

**APPLICATION FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN DLF PRIVANA
NORTH, SECTOR 76-77, GURUGRAM (HARYANA)**

HRERA Registration No. RC/REP/HARERA/GGM/[.]/[.]/[.] dated [.]

<https://haryanarera.gov.in>

DLF Limited

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

Dear Sir/Madam,

1. The **Applicant(s)** understands that DLF Limited ("**Promoter**") and land owners are the absolute and lawful owners of land admeasuring 4,70,633.479 square meters (116.29625 acres) situated at village Shikopur and Kherki Daula, Sector 76-77, in Gurugram Manesar Urban Complex, District Gurugram, Haryana (hereinafter referred to as the "**Licensed Land**") *vide* sale deed(s) registered at the office of the Sub-Registrar. The land owners and the Promoter have entered into development agreements with respect to the land respectively owned by them and forming part of the Licensed Land, registered at the office of the Sub-Registrar. The Licensed Land has been granted license for the purpose of development of residential colony under the name of 'DLF Privana' ("**Colony**"). The residential colony on the Licensed Land i.e. DLF Privana is being developed in a phased manner and the Promoter has earmarked an area admeasuring 71633.468 sq. mts. (17.701 acres) ("**Said Land**") in the Licensed Land for the purpose of development of an independent phase comprising of 6 multi storied building(s) inter alia the _____ Nursery School, etc. and the said phase shall be known as '**DLF Privana North**' ("**Project**"), which is the subject matter of this Application. The Site/Location plan is annexed herewith as **Schedule-A**.
2. The **Promoter** has registered the **Project** under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") with the Real Estate Regulatory Authority ("**Authority**") at Gurugram, Haryana on _____ under registration number _____.
3. The **Applicant(s)** request(s) the **Promoter** for the allotment of a residential apartment in the **Project** having **Carpet Area** of approx. _____ square meters (_____sq. ft.) on _____ floor in _____ Tower no. _____ ("**Building**") along with parking slot No(s). _____, _____ and _____ located in _____ admeasuring approx. _____ square meters (_____square feet), _____ square meters (_____square feet) and _____ square meters (_____square feet) in the _____ as permissible under the applicable law and right in the common areas ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Said Apartment**").
4. The **Applicant(s)** fully acknowledges that the **Promoter** has provided all the information and clarifications as required by the **Applicant(s)** and the **Applicant(s)** is fully satisfied with the same. The

Applicant(s) has fully acquainted himself with all the particulars of the **Project**, as has been provided by **Promoter** on the official website of the Authority established as per the provisions of the **Act (hereinafter defined)** and **Rules (hereinafter defined)**. The **Applicant(s)** has also satisfied himself/herself in respect of the sanctions and building plan approvals based on which the **Project** is being constructed.

5. The **Applicant(s)** 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** _____, official website of the **Authority** 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 residential apartment in the **Project** and has requested the **Promoter** to allot the **Said Apartment** therein.
6. The **Applicant(s)** hereby confirms that he/she is signing this **Application** with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana in relation to the **Project**. No oral or written representations or statements shall be considered to be a part of this **Application** and that this **Application** is self-contained and complete in itself in all respects.
7. The **Applicant(s)** has clearly understood that by submitting this **Application**, the **Applicant(s)** does not become entitled to the final allotment of the **Said Apartment** in the **Project**, notwithstanding the fact that the **Promoter** may have issued a receipt in acknowledgement of the money tendered with this **Application** by the **Applicant(s)**.
8. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Apartment** in the **Project** as per the Payment Plan opted below.

Down Payment Plan

☐

Installment Payment Plan

☐

9. The **Applicant(s)** encloses herewith a sum of Rs. _____/- (Rupees _____ only) by Bank Draft/Cheque No. _____ dated _____ drawn in favour 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 Apartment**.
10. The **Applicant(s)** agrees that if the **Promoter** allots the **Said Apartment**, then the **Applicant(s)** agrees to pay the **Total Price** of the **Said Apartment** as per the Payment Plan annexed hereto as **Schedule-C**.
11. That the **Applicant(s)** understand that by just forwarding the **Agreement** to the **Applicant(s)** by the **Promoter**, does not create a binding obligation on the part of the **Promoter** or the **Applicant(s)** until, firstly, the **Applicant(s)** signs and delivers the **Agreement** with all the schedules along with the payments due as stipulated in the **Payment Plan** within 30 (thirty) days from the date of receipt by the **Applicant(s)** 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**.

