

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN THE ULTIMA (Phase-II, Towers A,B,C,D,F,G,N,Q & R), DLF GARDENCITY, SECTOR 81, 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 acceptance.

**Definitions and Interpretations**

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

**"Apartment Act"** means the Haryana Apartment Ownership Act, 1983 and the Rules and/or any other statutory enactment or modifications thereof.

**"Agreement"** shall mean the Apartment Buyers' Agreement to be executed by the Applicant(s) and the Promoter.

**"Applicant(s)"** shall mean the Applicant(s) applying for allotment of the Said Apartment, whose particulars are set out in this Application and who has appended his signature as acknowledgement of having agreed to the terms and conditions of this Application.

**"Application"** shall mean this Application form for allotment of an apartment in Said Project on the terms and conditions contained herein.

**"Common Areas and Facilities"** means such common areas and facilities within the Said Building/ Said Project earmarked for common use of all the allottee(s) and mentioned in Part A, Part B and Part C of **Schedule-E** of the Agreement.

**"Declaration"** shall mean the declaration (including any amended declaration) filed/to be filed under the Apartment Act, with the competent authority, with regard to the Said Apartment/ Said Building/ Said Project.

**"Booking Amount"** shall mean an amount of Rs. 5 lacs paid by the Applicant(s).

**"External Development Charges (EDC)"** means the charges levied or leviable on the Said Project/ Said Land including any further increase in such charges (by whatever name called or in whatever form) by the Government of Haryana or any other Competent authority and with all such conditions imposed, to be paid by the Applicant(s).

**"Force Majeure"** means Court order, Government policy/ guidelines, decisions, affecting the regular development of the real estate project.

**"Holding Charges"** means the charges which the Applicant is liable to pay in case the Applicant fails to / delays in taking the possession of the Said Apartment upon being Offered Possession by the Promoter and shall be levied @ Rs. 35 per sq. ft. per month of the carpet area and any part of the month will be reckoned as complete month towards the payment of Holding Charges

**"IBMS"** means the interest bearing maintenance security of Rs. \_\_\_\_\_ (@Rs. 200/- per sq. ft of Super Area of the Said Apartment or about Rs \_\_\_\_\_ Per Sq. Ft. of Carpet Area of apartment) to be paid by the Applicant to the Association of Apartment Owners/Maintenance Agency for the maintenance and upkeep of the Said Project carrying a simple yearly interest as per the applicable rates on fixed deposits (applicable to one year fixed deposit) calculated from the date of realization of the amount by the Association of Apartment Owners/Maintenance Agency.

**"Infrastructure Development Charges (IDC)"** shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority towards the cost of development of major infrastructure projects, including any further increase levied by competent authority.

**"Maintenance Agency"** means the Association of Apartment Owners or such other agency/body to whom the Promoter may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Project/ Said Building.

**"Maintenance Charges"** shall have the meaning ascribed to it in the draft maintenance agreement for maintaining the Common Areas and Facilities in the Said Building / Said Project, which shall be more elaborately described in the draft maintenance agreement attached to the Agreement.

**"Parking Space(s)"** means parking space(s) allotted to the Applicant(s) details of which are mentioned in this Application.

**"Promoter"** means the company who is developing the Said Project.

**"RERA Act/HRERA Rules 2017"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016); and the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time.

**"Said Apartment"** means the specific apartment applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative apartment that may be allotted by the Promoter in lieu of the Said Apartment.

**"Said Building"** means the tower/building in the Said Project in which the Said Apartment will be located and regarding which the Occupation has been granted by the Competent Authority on 05/02/2019 and 18/09/2019.

**"Said Group Housing Colony"** means The Ultima comprising of Phase I & II and Phase III (Future Development/ Construction) of residential apartment buildings, Shops, Community

Centre/Club, Swimming Pools, Tennis Courts, Basket ball Courts, Badminton Courts, 1 Nursery school, 1 Primary School, EWS apartments etc. and any other future building(s), as may be approved by the Competent Authority.

