

M/s M3M India Infrastructures Private Limited
Registered Office: 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Badshahpur, Gurgaon, Haryana- 122101
Correspondence Office: 7th Floor, M3M Urbana Business Park Tower A, Sector-67, Gurugram, 122102, Haryana (CIN: U45400HR2014PTC054057)

M/s M3M India Infrastructures Private Limited
7th Floor, M3M Urbana Business Park,
Tower A, Sector-67,
Gurugram, 122102, Haryana

Application Form for the provisional allotment of a Industrial Plot in the Project Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots situated at Village Jhund Sarai Abad & Bas Haria, Sector – M9, M10 & M11, Gurugram Manesar Urban Complex, District Gurugram (Haryana)

Dear Sir/s,

I/ We request that I/We may be provisionally allotted a unit for Industrial Plot bearing Plot No. _____, Tower No. _____, Type: _____, Floor: _____, (hereinafter referred to as "Plot"), having plot area of approx. _____ sq. mtrs./ _____ sq.ft. (hereinafter referred to as the "**Plot Area**"), in 'Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots', being developed on land admeasuring 139.79375 acres (hereinafter referred to as "**Licensed Land**"), in the revenue estate of village Jhund Sarai Abad & Bas Haria, Sector-M9,M10 & M11, District- Gurugram (Haryana).

I/We am/are making this Application with the full knowledge that:

- (i) The Developer is the absolute and lawful owner of land admeasuring 139.79375 Acres situated at Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana (hereinafter referred to as the "said Land").
- (ii) The Developer is developing the Industrial Plotted Colony on the said Land ad-measuring 139.79375 Acres situated at Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana. The Developer has been granted License bearing Endst No. LC- 5390/JE(SK)/2025/35500 dated 08.09.2025 ("License") for land admeasuring 139.79375 Acres situated in Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana. ("Licensed Land") for development of an Industrial Plotted Colony (hereinafter referred to as the "Plotted Colony") by the Director General, Town and Country Planning, Haryana, Chandigarh ("DGTCP/DTCP") under Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules 1976.
- (iii) The said Industrial Plotted Colony being developed on the Licensed Land shall consist of Industrial Plots, Group Housing, Affordable Group Housing Colony, Commercial Plots along with development of other essential facilities/components as permitted by law all in accordance with the Licence and layout plans as approved from time to time by DTCP. The said Industrial Plotted Colony will be developed over a period of time in a planned and phased manner and each phase shall be a standalone project as may be determined by the Developer in its sole and absolute discretion and shall form integral part of the larger development in the licensed Industrial Plotted Colony;
- (iv) The Developer has obtained layout plan approval for the Industrial Plotted Colony from DTCP vide DRG no. DTCP-11429 dated 09.09.2025.
- (v) The Industrial Plots in the Industrial Plotted Colony is being developed as "Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots" on land admeasuring 46.29744 Acres ("Project Land") situated at Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana.
- (vi) The Project "Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots" is duly registered under the Real Estate (Regulation and Development) Act, 2016 ("RERA Act") read with Haryana Real Estate (Regulation and Development) Rules, 2017 ("H-RERA Rules") and the Haryana Real Estate

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Regulatory Authority, Gurugram (Registration of Project) Regulations, 2018 (“H-RERA Regulations”) framed thereunder by the Government of Haryana, with the Haryana Real Estate Regulatory Authority at Gurugram vide Registration No. _____ dated _____;

- (vii) The details of the Industrial Plot applied for, are mentioned in “Schedule-I” and the specifications are mentioned in “Schedule-II”.
- (viii) In addition to the aforesaid all other approvals and permissions were also applied for and granted by the concerned authorities.
- (ix) The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein. The Allottee confirms that he/she/they has/have relied on their own independent judgment, investigation, physical inspection of the Industrial Plotted Colony/Project and inspection of documents including relevant sanctioned plans/development plan (for the present Industrial Plotted Colony/Project), statutory approvals, the relevant information and details in deciding to enter into this Agreement, and has/ have not solely based its decision upon and/or has/have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Developer. The Allottee further confirms that, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation, and being fully satisfied has/have decided to purchase the Industrial Plot;

Although there shall be interconnection of essential common infrastructure facilities proposed to be provided amongst various phases that would be developed on the Licensed Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. which shall be available for use by all occupants of all the Phases/Projects to be developed in the Colony in due course, the present project/phase namely “Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots” herein shall be deemed to be an independent real estate project for the purposes of applicability of the provisions of the RERA Act, H-RERA Rules and H-RERA Regulations read with the Haryana Plot Ownership Act, 1983. However, I/ We agree and undertake that I/We shall be liable to pay the requisite maintenance charges in respect of such interconnected essential common infrastructure facilities proposed to be provided on the Licensed Land as may be fixed by the Company/ nominated Maintenance Agency/Master Association/Competent Authority, as the case may be from time to time.

(vi) I/We am/are making this Application with the full knowledge that the Project is being developed by the Developer under various approvals granted by The Director Town and Country Planning, Haryana (“DTCP”). The scope of this Application is limited only to the allotment of the Industrial Plot in the present project of “Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots” situated at Sector M9, M10 & M11, Gurugram, Haryana.

(vii) I/ We are aware that I/ We shall have the right and beneficial interest only in respect of the common areas & facilities pertaining to this Project and more particularly as provided in the Deed of Declaration to be filed by the Company under the Applicable Laws and that I/We shall not be entitled to claim any rights or beneficial interests in the common areas & facilities which may be provided by the Company as a part of other phases/projects as may be developed over the Licensed Land except to the extent as maybe provided/ defined by the Company.

I/We hereby tender a sum of ₹ _____/- (Rupees _____ only) along with this Application towards part of booking amount and GST as applicable for the Unit vide Cheque/ Banker's Cheque/ Pay Order/ Demand Draft bearing no(s). _____ dated _____ drawn on _____ payable at _____ or through electronic transfer vide NEFT/ RTGS/ UTR No. _____, sent through _____ Bank on _____.

I/ We agree that the provisional allotment of the Plot shall be subject to my/ our Application being complete in all respects and the initial booking amount deposited with this Application being realized by the Company. I/We

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also agree that the provisional allotment of the Plot shall be at the absolute discretion of the Company and in case of rejection of my Application, I/ We undertake not to claim any compensation or interest from the Company except the refund of my/ our initial booking amount. I/ We acknowledge that I/ We have been provided with a sample format of the allotment letter for our reference.

In the event, the Company agrees to provisionally allot an Plot to me/us, the Company shall send across the detailed Agreement for Sale / Buyer's Agreement ("**Agreement**") which shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable laws including Haryana Plot Ownership Act, 1983 (along with the rules and regulations as framed thereunder) Real Estate (Regulation and Development) Act, 2016 (along with the rules and regulations as framed thereunder). However, I/We confirm that the Copy of the Agreement for Sale/Buyer's Agreement has been shared with me/us. I/We have carefully gone through the same and have understood all the terms and conditions mentioned therein.

The allotment and sale of the Plot in the Project shall be subject to terms and conditions of this Application Form, the Allotment Letter and the detailed terms and conditions as set out in the Agreement for Sale and the Schedules and annexures attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and other relevant laws ("**Applicable Laws**") and I/We undertake to abide by all such terms and conditions.

I/We agree to execute the Agreement for Sale ("**Agreement**") for the Plot in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) ("**RERA Act**") and the Haryana Real Estate (Regulation and Development) Rules, 2017 ("**H-RERA Rules**"), as applicable for the State of Haryana, and any amendments made therein from time to time and prevailing as on the date of execution. I/ We undertake to pay the stamp duty and registration fee for the registration of the Agreement and/ or other incidental expenses thereto.

This Application shall be confined and limited in its scope to the Plot in the said Project only. Further, I/We, the Applicant(s) have been intimated that this Application shall be confined and limited in its scope to the Plot in accordance with the terms and conditions of licence granted by the Competent Authorities.

I/ We confirm, that I/We has/ have relied on my/our own independent judgment, investigation, physical inspection of the Project and inspection of documents including relevant sanctioned plans/development plan (for the present Project), statutory approvals, the relevant information and details in deciding to make the present Application, and has/ have not based my/ our decision upon and/or has/have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Company. I/ We confirm that I/ We, has/have obtained appropriate professional advice before proceeding further with this Application. I/ We has/ have, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation, and being fully satisfied has/ have decided to purchase the Plot. I/ We further confirm having considered, reviewed, evaluated and satisfied myself with the specific features of the said Project in particular.

I/We understand that execution of this Application Form does not constitute an Agreement and does not confer any rights to me/ us in the Plot unless an Agreement for Sale is executed with the Company on receipt of at least ten percent (10%) of the Total Consideration Value (as defined hereinafter) of the Plot . I/We undertake that upon the provisional allotment of the Plot by the Company to me/ us, I/We undertake to timely execute the Agreement and other documents in the manner and also in accordance with the provisions of the Applicable Law being in force at that time, at my/ our expenses/ costs.

I/ We agree that timely payment of the installments of the Total Consideration Value and Other Charges (as mentioned in 'Schedule III' hereinafter), as per the Payment Plan (as mentioned in 'Schedule-IV' hereinafter) is the essence of the allotment. I/ We declare and confirm that I/ We have understood the Payment Plan and the binding effect of the terms and conditions and the implications of non-compliance thereof.

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I/We are fully aware of the cost of the Plot , and also the applicability of the Goods & Services Tax (in short 'GST') at the rates as applicable from time to time, on the cost of the Plot. I/We are also aware of the new tax regime of Good and Services Tax (in short "GST") having come into existence with effect from 01.07.2017. Therefore, the Application has been made by myself/us being fully aware that all payments made on and after 01.07.2017 will attract GST under the Central Goods and Services Tax Act, 2017. I/We, also confirm I/We shall not claim any GST credit and/or claim any reduction in Total Consideration Value of the Plot due to application of GST.