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

1. SOLE OR FIRST APPLICANT(S)

Title Mr. ☐ Ms. ☐ M/s. ☐

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 _____

Please affix
photograph and
sign across the
photograph

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 _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____

Mobile No. _____ E-mail ID _____

Please affix
photograph and
sign across the
photograph

3. THIRDAAPPLICANT(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/Power of Attorney _____

PAN No./TIN No. _____

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

Fax No. _____ (attached certified true copy of the Board

Resolution/Power of Attorney)

Please affix
photograph and
sign across the
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4. DETAILS OF THE SAID APARTMENT AND ITS PRICING

Tower No. _____ Said Apartment No. _____ Type _____ Floor _____ Parking Slot No(s) _____, _____ and _____ _____	Rate of Said Apartment per square feet* _____
Unit Price (in rupees) Applicable taxes and cesses payable by the Applicant(s) . (This includes GST payable at rates as specified from time to time, which at present is 5%)	
Total Price (in rupees)	

***NOTE:** 1. The Total Price for the Said Apartment 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: _____ square meter (_____ square feet)

Parking Area: _____ square meter (_____ square feet)
_____ square meter (_____ square feet)
_____ square meter (_____ square feet)

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. Residential Apartment No. _____ Floor _____

3. Carpet Area: _____ square meter [_____ square feet]
4. Total Price payable for the Said Apartment : Rs. _____ /-
(Rupees _____ only)
5. Parking Area: _____ square meter [_____ square feet]
_____ square meter [_____ square feet]
_____ square meter [_____ square feet]
6. PAYMENT PLAN: Down Payment/Installment Payment Plan
7. Payment received vide Cheque/DD/Pay Order No. dated _____ for Rs.

_____ Out of NRE/NRO/FC/SB/CUR/CA Acct

8. Booking Receipt No. _____ Dated _____
9. BOOKING: DIRECT / _____ Real Estate Agent ☐
Real Estate Agent's Name _____, Address _____
_____, Registration no. _____,
Stamp with Signature _____
10. 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 Apartment and has been more clearly set out in the Payment Plan (**Schedule -C**);
- (c) “**Government**” means the Government of the State of Haryana;
- (d) “**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;
- (e) “**Section**” means a section of the Act.

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN DLF PRIVANA NORTH, SECTOR 76-77, 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/Owners** in the **Said Land**.
2. The **Total Price** for the **Said Apartment**, based on the **Carpet Area** is Rs. _____/- (Rupees _____ only) (“**Total Price**”):

Said Apartment No.: Tower No. _____ Said Apartment No. _____ Type _____ Floor _____ Parking Slot No.(s) _____, _____ and _____	Rate of Said Apartment 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 5%)	
Total Price (in rupees)	

*** NOTE:-**

1. The Total Price for the Said Apartment 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 Apartment** for residential usage along with parking. It is hereby clarified that the amount paid by the **Applicant(s)** at the time of Application, forms part of the **Booking Amount**. It is further clarified that the **Booking Amount** is payable in more than one instalment for the convenience of the **Applicant(s)** and the same shall be treated as earnest money for due performance of the obligations of the **Applicant(s)** under this **Application** and the **Agreement**.

(ii) The **Total Price** as mentioned above includes taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the **Project** paid/payable by the **Promoter** up to the date of offer of handing over the possession of the **Said Apartment** for residential usage 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 Apartment** includes recovery of price of land, development/construction of not only the **Said Apartment** 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 Apartment**, lift, waterline and plumbing, fire detection and firefighting equipment in common areas, maintenance charges as per para 14, and includes cost for providing all other facilities, amenities and specifications to be provided within the **Said Apartment** for the residential usage along with parking in the **Project**, i.e. **DLF Privana North**.

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/ demarcation-cum-zoning/site plan/ building plans, specifications, amenities and facilities etc. depicted in the advertisement/ brochure/ Agreement/ Website (as the case maybe) regarding the **Project** where the **Said Apartment** is located and has/ have accepted the unit/floor/ site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority, as represented by the Promoter.
6. Subject to Para 13, the **Promoter** agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Apartment** for residential usage along with parking as mentioned below:
 - (i) The **Applicant(s)** shall have exclusive ownership of the **Said Apartment** for residential usage along with parking;
 - (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, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the common areas to the association of 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)**, with prior written request, has the right to visit the project site to assess the extent of development of the **Project** and the **Said Apartment** for residential usage, and adherence to security guidelines as maybe issued by the Promoter.

7. **Schedule for possession of the Said Apartment**

The timely delivery of possession of the **Said Apartment** 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 obtain the Occupation Certificate for the Building by _____ and thereafter offer to hand over possession of the **Said Apartment** for residential usage along with parking as per agreed terms and conditions by _____ [INSERT DATE], unless there is delay due to “*force majeure*”, epidemic, pandemic and lock down, 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 Apartment** for residential usage.

