



# **APPLICATION FORM**

HARERA registration No-RC/REP/HARERA/GGM/538/270/2022/13 dated 21.02.2022 HARERA Website-https://haryanarera.gov.in | Promoter-DLF Limited

# Application for allotment of an Independent Residential Floor on Plot Number \_\_\_\_\_\_ at The Grove, DLF5 in Sector 54, Gurugram (Haryana)

HRERA Registration No. RC/REP/HARERA/GGM/538/270/2022/13 dated 21.02.2022 | https://haryanarera.gov.in

# DLF LIMITED

## **Registered Office:**

Shopping Mall, 3rd Floor, Arjun Marg, Phase I, DLF City Gurugram, Haryana 122002

Dear Sir/Madam,

- 1. The **Applicant(s)** understands that DLF Limited ("**Promoter**") is the absolute and lawful owner of plot bearing no. \_\_\_\_\_\_ measuring \_\_\_\_\_\_sq. meters (\_\_\_\_\_\_ sq. yds.)(hereinafter referred to as the "**Said Land**") located in 'Block B' of the approved plotted area of DLF5 in Sector 54, District Gurugram, Haryana (location plan attached as **Schedule-IVA**).
- 2. 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 **Schedule-I** and the same shall be known as '**Independent Floors on** \_\_\_\_\_ **Plot No. at The Grove**' ("**Project**") in DLF5, Gurugram, Haryana. The floor plans of the **Project** are attached as **Schedule-IV**.
- 3. The **Applicant(s)** request(s) the **Promoter** for allotment of a residential independent floor in the **Project** having Carpet Area of approx. \_\_\_\_\_\_\_\_ square meters (\_\_\_\_sq. ft), comprising of \_\_\_\_\_\_\_ sqm. (\_\_\_\_\_sq. ft.) of carpet area on \_\_\_\_\_\_\_ floor and \_\_\_\_\_\_sqm. (\_\_\_\_\_sq. ft.) of carpet area in Basement along with parking and exclusive area admeasuring \_\_\_\_\_sq. mts. (\_\_\_\_\_\_sq.ft) in the basement as permissible under the applicable laws and right in the common areas (hereinafter referred to as the "**Said Independent Floor**").
- 4. 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 (hereinafter defined) and **Rules** (hereinafter defined) 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.

- 5. 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 of the Promoter www.thegrove.dlf.in, official website of the Authority and at the registered office of the **Promoter**. The **Applicant(s)** confirms that the **Applicant(s)** has read and perused the **Agreement** containing the detailed terms and conditions as per the applicable law. The **Applicant(s)** further confirm(s) to have fully understood the terms and conditions of the said **Agreement** and is agreeable to perform his/her obligations as per the conditions stipulated in the **Agreement**. Having understood and agreed, the **Applicant(s)** has/ have applied for allotment of a residential floor in the said **Project** and has requested the **Promoter** to allot the **Said Independent Floor** therein.
- 6. The **Applicant(s)** hereby confirms that he/she 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.
- 7. 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)**.
- 8. 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 Payment Plan opted below.

Down Payment Plan 📃 Installment Payment Plan 🗌

9. The Applicant(s) encloses herewith a sum of Rs. /- (Rupees\_\_\_\_\_/

			_only) by Bank
Draft/Cheque No	dated	drawn in favour o	f the Promoter
payable at		or through Electron	nic Transfer in
account no	, mai	ntained 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.

10. 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** of the **Said Independent Floor** as per the Payment Plan annexed hereto as **Schedule-III**.

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11. 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 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**.

- 12. 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**.
- 13. The **Applicant(s)** agrees to abide by the terms and conditions annexed hereto in this **Application** and the terms as laid down in the **Agreement**.

# 1. SOLE OR FIRST APPLICANT(S)

Title Mr. Ms. M/s.	
Nomo	Please affix
Name	photograph and
Son / Doughton / Wife of	sign across the
Son / Daughter / Wife of	photograph
NationalityAgeyears	1 0 1
ProfessionAadhar No	
Residential Status: Resident/ Non-Resident/ Foreign National of Indi	an Origin

IncomeTax Permanent Account No.\_\_\_\_\_

Sole/First Applicant

Second Applicant

	ange / Place, where assessed to income tax	
	Fax No	
Office Name & Address_		
Tel No	Mobile No	
E-mail ID:		
JOINT/SECOND APPLI	CANT(S)	
Title Mr. 🗌 Ms. 🗌 M/s	s. 🗌	Please affix photograph and
Name		_ sign across the
Son / Daughter / Wife of		photograph
Nationality	Ageyears	_
Profession	Aadhar No	-
	dent/ Non-Resident/ Foreign National of	
IncomeTax Permanent A	ccount No	
Ward / Circle / Special R	ange / Place, where assessed to income tax	
	Fax No	
Office Name & Address_		
	Mobile No	
E-mail ID:		

Sole/First Applicant

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# 3. THIRD APPLICANT(S)

Name			Please aff photograph
Son / Daughter /	Wife of		sign across photograp
Nationality	Age	years	
Profession	Aad	har No	
Residential Status	s: Resident/ Non-Reside	ent/ Foreign National of I	ndian Origin
Ward / Circle / Sp	ecial Range / Place, whe	ere assessed to income ta	IX
Mailing Address_			
		Fax No	
Office Name & Ado	lress		
		_Mobile No	
E-mail ID:			
	0	R	
M/s		CIN No	
Reg. Office/Corpo	rate Office		
Authorized Signat	cory		
Board Resolution	dated/Power of Attorney	У	
PAN No	GS	T No	
		E-mail ID:	
Fax No		(attached certified	true copy of the
Resolution/Power	r of Attorney)		

#### 4. DETAILS OF SAID INDEPENDENT FLOOR AND ITS PRICING

The Total Price for the <b>Said Independent</b> Rs(Rupees	—
Plot No Block Independent Floor No Parking(s) No In Basement	Rate of <b>Said Independent Floor</b> per square feet*
Store No Staff Room No Unit Price (in rupees)	
<b>Applicable</b> taxes and cesses payable by the <b>Applicant(s)</b> . (This includes GST payable at rates as specified from time to time, which at present is 5%):	
Total Price (in rupees)	
Carpet Area:sqm. (	<b>sq. ft.</b> ) comprising of <b>sqm.</b>

 Carpet Area:
 \_\_\_\_\_\_sqm. (\_\_\_\_\_sq. ft.) comprising of \_\_\_\_\_\_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:		_

Sole/First Applicant

Signature of Applicant(s)

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Second Applicant

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	FOR C	OFFICE USE (	ONLY		
RECE	IVING/OFFICER				
Name			Signa	ture	
Date_					
1.	ACCEPTED / REJECTED				
2.	Independent Floor No	Plot No		Floor	
	Carpet Area sqm.(_		sq. ft.) con	nprising of	
	sqm. (s	sq. ft.) of carpe	t area on _	floor and	
	sq. mts. (sq	q. ft.) of carpet	area in the	e Basement.	
	Parking Space Nos. (1)	(2)		_Type: Covered (stilts)	
	Total Price payable for the Independent (Rupees			-	
3.	PAYMENT PLAN: Down Payment/	Installm	ent Paymer	nt Plan	
4.	Payment received vide Cheque/ datedfor Rs Out of NRE/NRO/FC/SB/CUR/CA				
5.	Booking Receipt No.				
6.	BOOKING DIRECT/Real Estate Ag				
	, O	,			
	Address				
	Stamp with Signature			_	
7.	Check-list for Receiving Officer:				
	(a) Amount paid along with <b>App</b>	lication.			
	(b) Applicant's signature on all p	pages of the <b>Ap</b>	<b>plication</b> f	orm at places marked	as "X".

X\_\_\_\_\_Second 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/LLP Firm: Copy of Partnership Deed and authorization to purchase.

Date \_\_\_\_\_

Place \_\_\_\_\_

Cleared by stock on \_\_\_\_\_

Sole/First Applicant

Second Applicant

In this Application, following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purpose and for the purpose of the terms and conditions set out in this Application, singular means plural and masculine includes feminine gender.

# **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;
- (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.

# TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN INDEPENDENT RESIDENTIAL FLOOR ON PLOT NUMBER \_\_\_\_\_\_ AT THE GROVE, DLF5 IN SECTOR 54, GURUGRAM (HARYANA).

The terms and conditions given below shall be read together with the terms and conditions more comprehensively set out in the **Agreement**. The **Applicant(s)** shall sign all the pages of this **Application** as token of his/her acceptance of these terms and conditions.

- 1. 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** and has/have satisfied himself/themselves about the title/interest/rights of the **Promoter** in the **Said Land**.
- 2. The Total Price for the Said Independent Floor along with parking, based on the Carpet
  Area is Rs\_\_\_\_\_/- (Rupees\_\_\_\_\_\_

only) (" <b>Total Price</b> "):	
Plot No	Rate of <b>Said Independent Floor</b> per square feet*
present is 5%): <b>Total Price</b> (in rupees)	

**\*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)

Sole/First Applicant

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Second Applicant

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# **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 Said Independent Floor, lift, waterline and plumbing, fire detection and firefighting equipment in common areas (if applicable) finishing with paint, marbles, tiles, doors and windows, maintenance charges as per Para 13, 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 Schedule-II.

Second Applicant

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- 2. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Schedule-III** ("**Payment Plan**").
- 3. 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)**.
- 4. The Applicant(s) has/ have seen the layout plan/ building plans, specifications, amenities and facilities etc. depicted in the advertisement/ brochure/ Agreement/ Website regarding the Project where the Said Independent Floor is located and has/ have accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority.
- **5.** Subject to Para 21, 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 undivided pro-rata share in the **Said Land** and 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.

# 7. 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**.

The **Promoter** assures to offer to hand over possession of the **Said Independent Floor** along with parking as per agreed terms and conditions by 31st December 2025, unless there is delay due to "*force majeure*", epidemic, pandemic and lockdown, 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 **Agreement**.

# 8. Procedure for taking possession of Said Independent Floor

The **Promoter**, upon obtaining the occupation certificate or part thereof of the building in the **Project**, 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 **Schedule-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

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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**.

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** for residential purpose 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, epidemic, pandemic and lockdown, 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

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(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 alongwith parking, 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**:

- 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, part completion certificate/completion certificate of the **Project**, as the case may be. The cost of maintenance has been included in the **Total Price** of the **Said Independent Floor** for residential usage.

The **Applicant(s)** agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the **Project**. Execution of the maintenance agreement shall be a condition precedent for handing over

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Second Applicant

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possession of **Said Independent Floor** by the **Promoter** and also for executing the conveyance deed of the **Said Independent Floor**.

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.

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 in India and shall keep the **Promoter** indemnified in this regard. The **Applicant(s)** acknowledges that 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** and the **Promoter** shall issue the payment receipts in favour of the **Applicant(s)** only.

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.

- 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.
- 16. The Applicant(s) acknowledges 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.
- 17. The Applicant(s) shall have no objection in case the Promoter creates a charge on the entire Project during the course of development of the Project for raising loan from any banking and/or Financial Institution provided, such charges if created shall be vacated before execution of the Agreement for the Said Independent Floor. The creation of such charge shall not affect the rights and interest of the applicant to the Said Independent Floor.

- **18.** 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)**.
- 19. 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).
- **20.** 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**.
- **21.** 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 Schedule-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 **Application/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 **Application/Agreement** and any liability of the **Promoter** arising out of the same shall thereupon, stand terminated. Provided that the **Promoter** shall intimate the **Applicant(s)** about such termination at least thirty days prior to such termination.
- 22. The Applicant(s) agrees and understands that the Promoter shall conform to the carpet area that has been allotted to the Applicant(s) after the construction of the Said Independent Floor is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Applicant(s)

Second Applicant

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understands that the **Total Price** payable for the carpet area shall be recalculated upon confirmation by the **Promoter**. If there is reduction in the carpet area, then the Promoter shall refund the excess amounts paid by the **Applicant(s)** within 90 (Ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the **Applicant(s)**. If there is any increase in the carpet area, which is not more than 5% of the carpet area of the **Said Independent Floor** allotted to the **Applicant(s)**, the **Promoter** may demand that from the **Applicant(s)** as per the next milestone of the **Payment Plan** as provided in **Schedule-III**.

- **23.** The **Applicant(s)** understands that the final allotment of the **Said Independent Floor** is entirely at the discretion of the **Promoter**.
- 24. 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**.
- **25.** 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.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

#### SCHEDULE - I COMMON AREAS & FACILITIES

List of common areas and facilities for use of the Allottees within the Building on the said Plot

- 1. Entrance Lobby at Ground Floor
- 2. Open entrance area on front side and rear side of the building
- 3. Staircase and mumty
- 4. Lift Lobbies, lift and lift shaft at all levels
- 5. Lift machine room (if provided)
- 6. Corridor, Electrical room, Guard room, meter room, any other services (wherever provided)
- 7. Common corridor & toilet (if provided) in Basement
- 8. Terrace floor and services i/c Terrace Garden
- 9. Driveway and stilt area except parking space

It is specifically made clear by the **Promoter** and agreed by the **Applicant** that this **Application** is limited and confined in its scope only to the **Said Independent Floor**, amenities, and facilities as described in this annexure in the Footprint of the **Said Independent Floor**. It is understood and confirmed by the **Applicant** that all other land(s). areas, facilities, and amenities outside the periphery boundary of the **Said Building** or anywhere in DLF 5 (Formerly known as DLF city phase 5) are specifically excluded from the scope of this **Application** and the **Applicant** agrees that he/she shall have no ownership rights, no rights of exclusive 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 **Applicant** has not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.

Sole/First Applicant

#### **SCHEDULE** - II

#### **PROPOSED SPECIFICATION**

Zone IV seismic considerations for structural design.

# PART A – INSIDE THE INDEPENDENT FLOOR

Living, Dining, Lobby,	
Floor	Marble/Engineered Marble/Laminated Wooden Flooring (In
	Study/Office)
Walls	Emulsion Paint
Ceiling	Emulsion Paint/OBD/Limited False Ceiling
Bedrooms	
Floor	Laminated Wooden Flooring
Walls	Emulsion Paint
Ceiling	Emulsion Paint/OBD/Limited False Ceiling
Wardrobes	Modular Wardrobes of standard make
Kitchen	
Walls	Tiles/Paint up-to 2' above counter & Emulsion Paint/OBD . in balance area
Floor	Tiles/Stone
Ceiling	Emulsion Paint/OBD/Limited False Ceiling
Counter	Marble/ Granite / Engineered Stone
Fittings / Fixtures	CP fittings, SS Sink, Exhaust fan, Geyser
Туре	Modular Kitchen with Hob, Chimney, Oven, Microwave, Dishwasher, Refrigerator, Washing Machine (in balcony) of reputed make
<b>Balcony</b>	
Floor	Tiles
Ceiling	Emulsion Paint/ OBD
Railings	MS/Glass
<u>Master Toilet</u>	
Walls	Marble/Tile/Mirror
Floors	Marble/Tile
Ceiling	Emulsion Paint/OBD/Limited False ceiling

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# SCHEDULE – II

Counter	Marble/Granite with Modular Vanity
Fixtures/Accessories	Glass Shower-partition in toilets, Exhaust Fan, Geyser, Toilet Paper Holder, Wall-hung rimless WC (Semi-Smart Seat), Wash Basin, Shower, Health Faucet, Medicine Cabinet with Mirror, Sanitary ware/ CP fittings
<u>Toilets</u>	
Walls	Tile/Mirror
Floors	Marble/Tile
Ceiling	Emulsion Paint/OBD/Limited False ceiling
Counter Room)	Marble/Granite with Modular Vanity (Except Powder)
Fixtures/Accessories	Exhaust Fan, Geyser, Toilet Paper Holder, Wall-hung rimless standard WC, Wash Basin, Health Faucet. Sanitary ware/ CP fittings & mirror. Shower, Glass Shower-partition, Medicine Cabinet in all toilets (except Powder Room).
<u>Plumbing</u>	CPVC & uPVC piping for water supply in toilet & kitchen and vertical down takes.
<u>S. Room</u>	
Floor	Tiles/IPS Flooring
Walls / Ceiling	OBD
Toilet	Tile (Flooring) & Cladding/Paint,
	Conventional CP Fittings, Chinaware
Doors	
Internal Doors	Painted/Laminated/Polished Flush Door/Skin Door
Entrance Doors	Painted/Laminated/Polished Flush Door/Skin Door, with 1 hour fire rated door shutter
External Glazing	
Windows/ External Glazing	Single/Double Glass Unit with Glass in uPVC/Aluminium & mosquito mesh shutter (in bedroom, living & dining). Single/ Double Glass Unit with Glass in uPVC/Aluminium/MS in other areas.

# **Electrical Fixtures/Fittings**

Modular fittings & Modular touch switches in select areas. Home automation with control device in select areas. Ceiling fans in all rooms (except toilets & store rooms) and ceiling light fixtures in balconies, kitchen and toilets.

X\_\_\_\_\_Second Applicant

# SCHEDULE – II

# Air Conditioning

VRV/VRF Air Conditioning system with high wall indoor units in Living, Dining, Bedrooms & in study/office rooms (if any)

# PART B - COMMON AREAS IN THE BUILDING

# <u>Power Back-up</u> (per apartment)

Back-up by DG set upto 8 KVA in 269 -300 sqyds plots. Back-up by DG set upto 10 KVA in 300 - 450 sqyds plots. Back-up by DG set upto 12.5 KVA in 460 -585 sqyds plots. Back-up by DG set upto 15 KVA in 600 sqyds plots onwards (Overall diversity of 80 % will be applied)

Fire detection system (addressable fire alarm panel, fire detector and hooters) – Gas leakage detectors in Kitchen & Fire Detectors in Rooms.