The Company, subject to force majeure circumstances (*as defined under the Agreement for Sale*), proposes to complete the Project and handover possession of the Project on or before 31st January.2028. I/ We confirm having understood that since the Project is part of the Licensed Land to be developed in multiple phases, there may be certain interconnected essential common infrastructure facilities proposed to be provided for the entire Licensed Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc., which might be made available as and when the construction in respect of the phases of the Licensed Land other than the present phase of Project gets completed. However, the essential common areas and facilities required for the present phase of the Project, shall be made available at the time of handing over the possession of the Plot in the Project.

I/ We have applied with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana/ the Project/Industrial Plotted Colony, which have also been duly explained by the Company and understood by me/ us. My/ Our particulars are stated in 'Schedule-V'.

The documents as mentioned in 'Schedule-VI' are enclosed herewith this Application. I/ We understand that the terms and conditions mentioned in 'Schedule-VII' are indicative in nature and have been duly explained to me/ us and further I/We understand that the same shall be detailed in the Agreement for Sale.

The communications sent by the Company on the E-mail address provided by the First Applicant(s) shall be deemed to have been duly served upon me/ us.

I/We, the Applicant(s), after having read, understood and agreed with the terms and conditions ("Terms & Conditions") annexed hereto and the terms and conditions as contained in the Agreement for Sale prescribed by the Company pertaining to the booking of the Plot and the limitations and obligations of the Company and the Applicant(s) respectively, do hereby apply for booking of the Plot in the Project.

DECLARATION:

I/ We have fully read and understood the terms and conditions as set out in this Application Form and Schedules annexed thereto. I/ We undertake to abide by such terms and conditions including any amendments therein from time to time. I/ We further declare that the details/ information provided in the Application Form are true and nothing has been concealed. In the event of any notice in the knowledge of the Company of details/ information provided by me/ us being false and untrue on my/ our part, the Company at its sole discretion may cancel the Allotment and initiate appropriate legal action at my/ our costs, risks and consequences.

Yours faithfully,

Date:

Place: _____

Signature of Applicant(s)

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INDIAN PROPERTY ASSOCIATE'S/ CHANNEL PARTNER'S NAME & ADDRESS (as registered with Haryana Real Estate Regulatory Authority):

Indian Property Associate's/ Channel Partner's Seal and Signature

RERA Registration No. _____ dated _____ registered with the Haryana Real Estate Regulatory Authority.

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

(Fourth Applicant)

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SCHEDULE I

DETAILS OF THE PLOT

Plot No.: _____, Block No. _____, ("**Tower**"), Type: _____ Floor/Level: _____

Area of the Plot _____ sq.ft./ _____ sq. mtr. (approx.) ("**Plot Area**") (1 sq.mtr. = 10.764 sq.ft.)

Alongwith proportionate undivided, indivisible and impartible ownership rights/share in the land underneath the Plot, Common Area in the Building wherein the Plot is situated.

Car Parking(s):

Exclusive right to use of ____ (____) Car Parking (if any) that will be allocated/earmarked by the Company as per the parking plan devised for the Building wherein the Plot is located.

****“Plot Area” shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.**

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**SCHEDULE II
SPECIFICATIONS OF THE PLOT**

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SCHEDULE III

TOTAL CONSIDERATION VALUE OF THE PLOT:

Total Consideration Value of the Plot is ₹ _____/- @ ₹ _____/- per sq. ft. of Plot Area
(Cost of the Plot is ₹ _____/- and GST amount of ₹ _____/-*)

*As per the present applicable rate.

1. Plot Area of _____ sq. ft./ _____ sq. mtrs. (approx.)
2. Exclusive Right to use of __ (___) No. of Car Parking Space(s) (if any).

OTHER CHARGES FOR THE PLOT:

In addition to the Total Consideration Value, the Applicant(s) shall be liable to pay the following:

- *Interest Free Maintenance Security (IFMS) of ₹. _____/-per sq.ft. of Plot Area.*
- *Power Back-Up Charges: ₹. _____/-per sq. ft. of Plot Area.*

Notes / Terms:

- *All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order /Demand Draft payable at New Delhi/ Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favour of/ to the account of "MIPL Gurgaon International City Master Account" with KOTAK MAHINDRA BANK LTD , having IFSC Code KKBK0000261, Account No. 9049911575.*
- *The Application would be considered for provisional allotment subject to realization of the initial Booking Amount. The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.*
- *The provisional allotment shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time.*
- *Upon issuance of the provisional Allotment Letter, the Applicant(s) shall be liable to pay the Total Consideration Value and the Other Charges for the Plot as specified herein in accordance with Schedule of Payment together with the applicable government taxes and levies, time being of all essence.*
- *The Total Consideration Value are inclusive of basic sale price, recovery of proportionate price of land, development/ construction of the Common Areas & Essential Common Infrastructure Facilities within the said Project, PLC, Applicable Statutory Charges including but not limited to External Development Charges ("EDC") and Infrastructure Development Charges ("IDC"), as applicable, Electricity Installation Charges, Tax, Duty, GST, Other Utilities Infrastructure and Connection Charges (as applicable).*
- *The Applicant shall also pay, as and when demanded by the Company, any other statutory taxes, pro-rata share in duties, statutory charges including but not limited to EDC, IDC, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Company. The Applicant(s) shall further be liable to pay any revision/ modification in EDC, IDC, taxes, duties, statutory charges, cesses, levies etc. as may be levied by the Government or*

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any Statutory/ Competent Authority, even if such statutory charges, cesses, levies etc. are retrospective in effect, if there is any revision /modification in the taxes/statutory charges/ fees/levies/cess etc., the subsequent amount payable by the Allottee to the Company shall be increased/decreased based on such revision/change/modification. It is clarified that if any input credit becomes available in respect of said applicable Taxes, then the Company shall solely be entitled to the same as the Company has already accounted for adjusting the same in the Total Consideration Value stated herein.

- The Applicant shall further be under obligation to pay the Labour Cess (if any) in addition to the Total Consideration Value and which shall be intimated by the Company in due course of time.
- The Applicant(s) is fully aware of the cost of the Plot, and also the applicability of the Goods & Services Tax (in short 'GST') at the rate as applicable from time to time, on the cost of the Plot. The Applicant(s) has applied for the booking and allotment of the Plot being fully aware of the cost of the Plot, and also of the new tax regime of Goods & Services Tax (in short 'GST') having come into existence with effect from 01.07.2017. The Applicant(s) is fully aware that all payments made and all bookings made will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant(s) also confirms that he / she shall not claim any GST credit and/or claim any reduction in price of the Plot due to application of GST, as the Applicant(s) agree and have understood that all the relevant statutory benefits owing the introduction of Goods and Services Tax, 2017 has been duly factored in the Price at the time of new bookings post 01.07.2017 in terms of requirement of law as per section 171 of the CGST Act, 2017.
- The Applicant(s) shall, in relation to the Plot(so allotted), make all payments to the Company from its own bank account only and not from and through the bank accounts of any third party. The Applicant(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Plot (so allotted) shall be issued in favor of the Allottee only. Payments from sources other than the Applicant(s) ("Third Party") is/are to be accompanied with requisite no-objection certificate(s) as per the approved format of the Company failing which the Company may in its sole discretion reject the same and return directly to said Third Party.
- The Agreement for Sale shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable Laws including the Haryana Plot Ownership Act, 1983 (along with the rules and regulations as may be framed thereunder) and the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 (along with the rules and regulations as may be framed thereunder by the State of Haryana).
- If Allotment of the Plot is cancelled either by the Applicant(s) or by the Company, the Applicant(s) shall cease to have any claim against/ upon the Plot and/or against the Company (except for the refund as stated herein) and the Company shall be free to deal with the Plot in any manner whatsoever without any further reference/ intimation to the Applicant(s).
- Please further note that the Agreement for Sale shall contain detailed terms and conditions of the sale of the Plot in favor of the Applicant(s). Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.
- In the event the Applicant(s) fails or neglects to comply with any of its obligations under the Application Form/ Allotment Letter, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in 'Schedule-IV' hereto (and interest thereon, if any) or seeks to withdraw or cancel the Allotment/ Agreement for Sale in respect of the Plot (so allotted), the Applicant(s) shall be deemed to be in default and the Company shall be entitled to forfeit the earnest money (being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Applicant(s) for breach and non-payment of any due payable to the Company) and brokerage. The rate of interest

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payable by the Applicant(s) to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/ termination. It is clarified that the Company shall under no circumstance be liable to return/ refund any portion of the Applicable Taxes or development charges/ any pass through charges paid/ incurred by the Applicant(s) to the Company or any Government Authority, except if any refund of GST is received by Company from any Government Authority on amounts that were paid by the Applicant(s) over and above the Earnest Money amount, then the Company shall refund the same to the Applicant(s) within 90 days of receipt of the same. The balance amount, if any of the money paid by the Applicant(s) shall be returned by the Company to the Applicant(s) within 90 (ninety) days of such cancellation or withdrawal.

- The payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/ termination. In the event, the amounts paid by the Applicant(s) towards Consideration Value is less than the earnest money (being 10% of the Total Consideration), the Applicant(s) shall be liable to pay to the Company the deficit amount. The payment of refund Amount, if any shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as per the applicable Law.
- The Applicant shall also pay, as and when demanded by the Company, the pro-rata share of any Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant to the Company (collectively referred to as "Taxes"). The Applicant(s) shall further be liable to pay any change / modification in Taxes as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Plot.
- The heads as mentioned in this Application Form and more particularly the payment schedule are subject to change as per and as permissible under the applicable laws and more particularly the rules to be notified by the State Government of Haryana under the Real Estate (Regulation and Development Act), 2016 and any modifications thereunder.
- On "Notice for Offer of Possession" all other payments due for previous milestones, if not called for shall become payable within prescribed timelines.
- The sequence of construction milestones are indicative in nature and is subject to change during the course of construction. While the time linked instalments shall be raised within the given timeframe, the construction linked demands shall be raised based on the actual stage of construction as applicable for the Applicant's Plot as the case may be, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
- In the event any amount by the Applicant is prepaid, the Company is entitled to retain and adjust the balance/ excess amounts received against the next instalment due.
- The Applicant shall be liable to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Applicant and/or sanction of bank loan/ lending facility etc. Any delay or default in making payment of the instalments, the Company shall charge interest at the rate of State Bank of India highest marginal cost of lending rate plus two percent (2%) per annum from the due date or as may otherwise be prescribed under the provisions of the RERA Act read with H-RERA Rules and HARERA regulations (along with the rules and regulations as may be framed thereunder by the State of Haryana) and any modifications thereunder.
- Stamp duty and registration charges on actuals shall be payable by the Applicant(s) over and above the Total Consideration Value/ Other Charges.
- 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

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enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.

