

APPLICATION FORM

Dated :

To,

M/s Address Infrastructures Private Limited,

Having its registered office at:

PR-4, Sector 17,

New International Cricket Stadium,

New Chandigarh,

Chandigarh - 160017

SUBJECT : REQUEST FOR THE BOOKING OF COMMERCIAL PLOT

Dear Sir,

I/We ("Applicant") hereby request for the allotment of a Retail Shop/Commercial Plot/Restaurant- Plot/Pods/Multiplex Plot/Food Court Kiosk/Kiosk/SCO/other space(s)(hereinafter referred to as the "Commercial Plot/Plot") in the Commercial Plotted Colony to be developed as "3X CROSSING", situated in Revenue Estate of Chauma, Tehsil Gurugram, being developed over land measuring 32 Kanals 19 Marlas (4.118 Acres) Sector 109, Gurugram, Haryana (hereinafter referred as the "Commercial Plotted Colony/Project"), proposed to be constructed by you.

I/We agree to sign and register the Builder Buyer Agreement (hereinafter referred to as "BBA") in relation to the Commercial Plot on payment of 10% of Total Sale Consideration and understand and agree to abide by the terms and conditions of the Application Form for allotment as mentioned herein.

I/We hereby remit a sum of **Rs.** _____ /- (**Rupees** _____) vide Bank Draft/**Cheque No.** _____ /**RTGS No.** _____ **Dated/** _____ **drawn on ICICI Bank Limited in favor of Address Infrastructures Private Limited 3X Crossing Collection Account** being the part of the Booking Amount for the Commercial Plot in the Project titled as "3X CROSSING" having Carpet Area measuring _____ SQ. M. (_____ sq. ft.), having super area admeasuring _____. (_____ sq. ft.). I/We agree to pay further instalments as stipulated or demanded by the Company as per the Payment Plan opted by me/us.

I/We clearly understand that this Application Form does not constitute an agreement to sell and this application does not entitle me/us to the allotment of Commercial Plot, notwithstanding that the Company may issue its receipts in acknowledgment of the Booking Amount. However, without prejudice to the aforesaid, in case the terms of this application form are breached by me/us then consequences as mentioned herein and other proceedings, if any, will follow.

I/We confirm and undertake that upon issuance of allotment letter by the Company allotting Commercial Plot to me/us, I/We shall be bound to purchase the same and to execute the necessary documents, including the BBA in the Company's standard format, unconditionally and without qualification, where after the allotment of the Commercial Plot shall become effective. I/We acknowledge that the draft of the BBA has been shared with me/us and that I/we have read, understood and have taken independent legal advice regarding all the terms and conditions and other contents of the BBA. I/we further admit that the BBA, its contents, terms and conditions are acceptable to me/us and that at the relevant stage I/we shall execute the said BBA without demur or any negotiations on the terms thereof. In case any modifications, changes or amendments are required to be done in the BBA, before execution thereof then I/we shall agree to the same and shall proceed with the execution process. I/We hereby consent and agree to abide by the terms and condition of this application including those relating to payment of the Total Sale Consideration and other charges Taxes, forfeiture of the Earnest Money as well as other Non-refundable charges as provided herein and execution of necessary documents including the registration of BBA and that I/we am /are a major and also capable of contracting in my/our name.

I having examined the sanctions granted by the concerned Statutory Authorities to you/land owner for undertaking the conceptualization, promotion, construction and development of the aforesaid Commercial Plotted Colony (3X CROSSING).

Date: _____

Place: _____

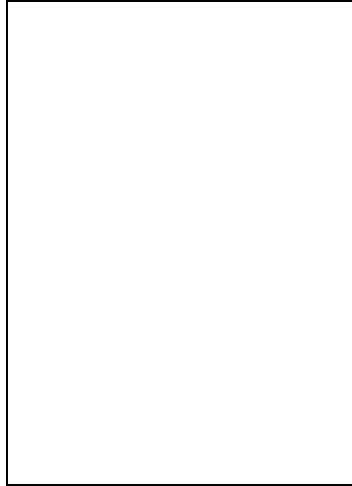
Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

APPLICANT NO. – 1 DETAILS



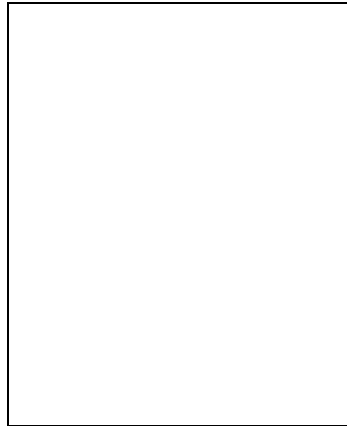
Name of the Applicant	
Son/Wife/Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

APPLICANT NO. – 2 DETAILS

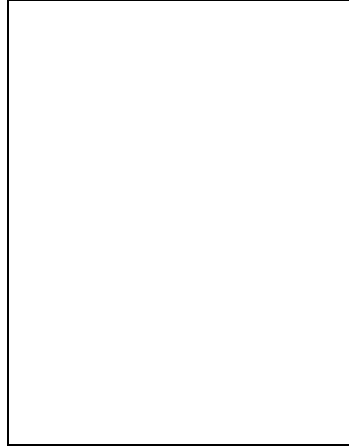
Name of the Applicant	
Son/Wife/Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

APPLICANT NO. – 3 DETAILS

Name of the Applicant	
Son/Wife/Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

A PARTNERSHIP FIRM

M/s a partnership firm constituted under the Indian Partnership Act 1932 (Copy of Partnership Deed enclosed) having its place of business at.. through its partner Shri/Smt..... (Aadhaar No.....) authorized by letter of authority dated..... (copy enclosed) PAN..... (copy enclosed). Mobile No. *, Email* :..... (*Mandatory Fields)

Or

A COMPANY:

M/s Address Infrastructure Pvt. Ltd. a Company registered Under "The Companies Act 1956 or The Companies Act, 2013" having its registered office at Office:607-608, The Palm Spring Plaza, Golf Course Road, Sector-54, Gurgaon, Haryana-122003, PH: 9773989335

..... and corporate office atThrough its duly authorized signatory Shri/Smt..... (Aadhaar No.....) Authorized by a resolution passed by the Board of Directors (A copy of Board Resolution, Memorandum and Articles of Association as well as Certificate of Incorporation of the company enclosed) PAN (copy enclosed).

Mobile No. *

Email*

(*Mandatory Fields)

1. Details of Commercial Plot

Plot No:

Area.....sq. yds (.sq. mtr.)

Block.....

2. Total Sale Consideration

a) Basic Sale Price (BSP): Rs per sq.yds.

b) Prime Location Charges (PLC), if any: (percentage of BSP) %

c) Development Charges (EDC & IDC): Rs per sq. yds.

d) Possession Charges (PC): Rs per sq. yds.

3. Payment Plan

Construction Linked

Special Payment

Down Payment

Possession Linked

Any Other(Please Specify)

(Annexure enclosed)

NOTES:

All Drafts/ Cheque/RTGS are to be made in favour of “**M/s Address Infrastructures Private Limited 3X CROSSING Project Master Collection A/c**” payable at Gurugram. The details of RTGS are as follows: - Account Number: 343105001192, ICICI BANK, IFSC ICIC0003431.

- The External Development Charges (EDC) and Infrastructural Development Charges (IDC) for the purpose of external services which are to be provided by the Haryana Govt. have been charged as per the present rate fixed by the Haryana Government and in case of any increase in these charges in future the same shall be borne and paid by the Applicant as and when demanded by company.
- Drafts/Cheques/RTGS are subject to realization. The date of encashment of instrument shall be deemed to be the date of payment.
- All payments towards Total Sale Consideration including BSP (Basic Sale Price), EDC (External Development Charges) and IDC (Infrastructural Development Charges), PLC (Prime Location Charges), IFMS (Interest Free Maintenance Security), other statutory charges or any other incidents of tax (current and/or retrospective), maintenance or any other charges payable shall be paid by the Applicant as and when demanded by the Company or its nominated agency.
- Stamp Duty, BBA Registration Charges and related legal fees and administrative expenses shall additionally be payable by the Applicant.
- It shall be the sole responsibility of non-resident / foreign / national / person of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.
- GST and/or other statutory dues as applicable shall be charged extra, as per law.
- To avoid penal consequences under the Income Tax Act 1961, where Total Sale Consideration for the Commercial Plot exceeds Rs.50 lakhs, Allottee is required to comply with provisions of section 194 IA (effective from 1st June 2013), by deducting applicable TDS (as notified by Ministry of Finance from time to time) from each instalment /payment and depositing the same into government treasury within 30 days of the end of the month in which the deduction is made. For convenience, please find below the information that will be required to be filled in Form No.26QB (Challan cum statement) at the time of making the payment.

Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

S.No.	Description of the field in Form 26QB	Information to be filled in the relevant box/space
1	Permanent Account Number (PAN) of Transferor/Payee/Seller	AANCA9845R
2	Full Name of the Transferor/Payee/ Seller	M/s Address Infrastructures Private Limited
3	Complete Address of Transferor/ Payee/Seller	607-608, The Palm Spring Plaza, Golf Course Road, Sector-54, Gurgaon, Haryana- 122003

The Applicant shall provide TDS certificate and Challan as evidence of deposit of the same within 7 days from the date of deposit for appropriate credit.

- In case of delay in making the payment the Company shall charge interest from the due date of instalment. The Company shall also be entitled to charge interest as applicable as per rates prescribed under the Haryana Real Estate (Regulations & Development) Rules, 2017 from the due date of the delayed instalment, as per the Schedule of Payments, till realization of payment. The Company shall have the right to first adjust interest (if any) and then treat the balance amount as instalment money. In case, after adjusting the interest, the balance amount is insufficient to cover the due instalment then the short fall will have to be covered and paid separately by the applicant.
- All communications sent by the Company on the E-mail address/ Registered Address provided by the Applicant shall be deemed to have been duly served.

DECLARATION:

I/We hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed there from. I/We confirm that in case any of the information given by me/us in this application is incomplete or is found incorrect or false at any stage, the Company shall be within its rights to reject this application and/or cancel the allotment, if done and/or terminate the Agreement, if executed without any liabilities and penalties. I/We here by further confirm that I/We have read and understood the terms and conditions as appended with this Application form and accept and undertake to unconditionally abide by the same.

Date: _____

Place: _____

Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

TERMS & CONDITIONS OF THIS APPLICATION
(INDICATIVE TERMS OF THE AGREEMENT TO BE EXECUTED)

This booking is subject to the terms and conditions given here under which shall be binding on the Applicant until the execution of the BBA in respect of the Commercial Plot. The non-execution of the BBA shall not adversely affect the rights of the company to enforce the terms of this application. These are tentative and indicative key terms and conditions of the BBA to be executed between the Applicant and the Company and are given with a view to broadly familiarize and acquaint the Applicant with provisions thereof.

1. That the Applicant has full authority, documents and permission for development of a Commercial Plot in the project titled as “3X CROSSING”, Sector 109, Gurugram, Haryana with full knowledge and understanding of all the laws, notifications and rules as are applicable to the area in general and the Commercial Plotted Colony/Project in particular, which also have been duly explained by the Company and understood by the Applicant.
2. That the Applicant has independently verified and is satisfied about the interest and rights of M/s Address Infrastructures Private Limited (hereinafter referred to as the “Company”), in the land on which the Project is proposed to be constructed and has clearly and unambiguously understood and accepted all limitations and obligations of the Company in respect thereof. The Applicant hereby agrees that there is no further need for any investigation/enquiry in this respect thereof. The Applicant is aware that license bearing no. 95 of 2021 dated 16th of November, 2021 for development of Commercial Plotted Colony had been granted by Director, Town & Country Planning, Haryana, Chandigarh and the Project is being implemented in furtherance of the same.
3. That the Applicant confirms that he/she/it has relied on his/her/its own judgement and investigation, on inspecting the site of the project and verifying all concerning documents, in deciding to make this present application in the Project and this decision has not been influenced by any illustrative architects plans, advertisements, brochures, representations, warranties, statements of estimates of any nature whatsoever whether written or oral made by or on behalf of the Company/its associate or any Channel Partner.
4. That the Applicant understands that the allotment once made shall be final and binding on the Applicant and Applicant shall have no objection to the same.
5. That the basic sales consideration for the Commercial Plot is exclusive of External Development Charges (“EDC”), Infrastructure Development Charges (“IDC”) as specified by the Director, Town and Country Planning, Government of Haryana, Chandigarh. Further, in case there is any increase or enhancement in the EDC and/or IDC charges, the same shall be payable by the Applicant on pro rata basis along with other applicants as may be determined by the Company in its discretion.
6. That the Applicant agrees that he/she shall pay the basic sale price of the Commercial Project and other charges like EDC, IDC, PLC, IFMS, exclusive right to use of Car parking space (if any) etc. The Applicant undertakes to pay any other future taxes/charges/cess/charges due to subsequent legislation/levies by whatever name called, including GST or any other statutory demand that may be levied/demanded by the Competent Authority in future. The Applicant has understood that the BSP, EDC & IDC, Charges for exclusive right to use of Car parking space (if any), IFMS and applicable PLC shall constitute the “Total Sale Consideration” for the Commercial Plot. However, applicable taxes & statutory levies shall be charged in addition to the Total Sale Consideration.
7. The Applicant is also aware that although the Total Sale Consideration and other dues/charges are payable on the Super Area of the Commercial Plot, however what will be transferred/conveyed to the Applicant shall be the Plot Area. The “Plot Area” shall mean and include the entire area enclosed by the periphery walls of the Commercial Plot including the areas under the walls, columns, shafts, cut outs including the area of the terrace(s) exclusive to the Commercial Plot, if any, and the areas of the balcony (ies) and half the area of the walls that are common with adjacent Commercial Plots and full area in case of other walls, which form integral part of the Commercial Plot. It is specifically clarified by the Company and accepted by the Applicant that the Plot Area, if provided with exclusively accessible or usable open terrace(s) and balcony(ies), shall also include the area of such terrace(s) and balcony(ies) as may be provided. Notwithstanding the inclusion of such areas, the Applicant shall not cover or construct on such terrace(s) and balcony(ies), any permanent or temporary construction and shall use the same as open terrace(s) and balcony(ies) and in no other

