

APPLICATION FORM “LANDMARK ONE”

HARERA Registration No.....dated:.....| <https://haryanarera.gov.in>

Promoter: LANDMARK APARTMENTS PRIVATE LIMITED

**APPLICATION FOR ALLOTMENT OF AREA IN LANDMARK ONE
SECTOR-67, GURGAON, HARYANA)**

HRERA Registration No.
dated: | <https://haryanarera.gov.in>

LANDMARK APARTMENTS PRIVATE LIMITED

Corporate Office:
Plot No. 65, Sector 44,
Gurugram, Haryana 122003

Dear Sir/Ma'am,

1. The **Applicant(s)** understands that Landmark Apartments Private Limited ("**Promoter**") is the absolute and lawful owner of land measuring 8.3125 acres comprising in Rect. No. 98 Killa No. 13/1/2, 8,9,12,13/1/1,26,3/2,4/2,6/2,7,13/2,14/1,15/1/1,17 and 2min measuring 66 kanal 10 marla under various registered sale deeds in Village Badshahpur, Sector 67, Tehsil and District Gurgaon ("**Said Land**") *vide* sale deed(s) registered at the office of the jurisdictional Sub-Registrar; The Said Land is earmarked for the purpose of building an IT park project and Department of Town and Country Planning, Chandigarh (Haryana) ("**DTCP**") has granted approval to develop the IT park project *vide* approval dated 12.05.2008 bearing license no. 97 of 2008.
2. The Promoter has on the part of the Said Land built first phase of the IT park project namely "*Landmark Cyber Park*" and DTCP granted a part occupation certificate bearing Memo no. ZP-453/AD (RA)/ 2018/ 34877 dated 26.12.2018.
3. The Promoter applied for a revised demarcation-cum-zoning plan, including phasing of the IT park project developed/to be developed under License No. 97 of 2008, and the DTCP accorded its approval *vide* Memo No. ZP-453/PA (DK)/2025/35563 dated 09.09.2025. Thereafter, the Promoter applied for approval of the building plan for the second phase, which was accorded approval by the DTCP *vide* Memo No. ZP-453/PA (DK)/2025/45156 dated 27.11.2025.
4. That on land admeasuring approximately 4.43702 acres, the Promoter proposes to develop the second phase of the IT park project, comprising four levels of basement car parking, commercial space on the ground floor, multi-level car parking from the first floor to the seventh floor, and IT/office space on the remaining upper floors. The said second phase of the IT park project shall be known as '**Landmark One**' (hereinafter referred to as the "**Project**").
5. 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 _____.
6. The **Applicant(s)** request(s) the **Promoter** for the allotment of commercial unit (on ground floor only)/ IT unit/ any other built up unit in the Project *vide* application no. _____ dated for allotment of_ commercial unit (on ground floor only)/ IT unit no. _ having carpet area of ___ square feet, on___ floor in the Project_admeasuring ___square feet on ___ floor in the Project, 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

X_____
Sole/First Applicant

X_____
Second Applicant

X_____
Third Applicant

State (hereinafter referred to as the “Unit”)

7. 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 (herein after defined) and Rules (herein after 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.
8. 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 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 commercial unit (on ground floor only)/ IT unit/ any other built up unit in the **Project** and has requested the **Promoter** to allot the Said **Unit** therein.
9. Upon execution of the **Agreement**, the **Applicant(s)** shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the **Promoter**, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible under Benami Transactions (Prohibitions) Act, 1988 and other applicable laws.
10. 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.
11. 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 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)**.
12. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Unit** in the **Project** as per the **Payment Plan** opted below.

Down Payment Plan **Standard Payment Plan**

13. The **Applicant(s)** encloses herewith a sum of Rs. _____/- (Rupees _____ Only) by Bank Draft/Cheque No. _____ dated drawn in favour of the “**Landmark Apartments Pvt Ltd Landmark One Collection Account**” payable at Gurugram or through Electronic Transfer in account no. **44750131612**, maintained with State Bank of India, in Industrial Finance Branch, 14th & 15th Floor, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi -110001, bearing IFSC Code SBIN0009601 towards part payment of the **Booking Amount** (as defined herein after). The **Applicant(s)** agrees

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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 Unit**.