# Security System

CCTV for driveway of parking, ground floor entrance lobby, basement & terrace. Video Door Phone, Electro-mechanical/magnetic lock on main apartment entrance door.

# <u>Lift Lobby</u>

Lifts	Capacity of 6/8 persons
Stilts lift lobby finish	nes, combination of Imported and Indian Marble

# <u>Staircases</u>

Floor	Indian Marble / Granite / Stone/ Paint
Walls	Acrylic Emulsion / OBD

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# **Terraces**

Terrace Garden with Tile/ Softscape/ Seating space in select areas.

# **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** in accordance with applicable law.

## SCHEDULE – III PAYMENT PLAN

#### 1. Standard Payment Plan:

S1. No.	Instalment Description	% Due of Unit Price
1	Amount on Application	INR 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 Applications	15%
4	Within 270 days of Application / On Completion of Structure (whichever is later)	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:

S1. No.	Instalment Description	% Due of Unit Price
1	Amount on Application	INR 10 Lacs
2	Booking Amount- within 30 days of Application	10% (less Amount paid with Application i.e., 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:

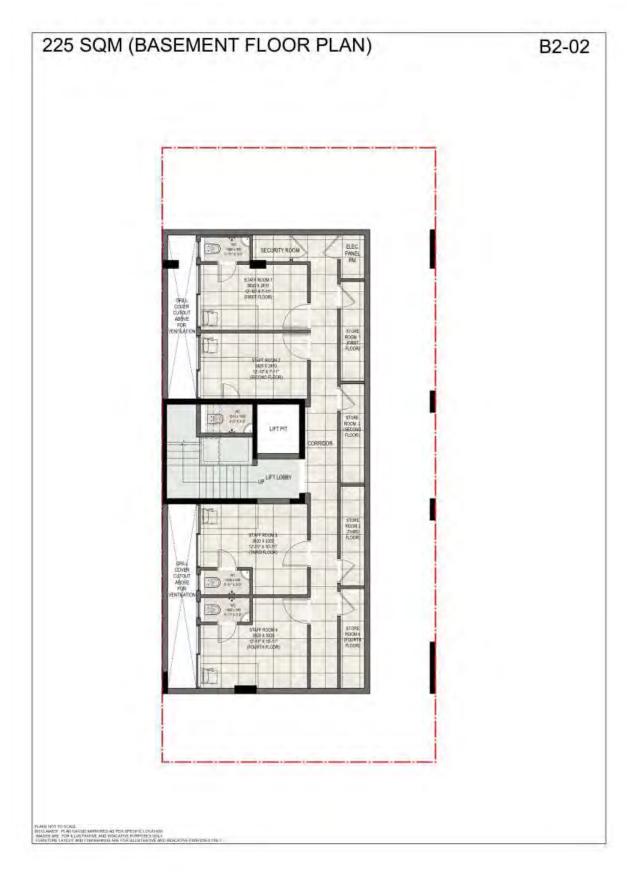
- a. Stamp duty and registration charges as applicable will be extra
- b. Down Payment Rebate at 8% shall be applicable on Unit Price
- c. GST as applicable will be extra on each instalment
- d. Holding Charges at the rate Rs. 25/- per sq. ft. per month (if applicable)
- e. Interest Free Maintenance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

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Second Applicant

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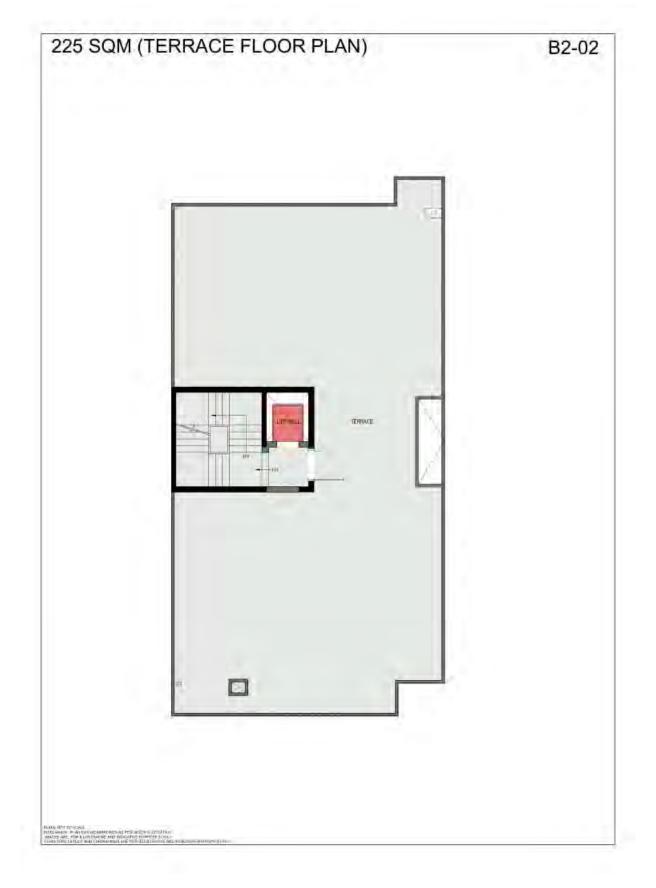


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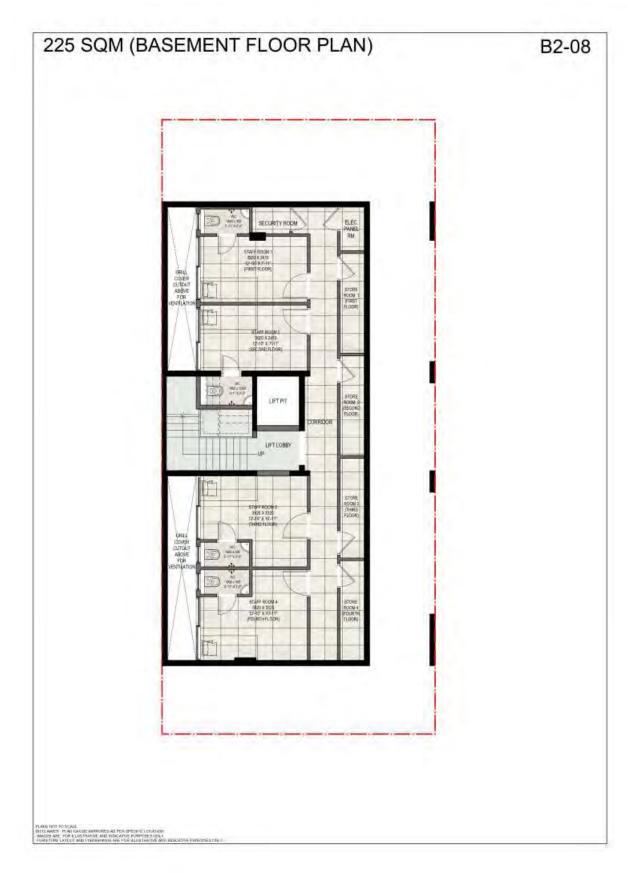
SCHEDULE – IV FLOOR PLAN



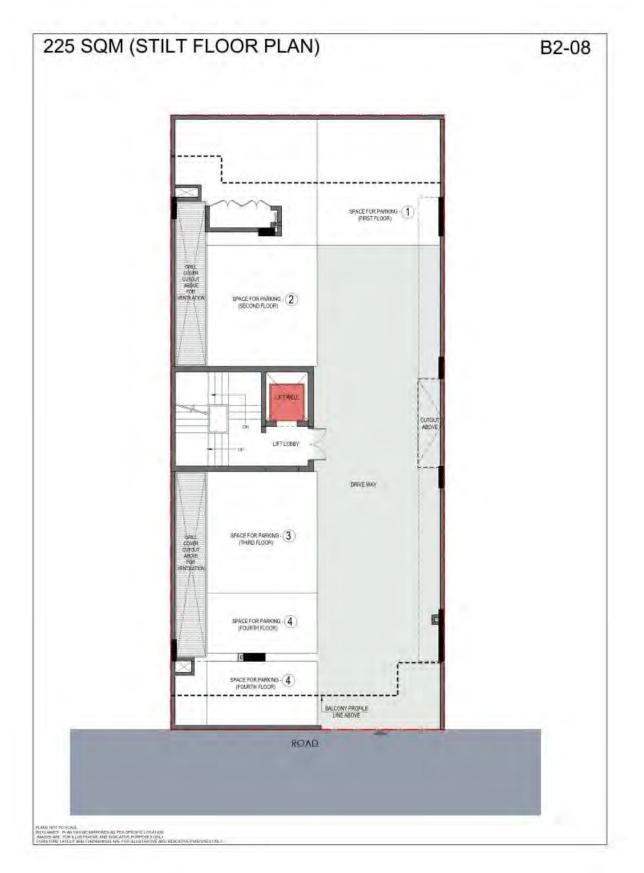
Second Applicant

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Second Applicant

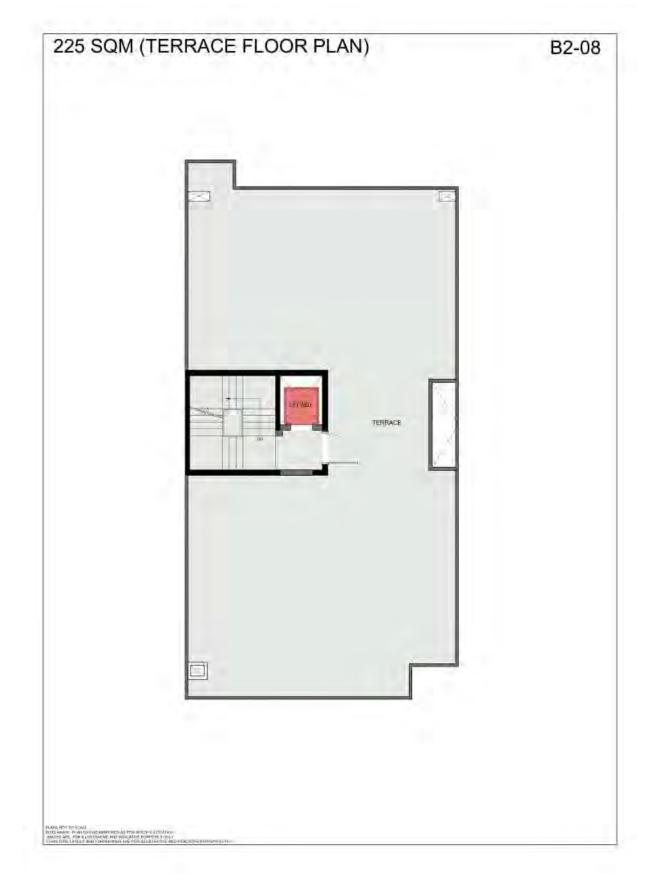
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Second Applicant

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SCHEDULE – IV FLOOR PLAN



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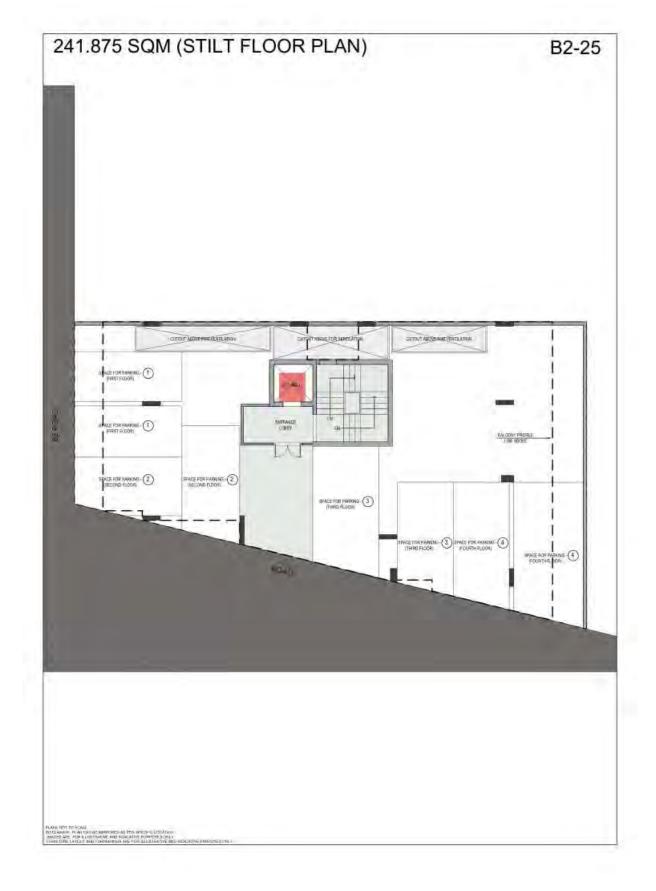
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#### SCHEDULE – IV FLOOR PLAN



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Second Applicant

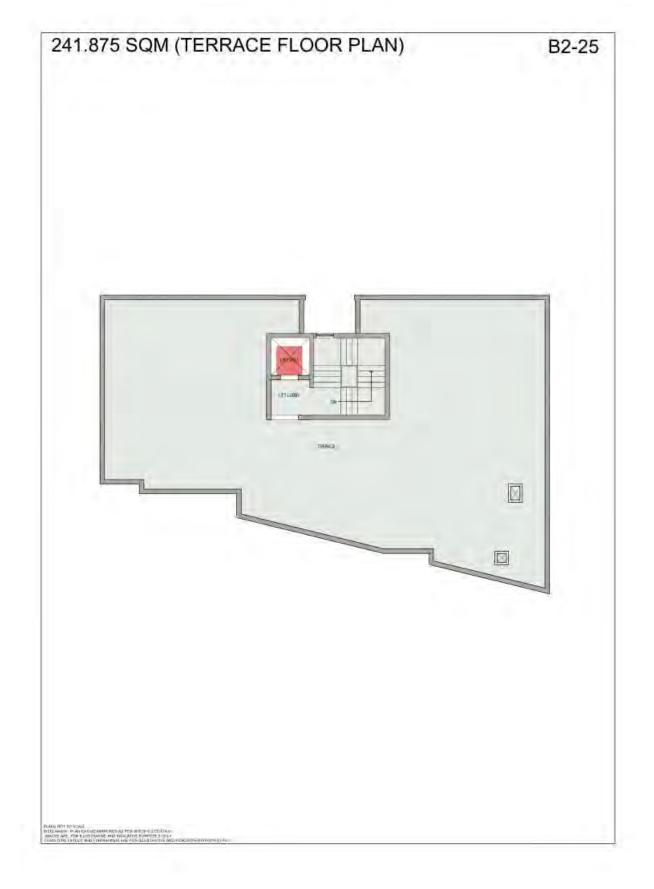
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SCHEDULE – IV FLOOR PLAN



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Second Applicant

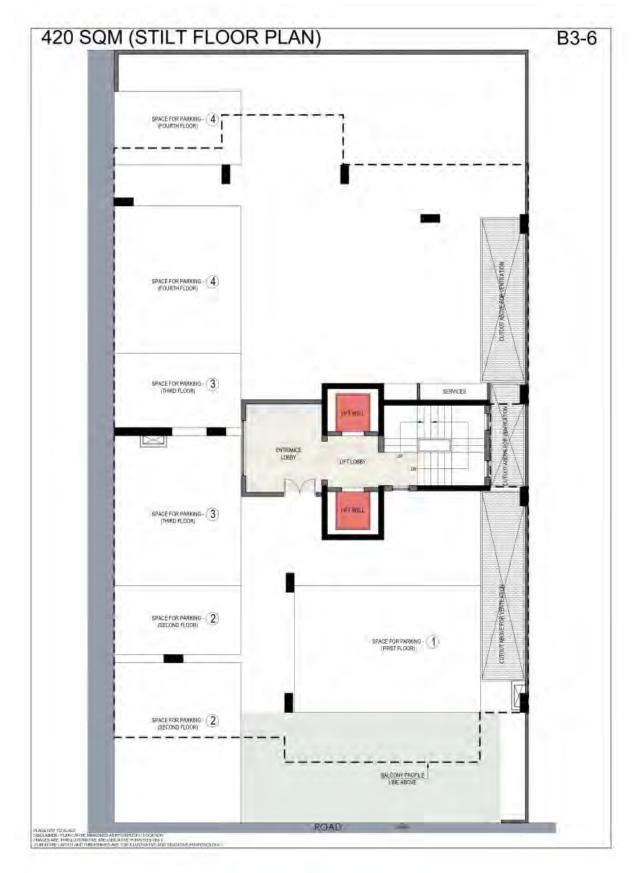


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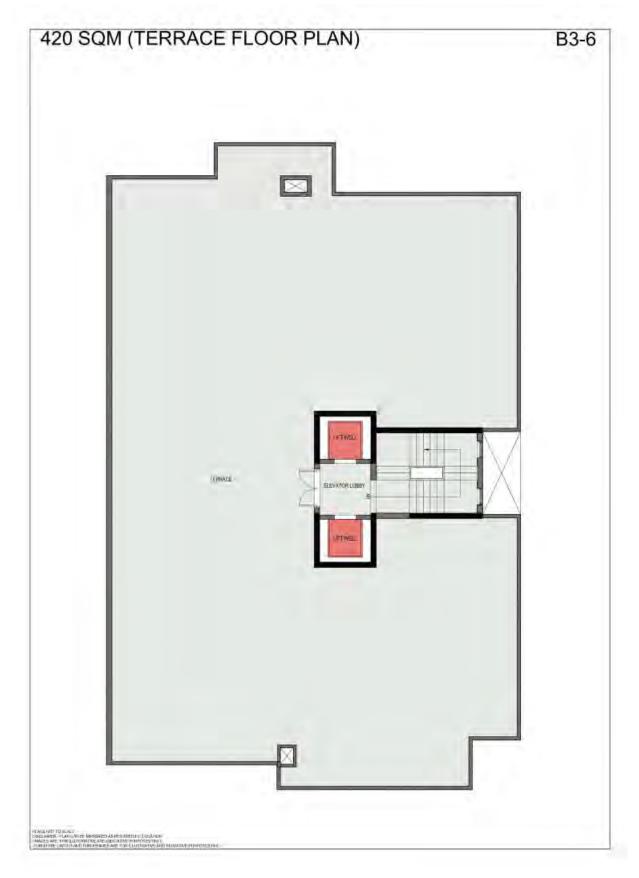
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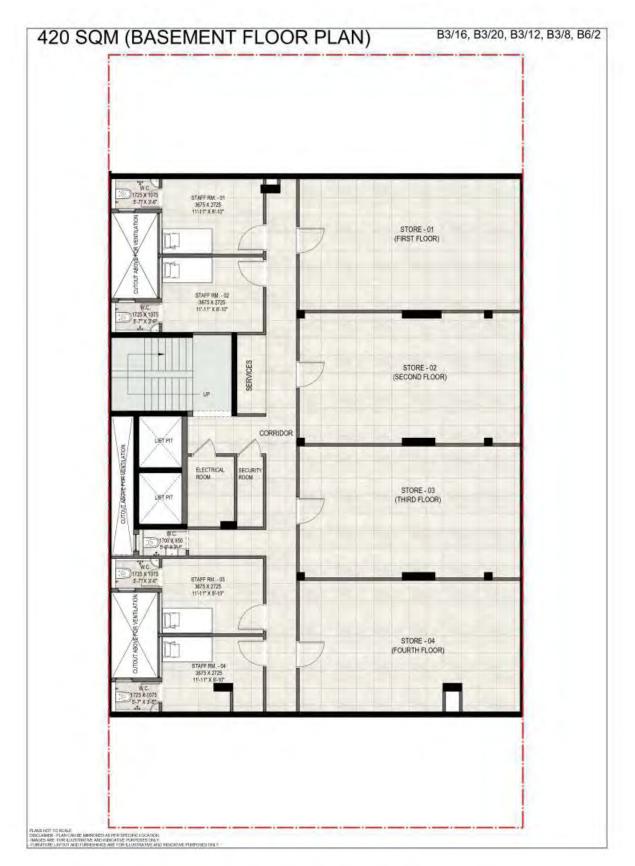
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Third Applicant

