

No.: \_\_\_\_\_



# **APPLICATION FORM INDEPENDENT FLOORS**



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

**HRERA Registration No. RC/REP/HARERA/GGM/440/172/2021/08 dated 22.02.2021**

**<https://haryanarera.gov.in>**

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**M/s. DLF Luxury Homes Limited,**

Registered Office:

2nd Floor, Gateway Tower, R Block,  
DLF City Phase III, Gurugram 122002,  
Haryana

Dear Sir/Madam,

1. The Applicant(s) understands that \_\_\_\_\_ (“**Owner**”) is the absolute and lawful owner of plot bearing no. \_\_\_\_\_ measuring \_\_\_\_\_ sq. meters (\_\_\_\_\_ sq. yds.) (hereinafter referred to as the **Said Land**) in DLF City, Phase III, a residential plotted colony in Sector 24, District Gurugram, Haryana (location plan attached as **Annexure-IVA**). The Owner and DLF Luxury Homes Limited (hereinafter collectively referred to as the “**Promoter**”) have entered into a development agreement for the **Said Land** and the **Promoter** is constructing on the Said Land a project comprising of four independent floors, along with basement (where ever applicable), stilt parkings and common areas and facilities as given in **Annexure-I** and the same shall be known as ‘ \_\_\_\_\_ ’ (“**Project**”). The floor plans of the Project are attached as **Annexure-IV**.
2. The **Applicant(s)** fully acknowledges that the **Promoter** has provided all the information and clarifications as required by the **Applicant(s)** and the **Applicant(s)** is fully satisfied with the same. The **Applicant(s)** has fully acquainted himself with all the particulars of the Project as has been provided by **Promoter** on the official website of the Authority established as per the provisions of the **Act and Rules** and is subject to mutually agreed variations thereto. The **Applicant** has also satisfied himself/herself in respect of the sanctions and building plan approvals based on which the **Project** is being constructed. Thereafter, the **Applicant(s)** has applied for allotment of an independent floor in the **Project** and has requested the **Promoter** to allot the **Said Independent Floor** (detailed in clause 2 of the terms and conditions given below) for residential use.
3. The **Applicant(s)** states and confirms that the **Promoter** has made the **Applicant(s)** aware of the availability of the **Agreement for Sale (“Agreement”)** on the official website [www.dlfcityfloors-4.dlf.in](http://www.dlfcityfloors-4.dlf.in) and at the registered office of the Promoter. The **Applicant(s)** confirms that he/she has read and perused the **Agreement** containing the detailed terms and conditions and the **Applicant(s)** is agreeable to perform his/her obligations as per the conditions stipulated in the **Agreement**.
4. The **Applicant(s)** hereby confirms that he is signing this **Application** with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana in relation to the **Project**. No oral or written representations or statements shall be considered to be a part of this **Application** and that this **Application** is self-contained and complete in itself in all respects.

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

5. The **Applicant(s)** has clearly understood that by submitting this **Application**, the **Applicant** does not become entitled to the final allotment of the **Said Independent Floor** in the **Project** notwithstanding the fact that the **Promoter** may have issued a receipt in acknowledgement of the money tendered with this **Application** by the **Applicant**.
6. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Independent Floor** alongwith parking spaces in the **Project** as per the **Promoter's**

**Down Payment Plan**  **Installment Payment Plan**

7. The Applicant(s) encloses herewith a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (Booking Amount) by Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of the **Promoter** payable at \_\_\_\_\_ towards the **Total Price**, of the **Said Independent Floor** alongwith parking spaces.
8. The **Applicant(s)** agrees that if the **Promoter** allots the **Said Independent Floor** alongwith parking spaces, then the **Applicant(s)** agrees to pay the **Total Price** (hereinafter defined) of the **Said Independent Floor** as per the Payment Plan annexed hereto as **Annexure III**.
9. That the **Applicant(s)** understand that by just forwarding the **Agreement** to the **Applicant** by the Promoter, does not create a binding obligation on the part of the **Promoter** or the **Applicant** until, firstly, the **Applicant** 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**. Secondly, the **Applicant** and the **Promoter** have an obligation to execute the **Agreement** and also 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** and further execute the **Said Agreement** and register the **Said Agreement**, as per intimation by the **Promoter**, then the **Promoter** shall serve a notice to the **Applicant** for rectifying the default, which if not rectified within sixty (60) days from the date of its receipt by the **Applicant**, the **application/allotment** of the **Applicant** shall be treated as cancelled and all sums deposited by the **Applicant** in connection therewith including the booking amount shall be returned to the **Applicant** without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the **Applicant** to get the **Agreement** executed, the **Applicant** does not come forward or is incapable of executing the same, then in such a case the **Promoter** has an option to forfeit ten percent of the booking amount.
10. Notwithstanding anything contained in this **Application**, the **Applicant(s)** understands that this **Application** will be considered as valid and proper only on realization of the amount tendered with this **Application**.
11. The **Applicant(s)** agrees to abide by the terms and conditions annexed hereto in this **Application**, including those relating to payment of **Total Price** as per the payment plan, any increase in government taxes / dues, and forfeiture of **Booking Amount** as laid down herein and/or in the **Agreement**.

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

**1. SOLE OR FIRST APPLICANT(S)**

Title Mr.  Ms.  M/s.

Name \_\_\_\_\_

Son/Daughter /Wife of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years

Profession \_\_\_\_\_ Aadhar No. \_\_\_\_\_

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

Income Tax Permanent Account No. \_\_\_\_\_

Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_

Tel No. \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-mail ID \_\_\_\_\_

**2. JOINT/SECOND APPLICANT(S)**

Title Mr.  Ms.  M/s.

Name \_\_\_\_\_

Son/Daughter /Wife of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years

Profession \_\_\_\_\_ Aadhar No. \_\_\_\_\_

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

Income Tax Permanent Account No. \_\_\_\_\_

Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

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X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_  
\_\_\_\_\_

Tel No. \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-mail ID \_\_\_\_\_

**3. THIRD APPLICANT(S)**

Title Mr.  Ms.  M/s.

Name \_\_\_\_\_

Son/Daughter /Wife of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years \_\_\_\_\_

Profession \_\_\_\_\_ Aadhar No. \_\_\_\_\_

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

Income Tax Permanent Account No. \_\_\_\_\_

Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_  
\_\_\_\_\_

Tel No. \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-mail ID \_\_\_\_\_

**OR**

M/s. \_\_\_\_\_

Reg. Office/Corporate Office \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Board Resolution dated/Powerof Attorney \_\_\_\_\_

PAN No./TINNo. \_\_\_\_\_

Tel No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ E-mail ID: \_\_\_\_\_

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

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

Please affix  
photograph and  
sign across the  
photograph

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

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

Carpet Area in \_\_\_\_\_ Floor: \_\_\_\_\_ sqm. (\_\_\_\_\_ sq. ft.)

Carpet Area in Basement: \_\_\_\_\_ sqm. (\_\_\_\_\_ sq. ft.)