14. The **Applicant(s)** agrees that if the **Promoter** allots the **Said Unit**, then the **Applicant(s)** agrees to pay the Total Price of the **Said Unit** as per the **Payment Plan** annexed hereto as **Schedule-A**.
15. 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 alongwith 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 30 (thirty) days from the date of its receipt by the **Applicant(s)**, the application/allotment of the **Applicant(s)** shall be treated as cancelled. 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**.

16. 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**.
17. The **Applicant(s)** agrees to abide by all the terms and conditions contained in this **Application**, including those annexed hereto, as well as the terms and conditions stipulated in the **Agreement** to be executed between the parties. The terms of the **Agreement** shall be read in conjunction with this Application Form and shall be binding upon the Applicant(s). The contents of this Application, along with the annexures and the terms of the Agreement, have been duly explained to the Applicant(s), and the Applicant(s) confirms to have fully understood and accepted the same

X_____
Sole/First Applicant

X_____
Second Applicant

X_____
Third Applicant

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

Title Mr. Ms. 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. _____

Mailing Address _____

Tel. No. _____ Mobile No. _____

E-mail ID: _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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

Title Mr. Ms. 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. _____

Mailing Address _____

Tel. No. _____ Mobile No. _____

E-mail ID: _____

3. **THIRD APPLICANT(S)**

Title Mr. Ms. M/s.

Name _____

_____ Son/Daughter/Wife of

_____ Nationality _____

_____ Age _____ years,

Profession _____ Aadhar No. _____

Please affix
photograph and
sign across the
photograph

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

Income Tax Permanent Account No. _____

Mailing Address _____

Tel. No. _____ Mobile No. _____

E-mail ID: _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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

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

Tower No. _____ Said Unit No. _____ Floor _____	Rate of Said Unit per square meter*
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 Unit** based on the **Carpet Area**.
2. The **Promoter** has taken the conversion factor of 10.764 sq. ft. per sq.mtr. for the purpose of this **Application**.

Carpet Area: _____ square meter (_____ square meter)
X _____ X _____
Sole/First Applicant Second Applicant 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 there from.

Yours Faithfully

Date: _____

Place:_____

Signature of Applicant(s)

Checklist for Receiving Officer:

- a) Amount paid alongwith **Application**.
- b) **Applicant's** signature on all pages of the **Application** format places marked as "X".
- c) PAN No. & Copy of PAN Card/Form60/Form49A.
- 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/FCNRA/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 account of the **Applicant(s)**.
- h) For Partnership Firm/LLP Firm: Copy of Partnership Deed and authorization to purchase.

Place:_____Date:_____Cleared by stock on__

X_____ Sole/First Applicant

X_____ Second Applicant

X_____ Third Applicant

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 Unit and has been more clearly set out in the **Payment Plan (Schedule-A)**;
- (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 UNIT IN LANDMARK ONE, SECTOR-67, 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 unit** based on the **Carpet Area** is Rs. _____/- (Rupees _____ only)(**“Total Price”**):

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Tower No. _____ Said unit No. _____ Floor _____	Rate of Said unit per square meter* _____
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 unit is** based on the **Carpet Area**.
2. The **Promoter** has taken the conversion factor of 10.764 sq. ft. per sq. mtr. For the purpose of this **Application**

Explanation:

- (i) The **Total Price** as mentioned above includes the **Booking Amount** paid/payable by the **Applicant(s)** to the **Promoter** towards the **Said Unit** for of commercial unit (on ground floor only)/ IT unit/ any other built up unit in the Project. It is further clarified that the **Booking Amount** is payable in more than one installment 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 believed, in connection with the development/construction of the **Project** paid/payable by the **Promoter** upto the date of offer of handing over the possession of the **Said Unit** for commercial unit (on ground floor only)/ IT unit/ any other usage (as the case may be) 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.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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 clause (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 alongwith 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 unit** includes recovery of price of land, development/ construction of not only the **Said Unit** but also the common areas , internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., and includes cost for providing all the facilities, amenities and specifications to be provided within the **Said Unit** for commercial unit (on ground floor only)/ IT unit/ any other usage (as the case may be) in the **Project**. In addition to the Total Price, the Allottee shall be liable to pay additional charges towards maintenance and common facilities, including power back up, FFC, EEC.
- 3. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Schedule-A** ("**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 may be) regarding the