**"Said Project"** means Real Estate Project consisting of Towers A,B,C,D,F,G,N,Q & R, constituting Phase-II (11.343 acres) of said Group Housing Colony and part of **'The Ultima, DLF Garden City, Sector 81, Gurugram, Haryana.**

**"Taxes and Cesses"** shall mean any and all taxes payable by the Promoter and/or its contractors (including subcontractors), suppliers, consultants, etc. by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Cess, Educational Cess, Worker's Welfare Cessor any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Apartment/ Said Project, now or in future or any increase thereof

**"Total Price"**

Means the Price payable for the Said Apartment including Parking Spaces and all the Government dues (but excludes the GST and/or enhanced EDC/ IDC etc.,) which if leviable in respect of the price of the Said Apartment or the component thereof shall be payable by Applicant(s) / Allottee) in respect of the Said Apartment for residential usege is ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Block/ Building/ Tower no. _____
Apartment No. _____
Type _____
Floor _____
Parking _____
Total price (in rupees) _____

**Explanation:**

- (i) The Total Price as mentioned above includes the booking amount paid by the Applicant to the Promoter towards the Said Apartment along with Said Parking Spaces.
- (ii) The Total Price as mentioned above includes Taxes (Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/ construction of the Said Project(s) but excluding GST and/or Enhanced EDC/ IDC etc. if leviable) paid/ payable by the Promoter up to the date of handing over the possession of the Said Apartment along with Parking Spaces to the applicant or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided further, if there is any increase in the taxes/ charges/ fees/ levies, EDC/IDC etc. after the expiry of the scheduled date of completion of the Said 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 RERA Act/HRERA Rules 2017, the same shall not be charged from the Applicant.

- (iii) The Promoter shall periodically intimate in writing to the Applicant, the amount payable as stated in (i) above and the Applicant 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 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 Apartment along with Parkings includes recovery of price of land, development/ construction of not only of the Said Apartment but of 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 apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment along with parkings in the Project.

The Applicant(s) hereby confirm that he/she/they is/are signing this Application with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project;

1. The Applicant(s) shall make the payment as per the payment plan set out in **Schedule I. ("Payment Plan")**.
2. The Promoter agrees and acknowledges that Applicant(s) shall have the right to the Said Apartment for Residential other usage along with Parking Spaces as mentioned below:
  - (i) The Said Applicant(s) shall have exclusive ownership of the Apartment for residential other usage along with Parking Spaces.
  - (ii) The Applicant(s) shall also have a right in the Common Areas as provided under Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017. The Applicant(s) shall use the Common Areas along with other occupants, maintenance staff 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 Applicant(s)/owners/competent authorities as provided under Rule 2(1)(f) of the Rules, 2017.
  - (iii) The Applicant(s) has the right to visit the site office during visiting hours.



3. The Applicant(s) acknowledges and confirms that the Applicant(s) has not paid any amount towards any other lands, areas, facilities and amenities falling outside the Said Project / Said Group Housing Colony and as such, the Applicant(s) shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of the Agreement or in the computation of the Carpet Area. The Applicant(s) acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Promoter and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other person.
4. The Applicant(s) agrees and understands that the Said Apartment / Said Building/ Said Project is subject to the provisions of the Apartment Act. The common areas and facilities as decided by the Promoter or as specified by the Promoter in any declaration (which may be filed by the Promoter in compliance of the Apartment Act), shall be conclusive and binding on the Applicant(s). The Applicant(s) agrees and confirms that the Applicant(s) right, title and interest in the Said Apartment, common areas and facilities shall be limited to and governed by what may be decided or specified by the Promoter in such declaration.
5. The Applicant(s) shall be required to join the society/association of the owners of the apartments and the Applicant(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter/Maintenance Agency for this purpose.
6. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Apartment to the Applicant(s), which it has collected from the Applicant(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies/ etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Applicant(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Applicant(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.
7. 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 (EDC, IDC, etc.) 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 Said 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 RERA Act/HRERA Rules 2017, the same shall not be charged from the Applicant(s).

The parking space(s) mentioned in the application are intended to be used on an exclusive basis by the Applicant/owner of the said apartment. It is further clarified and understood by the Applicant that the right to use the said parking space is an integral part of the said apartment and the same cannot be sold/ dealt with independently of the Said apartment. It is further clarified by the Promoter and fully understood by the Applicant that no separate price or charge has been recovered by the Promoter as part of the total price of the said apartment for the right to exclusive use of such parking space. However, the liability to pay for the maintenance and upkeep charges as may be levied from time to time by the maintenance agency on such parking space shall be the responsibility of the Applicant and such rights are co-terminus with the discharge of all the obligations as mentioned in the application and the agreement. All clauses of the application and the agreement pertaining to allotment, possession, cancellation etc shall apply mutatis mutandis to the parking space so allotted, wherever applicable.