**Total Carpet Area:** \_\_\_\_\_ **sqm.** (\_\_\_\_\_ **sq. ft.**)

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

Yours faithfully,

Date:

Place:

**Signature of Applicant(s)**

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

**FOR OFFICE USE ONLY**

**RECEIVING/OFFICER**

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

1. ACCEPTED  / REJECTED

2. Independent Floor No. \_\_\_\_\_

Plot No. \_\_\_\_\_

Floor \_\_\_\_\_

Carpet Area in \_\_\_\_\_ Floor: \_\_\_\_\_ sqm. (\_\_\_\_\_ sq. ft.)

Carpet Area in Basement : \_\_\_\_\_ sqm. (\_\_\_\_\_ sq. ft.)

**Total Carpet Area** : \_\_\_\_\_ **sqm.** (\_\_\_\_\_ **sq. ft.**)

**Parking Space** Nos. (1) \_\_\_\_\_ (2) \_\_\_\_\_ Type: Covered (stilts).

**Total Price** payable for the **Said Independent Floor** alongwith parking:  
Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only)

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

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

5. Booking Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_

6. BOOKING DIRECT/Real Estate Agent

Real Estate Agent's Name \_\_\_\_\_, Address \_\_\_\_\_, Registration no. \_\_\_\_\_, Stamp with Signature \_\_\_\_\_

7. Check-list for Receiving Officer:

(a) **Booking amount.**

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

(c) PAN No. & copy of PAN Card/Form 60/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.

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

- (f) For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s) / NRE/ FCNR A/c of the Applicant(s) / IPI-7/ Passport Photocopy.
- (g) For NRI: Copy of Passport/Foreign Inward Remittance from the account of the **Applicant(s)** /NRE/NROA/of the **Applicant(s)**.
- (h) For Partnership Firm: Partnership Deed and authorization to purchase.

DATE \_\_\_\_\_

Place \_\_\_\_\_

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

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

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

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

**DEFINITIONS:**

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

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **“Government”** means the Government of the State of Haryana;
- (c) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;
- (d) **“Section”** means a section of the Act.

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

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

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

**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.
- (ii) The **Total Price** as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the **Project** paid/payable by the **Promoter** up to the date of handing over the possession of the **Said Independent Floor** along with parking to the **Applicant(s)** after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided that, in case there is any change / modification in the taxes / charges/ fees / levies etc., the subsequent amount payable by the **Applicant(s)** to the **Promoter** shall be increased / decreased based on such change/ modification.

Provided further, if there is any increase in the taxes / charges / fees / levies etc. after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the said **Project** by the Authority, as per the **Act**, the same shall not be charged from the **Applicant(s)**.

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

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

4. The **Total Price** is escalation-free, save and except increases which the **Applicant(s)** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **Promoter** undertakes and agrees that while raising a demand on the **Applicant(s)** for increase in development charges / cost / charges / fees / levies, etc., imposed by the competent authorities, the **Promoter** shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Applicant(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the **Project** by the Authority, as per the Act, the same shall not be charged from the **Applicant(s)**.
5. Subject to Para 19, the **Promoter** agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Independent Floor** for residential usage along with parking as mentioned below:
- (i) The **Applicant(s)** shall have exclusive ownership of the **Said Independent Floor** for residential usage along exclusive right to use parking.
  - (ii) The **Applicant(s)** shall also have rights in the common areas, as provided under Rule 2(1)(f) of Rules, 2017. The applicant(s) shall use the common areas along with other occupants etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017;
  - (iii) The **Applicant(s)** has the right to visit the project site to assess the extent of development of the Project and his Said Independent Floor for residential usage.

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

The **Promoter** agrees and understands that 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**.

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

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the **Promoter** to implement the Project due to **force majeure** and above mentioned conditions, then this allotment shall stand terminated and the **Promoter** shall refund to

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

the **Applicant(s)** the entire amount received by the **Promoter** from the **Applicant** within ninety days. The **Promoter** shall intimate the **Applicant** about such termination at least thirty days prior to such termination. After refund of the money paid by the **Applicant(s)**, the **Applicant(s)** agrees that he/ she shall not have any rights, claims etc. against the **Promoter** and that the **Promoter** shall be released and discharged from all its obligations and liabilities under the allotment / **Agreement**.

#### **8. Procedure for taking possession of Said Independent Floor**

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

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

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

Upon receiving a written intimation from the Promoter as per clause 8, the **Applicant** 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 clause 8, such **Applicant(s)** shall continue to be liable to pay maintenance charges and holding charges as specified in clause 8.

#### **10. Possession by the Applicant(s)**

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

#### **11. Cancellation by Applicant(s)**

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

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Sole/First Allottee

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Second Allottee

X \_\_\_\_\_  
Third Allottee

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

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

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

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

- (i) in accordance with the terms of the **Agreement**, duly completed by the date specified in clause 7; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the **Promoter** shall be liable, on demand to the **Applicant(s)**, in case the **Applicant(s)** wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

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

In case obligation is not complied with by the Promoter:

- (i) The authority shall order to return the total amount received by the **Promoter** in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the Rules in case the **Applicant(s)** wishes to withdraw from the **Project**.
- (ii) In case **Applicant(s)** claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

- (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 to the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof of the **Project**, as the case may be.

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

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

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

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

15. The **Applicant(s)** may with the permission from the **Promoter** raise and/ or avail loan from banks and other housing finance companies for purpose of raising finance towards the purchase of the Said Independent Floor. Any delay on account of raising and/ or

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

availing loan from banks and other housing finance companies shall not absolve the **Applicant(s)** from making timely payment of the **Total Price** or any part thereof.

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

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

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India's highest marginal cost of lending rate plus two percent (2%). The balance amount of money paid by the Applicant(s) shall be returned by the **Promoter** to the **Applicant(s)** within ninety (90) days of such cancellation. On such default, the **Agreement** and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that the **Promoter** shall intimate the **Applicant** about such termination at least thirty days prior to such termination.

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

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

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Sole/Second Applicant

\_\_\_\_\_  
Signature of Third Applicant (if any)

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

**ANNEXURE- I**  
**COMMON AREAS & FACILITIES**

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

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

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 **Independent Floor**, amenities and facilities as described of this schedule in the Footprint of the **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 Independent Floor or anywhere in DLF City are specifically excluded from the scope of this Application and the **Applicant** agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Application for calculating the sale price and therefore, the **Applicant** has not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

**ANNEXURE-II**

**Proposed Specifications**

**PART A – INSIDE THE SAID INDEPENDENT FLOOR**

**Living / Dining / Lobby / Passage**

|         |                       |
|---------|-----------------------|
| Floor   | Marble /Tiles         |
| Walls   | Acrylic Emulsion /OBD |
| Ceiling | Acrylic Emulsion /OBD |

**Bedrooms**

|           |                                    |
|-----------|------------------------------------|
| Floor     | Laminated Wooden Flooring          |
| Walls     | Acrylic Emulsion /OBD              |
| Ceiling   | Acrylic Emulsion /OBD              |
| Wardrobes | Modular wardrobes of standard make |

**Kitchen**

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

**Balcony**

|         |             |
|---------|-------------|
| Floor   | Tiles / IPS |
| Ceiling | OBD         |