X_____
Sole/First Applicant

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Second Applicant

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Third Applicant

Project where the **Said Unit** 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 Unit** for commercial unit (on ground floor only)/ IT unit/ any other usage (as the case may be), if any as mentioned below:

(i) The **Applicant(s)** shall have exclusive ownership of the Unit for Commercial (on ground floor only)/ IT space/ any other usage (as the case may be);

(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 alongwith other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall handover 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 maybe, 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 Unit** for Commercial (on ground floor only)/ IT space/ any other usage (as the case may be).

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

The timely delivery of possession of the **Said 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 Rule2 (1)(f) of the Rules, is the essence of the **Agreement**.

The **Promoter** assures to obtain the Occupation Certificate for the Building by 31st May 2033 and thereafter offer to handover possession of the **Said Unit** for Commercial (on ground floor only)/ IT space/ any other usage (as the case may be) as per agreed terms and conditions by 31st August 20233, unless there is delay due to “**force majeure**”, epidemic, pandemic and lockdown, 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 Unit** for Commercial (on ground floor only)/ IT space/ any other usage (as the case may be).

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the **Applicant(s)**, the entire amount received by the Promoter from the **Applicant(s)** within ninety days. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims

X _____
Sole/First Applicant

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Second Applicant

X _____
Third Applicant

etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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 Unit** 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 fulfillment 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 taking possession, agrees to pay the maintenance charges and holding charges (if any) (as mentioned in **Schedule-A**) 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 Unit**

Upon receiving a written intimation from the **Promoter** as per Para 8 above, the **Applicant(s)** shall take possession of the **Said Unit** from the **Promoter** by executing necessary indemnities, undertakings and such other documentation (including but not limited to the Undertaking cum Indemnity Bond, Maintenance **Agreement**, **Application Form** for membership of the association of allottees) as may be prescribed in the **Agreement**, and the **Promoter** shall give possession of the **Said Unit** 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 Para8, such **Applicant(s)** shall continue to be liable to pay maintenance charges and holding charges.

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 Unit** to the **Applicant(s)**, it shall be the responsibility of the **Promoter** to handover 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.

X_____
Sole/First Applicant

X_____
Second Applicant

X_____
Third Applicant

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 or withdraw from the **Project** without any fault or default on the part of the **Promoter**, the **Promoter** shall be entitled to forfeit the Booking Amount paid towards the allotment, along with the documentation charges, brokerage, and any interest component on delayed payments arising due to breach of the Application or Agreement, or due to non-payment of any dues payable to the Promoter. The **Promoter** shall also be entitled to retain all amounts paid by the Applicant(s) towards taxes, charges, levies, cess, and any other statutory impositions levied by the appropriate authorities. The **Applicant(s)** shall be liable to pay interest to the Promoter at the rate equivalent to the State Bank of India's highest marginal cost of lending rate plus two percent, on any outstanding amounts.

Subject to the above deductions, the balance amount, if any, paid by the Applicant(s) shall be refunded by the Promoter within ninety (90) days from the date of such cancellation, provided that the Applicant(s) has first handed over all original documents, including but not limited to the allotment letter, receipts, agreement(s), and possession-related documents, to the satisfaction of the Promoter.

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 Unit**.

- (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 Unit**, 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 Unit** which shall be paid by the **Promoter** to the **Applicant(s)** within ninety (90) days of it becoming due.

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Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

In case obligation is not complied with by the **Promoter**:

- i. The authority shall order to return the total amount received by the **Promoter** in respect of the **Said Unit**, 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 Unit**.
- 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 installment due as per the **Payment Plan** annexed hereto as **Schedule-A**, the **Applicant(s)** shall be liable to pay interest to the **Promoter** on the unpaid amount from the due date of such installment 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 unit** 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 there upon, stand terminated. Provided that the **Promoter** shall intimate the **Applicant(s)** about such termination at least thirty days prior to such termination.

