: Payments to be made by A/C Payee Cheque(s)/Demand Draft(s) in favour of "M3M India Ltd. A/C Golf Estate", payable at New Delhi/Gurgaon only. 6 CHANNEL PARTNER'S NAME & ADDRESS: Stamp

X 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.

Place:

X Signature of Applicant(s)



FOR OFFICE USE ONLY

RECEI	IVING OFFICER:			
Name_		_ Signature	Date	
1.	ACCEPTED / REJECTED			
	Apartment No.:	, Block 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	
	Preferential Location Charges (if applicable): @ Rs per sq. ft. of the super area of the Apartment.			
membe charge	: All the payments towards EDC ership, maintenance charges and es, if any, shall be payable by the ated maintenance agency for the sa	other statutory charges or any to e Applicant(s) as and when de	fresh incidence of tax or any other	
3.	Stamp Duty, Registration Charges, incidental expenses/documentation charges, shall be extra a actual and shall be borne by the Applicant(s).			
4.	Payment Plan: Down Payment [] / Construction Linked []			
5	Payment Received vide Cheque Rs (Rupees towards booking out of NRE/NRC		dated for) only towards token amount	
6.	Provisional booking receipt no.:	dated		
7.	Booking: Direct/through Channe	el Partner		
8.	Remarks:			
	Date:		Authorized Signatory	

X Signature



Cleared by stock on _____

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN "M3M GOLF ESTATE", SECTOR-65, GURGAON-122001, 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 a Residential Apartment with full knowledge of all the laws/notifications and rules applicable to this Residential Group Housing Colony 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, 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 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 Residential 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 Residential Apartment in favour of the Applicant(s).
- The Applicants shall be liable to make timely payment of the monthly maintenance charges for the Residential Apartment as and when demanded by the Company and/or the nominated maintenance agency.
- 6. That the Applicant(s) understand that the parking space(s) mentioned herein shall be an integral part of the said Residential Apartment and cannot be sold independent of the said Residential 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 Tower/Group Housing Colony 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).



- 7. The Company is in the process of developing the said Group Housing Colony 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 Residential Apartment, the same shall be valid and binding on the Applicant(s).
- 8. 15% of the total sale consideration charged on the Super Area of the Residential 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 simple interest @ 24% per annum 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.

- 9. 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.
- 10. That the transfer of Residential 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.
- 11. The Applicant(s) shall take possession of the said Apartment after making the full payment and the Company shall facilitate getting the Conveyance/Sale Deed executed within thirty (30) days from the date of the notice of possession issued by the Company subject to terms and conditions of the Apartment Buyer's Agreement.



- 12. The Applicant(s) shall not use the said Residential Apartment or permit the same to be used for any purpose other than residential as sanctioned by DTCP 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.
- 13. 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/cancelation 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).
- 14. The allotment of the Residential 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.
- 15. That the allotment letter issued by the Company allotting the Residential Apartment in the Group Housing Colony, viz., M3M Golf Estate, 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 and/or thirty (30) days from the date of offer of allotment by the Company, then this application may be treated as cancelled. 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 supercede the terms and conditions as set out in this Application or any other communication in this regard.
- 16. 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.
- 17. 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 Residential 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 Residential 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.
- 18. 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.
- 19. 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 responsibly of the non-resident/foreign national of Indian origin to abide by the same. The Company accepts no responsibility in this regard.

- 20. 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 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.
- 21. The Applicant(s) understand 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 Tower/Group Housing Colony 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 @ 9 % p.a. on the received amount(s) within a period of 180 days.
- 22. 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.
- 23. The Applicant(s) agree that the Company shall have the right to transfer ownership of the said Colony 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.
- 24. 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 registered Power of Attorney, who want(s) to get the Residential Apartment in the Group Housing Colony. 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.
- 25. 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).



26. 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 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.

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 forfeitures 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 in any manner whatsoever by the Company.

Place:		Signature of the Applicant(s