- To avoid penal consequences under the Income Tax Act, 1961, where Total consideration Value for the Plot is ₹. 50,00,000/- (Indian Rupees Fifty Lakhs only) or more, the Applicant is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) as per the applicable rate from each instalment/ payment to avoid penal consequences under Income Tax Act, 1961. Applicant shall be required to submit TDS certificate and Challan showing proof of deposition of the same within 7 (seven) days from the date of tax so deposited to the Company so that the appropriate credit may be allowed to the account of the Applicant.

- Taxation particulars of M/s M3M India Infrastructures Private Limited

PAN No.: AAJCM5367L

GST NO.: 06AAJCM5367L1ZY

- This Application shall be governed and interpreted by and construed in accordance with the laws of India. The Haryana Real Estate Regulatory Authority for Gurugram at Gurugram alone shall have exclusive jurisdiction over all matters arising out of a relating to this Application.

*Conditions apply

The term 'Allottee' shall come into force upon Allotment, accordingly, the above terms shall be read as Applicant/ Allottee, as the case may be.

- Here are a few details to keep in mind if you are paying through RTGS
RTGS Details for 'Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots

Bank Name: KOTAK MAHINDRA BANK LTD

Account No.: 9049911575

IFSC Code: KKBK0000261

Account Name: MIPL GURGAON INTERNATIONAL CITY MASTER ACCOUNT

Bank's Address: JMD Regent Square, MG Road, Gurgaon-122002

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**SCHEDULE IV
PAYMENT PLAN**

- Construction-Linked Payment Plan []
- Down Payment Plan []
- Time Linked Plan []
- Possession Linked Plan []
- Other Plan []

If yes, specify details: _____

[Insert Customized Payment Plan]

FOR OFFICE USE ONLY

Receiving Officer:

Name: _____ Signature: _____ Date: _____

ACCEPTED [] / REJECTED []

REGISTRATION NO: _____

1. Type of Booking: Direct [] / through Channel Partner/ Indian Property Associate / Real Estate Agent []
2. Remarks (if any) :

Date:

Place:

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SCHEDULE V

PARTICULARS OF THE APPLICANT(S)*

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

1. SOLE OR FIRST APPLICANT

Mr. /Ms. /M/s. _____

Son/Wife/Daughter 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:

UID / Aadhar No. (only in case of Resident/Non-Resident):

(Photocopy of UID / Aadhar to be attached)

Mailing Address:

PIN Code: _____

Tel. No. _____ Fax No.

E-mail Id. _____ Mobile No.

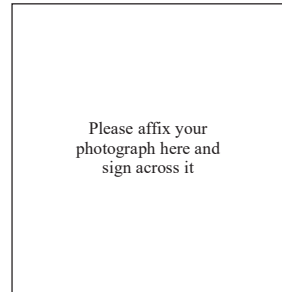
Permanent Address:

PIN Code: _____

Tel. No. _____ Fax No.

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E-mail Id: _____ Mobile _____ No. _____

Payment mode (Optional): Self Home Loan

Applicant's Name (as per Bank Account): _____

Name of Applicant's Bank: _____

Bank Account No.: _____

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, hereby confirm that in case any of the information and details given by me in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Application, if executed without any liabilities and penalties.

Signature of First Applicant

SECOND APPLICANT (if any)

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:

UID / Aadhar No. (only in case of Resident/Non-Resident):

(Photocopy of UID / Aadhar to be attached)

Mailing

Address:

For M3M India Infrastructure Private Limited


Authorized Signatory

Please affix your
photograph here and
sign across it

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:

Payment mode (Optional): Self Home Loan

Applicant's Name (as per Bank Account): _____

Name of Applicant's Bank: _____

Bank Account No.: _____

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 and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Signature of Second Applicant

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THIRD APPLICANT (if any)

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:

UID / Aadhar No. (only in case of Resident/Non-Resident):

(Photocopy of UID / Aadhar to be attached)

Mailing _____ Address:

PIN Code: _____

Tel. No. _____ Fax _____ No. _____

E-mail Id: _____ Mobile _____ No. _____

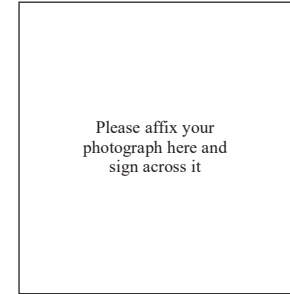
Permanent _____ Address:

PIN Code: _____

Tel. No. _____ Fax _____ No. _____

E-mail Id: _____ Mobile _____ No. _____

Office _____ Name _____ & _____ Address:



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Payment mode (Optional): Self Home Loan

Applicant's Name (as per Bank Account): _____

Name of Applicant's Bank: _____

Bank Account No.: _____

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DECLARATION: I/We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We, hereby confirm that in case any of the information and details given by me in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Signature of Third Applicant

In case the Applicant(s) are not natural persons, please provide the status of entity:

Sole Proprietorship Firm Private Limited Company Public Limited Company Limited Liability

Partnership Partnership Firm Registered Society Registered Trust /Others

Date of Incorporation/Registration/Formation: _____

Particulars of Incorporation/Registration/Formation: _____

Bank Details: Name of Bank: _____

Address of the Bank/Branch: _____

Bank Account No. : _____ IFSC Code: _____

PAN No.: _____

Communication Address: _____

Pin Code: _____

E-Mail: _____

Nationality: _____

Telephone Nos: _____ Mobile: _____

DECLARATION: I/ We, the Applicant/s, hereby affirm and declare that the above particulars/information are true and correct and nothing has been concealed therefrom. I/We, hereby confirm that in case any of the information and details given by us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Signature of Applicant

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** 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. This Application is and shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana (along with the rules and regulations as may be framed thereunder).*

SCHEDULE- VI

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.
- Documents to be submitted:

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.

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- 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(s) and not from the account of any third party.

1. I/We acknowledge, agree and undertake that I/We shall neither hold the Company or any of its Group/ Subsidiary/ Associate Company/ Sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Company or any of its Group/Subsidiary/Associate Company/Sister concerns/ affiliates with respect thereto.
2. All the above information provided by me/us is/are true and nothing has been concealed or suppressed.
3. I/We undertake to inform the Company promptly of any changes to the above information and particulars furnished by me/us.
4. I/We have fully read and understood the Terms and Conditions attached hereto as **Schedule VII** and do hereby solemnly agree, undertake and covenant to abide and be bound by them and also by the area, total consideration, estimated other charges and payment terms as set out herein. Further, I/We acknowledge that I/ We shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein and/or as may be contained in the Agreement for Sale. I/ We understand that the Terms and Conditions are binding in nature and are also indicative of the Terms and Conditions of the Agreement for Sale which shall be comprehensively elucidated and delineated in the said Agreement for Sale.
5. I/We, have paid an amount of Rs./- (Rupees) vide Cheque/Demand Draft/ NEFT/RTGS/Debit Card/Credit Card as part of Earnest Money (as defined hereinafter) payable by me / us as per terms of this Application and subject to realisation.
6. I/ We understand that submission of this Application Form neither constitutes any binding contract or Agreement to Sell, nor the receipt of the amounts paid with this Application Form by me/ us would tantamount to any acceptance of my/our Application and shall not bind the Company to provisionally allot the Plot in my/our favour.
7. I/ We hereby confirm and agree that the Company shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Company. The Company, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicants and any third parties and/ or any agreement or understanding arrived at with the said third parties.
8. I/ We acknowledge that I/ we are fully satisfied with the land ownership title of the Company along-with two other Confirming Parties the rights and entitlements of the Company to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of the Plot, formulate terms and conditions for allotment, to receive the costs and charges from Applicants as may be payable in respect of the Plot, negotiate, finalise, sign and execute the Agreement for Sale and Conveyance Deed, and execute all such other documents as may be required or as may be

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deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation hereto.

9. The Company has readily provided all explanations and clarifications to me/ us as sought by me/ us and after giving careful consideration to all facts, terms and conditions, I/ We have now signed this Application Form being fully aware and conscious of my/ our duties, liabilities and obligations.
10. I/ We fully understand that the Company reserves the right to accept or reject the Application Form at its sole discretion. In the event of rejection of my/ our Application Form, the Company shall refund the entire amount paid alongwith the application towards earnest money or any part thereof to the Applicant(s) without payment of any compensation or interest thereon.
11. I/ We further undertake and assure the Company that in the event of rejection of the Application and/or cancellation of my/ our booking or allotment, I/ We shall have no right, claim interest or lien on the Plot, if any.
12. That the scope of the Application is limited to the conditions for allotment/ sale of the Plot in the Project being developed as per approved building plan and for the consideration agreed herein only. All the amounts as set out in the Application/ Schedule/ Allotment Letter and payable by the Applicant(s) in accordance with the Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the Plot so allotted by the Company.
13. The Applicant(s) acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Applicant(s) with their full legal import and effect and the Applicant(s) has/ have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant(s) at the time of this Application.
14. The Applicant(s) hereby confirms that he/ she/ it/ they is/ are making this Application with full knowledge of all the applicable Laws for the State of Haryana in general and the Project in particular.