X_____
Sole/First Applicant

X_____
Second Applicant

X_____
Third Applicant

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 maybe. The cost of maintenance till the date of occupation certificate/part thereof, has been included in the **Total Price** of the **Said unit**.

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

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 **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 there under, 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 Unit** 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 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.

X_____
Sole/First Applicant

X_____
Second Applicant

X_____
Third Applicant

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, creation of such charge shall not affect the rights and interest of the **Applicant(s)** to the **Said Unit**.
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.
20. 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)**.
21. 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**.
22. The **Applicant(s)** understands that the final allotment of the **Said Unit** is entirely at the discretion of the **Promoter**.
23. The Applicant(s) has applied for the allotment of the Unit with full knowledge and understanding that the Promoter is in the process of developing the Project in a phased manner, and that extensive development and construction activities are likely to continue for several years. The Applicant(s) further acknowledges and accepts that the Promoter may, from time to time, undertake additional development and construction of other phases within the Project and may connect or link amenities and facilities such as electricity, water supply, sewerage, drainage systems, etc., across different phases.
24. The Applicant(s) confirms that he/she shall not raise any objection, claim, or dispute, nor withhold or delay any payments demanded by the Promoter, on account of any inconvenience, disruption, or hardship that may be caused due to such ongoing or future development/construction activities or related/incidental operations, including the connection or integration of project-wide amenities and services.
25. The Applicant(s) expressly agrees and acknowledges that he/she shall have no right, title, interest, or claim whatsoever in or over any portion of the land or development

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

earmarked for future phases of the Project. The Applicant(s) further undertakes not to object to or interfere with the Promoter's right to carry out any such future development within the Project, as may be planned or approved by the competent authorities from time to time.

26. The Project on the Licensed Land, is being developed as the Second Phase of the overall development. The Applicant(s) expressly acknowledges and confirms that he/she shall have no right, title, interest, or claim in respect of any other land(s), facilities, or amenities situated outside the boundaries of the Said Land/Project . Any such external land, facility, or amenity—whether forming part of the Complete Land or located beyond it—is specifically excluded from the scope of this Application and the Agreement.
27. The Applicant(s) acknowledges that the Promoter may, from time to time, acquire additional land parcels to be amalgamated with the Licensed Land and/or may be entitled to an increase in Floor Area Ratio (FAR)/Floor Space Index (FSI), as may be permitted by the competent authority under applicable laws. The Applicant(s) shall not raise any objection, claim, or dispute in this regard.
28. The Applicant(s) further understands and accepts that the Promoter may, in accordance with applicable laws and necessary approvals, modify, revise, or amend the layout plans, building plans, maps, architectural designs, or any aspect of the Said Unit and/or the Project, and the Applicant(s) shall have no objection to the same.
29. 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**.
30. 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 there under 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

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

X_____

Sole/First Applicant

X_____

Second Applicant

X_____

Third Applicant

**SCHEDULE - A
SITE PLAN**

**SCHEDULE - B
FLOOR/ UNIT PLAN OF THE SAID
UNIT**

**SCHEDULE - C
PAYMENT PLAN**

1. Standard Payment Plan:

Installment	Particulars	Percentage
1st	At the time of booking	5% of the Total Price
2nd	Within 30 days of Booking	5% of the Total Price
3rd	Within 60 days of Booking or after execution of Agreement for sale	10% of the Total Price
4th	Within 90 days of Booking	10% of the Total Price
5th	On Completion of Ground floor structure	10% of the Total Price
6th	On completion of Multi Level Car Parking	10% of the Total Price
7th	On completion of 14th floor	10% of the Total Price
8th	On completion of Super Structure	10% of the Total Price
9th	On application of Occupation Certificate	20% of the Total Price
10th	On Offer of Possession	10% of the Total Price

Notes:

1. Stamp duty and registration charges as applicable will be extra.
2. GST/Taxes as applicable. GST additional on each installment as applicable.
3. Interest Free Maintenance Security Deposit (IFMS)* shall be payable per Unit on the offer of possession, which shall be over and above the Total Price.

**SCHEDULE - D
COMMON AREAS & FACILITIES**

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

