

**Application for allotment of an Independent Residential Floor at Plot
Number _____ in DLF City Phase I and III, Sector 24 and 27,
Gurugram (Haryana)**

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

DLF Exclusive Floors Private Limited Registered Office:

2nd Floor, DLF Gateway Tower,
R-Block, DLF City,
Phase - III Gurgaon-122002

Dear Sir/Madam,

1. The **Applicant(s)** understands that **DLF Exclusive Floors Private Limited ("Promoter")** is the absolute and lawful owner of plot bearing no. _____ measuring _____ sq. meters (_____ sq. yds.) (hereinafter referred to as the "**Said Land**") in in Sector 24 and 27, District Gurugram, Haryana (location plan attached as **Schedule-IVA**).
2. The **Promoter** is constructing on the **Said Land** a project comprising of four independent floors, along with basement, stilt parkings and common areas and facilities as given in **Schedule-I** and the same shall be known as ' _____ [**PLOT NUMBER**] Independent Floors at DLF City, Phase I and III' ("**Project**") in Sector 24 and 27, Gurugram. The floor plans of the **Project** are attached as **Schedule-IV**.
3. The **Applicant(s)** request(s) the **Promoter** for allotment of a residential independent floor in the Project having Carpet Area of approx. _____ square meters, (hereinafter referred to as the "**Said Independent Floor**").
4. The **Applicant(s)** fully acknowledges that the **Promoter** has provided all the information and clarifications as required by the **Applicant(s)** and the **Applicant(s)** is fully satisfied with the same. The **Applicant(s)** has fully acquainted himself with all the particulars of the **Project** as has been provided by **Promoter** on the official website of the Authority established as per the provisions of the Act (hereinafter defined) and **Rules** (hereinafter defined) and is subject to mutually agreed variations thereto. 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)** state(s) and confirm(s) that the **Promoter** has made the **Applicant(s)** aware of the availability of the **Agreement for Sale ("Agreement")** on the official website of the **Promoter** www._____ and at the registered 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 said 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 floor in the said Project and has requested the **Promoter** to allot the **Said Independent Floor** 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** does not become entitled to the final allotment of the **Said Independent Floor** in the **Project** notwithstanding the fact that the **Promoter** may have issued a receipt in acknowledgement of the money tendered with this **Application** by the **Applicant(s)**.
8. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Independent Floor** along with parking spaces in the **Project** as per the Payment Plan opted below.

Down Payment Plan

Installment Payment Plan

9. The **Applicant(s)** encloses herewith a sum of Rs. _____/- (Rupees _____ only) by Bank Draft/Cheque No. _____ dated _____ drawn in favour of the **Promoter** payable at _____ or through Electronic Transfer in account no. _____, maintained with _____ Bank, in _____ Branch, bearing IFSC Code _____, towards part payment of the **Booking Amount** (as defined hereinafter). The **Applicant(s)** agrees that the aforesaid payment which forms a part of the **Booking Amount** shall be adjusted as part payment towards the **Total Price** (as defined below), of the **Said Independent Floor** along with parking spaces.
10. The **Applicant(s)** agrees that if the **Promoter** allots the **Said Independent Floor** along with parking spaces, then the **Applicant(s)** agrees to pay the **Total Price** of the **Said Independent Floor** as per the Payment Plan annexed hereto as **Schedule III**.
11. That the **Applicant(s)** understand that by just forwarding the **Agreement** to the **Applicant(s)** by the **Promoter**, does not create a binding obligation on the part of the **Promoter** or the **Applicant(s)** until, firstly, the **Applicant(s)** signs and delivers the **Agreement** with all the schedules along with the payments due as stipulated in the **Payment Plan** within 30 (thirty) days from the date of receipt by the **Applicant(s)**. Secondly, the **Applicant(s)** and the **Promoter** have an obligation to execute and register the said **Agreement** as per the provision of the relevant Act.
- 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, as per intimation by the **Promoter**, 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** shall be treated as cancelled and all sums deposited by the **Applicant(s)** in connection therewith including the **Booking Amount** shall be returned to the **Applicant(s)** without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the **Applicant(s)** to get the **Agreement** executed, the **Applicant(s)** does not come forward or is incapable of executing the same, then in such a case the **Promoter** has an option to forfeit the **Booking Amount**.
12. Notwithstanding anything contained in this **Application**, the **Applicant(s)** understands that this **Application** will be considered as valid and proper only on realization of the amount tendered with this **Application**.
13. The **Applicant(s)** agrees to abide by the terms and conditions annexed hereto in this **Application** and the terms as laid down in the **Agreement**.