Yours faithfully,

Name of the First Applicant

Name of the Second Applicant

Name of the Third Applicant

Date: _____

Place: _____

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SCHEDULE VII

TERMS AND CONDITIONS

This Application is subject to terms and conditions given hereunder and shall be binding on the Applicant(s). These are indicative key terms and conditions of the provisional allotment and Agreement for Sale (**'Agreement'**) to be executed between the Applicant(s) and the Company. Detailed terms and conditions shall be set out in the Agreement. Post the allotment of an Plot by the Company the Applicant(s) shall be referred to as the Allottee, accordingly wherever the context so requires the term 'Applicant(s)' shall be read as 'Allottee(s)'.

1. The Developer is the absolute and lawful owner of land admeasuring 139.79375 Acres situated at Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana (hereinafter referred to as the "said Land").
2. The Developer is developing the Industrial Plotted Colony on the said Land admeasuring 139.79375 Acres situated at Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana. The Developer has been granted License bearing Endst No. LC- 5390/JE(SK)/2025/35500 dated 08.09.2025 ("License") for land admeasuring 139.79375 Acres situated in Village Bas Haria and Jhund Sarai Abad, Sector M-9, M-10 and M-11, Gurugram, Haryana. ("Licensed Land") for development of an Industrial Plotted Colony (hereinafter referred to as the "Plotted Colony") by the Director General, Town and Country Planning, Haryana, Chandigarh ("DGTCP/DTCP") under Haryana Development & Regulation of Urban Areas Act, 1975 and the Rules 1976.
3. The said Industrial Plotted Colony being developed on the Licensed Land shall consist of Industrial Plots, Group Housing, Affordable Group Housing Colony, Commercial Plots along with development of other essential facilities/components as permitted by law all in accordance with the Licence and layout plans as approved from time to time by DTCP. The said Industrial Plotted Colony will be developed over a period of time in a planned and phased manner and each phase shall be a standalone project as may be determined by the Developer in its sole and absolute discretion and shall form integral part of the larger development in the licensed Industrial Plotted Colony;
4. The Developer has obtained layout plan approval for the Industrial Plotted Colony from DTCP vide DRG no. DTCP-11429 dated 09.09.2025.
5. The Project "Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots" is duly registered under the Real Estate (Regulation and Development) Act, 2016 ("RERA Act") read with Haryana Real Estate (Regulation and Development) Rules, 2017 ("H-RERA Rules") and the Haryana Real Estate Regulatory Authority, Gurugram (Registration of Project) Regulations, 2018 ("H-RERA Regulations") framed thereunder by the Government of Haryana, with the Haryana Real Estate Regulatory Authority at Gurugram vide Registration No. _____ dated _____;
6. Although there shall be interconnection of essential common infrastructure facilities proposed to be provided amongst various Phase(s) that would be developed on the Licensed Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. which shall be available for use by all occupants of all the Phases/ Projects to be developed in the Colony in due course, the project Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots, herein shall be deemed to be an independent real estate Project for the purposes of applicability of the provisions of the RERA Act, H-RERA Rules and H-RERA Regulations read with the Haryana Plot Ownership Act, 1983. However, I/ We agree and undertake that I/We shall be liable to pay the requisite maintenance

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charges in respect of such interconnected essential common infrastructure facilities proposed to be provided on the Licensed Land as may be fixed by the Company/ nominated Maintenance Agency/Master Association/Competent Authority, as the case may be from time to time.

7. It is further clarified that the Licensed Land in the Industrial Plotted Colony may be modified by way of addition/ deletion of land parcels forming part of Industrial Plotted Colony in future.to the extent as may be acquired/ required/ desired pursuant/ consequent to any directions/ approvals by the DTCP (and/or any other Government Authority(ies)/ Competent Authority(ies) and/or as may be permissible under the Act and the Rules and the Applicable Law and in the manner as provided thereunder.
8. The Applicant acknowledges and accepts that the Licensed Land shall be developed in phases over a period of time and that there shall be interconnection of the essential common infrastructure facilities, for the upkeep and maintenance of which the Applicant shall be liable to pay proportionately as may be determined by the Company/Association of Allottees/Maintenance Agency/Competent Authority, as the case may be.
9. The Applicant acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Allottee with their full legal import and effect and the Applicant has / have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant at the time of this Application.
10. The Applicant(s) is applying for allotment of the Plot in the Project under this Application Form, after fully understanding the development scheme as envisaged by the Company and with full knowledge of all the laws/notifications and rules applicable to the Project and has / have satisfied himself /themselves/ itself about the rights/title/interest of the Company in the Licensed Land//Project, and has understood all limitations and obligations of the Promoter in respect thereof.
11. The Applicant has/ have gone through all the terms and conditions of the draft Agreement which has been made available to him/ her/ them for his/ her/ their perusal and understanding at the time of the Application and the Applicant has/ have understood the mutual rights and obligations detailed therein.
12. The Applicant is satisfied about the rights and interest of the Company to develop, sell and market the Plot in the Project to be developed on the said Project Land forming part of the Licensed Land and the rights, interest and title of the Company therein. The Applicant has understood all the limitations, restrictions, requirements and obligations in respect thereof.
13. The Applicant confirms that the Applicant has / have relied on his / her / its / their own independent judgment, investigation, physical inspection of the Project site and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has / have not based his / her / its / their decision upon and / or has / have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Company. The Applicant confirms that he / she / it/ they has / have obtained appropriate professional advice before proceeding further with this Application. The Applicant has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Plot . The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project "Gurgaon International City including Industrial Plots namely M3M Innovation

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- Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots”.
14. The Applicant has represented and warranted to the Company that it has / have the legal and valid power and authority to apply for the allotment and make this Application and there is no legal restraint / impediment in this regard and further the Applicant and / or its spouse/ parents / children have never been accused and / or prosecuted and / or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Company or any of the associates/ affiliates of the Company or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Applicant hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Application and the consequent allotment and the Agreement and the Applicant shall be liable to all the consequential action there under.
 15. It is expressly clarified that the Company has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the present phase of the Project ‘Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots’ and no impression / representation of any kind has been given to the developments and /or constructions that may take place outside the boundary of the present phase of the “Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots”.
 16. The Applicant hereby confirms that he/she/it/they is / are making this Application with full knowledge of all the Applicable Laws, applicable in the State and those related to the present phase of the Licensed Land ‘Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots’.
 17. The Applicant is satisfied about the rights and interest of the Company to develop, sell and market the Plot in the present Project ‘Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots’ to be developed as Industrial Plotted Colony. The Applicant has understood all the limitations, restrictions, requirements and obligations in respect thereof.
 18. The Applicant agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement and a separate maintenance agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Company and/or the nominated maintenance agency and/or registered Association of Allottees/Master Association for the maintenance and upkeep of the present phase of the Project “Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots” as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Plot.
 19. The Applicant(s) agree(s) to pay the Total Consideration of the Plot along with other charges (“Total Consideration”), as per the opted Payment Plan and / or as may

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otherwise be communicated by the Company from time to time mentioned in Schedule- IV ("Payment Plan") of this Application Form. The break-up and description of the Total Consideration and Other charges is described in Schedule-III of this Application Form. If the Applicant(s) delays in payment towards any amount which is payable, it shall be liable to pay interest as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 ("Act") and rules ("Rules") formed thereunder for the State of Haryana, and subsequent amendments to the said Act and Rules and the notifications/ clarifications relating to the same issued by the relevant government authorities, on all the amounts which are due & payable by the Applicants(s) under and in furtherance to this Application Form, if any. The said interest shall be current State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate of interest higher/ lower than 2% as may be prescribed from time to time under the Act and Rules made thereunder ("**Interest**").

20. The Applicant shall further be liable to pay any enhancements in any tax/charges including any fresh incidence of tax as may be levied by the Government or any Statutory Authority/ Competent Authority, even if such levies are retrospective in effect, as and when demanded by the Company on the Plot Area of the Plot. 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 Promoter.
21. The Total Consideration shall be payable by the Applicant(s) directly to the Company as mentioned in the Payment Plan (Schedule-IV) on the timeline agreed herein and without any delay or demur. The timely payment of the Total Consideration shall be of the essence.
22. The Applicant has/ have understood the Total Consideration and Other Charges as laid down in Schedule III of this Application Form.
23. It is clarified that the Total Consideration shall be payable by the Applicant(s) in the manner and into the designated bank account of the Company, the details whereof are specified in this Application Form or as may be specified from time to time by the Company.
24. The Company, shall adjust any payment received from the Applicant first towards statutory levies and then towards interest on overdue instalments, thereafter towards overdue instalments or any other outstanding demand and finally the balance, if any, towards the current payable instalment or current dues.
25. The Applicant(s) confirms and represents that the Developer has never indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right or title of any kind whatsoever, in any other Plot (other than the said Plot), any Land, community facilities and amenities, shopping area etc. save and except, as mentioned herein.
26. The Total Consideration Value as mentioned in the Allotment Letter followed by the Agreement will include Taxes (GST and cess or any other taxes/ fee/ charges/ levies etc. which may be levied, in connection with the development / construction of the Said Project) paid /payable by the Company upto the date of the handing over of the possession of the Plot along with car parking, if applicable to the Allottee, as the case may be, after obtaining the necessary approvals from the Competent Authority for the purposes of such possession. Provided that, in case there is any change/modification in the taxes / charges / fees / levies etc., the subsequent amount payable by the Allottee to the Company shall be increased / decreased based on such change /modification. Provided further, if there is any increase in the taxes / charges / fees / levies etc., after the expiry of the scheduled date of completion of the Said Project as per the registration with the Authority, which shall include the extension of the registration, if any, granted to the Company by the Authority, as per the Act, the same shall not be charged from the Allottee unless

