

INDEPENDENT FLOORS

AT DLF CITY PHASE III, GURUGRAM

APPLICATION FORM

**Application for allotment of an Independent Residential Floor located at
Plot Number _____ in DLF City Phase III, Sector 24, Gurugram (Haryana)**

**HARERA Registration No. RC/REP/HARERA/GGM/521/253/2021/89
dated 20.12.2021 | <https://haryanarera.gov.in>**

DLF Builders & Developers Pvt. Ltd.,

Registered Office:

Premises No. 221, 2nd Floor, Shopping Mall,
Arjun Marg, DLF City, Phase I,
Gurugram 122002,
Haryana

Dear Sir/Madam,

1. The **Applicant(s)** understands that **DLF Builders & Developers Pvt. Ltd** (“**Promoter**”) is the absolute and lawful owner of plot bearing no. _____ measuring _____ sq. meters (_____ sq. yds.) (hereinafter referred to as the “**Said Land**”) in DLF City, Phase III, a residential plotted colony in Sector 24, District Gurugram, Haryana (location plan attached as **Annexure-IV-A**).

The **Promoter** is constructing on the **Said Land** a project comprising of four independent floors, along with basement, stilt parkings and common areas and facilities as given in **Annexure-I** and the same shall be known as Independent Floor on ' _____ Plot No. _____ Independent Floor at DLF City Phase III, Gurugram' (“**Project**”). The floor plans of the **Project** are attached as **Annexure-IV**.

2. The **Applicant(s)** fully acknowledges that the **Promoter** has provided all the information and clarifications as required by the **Applicant(s)** and the **Applicant(s)** is fully satisfied with the same. The **Applicant(s)** has fully acquainted himself with all the particulars of the **Project** as has been provided by **Promoter** on the official website of the Authority established as per the provisions of the Act and Rules and is subject to mutually agreed variations thereto. The **Applicant(s)** has also satisfied himself/herself in respect of the sanctions and building plan approvals based on which the **Project** is being constructed. Thereafter, the **Applicant(s)** has applied for allotment of an independent floor in the **Project** and has requested the **Promoter** to allot the **Said Independent Floor** (detailed in clause 2 of the terms and conditions given below) for residential use.
3. The **Applicant(s)** state(s) and confirm(s) that the **Promoter** has made the **Applicant(s)** aware of the availability of the **Agreement for Sale** (“**Agreement**”) on the official website www.dlfcityphase3-floors.dlf.in and at the registered office of the **Promoter**. The **Applicant(s)** confirms that he/she has read and perused the **Agreement** containing the detailed terms and conditions and the **Applicant(s)** is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

4. The **Applicant(s)** hereby confirms that he is signing this **Application** with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana in relation to the **Project**. No oral or written representations or statements shall be considered to be a part of this **Application** and that this **Application** is self-contained and complete in itself in all respects.
5. The **Applicant(s)** has clearly understood that by submitting this **Application**, the **Applicant** does not become entitled to the final allotment of the **Said Independent Floor** in the **Project** notwithstanding the fact that the **Promoter** may have issued a receipt in acknowledgement of the money tendered with this **Application** by the **Applicant(s)**.
6. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Independent Floor** alongwith parking spaces in the **Project** as per the Promoter's.

Down Payment Plan **Installment Payment Plan**

7. The **Applicant(s)** encloses herewith a sum of Rs. _____/- (Rupees _____ only) by Bank Draft/Cheque No. _____ dated _____ drawn in favour of the **Promoter** payable at _____ or through Electronic Transfer in account no. _____, maintained with _____ Bank, in _____ Branch, bearing IFSC Code _____, towards part payment of the **Booking Amount** (as defined hereinafter). The **Applicant(s)** agrees that the aforesaid payment which forms a part of the **Booking Amount** shall be adjusted as part payment towards the **Total Price** (as defined below), of the **Said Independent Floor** along with parking spaces.
8. The **Applicant(s)** agrees that if the **Promoter** allots the **Said Independent Floor** alongwith parking spaces, then the **Applicant(s)** agrees to pay the **Total Price** (hereinafter defined) of the **Said Independent Floor** as per the **Payment Plan** annexed hereto as **Annexure-III**.
9. That the **Applicant(s)** understand that by just forwarding the **Agreement** to the **Applicant(s)** by the **Promoter**, does not create a binding obligation on the part of the **Promoter** or the **Applicant(s)** until, firstly, the **Applicant(s)** signs and delivers the **Agreement** with all the schedules along with the payments due as stipulated in the **Payment Plan** within 30 (thirty) days from the date of receipt by the **Applicant(s)**. Secondly, the **Applicant(s)** and the **Promoter** have an obligation to execute and register the said Agreement as per the provision of the relevant Act. If the **Applicant(s)** fails to execute and deliver to the **Promoter** the **Agreement** within 30 (thirty) days from the date of its receipt by the **Applicant(s)** and further execute the said **Agreement** and register the said **Agreement** before the Sub-Registrar, as per intimation by the **Promoter**, then the Promoter shall serve a notice to the **Applicant(s)** for rectifying the default, which if not

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

rectified within sixty (60) days from the date of its receipt by the **Applicant(s)**, the application/allotment of the Applicant shall be treated as cancelled and all sums deposited by the **Applicant(s)** in connection therewith including the **Booking Amount** shall be returned to the **Applicant(s)** without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the **Applicant(s)** to get the **Agreement** executed, the **Applicant(s)** does not come forward or is incapable of executing the same, then in such a case the **Promoter** has an option to forfeit the **Booking Amount**.

10. Notwithstanding anything contained in this **Application**, the **Applicant(s)** understands that this **Application** will be considered as valid and proper only on realization of the amount tendered with this **Application**.
11. The **Applicant(s)** agrees to abide by the terms and conditions annexed hereto in this Application, including those relating to payment of **Total Price** as per the payment plan, any increase in government taxes / dues, and forfeiture of **Booking Amount** as laid down herein and/or in the **Agreement**.

1. SOLE OR FIRST APPLICANT(S)

Title Mr. Ms. M/s.

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____

Income Tax Permanent Account No. _____

Ward / Circle / Special Range / Place, where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____



X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

2. JOINT/SECOND APPLICANT(S)

Title Mr. Ms. M/s.

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____



Income Tax Permanent Account No. _____

Ward / Circle / Special Range / Place, where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

3. THIRD APPLICANT(S)

Title Mr. Ms. M/s.

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____



Income Tax Permanent Account No. _____

Ward / Circle / Special Range / Place, where assessed to income tax _____

Mailing Address _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

OR

M/s. _____ CIN No. _____

Reg. Office/Corporate Office _____

Authorized Signatory _____

Board Resolution dated/Power of Attorney _____

PAN No./TIN No. _____

Tel No. _____ Mobile No. _____ E-mail ID: _____

Fax No. _____ (attached certified true copy of the Board Resolution/Power of Attorney)

4. DETAILS OF SAID INDEPENDENT FLOOR AND ITS PRICING

Plot No. _____ Block _____ Independent Floor No. _____ Type _____ Parking Nos. _____ In Basement _____ Store No. _____ Staff Room No. _____	Rate of Said Independent Floor per square feet _____
Unit Price (in rupees)	
Applicable taxes and cesses payable by the Applicant(s) . (This includes GST payable at rates as specified from time to time, which at present is 5%):	
Total Price (in rupees)	

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Carpet Area: _____ sqm. (_____ sq. ft.) i.e.
_____ sqm. (_____ sq. ft.) of carpet area on _____ floor
and _____ sqm. (_____ sq. ft.) of carpet area in Basement.

Balcony Area _____ sqm. (_____ sq. ft.)

Basement Area _____ sqm. (_____ sq. ft.)

NOTE:- The **Promoter** has taken the conversion factor of 10.764 sq.ft. per sqm. for the purpose of this **Application** (1 feet = 304.8 mm)

5. DECLARATION

The **Applicant(s)** hereby declares that the above particulars / information given by the **Applicant(s)** are true and correct and nothing has been concealed therefrom.

Yours faithfully,

Date: _____

Place: _____

Signature of Applicant(s)

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

-----**FOR OFFICE USE ONLY**-----

RECEIVING/OFFICER

Name _____

Signature _____

Date _____

1. **ACCEPTED** / **REJECTED**

2. **Independent Floor No.** _____ **Plot No.** _____ **Floor** _____

Carpet Area _____ sqm. [_____ sq. ft.] ie.

sqm. (_____ sq. ft.) on _____ floor and _____ sq. mts.

(_____ sq. ft.) in the Basement.

Parking Space Nos. (1) _____ (2) _____ Type: Covered (stilts).

Total Price payable for the **Said Independent Floor** alongwith parking: Rs. _____ /-
(Rupees _____ onl

3. **PAYMENT PLAN:** Down Payment/ Installment Payment Plan

4. Payment received vide Cheque/DD/Pay Order No. _____
dated _____ for Rs. _____
Out of NRE/NRO/FC/SB/CUR/CA Acct _____

5. **Booking Receipt No.** _____ Dated _____

6. **BOOKING DIRECT**/Real Estate Agent

Name _____,

Address _____

_____ ,

Registration no. _____,

Stamp with Signature _____

7. Check-list for Receiving Officer:

(a) Amount paid along with Application.

(b) Applicant's signature on all pages of the **Application** form at places marked as "X".

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

- (c) PAN No. & copy of PAN Card/Form60/Form 49A.
- (d) Aadhar No. & Copy of Aadhar Card.
- (e) For Companies: Certified copies of Memorandum & Articles of Association and board resolution in support of the authorized signatory under common seal of the company.
- (f) For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the **Applicant(s)** / NRE/ FCNR A/c of the **Applicant(s)** / IPI-7/ Passport Photocopy.
- (g) For NRI: Copy of Passport/Foreign Inward Remittance from the account of the **Applicant(s)** /NRE/NROA/of the **Applicant(s)**.
- (h) For Partnership Firm: Partnership Deed and authorization to purchase.

DATE _____

Place _____

Cleared by stock on _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN INDEPENDENT RESIDENTIAL FLOOR ON PLOT NUMBER _____ IN DLF CITY PHASE III, SECTOR- 24, GURUGRAM (HARYANA).

The terms and conditions given below are more comprehensively set out in the **Agreement** which upon execution shall supersede this **Application**. The **Applicant(s)** shall sign all the pages of this **Application** as token of his/her acceptance of these terms and conditions.