8. (a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Applicant(s) in not making payments as per the Payment Plan [Schedule-I] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Applicant(s) that exercise of discretion by the Promoter in the case of one Applicant(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Applicant(s).  
  
(b) Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
9. The Promoter has completed the Said Project and has obtained the Occupation Certificate of the Towers in Phase II and is offering possession on completion of due formalities as per applicable laws including complete payments by the Applicant(s) and shall also handover the common areas to the association of Applicant(s)/owners competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.
10. The Applicant(s) has seen the Said Apartment, the implemented layout plan/ demarcation-cum-zoning/ site plan/ building plans, Occupation Certificates, specifications & amenities and facilities, as provided on site etc. and depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Said Project where the Said Apartment along with Parking Spaces is located and has accepted the floor/ site plan, payment plan and the specifications, amenities,

facilities, etc. [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter has developed the Said Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and conditions of the license/ allotment as well as registration of RERA, etc. Subject to the terms of the Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 as applicable and/or the Haryana Building Code 2017 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the RERA Act/HRERA Rules 2017 or as per approvals/ instructions/ guidelines of the Competent Authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

11. i) Schedule for possession of the Said Apartment

The Promoter agrees and understands that timely delivery of possession of the Said Apartment along with Parking Spaces to the Applicant(s) and the common areas to the association of Applicant(s)/owners / 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 hand over possession of the Said Apartment along with Parking Spaces as per agreed terms and conditions unless there is delay due to “force majeure”, Court orders, Government policy/ guidelines/ decisions affecting the regular development of the real estate project. If, the completion of the Said 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 Apartment.

The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Promoter to handover the possession due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Applicant(s) the entire amount received by the Promoter from the Applicant(s) within ninety days. The promoter shall intimate the Applicant(s) 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.

ii) Procedure for taking possession of Said Apartment

The Promoter, has obtained the Occupation Certificate thereof of Building Blocks of Phase-II in respect of Group Housing along with Parking Spaces and shall offer in writing the possession of Said Apartment within three months, from the date of the end of the payment plan as per schedule-I, 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 fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter has satisfied the Applicant regarding the Occupation Certificate and shall provide a copy (on demand) of occupation certificate or part thereof in respect of Group Housing at the time of conveyance of the same. However, if the Applicant fails to take over the possession when offered by the promoter then the Applicant is liable to pay the holding charges. The Applicant(s), after taking possession, agree(s) to pay the maintenance charges and in case of failure to take possession then additionally the holding charges as determined by the Promoter/association of Applicant(s)/ competent authority, as the case may be.

12. Failure of Applicant(s) to take Possession of Said Apartment

Upon receiving a written intimation from the Promoter as per Para 11(ii), the Applicant(s) shall take possession of the Said Apartment 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 Apartment to the Applicant(s) as per terms and conditions of 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 11(ii), such Applicant(s) shall continue to be liable to pay Maintenance Charges and holding charges as specified in Para 11(ii).

13. Possession by the Applicant(s)

The Occupation Certificate of the building blocks in Phase II in respect of Group Housing Colony has been received for Towers A,B,N,Q & R and Convenient Shopping on 05.02.2019 & for Towers C,D,F,G & Community building on 18.09.2019. Upon the offer of possession to the applicant upon the completion of all due formalities including complete payments, the applicant shall take over the possession of the Said Apartment within the stipulated time. If there is a delay of the applicant to take over the possession and completion of due formalities, then in that case the Applicant shall be liable to pay the holding charges from the date of offer of possession. In such event upon the failure of the Applicant to take possession, then in that case the promoter, for the delay of the Applicant to take possession and complete the formalities in the offer of possession, shall remain absolved of the liability to execute the Conveyance Deed within stipulated time for such period or any other obligation of Promoter under the Real Estate (Regulation and Development) Act 2016 and 2017 Rules of any other instructions

14. Cancellation by Applicant(s)

The Applicant(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the RERA Act/HRERA Rules 2017:

Provided that where the Applicant(s) proposes to cancel/withdraw from the Said 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 nonpayment 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 ninety days of such cancellation.

