

No.: \_\_\_\_\_



# APPLICATION FORM



# THE ULTIMA

BY DLF



**Application for Allotment of an Apartment in 'The Ultima' (Phase-II, Towers A,B,C,D,F,G,N,Q & R) in DLF Garden City, Sector 81, Gurugram (Haryana)**

M/s. DLF Limited,

**Registered Office:** 3rd Floor, Shopping Mall,

Arjun Marg, DLF City Phase - I, Gurugram, Haryana

**Head Office:** DLF Centre, Sansad Marg, New Delhi – 110001

Dear Sirs,

1. The Applicant(s) understands that the Promoter(hereinafter defined), is promoting the Said Project (hereinafter defined). The Applicant has visited/instected Tower No.\_\_\_\_\_ Apartment No.\_\_\_\_\_ in Phase-II of The Ultima for which the Applicant(s) is making an application after being satisfied with the quality and specifications, according to which the apartment has been built and the unit is complete in all respects in consonance with Occupation Certificate granted on 05/02/2019 and 18/09/2019 by the competent authority.
  
2. The Applicant(s) states and confirms that the Promoter has made the Applicant(s) aware of the availability of the Apartment Buyer's Agreement (hereinafter defined) on the Website www.dlf.in and at the head office of the Promoter. The Applicant(s) confirms that he/she has read and perused the Agreement containing the detailed terms and conditions and in addition, the Applicant(s) further confirms to have fully understood the terms and conditions of the Agreement (including the Promoter's limitations) and the Applicant(s) is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement. The Applicant has also satisfied himself in respect of the sanctions and approvals based on which the project has been developed. Thereafter, the Applicant(s) has applied for allotment of an apartment in the Said Project and has requested the Promoter to allot an apartment. The Applicant(s) agrees and confirms to sign the Agreement in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned herein below.
  
3. The Applicant(s) requests that the Applicant(s) may be allotted the apartment and an exclusive right to use Parking Space(s) (hereinafter defined) in the Said Project as per the Promoter's:

Down Payment Plan

Installment Payment Plan

4. 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 \_\_\_\_\_ towards the booking amount, of the Said Apartment.

5. The Applicant(s) agrees that if the Promoter allots the Said Apartment (hereinafter defined), then the Applicant(s) agrees to pay the Total Price (hereinafter defined) and any increase in the taxes / charges / fees / levies etc. as per the payment plan opted by the Applicant(s) and/ or as and when demanded by the Promoter or in accordance with the terms of this Application/Agreement.
6. By just forwarding the Agreement to the Applicant by the Promoter, does not create a binding obligation on the part of the Promoter or the Applicant until, firstly, the Applicant 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. Secondly, the applicant and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of 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 and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Applicant for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Applicant, application of the Applicant shall be treated as cancelled and all sums deposited by the Applicant in connection therewith including the booking amount shall be returned to the Applicant without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the applicant to get the agreement executed, the applicant does not come forward or is incapable of executing the same, then in such a case the promoter has an option to forfeit upto ten percent of the booking amount.

7. The Applicant(s) acknowledges that the Promoter has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is fully satisfied with the same and the Applicant(s) has fully acquainted himself of all the particulars of the said project as has been provided on the website of the authority established as per the provisions of the RERA Act and Rules and is subject to any mutually agreed variations thereto. The Applicant(s) hereby confirms that he is signing this Application with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related 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.
8. 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.
9. The Applicant(s) agrees to abide by the terms and conditions annexed hereto this Application including those relating to payment of Total Price and any increase in the taxes / charges / fees / levies etc. and forfeiture of Booking Amount and as laid down herein and/or in the Agreement.

My/our particulars are given below for your reference and record:

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

Title Mr. Ms. M/s.

Name \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years \_\_\_\_\_

Profession \_\_\_\_\_

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

Income Tax Permanent Account No. \_\_\_\_\_

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

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_

Tel No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

E-mail ID: \_\_\_\_\_

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

Title Mr. Ms. M/s.

Name \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years \_\_\_\_\_

Profession \_\_\_\_\_

Please affix  
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sign across the  
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Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_

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

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 \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years \_\_\_\_\_

Profession \_\_\_\_\_

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

Income Tax Permanent Account No. \_\_\_\_\_

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

Mailing Address \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

Office Name & Address \_\_\_\_\_  
\_\_\_\_\_

Tel No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

E-mail ID: \_\_\_\_\_

**OR**

M/s. \_\_\_\_\_

Reg. Office / Corporate Office \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Board Resolution dated/Power of Attorney \_\_\_\_\_

PAN No./TIN No. \_\_\_\_\_

Tel No. \_\_\_\_\_

Fax No. \_\_\_\_\_

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

**4. DETAILS OF SAID APARTMENT**

Type \_\_\_\_\_

Carpet Area \_\_\_\_\_ sqm. ( \_\_\_\_\_ sq. ft.)