DEFINITIONS:

For the purpose of this **Application**, unless the context otherwise requires-

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **“Booking Amount”** means 10% of the **Total Price** which shall also be the earnest money for the **Said Independent Floor** and has been more clearly set out in the **Payment Plan, (Annexure-C)**;
- (c) **“Government”** means the Government of the State of Haryana;
- (d) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;
- (e) **“Section”** means a section of the Act.

1. The **Applicant(s)** has applied for allotment of the **Said Independent Floor** for residential usage alongwith parking and is fully aware of the rights and obligations of the **Promoter** in relation to and in connection with the development of the **Said Independent Floor** and has also satisfied himself about the arrangement / title /interest / rights of the **Promoter** in the **Said Land** and has understood all responsibilities and / or obligations of the Promoter in respect thereof. The **Applicant(s)** confirms that the **Promoter** has provided an opportunity and that the Applicant(s) has examined and conducted due diligence of all the documents relating to the **Said Land**. The **Promoter** has answered the **Applicant(s)** queries and on being satisfied, the **Applicant(s)** confirms that no further investigation in this regard is required by the **Applicant(s)**.
2. The **Total Price** for the **Said Independent Floor** along with parking, based on the **Carpet Area** is Rs._____/ - (Rupees _____ only) (**“Total Price”**):

Plot No. _____ Block _____ Independent Floor No. _____ Type _____ Parking Nos. _____ In Basement _____ Store No. _____ Staff Room No. _____	Rate of Said Independent Floor per square feet
Unit Price (in rupees)	
Applicable taxes and cesses payable by the Applicant(s) . (This includes GST payable at rates as specified from time to time, which at present is 5%):	
Total Price (in rupees)	

X _____
 Sole/First Applicant

X _____
 Second Applicant

X _____
 Third Applicant

Explanation:

- (i) The **Total Price** as mentioned above includes the **Booking Amount** paid by the **Applicant(s)** to the **Promoter** towards the **Said Independent Floor** for residential usage along with parking. It is hereby clarified that the amount paid by the **Applicant(s)** at the time of **Application**, forms part of the **Booking Amount**. It is further clarified that the **Booking Amount** is payable in more than one instalment for the convenience of the **Applicant(s)** and the same shall be treated as earnest money for due performance of the obligations of the **Applicant(s)** under this **Application** and the **Agreement**.
- (ii) The **Total Price** as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the **Project** paid/payable by the **Promoter** up to the date of handing over the possession of the **Said Independent Floor** along with parking to the **Applicant(s)** after obtaining the necessary approvals from 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 **Applicant(s)** to the **Promoter** 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 **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the said **Project** by the Authority, as per the Act, the same shall not be charged from the **Applicant(s)**.

- (iii) The **Promoter** shall periodically intimate in writing to the **Applicant(s)**, the amount payable as stated in (i) above and the **Applicant(s)** shall make payment demanded by the **Promoter** within the time and in the manner specified therein. In addition, the **Promoter** shall provide to the **Applicant(s)** the details of the taxes/ charges/ fees/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ charges/ fees/ levies etc. have been imposed or become effective;
- (iv) The **Total Price** of **Said Independent Floor** along with parking includes recovery of price of land, development and construction of not only the **Said Independent Floor** but also the **Common Areas**, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the independent floor, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors and windows, maintenance charges etc. and includes cost of other facilities, amenities and specifications to be provided within the **Said Independent Floor** along with parking in the **Project**. The proposed specifications for the Said Independent Floor are given in detail in **Annexure-II**.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

3. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Annexure-III (“Payment Plan”)**. The **Promoter** shall periodically intimate in writing to the **Applicant(s)**, the amount payable as stated in the **Payment Plan** and the **Applicant(s)** shall make payment demanded by the **Promoter** within the time and in the manner specified therein.

4. The **Total Price** is escalation-free, save and except increases which the **Applicant(s)** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **Promoter** undertakes and agrees that while raising a demand on the **Applicant(s)** for increase in development charges / cost / charges / fees / levies, etc., imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the **Applicant(s)**, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the **Project** by the Authority, as per the Act, the same shall not be charged from the **Applicant(s)**.

5. Subject to Para 19, the **Promoter** agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Independent Floor** for residential usage along with parking as mentioned below:
 - (i) The **Applicant(s)** shall have exclusive ownership of the **Said Independent Floor** for residential usage along with exclusive right to use parking.
 - (ii) The **Applicant(s)** shall also have rights in the common areas, as provided under Rule 2(1)(f) of Rules, 2017. The applicant(s) shall use the common areas along with other occupants etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017;
 - (iii) The **Applicant(s)** has the right to visit the project site to assess the extent of development of the **Project** and his **Said Independent Floor** for residential usage.

6. **Schedule for possession of the Said Independent Floor**

Timely delivery of possession of the **Said Independent Floor** along with parking to the **Applicant(s)** and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the **Agreement**.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

7. Schedule for possession of the Said Independent Floor

The **Promoter** assures to offer to hand over possession of the **Said Independent Floor** along with parking as per agreed terms and conditions by 14.02.2025, unless there is delay due to “*force majeure*”, Court orders, Government policy/guidelines, decisions effecting the regular development of the **Project**. If, the completion of the **Project** is delayed due to the above conditions, then the **Applicant(s)** agrees that the **Promoter** shall be entitled to the extension of time for delivery of possession of the **Said Independent Floor**.

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the **Promoter** to implement the **Project** due to force majeure and above mentioned conditions, then the allotment shall stand terminated and the **Promoter** shall refund to the **Applicant(s)** the entire amount received by the **Promoter** from the **Applicant** within ninety days. The **Promoter** shall intimate the **Applicant** about such termination at least thirty days prior to such termination. After refund of the money paid by the **Applicant(s)**, the **Applicant(s)** agrees that he/ she shall not have any rights, claims etc. against the **Promoter** and that the Promoter shall be released and discharged from all its obligations and liabilities under the allotment / **Agreement**.

8. Procedure for taking possession of Said Independent Floor

The **Promoter**, upon obtaining the occupation certificate or part thereof of the Building, shall offer in writing the possession of **Said Independent Floor** for residential usage within three months, from the date of above approval, to the **Applicant(s)** as per terms of the **Agreement**.

The **Promoter** agrees and undertakes to indemnify the **Applicant(s)** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Promoter**. The **Promoter** shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the **Project** at the time of conveyance of the same. The **Applicant(s)**, after taking possession, agrees to pay the maintenance charges and holding charges (as mentioned in **Annexure-III**) as determined by the **Promoter**/association of allottees/competent authority, as the case may be.

9. Failure of Applicant(s) to take Possession of Said Independent Floor

Upon receiving a written intimation from the **Promoter** as per Para 8, the **Applicant(s)** shall take possession of the **Said Independent Floor** for residential usage from the **Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in the **Agreement**, and the **Promoter** shall give possession of the **Said Independent Floor** for residential usage to the **Applicant** as per terms and conditions of the **Agreement**.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

In case the **Applicant(s)** fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in Para 8, such **Applicant(s)** shall continue to be liable to pay maintenance charges and holding charges as specified in Para 8.

10. Possession by the Applicant(s)

After obtaining the occupation certificate/part occupation certificate of the Building in respect of the **Project** and handing over the physical possession of the **Said Independent Floor** alongwith parking to the **Applicant(s)**, it shall be the responsibility of the **Promoter** to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

11. Cancellation by Applicant(s)

The **Applicant(s)** shall have the right to cancel/withdraw his allotment in the **Project** as provided in the Act:

Provided that where the **Applicant(s)** proposes to cancel/withdraw from the **Project** without any fault of the **Promoter**, the **Promoter** herein is entitled to forfeit the **Booking Amount** paid for the allotment and interest component on delayed payment (payable by the customer for breach of **Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the **Applicant(s)** shall be returned by the **Promoter** to the Applicant(s) within 90 (ninety) days of such cancellation.

12. Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation:

The **Promoter** shall compensate the **Applicant(s)** in case of any loss caused to him due to defective title of the **Said Land**, on which the **Project** is being developed or has been developed, in the manner as provided under the **Act** and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a force majeure, Court order, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Independent Floor** for residential usage along with parking.

(i) in accordance with the terms of the **Agreement**, duly completed by the date specified in Para 7; or

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the **Promoter** shall be liable, on demand to the **Applicant(s)**, in case the **Applicant(s)** wishes to withdraw from the **Project**, without prejudice to any other remedy available, to return the total amount received by him in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the **Applicant(s)** does not intend to withdraw from the **Project**, the **Promoter** shall pay the **Applicant(s)** interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the **Said Independent Floor** for residential usage, which shall be paid by the **Promoter** to the **Applicant(s)** within ninety (90) days of it becoming due.

In case obligation is not complied with by the **Promoter**:

- (i) the authority shall order to return the total amount received by the **Promoter** in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the Rules in case the **Applicant(s)** wishes to withdraw from the **Project**.
- (ii) in case **Applicant(s)** claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- (iii) if the **Applicant(s)** does not intend to withdraw from the **Project** the authority shall order the **Promoter** to pay the **Applicant(s)** interest at the rate prescribed in the Rules for every month of delay till the offer of the possession of the **Said Independent Floor** for residential usage.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16.

13. The **Promoter** shall be responsible to provide and maintain essential services in the **Project** till the taking over of the maintenance of the **Project** by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof of the Project, as the case may be.

In case, the **Applicant(s)**/association of allottees fails to take possession of the said essential services as envisaged in the **Agreement** or prevalent laws governing the same, then in such a case, the **Promoter** has right to recover such amount as spent on maintaining such essential services beyond his scope.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

14. The **Applicant(s)**, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules & Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the **Promoter** with such permission, approvals which would enable the **Promoter** to fulfil its obligations under this Application. Any refund, transfer of security, if provided in terms of the **Application** shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules & Regulations of the Reserve Bank of India or any other applicable law. The **Applicant(s)** understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The **Promoter** accepts no responsibility in regard to matters specified in Para 14 above. The **Applicant(s)** shall keep the **Promoter** fully indemnified and harmless in this regard.

Whenever there is any change in the residential status of the **Applicant** subsequent to the submitting this **Application** Form, it shall be the sole responsibility of the **Applicant(s)** to intimate the same in writing to the **Promoter** immediately and comply with necessary formalities, as specified and under the applicable laws. The **Promoter** shall not be responsible towards any third party making payment/ remittances on behalf of any **Applicant(s)** and such third party shall not have any right in the application/ allotment of the **Said Independent Floor** for residential usage along with parking applied for herein in any way and the **Promoter** shall be issuing the payment receipts in favour of the Applicant(s) only.

