



COMMERCIAL PLOT

AT 'ALAMEDA CENTRAL' AT SECTOR 73, GURUGRAM

APPLICATION FORM

**APPLICATION FORM FOR ALLOTMENT OF A COMMERCIAL PLOT IN
'ALAMEDA CENTRAL' AT SECTOR 73, VILLAGE BEGUMPUR KHATOLA,
SUB TEHSIL KADIPUR & DISTRICT GURUGRAM, HARYANA**

HRERA Registration No. RC/REP/HARERA/GGM/632/364/2022/107 dated 21.11.2022
<https://haryanarera.gov.in>

DLF HOME DEVELOPERS LIMITED

Registered Office:

1st Floor, DLF Gateway Tower R Block,
DLF City, Phase-III,
Gurugram, Haryana- 122002

Dear Sir/Madam,

1. The **Applicant(s)** understands that DLF Home Developers Limited ("**Promoter**") is the absolute and lawful owner of land admeasuring 23 Kanals 17 Marlas (approx. 2.98 acres) situated at Sector 73, Village Begumpur Khatola, Sub Tehsil Kadipur & District Gurugram, Haryana ("**Said Land**"). The **Promoter** has earmarked the **Said Land** for the purpose of developing a plotted development comprising of Shop Cum Office Plots and the said project shall be known as "**Alameda Central**" (hereinafter referred to as the "**Said Project**") situated at Sector 73, Village Begumpur Khatola, Sub Tehsil Kadipur & District Gurugram, Haryana. The Site/Location plan is annexed herewith as **Schedule-III**. The **Promoter** has registered the **Said 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 21.11.2022 under registration number RC/REP/HARERA/GGM/632/364/2022/107.
2. The **Applicant(s)** request(s) the **Promoter** for the allotment of a commercial plot in the **Said Project** having an area of _____ sq. mts. (_____ sq. yards) and right in the common areas, if any ("**Common Areas**") as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the "**Said Commercial Plot**") as more particularly set out in '**Schedule-I**'.
3. The **Applicant(s)** fully acknowledges that the **Promoter** has provided all the information and clarifications as required by the **Applicant(s)** and the **Applicant(s)** is fully satisfied with the same. The **Applicant(s)** has fully acquainted himself with all the particulars of the **Project**, as has been provided by **Promoter**. The **Applicant(s)** has/have also satisfied himself/herself in respect of the layout plan, sanctions and approvals based on which the **Said Project** is being developed.
4. The **Applicant(s)** states and confirms that the **Promoter** has made the **Applicant(s)** aware of the terms and conditions of the **Agreement for Sale** ("**Agreement**") on the website <https://haryanarera.gov.in> 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. The **Applicant(s)** further

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

confirms to have fully understood the terms and conditions of the **Agreement** (including the **Promoter's** limitations) and the **Applicant(s)** is/are agreeable to perform his/her obligations as per the conditions stipulated in the **Agreement**. Having fully understood and agreed, the **Applicant(s)** has/have applied for allotment of a commercial plot in the **Said Project** and has requested the **Promoter** to allot the same.

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

Down Payment Plan **Instalment Plan**

8. The **Applicant(s)** enclose(s) herewith a sum of Rs. _____ (Rupees _____ Only) vide Bank Draft/ Cheque No. _____ dated _____, drawn on _____ Bank, _____, Branch, 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** (defined hereinafter). The **Applicant(s)** agree(s) that the aforesaid payment which forms part of the **Booking Amount** shall be adjusted towards the **Total Price** (as defined hereinafter) of the **Said Commercial Plot**.
9. The **Applicant(s)** hereby agree(s) that in the event the **Promoter** accepts this **Application** and allots the **Said Commercial Plot**, the **Applicant(s)** shall pay the **Total Price** of the **Said Commercial Plot** as per the **Payment Plan** as explained to the **Applicant(s)** and agreed and opted by the **Applicant(s)** which is annexed hereto as **Schedule-II** ("Payment Plan").
10. 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** and secondly, the **Applicant** and the **Promoter** execute and also register the **Agreement** as per the provision of the relevant Act/laws of the State.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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 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 the **Application** will be considered as valid, enforceable 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. M/s.