Super Area \_\_\_\_\_ sqm. ( \_\_\_\_\_ Sq. ft)

Building Block \_\_\_\_\_ Floor \_\_\_\_\_ Number \_\_\_\_\_

**5. DETAILS OF PRICING**

Total price payable for the Said Apartment including 2/3 Parkings, Club Charges, EDC/IDC etc. is

Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only)

NOTE:- The Promoter has taken the conversion factor of 10.764 sq.ft. persqm. for the purpose of this Application(1 feet = 304.8 mm)

**6. DECLARATION**

The Applicant(s) hereby declares that my/our Application is irrevocable and that the above particulars /information given by the Applicant(s) are true and correct and nothing has been concealed therefrom.

Yours faithfully,

Date:

Place:

Signature of Applicant(s)

**FOR OFFICE USE ONLY**

RECEIVING/OFFICER

Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

1. ACCEPTED/REJECTED

2. Apartment No. \_\_\_\_\_ Building Block No. \_\_\_\_\_

Floor \_\_\_\_\_

Carpet Area \_\_\_\_\_ sqm. [ \_\_\_\_\_ sq. ft.]

Super Area \_\_\_\_\_ sqm. [ \_\_\_\_\_ sq. ft.]

3. Parking Space Nos. (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

Type: Covered (basement / stilts) / Open.

Total Price payable for the Said Apartment: Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_

\_\_\_\_\_ only)

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 \_\_\_\_\_



8. Real Estate Agent 's Name and address, Stamp with Signature \_\_\_\_\_

9. Check-list for Receiving Officer:

- (a) Booking amount.
- (b) Customer's signature on all pages of the Application form at places marked as "X".
- (c) PAN No. & Copy of PAN Card / Form 60 / Form 49 A.
- (d) For Companies: Certified copies of Memorandum & Articles of Association and board resolution in Support of the authorized signatory under common seal of the Promoter.
- (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 Firm: Partnership Deed and authorization to purchase.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Cleared by stock on \_\_\_\_\_

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN THE ULTIMA(Phase-II Towers A,B,C,D,F,G,N,Q & R), DLF GARDENCITY, SECTOR 81, GURUGRAM, HARYANA.**

The terms and conditions given below are more comprehensively set out in the Agreement which upon execution shall supersede this Application. The Applicant(s) shall sign all the pages of this Application as token of his acceptance.

**Definitions and Interpretations**

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.

**"Apartment Act"** means the Haryana Apartment Ownership Act, 1983 and the Rules and/or any other statutory enactment or modifications thereof.

**"Agreement"** shall mean the Apartment Buyers' Agreement to be executed by the Applicant(s) and the Promoter.

**"Applicant(s)"** shall mean the Applicant(s) applying for allotment of the Said Apartment, whose particulars are set out in this Application and who has appended his signature as acknowledgement of having agreed to the terms and conditions of this Application.

**"Application"** shall mean this Application form for allotment of an apartment in Said Project on the terms and conditions contained herein.

**"Promoter"** shall have the same meaning as set out herein above in the Application.

**"Common Areas and Facilities"** means such common areas and facilities within the Said Building/Said Project earmarked for common use of all the allottee(s) and mentioned in Part A, Part B and Part C of **Schedule-E** of the Agreement.

**"Declaration"** shall mean the declaration (including any amended declaration) filed/to be filed under the Apartment Act, with the competent authority, with regard to the Said Apartment/ Said Building/ Said Project.

**"Booking Amount"** shall mean an amount of Rs. 5 lacs paid by the Applicant(s).

**"External Development Charges (EDC)"** means the charges levied or leviable on the Said Project/ Said Land including any further increase in such charges (by whatever name called or in whatever form) by the Government of Haryana or any other Competent authority and with all such conditions imposed, to be paid by the Applicant(s).

**"Force Majeure"** means Court order, Government policy/ guidelines, decisions, affecting the regular development of the real estate project.

**“Holding Charges”** means the charges which the Allottee is liable to pay in case the Allottee fails to / delays to take the possession of the Apartment upon being Offered for Possession by the Promoter and shall be levied @ Rs. 35 per sq. ft. per month of the carpet area and any part of the month will be reckoned as complete month towards the payment of Holding Charges

**“IBMS”** means the interest bearing maintenance security of Rs. \_\_\_\_\_ (@Rs. 200/- per sq. ft of Super Area of the Said Apartment) to be paid by the Allottee to the Association of Apartment Owners/Maintenance Agency for the maintenance and upkeep of the Said Project carrying a simple yearly interest as per the applicable rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realization of the amount by the Association of Apartment Owners/Maintenance Agency.

**"Infrastructure Development Charges (IDC)"** shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority towards the cost of development of major infrastructure projects.

**"Infrastructure Augmentation Charges (IAC)"** means the infrastructure augmentation charges levied/leviable (by whatever name called, now or in future) by the Governmental Authority(ies) for recovery of the cost of the augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in any such charges.

**"Maintenance Agency"** means the Association of Apartment Owners or such other agency/ body to whom the Promoter may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Project/ Said Building.

**"Maintenance Charges"** shall have the meaning ascribed to it in the draft maintenance agreement for maintaining the Common Areas and Facilities in the Said Building / Said Project, which shall be more elaborately described in the draft maintenance agreement attached to the Agreement.