15. The Promoter undertakes that the promoter shall have no right to make additions or to put up additional structure(s) anywhere within the present Development in the Real Estate Project (Phase-II regarding which Occupation Certificates has been received on (5/2/2019 and 18/9/2019) after the building plan, layout plan, sanction plan and specifications, amenities and facilities including the revisions if any therein has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority. There will be no restriction on the right of the Promoter to make necessary revisions and modifications in the remaining area of further and future development and in this regard the Applicant shall have no right, claim and objection.
16. The Promoter reserves the right to give on lease or hire any part of the top roof/terrace above the top floor, unless otherwise reserved specifically, of any of the buildings in the Said Project for installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use/hire/lease the same for advertisement purpose and the Applicant(s) agrees that the Applicant(s) shall not object to the same and make any claim on this account. The roof top/terrace shall always vest with the Promoter and the Promoter shall be the sole owner thereof.
17. (i) The Applicant(s) agrees and undertakes that after the Association of Apartment Owners/ Competent Authority, as the case may be, has taken over the maintenance of the Said Project, thereafter the Applicant(s) shall be liable to pay Maintenance charges for the maintenance of the common areas & facilities of the Said Project to such Association of Apartment Owners / Competent Authority. Each Applicant(s) shall promptly pay all such Maintenance Charges as demanded by the Association of Apartment Owners or the Competent Authority and to secure the payment of such Maintenance Charges, the Applicant(s) shall always keep deposited an amount Rs. \_\_\_\_\_ (@Rs. 200/- per sq. ft of Super Area of the Said Apartment or about Rs. \_\_\_\_\_ Per Sq. Ft. of Carpet Area of apartment) with the Association of Apartment Owners/ Competent Authority, as the case may be; which shall be called "Interest Bearing Maintenance Security" (IBMS) Deposit. The Applicant(s) agrees to pay all such Maintenance Charges to the Association of Apartment Owners / Competent Authority, as the case may be; by way of a cheque / online Payment / demand draft drawn in favour of the such Association of Apartment Owners / Competent Authority, as the case may be. In case, the Applicant(s) fails to pay any maintenance bill then (a) the Applicant(s) shall not be entitled to avail any maintenance services (b) and the amount of such maintenance bills shall be first adjusted from the interest accrued upon the IBMS and if the interest on IBMS falls

short of the amount of maintenance bill then such short fall shall be adjusted out of the principal amount of IBMS. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum Rs.\_\_\_\_\_, then the Applicant(s) hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill.

ii) The Promoter shall be responsible to provide and maintain essential services in the Said Project till the taking over of the maintenance of the Said Project by the association of Applicant(s)/ owners / competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the Said Project, as the case may be. The cost of such maintenance has been included in the Total Price of the Apartment / Unit for Residential/ Commercial/ any other usage.

In case, the Applicant(s)/ association of Applicant(s)s 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 or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

18. The Promoter, on receipt of Total Price of the Said Apartment shall execute a Conveyance Deed preferably within three months but not later than six months from possession and convey the title of the Said Apartment for which possession is granted to the Applicant(s).

Provided that, the Said Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case the Applicant(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Applicant(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Applicant(s) to the Promoter.

After the Promoter executes the Agreement, the Promoter shall not mortgage or create a charge on the Said Apartment along with parking spaces and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) who has taken or agreed to take such Said Apartment along with parking spaces.

19. (a) The Applicant(s), if residing 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 and 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 fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement 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 and 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.

(b) The Promoter accepts no responsibility in regard to matters specified in para 20(a) 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(s) subsequent to the signing of the Agreement, 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 if any 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 Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Applicant(s) only.

20. The Applicant(s) agrees to inform the Promoter in writing any change in the mailing address mentioned in this Application, failing which, all letters by the Promoter shall be mailed to the address given in this Application and the same shall be deemed to have been received by the Applicant(s). In case of joint Applicant(s), communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all the Applicant(s).
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 payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
  - (ii) In case default by Applicant(s) under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit/ Apartment for Residential/ Commercial/ any other usage along with parking spaces in favour of the Applicant(s) 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 (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 ninety 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(s) about such termination at least thirty days prior to such termination.

22. The Applicant(s) understands that the final allotment of the Said Apartment is entirely at the discretion of the Promoter.
23. That it is specifically understood by the applicant(s) that upon execution, the terms and conditions as set out in the Agreement shall supersede the terms and conditions as set out in this Application.
24. The Applicant(s) understands that this Application is purely on tentative basis and the Promoter may decide not to allot any or all the apartments in the Said Building/Said Project or altogether decide to put at abeyance the Said Project itself due to force majeure, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Promoter with this Application from the Applicant(s).
25. 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.
26. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA Act/HRERA Rules 2017.

The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Place:

Date:

(SIGNATURE OF THE APPLICANT(S))

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant