

Draft

APPLICATION FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN SUNCITY'S MONARCH RESIDENCES, SECTOR 78, GURUGRAM (HARYANA)

HRERA Registration No. _____

dated: _____

DVOK BUILDCON LLP

Registered Office:

Unit no. 224, Suncity Business Tower,
Second Floor, Sector-54, Golf Course Road,
Gurgaon, Haryana, India, 122002

Dear Sir/ Ma'am,

1. The **Applicant(s)** understands that Dvok Buildcon LLP ("**Promoter**") is the absolute and lawful owner of land admeasuring 83466.414 square meters (20.625 acres) situated in the revenue estate of village Shikohpur, Sector 78, 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 Licensed Land has been granted license bearing No. 121 of 2025 dated 17.07.2025 by the Office of Director, Town and Country Planning, Haryana, for the purpose of development of residential colony under New Integrated Licensing Policy (NILP). The residential colony on the Licensed Land is being developed in a phased manner and the Promoter has earmarked an area admeasuring 38469.417 sq. mts. (9.506 acres) ("**Said Land**") in the Licensed Land for the purpose of development of an independent phase comprising of 5 multi storied building(s) and a temple site, and the said phase shall be known as '**Suncity's Monarch Residences Phase - I**' ("**Project**"), which is the subject matter of this **Application**. The Site/Location plan is annexed herewith as **Schedule-A**. The entire project on the Licensed Land shall be known as '**Suncity's Monarch Residences**'. The revised Demarcation cum Zoning Plan & Phasing plan of the said project has been approved vide letter memo no. ZP-2198/PA(DK)/2025/44202 dated 20.11.2025 and the Building plan of the said project has been approved vide letter BR- III Memo No. ZP-2198/PA(DK)/2025/47831 dated 17.12.2025.
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 ("**Building**") along with _____ parking space(s) 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

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Sole/First Applicant

X _____ For DVOK BUILDCON LLP
Second Applicant Third Applicant

P. K. Kumar
Designated Partner/Auth. Signatory

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 official website of the Authority and at the office of the **Promoter**. The **Applicant(s)** confirms that the **Applicant(s)** has read and perused the **Agreement** containing the detailed terms and conditions as per the applicable law. The **Applicant(s)** further confirm(s) to have fully understood the terms and conditions of the **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** to allot the **Said Apartment** in the **Project** as per the **Payment Plan** annexed hereto as **Schedule-C**. The **Applicant(s)** agrees that upon allotment of the **Said Apartment** by the Promoter, the **Applicant(s)** will pay the **Total Price** of the **Said Apartment** as outlined in the aforementioned **Payment Plan**.
9. The **Applicant(s)** deposits herewith a sum of Rs. _____/- (Rupees _____ only) by way of Bank Draft/Cheque No. _____ dated _____ drawn in favour of the **DBLLP- SUNCITY MONARCH RESIDENCES COLLECTION ACCOUNT** payable at **Gurugram** or through Electronic Transfer in account no. **57500001854155**, maintained with **HDFC Bank**, in **SN 4/8, Commercial Shopping Centre, Block D, South City 2, Gurugram – 122018** Branch, bearing IFSC Code **HDFC000172**, 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. 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

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Sole/First Applicant

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Second Applicant

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Third Applicant

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)**

Title Mr. ☐ Ms. ☐ Mrs. ☐ M/s. ☐

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Please affix
photograph and
sign across the
photograph

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

Income Tax Permanent Account No. _____

Ward / Circle / Special Range / Place, where assessed to income tax _____

Correspondence Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

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Sole/First Applicant

X _____
Second Applicant

For DVOK BUILDCON LLP

R.K. Kumar
Designated Partner/Auth. Signatory

Third Applicant

2. JOINT/SECOND APPLICANT(S)

Title Mr. ☐ Ms. ☐ Mrs. ☐ 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 / Place, where assessed to income tax _____

Correspondence Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

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3. THIRD APPLICANT(S)

Title Mr. ☐ Ms. ☐ Mrs. ☐ 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 / Place, where assessed to income tax _____

Correspondence Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

Please affix
photograph and
sign across the
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For DVOK BUILDCON LLP

R. K. Kumar
Designated Partner/Auth. Signatory

X _____
Sole/First Applicant

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Second Applicant

X _____
Third Applicant

OR

[If the allottee is company, firm, HUF, association / society]

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 a certified true copy of the Board Resolution/Power of Attorney)

4. **DETAILS OF THE SAID APARTMENT AND ITS PRICING**

Tower Name
Apartment No.
Type
Floor
No. of Parking slot(s)
Rate of Apartment per square meter*
Carpet Area: _____ square meter (_____ square feet)
Preferential Location Charges (if any)
Unit Price (in rupees)
Club Membership Charges
Applicable taxes and cesses payable by the Applicant(s) which are in addition to total unit price (this includes GST payable at applicable rates as specified from time to time
Total Price (in rupees)

For DVOK BUILDCON LLP

R. K. Kumar

Designated Partner/Auth. Signatory

***NOTE:**

1. The **Total Price** for the **Said Apartment** is based on the **Carpet Area**.

2. The **Promoter** has taken the conversion factor of 10.764 sq.ft. per sqm. for the purpose of the **Application** (1 foot = 304.8 mm)

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Sole/First Applicant

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Second Applicant

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Third Applicant

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 DVOK BUILDCON LLP
R. K. Kumar
Designated Partner/Auth. Signatory

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

RECEIVING/OFFICER

Name _____

Signature _____

Date _____

1) **ACCEPTED** ☐ / **REJECTED** ☐

2) **Residential Apartment No.** _____ **Floor** _____ **Tower** _____

3) **Carpet Area:** _____ square meter [_____ square feet]

4) **Total Price** payable for the **Said Apartment** : Rs. _____/-
(Rupees _____ only)

5) Payment received vide Cheque/ DD/ Pay Order No. _____ dated
_____ for Rs. _____ out of NRE/ NRO/ FC/ SB/ CUR/ CA Acct

6) **Booking Receipt No.** _____ dated _____

7) **BOOKING DIRECT/Real Estate Agent**

Name _____

Address _____

Registration no. _____

Stamp with Signature _____

8) **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.

d) Aadhar No. & Copy of Aadhar Card.

e) For Companies: Certified copies of Certificate of Incorporation, Memorandum &

For DVOK BUILDCON LLP
R. K. Kumar
Designated Partner/Auth. Signatory

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/NRO/of the **Applicant(s)**.
- h) For Partnership Firm/LLP Firm: Certified Copy of Partnership/ LLP Deed, Certificate of incorporation (in case of LLP) and authorization/ resolution to purchase.
- i) Cancelled Cheque copy of Applicant(s).

Place: _____

Date: _____

For DVOK BUILDCON LLP

R. K. Kumar

Designated Partner/Auth. Signatory

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 SUNCITY'S MONARCH RESIDENCES PHASE-1, SECTOR 78, 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**"):

For DVOK BUILDCON LLP
R K Kumar
Designated Partner/Auth. Signatory

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Tower Name
Apartment No.
Type
Floor
No. of Parking slot(s)
Rate of Apartment per square meter*
Carpet Area: _____ square meter (_____ square feet)
Preferential Location Charges (if any)
Unit Price (in rupees)
Club Membership Charges
Applicable taxes and cesses payable by the Applicant(s) which are in addition to total unit price (this includes GST payable at applicable rates as specified from time to time
Total Price (in rupees)

***NOTE:**

- 1. The Total Price for the Said Apartment based on the Carpet Area.**
- 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)

Explanation:

- 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** 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**.
- The **Total Price** as stated above includes taxes (GST and Cess or any other taxes, fees, charges or levies) that may be levied in connection with the development or construction of the Project, and which have been paid or are 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 authorities for the purposes of such possession.

Provided that, in case of any change / modification in the taxes / charges/ fees / levies etc., the subsequent amount payable by the **Applicant(s)** to the **Promoter** shall

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Sole/First Applicant

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Second Applicant

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Third Applicant

be adjusted accordingly based on such change/ modification.

