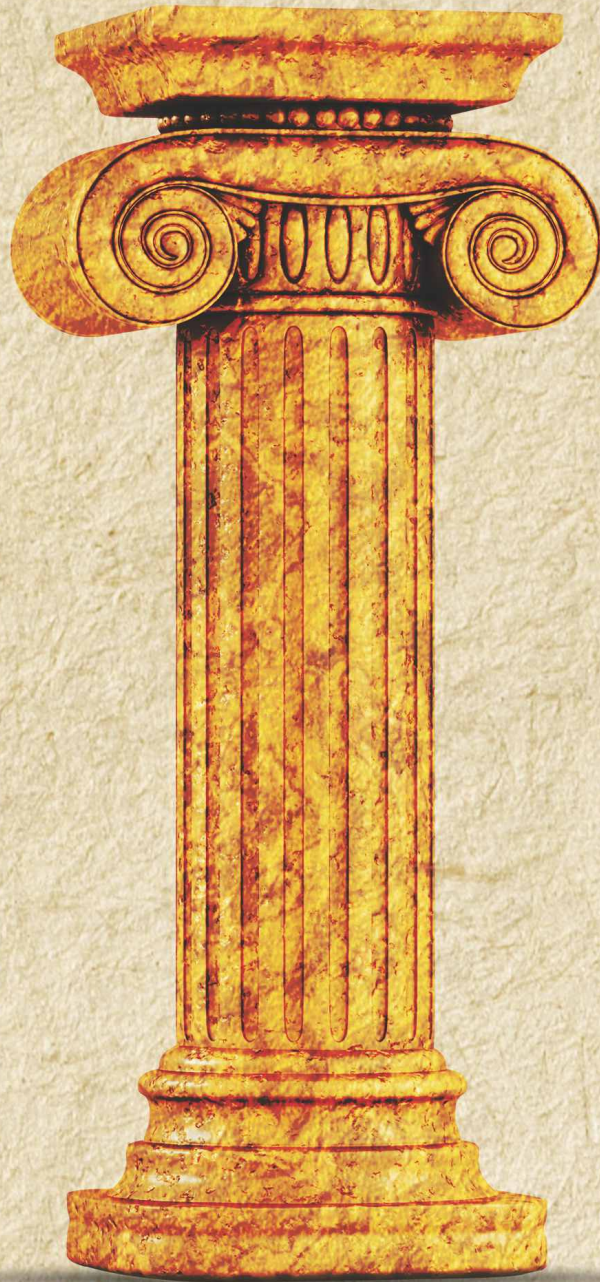


CASA ROMIANA

SECTOR - 22, DHARUHERA



APPLICATION FORM



Application Date:

To,
DWARKADHIS PROJECTS PVT. LTD.
(Hereinafter called the "Developer")
Regd. Off.: PD- 4A, Pitampura, New Delhi - 110088
Corp. Off: Suite No. 17, Second Floor, Ninex City Mart,
Sohna Road, Gurgaon- 122018, India
Ph: +91-124-4524000 **Fax:** +91-124-4014442
Email: info@dpl.co.in **Web:** www.dpl.co.in

(Please Paste, Don't Staple) 35mm x 45mm Applicant's Photo Please cross sign	(Please Paste, Don't Staple) 35mm x 45mm Co-Applicant's Photo Please cross sign
--	---

PLEASE FILL THE FORM IN BLOCK LETTERS WITH BLACK/ BLUE BALLPOINT PEN ONLY

Applicant's Name:

Father's/ Husband's/ Guardian's Name:

DOB:Wedding Anniversary..... Residential Status: Resident Non Resident Foreign National of Indian origin

Permanent Address:

..... State: Pin Code:

Telephone: Mobile: Email ID:

Correspondence Address:

..... State: Pin Code:

Telephone: Mobile: Email ID:

PAN:.....

Jointly with

Co-Applicant's Name:

Father's/ Husband's/ Guardian's Name:

DOB:Wedding Anniversary..... Residential Status: Resident Non Resident Foreign National of Indian origin

Permanent Address:

..... State: Pin Code:

Telephone: Mobile: Email ID:

Correspondence Address:

..... State: Pin Code:

Telephone: Mobile: Email ID:

PAN:.....