**"Parking Space(s)"** means parking space(s) allotted to the Applicant(s) details of which are mentioned in this Application.

**“Promoter”** means the company who is developing the Said Project.

**“RERA Act/HRERA Rules 2017”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016); and the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana or as amended from time to time.

**"Said Apartment"** means the specific apartment applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative apartment that may be allotted by the Promoter in lieu of the Said Apartment.

**“Said Building”** means the tower/building in the Said Project in which the Said Apartment will be located and regarding which the Occupation has been granted by the Competent Authority on 05/02/2019 and 18/09/2019.

**“Said Group Housing Colony”** means The Ultima comprising of Phase I & II and Phase III (Future Development/ Construction) of residential apartment buildings, Shops, Community Centre/Club, Swimming Pools, Tennis Courts, Basket ball Courts, Badminton Courts, 1 Nursery school,1 Primary School, EWS apartments etc. and any other future building(s), as may be approved by the Competent Authority.

**“Said Project”** means Real Estate Project Towers A,B,C,D,F,G,N,Q & R, constituting Phase-II (11.343 acres) of said Group Housing Colony and part of **'The Ultima, DLF Garden City, Sector 81, Gurugram, Haryana.**

**"Taxes and Cesses"** shall mean any and all taxes payable by the Promoter and/or its contractors (including subcontractors), suppliers, consultants, etc. by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, GST/ Service Tax (as and where applicable), Cess, Educational Cess, Worker's Welfare Cessor any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Apartment/ Said Project, now or in future or any increase thereof

**"Total Price"**

Means the Total Price for the built up Said Apartment (as the case may be) along with parking (if applicable) based on the Carpet Area is \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Block/ Building/ Tower no. _____
Apartment No. _____
Type_____
Floor _____
Parking _____
Total price (in rupees) _____

**Explanation:**

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Said Apartment along with Parking (if applicable).
- (ii) The Total Price as mentioned above includes Taxes (GST, as and where applicable / Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Said Apartment alongwith parking (if applicable) to the allottee(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 further, if there is any increase in the taxes/ charges/ fees/ levies, EDC/IDC 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 RERA Act/HRERA Rules 2017, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes/ charges/ fees/ levies etc. paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/ charges/ fees/ levies etc. have been imposed or become effective.
- (iv) The Total Price of Said Apartment along with Parking (if applicable) includes recovery of price of land, development/ construction of not only of the Said Apartment but of 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 apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment along with parking (if applicable) in the Project

The Applicant(s) hereby confirm that he/she/they is/are signing this Application with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project;

1. The Applicant(s) shall make the payment as per the payment plan set out in **Schedule I**. (“**Payment Plan**”).
2. The Promoter agrees and acknowledges, the Applicant(s) shall have the right to the Apartment for Residential/any other usage along with parking as mentioned below:
  - (i) The Applicant(s) shall have exclusive ownership of the Apartment for Residential/any other usage along with Parking.
  - (ii) The Applicant(s) shall also have a right in the Common Areas as provided under Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017. 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 Applicant(s)/ competent authorities as provided under Rule 2(1)(f) of the Rules, 2017 of the State;
  - (iii) The Applicant(s) has the right to visit the site office during visiting hours.

3. The Applicant(s) acknowledges and confirms that the Applicant(s) has not paid any amount towards any other lands, areas, facilities and amenities falling outside the Said Project and as such, the Applicant(s) shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of the Agreement or in the computation of the Carpet Area. The Applicant(s) acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Promoter and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other person.
4. The Applicant(s) agrees and understands that the Said Apartment / Said Building/ Said Project is subject to the provisions of the Apartment Act. The common areas and facilities as decided by the Promoter or as specified by the Promoter in any declaration (which may be filed by the Promoter in compliance of the Apartment Act), shall be conclusive and binding on the Applicant(s). The Applicant(s) agrees and confirms that the Applicant(s) right, title and interest in the Said Apartment, common areas and facilities shall be limited to and governed by what may be decided or specified by the Promoter in such declaration.
5. The Applicant(s) shall be required to join the society/association of the owners of the apartments 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/Maintenance Agency for this purpose.
6. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Said Apartment to the Applicant(s), which it has collected from the Applicant(s)s, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies/ etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Applicant(s)s or any liability, mortgage loan and interest thereon before transferring the apartment to the Applicant(s)s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
7. 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 (EDC, IDC,IAC etc.) 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 Promoters 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 said project by the Authority, as per the RERA Act/HRERA Rules 2017, the same shall not be charged from the Applicant(s).

The parking space(s) mentioned in the application are intended to be used on an exclusive basis by the Applicant/owner of the said apartment. It is further clarified and understood by the Applicant that the right to use the said parking space is an integral part of the said apartment and the same cannot be sold/ dealt with independently of the Said apartment. It is further clarified by the Promoter and fully understood by the Applicant that no separate price or charge has been recovered by the Promoter as part of the total price of the said apartment for the right to exclusive use of such parking space. However, the liability to pay for the maintenance and upkeep charges as may be levied from time to time by the maintenance agency on such parking space shall be the responsibility of the Applicant and such rights are co-terminus with the discharge of all the obligations as mentioned in the application and the agreement. All clauses of the application and the agreement pertaining to allotment, possession, cancellation etc shall apply mutatis mutandis to the parking space so allotted, wherever applicable.