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

- (iii) The **Promoter** shall periodically intimate in writing to the **Applicant(s)**, the amount payable in accordance with the payment plan and the **Applicant(s)** shall make payment demanded by the **Promoter** within the period and in the manner specified therein. Additionally, the **Promoter** shall provide to the **Applicant(s)** the details of the taxes/ charges/ fees/ levies etc. paid or demanded along with the references to the applicable acts/rules/notifications under which such amounts have been imposed, including effective dates of their applicability.
- (iv) The **Total Price** of **Said Apartment** includes the cost of land and the cost of development/ construction not only of 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, and includes cost for providing all other facilities, amenities and specifications to be provided within the **Said Apartment** for residential usage along with parking in the Project, i.e. **Suncity's Monarch Residences Phase-1**.
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**"). The applicant(s) has/have not earned or received, from any third person, any part of the Booking Amount or Total Price paid or to be paid, through any illegal means that could be termed as 'proceeds of crime' as defined under the Prevention of Money Laundering Act, 2002 (PMLA), and the rules framed thereunder. The Allottee(s) further undertakes to indemnify the Promoter against any loss or liability arising from any misrepresentation or breach of this declaration.
4. The **Total Price** is escalation-free, save and except increases which the **Applicant(s)** hereby agrees to pay, due to enhancement in development charges payable to the competent authority and/or any other charges, costs, fees or levies that may be imposed by such authority from time to time. The **Promoter** undertakes and agrees that any such demand raised on the **Applicant(s)** on account of increased development charges / cost / charges / fees / levies, etc., imposed by the competent authorities, shall be accompanied by the relevant 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, however, that any new imposition or increase in development charges after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority (including

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Sole/First Applicant

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Second Applicant

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Third Applicant

any extension of such registration granted in accordance with the applicable Act), shall not be recoverable 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 that:
- (i) The **Applicant(s)** shall have exclusive ownership of the **Said Apartment** for residential usage along with parking space;
 - (ii) The **Applicant(s)** shall also have an undivided share 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 their use. It is further clarified that the **Promoter** shall hand over the common areas to the association of allottees/competent authority, as applicable, upon 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;

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** undertakes to obtain the Occupation Certificate for the Building by 31.03.2031 and thereafter offer to hand over possession of the **Said Apartment** for residential usage along with parking space to the **Applicant(s)**, on or before 30.06.2031, in accordance with the agreed terms and conditions, unless there is delay due to epidemic, pandemic and lock down, Court orders, Government policy/guidelines, decisions or any other circumstances beyond the reasonable control of the **Promoter** that adversely impact the regular progress of the **Project (Force Majeure)**. 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 handing over possession of the **Said Apartment**.

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the

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Sole/First Applicant

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Third Applicant

Promoter to complete and implement the **Project** due to 'force majeure' or above-mentioned unforeseen circumstances, then the allotment shall stand terminated. In such case, the **Promoter** shall refund to the **Applicant(s)**, within ninety days, the entire amount received from the **Applicant(s)** towards the **Said Apartment**. The **Promoter** shall provide the **Applicant(s)** with prior notice of such termination at least thirty days in advance. After refund of the money paid by the **Applicant(s)**, the **Applicant(s)** agrees that he/ she shall not have any rights, claims or demands against the **Promoter** and that the **Promoter** shall stand released and discharged from all its obligations and liabilities under the allotment / **Agreement**.

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

Upon obtaining the Occupation Certificate or part thereof of the building blocks/tower in the **Project**, the **Promoter** shall, within 3 (three) months from the date of above approval, offer possession of **Said Apartment** to the **Applicant(s)** in writing, as per terms of the **Agreement**.

The **Promoter** further agrees and undertakes to indemnify the **Applicant(s)** in case of any failure on its part, in fulfilment of any of the provisions, formalities, documentation required for the valid execution and completion of the Project and/or conveyance of the **Said Apartment**. A copy of the Occupation Certificate or part thereof shall be provided to the **Applicant(s)** upon request at the time of execution of the conveyance deed. The **Applicant(s)**, after the offer of handing over the possession, agrees to pay the maintenance charges and holding charges 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 receipt of a written intimation from the **Promoter** as per para 8 above, the **Applicant(s)** shall take possession of the **Said Apartment** by executing all necessary documents, 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**. Thereafter the **Promoter** shall handover possession of the **Said Apartment** for residential use 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 of the **Said Apartment** within the time provided in Para 8, such **Applicant(s)** shall remain liable to pay the applicable maintenance charges and holding charges as specified in Para 8.