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- otherwise permitted by applicable law.
27. The Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Allottee to the Company for the sale of Plot to the Allottee, shall be payable by the Allottee as applicable from time to time as per the applicable rates.
 28. The Company has made it clear to the Applicant(s) that it may carry out extensive developmental/construction activities now or in future in the Industrial Plotted Colony in which the said Project/Building/Plot is located as the same is being developed in phases, and that the Applicant(s) has confirmed that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental / construction activities or incidental/related activities.
 29. It is made clear by the Company and understood by the Applicant(s) that the Applicant(s) shall have no rights including right of ownership in the Licensed Land/ Industrial Plotted Colony, all roads, open spaces, public park and public health services etc. save and except, as specified herein. It is further clarified that the general common areas like roads, open spaces, public park and public health services etc. of the Industrial Plotted Colony are common and for the benefit of all allottees of the entire Industrial Plotted Colony including the allottees of the Plots in the Project. All rights and interest to develop the Licensed Land shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such Licensed Land. The Company relying on this specific undertaking of the Applicant(s) in this Application may finally agree to allot the Plot and this undertaking shall survive throughout the occupancy of the Plot by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.
 30. The Company has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration Value of the Plot does not include any recovery or payments towards development, running and operation of the common amenities and facilities commercial components to be developed in the Project, community buildings/sites, other recreational and sporting activities (Club), if any. As regards payment of Maintenance Charges, the Applicant(s) shall enter into a separate Maintenance Agreement with an agency designated by the Company or association of allottee(s) of the Industrial Plotted Colony/Project, as the case may be, and shall make payment of such Maintenance Charges as demanded by the Company/Maintenance Agency.
 31. The Company shall develop a Club at its own expense on the Licensed Land, for use by all the allottee(s) of residential Plots and the Company may at its sole discretion transfer such Club to any third party to own or manage, maintain and operate and on such terms and conditions as it may deem fit at its discretion. The right to use such Club shall, at all times, be contingent upon due and faithful observance of all rules, bye-laws and conditions as may be notified by the Maintenance Agency/ Company/ such third party for use of the Club. The Applicant and all other persons using the club facility shall pay all charges including but not limited to Club Usage Charges for usage of such Club and shall abide by the rules and regulations as may be formulated by the Company/ the Maintenance Agency / such third party for management of the Club. The club membership shall be co-terminus and co-existent with the ownership of the Plot and upon transfer of the Plot,
 32. The Company has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration Value of the Plot does not include any recovery or payments towards development, running and operation of the common

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amenities and facilities or any other conveniences, community buildings/sites, other recreational and sporting activities (Club), if any provided on the Licensed Land. Further, the Applicant(s) fully understands that the Company is free to deal with the Project or any part of the Project in any manner as the Company may deem fit. As regards payment of Maintenance Charges, the Applicant(s) shall enter into a separate Maintenance Agreement with an agency designated by the Company or Association of Allottee(s) of the subject Project and/or Master Association/ Competent Authorities and shall make payment of such Maintenance Charges as demanded by the Company/Maintenance Agency.

33. In order to look after administration and management of interconnected essential common infrastructure facilities on the entire Licensed Land, the Company will facilitate formation of a Master Association of all Plot and/or Unit (commercial) owners of the different phases to be developed on the entire Licensed Land, over a period of time, the charges for which shall be proportionately contributed by the owners of the Plots and/or Units (commercial) at different phases through their respective Associations. However, till then the role of the Master Association shall be performed by the Company or its assignee / appointed maintenance agency at the proportionate cost/ contribution of the respective allottees.
34. The Company shall not make any material additions and alterations in the sanctioned building plans, layout plans / demarcation-cum- zoning plans and the specifications, amenities and facilities as described in the Agreement in respect of the Plot, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder and / or as per the approvals/ instructions / guidelines of the Competent Authorities. Provided that, the Company may make such minor additions or alterations as maybe required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per the approvals / instructions / guidelines of the Competent Authorities, or such other changes as may be required to make the enjoyment of present phase of the project 'Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots' comfortable and convenient for the Allottees / occupants / users at large.
35. The Company shall confirm the final Plot Area of the Plot that will be allotted to the Applicant after the construction of the Building/ Plot, as the case may be, of the present phase of the Project in "Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots" is completed and the occupancy certificate/ part occupation certificate (as the case may be) is granted by the Competent Authority. The Total Consideration payable for the Plot after taking into account the revised Plot Area shall be recalculated upon confirmation by the Company and appropriate adjustment shall be carried for the amount paid by the Applicant / Allottee. If the increase in the Plot Area of the Plot is more than 5% (five percent) and such variation is not acceptable to the Applicant/ Allottee, every attempt shall be made to offer an alternate Plot of a similar size and nature within the present phase of the Project 'Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots', subject to availability. In the event that such an alternate Plot is available and the Applicant / Allottee accepts such alternate Plot, the applicable Total Consideration Value resulting due to such changed location / alternate Plot shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Company. In the event, the Applicant / Allottee does not accept such alternate Plot or if there is no other Plot of a similar size and nature at another location within 'Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots,

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- Group Housing under TOD and Commercial Plots', the Applicant / Allottee shall be refunded the actual amounts received against the Total Consideration Value along with interest thereon, at the rate prescribed in the Rules, which shall be full and final satisfaction and settlement of all claims / demands of the Applicant / Allottee and no other claim, monetary or otherwise shall lie against the Company and the Plot.
36. The Applicant has applied for the booking and allotment of the Plot being fully aware of the cost of the Plot, and also of the new tax regime of Goods & Services Tax ("GST") having come into existence with effect from 01.07.2017. Therefore, the Application has been made by the Applicant having being fully aware that all payments made and all bookings made will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant also confirms that he/ she/it shall not claim any GST credit and/or claim any reduction in price of the Plot due to application of GST.
 37. The Applicant(s) further understands and agrees that for the purposes of the Act, there is a variance in the value of the Plot inter-se each category as is required/permissible by the applicable laws. The Applicant(s) also understands that the common areas and facilities are common for the Occupants in the building and same shall be used harmoniously by the Applicant(s) along with other occupants of the building without causing any hindrance or obstruction. As the interest of the Applicant(s) in the common areas is undivided and cannot be partitioned this would require the Applicant(s) to use the common areas within the building only harmoniously along with other Allottees/Occupants in the Industrial Plotted Colony Colony/the Project/the building without causing any inconvenience or hindrance to them.
 38. The Applicant(s) agrees and undertakes that if the Applicant(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Company shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Company then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Floor Residence shall be subject to adjustment/recovery of such amount.
 39. It is understood by the Applicant(s) that 10% of the Total Consideration Value, shall be construed, considered and treated as "Earnest Money", to ensure the performance, compliance and fulfilment of his/ her/ their obligations under this Application/ Allotment Letter/ Agreement for Sale. The Earnest Money shall be payable by the Applicant(s) as per the Payment Plan and will include Booking amount paid by the Applicant at the time of making the Application for booking of the Plot (subject to realization).
 40. Timely payment of the Total Consideration Value in accordance with the Payment Plan as agreed by the Applicant shall be essence of the allotment, and the Applicant hereby agrees and undertakes to pay all the amounts due and payable to the Company in accordance with the Payment Plan opted by the Applicant(s) in Schedule-IV on or before the respective due dates. It is being clarified that the Company shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Company. In the event of the Applicant committing default in the payment and/ or in observing and performing any of the terms and conditions of provisional allotment or not wanting to go ahead with the transaction, the Company can give 15 (fifteen) days prior written notice to remediate such breach/default. In the event that the Applicant(s) fails to remediate such breach/default within 15 (fifteen) days thereof or if at any point the Applicant(s) does not intend to proceed with the transaction to purchase the Plot, the Company shall be at the absolute liberty to cancel / terminate the provisional allotment. Thereafter,

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the Applicant(s) claim shall be restricted to the balance amount (if any) to be refunded to the Applicant(s) as aforementioned. The Company shall also, post expiry of such period, be at absolute liberty to sell / allot the said Plot to any other third party as the Company may deem fit and proper and the Applicant(s) shall have no claim or objection whatsoever to the same. The Company will, in 90 days of such cancellation/ termination, refund the amounts out of the Total Consideration Value that have been paid by the Applicant after (i) forfeiting "Earnest Money" or any part thereof paid till such time to the Company and (ii) deducting any interest component and penalties/ damages (received or due) on any delayed payment / non-payment by the applicant to the Company at the rate prescribed under the Act and Rules and (iii) brokerage paid to the broker by the Company in case the booking is made by the Applicant(s) through a broker, and (iv) amounts equivalent to the value of benefits granted to the Applicant(s) by the Company. It is clarified that the Company shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges/ any pass through charges paid / incurred by the Applicant (s) to the Company or any government authority, except if any refund of GST is received by Company from any government authority on amounts that were paid by the Applicant over and above the Earnest Money amount, then the Company shall refund the same to the Applicant(s) within 90 days of receipt of the same.

