APPLICATION FOR ALLOTMENT OF A COMMERCIAL UNIT IN SUMMIT PLAZA, DLF5, SECTOR 54, GURUGRAM (HARYANA)

HARERA Registration No. RC/REP/HARERA/GGM/488/220/2021/56 dated 21.09.2021
https://haryanarera.gov.in

DLF Limited
Registered Office:
3rd Floor, Shopping Mall,
Arjun Marg,
DLF City, Phase-I
Gurugram -122002,
Haryana

Dear Sir/Madam,

1. The **Applicant(s)** understands that DLF Limited ("**Owner**") is the absolute and lawful owner of land admeasuring 10724.17 sq. mts. (2.65 acres) falling in part of Khasra No. 1985/1, 1986, 1987, 2061, 2062, 2063 & 2064 situated at Village Wazirabad, Sector 54, District Gurugram, Haryana (hereinafter referred to as the "**Said Land**"). The Site/Location plan is annexed herewith as **Schedule-A**. DLF Limited (hereinafter referred to as the "**Promoter**") has earmarked the **Said Land** for the purpose of building commercial project and the said project shall be known as '**Summit Plaza**' ("**Project**") situated at DLF5, Gurugram, Haryana.

2. The **Applicant(s)** request(s) the **Promoter** for the allotment of a commercial unit in the **Project** having **Carpet Area** of approx. _____ sq. mts. (_____sq. ft.) and exclusive open terrace area (***if applicable***) of approx.. _____ sq. mts. (_____sq.ft.), (hereinafter referred to as the "**Said Commercial Unit**") in the **Project** as _____ **[*shop / office / restaurant / cinema* -fill *whatever is applicable*] ("Permitted Purpose")**.

3. 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**). 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.

4. The **Applicant(s)** states and confirms that the **Promoter** has made the **Applicant(s)** aware of the terms and conditions of the **Agreement for Sale** ("**Agreement**") available on the official website of the **Promoter** www.dlf.in and at the office of the **Promoter**. The **Applicant(s)** confirms that the **Applicant(s)** have 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 **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 commercial unit in the **Project** and has requested the **Promoter** to allot the **Said Commercial Unit** therein.

5. 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.

6. The **Applicant(s)** has clearly understood that by submitting this **Application**, the **Applicant(s)** does not become entitled to the final allotment of the **Said Commercial Unit** 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)**.

7. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Commercial Unit** in the **Project** as per the Payment Plan opted below.

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

8. The **Applicant(s)** encloses herewith a sum of Rs._____/- (Rupees _____only) by Bank Draft/Cheque No. _____dated_____drawn in favour of the **Promoter** payable at_____or through Electronic Transfer in account no. _____, maintained with _____ Bank, in _____ Branch, bearing IFSC Code _____, towards part payment of the **Booking Amount** (as defined hereinafter). The **Applicant(s)** agrees that the aforesaid payment which forms a part of the **Booking Amount** shall be adjusted as part payment towards the **Total Price** (as defined below), of the **Said Commercial Unit**.

9. The **Applicant(s)** agrees that if the **Promoter** allots the **Said Commercial Unit**, then the **Applicant(s)** agrees to pay the **Total Price** of the **Said Commercial Unit** as per the Payment Plan annexed hereto as **Schedule-C.**

10. 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)** and secondly, the **Applicant(s)** and the **Promoter** execute and register the **Agreement** as per the provision of the relevant Act of the State.

    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, 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(s)** 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**.

11. Notwithstanding anything contained in this **Application**, the **Applicant(s)** understands that this **Application(s)** will be considered as valid and proper only on realization of the amount tendered with this **Application**.

12. 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)

Please affix photograph and sign across the photograph

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. ☐

Please affix photograph and sign across the photograph

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 _____

3. THIRD APPLICANT(S)

Title Mr. ☐ Ms. ☐ M/s. ☐

Please affix photograph and sign across the photograph

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/Power of Attorney _____

PAN No./TIN No. _____

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

Fax No. _____ Attach certified true copy of Board Resolution/Power of Attorney.