OR

***M/s** Partnership firm duly registered under the Indian Partnership Act 1932, having its Regd. Office at.....

..... State: Pin Code:

Signature(s).....
(Stamp required in case of firm/ company)

PAN: Telephone(Off.): Fax No.:
 Email ID: Mobile: through
 its partner Mr./Mrs./Ms. authorization
 dated Registration No.:
 (copy of the authorization signed by all Partners required)

OR

***M/s** a Company registered under the
 Company Act 1956, having its Regd. Office at
 State: Pin Code:

PAN: Telephone(Off.): Fax No.:
 Correspondence Address:
 State: Pin Code:

PAN: Telephone(Off.): Fax No.:
 Email ID: Mobile: through its duly
 authorized signatory Mr./Mrs./Ms. authorization
 by board resolution dated (copy of Board Resolution along with a certified copy of Memorandum & Articles of
 Association required).

Name of the Contact Person: Mobile:
 Telephone(Off.): Fax No.: Email ID:

(* / ** Strike out whichever is not applicable)

Fill your choices

Apartment: 2 BHK 2 BHK + Study 3 BHK 3 BHK + SR

Super Area :Sq. Ft. (Approx.)

Tower No.: Option 1: Option 2: Option 3:

Floor No.: Option 1: or Option 2: or Option 3: or

***Preferential Location:** Central Park Park Sports Zone Corner 24 Mtr. Road

***Basic Sale Price:** PSFT **Other Discount/ Scheme (if any):**

Club and Other Amenities Charges: ***Additional Car Parking:**

(* 1. Basic sale Price does not include any other charges/ amounts etc. and will be finalized after considering the choices given by the Applicant(s) as mentioned above 2. Preferentially located apartment & additional car parking space is subject to availability and Company Policy)

Payment Plan: Construction Linked Possession Linked Down Payment Other (specify) :.....

Other Charges: As specified herein

Amount Paid at the time of Booking : ₹..... Rupees

..... only (in words) vide Cheque No.dated/.../..... drawn
 on (Bank & Branch Name)

Signature(s).....
 (Stamp required in case of firm/ company)

Booking : DIRECT THROUGH AGENT

Agent's Name:
Signature with Stamp:
Address:
..... Pin:

↓ Stamp here

Sub-Agent's Name:
Signature with Stamp:
Address:
..... Pin:

↓ Stamp here

DECLARATION: The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed there from.

Yours faithfully,

(Signature of First Applicant) (Signature of Second Applicant)

Date: Place:

Receiver's Signature

Name:

Designation:

Date:

..... **FOR OFFICE USE ONLY**

1. ACCEPTED REJECTED

2. DETAILS OF APARTMENT : Apartment No.: Floor No.: Tower No.:

Super Area:Sq. Ft. (Approx.) , Basic Sale Price: ₹.....PSFT ,

Other Discount/ Scheme (if any):

Preferential Location: Central Park Park Sports Zone Corner 24 Mtr. Road

Car Parking Space: Covered Stilt Open No. of Parking:

3. Payment Plan: Construction Linked Possession Linked Down Payment Other (specify) :

4. Payments received vide Cheque / DD/ Pay order No. dated of ₹.....

(Rupees only), drawn on in favour

of the company, payable at as booking amount .

5. BOOKING : DIRECT THROUGH AGENT

6. Agent's Name & Address:

7. Sub-Agent's Name & Address:

8. Check List for Receiving Officer:

(a) Booking Amount.

(b) Customer's signature on all pages of the application form at places written as "Signature(s)"

(c) Address and Identification Proof (s).

(d) PAN No & Copy of Pan Card / Form 60 / Form 49A.

(e) For Companies: Certified copies of memorandum & articles of association an board resolution in support of the authorized signatory under common seal of the Company.

(f) For Foreign National of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s) NRE/FCNR A/c of the Applicant / IPL-7/ Passport Photocopy.

(g) For NRI: Copy of Passport / Foreign Inward Remittance from the account of the Applicant(s) NRE/ NRO A/c of the Applicant.

(h) For partnership Firm: Partnership deed and authorization to purchase.