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

## ANNEXURE-II

### **Toilets**

|                           |   |
|---------------------------|---|
| Walls                     | Combination of Tiles / Acrylic Emulsion Paint / Mirror / paint  |
| Floors                    | Marble / Granite / Anti-skidtiles   |
| Ceiling                   | Acrylic Emulsion /OBD   |
| Counter                   | Granite / Marble / Synthetic Stone  |
| Fixtures/Accessories      | Fixed Shower-partition in toilets (7'Ht), Exhaust Fan, Towel rail / ring, Geyser, Toilet paper holder of standard make. |
| Sanitary ware/CP fittings | CP fittings, Wash Basin, Floor mounted / Wall-hung WC   |

### **Plumbing**

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

### **S. Room**

|               |  |
|---------------|--|
| Floor         | Tiles / IPS  |
| Walls/Ceiling | Oil bound Distemper /Whitewash                                   |
| Toilet        | Ceramic Tile flooring, Conventional CP Fittings, White Chinaware |

### **Doors**

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

### **External Glazings**

|                          |   |
|--------------------------|---|
| Windows/External Glazing | Single glass unit with UPVC / Aluminium / MS Frames & shutters. Frosted / Clear Glass in toilets. |
|--------------------------|---|

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

## ANNEXURE-II

### **Electrical Fixtures/Fittings**

Modular switches, Copper wiring, Ceiling fans in all rooms (except toilets) and ceiling light fixtures in Balconies.

### **PART B – COMMON AREAS IN THE BUILDING**

#### **Power Back-up**

Back-up by DG set upto 8.75 KVA (for 316 & 269 sqyds)

Back up by DG set upto 12 KVA (for 500 sqyds)

#### **Security System**

CCTV in driveway of Parking, Ground floor entrance lobby

#### **Lift Lobby**

Lift capacity of 6 persons

#### **Staircases**

Floor Kota Stone / Indian Stone / Granite.

Walls Flat oil Paint / Acrylic Emulsion / OBD

- Zone IV seismic considerations for structural design.
- Air Condition in Living, Dining & Bedrooms

#### **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. Allottee/Applicant shall not have any right to raise objection in this regard.

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Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

**ANNEXURE - III****PAYMENT PLAN**

(Tick as may be applicable)

**1. Standard Payment Plan:**

| <b>Sl. No.</b> | <b>Instalment Description</b> | <b>% Due of Unit Price</b> |
|----------------|-------------------------------|----------------------------|
| 1              | Booking Amount                | 5 lacs                     |
| 2              | Within 30 days of Booking     | 10% (less Booking Amount)  |
| 3              | Within 120 days of Booking    | 10%                        |
| 4              | On Application of Oc          | 30%                        |
| 5              | On Receipt of Oc              | 30%                        |
| 6              | On Offer of Possession        | 20%                        |
|                | <b>Total</b>                  | 100%                       |

**2. Down Payment Plan:**

| <b>Sl. No.</b> | <b>Instalment Description</b> | <b>% Due of Unit Price</b>           |
|----------------|-------------------------------|--------------------------------------|
| 1              | Booking Amount                | 5 lacs                               |
| 2              | Within 30 days of Booking     | 10% (less Booking Amount)            |
| 3              | Within 120 days of Booking    | 80% (less Down Payment Rebate at 8%) |
| 4              | On Offer of Possession        | 10%                                  |
|                | <b>Total</b>                  | 100%                                 |

**3. Note:**

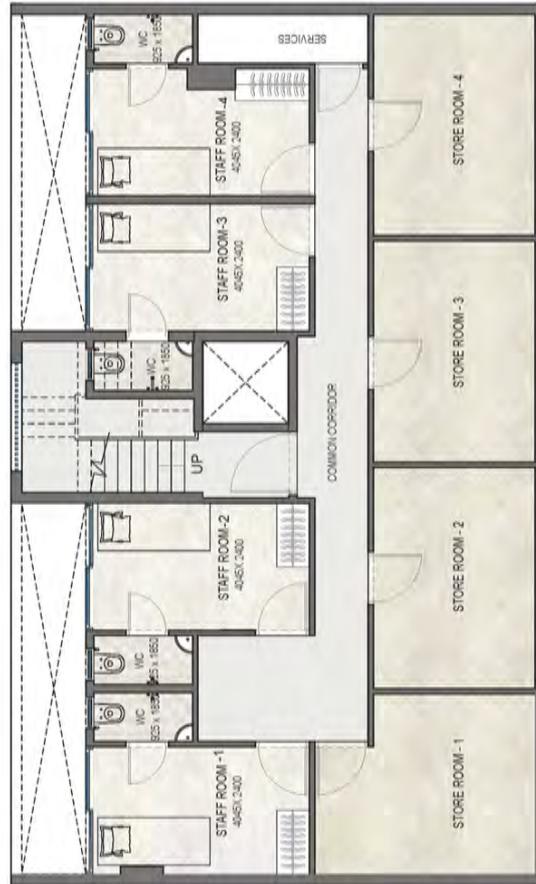
- a. Stamp duty and registration charges as applicable will be extra
- b. Down Payment Rebate at 8% shall be applicable on **Unit Price**
- c. GST as applicable will be extra on each instalment
- d. Holding Charges at the rate Rs. 25/- per sq. ft. per month (if applicable)
- e. Interest Free Maintenance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

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Sole/First AllotteeX \_\_\_\_\_  
Second AllotteeX \_\_\_\_\_  
Third Allottee