1. SOLE OR FIRST APPLICANT(S)

Title Mr. Ms. M/s.

Name _____

Son/Daughter /Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

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

Income Tax Permanent Account No. _____

Ward / Circle / Special Range and place where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____

Mobile No. _____ E-mail ID _____

Please affix
photograph and
sign across the
photograph

2. JOINT/SECOND APPLICANT(S)

Title Mr. Ms. M/s.

Name _____

Son/Daughter /Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

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

Income Tax Permanent Account No. _____

Ward / Circle / Special Range and place where assessed to income tax _____

Mailing Address _____

Please affix
photograph and
sign across the
photograph

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. _____

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 and place where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____

Mobile No. _____ E-mail ID _____

OR

M/s. _____ CIN No. _____

Reg. Office/Corporate Office _____

Authorized Signatory _____

Board Resolution dated/Power of Attorney _____

PAN No./TIN No. _____

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

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

- (g) For NRI: Copy of Passport/Foreign Inward Remittance from the account of the **Applicant(s)** /NRE/NROA/of the **Applicant(s)**.
- (h) For Partnership Firm/LLP Firm: Copy of Partnership Deed and authorization to purchase.

DATE _____

Place _____

Cleared by stock on _____

In this Application, following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purpose 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 Independent Floor 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 AN INDEPENDENT RESIDENTIAL FLOOR ON PLOT NUMBER _____ IN DLF CITY PHASE I AND III, SECTOR 24 AND 27, 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/her acceptance of these terms and conditions.

1. The **Applicant(s)** confirms that the **Promoter** has provided an opportunity and that the **Applicant(s)** has examined and conducted due diligence of all the documents relating to the **Said Land** and has/have satisfied himself/themselves about the title/interest/rights of the **Promoter** in the **Said Land**.
2. The **Total Price** for the **Said Independent Floor** along with parking, based on the **Carpet Area** is Rs. _____/- (Rupees _____ only) (**“Total Price”**):

Plot No. _____ Independent Floor No. _____ Type _____ Parking(s) No. _____ <u>In Basement</u> _____ Store No. _____ Staff Room No. _____	Rate of Said Independent Floor per square feet* _____
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<p>Unit Price (in rupees)</p> <p>Applicable taxes and cesses payable by the Applicant. (This includes GST payable at rates as specified from time to time, which at present is 5%):</p>	
<p>Total Price (in rupees)</p>	

***NOTE:-** 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:

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

(ii) The **Total Price** as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the **Project** paid/payable by the **Promoter** up to the date of handing over the possession of the **Said Independent Floor** along with parking to the **Applicant(s)** after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided that, in case there is any change / modification in the taxes / charges/ fees / levies etc., the subsequent amount payable by the **Applicant(s)** to the **Promoter** shall be increased / decreased based on such change/ modification.

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

(iii) **The Promoter** shall periodically intimate in writing to the **Applicant(s)**, the amount payable as stated in (i) above and the **Applicant(s)** shall make payment demanded by the **Promoter** within the time and in the manner specified therein. In addition, the **Promoter** shall provide to the **Applicant(s)** the details of the taxes/ charges/ fees/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ charges/ fees/ levies etc. have been imposed or become effective.