Receiving Officer's Name:

Designation:

Date:

Place:

Signature(s).....
(Stamp required in case of firm/ company)

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF APARTMENT IN THE RESIDENTIAL GROUP HOUSING COLONY "CASA ROMANA" SITUATED IN THE REVENUE ESTATE OF VILLAGE-MAHESHWARI, SECTOR-22, TEHSIL-DHARUHERA, DISTRICT-REWARI, HARYANA, WITH A VIEW TO ACQUAINT THE APPLICANT(S) WITH THE TERMS AND CONDITIONS AS COMPREHENSIVELY SET OUT IN THE AGREEMENT TO SELL WHICH, UPON EXECUTION, SHALL SUPERSEDE THE TERMS AND CONDITIONS SET OUT IN THIS APPLICATION.

Definitions:

In this Agreement, unless repugnant or contrary to the context hereof, the following terms shall have the meanings assigned herein.

"Act" shall mean the Haryana Apartment Ownership Act, 1983 and the rules, regulations, notifications, circulars, orders issued thereunder and amendments made thereto.

"Additional Land" shall have the meaning as defined in the Agreement.

"Additional PLC" shall mean the charges calculated on per Sq. Ft. basis of super area of the Apartment and payable by the Allottee(s) in addition to the Preferential Location Charge (PLC) for the Apartment being additionally preferentially located.

"Additional Parking" shall mean an additional Covered/Open Parking Space(s) as may be allotted to the Allottee(s) on payment of charges as may be determined and demanded by the Developer for the exclusive right to use the parking space apart from the Parking Space(s) already allotted to the Allottee(s) for his/her/its exclusive right to use along with the Apartment allotted to the Allottee(s).

"Agreement" shall mean the Agreement to Sell to be executed between the Allottee(s) and the Developer.

"Allottee" or **"Allottee(s)"** shall mean the Applicant including Co-Applicant(s) who is/are signing this Application for allotment, who may be allotted an apartment in the project, the particulars of which are set out in the Agreement and shall also include subsequent Allottee(s).

"Apartment" means the specific apartment allotted to the Allottee(s) along with exclusive right to use the Parking Space(s), details of which have been set out in this Agreement and includes any alternative apartment allotted in lieu of the Apartment.

"Apartment Area" shall have the meaning ascribed to it in the allotment letter and confirmed hereafter including any increase or decrease as may be informed after completion of the construction of the project.

"Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents and no objection certificates etc., obtained/to be obtained and/or for the commencement and completion of the construction and development of the Project including but not limited to License, environmental clearances, change of land use, conversions, sanction of zoning/building plans and/or any other permissions from any other statutory or Governmental authorities.

"Authority(ies)" shall mean any Government body, Statutory body, Judicial or Quasi-Judicial Authority, Tribunal, Airport Authority of India, Fire Department, Mining Department, Courts, Tax Authorities, Haryana Urban Development Authority, Department of Town & Country Planning, Reserve Bank of India, any authority under Foreign Exchange Management Act, 1999 (with all amendments), state pollution boards, state electricity boards, its tribunal or any other concerned government/authorities/local bodies/municipalities etc.

"Basic sale price" means the amount calculated on per Sq. Ft. basis of super area of the Apartment and payable to the Developer by the Allottee(s) on demand.

"Building" mean the Towers/Buildings/Blocks in the Project in which the Apartment is located.

"Club & Other Amenities" shall mean the Club building and provisions for other facilities and amenities. The Allottee(s) shall pay the charges for development and construction of the club building and membership fees thereof along with the charges of providing other facilities and amenities.

"Common Areas & Facilities" means such common areas and facilities within the Project and as may be earmarked by the Developer for common use of all the Allottee(s).

"Conveyance Deed" means the deed of conveyance conveying the title of the Apartment in favour of the Allottee(s).

"Developer" shall have the meaning as ascribed to it in the preamble.

"Development Charges" or **"DC"** shall mean the amount charged or to be charged by the Developer from the Applicant(s)/Allottee(s) towards carrying out the Internal & External development works in the open area of the Project and/or around the Project like sector roads, street lighting, water supply, sewerage, drains, storm water drainage, necessary provisions of treatment and disposal of sewage, sludge and solid waste management & disposal and such other developments to be executed in accordance with the service estimates approved by competent authorities including but not limited to the payment of the following:

a) External Development Charges (EDC) and Infrastructural Development Charges (IDC) as conveyed/to be conveyed and/or demanded by the State Government/DGTCP/HUDA from time to time, including amount of increase of EDC, IDC, interest paid and/or payable thereon, and

b) Infrastructure Augmentation Charges (IAC)/charges for Internal Development Work (IDW) as estimated/to be estimated and approved by the State Government/DGTCP/HUDA from time to time, including any interest thereon, and

c) Cost incurred by the Developer on the capital invested in making the payment of any of the Development Charges.

d) Such Other Charges as may be incurred by the developer in relation to obtaining necessary approval /NOC with regard to development and construction of the Project.