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

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

IncomeTax Permanent Account No. _____

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

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

GSTIN No. : _____

Please affix
photograph and
sign across the
photograph

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Tel No.: _____ Mobile No. : _____

E-mail ID: _____

2. JOINT/SECOND APPLICANT(S)

Title Mr. Ms. M/s.

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

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

Please affix
photograph and
sign across the
photograph

IncomeTax Permanent Account No. _____

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

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

3. THIRD APPLICANT(S)

Title Mr. Ms. M/s.

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

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

Please affix
photograph and
sign across the
photograph

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Income Tax Permanent Account No. _____

Ward / Circle / Special Range / 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. _____ CIN No. _____

Reg. Office/Corporate Office _____

Authorized Signatory _____

Board Resolution dated/Power of Attorney _____

PAN No./GSTIN _____

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

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

4. DETAILS OF SAID COMMERCIAL PLOT

Plot Area: _____ sq. mtr. (_____ sq. yards)

Plot Number: _____

Block No.: _____

5. DETAILS OF PRICING

The **Total Price** of the **Said Commercial Plot** for commercial usage based on the Plot Area as per approved demarcation/zoning plan (whichever is applicable) is Rs.

_____ (Rupees _____)

_____ only ("**Total Price**"):

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

<p>Said Commercial Plot No.:</p> <p>Block No.: _____</p> <p>Area of the Plot (in square meter) _____</p>	<p>Rate of Said Commercial Plot per square meter*</p>
<p>Plot Price: (in rupees)</p> <p>GST (if any)</p>	<p>_____</p>
<p>Total Price (in rupees)</p>	

NOTE:-

* 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)

DECLARATION

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

Yours faithfully,

Date: _____

Place: _____

Signature of Applicant(s)

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

-----**FOR OFFICE USE ONLY**-----

RECEIVING/OFFICER

Name _____

Signature _____

Date _____

1. **ACCEPTED** / **REJECTED**

2. Commercial Plot No. _____ having total Plot Area _____ sq. mtrs. along right in the Common Areas, if any.

3. **Total Price:** _____

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

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. Check-list for Receiving Officer:

(a) Amount paid on **Application**.

(b) **Applicant(s)** signature on all pages of the **Application** form.

(c) PAN No. & Copy of PAN & Aadhar Card/ Form 60/ Form 49A.

(d) For Companies: Certified copies of Memorandum & Articles of Association and board resolution in support of the authorised signatory under common seal of the Company.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

- (e) 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.
- (f) For NRI: Copy of Passport/ Foreign Inward Remittance from the account of the **Applicant(s)**/ NRE/ NRO A/c of the **Applicant(s)**.
- (g) For Partnership/ LLP Firm: Certified copy of Partnership deed and authorization to purchase.

Date _____

Place _____

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 Commercial Plot** and has been more clearly set out in the Payment Plan;
- (c) **“Government”** means the Government of the State of Haryana;
- (d) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;
- (e) **“Section”** means a section of the Act.

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF A COMMERCIAL PLOT AT THE 'ALAMEDA CENTRAL' AT SECTOR 73, VILLAGE BEGUMPUR KHATOLA, SUB TEHSIL KADIPUR, GURUGRAM, HARYANA.

The terms and conditions given below shall be read together with the terms and conditions more comprehensively set out in the **Agreement**. The **Applicant(s)** shall sign all the pages of this **Application** as token of his acceptance.

- 1. The **Applicant(s)** confirms that the **Applicant(s)** has/have examined and conducted due diligence of all the documents relating to the **Said Land** and has/have satisfied himself/themselves about the title/interest/rights of the **Promoter** in the **Said Land**.
- 2. The **Applicant(s)** has seen the **Said Commercial Plot**, the layout plan/site plans provided on site etc. and depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the **Said Project** where the **Said Commercial Plot** is located and has accepted the same along with the **Payment Plan** annexed herewith as **Schedule-II** which has been approved by the competent Authority.
- 3. This **Application** is being entered into by the **Applicant(s)** after being fully satisfied about the rights, title and interest of the **Promoter** over the **Said Land/Said Project** and after having full knowledge of the applicable laws, to which the Promoter and/or the **Said Project** are or be subject to in future.
- 4. The **Total Price** of the **Said Commercial Plot** for commercial usage based on the total Plot Area as per approved demarcation/zoning plan (whichever is applicable) is Rs. _____
_____ (Rupees _____
_____ only).