- (iv) The **Total Price** of **Said Independent Floor** along with parking includes recovery of price of land, development and construction of not only the **Said Independent Floor** 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 Independent Floor**, lift, waterline and plumbing, fire detection and firefighting equipment in common areas (if any), finishing with paint, marbles, tiles, doors and windows, maintenance charges etc. and includes cost of other facilities, amenities and specifications to be provided within the **Said Independent Floor** along with parking in the **Project**. The proposed specifications for the **Said Independent Floor** are given in detail in **Schedule-II**.
3. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Schedule-III** ("**Payment Plan**").
4. The **Total Price** is escalation-free, save and except increases which the **Applicant(s)** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **Promoter** undertakes and agrees that while raising a demand on the **Applicant(s)** for increase in development charges / cost / charges / fees / levies, etc., imposed by the competent authorities, the **Promoter** shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the **Applicant(s)**, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the **Project** as per registration with the Authority, which shall include the extension of registration, if any, granted to the **Project** by the Authority, as per the **Act**, the same shall not be charged from the **Applicant(s)**.
5. The **Applicant(s)** has/ have seen the layout plan/ building plans, specifications, amenities and facilities etc. depicted in the advertisement/ brochure/ Agreement/ Website regarding the Project where the **Said Independent Floor** is located and has/ have accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. which has been approved by the competent authority.
6. Subject to Para 21, the **Promoter** agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Independent Floor** for residential usage along with parking as mentioned below:
- (i) The **Applicant(s)** shall have exclusive ownership of the **Said Independent Floor** for residential usage along with exclusive right to use parking.
- (ii) The **Applicant(s)** shall also have rights in the common areas, as provided under Rule 2(1)(f) of Rules, 2017. The Applicant(s) shall use the common areas along with other occupants etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017;
The **Applicant(s)** has the right to visit the project site to assess the extent of development of the Project and his **Said Independent Floor** for residential usage.
- (iii)

7. **Schedule for possession of the Said Independent Floor**

Timely delivery of possession of the **Said Independent Floor** along with parking 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 Rules, 2017, is the essence of the **Agreement**.

The **Promoter** assures to offer to hand over possession of the **Said Independent Floor** along with parking as per agreed terms and conditions by _____ [date], unless there is delay due to “*force majeure*”, Court orders, Government policy/guidelines, decisions effecting the regular development of the Project. If, the completion of the **Project** is delayed due to the above conditions, then the **Applicant(s)** agrees that the **Promoter** shall be entitled to the extension of time for delivery of possession of the **Said Independent Floor**.

The **Applicant(s)** agrees and confirms that, in the event it becomes impossible for the **Promoter** to implement the **Project** due to *force majeure* and above mentioned conditions, then the allotment shall stand terminated and the **Promoter** shall refund to the **Applicant(s)** the entire amount received by the **Promoter** from the **Applicant** within ninety days. The **Promoter** shall intimate the **Applicant** 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**.

8. **Procedure for taking possession of Said Independent Floor**

The **Promoter**, upon obtaining the occupation certificate or part thereof of the **Building** in the **Project**, shall offer in writing the possession of **Said Independent Floor** for residential usage within three months, from the date of above approval, to the **Applicant(s)** as per terms of the **Agreement**.

The **Promoter** agrees and undertakes to indemnify the **Applicant(s)** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Promoter**. The **Promoter** shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the **Project** at the time of conveyance of the same. The **Applicant(s)**, after taking possession, agrees to pay the maintenance charges and holding charges (as mentioned in **Schedule III**) 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 Independent Floor**

Upon receiving a written intimation from the **Promoter** as per Para 8, the **Applicant(s)** shall take possession of the **Said Independent Floor** for residential usage from the **Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in the **Agreement**, and the **Promoter** shall give possession of the **Said Independent Floor** for residential usage to the **Applicant** as per terms and conditions of the **Agreement**.

In case the **Applicant(s)** fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in Para 8, such **Applicant(s)** shall continue to be liable to pay maintenance charges and holding charges as specified in Para 8.

10. **Possession by the Applicant(s)**

After obtaining the occupation certificate/part occupation certificate of the **Building** in respect of the **Project** and handing over the physical possession of the **Said Independent Floor** for residential purpose alongwith parking to the **Applicant(s)**, it shall be the responsibility of the **Promoter** to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

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

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

Provided that where the **Applicant(s)** proposes to cancel/withdraw from the **Project** without any fault of the **Promoter**, the **Promoter** herein is entitled to forfeit the **Booking Amount** paid for the allotment and interest component on delayed payment (payable by the customer for breach of **Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the **Applicant(s)** shall be returned by the **Promoter** to the **Applicant(s)** within 90 (ninety) days of such cancellation.

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

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

Except for occurrence of a *force majeure*, Court order, Government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the **Said Independent Floor** for residential usage along with parking.

- (i) in accordance with the terms of the **Agreement**, duly completed by the date specified in Para 7; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the **Act**; or for any other reason; the **Promoter** shall be liable, on demand to the **Applicant(s)**, in case the **Applicant(s)** wishes to withdraw from the **Project**, without prejudice to any other remedy available, to return the total amount received by him in respect of the **Said Independent Floor** for residential usage alongwith parking, with interest at the rate prescribed in the **Rules** including compensation in the manner as provided under the **Act** within ninety 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 Independent Floor** for residential usage, which shall be paid by the **Promoter** to the **Applicant(s)** within ninety (90) days of it becoming due.