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

For DVOK BUILDCON LLP

R. K. Kumar

Designated Partner/Auth. Signatory

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Sole/First Applicant

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Second Applicant

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Third Applicant

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

Provided that where such cancellation/withdrawal is made by the **Applicant(s)** without any default on the part of the **Promoter**, the **Promoter** shall be entitled to forfeit the **Booking Amount** paid for the allotment, alongwith applicable GST demanded or paid, due to breach of the **Application** or **Agreement** and/or non-payment of dues by the **Applicant(s)**. 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, after such deductions, shall be refunded by the **Promoter** to the **Applicant(s)** within 90 (ninety) days of such cancellation.

11. **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:**

Except in the event of force majeure, epidemics, pandemics and lock downs, Court orders, Government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to offer to handover possession of the **Said Apartment** for residential use along with parking space:

- (i) in accordance with the terms of the **Agreement**, duly completed by the date specified in Para 7; or
- (ii) due to discontinuance of its business as Promoter on account of suspension or revocation of the registration under the Act or for any other reason;

then, in such cases, the **Promoter** shall be liable, on demand by the **Applicant(s)**, in case the **Applicant(s)** wishes to withdraw from the **Project** and without prejudice to any other remedy available under law, to refund the entire amount received from the **Applicant(s)** in respect of the **Said Apartment**, along with interest at the rate prescribed in the Rules and compensation, if any, in the manner as provided under the Act. Such refund shall be made within ninety (90) days from the date on which it becomes due.

Provided that if the **Applicant(s)** does not intend to withdraw from the **Project**, the **Promoter** shall be liable to pay 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 use. Such interest shall be paid to the **Applicant(s)** within ninety (90) days of it becoming due.

12. The **Applicant(s)** shall be considered under a condition of Default, on the occurrence of the following events:

- (iii) 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

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Sole/First Applicant	Second Applicant	Third Applicant

For DVOK BUILDCON LLP
Designated Partner/Auth. Signatory
P. K. Kumar

to pay interest on the unpaid amount, calculated from the due date of such instalment at the rate prescribed in the Rules;

- (iv) In case the default by **Applicant(s)** under the condition listed above continues for a period beyond ninety (90) days after notice in this regard from the **Promoter** in this regard, the **Promoter** shall have the right to cancel the allotment of the **Said Apartment** for residential use along with parking space. In such case, the **Promoter** shall refund the amounts received from the **Applicant(s)**, after forfeiting the **Booking Amount** and any interest component on account of delayed payments (paid / payable by the **Applicant** for breach of **Application/Agreement** and non- payment of any dues) alongwith applicable GST demanded or paid. The rate of interest shall be the highest marginal cost of lending rate of the State Bank of India plus two percent (2%).

The balance amount, after such deductions, shall be refunded by the **Promoter** to the **Applicant(s)** within ninety (90) days of such cancellation. On such default and subsequent cancellation, the **Application/Agreement** shall stand terminated and all obligations or liabilities of the **Promoter** arising therefrom shall cease. Provided that the **Promoter** shall intimate the **Applicant(s)** about such termination at least thirty days prior to such termination.

13. The **Promoter** shall be responsible for providing and maintaining essential services within 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 **Applicant(s)** agrees to execute a maintenance agreement, in standard format, along with other necessary documents, undertakings etc., with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the **Project**. The execution of the maintenance agreement shall be a condition precedent for both handover of possession of **Said Apartment** by the Promoter and execution of the conveyance deed of the **Said Apartment** in favour of the **Applicant(s)**.

In case, the **Applicant(s)**/association of allottees fails to take possession of the said essential services as envisaged in the **Agreement** or as required under the applicable laws, then the **Promoter** shall have the right to recover from the **Applicant(s)** on pro-rata basis, the actual expenses incurred in maintaining such essential services beyond the date of occupation certificate / part thereof.