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

8. **Procedure for taking possession of Said Apartment**

The **Promoter** obtaining the occupation certificate or part thereof of the building blocks/tower in the **Project** shall offer in writing the possession of **Said Apartment** 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 **Building** at the time of conveyance of the same. The **Applicant(s)**, after the offer of handing over the 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 Apartment for residential usage**

Upon receiving a written intimation from the **Promoter** as per para 8 above, the **Applicant(s)** shall take possession of the **Said Apartment** from the **Promoter** by executing necessary indemnities, undertakings and such other documentation (including but not limited to the Undertaking cum Indemnity Bond, Maintenance Agreement, Conveyance Deed, Application Form for membership of the association of allottees) as maybe prescribed in the **Agreement**, and the **Promoter** shall give

possession of the **Said Apartment** for residential 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 of the building blocks in respect of the **Project** and handing over the physical possession of the **Said Apartment** for residential usage along with 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.

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 **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 highest marginal cost of lending rate plus two percent. The balance amount of money paid by the **Applicant(s)** shall be returned by the **Promoter** to the **Applicant(s)** within 90 (ninety) days of such cancellation.

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

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

Except for occurrence of a *force majeure*, epidemic, pandemic and lock down, Court order, Government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to offer to handover possession of the **Said Apartment** for residential usage along with parking.

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

- (a) the authority shall order to return the total amount received by the **Promoter** in respect of the **Said Apartment** for residential usage, with interest at the rate prescribed in the **Rules** in case the **Applicant(s)** wishes to withdraw from the **Project**.
 - (ii) in case **Applicant(s)** claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in Section 72.
 - (iii) if the **Applicant(s)** does not intend to withdraw from the **Project** the authority shall order the **Promoter** to pay the **Applicant(s)** interest at the rate prescribed in the **Rules** for every month of delay till the offer of the possession of the **Said Apartment** 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 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 Apartment** for residential usage along with parking 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 maintenance till the date of occupation certificate / part thereof, has been included in the **Total Price** of the **Said Apartment** for residential usage.

The **Applicant(s)** agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the **Project**. Execution of the maintenance agreement and payment of the Interest-Bearing Maintenance Security (IBMS) shall be a condition precedent for handing over possession of **Said Apartment** by the **Promoter** and also for executing the conveyance deed of the **Said Apartment**.

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 the date of occupation certificate / part thereof from the **Applicant(s)** on pro-rata basis.

15. The parkings are inseparable from and forms an integral part of the **Said Apartment**. The **Applicant(s)** confirms that the **Applicant(s)** has no right to sell/transfer or deal with the parking(s) independent of the **Said Apartment**. The **Applicant(s)** undertakes to park his/her vehicle in the parking slots and not anywhere else in the **Building/Project**.
16. 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 Apartment** and the **Promoter** shall issue the payment receipts in favour of the **Applicant(s)** only.
17. The **Applicant(s)** declares and confirms that the payment/remittance towards the purchase of the **Said Apartment** shall be from legitimate source(s) and not from proceeds

obtained or derived, directly or indirectly, from any illegal/criminal activities under applicable laws.

18. 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 Apartment**. 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.
19. The **Applicant(s)** shall have no objection in case the **Promoter** creates a charge on the entire **Project** during the course of development of the **Project** for raising loan from any banking and/or Financial Institution provided, creation of such charge shall not affect the rights and interest of the **Applicant(s)** to the **Said Apartment**.
20. 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)**.
21. 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.
22. 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)**.
23. 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 as well as compliance of all applicable laws, any loss, damage or liability that may arise due to non-payment, non-observance or non- performance/violation by the **Applicant(s)** of the said covenants or said conditions by the **Applicant(s)** as mentioned in the **Application** and **Agreement**.
24. The **Applicant(s)** understands that the final allotment of the **Said Apartment** is entirely at the discretion of the **Promoter**.
25. The Colony on the Licensed Land i.e. DLF Privana is being developed in phases and the **Applicant(s)** acknowledges and confirms that the **Applicant(s)** shall have no right, title or interest in any other lands, facilities and amenities outside the Said Land/Project i.e. **DLF Privana North**, and such other lands, facilities and amenities in the Licensed Land or outside it, are specifically excluded from the scope of this Application and the Agreement. The **Applicant(s)** agrees and understand that though the Nursery School are part of Said Land/Project but these amenities are for entire Colony and all the buyers of apartments/units of entire Colony shall have the right of usage of these amenities. Further, the **Applicant(s)** agrees and acknowledges that the nursery school in the Said Land/Project i.e. **DLF Privana North** are not for exclusive and restricted to the usage of and/or benefit of the Project and the same are facilities for usage by the allottees of the entire Licensed Area. The Promoter may, acquire more lands (to be added to the Licensed Land) and/or be entitled to enhancement in the FAR as maybe allowed by the competent authority from time to time, and the **Applicant(s)** shall have

no objection in this regard. The **Applicant(s)** understands that the **Promoter** may alter/change/amend the layout plans, architectural design, maps etc. of the **Said Apartment /Project** as per the applicable laws.

26. 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**.
27. 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 of Haryana 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)

Signature of Third Applicant (if any)

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