manner whatsoever. "Super Area" of the Commercial Plot shall mean and include the Plot Area plus the proportionate undivided share in the Common Areas and Facilities. It is clarified that in case any other area is included in the definition of 'carpet area' on account of any notification, promulgation, policy etc. which leads to increase in area then charges for such increased area shall be payable by the applicant.

8. The Applicant agrees that out of the amount(s) paid/payable by him/her towards the Total Sale Consideration, the Company shall treat 10% of the Total Sale Consideration as earnest money to ensure fulfillment by the Applicant, of the terms and conditions of application and the BBA.
9. That the Applicant hereby admits the earnest shall stand forfeited along with other Non-refundable charges such as statutory charges paid by the Company brokerage, commission, any return on Investment and/or any down payment rebate and/ or any delay penalty paid/payable by the Company to the Applicant and also the margin that may have been paid by the Company to the Channel Partner shall also be deducted in case of non- fulfillment of the terms and conditions set out herein by the Applicant as well as terms of the BBA and also in the event of failure by the Applicant to sign and return to the Company the BBA and maintenance agreement within thirty(30) days of their dispatch by the Company. The GST or any other statutory levy/cess/charges paid by the Applicant shall not be refunded.
10. The Company shall by itself or through its nominated Maintenance Agency provide services for maintenance, upkeep, repairs, security, landscaping and common areas etc. for the Project subject however to regular and timely payment of maintenance and allied charges and deposits required to be made by the Applicant. The liability to pay maintenance charges shall commence from date of notice of offer of possession (upon application of occupation certificate) of the Commercial Plot by the Company, regardless of the actual possession or occupation of the Commercial Plot and irrespective of whether the Applicant uses the maintenance services or not. The applicant admits that the maintenance of the project is a wholesome exercise which cannot be done to the exclusion of the Plot of the applicant and thus whether the Plot is under occupation of the applicant or any licensee/ tenant of the applicant will be irrelevant against the liability of the applicant to pay and to continue to pay the maintenance charges. The Applicant confirms and acknowledges that the Project will be maintained by the Company and/or an agency appointed by the Company and that the Applicant shall execute a separate maintenance agreement, with the Company and/or with its nominated maintenance company, in the standard format of the Company and such other documents as and when required by the Company along with declarations and undertaking contained therein. The Applicant accepts that the execution of the maintenance agreement shall be a condition precedent to the execution of the Conveyance Deed for the Commercial Plot.
11. The Applicant confirms having made this application with the full knowledge that the Company is in the process of developing the Project as part of a Plotted Commercial Colony alongwith construction existing thereupon and that the site plan and building plans are tentative and may be changed, altered, modified, revised, added or deleted at the sole discretion of the Company, subject to regulatory approvals and that the Applicant shall have no objection to the same, if done, in pursuance thereof. It is understood and agreed by the Applicant that the location, size, floor and dimension of a Commercial Plot including the Super Area/construction to be raised thereupon mentioned is tentative and subject to change, and may be modified or revised or changed from time to time during the course of its completion and grant of Occupation Certificate. It is only upon receipt of Occupation Certificate, the final Super Area/Carpet Area shall be calculated and communicated, which shall be final and binding and if any amount is found to be payable by the applicant on account of increase in super area then the same shall be duly paid by the applicant on demand.
12. The Allottee represents that the Allottee has seen the layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities relating thereto which has been approved by the Government Authority, as represented by the Company. The Company shall develop the Plotted Commercial Colony in accordance with the said layout plan, building plans, floor plans and specifications, amenities and facilities.
13. The Company reserves its right to give on lease or hire the whole or any part of the roof/terraces/ open areas and other areas not declared as common area and the Applicant agrees not to object to the same or to make any claim on this account.
14. All clauses of this application, allotment and BBA shall apply mutatis mutandis to the exclusive right to use of the car parking

space(s) applied and so provided, wherever applicable. The right to exclusive use of Car Parking Spaces shall be an integral part of the commercial Plot and cannot be transferred independent of the Commercial Plot. Similarly, the applicant will have no right to lease/license/part away with the right to use such parking area(s). Right to use of any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Company, subject to availability and upon payment of such charges as may be decided by the Company. The Company's decision in this regard shall be final. The Applicant agrees that parking spaces allocated to the Applicant shall not be a part of the Common Areas and Facilities of the Project for the purpose of Declaration to be filed by the Company under the Haryana Apartment Ownership Act, 1983 (including any amendments/modifications thereof), or any applicable Acts/Rules.

15. That prior to execution of the BBA, in case the Applicant is not inclined to obtain allotment of the Commercial Plot and proceeds to withdraw the application for allotment at any point of time, the Company at its sole discretion, may accept such request for cancellation.
16. In aforesaid event the earnest money shall be forfeited, along with the other Non-refundable charges such as statutory payments (if any), brokerage, commission, any return on Investment and/or any down payment rebate and/or any delay penalty paid/payable by the Company to the Applicant, margin that may have been paid by the Company to the Channel Partner shall also be deducted and the residue amount (if any) shall be returned by the Company to the Applicant only upon realization of the same from the subsequent purchaser of the Commercial Plot. Such refund shall be made by the Company to the Applicant without any interest or compensation. The GST or any other statutory levy paid by the Applicant shall not be refunded. Upon cancellation the Applicant shall have no right, interest, and claim of whatsoever nature or kind in the Project, or against the Company. The applicant acknowledges that certain charges, as detailed above, are paid by the company on execution of this application and these charges are not refundable, thus, the applicant admits to forfeiture, as mentioned above.
17. In case the Applicant has opted for a construction—linked payment plan, the Company shall, subsequent to the time-linked instalments, send call/demand notices for only the construction linked instalments. In all other cases or time linked instalments it shall not be obligatory on the part of the Company to send call/demand notices/reminders for payment as may be due from the Applicant as per the opted Payment Plan. Be that as it may, if at all any demand notice, reminder etc. is issued by the company then same shall not deem setting of a precedent or creation of liability upon the company to continue to issue such notice etc.
18. The Company shall not entertain any third party remittances, except from blood relatives of the Applicant and if otherwise received, shall be at the sole risk and consequence of the Applicant and no liability shall attach upon the Company for any such payments. All receipts and related documents shall be issued only in the name of the Applicant whose name appears first in the Application. The Company shall communicate only with the Applicant. The Applicant shall alone be directly and completely responsible and liable for any such payment/remittance that the Company may receive from any third party.
19. The Applicant hereby requests the Company to lease out the Commercial Plot to a Brand(s) for Retail/F&B/Hospitality etc. and the Company agrees to do the same on best efforts basis only.
 - (a) The Applicant is fully aware that to attract maximum foot fall and for the success of the aforesaid project it is extremely crucial that appropriate, well thought of and commercially viable mix of retailers and commodities is maintained in the Project. The same can only be done if the first/exclusive right to lease all spaces in the project is retained by the Company. Accordingly, the Applicant unconditionally and irrevocably agrees and confirms that the Company would have the exclusive and absolute right to lease out the said Commercial Plot on behalf of the Applicant.
 - (b) The Applicant agrees that the Company would have the exclusive rights to lease out the Commercial Plot only till the date of issuance of Occupation Certificate by Directorate of Town and Country Planning, Haryana, Chandigarh. It is further hereby expressly agreed by the Applicant that the Company's right to lease out the Commercial Plot on Applicant's behalf shall lapse automatically on the date of issuance of Occupation Certificate if a binding LOI/Term Sheet/MOU/Lease Deed or any such agreement is not executed for the Commercial Plot till that time.
 - (c) That the Company at its absolute discretion shall be entitled to settle all terms of letter of intent/term sheet agreement