4. DETAILS OF SAID COMMERCIAL UNIT AND ITS PRICING

Said Commercial Unit No.: _____ **Type / Usage:** Shop ☐ Office ☐ Restaurant ☐ Cinema ☐ (***Please tick the appropriate***) **Floor:** _____ _____ **Unit Price** (in rupees) Applicable taxes and cesses payable by the **Applicant(s)**. (This includes GST payable at rates as specified from time to time, which at present is 12% on the Unit Price, which is 18% on 2/3rd of the Unit Price.)	Rate of **Said Commercial Unit** per square feet* _____
Total Price (in rupees)	

***NOTE**: 1. The **Total Price** for the **Said Commercial Unit** based on the Carpet Area.*
*2. 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)*

Carpet Area: _____sq.mts. (_____sq. ft.)

Terrace Area: _____sq. mts. (_____sq. ft.)
(if applicable)

Super Area: _____sq.mts. (_____sq. ft.)

5. DECLARATION

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

Yours faithfully,

Date:

Place: **Signature of Applicant(s)**

FOR OFFICE USE ONLY

RECEIVING/OFFICER

Name_____ Signature_____

Date _____

1. ACCEPTED ☐ / REJECTED ☐

2. Commercial Unit No._____ Floor_____

3. Carpet Area: sq. mts. [_____sq. ft.]

4. **Total Price** payable for the **Said Commercial Unit**: Rs. _____ /- (Rupees _____only)

5. Terrace Area:_____sq. mts. [_____sq. ft.]

6. Super Area: _____ sq.mts. [_____sq. ft.]

7. PAYMENT PLAN: Down Payment/Installment Payment Plan

8. Payment received vide Cheque/DD/Pay Order No. dated_____for Rs._____Out of NRE/NRO/FC/SB/CUR/CA Acct _____

9. BookingReceiptNo._____Dated _____

10. BOOKING: DIRECT / ☐ Real Estate Agent ☐

Real Estate Agent's Name_____, Address_____ _____, Registration no._____, Stamp with Signature_____

11. Checklist for Receiving Officer:

a) Amount paid along with Application.

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

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: _____

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.

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 Commercial Unit** 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 FORM FOR ALLOTMENT OF A COMMERCIAL UNIT AT SUMMIT PLAZA, DLF5, GURUGRAM (HARYANA).

The terms and conditions given below shall be read together with the terms and conditions more comprehensively set out in the **Agreement**.

1. The **Applicant(s)** confirms 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 Commercial Unit**, based on the **Carpet Area** is Rs. ._____/- (Rupees _____only) ("**Total Price**"):

Said Commercial Unit No.: **Type / Usage:** Shop ☐ Office ☐ Restaurant ☐ Cinema ☐ **(*Please tick the appropriate*)** **Floor:** _____	Rate of **Said Commercial Unit** per square feet*
Unit Price (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 12% on Unit Price, which is 18% on 2/3rd of the Unit Price.)	
Total Price (in rupees)	

** NOTE:-*

1. *The Total Price for the Said Commercial Unit based on the Carpet Area.*
2. *The **Promoter** has taken the conversion factor of 10.764 sq.ft. per sq.mts. for the purpose of this **Application** (1 feet = 304.8 mm)*

Explanation:

(i) The **Total Price** as mentioned above includes the **Booking Amount** paid/payable by the **Applicant(s)** to the **Promoter** towards the **Said Commercial Unit** for commercial usage. 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 Commercial Unit** for commercial usage 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 Commercial Unit** includes recovery of price of land, development/construction of not only the **Said Commercial Unit** 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 Commercial Unit**, lift, waterline and plumbing, fire detection and firefighting equipment in common areas, maintenance charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the **Said Commercial Unit** for the commercial usage in the **Project**.

3. Time is of essence and the **Applicant(s)** shall make the payment as per the Payment Plan set out in **Schedule-C** ("**Payment Plan**").

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. 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 Commercial Unit** 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.

6. Subject to Para 13, the **Promoter** agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Commercial Unit** for commercial usage as mentioned below:

   (i) The **Applicant(s)** shall have exclusive ownership of the **Said Commercial Unit** for commercial usage;

   (ii) The **Applicant(s) shall** also have rights in the common areas, as provided under Rule 2(1)(f) of Rules. 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 /part occupation certificate/part completion/completion certificate from the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules;

   (iii) The **Applicant(s)** has the right to visit the project site to assess the extent of development of the Project and the **Said Commercial Unit** for commercial usage.