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Said Commercial Plot No.: Block No.: _____ Area of the Plot (in square meter) _____	Rate of Said Commercial Plot per square meter*
Plot Price: (in rupees) GST (if any)	
Total Price (in rupees)	

Explanation:

(i) The **Total Price** as mentioned above includes the **Booking Amount** paid by the **Applicant(s)** to the **Promoter** towards the **Said Commercial Plot**. 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 the **Agreement**.

(ii) The **Total Price** as mentioned above includes Taxes (GST and Cess or any other or any other taxes/fees/charges/levies etc. which may be levied, in connection with the construction/ development of the **Said Project** paid/payable by the **Promoter**) up to the date of offer of handing over of possession of the **Said Commercial Plot** to the **Applicant(s)** or the competent authority, as the case may be, 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/fee/levies/etc., the subsequent amount payable by the **Applicant(s)** to the **Promoter** shall be increased/ reduced 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 **Said 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 the manner specified therein. In addition, the **Promoter**

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

shall provide to the **Applicant(s)** the details of the taxes charges/fee/levies/etc. paid/payable or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The **Total Price** of the **Said Commercial Plot** for commercial usage includes recovery of price of land, development of not only of the **Said Commercial Plot**, but also the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the **Said Commercial Plot**, waterline and plumbing, fire detection and firefighting equipment (if applicable) in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within **Said Commercial Plot** for commercial usage in the **Said Project**.
5. 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 **Said 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)**.
6. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Schedule-II** to the **Application**.
7. Subject to Para 14, the **Promoter** agrees and acknowledges that **Applicant(s)** shall have the right to the **Said Commercial Plot** only for commercial usage as mentioned below:
- (i) The **Applicant(s)** shall have exclusive ownership of the **Said Commercial Plot** for commercial usage;
- (ii) The **Applicant(s)** shall also have rights in the Common Areas, as provided under Rule 2(1)(f) of the 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 /part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of the Rules;

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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

8. Schedule for possession of the Said Commercial Plot for commercial usage: Timely delivery of possession of the **Said Commercial Plot** for commercial usage to the **Applicant(s)** and the common areas to the association of allottees or the competent authority or the maintenance agency, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the **Agreement**.

The **Promoter** assures to offer to hand over possession of the **Said Commercial Plot** for commercial usage as per agreed terms and conditions by 8th September 2027 unless there is delay due to “*force majeure*”, pandemic, epidemic, court orders, government policy/guidelines, decisions effecting the regular development of the **Project**. If, the completion of the **Project** is delayed due to the above conditions, then the **Applicant(s)** agrees that the **Promoter** shall be entitled to the extension of time for delivery of possession of the **Said Commercial Plot** for commercial usage.

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the **Promoter** to implement the **Said 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 **Agreement**.

9. Procedure for taking possession of the Said Commercial Plot: The **Promoter**, upon obtaining the approved demarcation-cum-zoning plan/provision of services by the **Promoter**, duly certifying part completion certificate/Completion Certificate, as the case may be, in respect of **Said Project** shall offer in writing the possession of the **Said Commercial Plot** within three months from the date of above, 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 approved demarcation-cum-zoning plan/provision of services by the **Promoter**/part /Completion Certificate in respect of **Project** at the time of conveyance of the same. The **Applicant(s)**, after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the **Promoter**/ Maintenance Agency/ association of allottees/competent authority, as the case may.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

- 10. Failure of Applicant(s) to take possession of the Said Commercial Plot for commercial usage:** Upon receiving a written intimation from the **Promoter** as per Para 9, the **Applicant(s)** shall take possession of the **Said Commercial Plot** from the **Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in the **Agreement**, and the **Promoter** shall give possession of the **Said Commercial Plot** for commercial usage to the **Applicant(s)** as per terms and conditions of the **Agreement**. In case the **Applicant(s)** fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Para 9, such **Applicant(s)** shall continue to be liable to pay maintenance charges and holding charges as specified in Para 9.
- 11. Possession by the Applicant(s):** After obtaining the completion / part completion certificate of the **Project** or approved Zoning-cum-Demarcation Plan /provision of the services by the **Promoter**, duly certifying/part completion certificate/Completion Certificate, in respect of the **Said Project**, as the case may be and handing over the physical possession of the **Said Commercial Plot** for commercial usage to the **Applicant(s)**, it shall be the responsibility of the **Promoter** to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules.
- 12. Cancellation by Applicant(s):** The **Applicant(s)** shall have the right to cancel/ withdraw his allotment in the **Said 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 **Applicant(s)** for breach of agreement and non payment of due payable to **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.