or deed of lease including but not confined to quantum of rent/revenue share, advance rent (if any), security deposit, maintenance charges, fit out cost, period of lease, duration of fit out period and lock-in period, consequences for violation of terms of lease, payment of GST, property tax, incurring/sharing cost of registration, brokerage costs, cost of fit out/interiors and modalities of incurring of the same etc. The Company shall be entitled to negotiate and finalize lease arrangement in respect of large areas by clubbing the commercial Plot booked for purchase by the Applicant with other commercial areas in the project allotted to/owned by other parties. The Applicant shall unconditionally accept the terms and conditions of LOI/Lease arrangement/Rent/Revenue Share which may be finalized by the Company on behalf of the Applicant. The quantum of rent shall not be the only consideration for identification and finalization of prospective tenant by the Company.

- (d) The Company, on best efforts basis, will strive for attractive lease terms for the Applicant.
- (e) The Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . would be executed by the Applicant or the Company at the Company's discretion. The Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . would be forthwith executed/registered by the Applicant at the behest and instance of the Company and in case the Company deems the same to be appropriate In case the lease terms of the Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . are not acceptable to the Applicant, the Company shall have the right to change the Commercial Plot allotted to the Applicant to another commercial Plot of comparable Super Area on best effort basis only and the Applicant shall unconditionally accept the revised allotment with its resultant commercial implications.
- (f) In case the alternative Commercial Plot is not available or is not acceptable to the Applicant and further the Applicant is disinclined to accept the terms of lease finalized by the Company, in that event the Company at its absolute discretion shall be entitled to cancel the allotment/BBA and to refund the amount paid by the Applicant after forfeiting Non-refundable charges such as statutory charges paid by the Company brokerage, commission and/ or any delay penalty paid/payable by the Company to the Applicant and also the margin that may have been paid by the Company to the Channel Partner. The GST or any other statutory levy/cess/charges paid by the Applicant shall not be refunded. Only in such event the earnest money shall not be forfeited while calculating the refund amount. The refund shall be paid to the Applicant by the Company only when the amount is received by the Company from sale of the Commercial Plot in favour of another third party.
- (g) The cancellation of allotment/BBA for reasons stated above would be at the sole discretion of the Company and after cancellation of the same, the Company would have no right, claim, lien etc. on the Commercial Plot and the Company shall at its absolute discretion be entitled to use, utilize, lease, alienate and deal with the Commercial Plot in any manner deemed fit by it without any hindrance or obstruction on the part of the Allottee.
- (h) That in case the Commercial Plot is intended to be leased out to any third party as a fully fitted space (as a furnished area), the terms thereof including expenditure to be incurred in undertaking interior/fit out shall be determined by the Company and the Applicant shall be bound to pay the same in addition to the sale consideration settled herein for the Commercial Plot within the timeframe provided by the Company. In case the Applicant is unable to make payment of the fit out/interior work cost, the Company shall provide to the Applicant an alternative Commercial Plot as contemplated hereinabove and in the event of non-acceptance/non availability of the same, cancel the allotment of the Commercial Plot/BBA. It is further agreed between the parties hereto that in case the Applicant cannot pay the enhanced consideration, the Company at its absolute discretion shall be entitled to cancel the allotment of the Commercial Plot/BBA on the same terms and conditions as mentioned hereinabove and to lease, sell, transfer, use, utilize, deal with and assign the Commercial Plot to any new buyer without any prejudice or claim of the Applicant.
- (i) The Company shall be entitled to settle the terms of lease at its absolute discretion so long as the Company is satisfied

that induction of a particular brand/vendor/entity etc. as lessee shall be conducive to the commercial success of the Commercial Plotted Colony. The applicant shall not withhold its consent to lease and shall be duty bound to sign the Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease etc.