8. (a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Applicant(s) in not making payments as per the Payment Plan [Schedule-I] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Applicant(s) that exercise of discretion by the Promoter in the case of one Applicant(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Applicant(s).

(b) Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

9. The Promoter has completed the Project and has obtained the Occupation Certificate of the Towers in Phase II and is offering possession on completion of due formalities as per applicable laws including complete payments by the applicant(s) and shall also handover the common areas to the association of Applicant(s) or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.
10. The Applicant(s) has seen the implemented layout plan/ demarcation-cum-zoning/ site plan/ building plans, Occupation Certificates, specifications & amenities and facilities, as provided on site etc. and depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Said Project(s) where the Said Apartment along with parking (if applicable) is located and has accepted the floor/ site



plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter has developed the Said Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and conditions of the license/ allotment as well as registration of RERA, etc. Subject to the terms of the Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the provisions and norms prescribed by the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 as applicable and/or the Haryana Building Code 2017 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the RERA Act/HRERA Rules 2017 or as per approvals/ instructions/ guidelines of the Competent Authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

11. i) Schedule for possession of the Said Apartment

The Promoter agrees and understands that timely delivery of possession of the Said Apartment along with parking (if applicable) to the Applicant(s) and the common areas to the association of Applicant(s) 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 hand over possession of the Said Apartment along with parking (if applicable) as per agreed terms and conditions unless there is delay due to “force majeure”, Court orders, Government policy/ guidelines/ decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Applicant(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Apartment.

The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Promoter to handover the possession 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 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.

ii) Procedure for taking possession of Said Apartment

The Promoter, has obtained the Occupation Certificate thereof of Building Blocks of Phase-II in respect of Group Housing along with parking and shall offer in writing the possession of Said Apartment within three months, from the date of above or the end



of the payment plan as per schedule-I, whichever is later, 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 has satisfied the allottee regarding the Occupation Certificate and shall provide a copy (on demand) of occupation certificate or part thereof in respect of Group Housing along with parking (if applicable) at the time of conveyance of the same. However, if the allottee fails to take over the possession when offered by the promoter then the allottee is liable to pay the holding charges. The Applicant(s), after taking possession, agree(s) to pay the maintenance charges and in case of failure to take possession then additionally the holding charges as determined by the Promoter/association of Applicant(s)/ competent authority, as the case may be.

12. Failure of Applicant(s) to take Possession of Said Apartment

Upon receiving a written intimation from the Promoter as per Para 11(ii), the Applicant(s) shall take possession of the Said Apartment 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 Apartment to the Applicant(s) as per terms and conditions of 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 11(ii), such Applicant(s) shall continue to be liable to pay Maintenance Charges and holding charges as specified in Para 11(ii).

13. Possession by the Applicant(s)

The Occupation Certificate of the building blocks in Phase II in respect of Group Housing Colony has been received for Towers A,B,N,Q & R on 05.02.2019 & for Towers C,D,F,G & Commercial building on 18.09.2019. Upon the offer of possession to the applicant upon the completion of all due formalities including complete payments, the applicant shall take over the possession of the apartment within the stipulated time. If there is a delay of the applicant to take over the possession and completion of due formalities, then in that case the allottees shall be liable to pay the holding charges from the date of offer of possession. In such event upon the failure of the Allottee to take possession, then in that case the promoter for the delay of the Allottee to take possession and complete the formalities in the offer of possession, the Promoter shall remain absolved of the liability to execute the Conveyance Deed within stipulated time for such period or any other obligation of Promoter under the Real Estate (Regulation and Development) Act 2016 and 2017 Rules of any other instructions

14. Cancellation by Applicant(s)

The Applicant(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the RERA Act/HRERA Rules 2017:

Provided that where the Applicant(s) proposes to cancel/withdraw from the Said 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 nonpayment 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 ninety days of such cancellation.

15. Compensation

The Promoter shall compensate the Applicant(s) in case of any loss caused to him due to defective title of the land, on which the Said Project is being developed or has been developed, in the manner as provided under the RERA Act/HRERA Rules 2017 and the claim for interest and 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 Apartment (if applicable).

- (i) in accordance with the terms of the Agreement, duly completed by the date as specified by the Promoter or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the RERA Act/HRERA Rules 2017; or for any other reason; the Promoter shall be liable, on demand to the Applicant(s)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 Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the RERA Act/HRERA Rules 2017 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 Apartment, which shall be paid by the promoter to the Applicant(s) within ninety days of it becoming due.

16. The Promoter undertakes that the promoter shall have no right to make additions or to put up additional structure(s) anywhere within the present Development in the Real Estate Project (Phase-II regarding which Occupation Certificates has been received on (5/2/2019 and 18/9/2019) after the building plan, layout plan, sanction plan and specifications, amenities and facilities including the revisions if any therein has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority. There will be no

restriction on the right of the Promoter to make necessary revisions and modifications in the remaining area of further and future development and in this regard the Allottee shall have no right, claim and objection.