41. The Applicant is aware that the Total Consideration is payable as per the Plot Area of the Plot as defined in Section 2(k) of the Act. The term 'Plot Area' shall have the same meaning ascribed to it under the Act and the Rules. Further, the term 'Common Areas' shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Act read with rule 2(1)(f) of the Rules.
42. The Total Consideration is escalation-free, save and except increases which the Applicant agrees to pay, including increase in any of the components forming part of any charges whatsoever, to the extent payable to the Competent Authority and/ or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Applicant shall be liable to pay proportionately along with other allottees in the Industrial Plotted Colony/ building where the Plot is located and/ or Project, as the case may be, as applicable. In case of any decrease (including with retrospective effect, if any) in any of the components forming part of any charges whatsoever that may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Applicant, and such adjustment shall be made from the next installment due from the Applicant following the intimation of such decrease by the Company/ Competent Authority, as the case may be.
43. The Applicant confirms having understood that with the change in technology or otherwise the Company is entitled to speed up the process of construction and that the Applicant agrees and understands that the sequence of construction milestones as mentioned in the payment plan are indicative in nature and are subject to change during the course of construction. While the time linked installments shall be raised in accordance and within the given timeframe, accordingly the Promoter has the right to raise the demands based on the actual stage of construction, regard the construction linked demands, which can be earlier or later to the indicative milestones or in between the time linked installments as mentioned in the indicative payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
44. The Applicant shall have the right to the Plot along with exclusive right to usage of parking space, as mentioned below:
 - a. the Applicant shall have exclusive ownership of the Plot to be used as a Residence for which the allotment has been made and for which the Plot has been provisioned for.
 - b. the Applicant shall have the proportionate undivided, indivisible and

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- impartible ownership rights/share in the land underneath the Plot, Common Area in the Building wherein Plot is situated.
- c. The share/ interest of Applicant in the Common Areas of the building in which the said Plot is situated cannot be divided or separated, the Applicant shall use the Common Areas along with other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Company shall hand over the Common Areas of the building in which the Plot is situated to the Association of Allottees/ Competent Authorities, as the case may be, after duly obtaining the occupation certificate/ part occupation certificate/ part completion certificate/ completion certificate from the Competent Authority, as the case may be, as may be as provided in the Rule 2(1)(f) of Rules.
 - d. the Applicant shall have the right to exclusive use but no title to the allotted car parking space(s), if any.
45. The Plot along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Applicant independent of the other. The 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 and binding.
 46. In case the Company is required to make any additional provisions for and in relation to the Plot and/ or for any additional features and services in the Project, (including installation or make provision for alternate sources of generation/ distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives/ instructions of the Competent Authority under the applicable law (but not occasioned due to any default of the Company), then the Company shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the units as additional costs and charges and the Applicant agrees to pay the same proportionately to the Company, without any delay, demur and protest.
 47. The Applicant confirms having understood and further acknowledges that Company shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Licensed Land such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Company is dependent on the Competent Authorities for providing such external linkage and the Company shall not be responsible for such unfinished works, save and except towards payment of EDC or similar charges to the extent set out herein. In the event the Competent Authorities are not able to provide such external facilities by the time the Plot is handed over to the Applicant, then the Applicant agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ Vendors (such as, power-back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Company/ Association of Allottees/ Maintenance Agency.
 48. The Plot applied for, along with the Project shall be subject to the Haryana Plot Ownership Act, 1983, the Act and the rules and regulations thereunder, as applicable in the State of Haryana, or any statutory enactments or modifications thereof.
 49. The Applicant shall also pay, as and when demanded by the Company, Goods & Services Tax (GST), Works Contract Tax (WCT) or any other statutory taxes, duties, charges, cesses, levies and the like as may be applicable to the Plot and/ or the Applicant in relation to the Plot. The Applicant agrees and understands that in the

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- event any property tax or any other taxes, charges, fee, cess or the like by whatever name is imposed and/or is assessed separately in respect of the Plot, the same shall be payable by the Applicant, to the concerned authority.
50. The Company reserves its rights, subject to all the applicable laws, to give on lease or hire any unsold Plots in the Project or any part of the roof/ terraces/ open areas (not specifically attached to any of the Plots) and other areas and the Applicant agrees not to object to the same and/or to make any claim on this account.
 51. The Applicant shall be liable to make timely payment of maintenance charges as and when demanded by the Company/ RWA/ nominated maintenance agency, as the case may be. 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 (thirty) 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 allotment and terminate the Agreement, if executed, at its sole discretion and the Company shall be entitled to forfeit the Earnest Money (being 10% (ten percent) of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Company) and any fee/ brokerage/ commission/ margin/ any rebates availed earlier that may be paid by the Company to an Indian Property Associate ("IPA")/ Channel Partner in case the booking is made by the Allottee through an IPA/ Channel Partner, along with applicable taxes on such forfeited amount. The rate of interest payable by the Allottee to the Company shall be the State Bank of India highest marginal cost of lending rate plus 2% (Two percent). The balance amount of money paid by the Allottee shall be returned by the Company to the Allottee within 90 (ninety) days of such cancellation or withdrawal, subject to receipt of the refund/ credit of the applicable taxes by the Company from the Competent Authorities. Upon such cancellation, the Applicant shall be left with no right, lien or interest over the Plot and the parking spaces in any manner whatsoever.
 52. If the cheque submitted by the Applicant along with the Application is dishonoured, then this Application will be deemed to be cancelled and the Company will not be under any obligation to inform the Applicant about the dishonour of the cheque or cancellation of the Application. Also in case any cheque towards the subsequent payment is dishonoured, the Company will not be under any obligation to inform the Applicant about the dishonour of the cheque and the consequences for such non-payment/ payment default shall follow.
 53. The Applicant agrees and undertakes not to modify the Plot, make any structural change and/ or raise any construction within the Plot or otherwise encroach upon or occupy any Common Areas or any other area outside the Plot.
 54. The Applicant shall use the Plot only for the purpose for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. Use of the Plot shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Plot and/or to any Plot (s) above, below or adjacent to the Plot and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Applicant shall be obtained from the Competent Authorities/ Association of Allottees and prior notice thereof shall be given to the Association of Allottees/ the Maintenance Agency/ the Competent Authority, as the case may be.
 55. Subject to the Force Majeure, court orders, Government Policy/ guidelines, policy/

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guidelines of Competent Authorities, decisions affecting the regular development of the Project, herein and/ or other just permissible exceptions or any other event/ reason of delay recognized or allowed in this regard by the Authority, if any, the Company shall be considered under a condition of default, in the following events:

- A. The Company fails to provide ready to move in possession of the Plot along with parking, if any, to the Applicant or fails to complete the Project on or before the committed period;
- B. Discontinuance of Company's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by the Company under the conditions listed above, the Applicant is entitled to the following:

Stop making further payments of any payment/ future instalment (yet to be due) as per the Payment Plan, as and when demanded by the Company. If the Applicant stops/ suspends making payments, and if the Company subsequently rectifies/ remedies the default/ corrects the situation by completing the relevant construction/ development milestones and only thereafter, the Applicant shall be required to make the next payment and re-commence the payment of such outstanding instalments without any interest for the period of such delay occurred on account of the Company; or

- 56. The Applicant shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Applicant under any head whatsoever towards the purchase of the Plot, along with interest at the rate prescribed in the Rules within prescribed time under Act and Rules.

Provided that where an Applicant does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Company, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Company to the Applicant within prescribed time (under Act and Rules) of it becoming due.

- 57. The Applicant shall be considered under a condition of Default, on the occurrence of the following events:
 - i. in case the Applicant fails to make payments for two consecutive demands made by the Company despite having been issued notice in that regard the Applicant shall be liable to pay interest to the Company on unpaid amount at the rate prescribed in the Rules.
 - ii. in case of default by the Applicant continues for a period of 90 (ninety) days after notice from the Company in this regard, the Company may cancel the allotment of the Plot and refund the money paid by the Applicant after forfeiting the Earnest Money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Applicant for breach and non-payment of any due payable to the Company) and brokerage/ any rebates availed earlier/ margin/ incentive paid by the Company to an Indian Property Associate/ Channel Partner (in case booking is made through an Indian Property Associate/ Channel Partner), along with applicable taxes on such forfeited amount. The balance amount of money paid by the Applicant shall be returned by the Company to the Applicant, without interest or compensation within 90 (ninety) days of such cancellation, subject to receipt of the refund/ credit of the applicable taxes by the Company from the Competent Authorities. On such default, the allotment and/ or Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated.
 - iii. If, (a) the allotment of the Plot has been obtained by the Applicant through fraud,

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misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (b) the Applicant is not competent to enter into the Agreement for reasons of insolvency or due to operation of any regulation or law; then the Company may cancel the allotment of the Plot and refund the money paid by forfeiting the Earnest Money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Applicant for breach and non-payment of any due payable to the Company) and brokerage/ any rebates availed earlier/ margin/ incentive paid by the Company to an Indian Property Associate/ Channel Partner (in case booking is made through an Indian Property Associate/ Channel Partner), along with applicable taxes on such forfeited amount. The balance amount of money paid by the Applicant shall be returned by the Company, without interest or compensation within 90 (ninety) days of such cancellation, subject to receipt of the refund/ credit of the applicable taxes by the Company from the Competent Authorities.

- iv. On such default, the Allotment, the Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated. Further, additionally the Applicant shall be considered under a condition of Default, in case the Applicant fails to comply with the conditions under the Notice for Offer of Possession, including taking over of possession of the Plot, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Company in this regard then the Company may cancel the allotment the Plot and refund the money paid by forfeiting the Earnest Money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Applicant for breach and non-payment of any due payable to the Company) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Indian Property Associate/ Channel Partner (in case booking is made through a Indian Property Associate/ Channel Partner), along with applicable taxes on such forfeited amount. The balance amount of money paid by the Applicant shall be returned, without interest or compensation within 90 (ninety) days of such cancellation, subject to receipt of the refund/ credit of the applicable taxes by the Company from the Competent Authorities. On such default, the allotment, Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated.
58. The Applicant agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement, separate maintenance agreement, electricity supply agreement and any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Company and/or the nominated maintenance agency and/or registered Association of Allottees of the present phase of Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots or all other phases of Gurgaon International City including Industrial Plots namely M3M Innovation Park, Affordable Group Housing Plots, Group Housing under TOD and Commercial Plots ("RWA")/Master Association for the maintenance and upkeep of the Project as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Plot.
59. The Applicants(s) have clearly understood the terms of this Application Form and have accepted and consented thereto.
60. The Applicants(s) have confirmed that irrespective of any disputes, which may arise between the Applicants(s) and the Company, the Applicants(s) shall punctually pay all installments of the Total Consideration Value, amounts, contributions, deposits and shall not withhold any payment for any reason

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whatsoever.