- (j) In case the allottee exhibits reluctance on the part of the applicant to issue its consent or to sign the Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease etc. then the company will be entitled to grant the consent and execute the Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease etc. on its own which shall be binding upon the applicant with full force and effect. This clause other terms thereof shall be sufficient authorization of the applicant, in this regard.
 - (k) The allottee shall fully co-operate with the Company in its endeavor to lease the Commercial Plot along with construction existing thereupon. The allottee shall not create any hindrance or obstruction in creation of lease over the Commercial Plot.
 - (l) The execution and submission of this allotment letter and the clauses/covenants incorporated therein shall not create any responsibility, obligation or liability upon the Company to compulsorily lease the Commercial Plot. The allottee is aware that it shall be the entitlement and discretion of the Company to lease the Commercial Plot on best effort basis on such terms and conditions as are deemed appropriate by the Company. The Applicant shall not be entitled to assert any claim of any nature against the Company in case no prospective tenant for the property booked for purchase by me/us is located by the Company.
20. The Applicant understands that the Company shall develop the Project in accordance with the approved layout plan and buildings plans. However, if any alterations or modifications are required in such layout and building plans, whether by any statutory authority or as otherwise may be required in the best interest of development of the Project, the Applicant shall not have any objection and undertakes to abide by any such change as may be approved by the DTCP or any other competent statutory authorities. While every attempt shall be made by the Company to adhere to the location and to the Super Area of the Commercial Plot, in the event there is any change in the Commercial Plot's location, its Super Area or related PLC, then the resultant variation in applicable Total Sale Consideration agreed herein, as the case may be, shall either be payable or refundable without any interest thereon and at the BSP mentioned herein.
21. In the event the variation in the Super Area of the Commercial Plot is greater than 10% and such variation is not acceptable to the Applicant, every attempt shall be made to offer an alternate Commercial Plot of an approximately similar size within the Project (subject to availability). In the event that such an alternate Commercial Plot is available and the Applicant accepts such alternate Commercial Plot, the applicable Total Sale Consideration (for the said alternate Plot), including the applicable PLC, resulting due to such changed location/Commercial Plot shall be payable or refundable (as the case may be), at the BSP mentioned in this Application Form. No other claim of any nature, whether monetary or otherwise, shall lie against the Company. In case the alternate Plot is not acceptable to the applicant then after due deductions of earnest money, other charges the balance amounts shall be refunded to the applicant.
22. The Applicant understands and acknowledges that on account of any change in the layout or building plans or for any other reason, the Commercial Plot allotted to the Applicant may get omitted from the Project. In such an event, the Applicant shall be offered an alternate Commercial Plot within the Project. There shall be no other claim whatsoever of any nature, whether monetary or otherwise against the Company and/or the associate company and/or any claim or demand shall otherwise be raised by the Applicant. In case the alternate Plot is not acceptable to the applicant then after due deductions of earnest money, other charges the balance amounts shall be refunded to the applicant.
23. The Applicant may apply for a loan, if required, to any bank/financial institution of his choice. The Applicant understands that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in sanctioning and disbursement of the loan to the Applicant. The Company shall not be held responsible in any manner whatsoever in the event the application for loan made by the Applicant is rejected by any bank/ financial institution and the loan is not sanctioned and/or disbursed. The Applicant confirms

that his liabilities to pay the instalments and other amounts and charges due and payable to the Company are not dependent upon such loan and shall continue unabated irrespective of status of his application for loan and/or if the loan amount is not disbursed in time upon its sanction by the bank/financial institution. In case the Applicant avails of a loan, the Conveyance Deed shall be executed only upon receipt of No-objection certificate from such bank/ financial Institution. The conveyance deed and possession may also be dependent upon the tripartite agreement or PTM, if any.

24. The Applicant agrees that the Company shall have the right to transfer/assign the ownership rights in the Plotted Commercial Colony or its rights under the development agreement, as the case may be, in whole or in part to any other entity by way of sale/merger/amalgamation or otherwise as may be decided at the discretion of the Company without any intimation (written or otherwise) to the Applicant and the Applicant shall not raise any objection to the same or raise any dispute at any time in this regard.
25. The Applicant shall indemnify and keep harmless the Company, its directors, officers, agents and representatives, against any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of any of the covenants and conditions by the Applicant as mentioned in this Application or Allotment. The Applicant has confirmed having read and understood the Haryana Apartment Ownership Act, 1983, and other applicable Acts/Rules and their implications thereof in relation to the Commercial Plotted Colony/Project and has further confirmed to comply, as and when applicable and from time to time, with the provisions of the Haryana Apartment Ownership Act, 1983, and with any statutory amendments or modifications thereof and the provisions of any other Law dealing with the subject matter of this Application/Commercial Plot.
26. (a) Subject to the Applicant having complied with all the terms and conditions of this application, allotment letter/ BBA, maintenance agreement, applicable Rules, Bye-laws and other statutory provisions, the Company shall hand over the Commercial Plot to the Applicant as provided in BBA.
 (b) That the Applicant shall take the possession of the Commercial Plot within 30 days from the date of offer of possession (upon application of occupation certificate), failing which the Applicant shall be deemed to have taken the possession of the Commercial Plot. In such a case the Company shall not be responsible for any loss, damage, trespassing in the said Commercial Plot, occasioned due to the failure of the Applicant to take possession within the stipulated time. Furthermore the Applicant consents and undertakes that he/she shall be liable to pay to the Company holding charges, maintenance charges as well as other charges as set out in BBA/ Maintenance Agreement.
 (c) That the Applicant shall comply with all legal requirements for purchase of immovable property wherever applicable and sign and/or furnish all requisite applications, forms, affidavits, undertakings, indemnities etc. required for the purpose.
27. That the possession of the Commercial Plot shall only be offered after the Applicant has paid the Total Sale Consideration, stamp duty, registration charges and all other incidental charges, interests, penalties and legal expenses for execution and registration of the BBA/Sale Deed/Conveyance Deed of the Commercial Plot in favour of the Applicant. The Conveyance Deed of the Commercial Plot shall be executed only when full payment of the Total Sale Consideration has been made, maintenance agreement has been executed, the Payment Plan has been fulfilled and no other charges remain due to the Company and/or Maintenance Agency.
28. As and when demanded by the Company, the Applicant shall pay electricity, water, sewer and storm water drainage connection charges, meter procurement, testing and installation charges, security deposits, power back-up charges and any other charges as may be payable or demanded from the Applicant in respect of the Commercial Plot. The Applicant undertakes that he/she shall become a member of the Association of buyers in the Project as may be formed by the Company on behalf of the buyers as and when required to do so.
29. Time is the essence with respect to the Applicant's obligations to pay the Total Sale Consideration as provided in the Payment Schedule along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the BBA to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Applicant under the BBA. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the Schedule of Payments or obligations to be performed by the Applicant. In case of delay in making payment

by the Applicant as per the Payment Plan, the Company shall have the right to terminate the Allotment/BBA and forfeit the Earnest Money along with the other Non-refundable charges such as brokerage, commission, any return on Investment and/ or any down payment rebate and/or any delay penalty paid/payable by the Company to the Applicant, margin that may have been paid by the Company to the Channel Partner shall also be deducted. The GST or any other statutory levy paid by the Applicant shall not be refunded. The Company shall also be entitled to charge interest as applicable as per rates prescribed under the Haryana Real Estate (Regulations & Development) Rules, 2017 from the due date of the delayed instalment, as per the Schedule of Payments, till realization of payment. It is expressly agreed by the Applicant that the Company shall have the right to first adjust interest, if any, and then consider the balance amount as instalment money. However, the Company may at its sole discretion, recover all the payments and seek specific performance of the Agreement. In such a case, the Parties agree that the possession of the Commercial Plot will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant to the satisfaction of the Company. The option reserved by the Company to accept the outstanding amount along with interest shall not result in time not being the essence of the contract.