- 13. 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 **Said 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 and pandemic, Court order, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Commercial Plot** for commercial usage.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

- (i) in accordance with the terms of the **Agreement**, duly completed by the date specified in Para 8; 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 **Said Project**, without prejudice to any other remedy available, to return the total amount received by him in respect of the **Said Commercial Plot** for commercial usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety (90) days of it becoming due.

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

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

- (i) the authority shall order to return the total amount received by the **Promoter** in respect of the **Said Commercial Plot** for commercial usage, with interest at the rate prescribed in the Rules in case the **Applicant(s)** wishes to withdraw from the **Said 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 **Said Project** the authority shall order the **Promoter** to pay the **Applicant(s)** interest at the rate prescribed in the Rules for every month of delay till the offer of the possession of the **Said Commercial Plot** for commercial usage.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16 of Rules.

14. 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-II**, 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;

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

(ii) In case the default by **Applicant(s)** under the condition listed above continues for a period beyond ninety (90) days after notice from the **Promoter** in this regard, the **Promoter** may cancel the allotment of the **Said Commercial Plot** for commercial usage in favour of the **Applicant(s)** and refund the money paid to him by the **Applicant(s)**, by forfeiting the **Booking Amount** paid for the allotment and interest component on delayed payment (paid / payable by the **Applicant(s)** 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.

15. The **Applicant(s)** shall be required to join the society/association/master association of the owners and the Applicant(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the **Promoter** in its sole discretion for this purpose.

16. The **Applicant(s)** shall at the time of possession be liable to execute the maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the **Project**. Execution of the maintenance agreement shall be a condition precedent for handing over possession of **Said Commercial Plot** by the **Promoter** and also for executing the conveyance deed of the **Said Commercial Plot**.

17. The **Promoter** shall be responsible to provide and maintain essential services in the **Said Project** till the taking over of the maintenance of the **Said Project** by the association of owners/ maintenance agency or competent authority, as the case may be, upon the issuance of the part completion certificate/completion certificate of the **Project**, as the case may be. The cost of such maintenance limited to the above or for a period of one year from the date of part completion certificate/Completion Certificate, has been included in the **Total Price** of the **Said Commercial Plot** for commercial usage. In case, the **Applicant(s)/** association of applicant(s)/maintenance agency fails to take possession of the said essential services as envisaged in the **Agreement** or prevalent laws governing the same, then in such a case, the **Promoter** or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

18. The allotment of **Said Commercial Plot** in the **Said Project** is entirely at the sole discretion of the **Promoter** and the **Promoter** reserves the right to accept or reject the application without assigning any reason thereof.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

19. After the **Promoter** executes the **Agreement**, the **Promoter** shall not mortgage or create a charge on the **Said Commercial Plot** and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **Applicant(s)** who has taken or agreed to take such **Said Commercial Plot**.
20. The **Applicant(s)** acknowledges that he/they may with the permission from the **Promoter** raise and/ or avail loan facility from banks or financial institutions for purpose of raising finance towards allotment of the **Said Commercial Plot**. The **Applicant(s)** further acknowledges that any delay on account of raising and/ or availing said loan shall not absolve the **Applicant(s)** from making timely payment of the **Total Price** or any part thereof.
21. The **Applicant(s)**, if residing 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 Plot and the **Promoter** shall issue the payment receipts in favour of the **Applicant(s)** only.
22. The **Applicant(s)** agrees, undertakes and confirms that the **Said Commercial Plot** allotted to the **Applicant(s)** shall be used and developed for commercial purpose only and not for any other purpose whatsoever. The **Applicant(s)** agrees that the **Applicant(s)** shall construct on the **Said Commercial Plot** in accordance with the design, plans, and specifications being in compliance of the applicable law including but not limited to the building plans and architectural control drawings/site plans approved by the competent authorities/**Promoter** within 3 years from the date of offer of possession. In case the **Applicant(s)** fails to complete the construction and obtain a certificate for occupation and use from the competent authority within the stipulated period, then the **Promoter** at their sole discretion may accede to the request of the **Applicant(s)** to extend the construction period but only upon the **Applicant(s)** paying a late construction penalty to the **Promoter** calculated at the rate as prescribed by HSVP (Earlier known as HUDA) on the plot area of the **Said Commercial Plot** per month for the entire period of delay.
23. The **Applicant(s)** agrees and acknowledges that in the controlled drawings, zoning plan and building plan as may be approved by the competent authorities there would be restrictions including but not limited to, elevation of the building, on the number of floors to be constructed by the **Applicant(s)** on the **Said Commercial Plot** and other norms imposed by the competent authority(ies). The construction by the **Applicant(s)** shall not

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

exceed the number of floors and shall not violate any other norm as may be stipulated in the zoning plan/building plan. The **Applicant(s)** specifically agrees that the **Said Commercial Plot** shall not be partitioned / sub-divided / fragmented / remodelled / additionally constructed in any manner to create more units as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the competent authority(ies). Further, the **Applicant(s)** specifically undertakes to strictly abide by all norms and conditions of the site plan/ zoning plan / demarcation plan /controlled drawings/ building plan, notifications, rules, bye-laws and/or any other approvals granted by the competent authority(ies) or any direction of **Promoter** in respect of the **Said Commercial Plot**, as may be applicable from time to time. The approval of the building plan(s), occupation certificate shall be the responsibility of the **Applicant(s)** and the cost of the same shall be borne by the **Applicant(s)** alone.

24. The **Applicant(s)** agrees to inform the **Promoter**, in writing, any change in the mailing address mentioned in this **Application**, failing which, all letters/emails by the **Promoter** shall be mailed/emailed to the address given in this **Application** and deemed to have been received by the **Applicant(s)**. In case of joint applicant's communication sent to the first named **Applicant(s)** in this **Application** shall be deemed to have been sent to all applicants.
25. 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**.
26. The **Applicant(s)** understands that the **Promoter** may alter/change/amend the layout plans, architectural design, maps etc. of the **Said Commercial Plot / Project** as per the applicable laws.
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 \ relevant in the State for the time being in force.
28. 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**.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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)

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

**SCHEDULE – II
PAYMENT PLAN**

1. Standard Payment Plan:

Sl. No.	Instalment Description	% Due of Total Price
1	On Application	INR 5 Lacs
2	Within 1 Month of Application	INR 5 Lacs
3	Booking Amount - Within 3 months of Application	10% (less INR 10 Lacs)
After Builder Buyer Agreement		
4	Within 6 Month of Application	5%
5	Within 9 Month of Application	5%
6	Within 12 Month of Application	5%
7	Within 15 Month of Application	10%
8	Within 18 Month of Application	10%
9	Within 21 Month of Application	10%
10	Within 24 Month of Application	10%
11	Within 26 Month of Application	10%
12	Within 28 Month of Application	10%
13	On Receipt of part completion certificate/Completion Certificate	10%
14	On Offer of Possession	5%+IBMS
	Total	100%

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

**SCHEDULE – II
PAYMENT PLAN**

2. Down Payment Plan:

Sl. No.	Instalment Description	% Due of Total Price
1	On Application	INR 5 Lacs
2	Within 1 Month of Application	INR 5 Lacs
3	Booking Amount - Within 3 Months of Application	10% (less INR 10 Lacs)
After Builder Buyer Agreement		
4	Within 4 Month of Application	80% (less Down Payment Rebate at 8%)
5	On Offer of Possession or 2 years from RERA certificate date, whichever is later	10%+IBMS
	Total	100%