61. The Company has the right and is entitled to create mortgage and / or create a charge on the Plot, Building or the Plot or any part or component thereto, all current/ future receivables pursuant thereto and any other right, title and interest that the Company may have in respect of the Project and/ or the plots, blocks and construction comprised thereupon including but not limited to Common Areas, Buildings and Floors. The Company shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) that may vest as per the Agreement for Sale. It is hereby understood and agreed that upon signing of this Application Form, the Applicant(s) are deemed to have completed all due diligence as to the right, title and interest of the Company to develop and market the Plot and the Applicant confirms that the Applicant(s) have sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Company to convey the Plot. The Applicant(s) has / have, prior to the date hereof, examined the copy of the RERA registration in respect of the Project and has caused the said RERA registration to be examined in detail by his/her/its advocates and planning and architectural consultants.
62. In case the Applicant(s) is a non-resident Indian or a foreign national of Indian origin then it shall be his/her/its responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act"), any rules and/or guidelines made/issued there under and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India. The Applicant(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Applicant(s) shall indemnify and keep and hold the Company and its Directors/ employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Applicant(s) subsequent to the execution of the Agreement for Sale, they shall immediately intimate the same to the Company and comply with necessary formalities, if any, under the applicable laws.
63. It is agreed that the Company shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities in respect of the Plot, as the case may be, without the previous written consent of the Applicant(s) as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities. Provided that, the Company may make such minor changes or alterations as may be required by the Applicant(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities.
64. The Applicant confirms that the Applicant has/ have relied on his/ her/ its/ their own independent judgment, investigation, physical inspection of the site of the Project and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/ have not based his/ her/ its/ their decision upon and/ or has/ have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations,

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warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Company. The Applicant confirms that he/ she/ it/ they has/ have obtained appropriate professional advice before proceeding further with this Application. The Applicant has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to submit this Application Form for the purchase of the Plot. The Applicant further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.

65. The Company shall formulate an association of allottee(s) ("Association of Allottees")/Master Association in the Industrial Plotted Colony, in which the owners of Plot constructed on the Plots in the Industrial Plotted Colony, shall be members. The Company shall if required, may form the said Association of Allottees /Master Association for the Industrial Plotted Colony being developed as Phase 1 or it shall be free to form Association of Allottees(Master Association) comprising of all the Allottees of all the Phases of the Industrial Plotted Colony, under applicable laws for maintenance of Common Areas & Facilities of the Industrial Plotted Colony. Company shall be responsible to maintain Common Areas & Facilities of the Industrial Plotted Colony till the taking over of the maintenance of such Common Areas & Facilities of the Industrial Plotted Colony by the Association of Allottees or maintenance agency or the Competent Authority, as the case may be, either itself or through a maintenance agency ("Maintenance Agency") subject to payment of the Maintenance Charges by the Allottee(s).
66. In case, the Association of Allottees/Master Association or the maintenance agency or the Competent Authority, as the case may be fails to take handover of the Common Areas & Facilities of the Industrial Plotted Colony, then in such a case, the Company shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period till such time the handover is taken by the Association of Allottees/Master Association/Competent Authority, as the case may be, which shall be recoverable from the Association of Allottees or proportionately from all Allottee(s) of Plots within the Industrial Plotted Colony.
67. The Allottee(s) shall pay the Maintenance Charges as may be levied by the Maintenance Agency/Association of Allottees/Competent Authority, as the case may be and shall also enter into a maintenance agreement with the Maintenance Agency/Association of Allottees/Master Association/Competent Authority as the case may be, in the format to be provided by the Company or the Association of Allottees.
68. Simultaneously with the execution of the Conveyance Deed, the Allottee(s) shall enter into a maintenance agreement with the Association of Allottees/Master Association, /Maintenance Agency or competent authority as the case may be, with regard to the above, which shall provide detailed terms / conditions with regard to the above.
69. The Allottee(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("Maintenance Charges") to the Association of Allottees/Master Association or to the maintenance agency or Competent Authority, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee(s) under this Agreement. The rates of maintenance and service charges shall be fixed by the

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Company or Association of Allottees/Master Association or the Maintenance Agency or the Competent Authority, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee(s) agrees that, on and from the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall pay advance Maintenance Charges calculated at an estimated rate.

70. The Allottee further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Company/ Master Association/Maintenance Agency/Competent Authorities, as the case may be for the purposes of framing rules for management of the Project and use of the Plot by the Allottee(s) for ensuring safety and safeguarding the interest of the Company/ Maintenance Agency and other allottees and the Allottee(s) also agree(s) and confirm(s) not to raise any disputes/claims against the Company/Maintenance Agency and other allottees in this regard. It is further expressly understood that the Company shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and/or Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, management and control of the Project, and/or Common Areas, amenities and facilities thereto.
71. The Company shall be responsible to provide and maintain essential services in the Project, as the case may be till the taking over of the maintenance of the Project by the Association of Allottees or the maintenance agency or the competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate, as the case may be. The Applicant agrees to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Company/Association of Allottees/Master Association or the Maintenance Service Agency ("MSA") as appointed for maintenance and upkeep of the Project by the Company. Execution of the Maintenance Agreement shall be a condition precedent for handing over possession of Plot by the Company and also for executing the Conveyance Deed of the Plot. The Applicant(s) agrees to pay to the Company/ Maintenance Agency, as the case may be, applicable maintenance charges in order to secure adequate provision of the maintenance services.
72. The Applicant(s) understands that for the mutual benefit and enjoyment of the owners of Plots in the Project and in accordance with the concept / design promulgated by the Company, there will be regulations / restrictions in change of structure, facade, regulations relating to usage of rear open spaces, common lobbies, stilt areas, stair cases of adjoining plots, lift lobbies of adjoining plots etc. The Applicants(s) understand that the same is for mutual benefit of the floor owners and is a fundamental part of the Project. The Applicants(s) consent to signing / agreeing to the terms / conditions in this regard as may be captured in the Agreement for Sale by the Company.
73. The Company may raise upon the Applicant(s) appropriate demand notices for the payment of the Total Consideration Value and other charges as are the part of the Total Consideration Value.
74. The Company may at its own discretion, enable the formation of multiple societies comprising of multiple separate Buildings on the Licensed Land, as the case may be.

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75. The Applicant(s) is not vested with any right, interest or entitlement in or over the Plot, until a formal agreement for sale ("Agreement for Sale") is executed and registered between the Company and the Applicant(s) under the Applicable Laws within the timelines stipulated by the Company. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "Provisional Allotment" until the Agreement for Sale is executed and registered by the Company and the Applicant(s). Further, the Applicant(s), as and when called upon by the Company, undertakes to be present for registration of the Agreement for Sale, as may be required under the Applicable Laws, at the office of concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Plot failing which the Company shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant(s) and/or (ii) cancel this Application Form / Allotment Letter and forfeit various amounts paid/due from the Applicant(s), subject to the provisions/limits as prescribed in the Applicable Laws.
76. Applicants(s) shall grant all the required assistance to the Company including signing of the agreements, deeds, declarations, consent(s) and other writings as and when demanded by the Company for lawful transfer of the said Plot.
77. The Applicant understands that the present Application and Allotment is non-transferrable/ non-assignable. Subject to the applicable Law, the permission to allow transfer/ assignment/ nomination/ substitution shall be at the sole discretion of the Company, which may grant or refuse such permission. The Company shall charge an administrative fee, as may be decided by the Company from time to time, for such transfer/ assignment/ nomination/ substitution and the transfer/ assignment/ nomination/ substitution shall be effected in a manner and as per procedure as may be formulated by the Company. The Applicant and the transferee/ assignee/ nominee/ substitute shall be required to submit such necessary documents in the formats as may be required by the Company for such transfer/ assignment/ nomination/ substitution. Any transfer/ assignment/ nomination/ substitution by the Applicant without the prior permission/ approval of the Company shall be treated as null and void and such transfer/ assignment/ nomination/ substitution shall not be binding on the Company.
78. The Applicant understands and agrees that although the Applicant may obtain finance from any bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source for the purchase of the Plot as may be permissible under applicable law however the obligation to make timely payments for the Plot pursuant to the Agreement shall be that of the Applicant and shall not be contingent upon the ability, capacity or competence of the Applicant to obtain or continue to obtain such financing. The Applicant shall, regardless of any financing, remain bound under the Agreement for fulfilling all obligations relating to the payments of all dues relating to the Plot. The rights of the bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity shall be subservient or equivalent to the rights of the Applicant under the Agreement and shall not be more or better than that of the Applicant. The Applicant agrees and understands that the Company shall not be under any obligation whatsoever to make any financial arrangements for the Applicant and the Applicant shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Company in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/ or for any reason whatsoever and if the Applicant fails to make timely payments due to the

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Company, then the Company shall have the right to exercise all the rights and remedies as available to it under the applicable law.

79. In the event any loan facility has been availed by the Applicant, the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity. Further, any refund to be made in terms of the Agreement, shall be made to the Applicant strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Applicant and his/her/its bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity from whom the Applicant has raised loan/ finance for purchase of the Plot. In cases of any such refund being made by Company directly to the bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity, the same shall be deemed as a refund to the Applicant in full and final satisfaction and settlement of account of the Applicant in respect of and in relation to the Plot against the Applicant as well as such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity and no other claim, monetary or otherwise shall lie against the Company and the Plot. Save and except in the case of any bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity with whom any agreement has been separately executed for financing the Plot, if any, the Company shall not accept any payments on behalf of the Applicant from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Company, failing which the Company may in its sole discretion reject the same and return the said payment directly to said Third Party. The Company shall not be responsible towards any Third Party that has made payments or remittances to the Company on behalf of the Applicant and any such Third Party shall not have any right, title and/ or interest against the Plot and/ or under the Agreement whatsoever. The Company shall communicate only with the Applicant and shall issue its payment receipts only in the name of and to the account of the Applicant.
80. Prior to handover of possession, the Applicant and the Company agree to conduct a joint inspection of the Plot so that in the event of any incomplete works, defects and/or poor workmanship therein, the same can be attended to by the Company. If the Applicant ignores, neglects or otherwise fails to do so and/ or if the Applicant fails to pay all dues payable under the Agreement and/ or to assume possession of the Plot within such prescribed time period, the Applicant shall not be entitled to make any such claim at any point thereafter. The Applicant agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Plot which have been directly executed by the Company, prior to assuming possession. The Applicant also agrees and understands that the Company shall not be held responsible or liable for giving any warranty of movable items/ appliances which have been part of the Plot and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Company has taken reasonable quality checks and balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of the Agreement or otherwise shall be as per the usage guidelines as provided by the Company/ the manufacturer/ the Maintenance Agency/ the Association of Allottees.
81. From the date of taking over of possession, the Applicant shall be responsible to comply, and cause compliance by his/her/its occupants, representatives