30. That the Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of the Commercial Plot. The Company/financial institution/bank shall always have the first lien/charge on the Commercial Plot for all its dues and other sums.
31. The Applicant hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of this application/Allotment/ BBA. The Applicant expressly agrees to keep the Company and its agents and representatives, estate and effects, indemnified and harmless in respect of the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.
32. That it is abundantly made clear that in respect of all remittances, acquisition/transfer of the Commercial Plot it shall be the sole responsibility of Non-Resident Indian (NRI)/Foreign National/ Person of Indian Origin (PIO) to comply with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or other Applicable Laws or any amendments thereof. Any refund, transfer of security if provided in terms of the BBA shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law, statutory provisions and amendment thereof. The Applicant understands and agrees that in the event of any failure on, his/ her/their part to comply with the prevailing Exchange Control Guidelines issued by the Reserve Bank of India, he/she shall be alone liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant shall keep the Company fully indemnified and harmless in this regard. The Company accepts no director in direct responsibility or liability in this regard.
33. That the Applicant shall inform the Company in writing (preferably through E-mail) any change in the mailing address mentioned in this application failing which all demands, notices etc. by the Company shall be mailed to the address given in this application and deemed to have been received by the Applicant. The Applicant shall remain liable for any default in payment and or/other consequences that might accrue due to any change in the postal/ mailing address. In case of Joint Applicant(s) all communication shall be sent to the first named Applicant in this application. In case of Applicant does not furnish changed address or contact details, the Company have the right to serve notice for rejection/termination of this application on the last known address of the Applicant. The Applicant confirms and agrees that any communication to the email address provided to the Company shall be considered a valid communication to the Applicant.
34. The Applicant agrees and undertakes that the present application and allotment is non transferrable/assignable. The permission to allow transfer shall be at the sole discretion of the Company, which may grant or refuse permission. The Company shall charge administrative fee/transfer charges, as may be decided by the Company from time to time together with applicable tax/GST, for such transfer and the transfer/nomination shall be effected in a manner and as per procedure as may be formulated by the Company. The Applicant and the intending transferee shall be required to submit such necessary documents in the format as may be required by the Company for such transfer.

Any transfer without the prior permission/approval of the Company shall be treated as null and void and such transfer shall not be binding on the Company and such alleged transferee shall not be allowed to rely upon the documents executed by the applicant to seek any right in the Plot.

35. That in case the Applicant does not accept the allotment of commercial space as intimated by the company or does not sign any document as required by the company for any reason or fails to make payment of the demanded amount in the accompanying letter, the company reserves the right to forfeit the earnest money along with the other Non-refundable charges such as brokerage, commission, any return on Investment and/or any down payment rebate and/or any delay penalty paid/payable by the Company to the Applicant, margin that may have been paid by the Company to the Channel Partner shall also be deducted and refund the balance, if any, to the Applicant and the Applicant shall have no right, claim or interest of whatsoever nature or kind in the Project. The GST or any other statutory levy paid by the Applicant shall not be refunded.
36. That the Applicant accepts and acknowledges that execution of the Conveyance Deed shall only be done after execution of Maintenance Agreement and all the payments due to the Company/ Maintenance Agency, as the case may be, have been fully paid by the Applicant including all maintenance charges applicable from the date of offer of possession of the Commercial Plot along with interest on delayed payments, holding charges, additional levies, by whatever name called and any enhancement in existing levies including increases in EDC and IDC, where applicable.
37. That the Applicant shall be bound to make timely and regular payment of maintenance charges to the company / nominated maintenance agency and also to execute detailed agreement containing terms and conditions for rendering of aforesaid services. The Applicant shall only be entitled to keep his/her allotment subsisting upon regular payment of maintenance charges in their entirety. The Applicant admits and acknowledges that non-payment of maintenance charges or any other dues to the maintenance agency, non-execution of the maintenance agreement within the period stipulated by the company or any other violation of terms of maintenance agreement shall entitle the company to cancel the allotment and terminate the BBA if executed, of the Commercial Plot notwithstanding the fact that no particular breach of terms of allotment contained in BBA has been committed by the Applicant. Upon termination the Company shall be entitled to forfeit the earnest money along with the other Non-refundable charges such as brokerage, commission, any return on Investment and/or any down payment rebate and/or any delay penalty paid/payable by the Company to the Applicant, margin that may have been paid by the Company to the Channel Partner shall also be deducted and thereafter refund the balance amount, if any, without interest or compensation of any nature whatsoever, from the sale proceeds of the resale of Commercial Plot. The GST or any other statutory levy paid by the Applicant shall not be refunded. Upon such termination, the Applicant shall be left with no right, lien or interest over the Commercial Plot, common areas and the parking space in any manner whatsoever.
38. The Applicant specifically understands that upon execution, the terms and conditions, as set out in the BBA shall supersede the terms and conditions as set out in this application.
39. That for all intents and purposes and for the purpose of the terms and conditions set out in this letter, singular includes plural and masculine includes the feminine gender.
40. That in the event of any dispute or difference arising directly or impliedly from this application or concerning the sale of the Commercial Plot and/or enjoyment of any right / facility / easement pertaining to the same, the same shall be subject to jurisdiction of courts at Gurugram alone.
41. That the Applicant agrees that sale, timelines, delivery of possession, completion, occupation of the Commercial Plot is subject to force majeure which inter alia includes delay on account of non-availability of any construction material for development purpose or disturbed water supply or electric power or non-availability of the same or slow down, strike of workers or dispute with an agent involved in Project, suspension of construction/development works by statutory authorities including but not limited to the National Green Tribunal, Pollution Control Board, Environmental Pollution Control Authority, Lockdowns, Pandemics etc., suspension of mining operations for raw materials, civil commotion and unrest, by reason of war or enemy action, earth quake or any act of God. Also in the event of delay in grant of approval /sanction /clearance from concerned statutory body or if non-delivery of

possession is a result of any notice, order, rules or notification of the Government or any other public or Competent Authority or for any reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable extension of time which shall include the corresponding time and reasonable time required for mobilization of resources, of delivery of possession of the said Commercial Plot on account of force majeure circumstances details of which shall be set out in BBA.