15. The **Applicant(s)** may with the permission from the **Promoter** raise and/ or avail loan from banks and other housing finance companies for purpose of raising finance towards the purchase of the **Said Independent Floor**. Any delay on account of raising and/ or availing loan from banks and other housing finance companies shall not absolve the **Applicant(s)** from making timely payment of the **Total Price** or any part thereof.

It is specifically clarified by the **Promoter** that the **Application** / allotment is not assignable and the **Applicant(s)** has no right whatsoever to assign, transfer, nominate or convey the **Said Independent Floor** in any manner without prior written consent of the **Promoter** which consent may be given or may be denied by the **Promoter** in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the Government in force and shall be subject to the terms, conditions and charges as the **Promoter** may impose from time to time in this regard. The **Applicant(s)** shall be solely responsible and liable for all legal, monetary or any consequences that may arise from such nominations, if so permitted by the Promoter. In the event of refusal or denial by the Promoter for giving permission to the Applicant(s) for assignment, transfer,

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Sole/First Applicant

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Second Applicant

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Third Applicant

conveyance or nominations of the Said Independent Floor, the Applicant(s) has assured the Promoter and has undertaken not to raise any dispute or claim in any manner at any time.

16. In case of joint **Applicant(s)**, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the **Applicant(s)** and no separate communication shall be necessary to the other named **Applicant(s)**.
17. The **Applicant(s)** shall inform the **Promoter** in writing of any change in the mailing address mentioned failing which all demands, notices etc. by the **Promoter** shall be mailed to the address given in the **Application** and shall be deemed to have been received by the **Applicant(s)**.
18. The **Applicant(s)** shall indemnify and keep the **Promoter**, its directors, agents, representatives, employees, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants or said conditions by the **Applicant(s)** as mentioned in the **Application** and **Agreement**.
19. The **Applicant(s)** shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) In case the **Applicant(s)** fails to make payment of any instalment due as per the **Payment Plan** annexed hereto as **Annexure-III**, the **Applicant** shall be liable to pay interest to the **Promoter** on the unpaid amount from the due date of such instalment at the rate prescribed in the Rules;
 - (ii) In case the default by **Applicant(s)** under the condition listed above continues for a period beyond ninety (90) days after notice from the **Promoter** in this regard, the **Promoter** may cancel the allotment of the **Said Independent Floor** for residential usage along with parking in favour of the Applicant and refund the money paid to him by the Applicant(s), by forfeiting the **Booking Amount** paid for the allotment and interest component on delayed payment (paid / payable by the **Applicant** for breach of **Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India's highest marginal cost of lending rate plus two percent (2%). The balance amount of money paid by the Applicant(s) shall be returned by the **Promoter** to the **Applicant(s)** within ninety (90) days of such cancellation. On such default, the **Agreement** and any liability of the **Promoter** arising out of the same shall thereupon, stand terminated. Provided that the **Promoter** shall intimate the Applicant about such termination at least thirty days prior to such termination.

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Sole/First Applicant

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Second Applicant

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Third Applicant

- 20. The **Applicant(s)** understands that the final allotment of the **Said Independent Floor** is entirely at the discretion of the **Promoter**.
- 21. The **Applicant(s)** agrees and understands that terms and conditions of this **Application** and those of the **Agreement** may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the **Applicant(s)** and the **Promoter**.
- 22. The rights and obligations of the Parties under or arising out of this **Application** Form shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

The **Applicant(s)** have fully read and understood the terms and conditions and agree to abide by the same. The **Applicant(s)** understand that the terms and conditions given above are of indicative nature with a view to acquaint the **Applicant(s)** with the terms and conditions as shall be comprehensively set out in the **Agreement**, which shall supersede the terms and conditions, to the extent of conflict or inconsistency, set out in this **Application**. **Applicant(s)** are fully aware that it is not incumbent upon the **Promoter** to send out notices/reminders in respect of my/our obligations set out in this **Application** and the **Applicant(s)** shall be liable for any default committed in abiding by the terms and conditions.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

****Note: All factual details and blanks shall be filled at the time of finalization.***

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Sole/First Applicant

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Second Applicant

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Third Applicant

**ANNEXURE – I
COMMON AREAS & FACILITIES**

List of common areas and facilities for use of the **Applicant(s)** within the Building on the said Plot

1. Staircase and mumty
2. Lift Lobbies, lift and lift shaft
3. Lift machine room (if any)
4. Electrical room, guard room (if any)
5. Toilet on ground floor (if any)
6. Terrace and services on terrace
7. Open area on front side and rear side of the building,
8. Driveway and stilt area except parking bays.
9. Services at Stilt / ground level
10. Services at basement (if any)
11. Common Corridor in Basement (if any)
12. Terrace Gardens

It is specifically made clear by the **Promoter** and agreed by the **Applicant(s)** that this **Agreement** is limited and confined in its scope only to the **Said Independent Floor**, amenities and facilities as described of this schedule in the Footprint of the **Said Independent Floor**. It is understood and confirmed by the **Applicant(s)** that all other land(s), areas, facilities and amenities outside the periphery / boundary of the **Said Independent Floor** or anywhere in DLF City are specifically excluded from the scope of this **Agreement** and the **Applicant(s)** agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this **Agreement** for calculating the sale price and therefore, the **Applicant(s)** has/have not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.

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Sole/First Applicant

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Second Applicant

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Third Applicant

ANNEXURE – II

Proposed Specifications

PART A – INSIDE THE INDEPENDENT FLOOR

Living / Dining / Lobby / Passage

Floor	Marble
Walls	Acrylic Emulsion / OBD
Ceiling	Acrylic Emulsion / OBD & False ceiling with cove lighting in select areas

Bedrooms

Floor	Laminated Wooden Flooring
Walls	Acrylic Emulsion / OBD
Ceiling	Acrylic Emulsion / OBD & False ceiling with cove lighting in select areas
Wardrobes	Modular wardrobes of standard make

Kitchen

Walls	Tiles up-to 2' above counter & Acrylic Emulsion paint in balance area
Floor	Anti-skid Tiles / Marble / Granite
Ceiling	Acrylic Emulsion / OBD
Counter	Granite / Marble / Synthetic Stone
Fittings / Fixtures	CP fittings, SS Sink, Exhaust fan
Kitchen Appliances	Modular Kitchen with Hob, Chimney, Oven, Microwave, Dishwasher, Refrigerator, Washing Machine (at balcony) of reputed make

Balcony

Floor	Tiles / IPS
Ceiling	Acrylic Emulsion / OBD

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Sole/First Applicant

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Second Applicant

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Third Applicant

ANNEXURE – II

Toilets

Walls	Combination of Tiles / Acrylic Emulsion Paint/Mirror
Floors	Marble / Granite / Anti-skid tiles
Ceiling	Acrylic Emulsion / OBD & False ceiling with cove lighting in select areas
Counter	Granite / Marble / Synthetic Stone
Fixtures/Accessories	Fixed Shower-partition with door in toilets (7'Ht), Exhaust Fan, Towel rail / ring, Geyser, Toilet paper holder of standard make.
Sanitary ware/ CP fittings	CP fittings, Wash Basin, Floor mounted / Wall-hung WC

Plumbing

CPVC & UPVC piping for water supply inside the toilet & kitchen and vertical down takes.

S. Room

Floor	Tiles
Walls / Ceiling	Acrylic Emulsion / OBD
Toilet	Ceramic Tile flooring, Conventional CP Fittings, Chinaware

Doors

Internal Doors	Painted frame with Painted/Laminated flush doors.
Entrance Doors	Painted / Polished frame with polished / laminated flush door.

External Glazings

Windows/ External Glazing	Single glass unit with clear glass UPVC / Aluminium / MS Frames & shutters . Frosted / Clear Glass in toilets.
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Electrical Fixtures/Fittings

Home Automation for selected services , Copper wiring, ceiling fans in all rooms (except toilets & staff rooms) and ceiling light fixtures in Balconies

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Sole/First Applicant

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Second Applicant

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Third Applicant

ANNEXURE – II

PART B – COMMON AREAS IN THE BUILDING

Power Back-up

Back-up by DG set upto 8 KVA for plots 269 sqyds

(Overall diversity of 80 % will be applied)

Security System

CCTV in driveway of Parking, Ground floor entrance lobby

Lift Lobby

Lifts Capacity of 6 persons

Staircases

Floor Kota Stone / Indian Marble / Granite.

Walls Flat oil Paint / Acrylic Emulsion / OBD

Terraces

Terrace Garden i/c potted plants, artificial grass & seating in select areas only

- Zone IV seismic considerations for structural design.
- VRV/VRF Air Conditioning system in Living, Dining, Bedrooms & in study rooms (if any)

Conversion Scale

1 ft = 304.8 mm

DISCLAIMER: Marble/Granite being natural material have inherent characteristics of color and grain variations. S.room shall not be provided with air conditioning. Specifications are indicative and are subject to change as decided by the Promoter or Competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipment/appliances and their make/brand thereof are tentative and liable to change at sole discretion of the Promoter. Applicant/Allottee shall not have any right to raise objection in this regard.

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Sole/First Applicant

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Second Applicant

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**ANNEXURE – III
PAYMENT PLAN**

1. Standard Payment Plan:

Sl. No.	Instalment Description	% Due of Unit Price
1	Amount on Application	10 lacs
2	Booking Amount- Within 30 days of Application	10% (less Amount paid with Application i.e., 10 lacs)
3	Within 90 days of Application	15%
4	Upon Completion of Structure	25%
5	On Application of OC	25%
6	On Receipt of OC	15%
7	On Offer of Possession	10%
	Total	100%

2. Down Payment Plan:

Sl. No.	Instalment Description	% Due of Unit Price
1	Amount on Application	10 lacs
2	Booking Amount-Within 30 days of Application	10% (less Amount paid with Application ie. 10 lacs)
3	Within 120 days of Application	80% (less Down Payment Rebate at 8%)
4	On Offer of Possession	10%
	Total	100%