17. The Promoter reserves the right to give on lease or hire any part of the top roof/terrace above the top floor, unless otherwise reserved specifically, of any of the buildings in the Said Project for installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use/hire/lease the same for advertisement purpose and the Applicant(s) agrees that the Applicant(s) shall not object to the same and make any claim on this account. The roof top/terrace shall always vest with the Promoter and the Promoter shall be the sole owner thereof.
18. (i) The Applicant(s) agrees and undertakes that after the Association of Apartment Owners/ Competent Authority, as the case may be, has taken over the maintenance of the Said Project, thereafter the Applicant(s) shall be liable to pay Maintenance charges for the maintenance of the common areas & facilities of the Said Project to such Association of Apartment Owners / Competent Authority. Each Applicant(s) shall promptly pay all such Maintenance Charges as demanded by the Association of Apartment Owners or the Competent Authority and to secure the payment of such Maintenance Charges, the Applicant(s) shall always keep deposited an amount Rs. \_\_\_\_\_ (@Rs. 200/- per sq. ft of Super Area of the Said Apartment) with the Association of Apartment Owners/ Competent Authority, as the case may be; which shall be called "Interest Bearing Maintenance Security" (IBMS) Deposit. The Applicant(s) agrees to pay all such Maintenance Charges to the Association of Apartment Owners / Competent Authority, as the case may be; by way of a cheque / demand draft drawn in favour of the such Association of Apartment Owners / Competent Authority, as the case may be. In case, the Applicant(s) fails to pay any maintenance bill then (a) the Applicant(s) shall not be entitled to avail any maintenance services (b) and the amount of such maintenance bills shall be first adjusted from the interest accrued upon the IBMS and if the interest on IBMS falls short of the amount of maintenance bill then such short fall shall be adjusted out of the principal amount of IBMS. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum Rs. \_\_\_\_\_ (@Rs. 200/- per sq. ft of Super Area of the Said Apartment), then the Applicant(s) hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill.
- ii) 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 Applicant(s) or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Unit/ Apartment for Residential/ Commercial/ any other usage.

In case, the Applicant(s)/ association of Applicant(s)s 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.

19. The Promoter, on receipt of Total Price of the Said Apartment shall execute a Conveyance Deed preferably within three months but not later than six months from possession and convey the title of the apartment for which possession is granted to the Applicant(s).

Provided that, the Said Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case the Applicant(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Applicant(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Applicant(s) to the Promoter.

After the Promoter executes the Agreement, the Promoter shall not mortgage or create a charge on the Said Apartment alongwith parking (if applicable) 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 Apartment alongwith parking (if applicable).

20. (a) 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 and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(b) The Promoter accepts no responsibility in regard to matters specified in para 20(a) above. The Applicant(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant(s) subsequent to the signing of the Agreement, 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 if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Applicant(s) and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Applicant(s) only.

21. The Applicant(s) agrees to inform the Promoter in writing any change in the mailing address mentioned in this Application, failing which, all letters by the Promoter shall be mailed to the address given in this Application and the same shall be 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 the Applicant(s).
22. 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 payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
  - (ii) In case default by Applicant(s) under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit/ Apartment for Residential/ Commercial/ any other usage alongwith parking (if applicable) 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 (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 ninety days of such cancellation. On such default, the 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.
23. The Applicant(s) understands that the final allotment of the Said Apartment is entirely at the discretion of the Promoter.
24. That it is specifically understood by the applicant(s) that upon execution, the terms and conditions as set out in the Agreement shall supersede the terms and conditions as set out in this Application.

25. The Applicant(s) understands that this Application is purely on tentative basis and the Promoter may decide not to allot any or all the apartments in the Said Building/Said Project or altogether decide to put at abeyance the project itself due to force majeure, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Promoter with this Application from the Applicant(s).
26. The Applicant(s) agrees and understands that terms and conditions of this Application and those of the Agreement may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the Applicant(s) and the Promoter.
27. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA Act/HRERA Rules 2017.

The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Place:

Date:

(SIGNATURE OF THE APPLICANT(S))

**Schedule-I**

**The Ultima – Payment Plan**

<b>S NO.</b>	<b>STAGE</b>	<b>AMOUNT</b>
1	On Booking	5 Lacs
2	Within 2 months from the date of booking	10% of Total Price (Less booking amount)
3	Within 6 months from the date of booking	15% of Total Price
4	Within 24 months from the date of booking	75% of Total Price (IBMS as applicable) (Less TPR, MIR and Down Payment Rebate as applicable)