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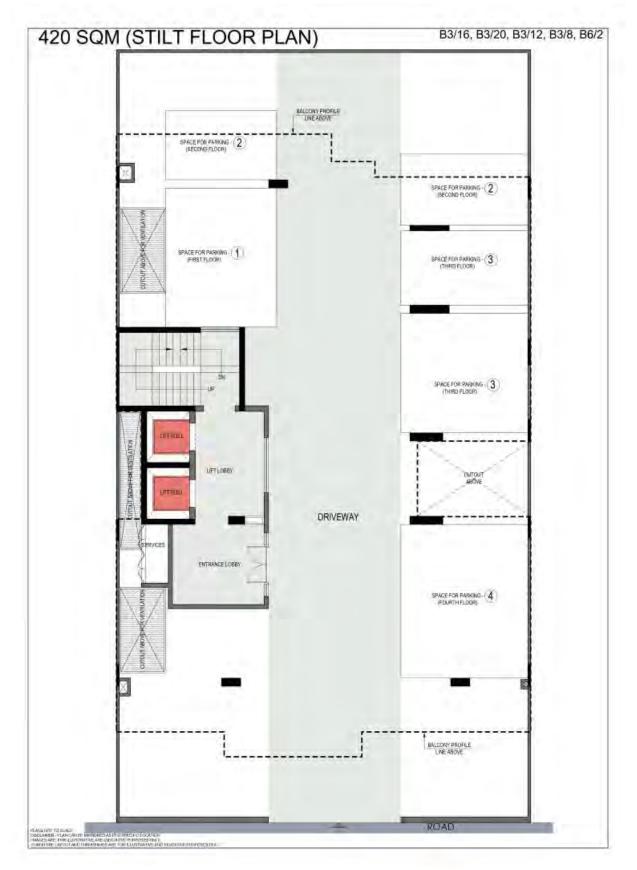


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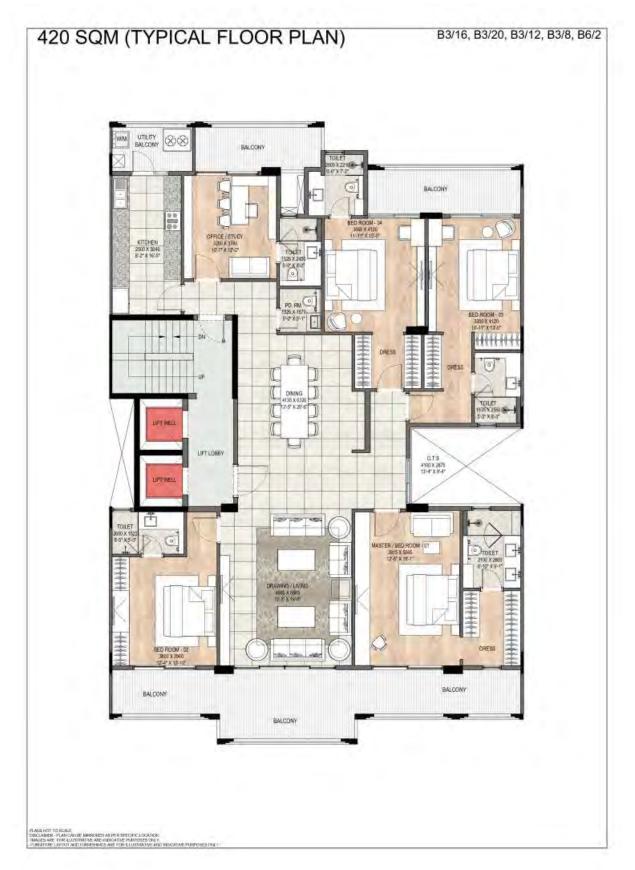
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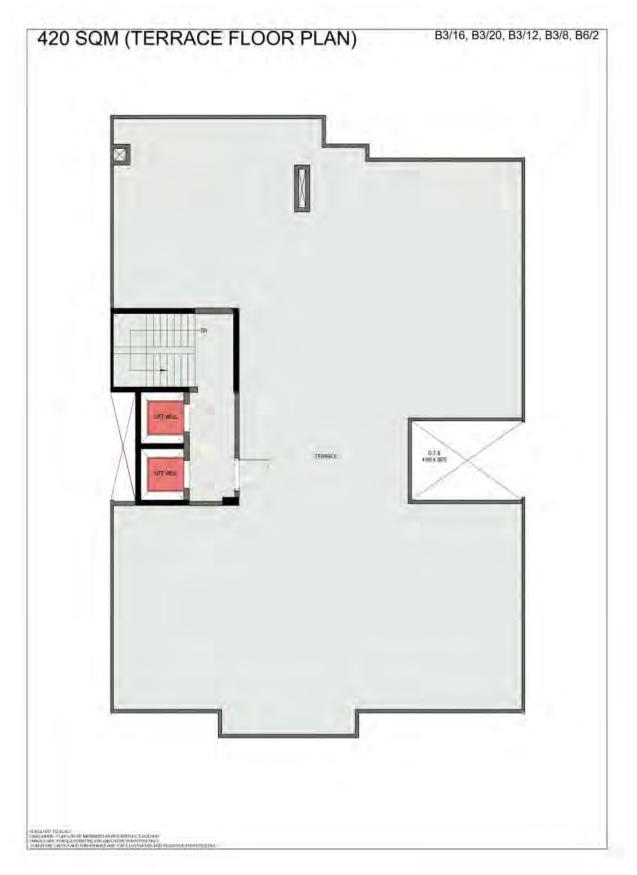
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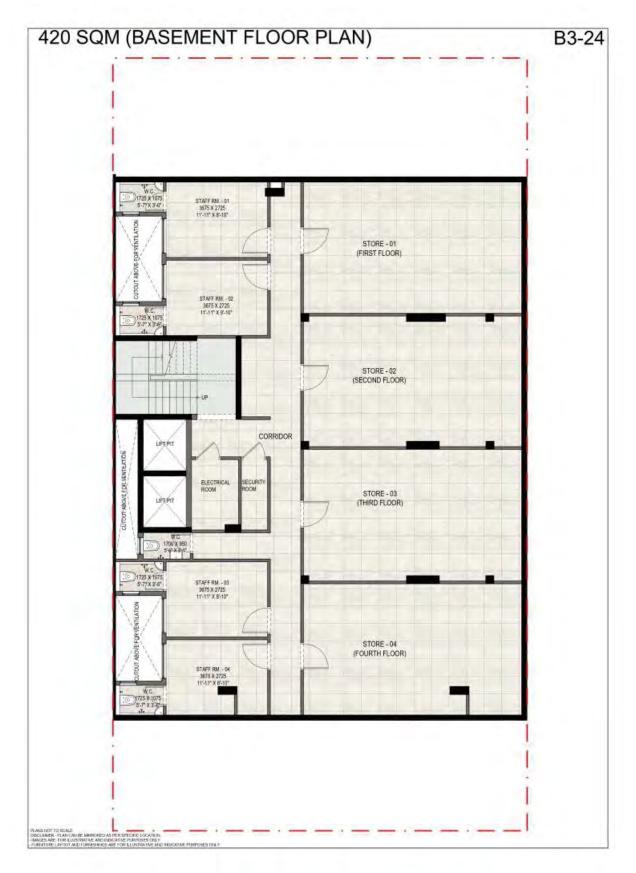
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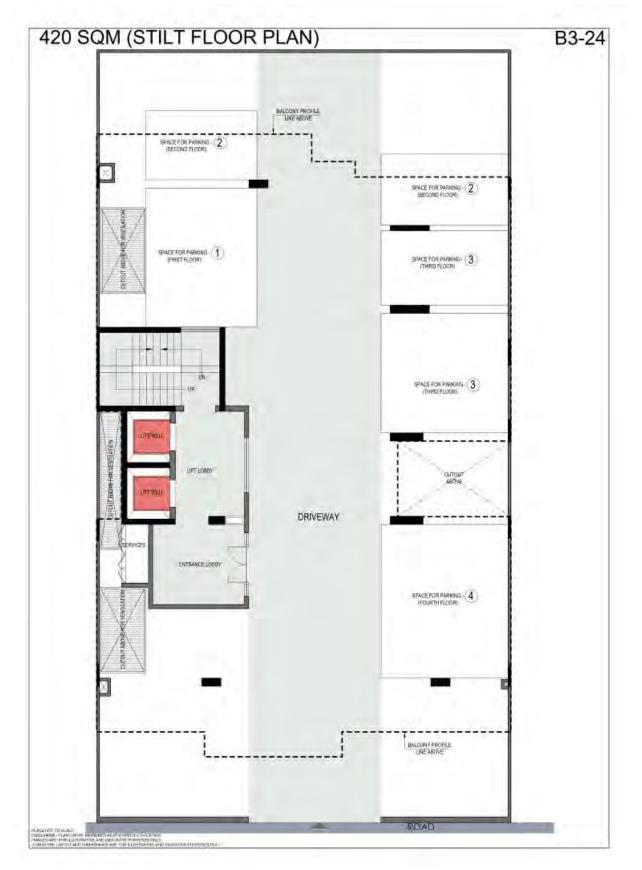
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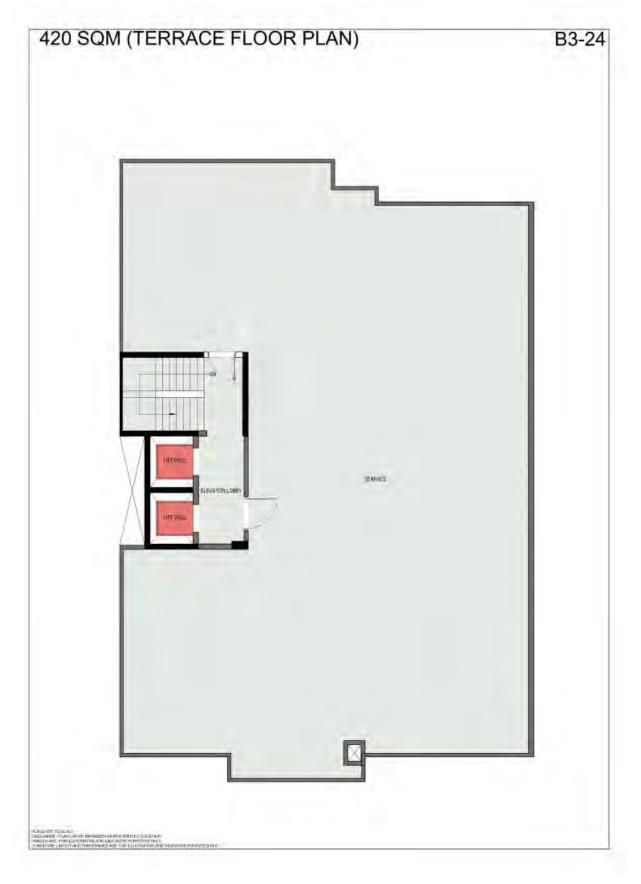
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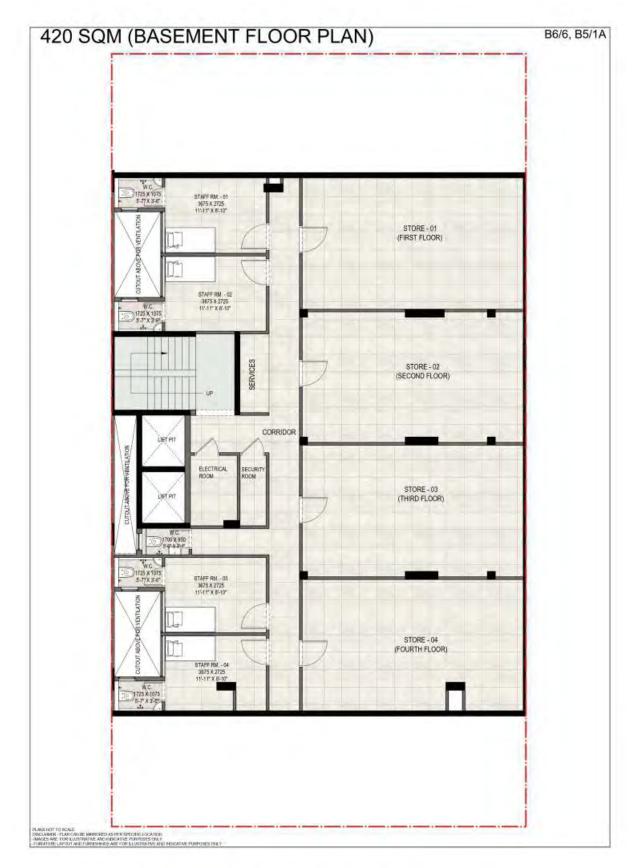
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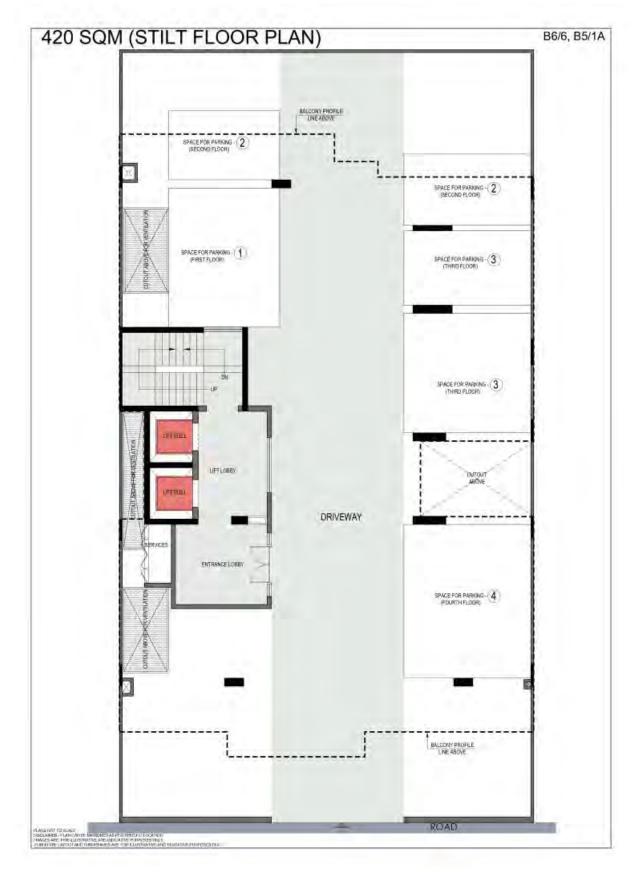
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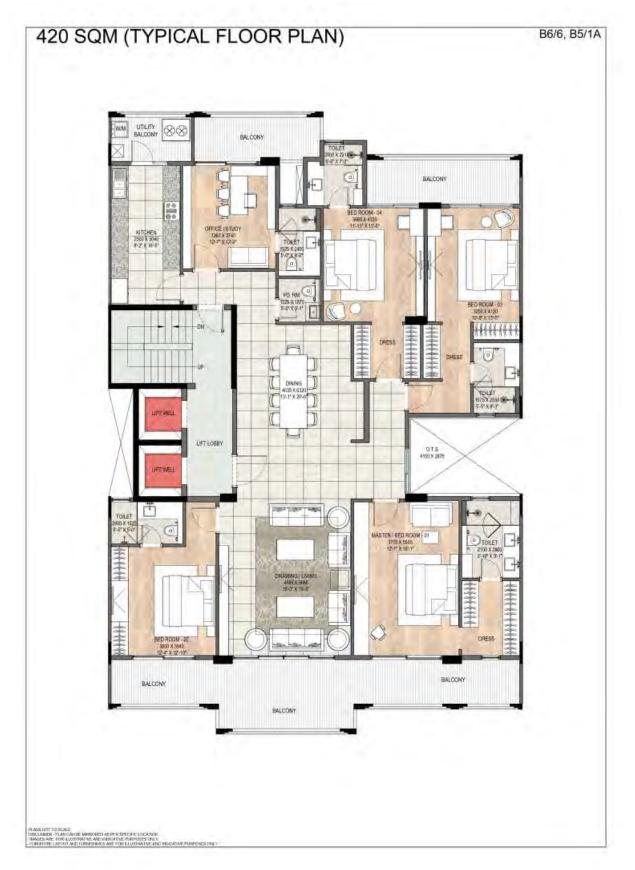
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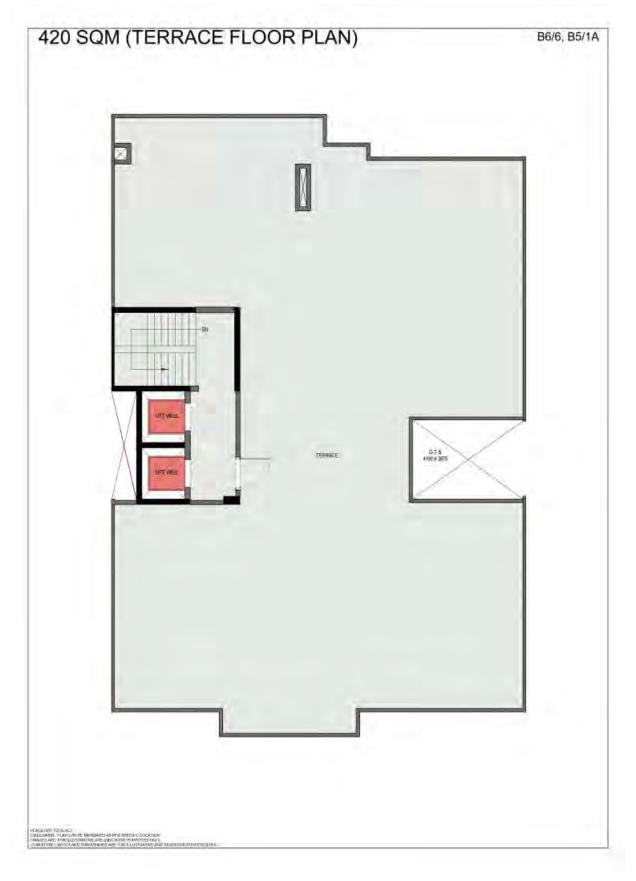