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- and/ or any other person claiming under him/her/it, with all applicable laws and provisions of the Conveyance Deed and the maintenance agreement.
82. Upon receiving a written intimation i.e. the Notice for Offer of Possession from the Company, the Applicant shall take possession of the Plot from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Company shall give possession of the Plot to the Applicant as per the terms and conditions of the Agreement. In case the Applicant fails to comply with the essential documentation, undertaking etc. and/or fails to take possession within the time provided, then (i) the Applicant shall continue to be liable to pay the specified dues (including the maintenance charges as applicable and holding charges @ Rs. 100/- (Rupees One hundred Only) per sq. ft. per month of the Plot Area of the Plot ("Holding Charges") for the entire period beyond such period as provided for in the Notice for Offer of Possession within which the Applicant has been advised to take the possession; and (ii) the Company shall postpone the execution of Conveyance Deed and handing over possession of the Plot until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges and holding charges as may be applicable thereon, have been fully paid. Such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge. If the Applicant fails to pay all dues payable and/ or to assume possession of the Plot within the prescribed time period, the Plot shall be and remain at the sole risk and cost of the Applicant. Maintenance charges with respect to the Plot shall be applicable and payable by the Applicant with effect from the last date given in the Notice for Offer of Possession, irrespective of whether the possession of the Plot has been assumed or not by the Applicant.
83. The Applicant upon possession shall join the Association of Allottees as may be registered/ formed under the Haryana Societies Registration Act, 2012 and Haryana Plot Ownership Act, 1983 by the Company and as provided for under the Act and Rules and shall not form/ or join/ become part of any other association/ society in respect of the Plot or the Project. The Applicant agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees or for any other purposes connected thereto as may be necessary.
84. Power back-up for the installed electrical load for the Plot shall be made available subject to timely payment of maintenance charges and Electricity Charges by the Applicant.
85. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Company as per the Agreement relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Applicant from the date of handing over possession (as per the terms of the Notice for Offer of Possession), it shall be the duty of the Company to rectify such defects without further charge, within 90 (ninety) days, and in the event of the Company's failure to rectify such defects within such time, the aggrieved Applicant shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided, the Company shall not be liable for any such structural/ architectural defect which result from/ induced by: (i) the Applicant, by means of carrying out structural or architectural changes from the original specifications/ designs; or (ii) any act, omission or negligence attributable to the Applicant or non-compliance of any Applicable Laws by the Applicant; or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Company at Project, reasonably and in the ordinary course requires additional time

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beyond the said 90 (ninety) days having regard to the nature of defect, then the Company shall be entitled to such additional time period.

86. The Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Buildings/Plot /Said Project, as the case may be, for every financial year and would be levied from the date of Notice for Offer of Possession regardless of the actual date of possession or otherwise and the Applicant undertakes to promptly pay the same. The Company shall be responsible for payment of all outgoings till the date of physical handover of possession of the Plot, thereafter the Applicant shall be responsible for such payment. The estimates of the Maintenance Agency shall be final and binding upon the Applicant. The maintenance charges shall be recovered on such estimated basis, from all Allottees chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Applicant agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
87. The development of the Said Project, as the case may be, is subject to further expansions as permissible under the RERA Act, the H-RERA Rules and Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities. Future permissible expansion shall be an integral part of the Said Project itself, therefore, the Company as per the RERA Act, H-RERA Rules and Applicable Law shall be entitled to conjoint various facilities and amenities such as power back-up, water supply, sanitary and drainage fittings etc. with the presently approved facilities and amenities.
88. In case the Applicant is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Applicant in respect of the Plot (in short 'Indian Property Associate/ Channel Partner'), the Company shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Consideration Value agreed to be payable towards the Plot. Further, no such person shall in any way be construed as an agent of the Company and the Company shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/ given by such person to the Applicant. The Applicant agrees, undertakes and affirms not to initiate any legal proceedings whatsoever against the Company and its respective Directors, officers, agents and representatives, for the acts of commission or omission on the part of the Applicant's Indian Property Associate/ Channel Partner/ third party and for any loss, damage or liability that may arise due to non-payment, non-observance or non-performance by such Applicant's Indian Property Associate/ Channel Partner/ third party and persons claiming through or under them and shall keep the Company and its respective Directors, officers, agents and representatives fully indemnified and harmless in this regard.
89. The Company shall not be responsible or liable to any third party making payments or remittances to the Company for and on behalf of the Applicant and such third party shall not have any right or claim in this Application or the allotment and/or against the Company. 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

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from any third party.

90. All the terms and conditions, rights and obligations of the Applicant as contained hereunder shall be subject to the provisions of RERA Act and H-RERA Rules and Applicable Law. The exercise of such rights and obligations shall be subject to the provisions of RERA Act (read with the H-RERA Rules) and regulations made thereunder and the applicable law. Any such provision which is inconsistent or contradictory to RERA Act (read with the H-RERA Rules and regulations made thereunder and the applicable law) shall not have any effect and shall be deemed to be void ab initio. The Applicant has confirmed having read and understood the provisions of the applicable Acts/ Rules and their implications thereof in relation to the Said Project and has further confirmed to comply, as and when applicable and from time to time, with any statutory enactments, amendments or modifications thereof and the provisions of any other Law dealing with the subject matter of this Application/ Plot.
91. An Application not containing PAN details 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/ Society/ Trust applying for an Plot, the Application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution/ Authorization.
92. The Applicant(s) shall bear and pay the Stamp Duty (if applicable) and registration charges payable on the Agreement for Sale and Conveyance Deed to be executed in pursuance hereof including any incidental expenses for registration, all documents to be executed in pursuance to this including Deed of Conveyance and/or other vesting document of the Plot in favour of the Applicant(s).
93. The Applicant(s) hereby undertake to indemnify and keep the Company and Land Owners and their respective Directors/ Officials/office bearers indemnified against any losses, damages, charges and expenses suffered by them on account of breach of any of the terms and conditions herein by the Applicant(s).
94. All the notices / communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Email / Courier / Registered A.D. / Speed Post / hand delivery to the Applicant(s) at their address contained in these presents. In case of any changes in the Applicant(s) address, the same shall be communicated to the Company by the Applicant(s) at least 10 (Ten) days from such change. Any delay or default in this behalf by the Applicant(s) shall not concede any extension of time or excuse for non-payments or non-receipt of any letters/correspondences addressed to the Applicant(s).
95. If there is more than one applicant named in this Application Form, all obligations hereunder of such applicants shall be joint and several. All communications shall be sent by the Company to the First Applicant whose name appears first and at the address given by him/her/it which shall for all intents and purposes be considered as properly served on all the Applicants.
96. The Applicant(s) have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
97. The signatory to the Application is accepting the terms and conditions of these presents for himself / herself/ themselves / draws complete authority to sign / accept the contents of these presents on behalf of the Applicants. The Company shall be in no way responsible in case the authority of the said signatory/ies is not valid.

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98. The Applicant(s) is/are aware that the contents of these presents shall supersede all other writings, Advertisements, brochures, leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.
99. The Applicant(s) is/aware that all the aforesaid terms and conditions are applicable and binding upon its respective nominees/legal heirs,executors, successors and assigns.
100. The Applicant(s) acknowledges that it has not relied upon the interiors depicted / illustrated in marketing collaterals /the sample Plot / mock Plot and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Company to provide the same.
101. That due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the localbodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this Application Form becomes inoperative and/or illegal and void, then it is agreed and confirmed that, save and except the said term(s) and condition(s),the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
102. This Application shall be governed and interpreted by and construed in accordance with the laws of India. Subject to term hereinafter, theHaryana Real Estate Regulatory Authority at Gurugram, alone shall have exclusive jurisdiction over all matters arising out of a relating to this Application.
103. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application, the Allotment Letter andthe Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shallbe settled amicably by mutual discussions within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of RERA Act (read with the H-RERA Rules and HARERA Regulations made thereunder).
104. For all purposes the present Application Form is deemed to have been signed and executed in Gurugram, Haryana.
105. The Company has the right to conduct Know Your Customer (KYC) Verification of the Applicant by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant to provide the updated information, if any, from time totime.
106. The Applicant(s) acknowledges that the Agreement for Sale contains detailed terms and conditions of the sale of the Plot. In the event of any contradiction between terms of either this Application or the Agreement for Sale, the terms and conditions embodied in the Agreement for Sale shall prevail.

I/ We have fully read and understood the above-mentioned terms and conditions and agree, confirm and declare to fully abide by the same.I/ We understand that the above-mentioned terms and conditions are binding in nature and are also indicative of the terms and conditions of the Agreement which shall be comprehensively elucidated and delineated in the Agreement. I/ We the Applicant do hereby declare thatmy/our Application is irrevocable.

I/ We hereby confirm and agree that the Company shall be liable and

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responsible only for and in relation to the written communication through it authorized personnel and the Company, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and real estate agent and/or any third parties and/or Person and / or any agreement or understanding arrived at with the aforesaid persons.

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/ our 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 and/or as may be contained in the Agreement. The Company has readily provided all explanations and clarifications to me/ us as sought by me/ us and after giving careful consideration to all facts, terms and conditions. I/ We have now signed this Application and paid the amount being fully aware and conscious of my/ our 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/ our booking or allotment, I/ We shall have no right, claim interest or lien on the Plot, if any.

Place:-

Date:-

Signature of Sole/First Applicant
any)

Signature of Second Applicant (if
any)

Signature of Third Applicant (if any)

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