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

- (i) the authority shall order to return the total amount received by the **Promoter** in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the **Rules** in case the **Applicant(s)** wishes to withdraw from the **Project**.
 - (ii) in case **Applicant(s)** claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
 - (iii) if the **Applicant(s)** does not intend to withdraw from the **Project** the authority shall order the **Promoter** to pay the **Applicant(s)** interest at the rate prescribed in the **Rules** for every month of delay till the offer of the possession of the **Said Independent Floor** for residential usage.
 - (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16.
13. 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 of the **Project**, as the case may be.

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

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

14. 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 Independent Floor** and the Promoter shall issue the payment receipts in favour of the Applicant(s) only.

Whenever there is any change in the residential status of the **Applicant** subsequent to the submitting this Application Form, 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.

15. 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 Independent Floor**. 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.
16. The Applicant(s) acknowledges that the Application / allotment is not assignable and the **Applicant(s)** has no right whatsoever to assign, transfer, nominate or convey the **Said Independent Floor** in any manner without prior written consent of the **Promoter** which consent may be given or may be denied by the **Promoter** in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the Government in force and shall be subject to the terms, conditions and charges as the **Promoter** may impose from time to time in this regard. The **Applicant(s)** shall be solely responsible and liable for all legal, monetary or any consequences that may arise from such nominations, if so permitted by the **Promoter**.
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, such charges if created shall be vacated before execution of the Agreement for the **Said Independent Floor**. The creation of such charge shall not affect the rights and interest of the applicant to the **Said Independent Floor**.
18. In case of joint **Applicant(s)**, all communication shall be sent to the **Applicant**, 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. 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)**.
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 mentioned in the **Application** and **Agreement**.
21. 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 III**, the **Applicant** shall be liable to pay interest to the **Promoter** on the unpaid amount from the due date of such instalment at the rate prescribed in the **Rules**;
 - (ii) In case the default by **Applicant(s)** under the condition listed above continues for a period beyond ninety (90) days after notice from the **Promoter** in this regard, the **Promoter** may cancel the allotment of the **Said Independent Floor** for residential usage along with parking in favour of the **Applicant** and refund the money paid to him by the **Applicant(s)**, by forfeiting the **Booking Amount** paid for the allotment and interest component on delayed payment (paid / payable by the **Applicant** for breach of Application/**Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the **Applicant(s)** to the **Promoter** shall be the State Bank of India's highest marginal cost of lending rate plus two percent (2%). The balance amount of money paid by the **Applicant(s)** shall be returned by the **Promoter** to the **Applicant(s)** within ninety (90) days of such cancellation. On such default, the Application/**Agreement** and any liability of the **Promoter** arising out of the same shall thereupon, stand terminated. Provided that the **Promoter** shall intimate the **Applicant(s)** about such termination at least thirty days prior to such termination.
22. The **Applicant(s)** agrees and understands that the Promoter shall conform to the carpet area that has been allotted to the **Applicant(s)** after the construction of the Said Independent Floor is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The **Applicant(s)** understands that the **Total Price** payable for the carpet area shall be recalculated upon confirmation by the **Promoter**. If there is reduction in the carpet area, then the **Promoter** shall refund the excess amounts paid by the **Applicant(s)** within 90 (Ninety) days with annual interest at the rate prescribed in the **Rules**, from the date when such an excess amount was paid by the **Applicant(s)**. If there is any increase in the carpet area, which is not more than 5% of the carpet area of the **Said Independent Floor** allotted to the **Applicant(s)**, the **Promoter** may demand that from the **Applicant(s)** as per the next milestone of the **Payment Plan** as provided in **Schedule-III**.
23. The **Applicant(s)** understands that the final allotment of the **Said Independent Floor** is entirely at the discretion of the **Promoter**.
24. 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**.
25. The rights and obligations of the Parties under or arising out of this Application Form shall be construed and enforced in accordance with the **Act** and the **Rules** and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

The **Applicant(s)** have fully read and understood the terms and conditions and agree to abide by the same.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

****Note: All factual details and blanks shall be filled at the time of finalization.***