7. **Schedule for possession of the Said Commercial Unit**

   The timely delivery of possession of the **Said Commercial Unit** 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 the Rules, is the essence of the **Agreement**.

   The **Promoter** assures to offer to hand over possession of the **Said Commercial Unit** for commercial usage as per agreed terms and conditions by [**INSERT 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 Commercial Unit** for commercial usage.

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the **Promote**r 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 **Promote**r from the **Applicant(s)** within ninety days. The **Promote**r 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 allotment / **Agreement**.

8. **Procedure for taking possession of Said Commercial Unit**

The **Promoter** obtaining the occupation certificate or part thereof of the building in the **Project**, shall offer in writing the possession of **Said Commercial Unit** for commercial usage within 3 (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 C**) 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 Commercial Unit for commercial usage**

Upon receiving a written intimation from the **Promoter** as per Para 8 above, the **Applicant(s)** shall take possession of the **Said Commercial Unit** for commercial 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 Commercial Unit** for commercial usage to the **Applicant(s)** 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 Commercial Unit** for commercial usage 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**.**

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

The **Applicant(s)** shall have the right to cancel/withdraw his allotment in the **Project** as provided in the Act:
Provided that where the **Applicant(s)** proposes to cancel/withdraw from the **Project** without any fault of the **Promoter**, the **Promoter** herein is entitled to forfeit the **Booking Amount** paid for the allotment and

interest component on delayed payment (payable by the customer for breach of **Agreement** and non-payment of any due payable to the **Promoter**. The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the **Applicant(s)** shall be returned by the **Promoter** to the **Applicant(s)** within 90 (ninety) days of such cancellation.

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

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

Except for occurrence of a *force majeure,* Court order, Government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the **Said Commercial Unit** for commercial usage.

(i) in accordance with the terms of the **Agreement**, duly completed by the date specified in Para 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 Commercial Unit** for commercial usage, with interest at the rate prescribed in the **Rules** including compensation in the manner as provided under the Act within ninety (90) 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 Commercial Unit** for commercial 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:**

(a) the authority shall order to return the total amount received by the **Promoter** in respect of the **Said Commercial Unit** for commercial 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 Commercial Unit** for commercial 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 of Rules.

13. 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-C**, the **Applicant(s)** 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 Commercial Unit** for commercial usage 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 (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.

14. 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 such maintenance, limited to the above or for a period of one year from the date of occupation certificate / part thereof, whichever is earlier, has been included in the **Total Price** of the **Said Commercial Unit** for commercial usage.

15. 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 possession of **Said Commercial Unit** by the Promoter and also for executing the conveyance deed of the **Said Commercial Unit**.

16. 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** or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

17. 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 Commercial Unit** and the **Promoter** shall issue the payment receipts in favour of the **Applicant(s)** only.

18. Having applied for the allotment/purchase of the **Said Commercial Unit** for **Permitted Purpose**, the **Applicant(s)** agree and undertake that the **Applicant(s)** shall not use or permit to be used, the **Said Commercial Unit** for any purpose other than the **Permitted Purpose**. The **Applicant(s)**

specifically agrees that the **Permitted Purpose** for which the **Said Commercial Unit** is being purchased shall not be altered without obtaining prior written approval of the Association, which shall be considered by the Association as per the guidelines relating to the **Permitted Purpose**, as provided by the **Promoter** to the Association. It is further clarified that such approval shall be provided only if it is lawful and not in violation of any law, rules, regulations or norms / guidelines laid down by the **Promoter** / Association in this regard. The **Applicant(s)** agrees and understands that the decision of the Association shall be final and binding in this regard.

19. The **Applicant(s)** represents and warrants that the **Applicant(s)** shall not use or permit to be used, the **Said Commercial Unit**, for any activity or business which shall be or are likely to be unlawful, obnoxious or of public health nuisance, threat to public safety or causes annoyance or disturbance to other allottees of the **Project** such as operation of a liquor shop, butchery, dyers shop, paint shop or chemical shop etc.