ANNEXURE-IV

SCHEDULE B

224.9 SQMT (BASEMENT FLOOR PLAN)



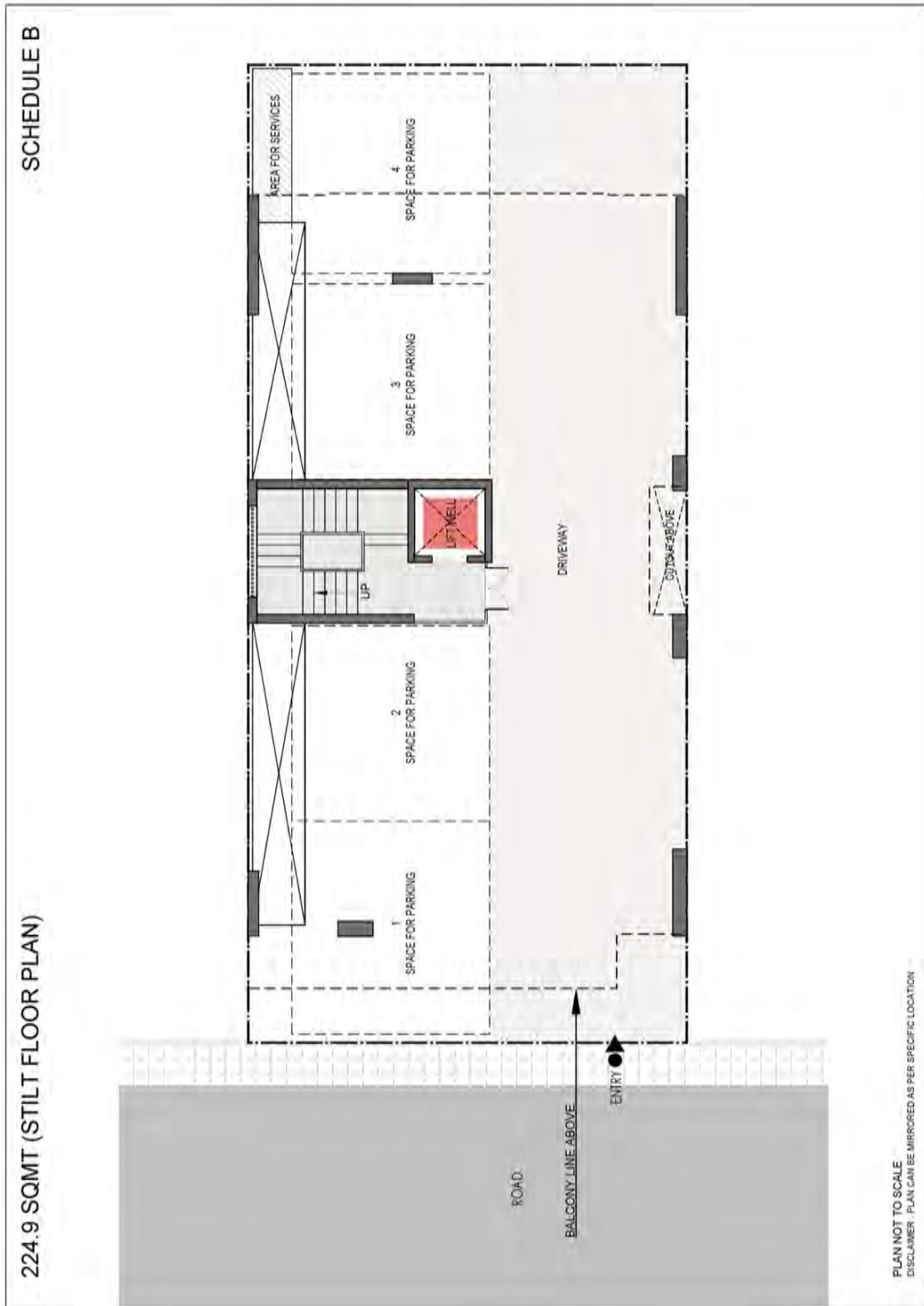
PLAN NOT TO SCALE  
DISCLAIMER : PLAN CAN BE MIRRORRED AS PER SPECIFIC LOCATION

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Sole/First Allottee

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Second Allottee

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Third Allottee

ANNEXURE-IV

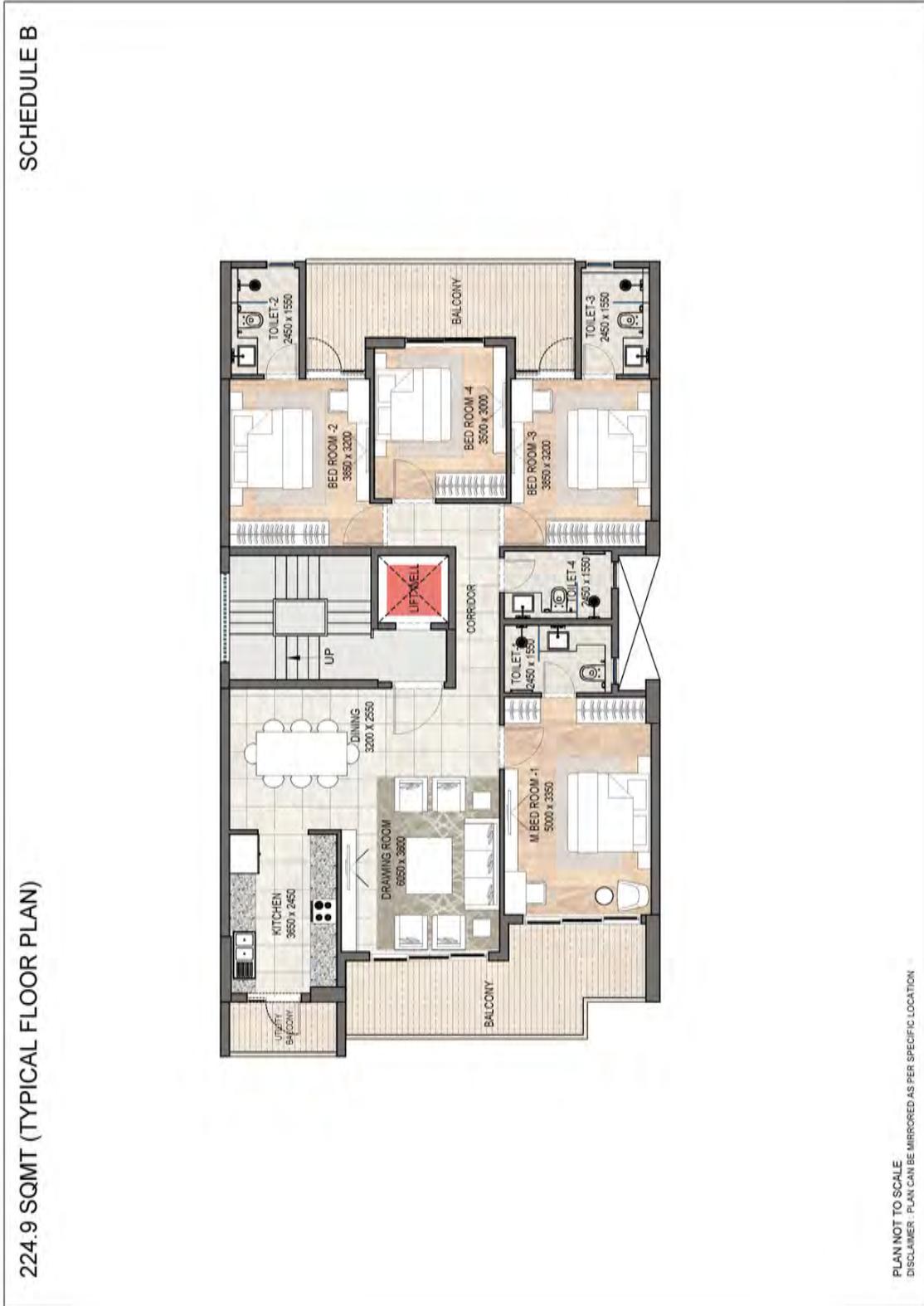


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Sole/First Allottee

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Second Allottee

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Third Allottee

ANNEXURE-IV



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Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