42. The Applicant agrees that in case the Company has to put in abeyance/abandon the Project and is unable to deliver the Commercial Plot
- (a) due to any legislation, order, rule or regulation made or issue by the Government or any other authority;
 - (b) if any competent authority refuses, delays, withholds or otherwise denies necessary approvals for the Project or any part thereof for any reason whatsoever;
 - (c) if any matter relating to the Project becomes the subject matter of any suit/writ or any other legal proceedings before any competent court;
 - (d) due to Force Majeure conditions; or
 - (e) any other circumstance beyond the control of the Company, then the Company may cancel the allotment of the Commercial Plot and refund the amounts received from the Applicant without interest or compensation. However, the GST or any other statutory levy paid by the Applicant shall not be refunded
43. The Company shall have the absolute right to make additional constructions on the Land anywhere within the Plotted Commercial Colony including construction of additional floors in the tower in which the Commercial Plot is located, whether on account of increase in Floor Area Ratio (FAR), increase in licensed land area for the Project, addition and/or inclusion of adjacent licensed area/other land, availability of Transferable Development Rights (TDR) as per applicable rules, additional FAR for green features in the building/Project, green rating from an accredited assessment agency or better utilization of the land or for any other reason to the extent permitted by the DTCP or any other Competent/Governmental Authority and shall have the absolute and unfettered right to lease, sell, mortgage or transfer such additional constructed areas in any manner as the Company may in its absolute and sole discretion deem fit. The Applicant further understands that the facilitating such additional construction there may be a change in layout of the Plotted Commercial Colony to which the Applicant shall have no objection. The Company and each of the transferees of such additional constructions shall have the same rights as the Applicant with respect to the Plotted Commercial Colony including the right to be a member of any association of Commercial Plot owners as may be formed under the Haryana Apartment Ownership Act, 1983 (including any amendments/modifications thereof, and the right to undivided and unopposed use of the Common Areas and Facilities of the Plotted Commercial Colony. The Applicant has been made aware by the Company that the Company has been applying/applied for revision of Layout/Building Plans for the said Project before the Competent Authorities. The buyer have No Objection with regard to the resultant increase in the area, Plots, height, numbers of floors, ground coverage, green areas, parking areas, etc. and any other changes as required as per the said revision of layout/building plans in the said Project as well as if any additional Tower is constructed on the Plotted Commercial Colony, due to the same. In addition to the above, the buyer also has no objection with regard to revision of Layout/ Building Plans of the said Project with/without increase in FAR (Floor Area Ratio). The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities being carried on in the Plotted Commercial Colony.
44. Allotment of a Commercial Plot is entirely at the discretion of the Company which retains its right to reject an application without assigning any reason. Further, the Company reserves the right to cancel the allotment of Commercial Plot in case such allotment is obtained through misrepresentation and suppression of material facts by the Applicant and the Company's decision in this regard shall be final and binding upon the Applicant.
45. The Applicant shall be bound to make payment of outstanding amount, and shall deemed to have fully read and understood the above-mentioned terms and conditions and agrees to abide by the same. It is specifically clarified that the terms and conditions given above are of indicative nature with a view to acquaint the Applicant with the terms and conditions to be comprehensively set out in the BBA which shall supersede the terms and conditions set out herein.

Declaration: I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I, We understand that the terms and conditions given are binding upon me/us and are also indicative of the terms and conditions of the BBA which shall be comprehensively elucidated and delineated therein. I/We am/are fully conscious that it is not obligatory on the part of the Company to send any reminder/notice in respect of my obligations as set out in this application and as may be mentioned in the BBA and I/we shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein or as may be contained in the BBA. The Company has readily provided all explanations and clarifications to me as sought by me and after giving careful consideration to all facts, terms and condition; I/We have now signed this Application Form and paid the booking amount fully aware and conscious of my duties, liabilities and obligations. I/We further undertake and assure the Company that in the event of rejection of the application and/or cancellation of my booking or allotment, I shall have no right, interest or lien on the Commercial Plot, applied for and/finally allotted to me/us in any manner whatsoever.

Date _____

Place _____

Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

19
PAYMENT PLAN

CONSTRUCTION LINK PAYMENT PLAN (CLP)		
1	On Application of Booking	Booking Amount
2	On Allotment (After Deducting The Booking Amount)	10%
3	Agreement wirthin 30 Day	10%
4	On Completion of Foundation & Basement	10%
5	On Completion of 1 st Floor Slab	10%
6	On Completion of 2 nd Floor Slab	10%
7	On Completion of 3 rd Floor Slab	10%
8	On Completion of 4 th Floor Slab	10%
9	On Completion of Super Structure & Start of Finishing Work	10%
10	On Completion of Finishing Work	5%
11	On Offer Of Possession	5%

*Charges for IFMS, Stamp duty, Registration charges, Administrative charges, Legal charges, other charges, Possession charges as applicable will be charged extra.

*GST and other taxes shall be payable extra as applicable. Terms & Conditions are subject to change.

The offer of possession of the above said Commercial Plot shall be given by the company. The offer of possession is not dependent upon grant of occupation certification and/or completion certificate.

Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

FOR OFFICE USE ONLY

Booking through:

RERA Registration No. of Business Associate (if any):

17 of 2024

Address:

Office:607-608, The Palm Spring Plaza, Golf Road,
Sector-54, Gurgaon, Haryana-122003

Pin Code:

122003

PAN(Copy Enclosed):

AANCA9845R

Phone:

+91 9888-888-400

Mobile:

+91 8437-444-444

Email:

crm@addressgroup.in

For M/s Address Infrastructures Private Limited

Authorised Signatory

Date: _____

Witness: _____

Signature(s): _____

1st Applicant

2nd Applicant

3rd Applicant

Subject: **No Objection for revision of Layout/Building** Plans for the Commercial Plotted Colony “3X CROSSING” situated in Revenue Estate of Chauma, Tehsil Gurugram, District Gurugram, Haryana vide Licence No 95 of 2021

Dear Sir/Madam,

This is with reference to the above mentioned Project. I/we am/are allottee of Plot No. _____ admeasuring approx. _____ Sq. yds. _____ Sq. mtr. in the above mentioned Project being developed by the Company.

I/We agree that the Company shall have the absolute right to make additional constructions on the Land anywhere within the Plotted Commercial Colony including construction of additional floors within the Plotted Commercial Colony for reasons deemed fit by it which may include but shall not be confined to increase in Floor Area Ratio (FAR), increase in licensed land area for the Project, addition of adjacent licensed/fresh/additionally licensed area/other land, availability of Transferable Development Rights (TDR) as per applicable rules, additional FAR for green features in the building/Project, green rating from an accredited assessment agency for better utilization of the land or for any other reason to the extent permitted by the DTCP or any other Competent/statutory Authority.

I/We further agree that the Company shall have the absolute and unfettered right to lease, sell, mortgage or transfer such additionally constructed areas in any manner as the Company may in its absolute and sole discretion deem fit. I/We understand that in facilitating such additional construction there may be a change in layout of the Plotted Commercial Colony to which I/we shall have no objection at all. The Company and each of the transferees of such additional constructions shall have the same rights as me/us with respect to the Plotted Commercial Colony including the right to be a member of any association of Commercial Plot owners as may be formed under the Haryana Apartment Ownership Act, 1983 (including any amendments/modifications thereof, and the unhindered and unobstructed right to use the undivided/ Common Areas and Facilities of the Plotted Commercial Colony. I/ We had been specifically made aware by the Company during the negotiations for purchase that the Company shall in future apply for revision of Layout/Building Plans for the said Project before the Competent Authorities. I/we, in future, shall have No Objection with regard to the resultant increase/decrease in the area, Plots, height, number of floors, ground coverage, green areas, parking areas, etc. and any other changes as required as per the said revision of layout/building plans in the said Project as well as if any additional Tower is constructed on this Project named “**3X CROSSING**”, due to the same.

In addition to the above, I/We shall also have no objection with regard to revision of Layout/Building Plans of the said Project with/without increase in FAR (Floor Area Ratio).

I/we shall further have no objection incase the Developer applies for a new license and merges the same with current project and I/we shall further have no objection to the combined zoning. I/we are aware that the Developer has applied for multiplex in the aforesaid project and I shall have no objection incase the multiplex is omitted from the present project.

I/We further undertake that in case the Developer calls upon me/us to furnish any other consent letter/NOC for the purpose, I/we shall forthwith do so as required by the Company.

I/we specifically confirm that the Developer shall not be under any obligation to seek any subsequent letter/No Objection Certificate/Written or oral confirmation for revision of layout/building plans in the said Project and construction/development/implementation of the Project in terms thereof. I undertake not to raise any objection to the proposed revision of layout/building plans of the said Project and subsequent construction/development/ implementation of the Project in accordance with the same.

Thanking you,

Yours faithfully,

Signature _____

Name of the Allottee/s _____

Subject: Unconditional Consent for Lease of my Commercial Plot in Project named "3X CROSSING" situated in Revenue Estate of Chauma, Tehsil Gurugram, District Gurugram, Haryana.

Dear Sir/Madam,

I/we am/are allottee(s) of Plot No _____ admeasuring approx. _____ Sq. yds . _____Sq. mtr. in the above mentioned Project being developed by the Company.

1. I/we are fully aware that to attract maximum foot fall and for the success of the aforesaid project it is extremely crucial that appropriate, well thought of and commercially viable mix of retailers and commodities is maintained in the Project. The same can only be done if the first/exclusive right to lease all spaces in the project is retained by the Company. Accordingly, I/we unconditionally and irrevocably agree and confirm that the Company would have the exclusive and absolute right to lease out the said Commercial Plot on my/our behalf.
2. I/we agree that the Company would have the exclusive rights to lease out the Commercial Plot only till the date of issuance of Occupation Certificate by Directorate of Town and Country Planning, Haryana, Chandigarh. It is further hereby expressly agreed by me/us that the Company's right to lease out the Commercial Plot on Applicant's behalf shall lapse automatically on the date of issuance of Occupation Certificate if a binding LOI/Term Sheet/MOU/Lease Deed or any such agreement is not executed for the Commercial Plot till that time.
3. That the Company at its absolute discretion shall be entitled to settle all terms of letter of intent/term sheet agreement or deed of lease including but not confined to quantum of rent/revenue share, advance rent (if any), security deposit, maintenance charges, fit out cost, period of lease, duration of fit out period and lock-in period, consequences for violation of terms of lease, payment of GST, property tax, incurring/sharing cost of registration, brokerage costs, cost of fit out/interiors and modalities of incurring of the same etc. The Company shall be entitled to negotiate and finalize lease arrangement in respect of large areas by clubbing the commercial Plot booked for purchase by me/us with other commercial areas in the project allotted to/owned by other parties. I/we shall unconditionally accept the terms and conditions of LOI/Lease arrangement/Rent/Revenue Share which may be finalized by the Company on my/our behalf. The quantum of rent shall not be the only consideration for identification and finalization of prospective tenant by the Company.
4. The Company, on best efforts basis, will strive for attractive lease terms for me/us.
5. The Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . would be executed by the Applicant or the Company at the Company's discretion. The Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . would be forthwith executed/registered by me/us at the behest and instance of the Company and in case the Company deems the same to be appropriate In case the lease terms of the Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . are not acceptable to me/us, the Company shall have the right to change the Commercial Plot allotted to me/us to another commercial Plot of comparable Super Area on best effort basis only and I/we shall unconditionally accept the revised allotment with its resultant commercial implications.
6. In case the alternative Commercial Plot is not available or is not acceptable to me/us and further I/we are disinclined to accept the terms of lease finalized by the Company, in that event the Company at its absolute discretion shall be entitled to cancel the allotment/BBA and to refund the amount paid by me/us after forfeiting Non-refundable charges such as statutory charges paid by the Company brokerage, commission and/ or any delay penalty paid/payable by the Company to me/us and also the margin that may have been paid by the Company to the Channel Partner. The GST or any other statutory levy/cess/charges paid by me/us shall not be refunded. Only in such event the earnest money shall not be forfeited while calculating the refund amount only in this eventuality. The refund shall be paid to me/us by the Company only when the amount is received by the Company from sale of the Commercial Plot in favour of another third party.
7. The cancellation of allotment/BBA for reasons stated above would be at the sole discretion of the Company and after cancellation

of the same, the Company would have no right, claim, lien etc. on the Commercial Plot and the Company shall at its absolute discretion be entitled to use, utilize, lease, alienate and deal with the Commercial Plot in any manner deemed fit by it without any hindrance or obstruction on my/our part.

8. That in case the Commercial Plot is intended to be leased out to any third party as a fully fitted space (as a furnished area), the terms thereof including expenditure to be incurred in undertaking interior/fit out shall be determined by the Company and I/we shall be bound to pay the same in addition to the sale consideration settled herein for the Commercial Plot within the timeframe provided by the Company. In case I/we are unable to make payment of the fit out/interior work cost, the Company shall provide to me/us an alternative Commercial Plot as contemplated hereinabove and in the event of non-acceptance/non availability of the same, cancel the allotment of the Commercial Plot/BBA. It is further agreed between the parties hereto that in case me/us cannot pay the enhanced consideration, the Company at its absolute discretion shall be entitled to cancel the allotment of the Commercial Plot/BBA on the same terms and conditions as mentioned hereinabove and to lease, sell, transfer, use, utilize, deal with and assign the Commercial Plot to any new buyer without any prejudice or claim to be staked by me/us.
9. The Company shall be entitled to settle the terms of lease at its absolute discretion so long as the Company is satisfied that induction of a particular brand/vendor/entity etc. as lessee shall be conducive to the commercial success of the Commercial Plotted Colony. I/we shall not withhold its consent to lease and shall be duty bound to sign the Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . .
10. In case I/we exhibit reluctance to issue my/our consent or to sign the Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . then the company will be entitled to grant the consent and execute the Letter of Intent (LOI)/Term Sheet/MOU/lease agreement/Lease Deed/other documents of lease e t c . on its own which shall be binding upon me/us with full force and effect. This clause other terms thereof shall be sufficient authorization on my/our behalf, in this regard.
11. I/we shall fully co-operate with the Company in its endeavor to lease the Commercial Plot along with construction existing thereupon. I/we shall not create any hindrance or obstruction in creation of lease over the Commercial Plot.
12. The execution and submission of this allotment letter and the clauses/covenants incorporated therein shall not create any responsibility, obligation or liability upon the Company to compulsorily lease the Commercial Plot. I/we are aware that it shall be the entitlement and discretion of the Company to lease the Commercial Plot on best effort basis on such terms and conditions as are deemed appropriate by the Company. I/we shall not be entitled to assert any claim of any nature against the Company in case no prospective tenant for the property booked for purchase by me/us is located by the Company.

Thanking you

Signature _____

Name of the Allottee/s _____