20. The Super Area for the **Said Commercial Unit** is equal to {.} times the Carpet Area of the **Said Commercial Unit**. The above multiplication factor has been mutually agreed between the **Applicant(s)** and the **Promoter**, which has been incorporated only for commercial reasons and for the sake of convenience of the Parties. The **Applicant(s)** hereby confirm(s) that he/she/they has/have no objection on that behalf.

21. As per norms, 411 car parking spaces are required to be provided in the **Project**. The **Promoter** has, however, provided 442 car parking spaces in the **Project** for the benefit of the applicant/allottees and the visitors of the **Project**. The parking spaces are for the use and convenience of the users of the **Project** namely office users and shoppers. Therefore, no individual parking space has been assigned to any applicant. However, stack parking has been provided for in the lower basement of the **Project** and certain stack parkings shall be for the use of the applicant/allottees / tenants / occupants of the commercial units, who shall park their cars in such section. The **Applicant(s)** agrees and acknowledges that no individual car parking shall be assigned to any applicant/allottee. The **Applicant(s)** further agrees and acknowledges that no charge has been levied by the **Promoter** for the car parking and that the **Applicant(s)** shall not have any ownership or exclusivity in the car parking spaces. The car parking spaces, wherever located in the **Project**, vest and belong to the **Owner / Promoter**, who have unfettered rights of ownership, usage and disposal thereof, including the right to frame policy / guidelines for usage of the same.

22. Upon grant of the Occupation Certificate of the **Project**, the **Owner & Promoter** may transfer the car parking space(s) to the Association, who may then become the sole owner thereof, having rights of ownership, usage and disposal of the same as per the terms and conditions of transfer of car parking space(s) from the **Owner & Promoter** to the Association. The Association may, at its own cost and responsibility, install additional stack parking in the upper basement, if so required, after taking all approvals from the competent authority. The Association shall run and manage the car parking spaces as per the parking policy(ies)/guidelines for usage of the parking spaces as framed by the **Promoter** including but not limited to implementing a Pay and Park scheme or any other scheme, earnings from which shall be utilised for the benefit of the allottees / owners in the **Project**. The **Promoter** agrees to guide the Association or any agency as may be authorised by the Association, in implementing the parking policy / guidelines.

23. Whenever there is any change in the residential status of the **Applicant(s)** subsequent to the submitting this **Application**, 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.

24. 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 Commercial Unit**. 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.

25. The **Applicant(s)** shall have no objection in case the **Promote**r 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, creation of such charge shall not affect the rights and interest of the **Applicant(s)** to the **Said Commercial Unit.**

26. In case of joint **Applicant(s)**, all communication shall be sent to the **Applicant(s)**, 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)**.

27. 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)**.

28. 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**.

29. The **Applicant(s)** understands that the final allotment of the **Said Commercial Unit** is entirely at the discretion of the **Promoter** subject to availability and fulfilment of all requisite documents.

30. The **Applicant(s)** understands that the **Promoter** may alter/change/amend the layout plans, architectural design, maps etc. of the **Said Commercial Unit** /**Project** as per the. applicable laws and comply with the provisions of Real Estate (Regulation & Development) Act, 2016, and rules made thereunder as amended time to time.

31. 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**.

32. 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)** has/ have fully read and understood the above conditions and agrees to abide by the same.

_____

Signature of Sole/First Applicant

_____

Signature of Second Applicant (if any)