ANNEXURE-IV



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Sole/First Allottee

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Second Allottee

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Third Allottee

ANNEXURE-IV

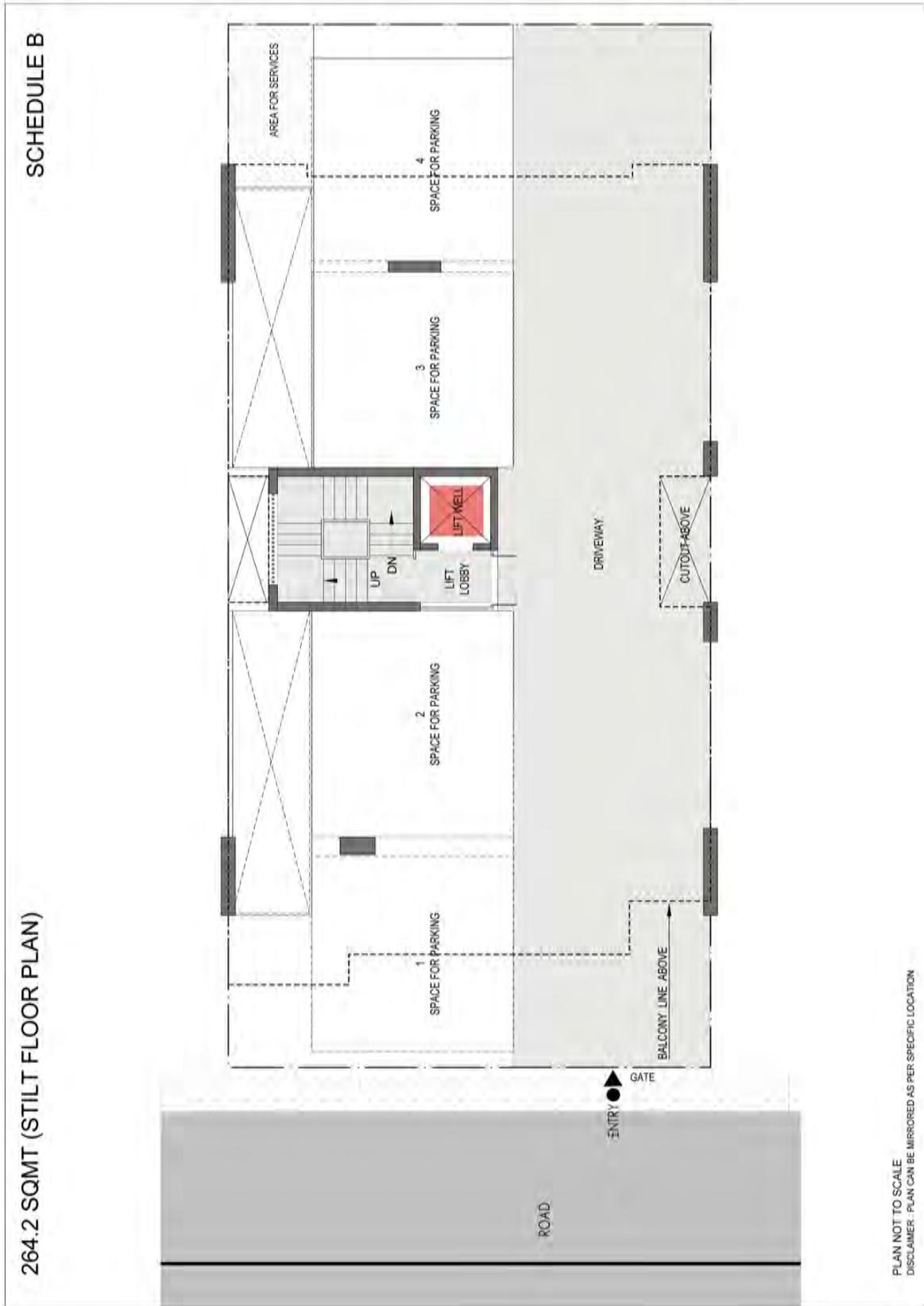


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Second Allottee

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Third Allottee

ANNEXURE-IV



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Sole/First Allottee

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Second Allottee

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Third Allottee

ANNEXURE-IV

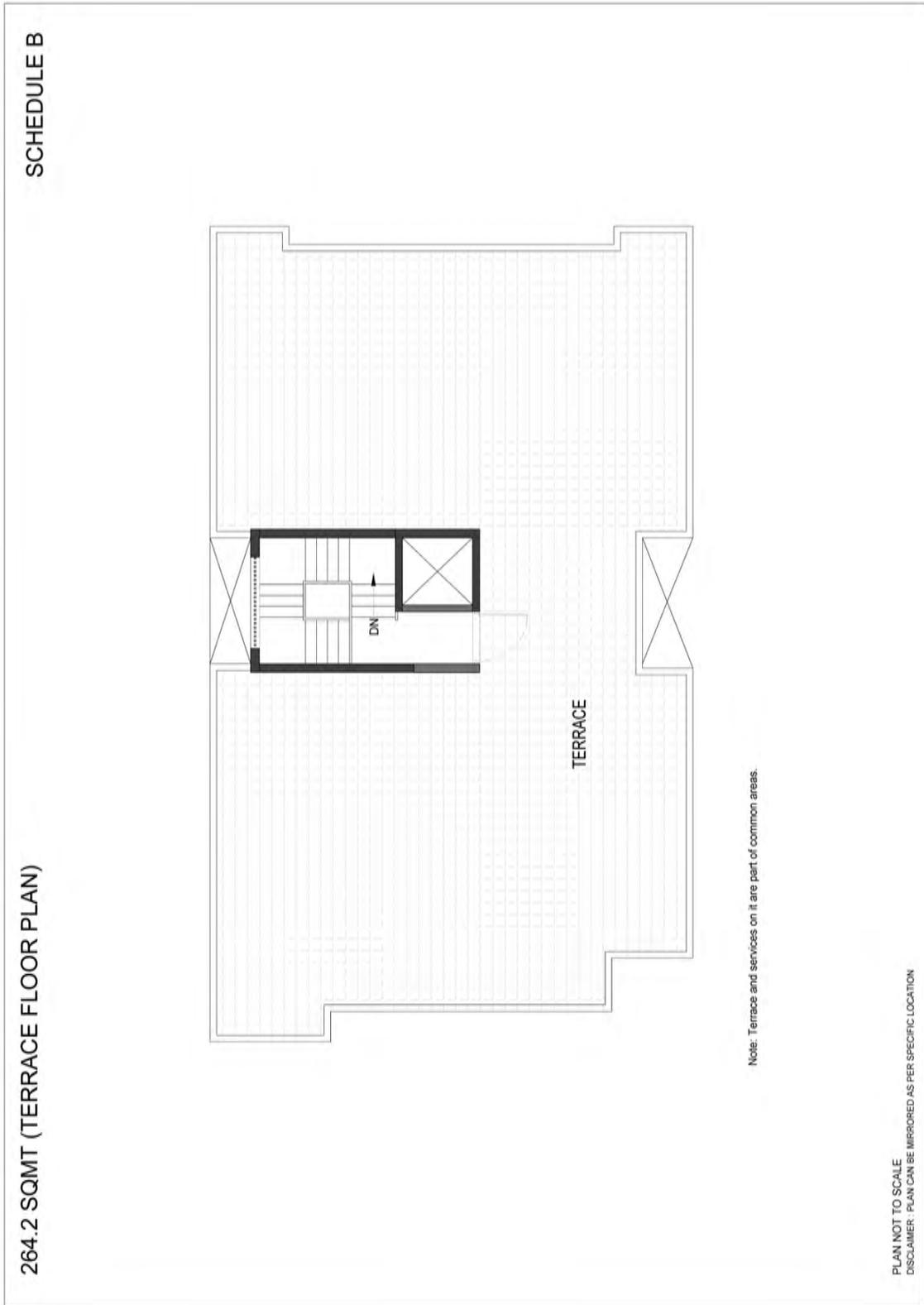