<b>Notes:</b>	
a)	Timely Payment Rebate (TPR) @ Rs. 1675 per sq. ft. for 3BHK units and Rs. 1900 per sq. ft. for 4BHK units of the carpet area shall be applicable if all the instalments are paid on or before the due dates.
b)	Move in Rebate (MIR) @ Rs. 825 per sq. ft. for 3BHK units and Rs. 950 per sq. ft. for 4BHK units of carpet area shall be applicable if the allottee(s) makes their premises operational, after taking the physical possession, either by themselves or through their tenants before 6 months from the date of offer of possession.
c)	If customer pays 4th installment of 75% within 6 months, Down Payment Rebate @ 15% of Total Price(net of TPR & MIR) shall be applicable.
d)	Early Payment Rebate @10% p.a. will be applicable, provided: (i) the installment due is fully paid (ii) installment is paid minimum 90 days in advance.
e)	A sum of Rs. _____ ( @ Rs. 200/- per sq. ft of the Super Area) is also payable towards Interest Bearing Maintenance Security (IBMS) to "ULTIMA CONDOMINIUM ASSOCIATION".
f)	Stamp Duty and registration charges extra as applicable.
g)	Right to use car parkings per apartment is for two car parking slots for 3BHK & three car parking slots for 4BHK apartments.



## Schedule-II







Schedule-III

3BHK+S TYPE I



Disclaimer: The images are illustrative and for indicative purpose only. There are minor variations in layout & areas of Apartment/Towers. The specifications of each apartment is as given in the agreement and the applicants may satisfy themselves by visiting the apartment, which is complete and the Buildings/Towers have received its Occupation Certificate(s).

Schedule-III

3BHK+S TYPE II

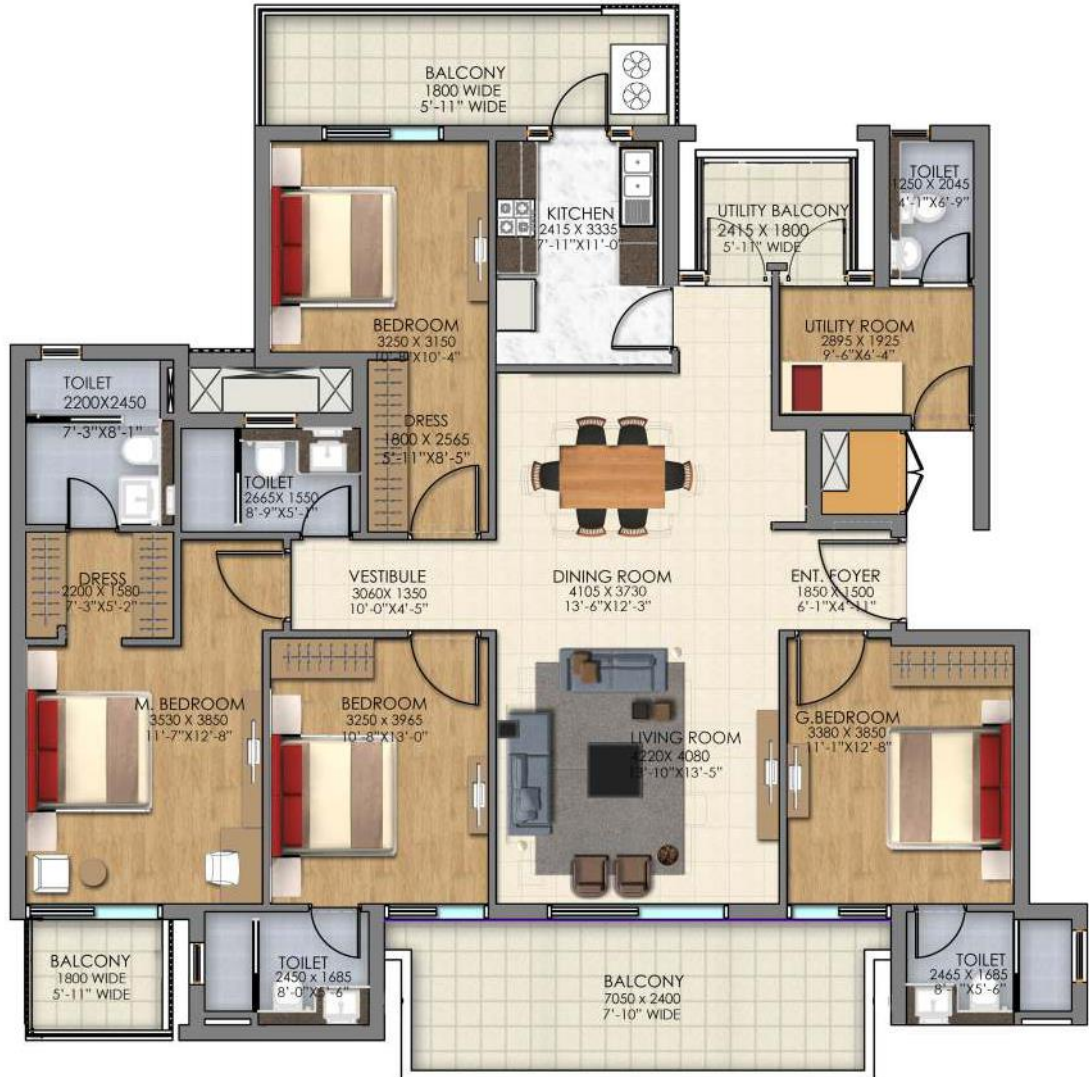


**Disclaimer:** The images are illustrative and for indicative purpose only. There are minor variations in layout & areas of Apartment/Towers. The specifications of each apartment is as given in the agreement and the applicants may satisfy themselves by visiting the apartment, which is complete and the Buildings/Towers have received its Occupation Certificate(s).