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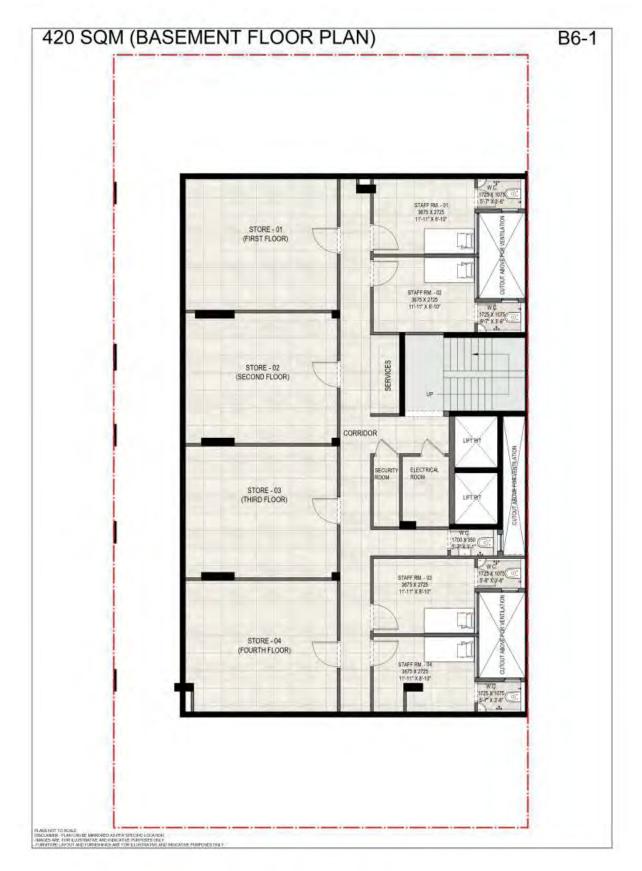


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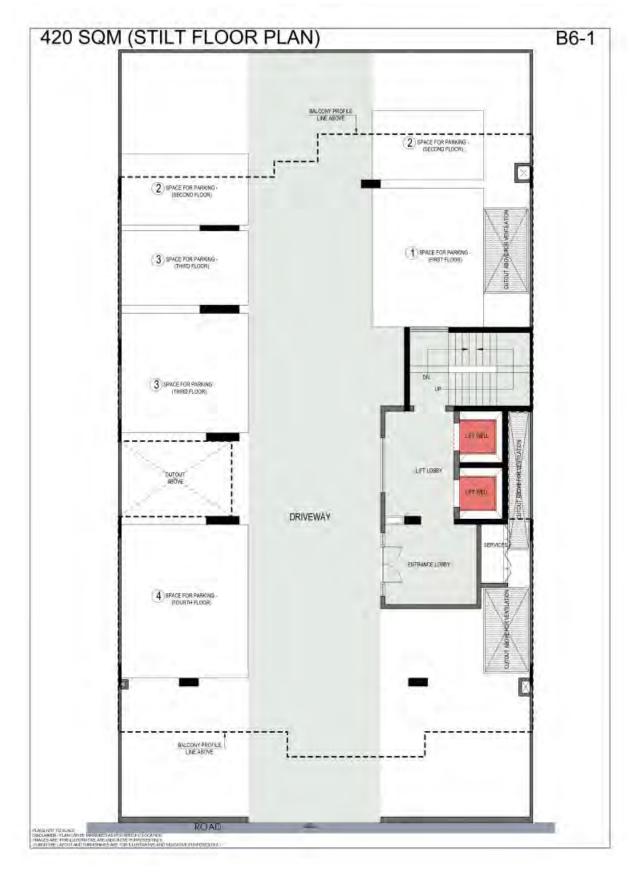
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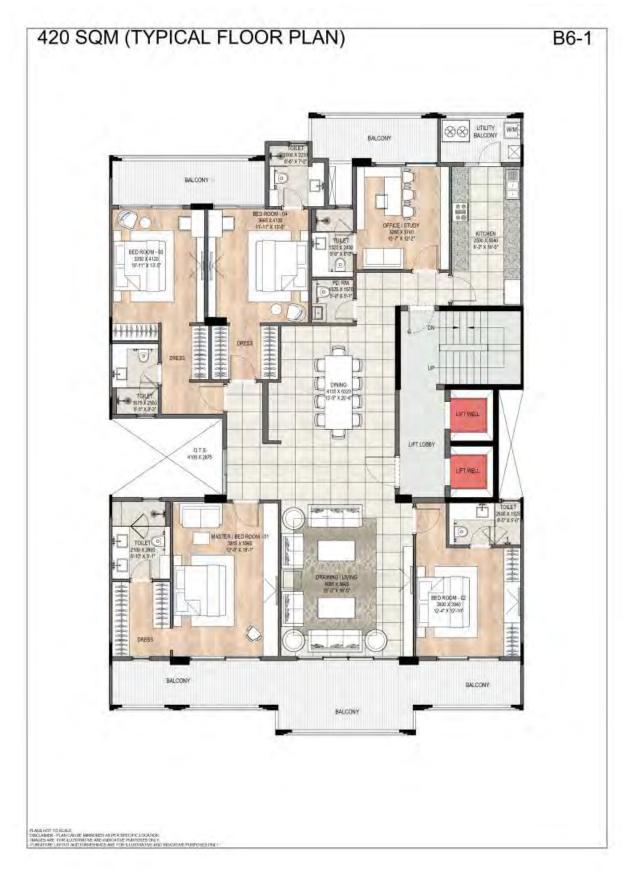


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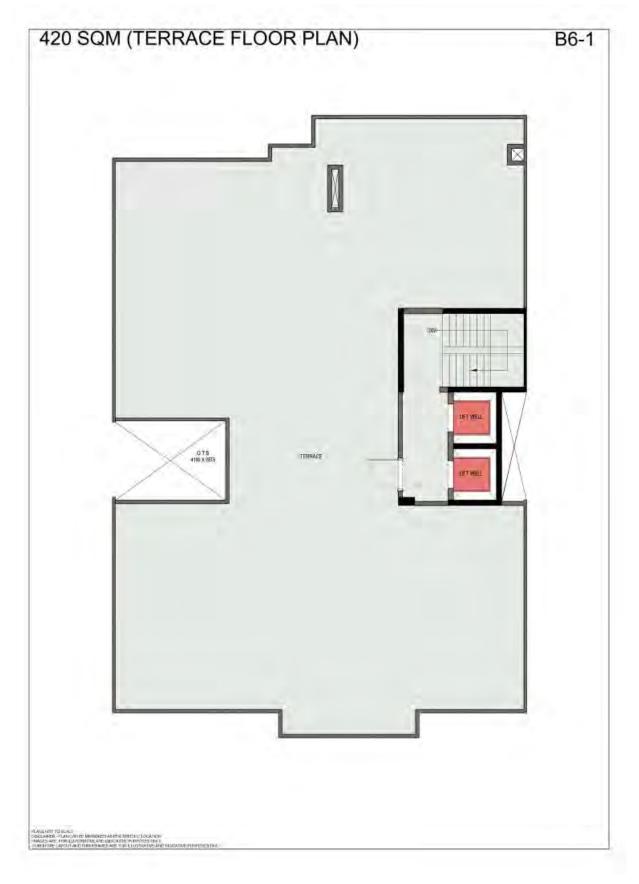
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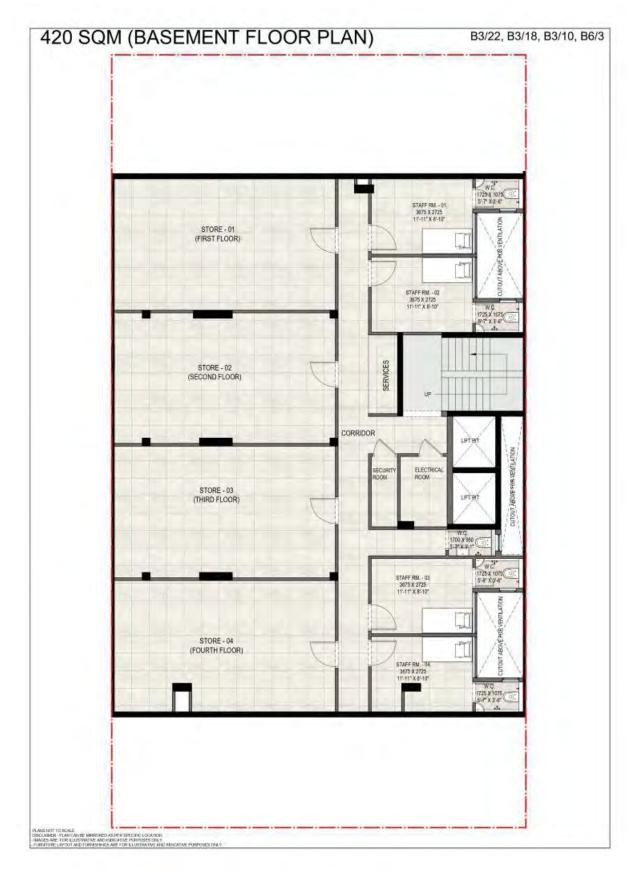