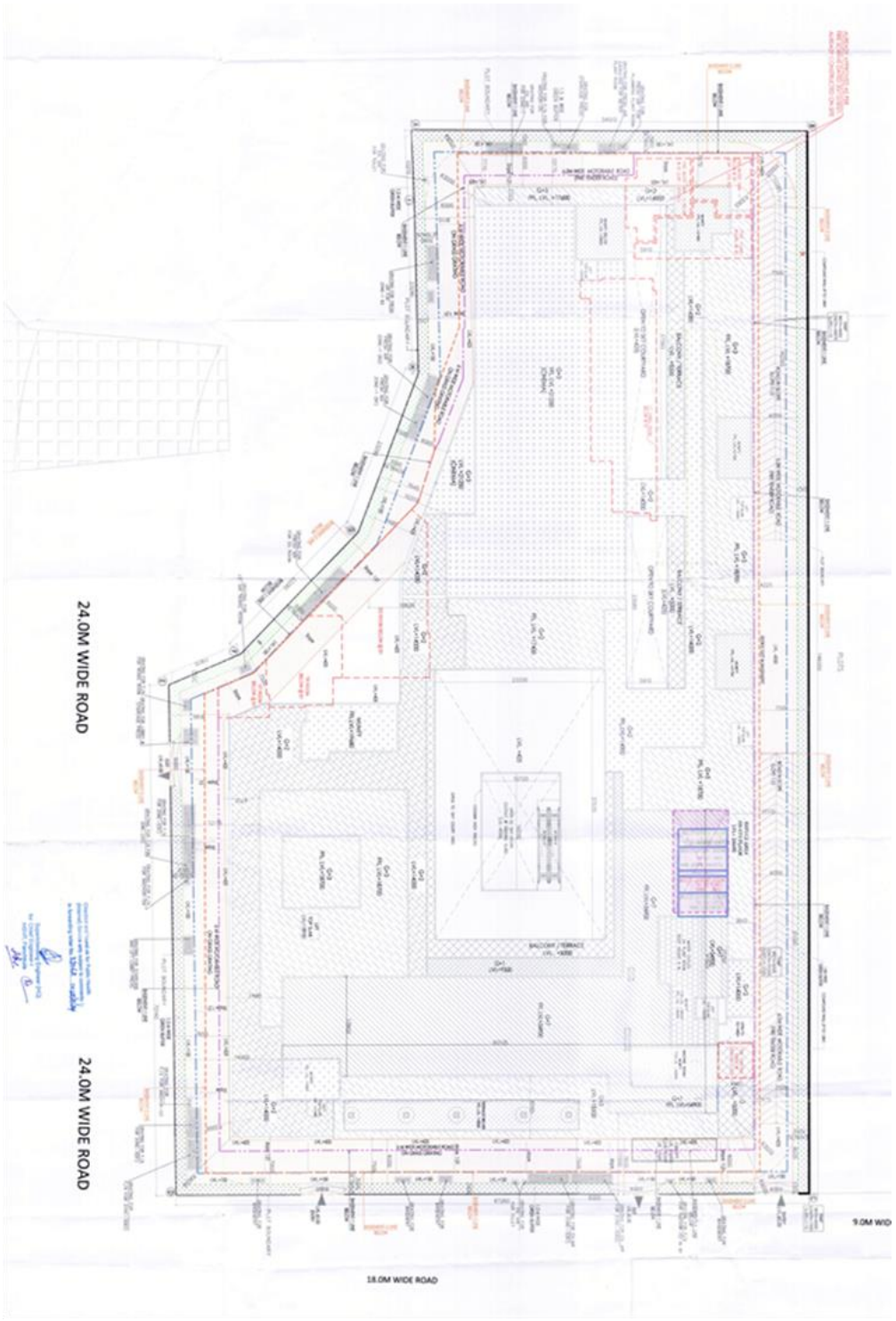
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Signature of Third Applicant (if any)

SCHEDULE 'A'	**-**	**SITE PLAN/LOCATION**
SCHEDULE 'B'	**-**	**FLOOR/ UNIT PLAN OF THE SAID COMMERCIAL UNIT**
SCHEDULE 'C'	**-**	**PAYMENT PLAN**
SCHEDULE 'D'	**-**	**SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE SAID COMMERCIAL UNIT FOR COMMERCIAL USAGE**
SCHEDULE 'E'	**-**	**SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE PROJECT**

SCHEDULE 'A'-

SITE/LOCATION PLAN



SCHEDULE 'B'
FLOOR/UNIT PLAN OF THE SAID COMMERCIAL UNIT

SCHEDULE 'C'
PAYMENT PLAN

Standard Payment Plan:

S. No.	Instalment Description	% Due of Unit Price
1	On Application	INR 10 lacs
2	Booking Amount – Within 30 days of Application	10% (Less Amt paid along with Application)
3	180 days from Application after signing and registration of Agreement for Sale	10%
4	On Completion of Structure	20%
5	On Application for OC	20%
6	Receipt of OC	20%
7	On Offer of Possession	20% + IBMS

Note:

(a) Stamp Duty and registration charges as applicable will be extra.
(b) GST as applicable will be extra on each instalment.
(c) Holding Charges at the rate INR 25/- per sq. ft. per month (if applicable).
(d) Interest Bearing Maintenance Security ("**IBMS**") at INR _____/- to be paid on offer of possession.