Schedule-III

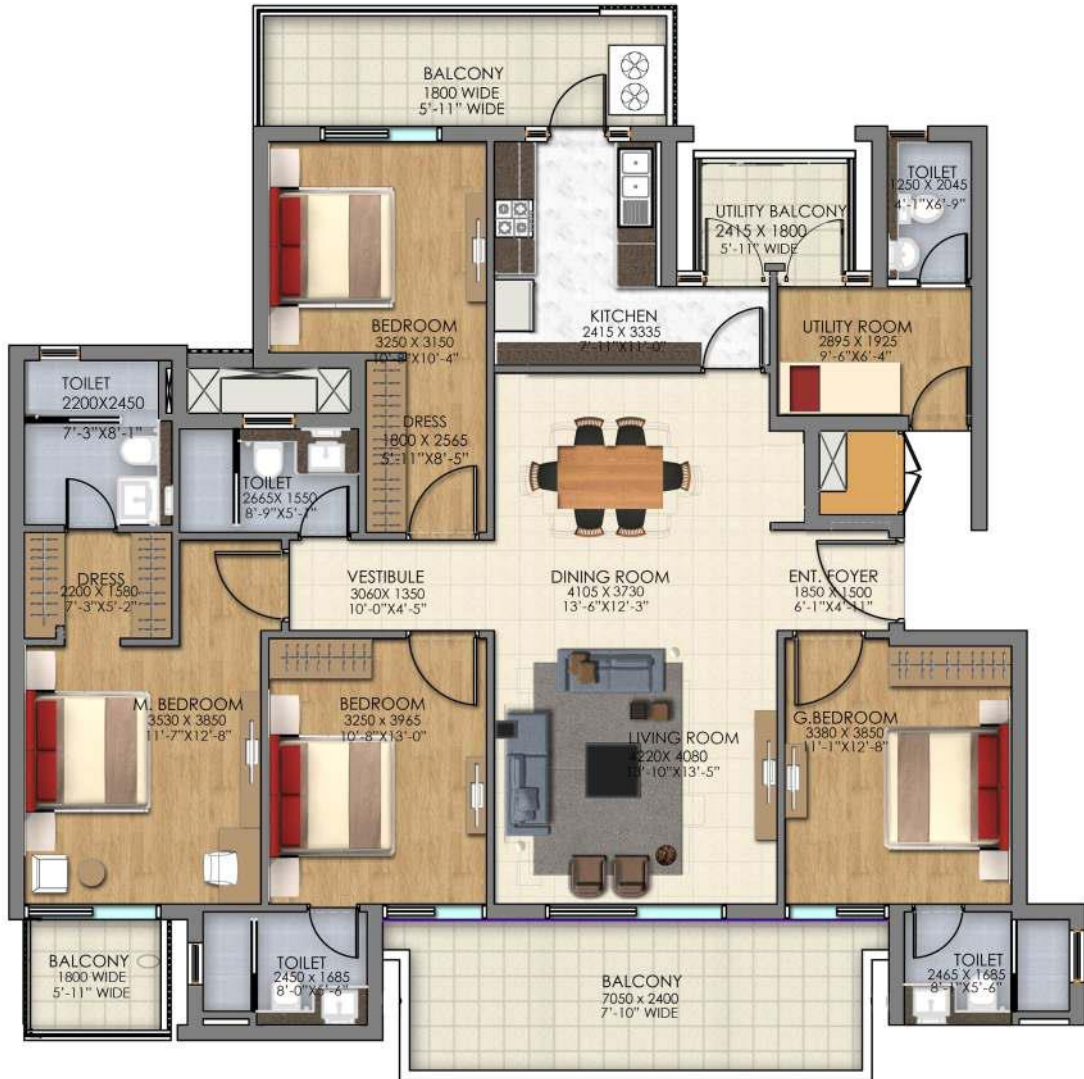
4BHK+S TYPE I



Disclaimer: The images are illustrative and for indicative purpose only. There are minor variations in layout & areas of Apartment/Towers. The specifications of each apartment is as given in the agreement and the applicants may satisfy themselves by visiting the apartment, which is complete and the Buildings/Towers have received its Occupation Certificate(s).

Schedule-III

4BHK+S TYPE II



**Disclaimer:** The images are illustrative and for indicative purpose only. There are minor variations in layout & areas of Apartment/Towers. The specifications of each apartment is as given in the agreement and the applicants may satisfy themselves by visiting the apartment, which is complete and the Buildings/Towers have received its Occupation Certificate(s).