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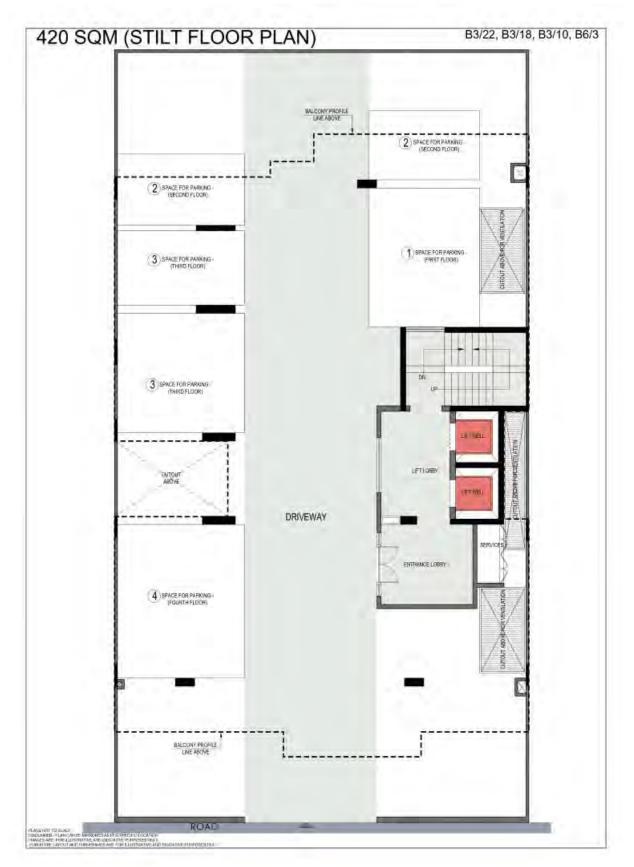
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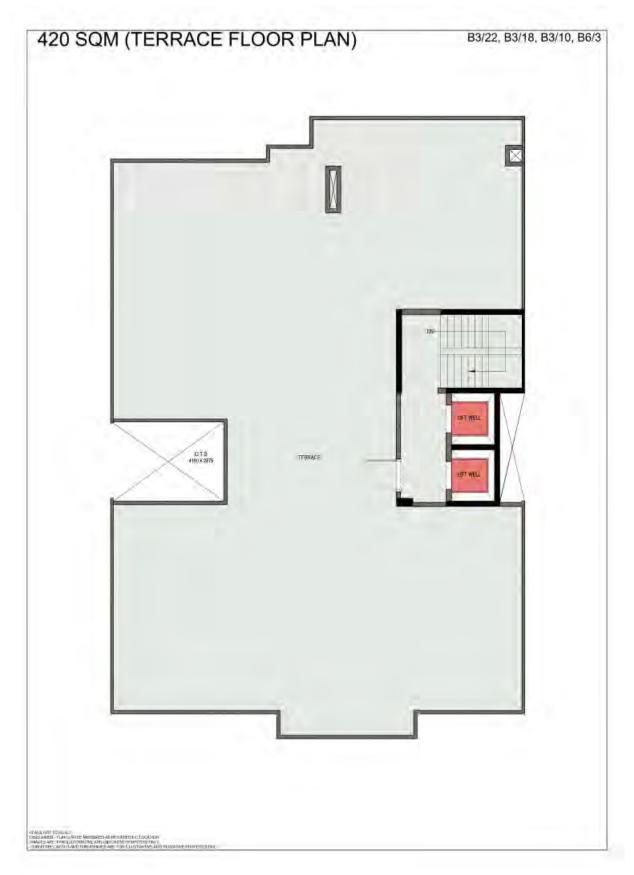
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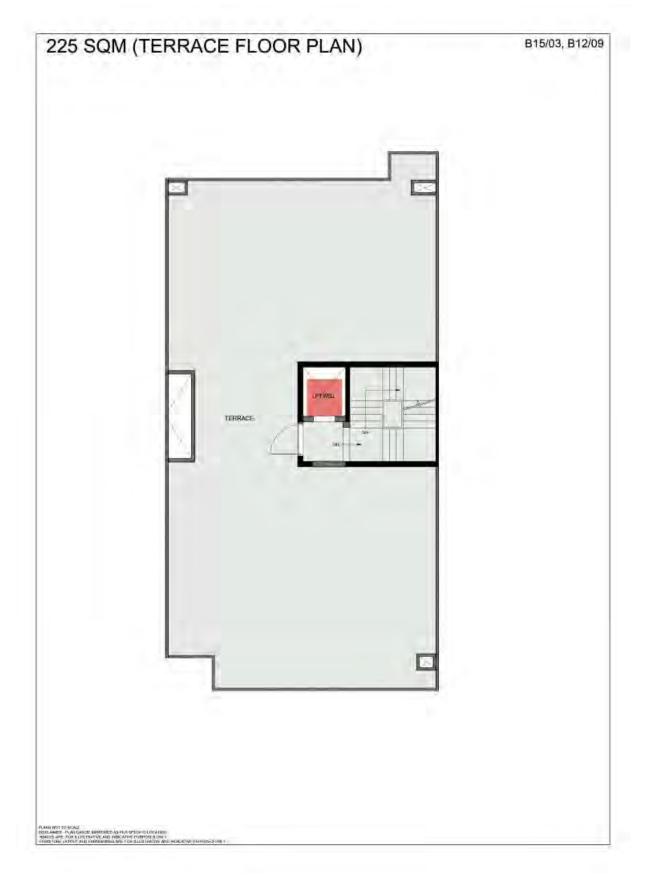
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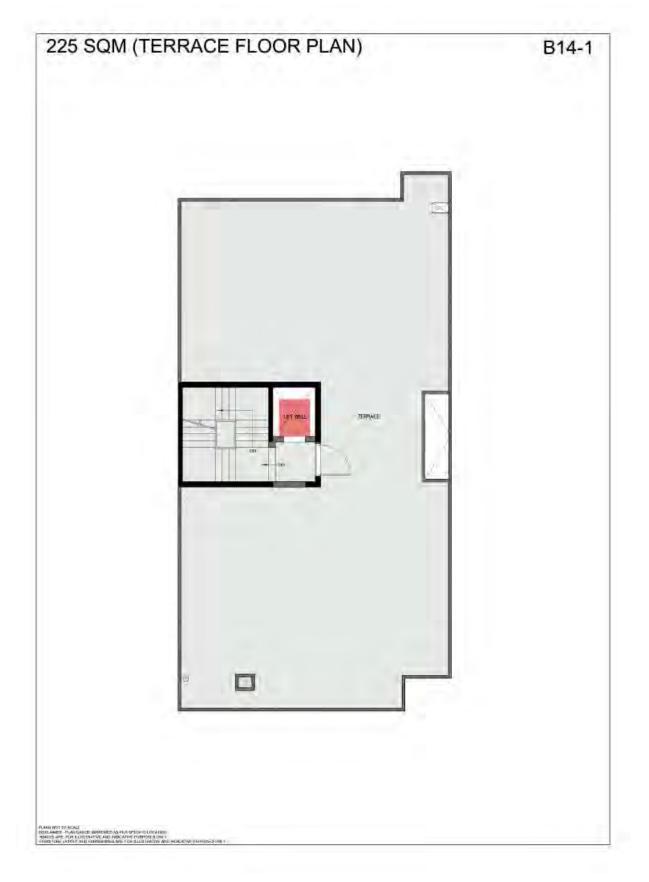
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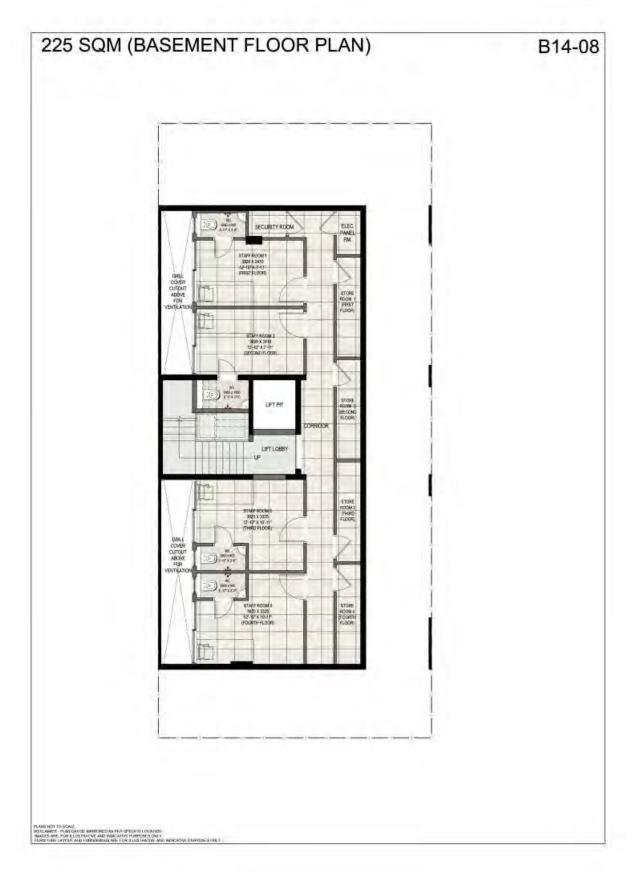
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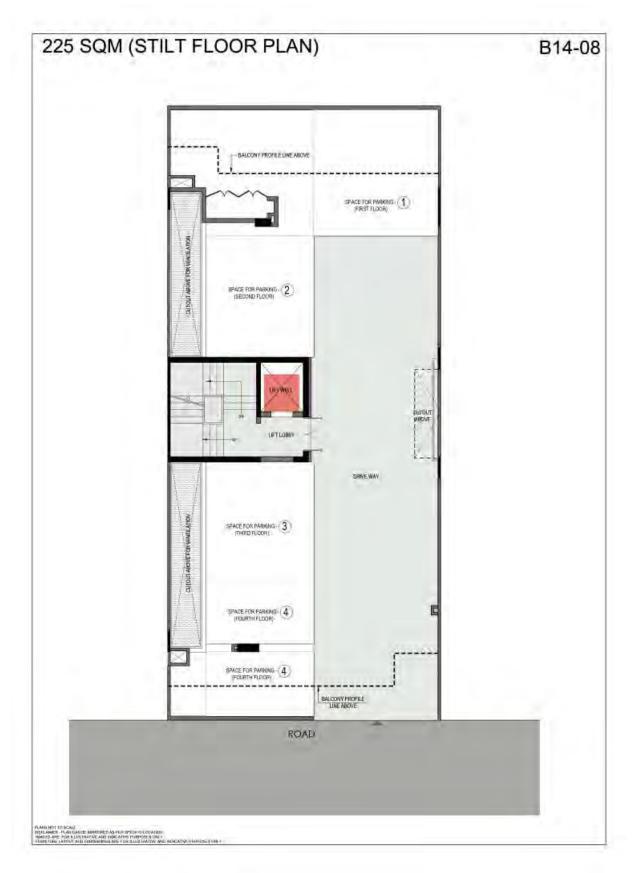
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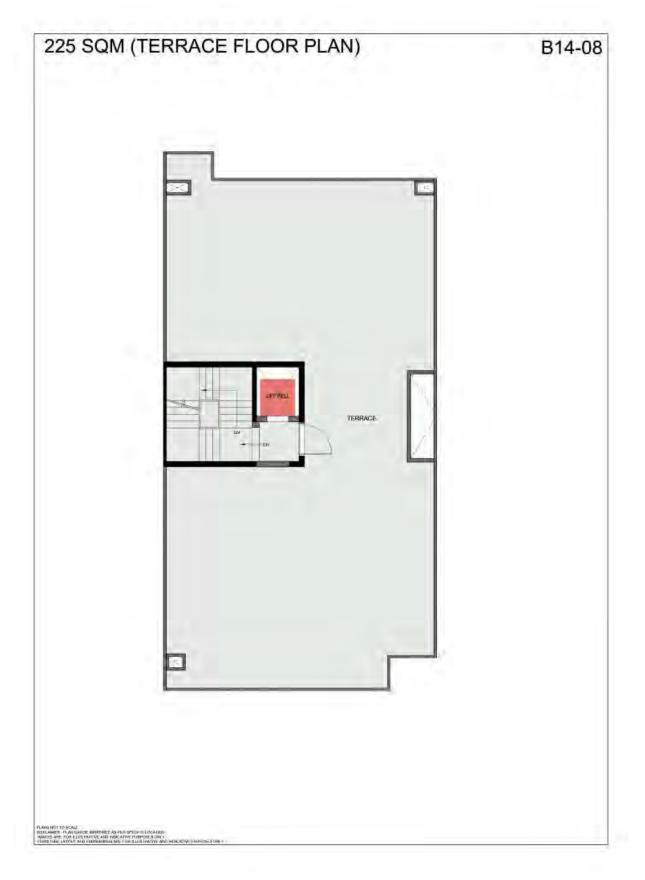


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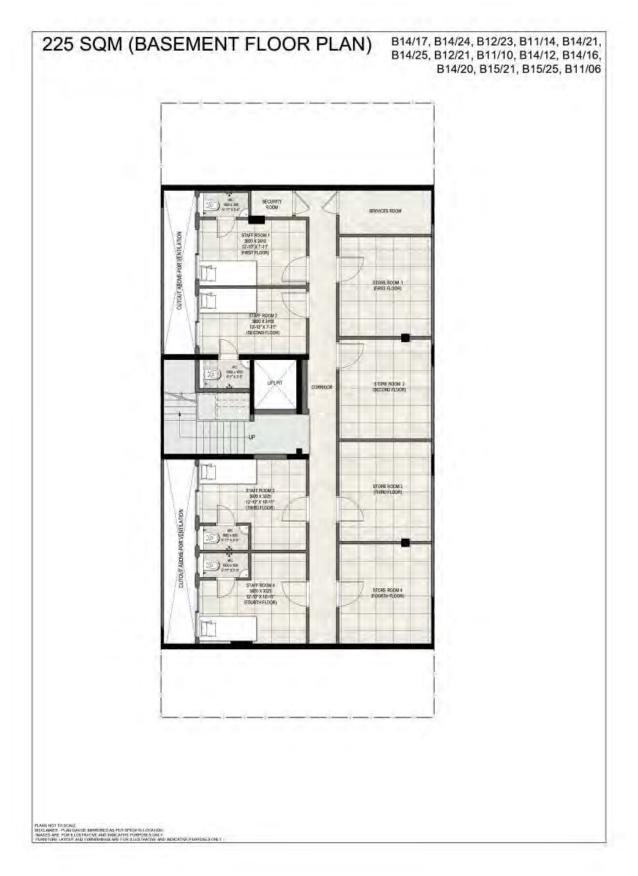
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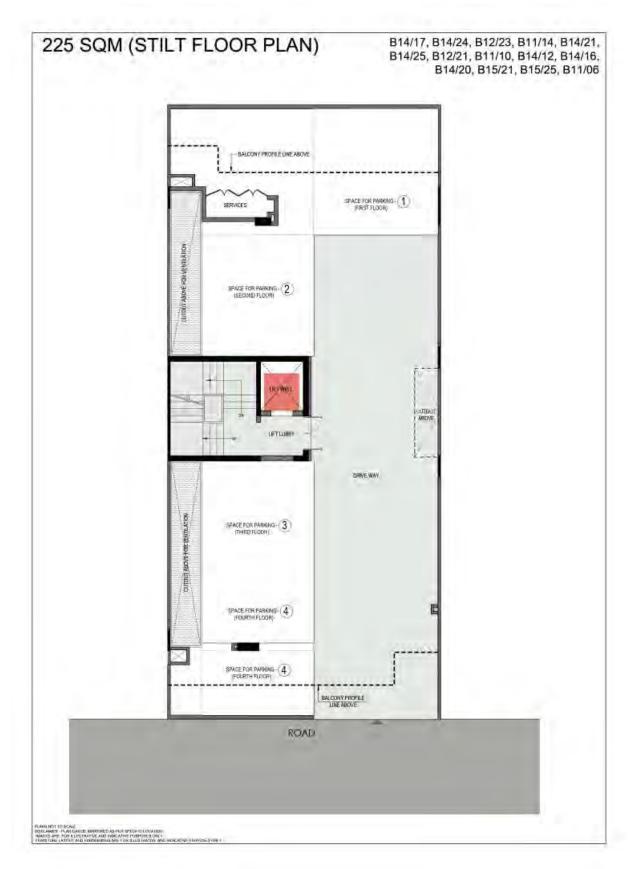
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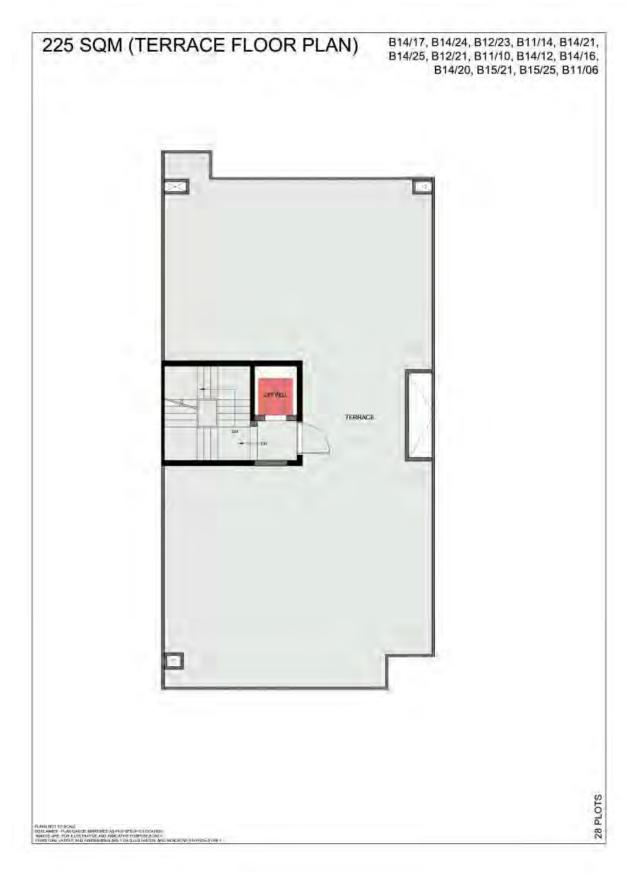
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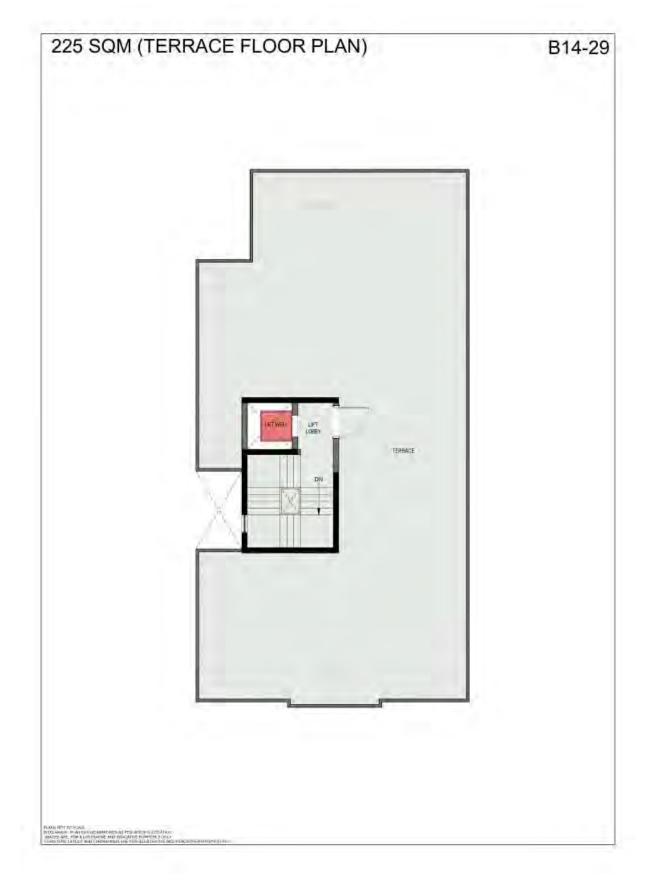
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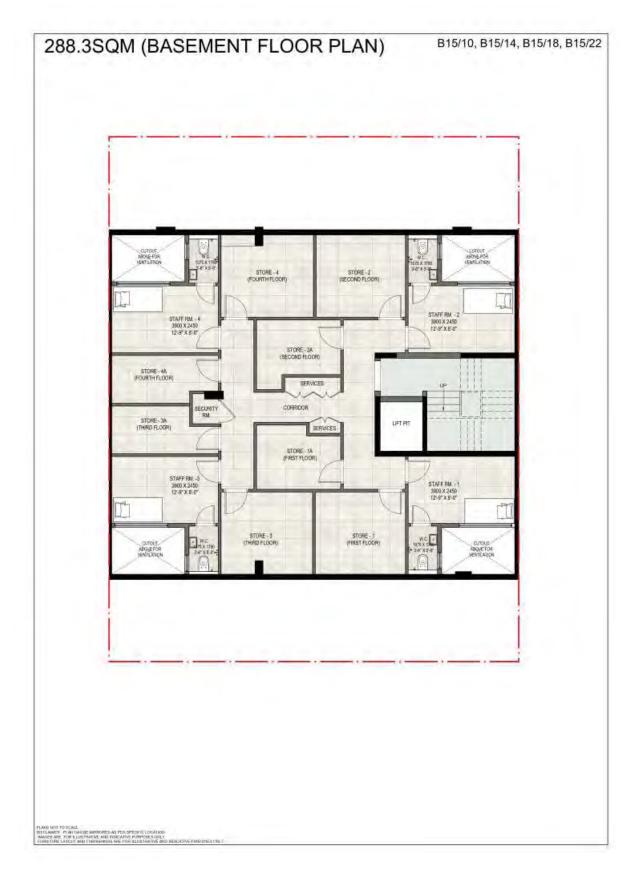
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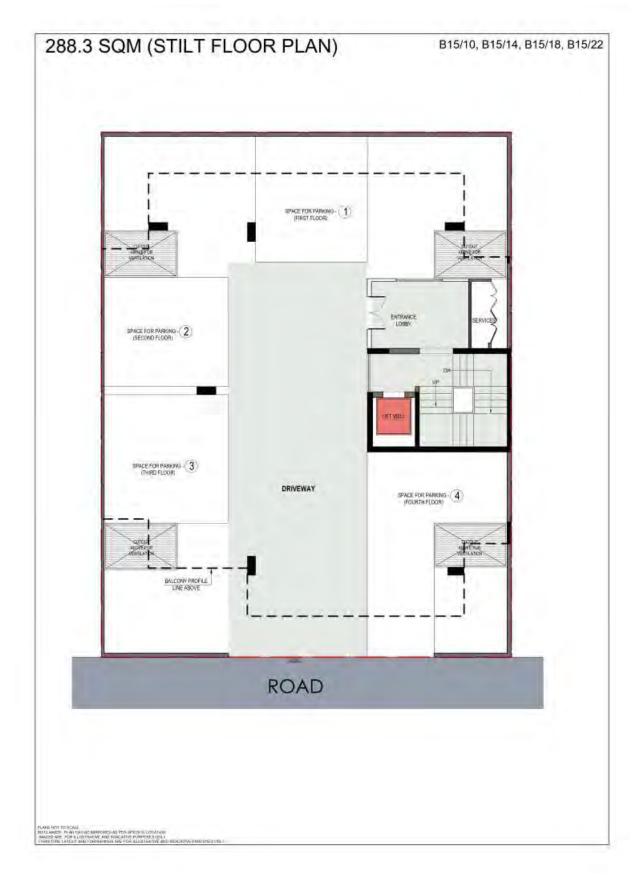
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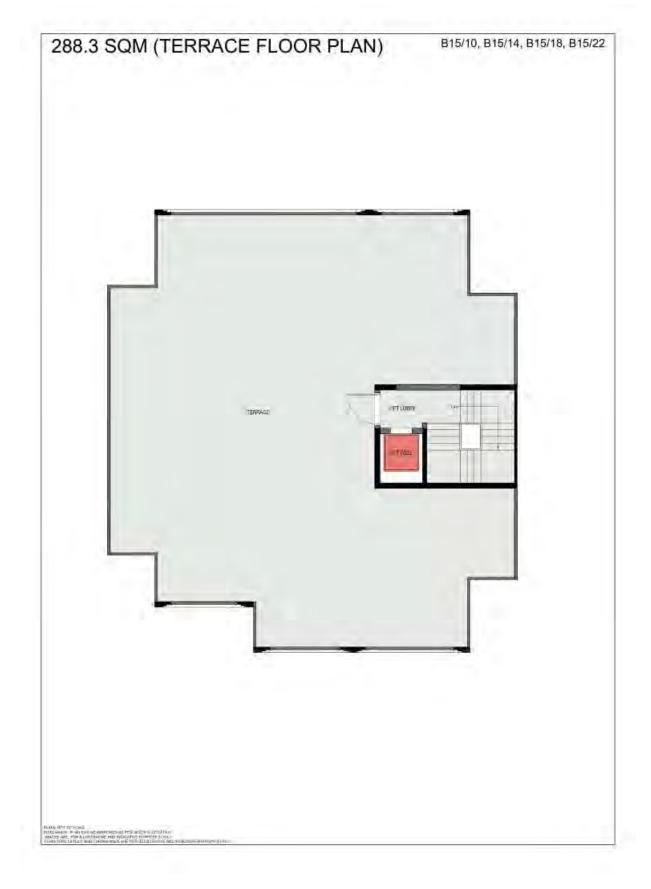


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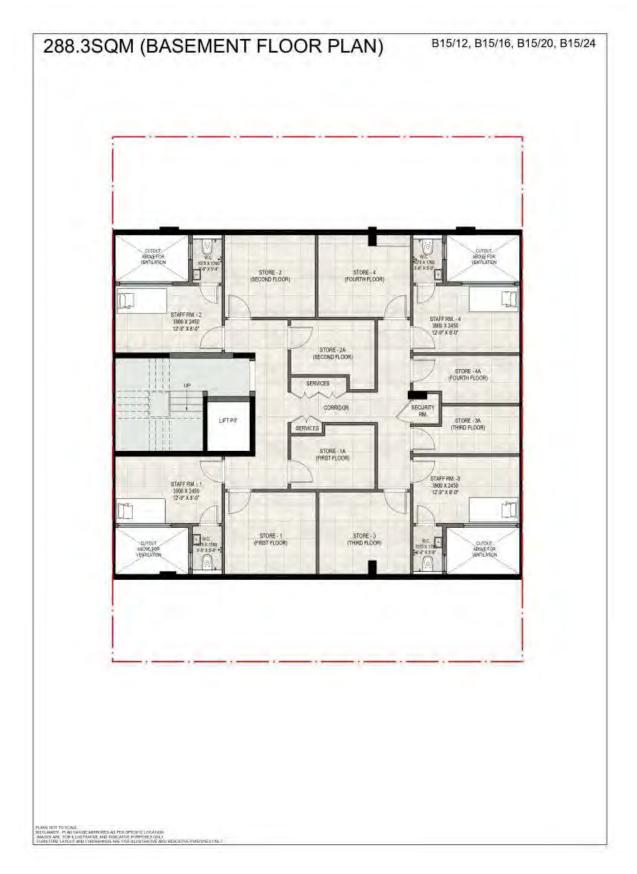
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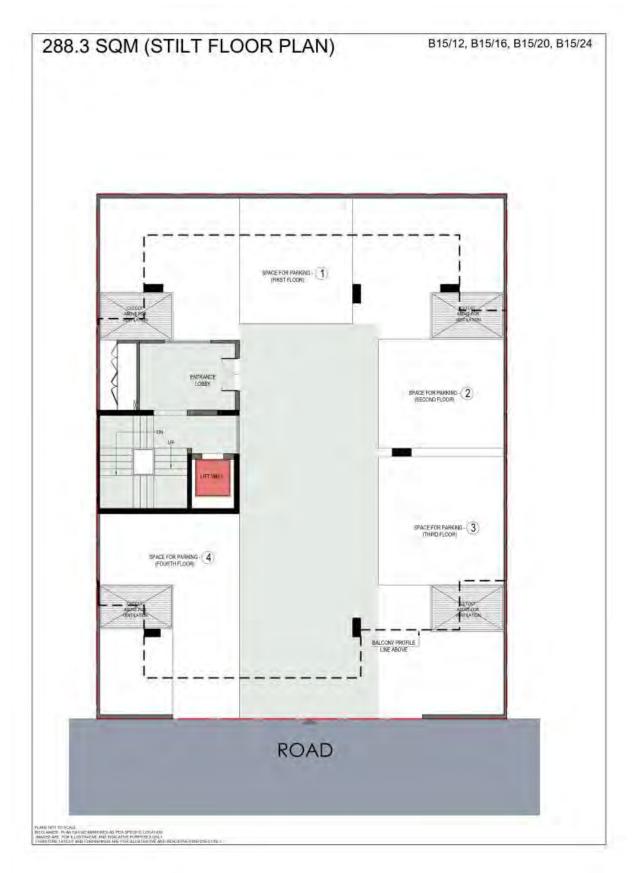
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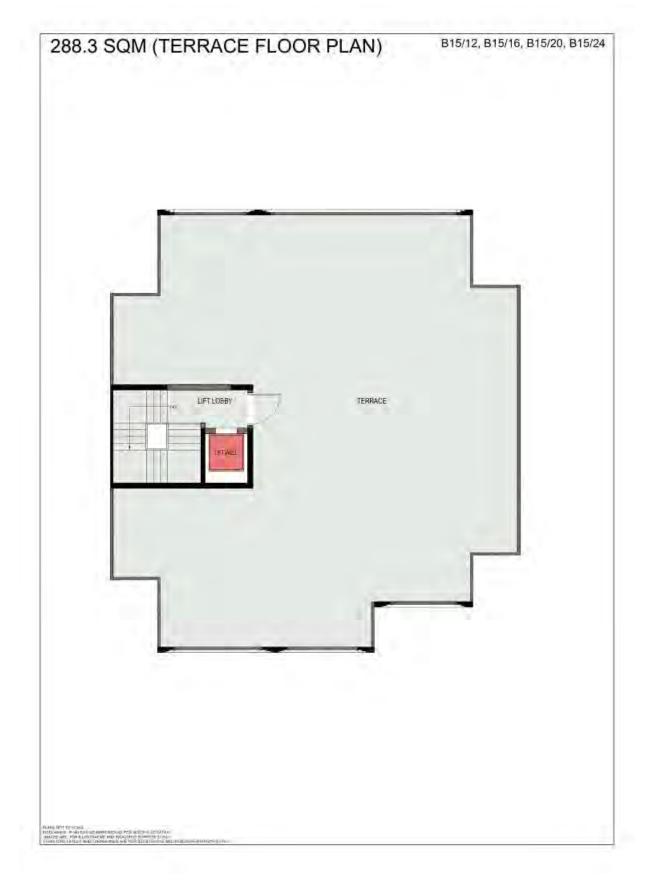
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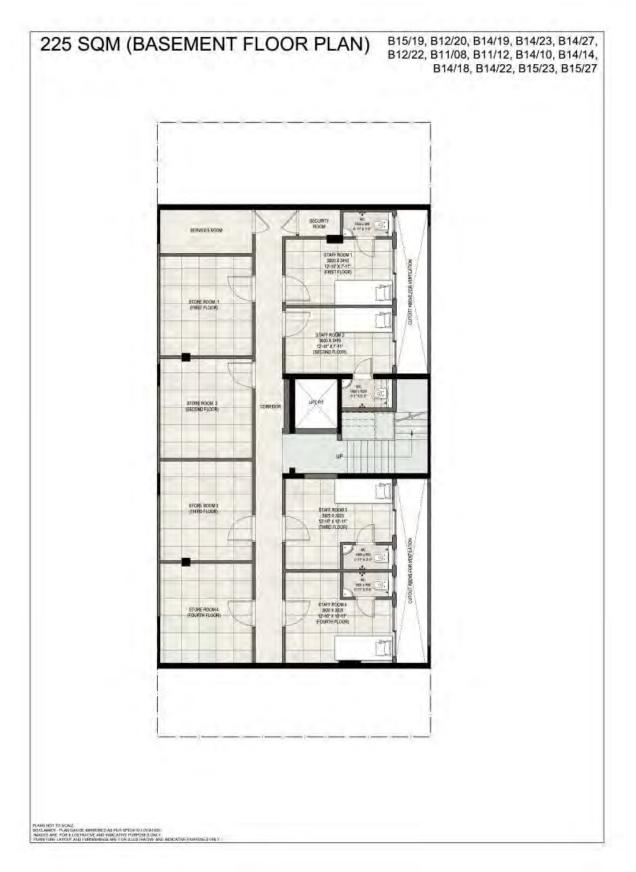
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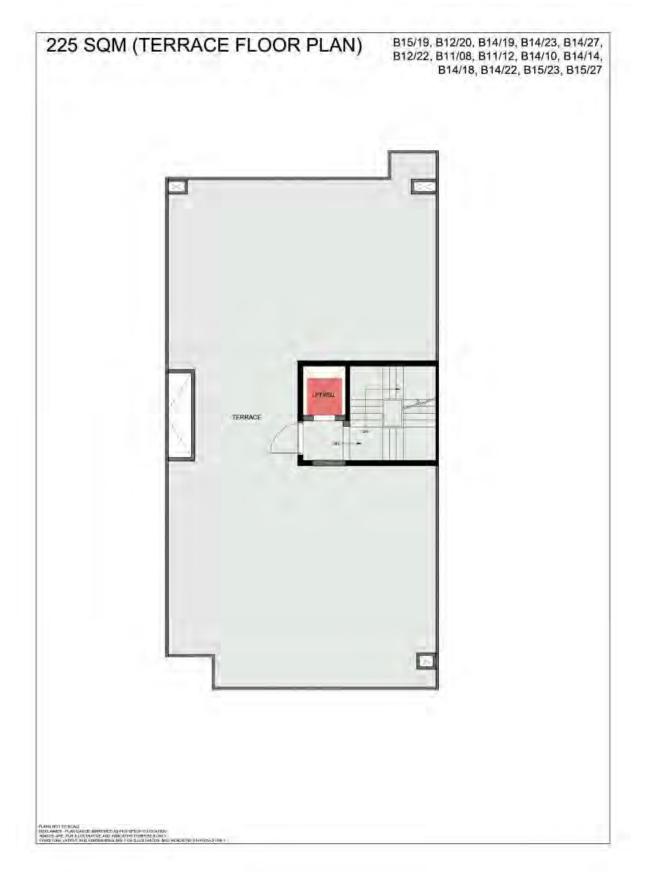
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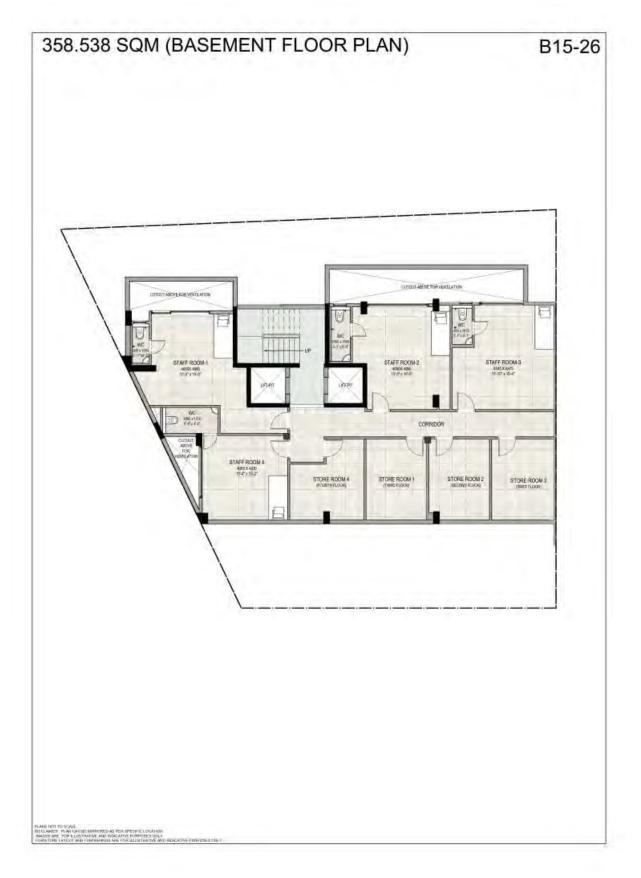
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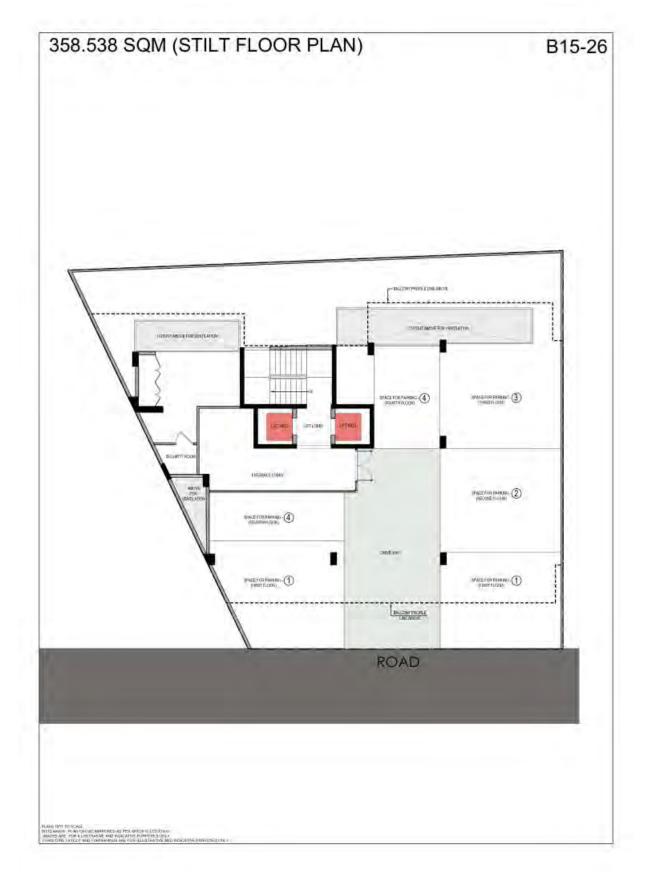
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Second Applicant



Second Applicant

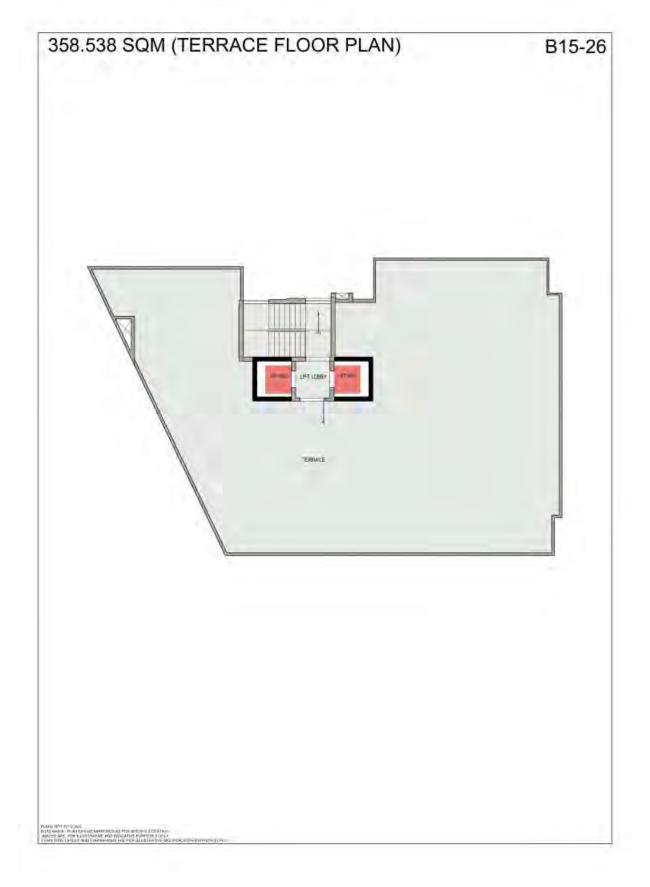
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Second Applicant



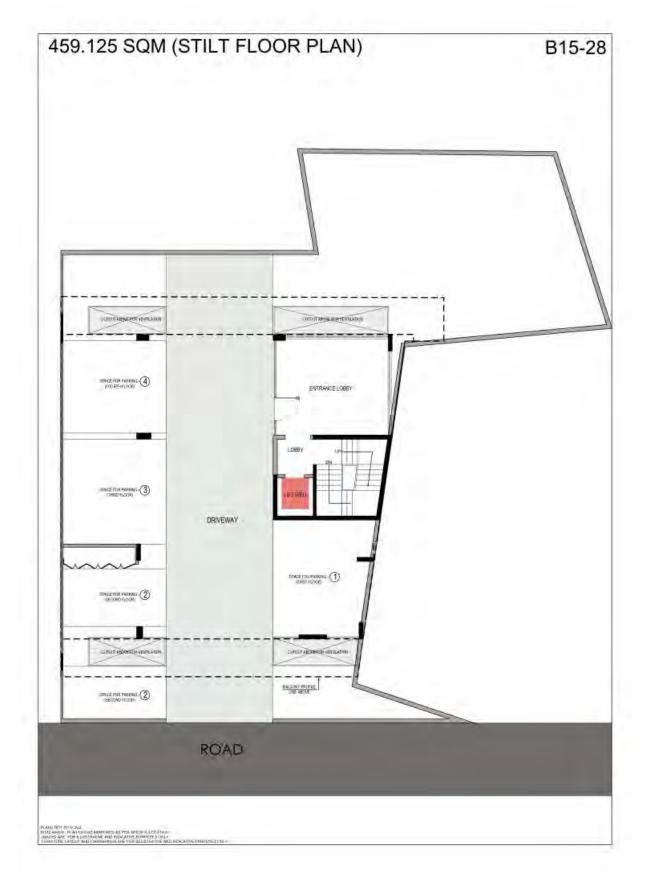
Second Applicant

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Second Applicant

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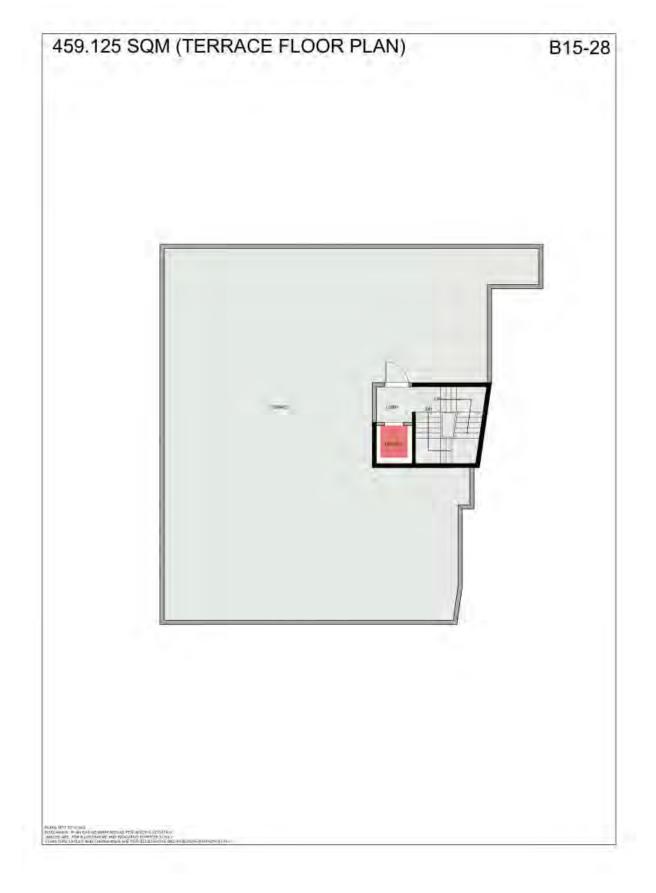
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Second Applicant

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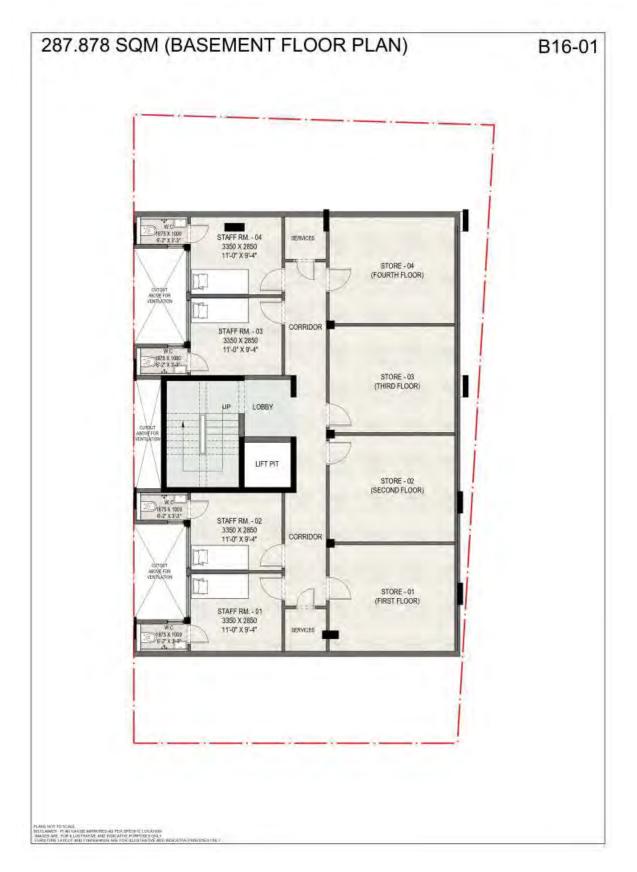
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Second Applicant

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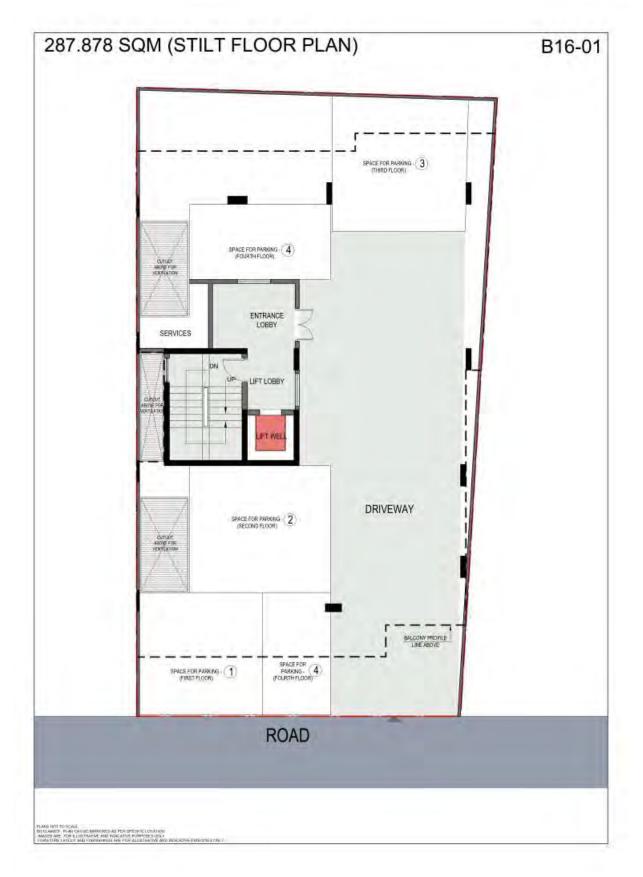
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Second Applicant

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Second Applicant

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Second Applicant

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Second Applicant

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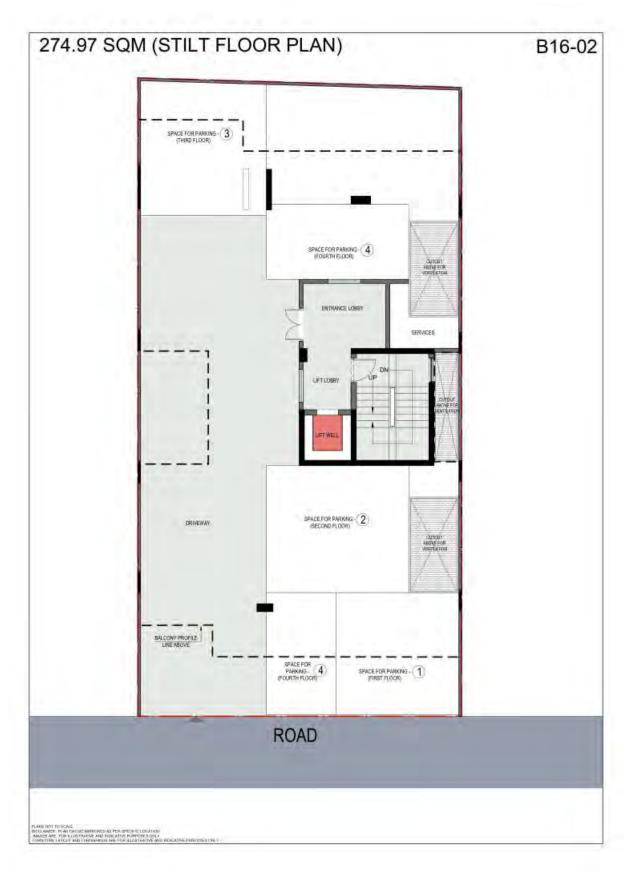
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Second Applicant

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Second Applicant

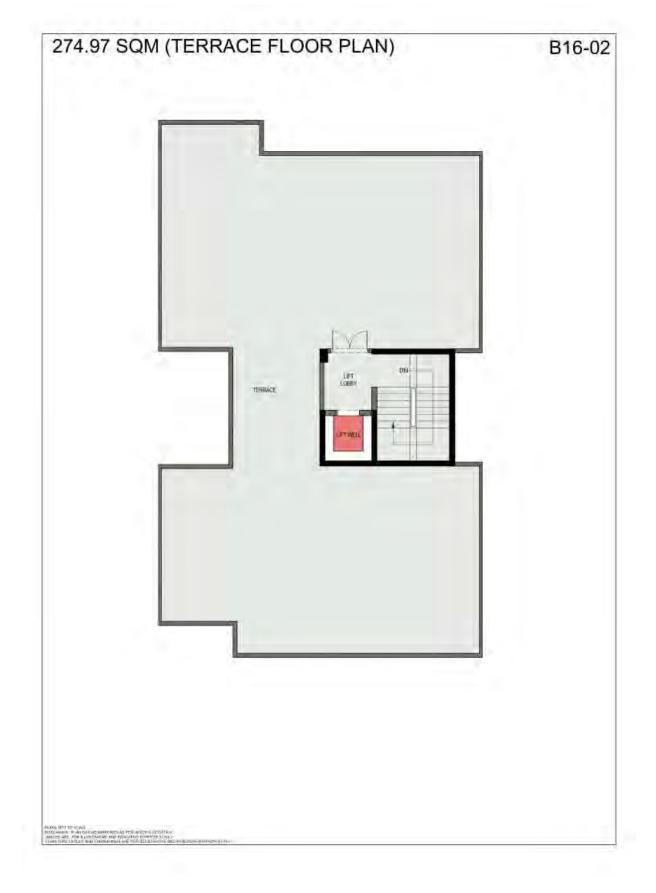
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Second Applicant

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Second Applicant

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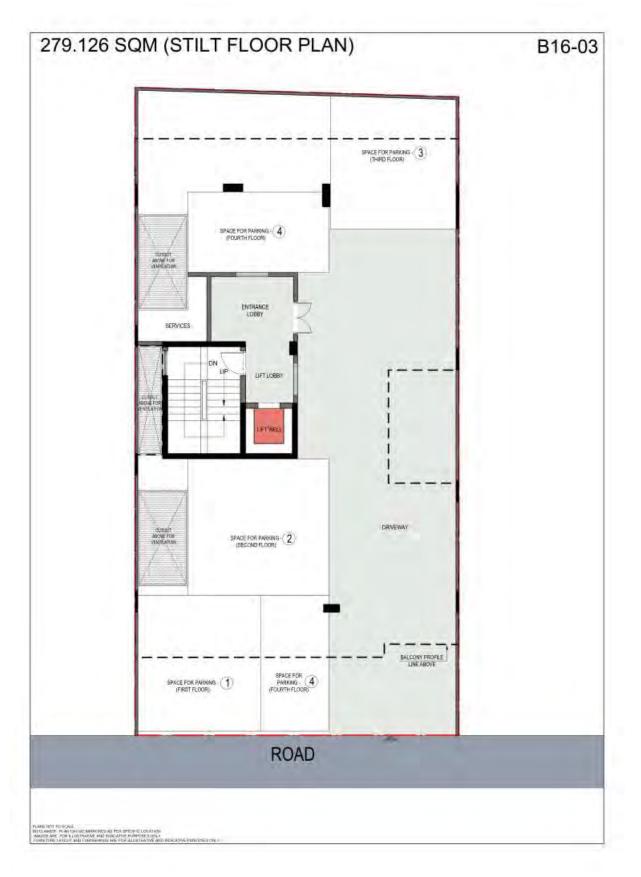
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Second Applicant

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Second Applicant

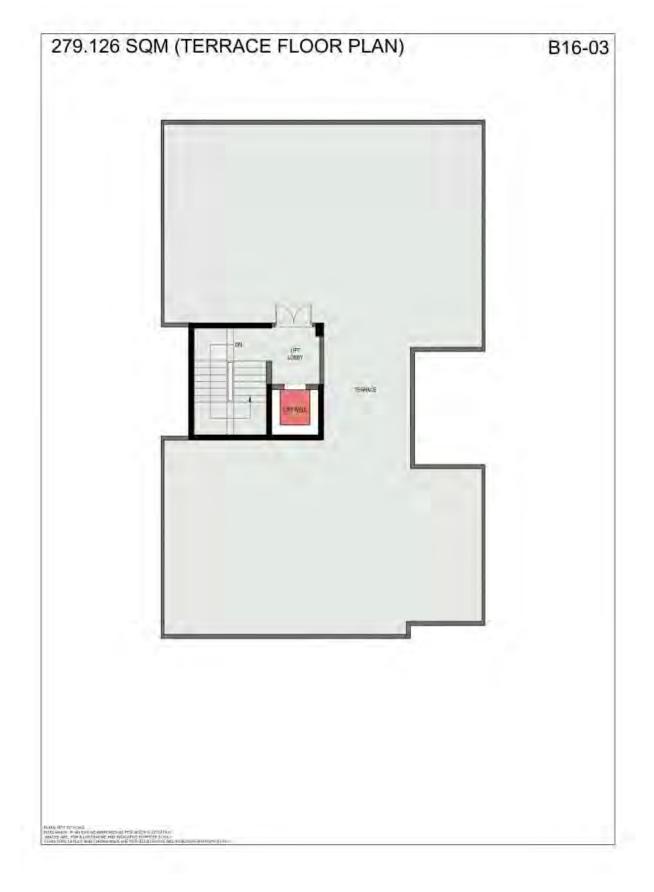
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Second Applicant

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Second Applicant

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Second Applicant

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Second Applicant

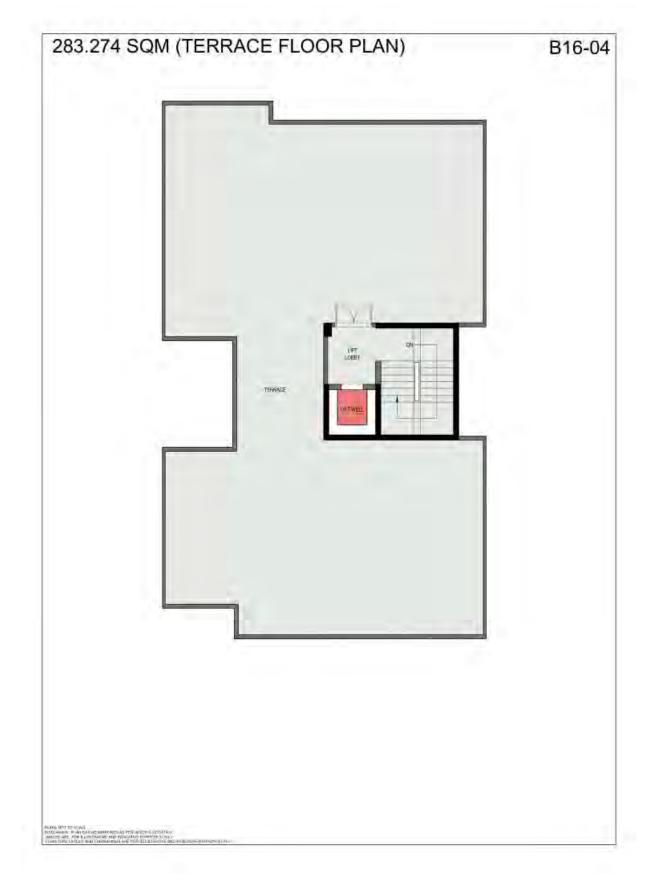
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Second Applicant

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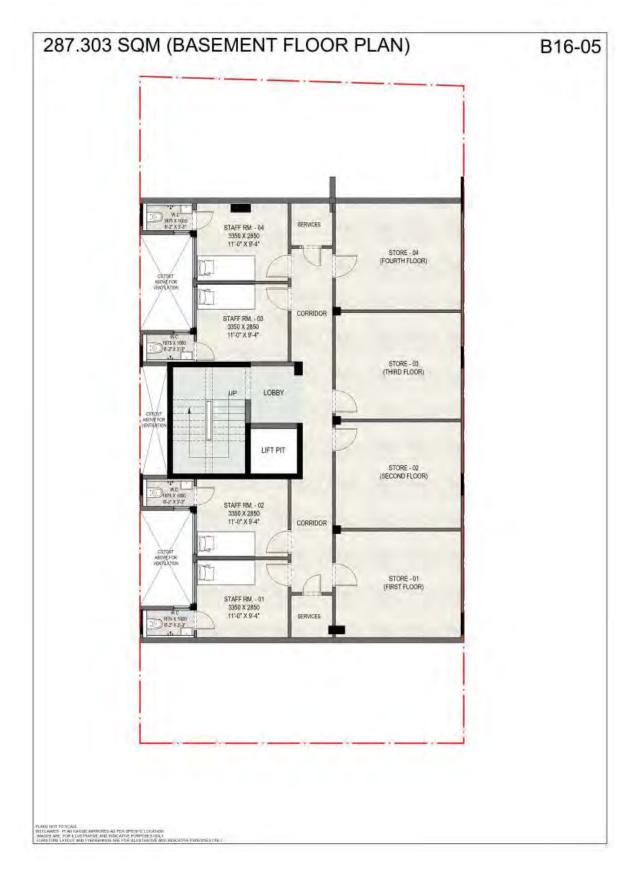


X\_\_\_\_\_Sole/First Applicant

Second Applicant

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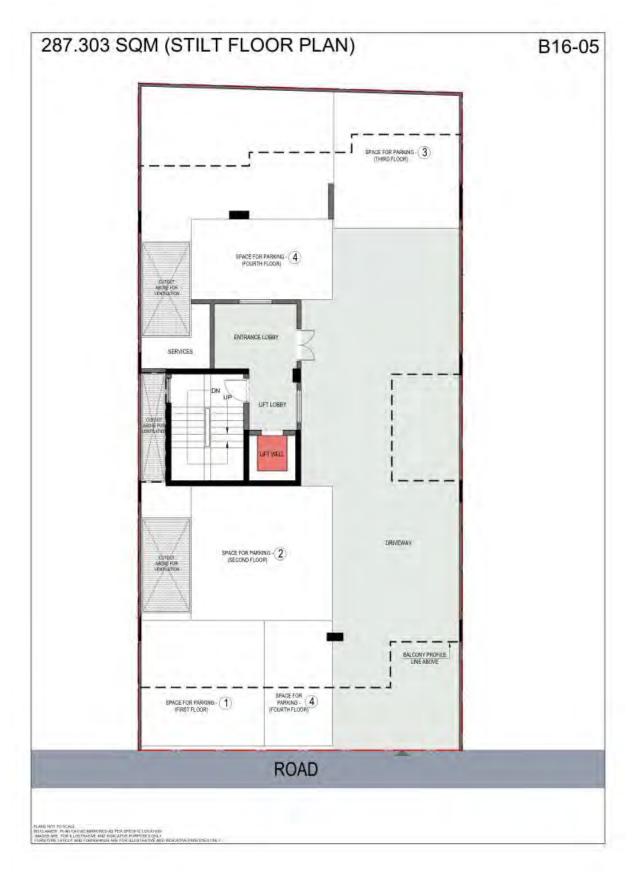
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Second Applicant

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Sole/First Applicant

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Second Applicant

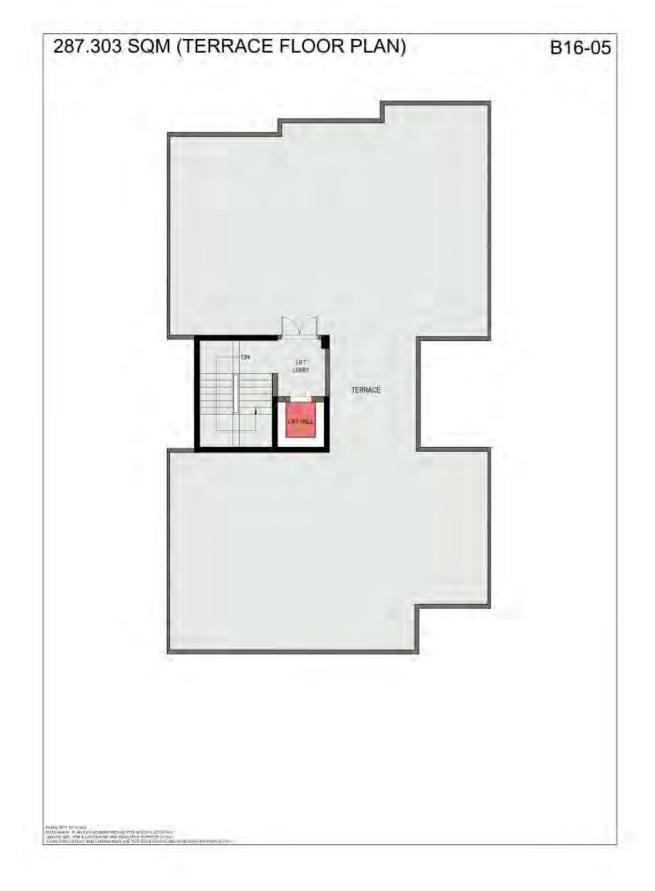
Third Applicant

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Second Applicant

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Second Applicant

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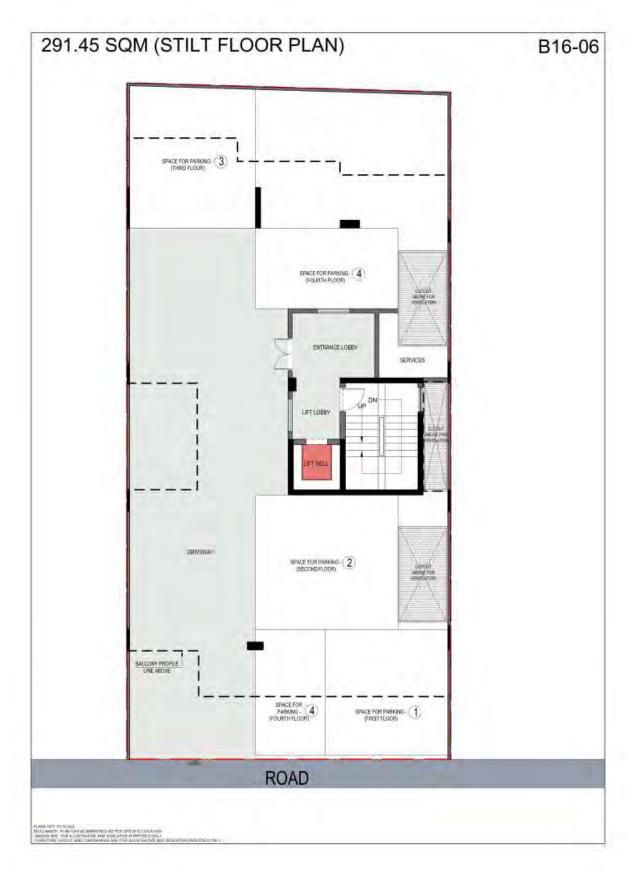
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Second Applicant

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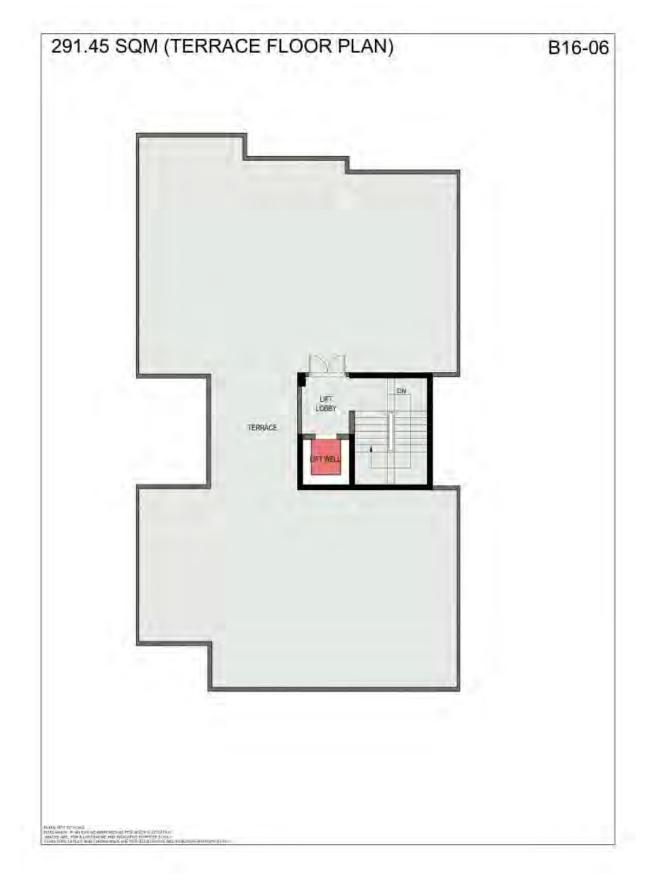




Second Applicant

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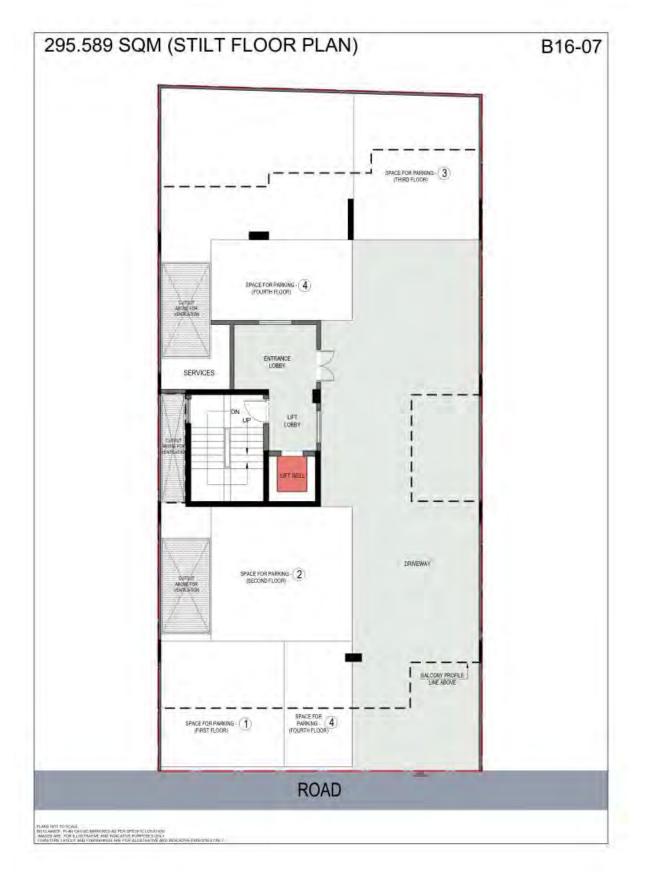
Second Applicant

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Sole/First Applicant

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Second Applicant

Third Applicant

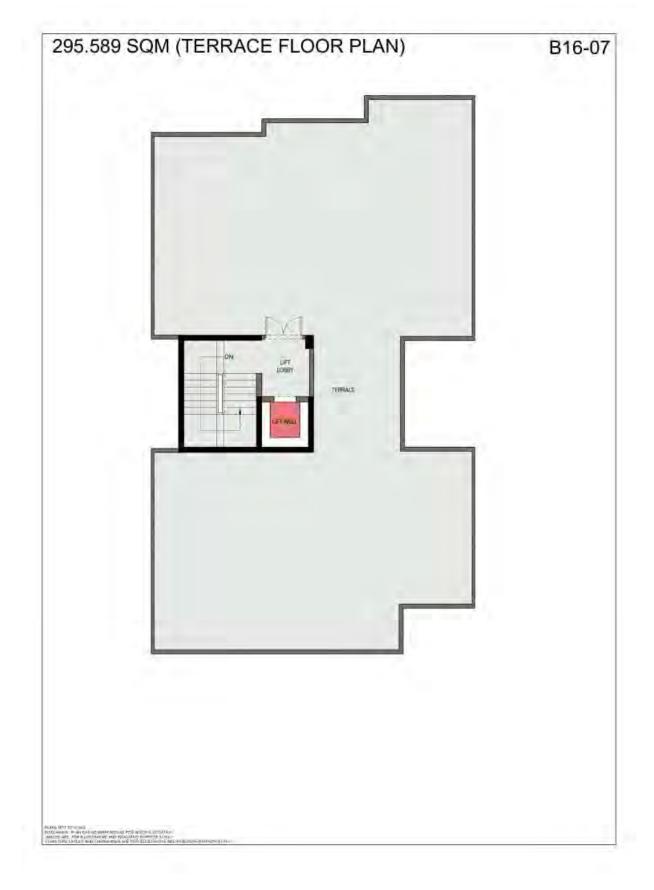
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Second Applicant

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Second Applicant

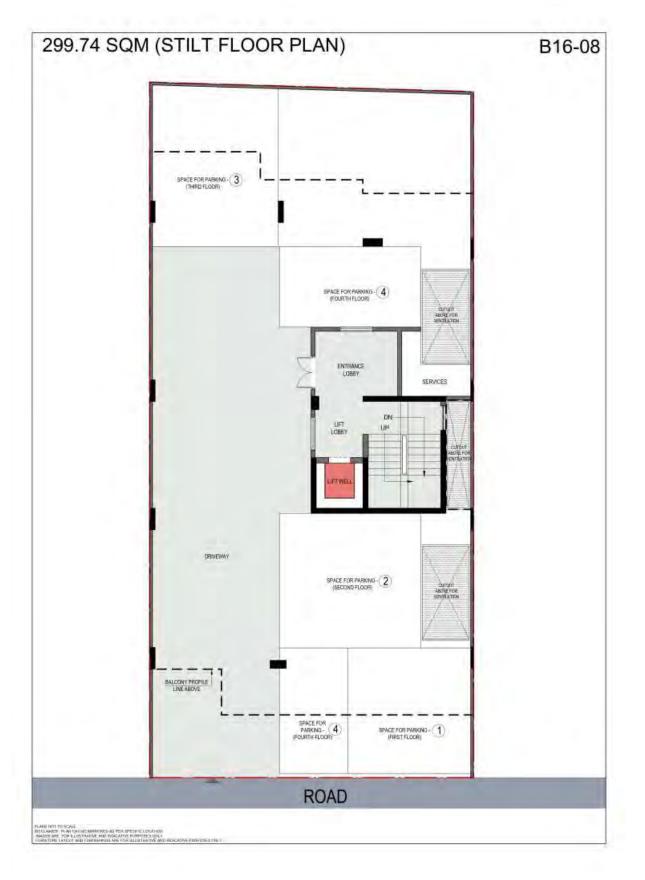
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Second Applicant

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Second Applicant

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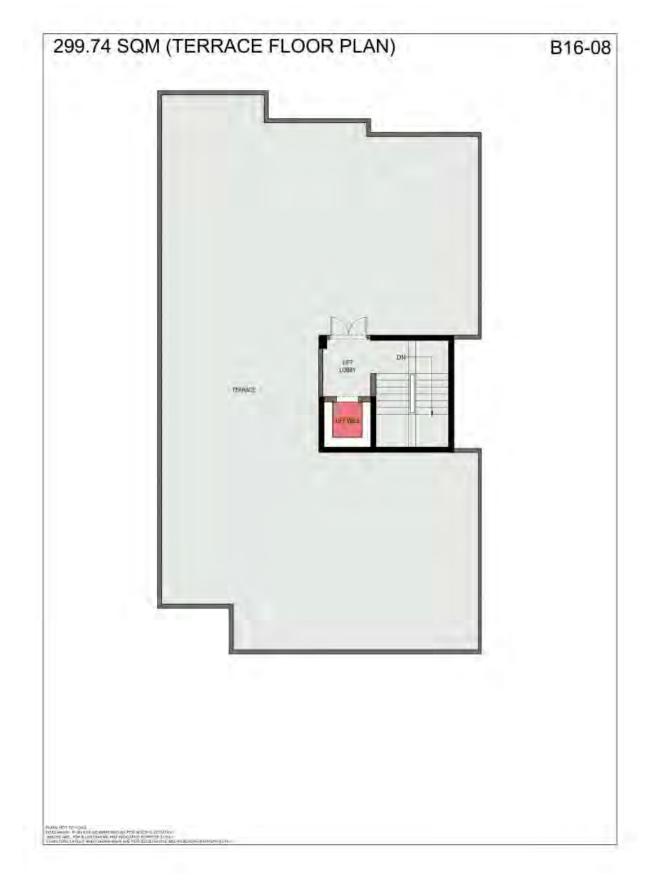
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Second Applicant

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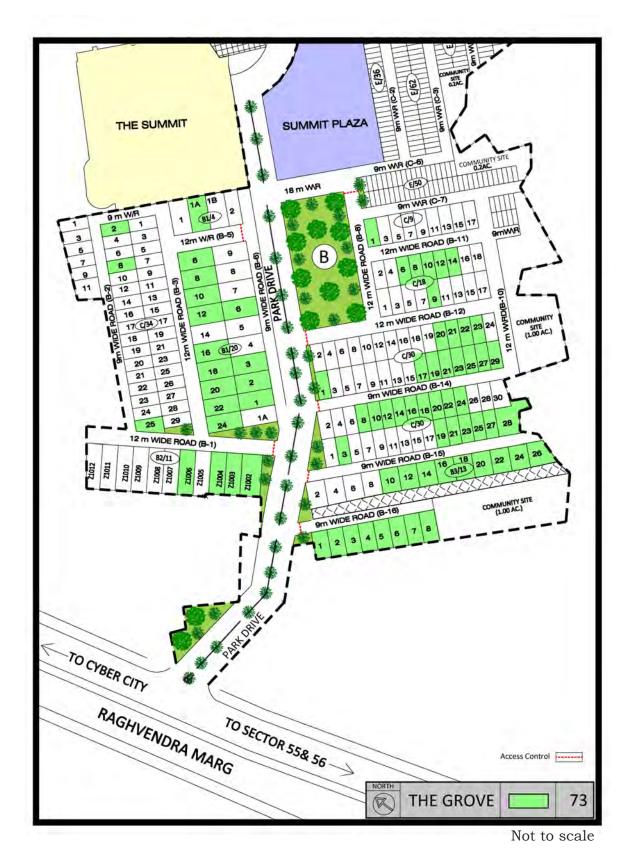


Second Applicant

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### SCHEDULE – IVA LOCATION PLAN



Second Applicant

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**DLF LIMITED** (CIN - L70101HR1963PLC002484)

# **Registered Office:**

Shopping Mall, 3rd Floor, Arjun Marg, Phase I, DLF City Gurugram, Haryana 122002

HARERA registration No-RC/REP/HARERA/GGM/538/270/2022/13 dated 21.02.2022 HARERA Website-https://haryanarera.gov.in