Down Payment Plan:

S. No.	Instalment Description	% Due of Unit Price
1	On Application	INR 5 lacs
2	Booking Amount – Within 30 days of Application	10% (Less Amt paid along with Application)
3	Within 180 days from Application after signing and registration of Agreement for Sale	70% (less Down Payment Rebate at 8%)
4	On Offer of Possession	20% + IBMS
	Total	100%

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 Bearing Maintenance Security ("**IBMS**") at Rs. _____/- to be paid on offer of possession.

SCHEDULE 'D'
SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE SAID COMMERCIAL UNIT FOR COMMERCIAL USAGE

Notwithstanding the work done as per the specifications by the **Promoter** or its consultants, contractors, PMC's, etc. as maybe appointed by the Promoter, it is understood by the **Applicant(s)** that necessary enhancement work including interior work is required to be done by the **Applicant(s)** at its own cost, in order to make the **Said Commercial Unit** suit its personal requirement.

Finishing/Specification of the Said Commercial Unit {Shops / Cinema / Restaurant / Office}			
1.1	Internal finishes – Bare-shell		
	1.1.1	Floors	Bare Concrete
	1.1.2	Walls/Partitions	Unplastered/Unpainted walls

SCHEDULE 'E'
SPECIFICATIONS, AMENITIES, FACILITIES PART OF THE PROJECT

Sr. No.	Description	Specification
	COMMON AREAS	
1.	Flooring details - Courtyard	Grit/pigmented concrete/mosaic/pavers/stone/ tiles
	Wall details - Courtyard	synthetic washable paint/ Exterior grade paint
	Ceiling - Courtyard	NA
2.	Flooring details - Corridors	Grit/pigmented concrete/mosaic/pavers/stone/ Tiles
	Wall details – Corridors	synthetic washable paint/ Exterior grade paint
	Ceiling - Corridors	OBD / Exterior grade paint
3.	Flooring details – Lift Lobby/ Entrance lobby	Stone/ Tiles
	Wall details – Lift Lobby/ Entrance lobby	Acrylic/Semi Acrylic Paint/Matt & Glazed Ceramic tile/ Stone/ Laminate
	Ceiling- Lift Lobby/ Entrance lobby	Acrylic/Semi Acrylic Paint/OBD/ Laminate
4.	Flooring details- Service area /Driveway/ Passages / Parking area	Stone/ Tiles/Bare concrete/ PU on VDF/ IPS with Epoxy
	Wall details – Service area / Driveway /Passages / parking area	OBD/ White-wash/ tiles/ enamel paint

	Ceiling – Service area/ Driveway / Parking area	White- wash/ OBD or equivalent
5.	Flooring details – Staircase	Stone/ Tiles
	Wall details - Staircase	Acrylic/Semi Acrylic Paint/OBD
	Ceiling - Staircase	OBD
	Railing – Staircase	MS Railing
6.	Air conditioning	Nil
7.	Electrical fittings	Modular fittings
8.	CNG pipeline	Nil
9.	Provision of wi-fi and broad band facility	Nil
10.	External finishing / Colour scheme	Glazing/ Metal work Railing-MS/ Glass/Plaster
11	**TOILETS**	
	Floor	Tiles
	Walls/ Cubical partition	Combination of Tiles, Acrylic/Semi Acrylic paint /Modular cubicle partition
	Ceiling	OBD

	Counters	Made in Marble / Granite / Stone
12	Lift details	Branded make
13	External glazing	
	Shop	Nil
	Office	Glass Façade/Plastered
	Windows/ glazing	NA

Services

POWER BACK UP:

100% DG back up for office and cinema w.r.t transformer capacity 90% DG back up for retail area

SECURITY SYSTEM:

Security system consisting of Video Surveillance (CCTV system) with central monitoring.

Video Surveillance System

For Video Surveillance, IP type CCTV cameras shall be provided at various locations.
CCTV cameras shall be provided in the following areas in the premise:

- Basement Driveways
- Critical points at periphery
- Passage
- Lift lobbies & Lift Machine Room
- Staircase entrances on Ground floor, All floors, terrace, and basements
- And other important place as per security norms.