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Second Allottee

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Third Allottee

ANNEXURE-IV

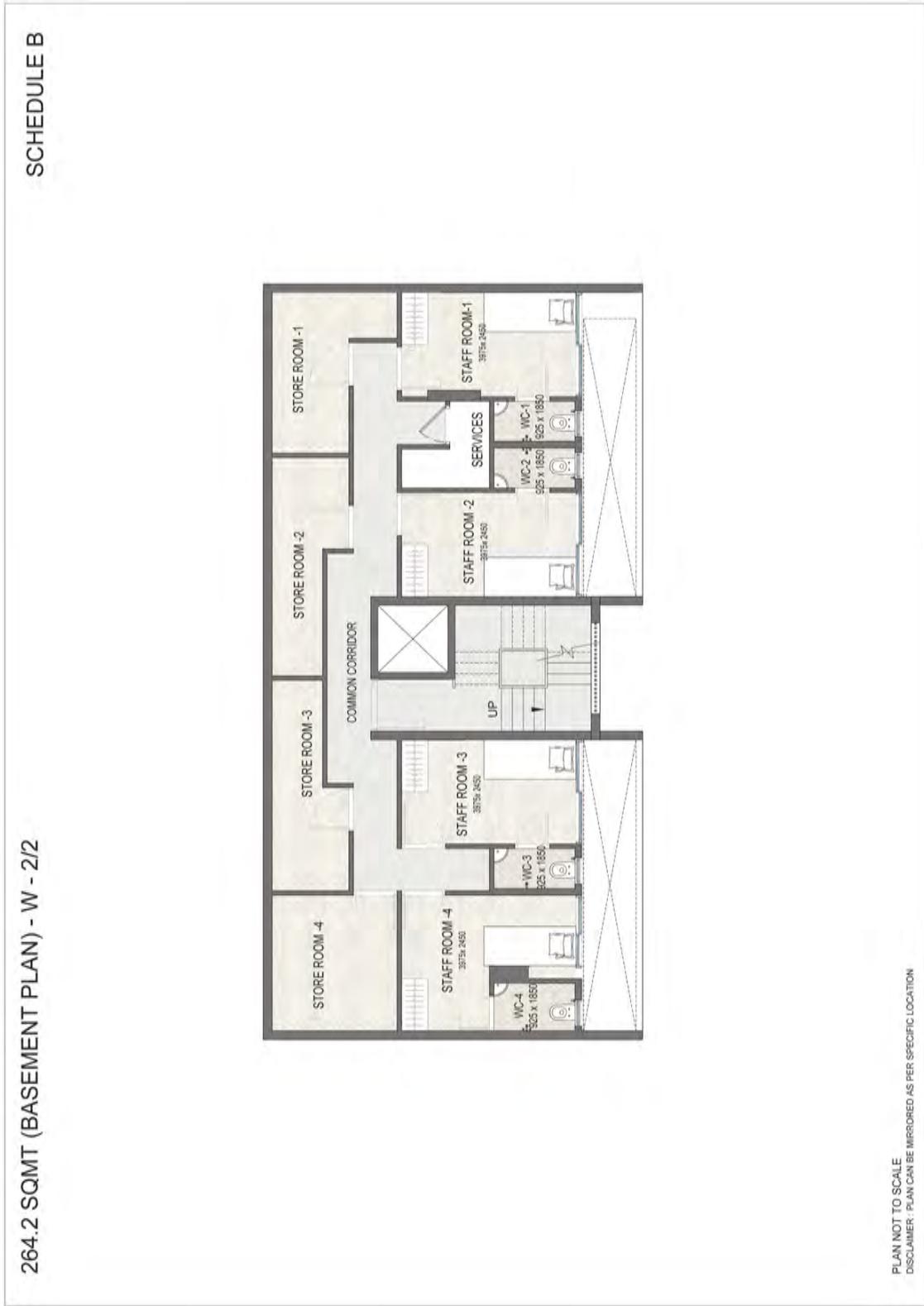


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Sole/First Allottee

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Second Allottee

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Third Allottee

ANNEXURE-IV

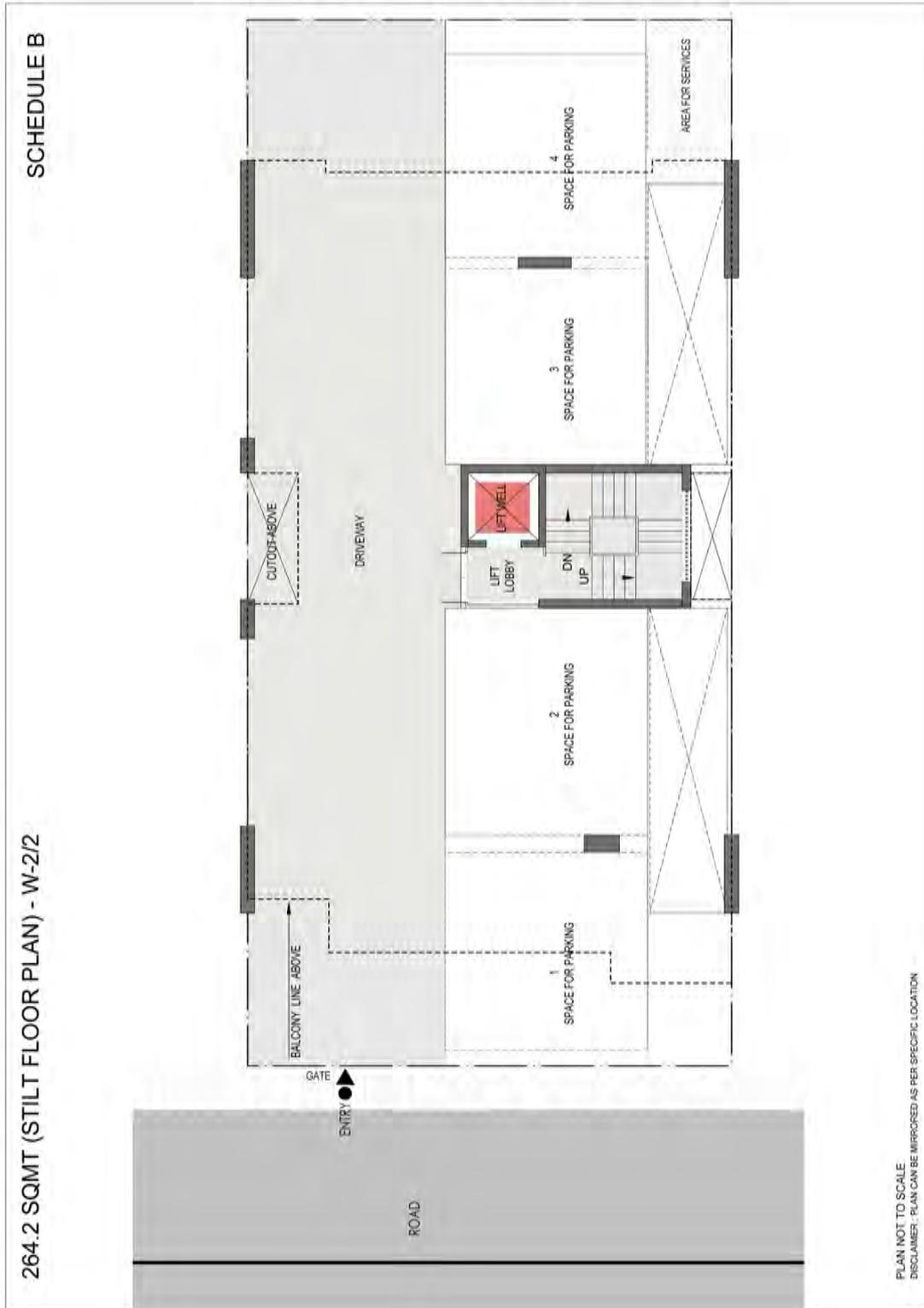


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Second Allottee

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Third Allottee

ANNEXURE-IV



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Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

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Third Allottee

ANNEXURE-IV

SCHEDULE B

264.2 SQMT (TYPICAL FLOOR PLAN) - W-2/2



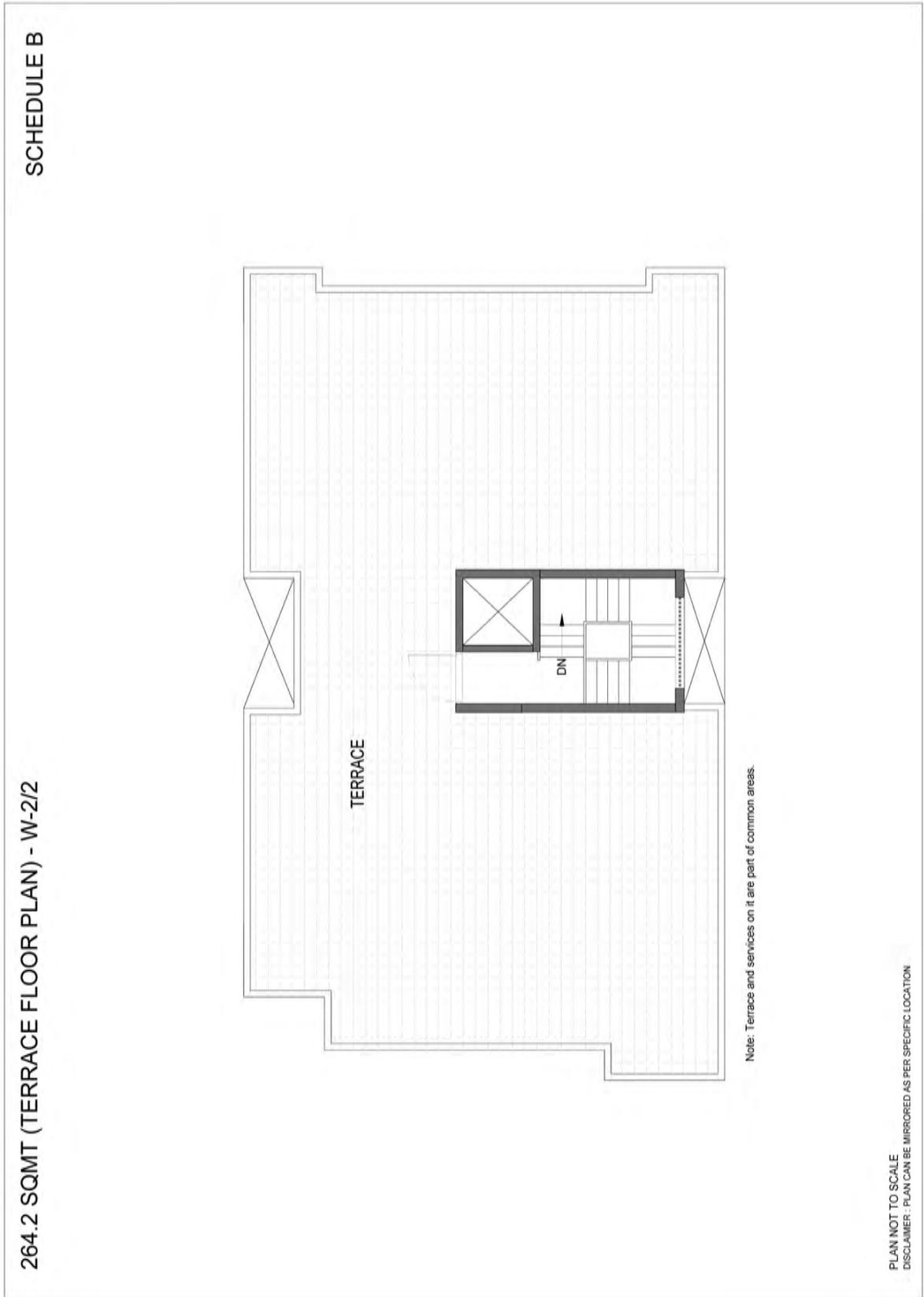
PLAN NOT TO SCALE  
DISCLAIMER: PLAN CAN BE MIRRORRED AS PER SPECIFIC LOCATION

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Sole/First Allottee

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Second Allottee

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Third Allottee

ANNEXURE-IV

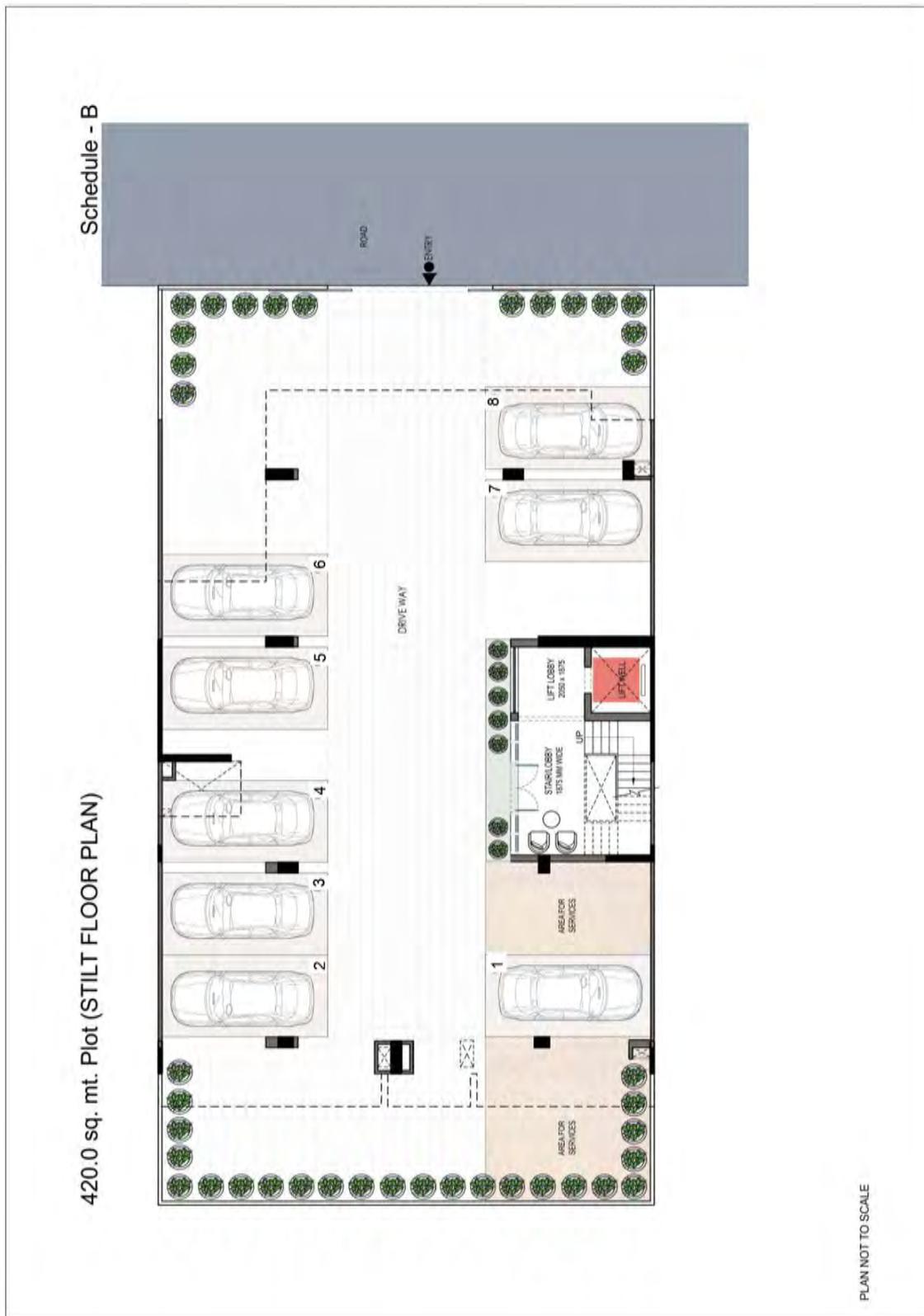


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Sole/First Allottee

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Second Allottee

X \_\_\_\_\_  
Third Allottee

ANNEXURE-IV



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Sole/First Allottee

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Second Allottee

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Third Allottee

ANNEXURE-IV

Schedule - B

420.0 sq. mt. Plot (TYPICAL FLOOR PLAN)



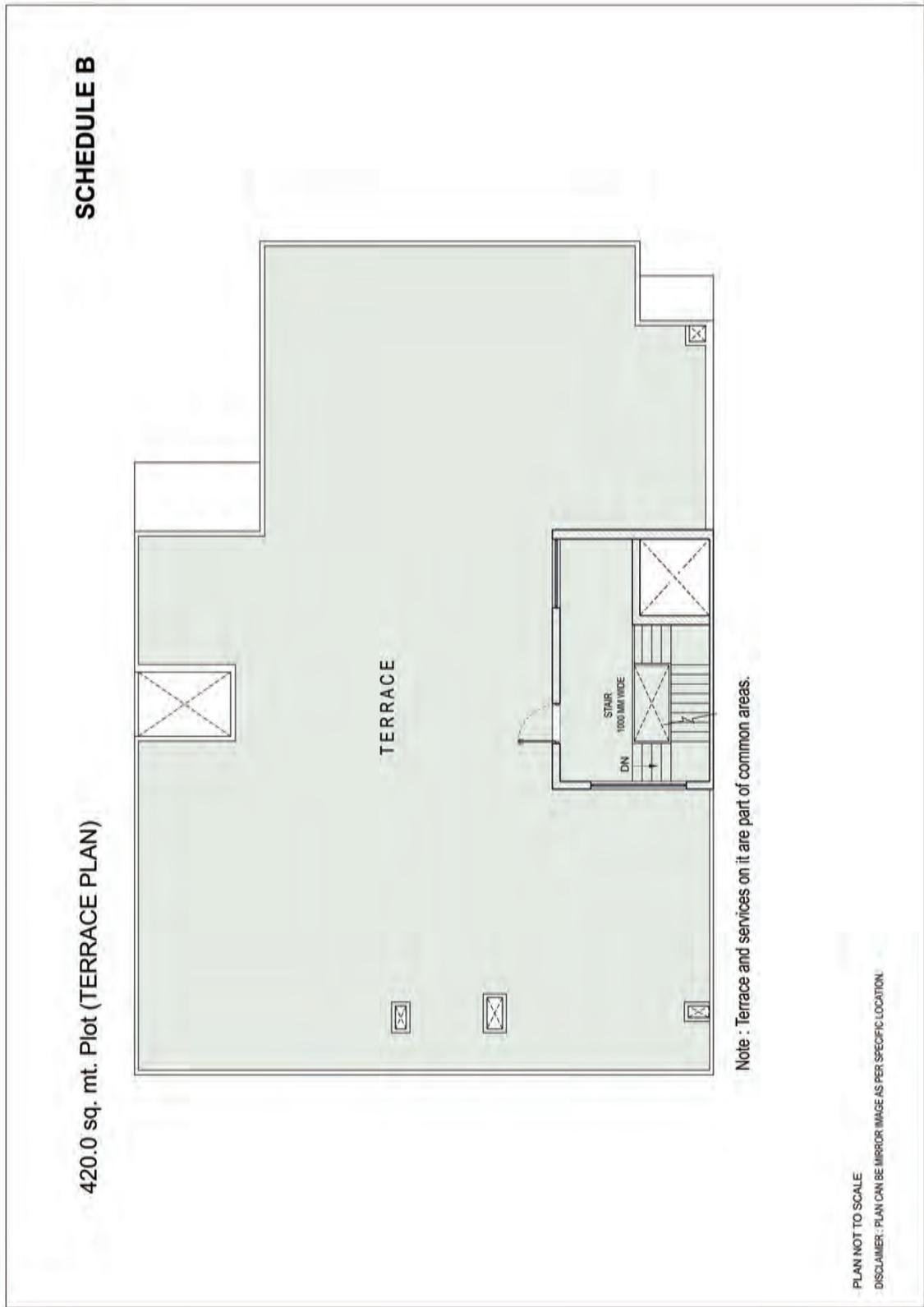
PLAN NOT TO SCALE  
DISCLAIMER: PLAN CAN BE MIRROR IMAGE AS PER SPECIFIC LOCATION.

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Second Allottee

X \_\_\_\_\_  
Third Allottee

ANNEXURE-IV



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Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee

**ANNEXURE-IV A**

X \_\_\_\_\_  
Sole/First Allottee

X \_\_\_\_\_  
Second Allottee

X \_\_\_\_\_  
Third Allottee





DLF Luxury Homes Limited  
2nd Floor, Gateway Tower, R Block, DLF City  
Phase III, Gurugram 122002, Haryana