3. Note:

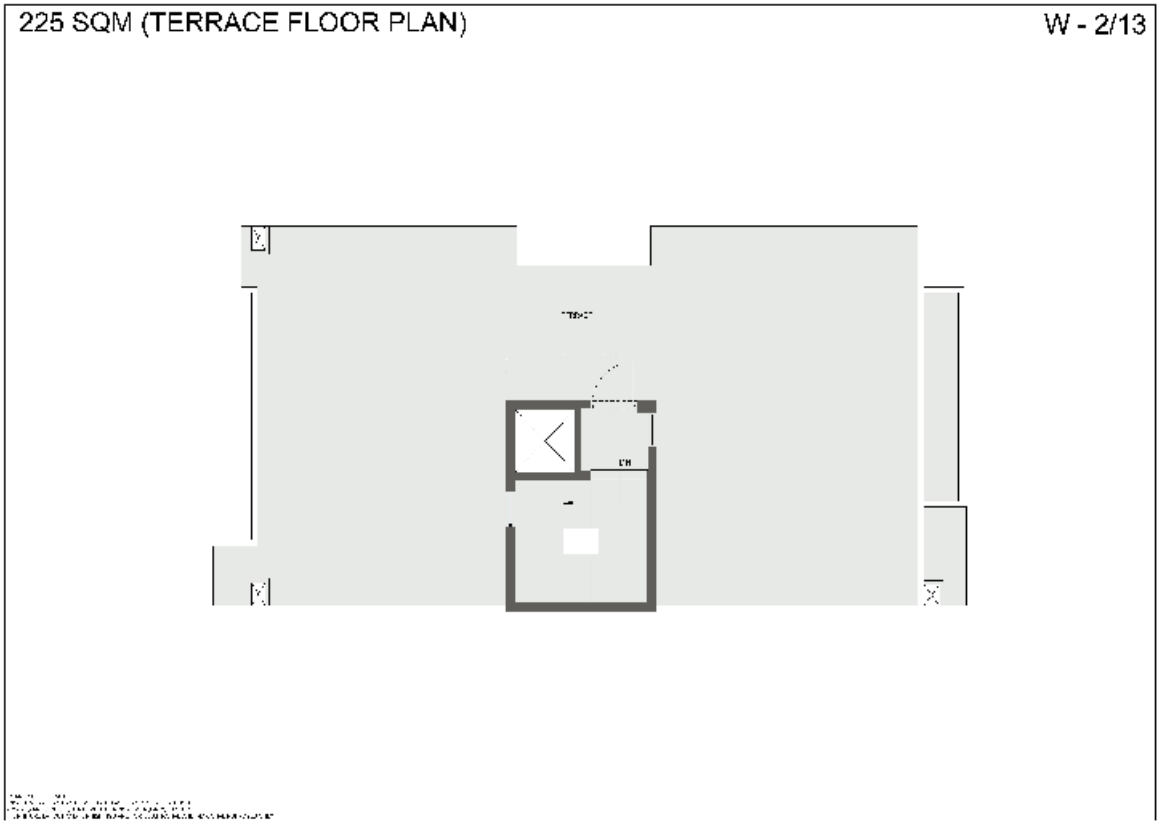
- a. Stamp duty and registration charges as applicable will be extra
- b. Down Payment Rebate at 8% shall be applicable on **Unit Price**
- c. GST as applicable will be extra on each instalment
- d. Holding Charges at the rate Rs. 25/- per sq. ft. per month (if applicable)
- e. Interest Free Maintenance Security Deposit of Rs. 2 lacs to be paid upon offer of possession.

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Sole/First Applicant

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Second Applicant

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ANNEXURE – IV



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Sole/First Applicant

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ANNEXURE – IV

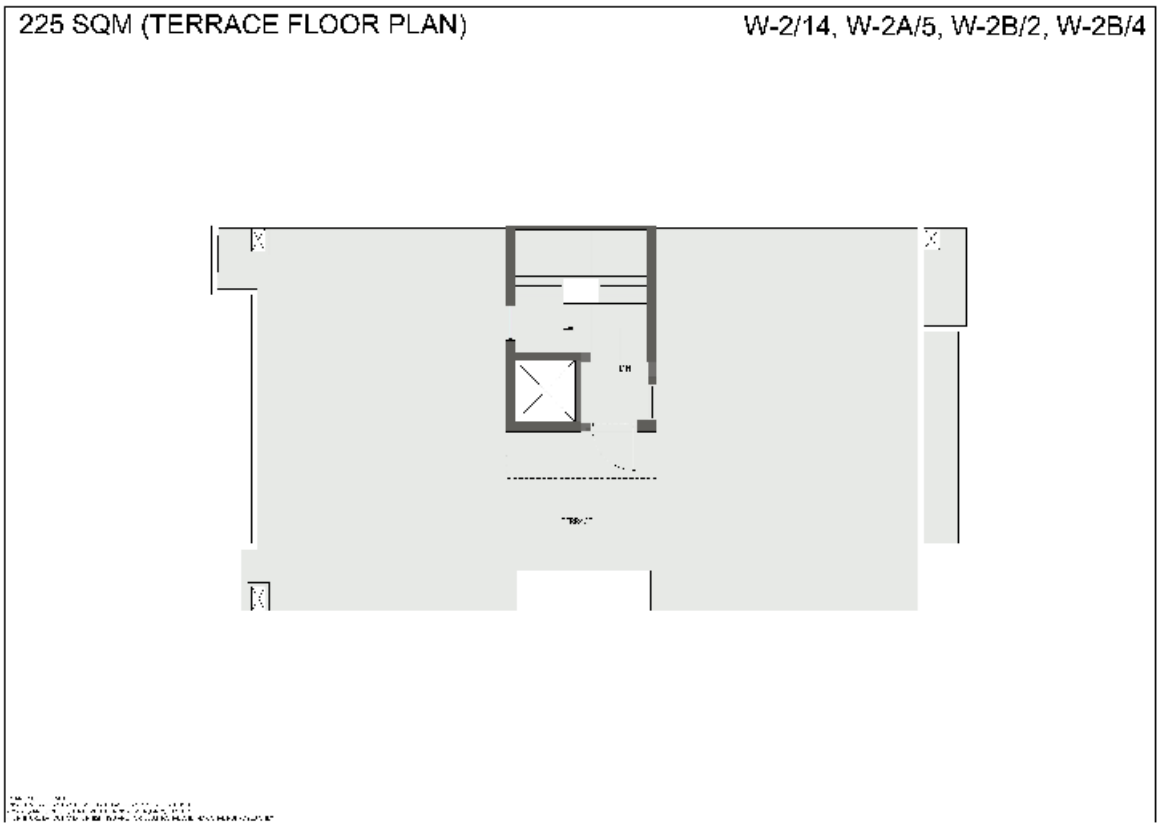


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ANNEXURE – IV



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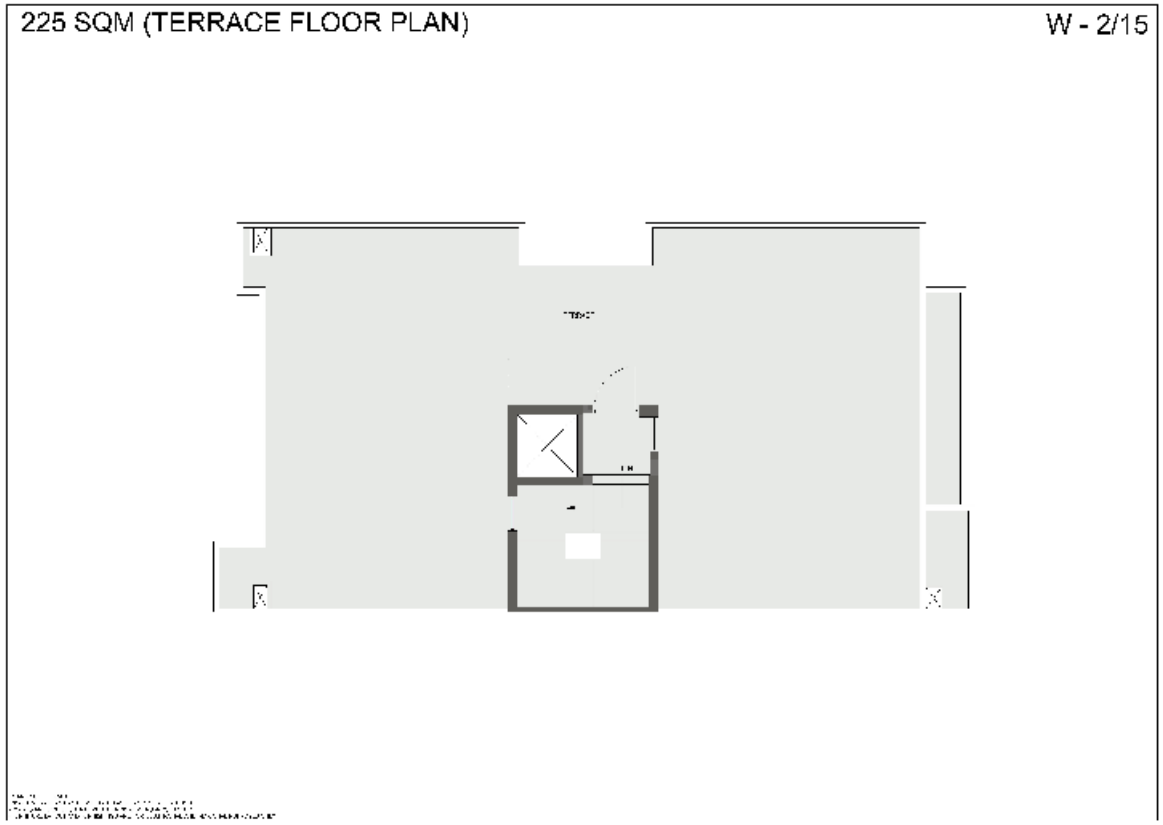


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ANNEXURE – IV



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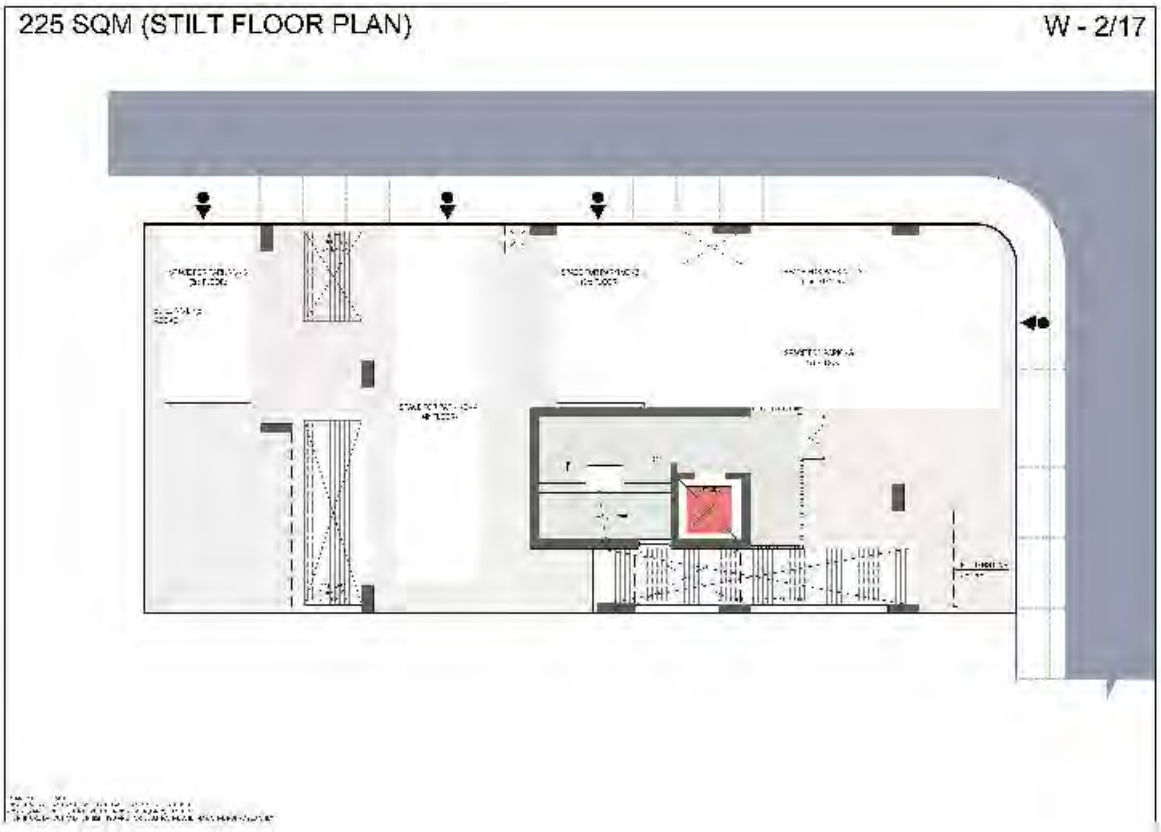


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ANNEXURE – IV



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Sole/First Applicant

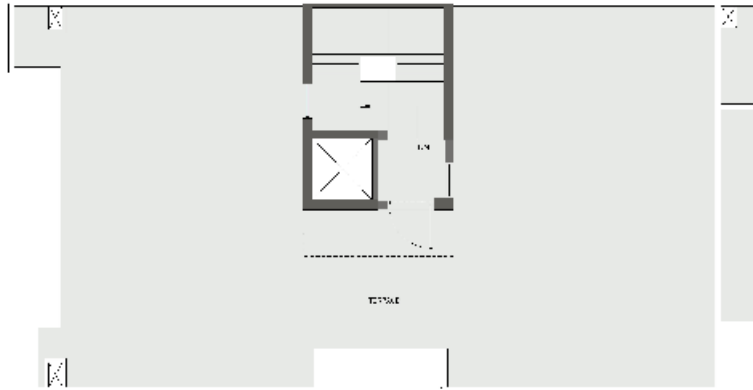
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Second Applicant

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Third Applicant

ANNEXURE – IV

225 SQM (TERRACE FLOOR PLAN)

W - 2A/4



SCALE: 1:100
DATE: 10/10/2018
PROJECT: 10/10/2018

225 SQM (TYPICAL FLOOR PLAN)

W - 2A/4



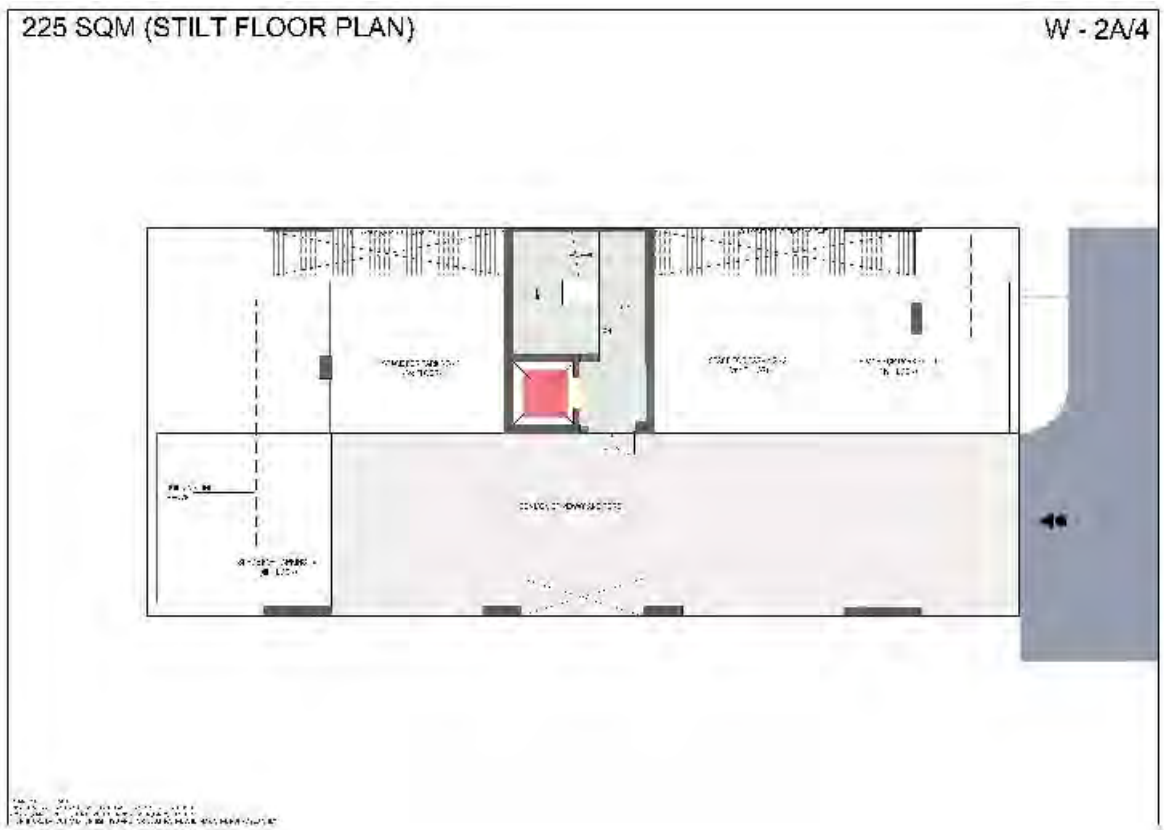
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PROJECT: 10/10/2018

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ANNEXURE – IV

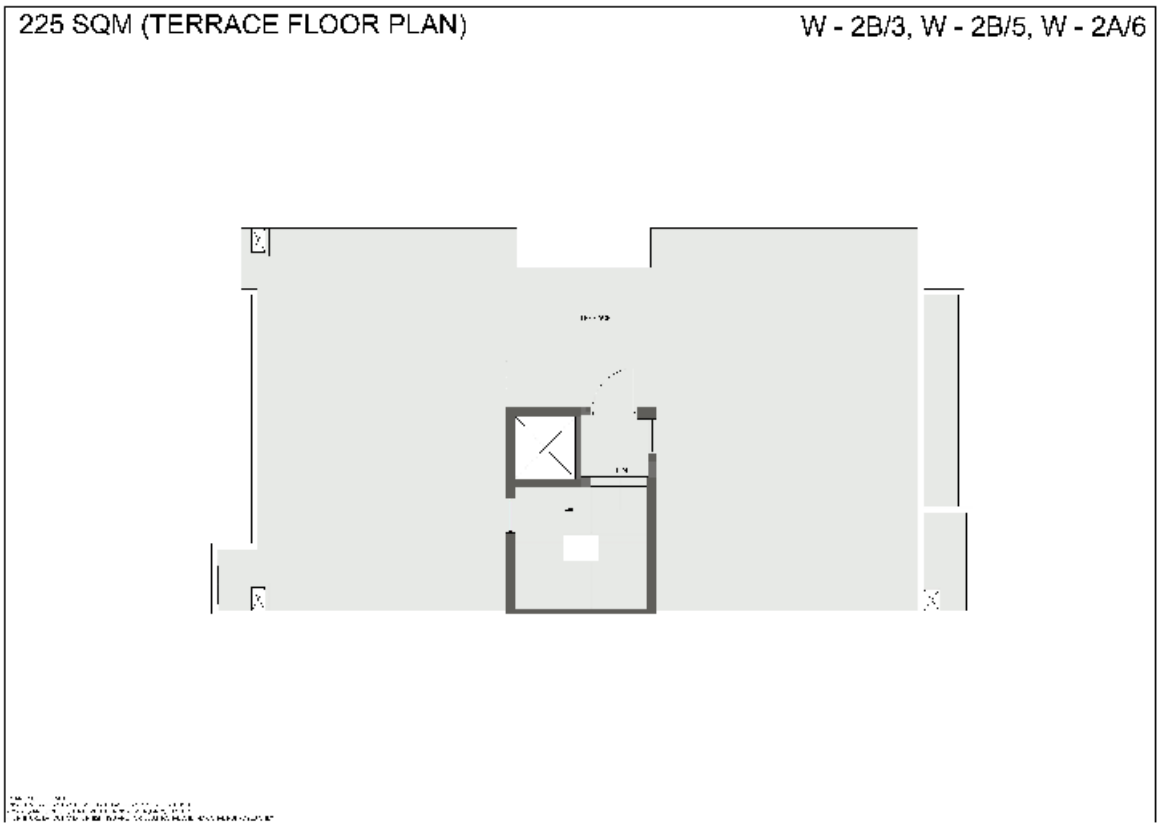


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ANNEXURE – IV



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ANNEXURE – IV



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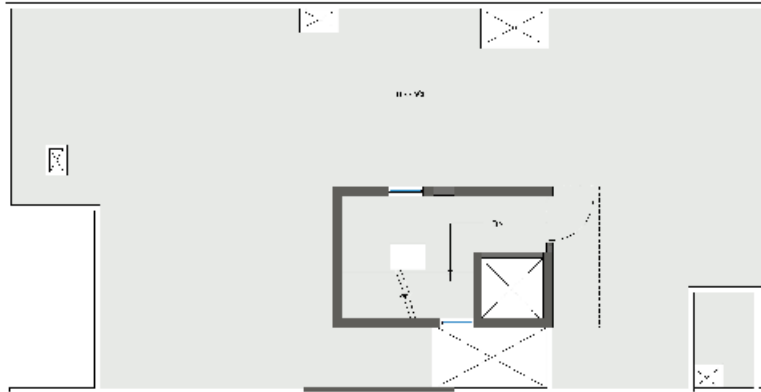
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Second Applicant

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Third Applicant

ANNEXURE - IV

225 SQM (TERRACE FLOOR PLAN)

W - 2B/1



SCALE: 1:100
DATE: 10/10/2018
PROJECT: 10/10/2018

225 SQM (TYPICAL FLOOR PLAN)

W - 2B/1



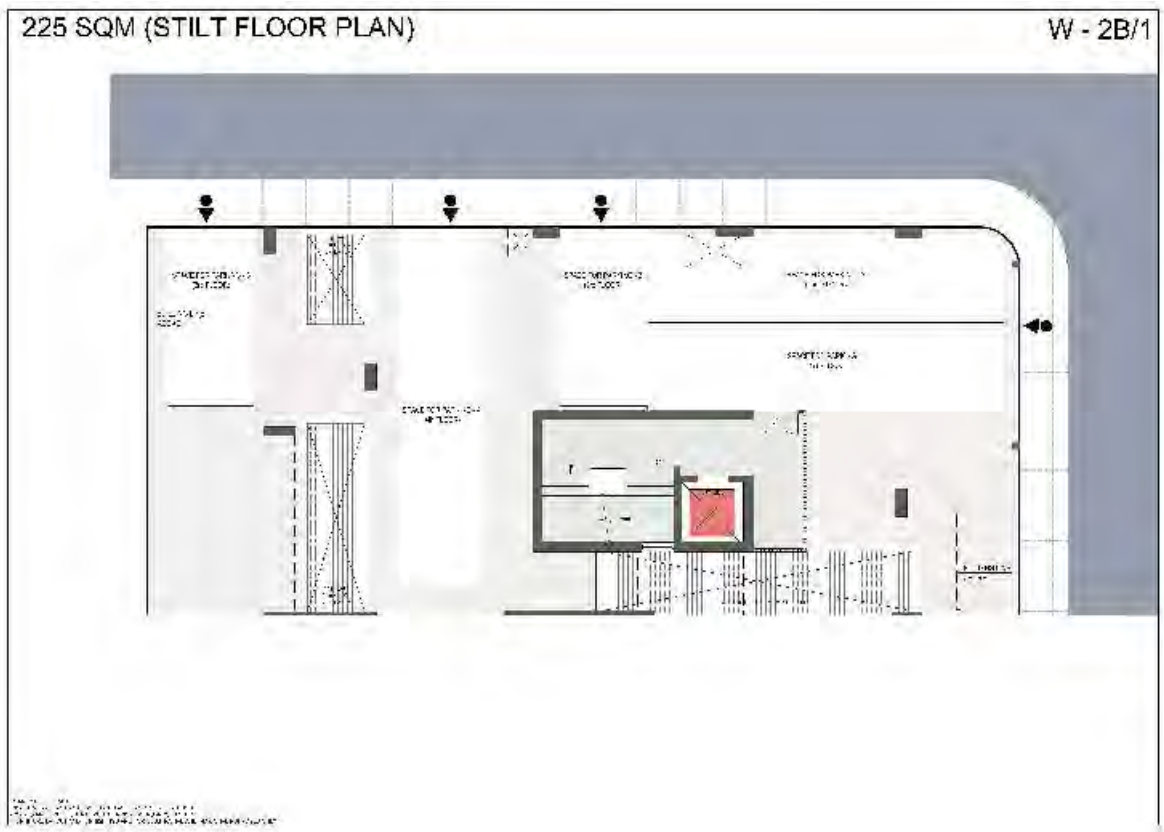
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ANNEXURE – IV



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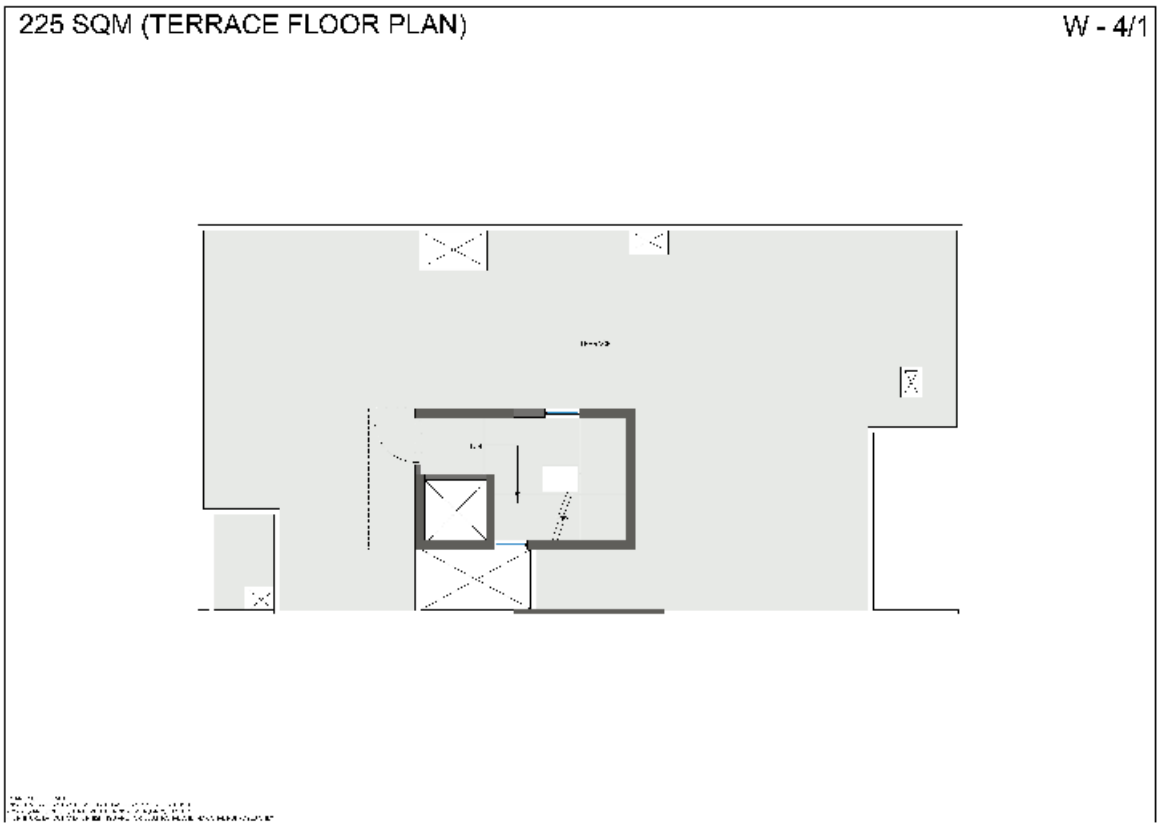


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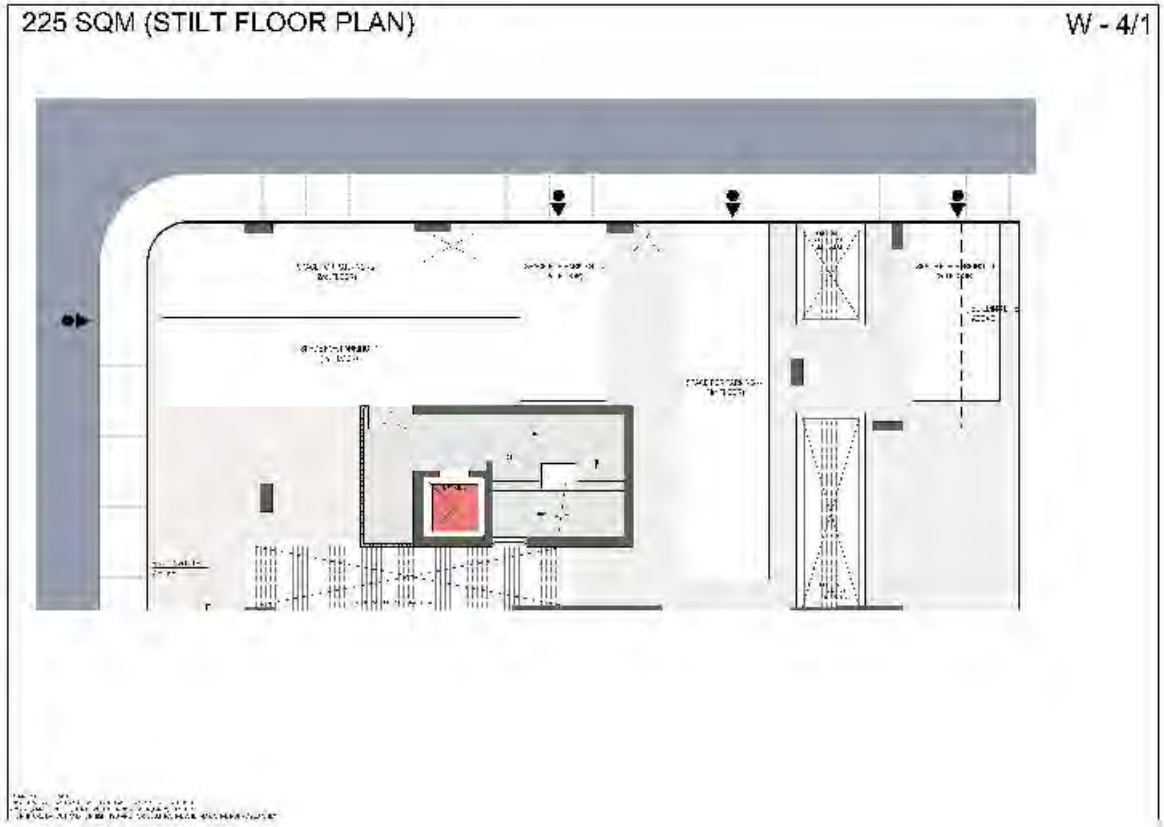


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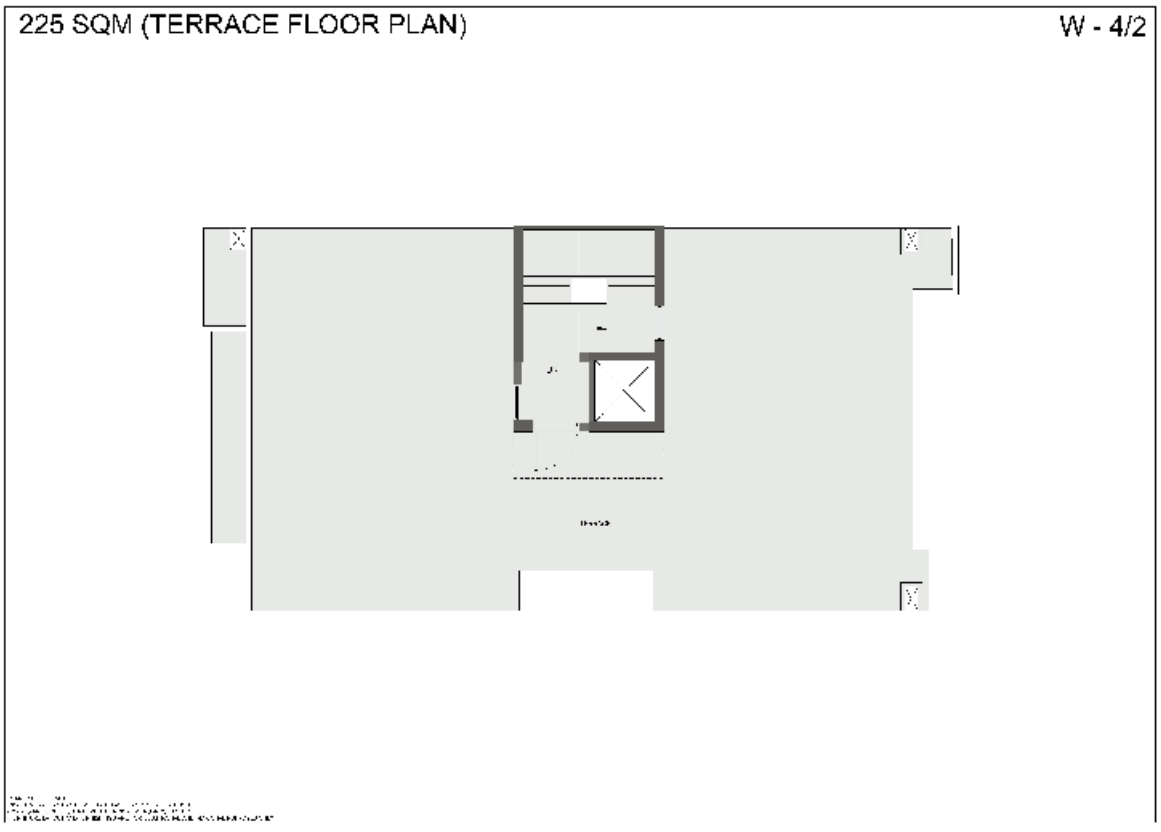


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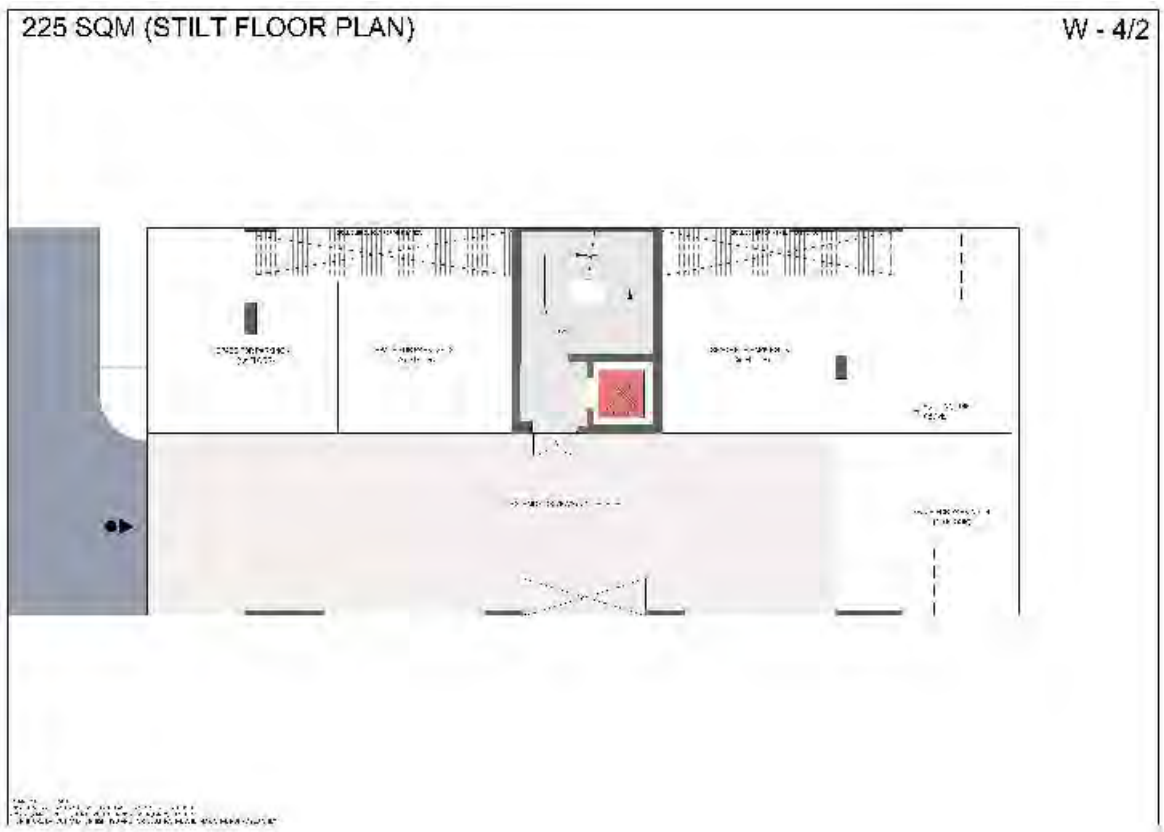


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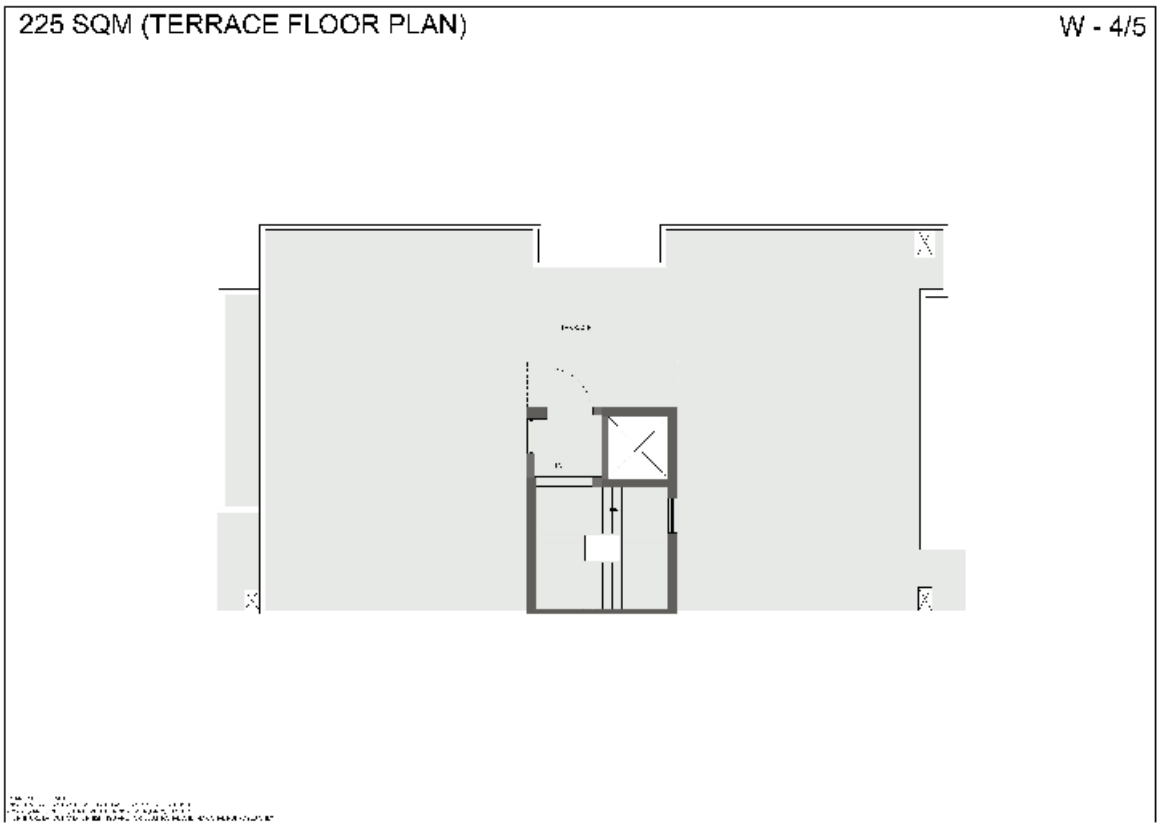


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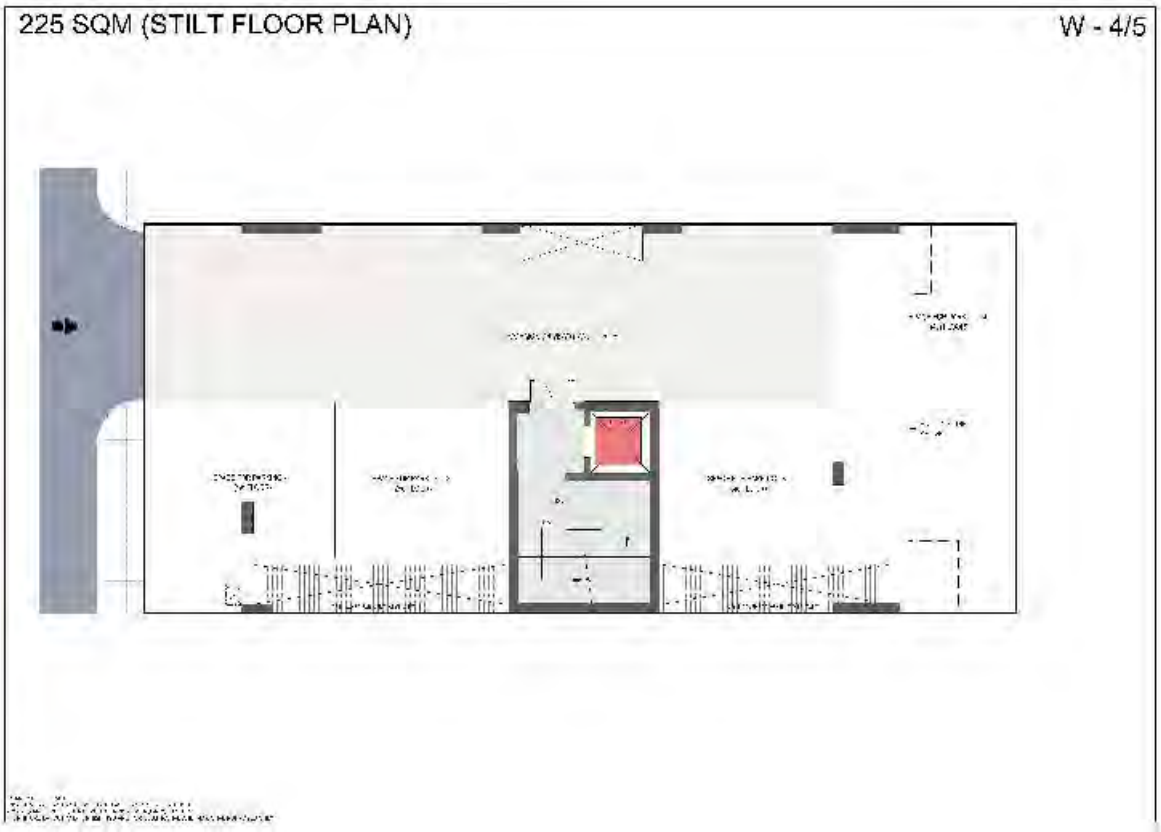


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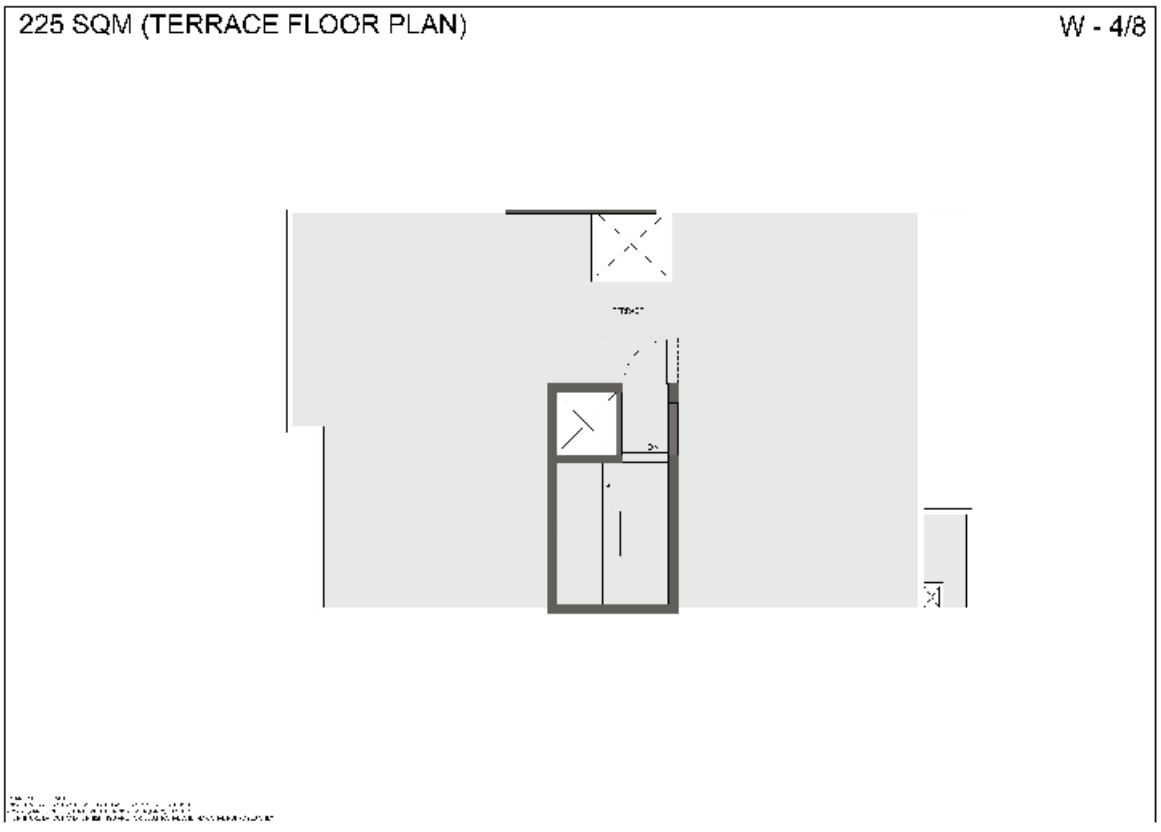


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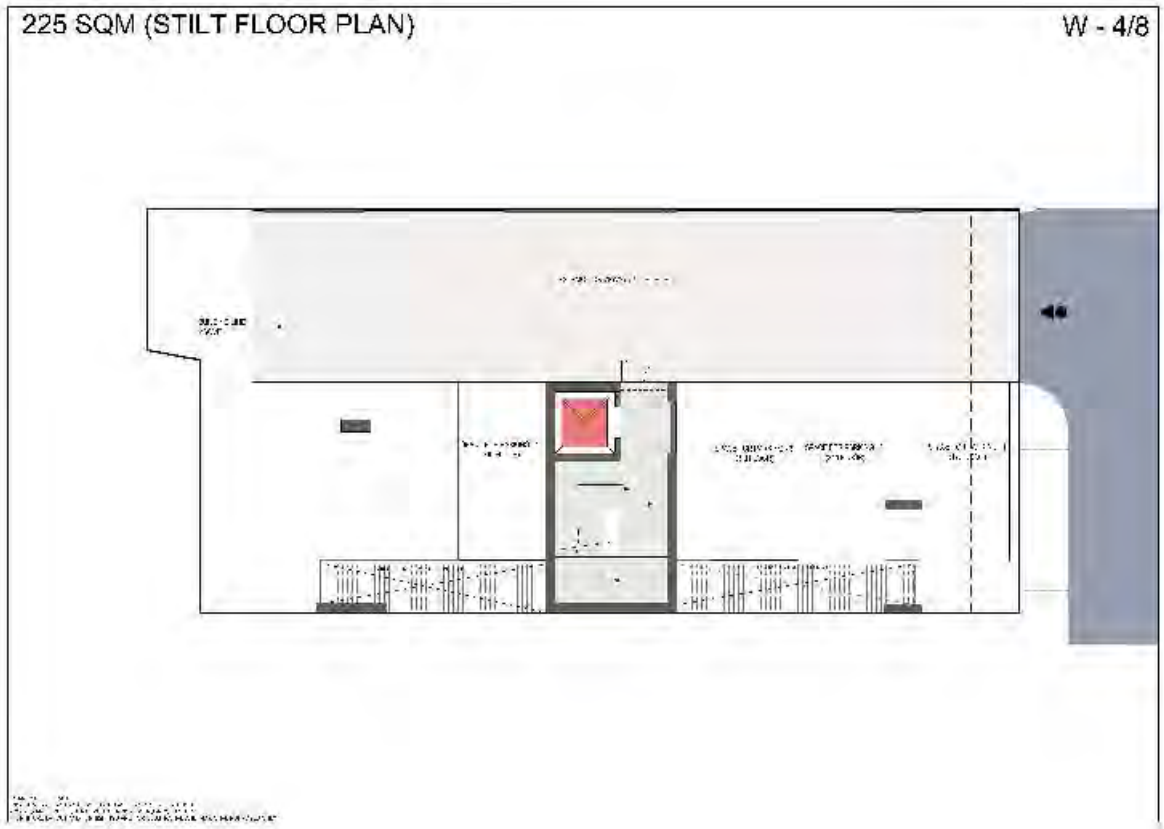


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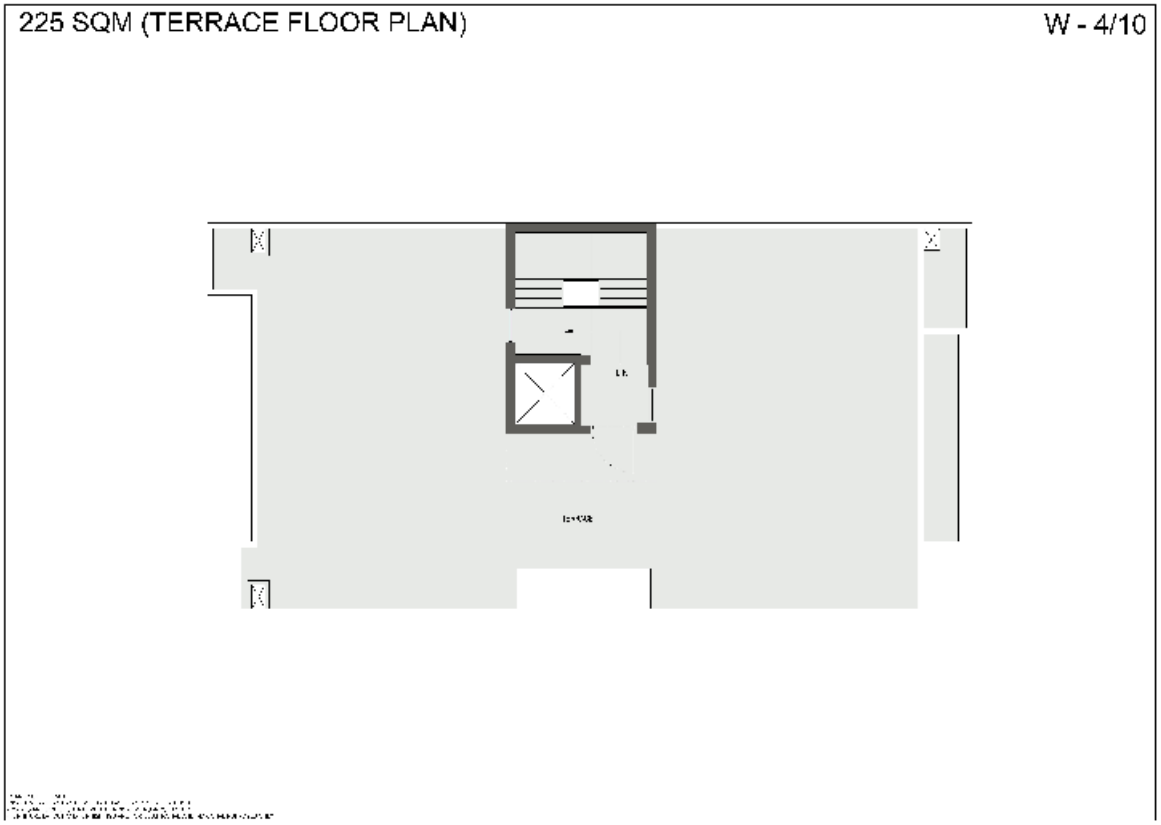


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ANNEXURE – IV



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ANNEXURE – IV-A

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Sole/First Applicant

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Second Applicant

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Third Applicant



DLF Builders & Developers Private Limited

Registered Office:

Premises No. 221, 2nd Floor, Shopping Mall,
Arjun Marg, DLF City, Phase I,
Gurugram 122002, Haryana (India)