3. Notes to payment plans:

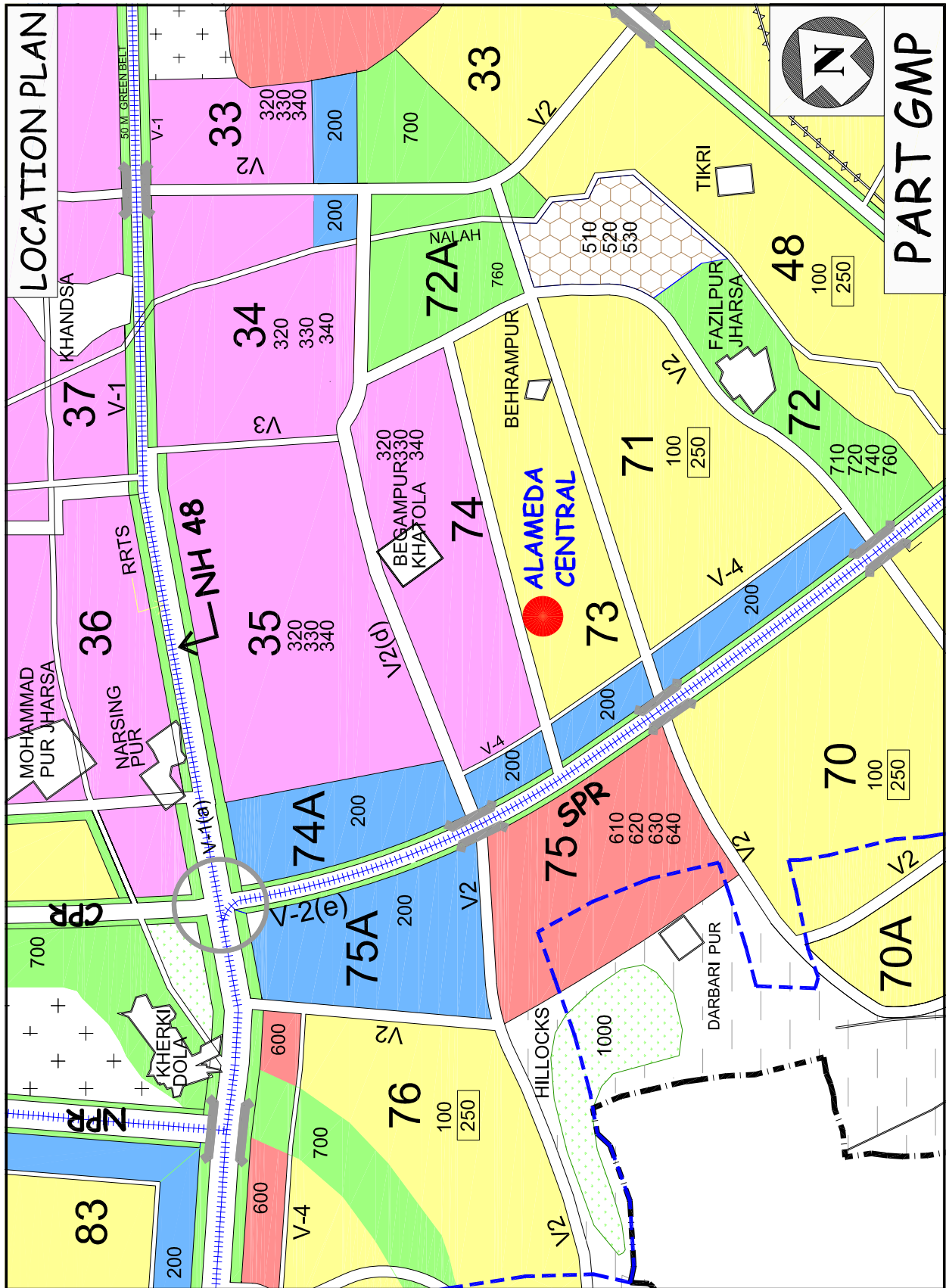
1. Stamp Duty and Registration charges as applicable.
2. GST as applicable
3. Holding Charges to be paid at INR 250 per sq. yd. per month (if Applicable)
4. Interest Bearing Maintenance Security Deposit (IBMS) of INR 1,000 per sq. yd. to be paid at the time of possession

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

**SCHEDULE - III
SITE/LOCATION PLAN**



X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant



DLF Home Developers Limited

Registered Office:
1st Floor, DLF Gateway Tower,
R Block, DLF City Phase III,
Gurugram 122002,
Haryana

HARERA Registration No. RC/REP/HARERA/GGM/632/364/2022/107 dated 21.11.2022