**Schedule-IV**  
**SPECIFICATIONS**

- For better safety, structure designed for the highest seismic considerations of Zone V for high rise structures, against Zone IV as stipulated by the Indian codes.
- Air Conditioned apartment, with energy efficient VRV / VRF system excluding kitchen, toilet & S. room.
- Air Conditioned Entrance Halls and Lift Lobbies.
- Eco friendly environment with Rain Water Harvesting system to recharge aquifer, and use of treated water from STP for flushing and horticulture.
- Hot water supply through geysers in Toilets, Kitchens in addition to pre-heated water supply through Solar Water Heaters to geysers in Kitchens.

**Living / Dining / Lobby / Passage**

Floor Imported Marble

Walls Acrylic Emulsion paint on POP punning

Ceiling Acrylic Emulsion paint

**Bedrooms**

Floor Laminated Wooden Flooring

Walls Acrylic Emulsion paint on POP punning

Ceiling Acrylic Emulsion paint

Wardrobes Modular wardrobes of standard make in bedrooms (except in S. Room)

**Kitchen**

Walls Tiles up-to 2' above counter & Acrylic Emulsion paint in balance area

Floor Anti-skid Tiles

Ceiling Acrylic Emulsion paint

Counter Made in Marble / Granite / Synthetic stone

Fittings / Fixtures CP fittings, Double bowl single drain board SS Sink, Exhaust fan

**Schedule-IV**  
**SPECIFICATIONS**

Kitchen Appliances Modular Kitchen with Hob, Chimney, Oven, Microwave, Dishwasher, Refrigerator, Washing Machine of reputed manufacturer & make

**Balcony**

Floor Terrazzo tiles / Terrazzo cast-in-situ/ Ceramic tiles

Ceiling Exterior paint

**Toilets**

Walls Combination of Tiles, Acrylic Emulsion Paint & Mirror

Floors Anti-skid Tiles

Ceiling Acrylic Emulsion Paint

Counter Made in Marble / Granite / Synthetic stone

Fixtures/Accessories Glass Shower-partition in toilets (7'Ht), Under Counter Cabinet, Exhaust Fan, Towel rail / ring, Toilet paper holder & Soap dish. All of standard make.

Sanitary ware/ CP fittings Single Lever CP fittings, Wash Basin, Floor mounted / Wall-hung WC of Kohler / Roca / Duravit / Parryware or Equivalent make.

**Plumbing**

CPVC & UPVC piping for water supply inside the toilet & kitchen and vertical down takes.

**Fire Fighting System**

Fire Fighting System with sprinklers, smoke detection system etc. as per NBC norms

**S. Room**

Floor Grey Mosaic cast-in-situ flooring / Tiles / Terrazzo

Walls / Ceiling Oil bound Distemper

Toilets Ceramic Tile flooring & cladding, Conventional CP Fittings, White Chinaware

**Schedule-IV**  
**SPECIFICATIONS**

**Doors**

Internal Doors & Painted / Polished / frame with Painted/ Polished flush door / Moulded Skin shutters.

Entrance Doors

**External Glazings**

Windows/ External Glazing Single glass unit with clear glass UPVC Frames in habitable rooms Frosted Glass in all toilets.

**Electrical Fixtures/Fittings**

Modular switches of North West / Crabtree / MK or equivalent make, copper wiring, ceiling fans in all rooms (except toilets) and ceiling light fixtures in Balconies.

**Power Back-up**

100 % DG Power back-up as mentioned below:-

- a) 3 BHK & 3 BHK + S. Room – Not exceeding 9 KVA per apartment
- b) 4 BHK & 4 BHK + S. Room – Not exceeding 12 KVA per apartment

DG Capacity shall be at 70% of load factor & 70% over-all diversity for apartments as well as for common areas

**Security System**

Secured Gated Community with access Control at entrances. CCTV in driveway of Parking Basements, Ground Floor & Basement Entrance Lobbies & inside the car of elevators.

One intercom point in each apartment.

**Lift Lobby**

Lifts Passenger and Service Elevators

Lift Lobby Floors Combination of Granite /Marble/Tiles

Lift Lobby Walls Combination of Granite/Acrylic Emulsion Paint on POP



**Schedule-IV**  
**SPECIFICATIONS**

Punning/Textured Paint

**Staircases**

Floor Terrazzo/Mosaic Tiles/Marble/Kota Stone

Walls Flat oil Paint

**Community / Club Facility**

Multi Purpose Hall

Club lounge

Creche

Card Room,

Snooker Room

TT Room

Library

Gymnasium with Modern Equipments

Yoga

Steam & Sauna.

Mini Home Theatre / A.V Room

Restaurant

Squash Court

Beauty Salon

Swimming Pool with Change Rooms

Separate Kids' Pool.

**Schedule-IV**  
**SPECIFICATIONS**

**Conversion Scale**

1 ft = 304.8 mm

**DISCLAIMER:** Marble/Granite being natural material have inherent characteristics of color and grain variations. S.room shall not be provide with air conditioning. Specifications are indicative and are subject to change as decided by the Company or Competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipments/appliances and their make/brand thereof are tentative and liable to change at sole discretion of the Company. Applicant/Allottee shall not have any right to raise objection in this regard.





DLF Sales Gallery, Near DLF Corporate Greens, Sector-74A,  
Southern Peripheral Road, 122004, Gurugram, Haryana.