14. The parking spaces are inseparable from and forms an integral part of the **Said Apartment**. The **Applicant(s)** confirms that the **Applicant(s)** has no right to

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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 spaces and not anywhere else in the **Building/Project**.

15. 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.
16. 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.
17. The **Applicant(s)** shall have no objection in case the **Promoter** creates a charge on the entire Project during the course of development of the **Project** for raising loan from any banking and/or Financial Institution, provided that the creation of such charge shall not affect the rights and interest of the **Applicant(s)** to the **Said Apartment**.
18. 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)**.
19. 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. Further, the **Applicant(s)** shall inform the **Promoter** in writing of any change in the mailing / correspondence address mentioned failing which all demands, notices etc. by the **Promoter** shall be mailed to the address given in the **Application** and shall be deemed to have been received by the **Applicant(s)**.
20. The **Applicant(s)** shall indemnify and keep the **Promoter**, its directors, agents, representatives, employees, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non- performance of the said covenants or said conditions by the **Applicant(s)** as

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

mentioned in the **Application** and **Agreement**.

21. The **Applicant(s)** understands that the final allotment of the **Said Apartment** is entirely at the discretion of the **Promoter**.
22. The Residential Colony on the Licensed Land 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. Suncity's Monarch Residences Phase - I, 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 **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.
23. 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**.
24. 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.
25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application/ Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled in accordance with the provisions of Arbitration & Conciliation Act, 1996 and any statutory modifications thereof through the sole arbitrator. The venue of the arbitration shall be at Gurugram. The courts at Gurugram, Haryana shall have exclusive jurisdiction to entertain the disputes between the parties hereto.

The **Applicant(s)** has/ have fully read and understood the above conditions and agrees to abide by the same.

SCHEDULE - A

For DVOK BUILDCON LLP
R K Kerman
Designated Partner/Auth. Signatory

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

LOCATION

For DVOK BUILDCON LLP
R. K. Kumar
Designated Partner/Auth. Signatory

X
Sole/First Applicant

X
Second Applicant

X
Third Applicant

SCHEDULE - B

SITE PLAN

For DVOK BUILDCON LLP

R. Kumar

Designated Partner/Auth. Signatory

X

Sole/First Applicant

X

Second Applicant

X

Third Applicant

SCHEDULE - B
FLOOR/ UNIT PLAN OF THE SAID APARTMENT

For DVOK BUILDCON LLP

R. K. Kumar

Designated Partner/Auth. Signatory

X
Sole/First Applicant

X
Second Applicant

X
Third Applicant

SCHEDULE - C
PAYMENT PLAN

1. Standard Payment Plan:

Standard Payment Plan	
Particulars	%age of Price
On Booking (RTGS)	5%
On Allotment and Registration of Agreement to sell	5%
4 months from the date of booking	20%
20 months from the date of booking or On completion of 10th floor (<i>whichever is later</i>)	12.50%
36 months from the date of booking or On completion of 40th floor slab (<i>whichever is later</i>)	12.50%
48 months from the date of booking Or On Start of internal Stone/Tile flooring (<i>whichever is later</i>)	12.50%
54 months from the date of booking or On Start of external glazing & railing work (<i>whichever is later</i>)	12.50%
On Application of OC	15%
On Offer of Possession	5%

2. Down Payment Plan:

Down Payment Plan	
Particulars	%age of Price
At the time of Booking & Registration of Agreement to sell	10%
Within 30 days of Registration of agreement to sell	80%
On the Offer of Possession	10%

Notes:

- Stamp duty and registration charges as applicable will be extra.
- GST/ Taxes as applicable. GST additional on each instalment as applicable.
- Holding Charges shall be applicable. (*detailed T&C shall be as per

Maintenance Agreement)

For DVOK BUILDCON LLP
R. K. Kumar
Designated Partner/Auth. Signatory

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

SCHEDULE - D
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT FOR
RESIDENTIAL USAGE)

For DVOK BUILDCON LLP

R. K. Kumar

Designated Partner/Auth. Signatory

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

**SCHEDULE - D SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)**

For DVOK BUILDCON LLP

R. K. Kumar

Designated Partner/Auth. Signatory