"Earnest Money" means 10% of the total cost paid or payable by the Allottee(s) for the purchase of Apartment.

"External Development Charges" or **"EDC"** shall mean the charges levied/leviable on the Allottee(s) towards the external development of the project including providing sector roads, street lighting, water supply, sewerage, drains, storm water drainage, necessary provisions of treatment and disposal of sewage, sludge and solid waste management & disposal and such other developments to be executed in the periphery of or outside the said project (by whatever name called or in whatever form, now or in future) imposed by Government Authority and includes any increase in such charges and interest thereon.

"Fire Fighting Charges" or **"FFC"** shall mean the cost of providing wiring, fire detection and Fire Fighting Equipment in the Common Areas and Facilities within the Project as prescribed in the Fire Fighting Code/Regulations under National Building Code, 1983 and amended from time to time, payable by the Allottee(s).

"Foot Print" shall mean the precise land underneath the said building, the Allottee(s) shall have undivided, proportionate share/interest in the footprint of the Building in which the said Apartment is situated.

"Force Majeure" means any event or combination of events or circumstances beyond the control of a party, which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a party's ability to perform obligations under this Agreement, which shall include but not be limited to:

a) Acts of God. i.e. fire, flood, earthquake, epidemics, natural disasters or deaths or disabilities;

b) Explosions or accidents, air crashes;

c) Strikes or lock outs, industrial dispute;

d) War and hostilities of war, riots or civil commotion;

e) Non-procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the approvals) from any concerned government authority, including delay in issuance of the commencement certificate, Intimation of disapproval, occupation certificate, completion certificate and/or any other certificate as may be required;

f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or

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g) Any event or circumstances analogous to the foregoing.

“IFMS” means the Interest Free Maintenance Security for the due payment of defaults made by the Allottee(s) in paying the Maintenance Charges, which are payable for the maintenance and upkeep of the Project and for any capital expenditures like replacement of transformers and DG sets etc. in accordance with the Maintenance Services Agreement to be signed by the Allottee(s) and deposited with the Developer or the Maintenance Agency of the Apartment.

“Infrastructure Development Charges” or **“IDC”** shall mean the infrastructure development charges levied/leviable from Allottee(s) by whatever name called, now or in future by the Government Authority or any other Authority for time being in force for recovery of cost of infrastructure development with regard to the state/national highways, transport, irrigation facilities, power facilities, etc., includes additional levies, fees, cess, charges, etc. plus the charges/service estimates approved by the competent authority for providing internal development works in the project i.e. water supply, sewerage, drains, necessary provisions of treatment and disposal of sewage, sludge and storm water, roads, street lighting, horticulture, underpass, acquisition & construction expenses of internal sector roads, underpass and any other works, etc. as approved by the Competent Authority/Agency and also includes any further increase in such charges in relation thereto.

“Insurance Charges” shall mean the charges paid/payable by Allottee(s) towards insurance of the project including structure, plant and machinery etc. against fire, earthquake, riots and civil commotion, militant action, etc., by the Developer during the period of construction.

“Licensed Land” shall have the meaning as defined in the Agreement.

“Maintenance Agency” means the Developer or such other agency/Association of Apartment Owners to whom the maintenance of the complete Project (including common areas and facilities) is handed over by the Developer and who shall be responsible for providing the maintenance services within the Project and shall also be entitled to collect the Maintenance Charges.

“Maintenance Services Agreement” or **“MSA”** means the Maintenance Services Agreement to be executed by the Allottee(s) with the Developer and/or/Maintenance Agency/and/or Association of Apartment Owners.

“Maintenance Charges” shall mean the charges payable by the Allottee(s) to the Developer and/or Maintenance Agency/and/or Association of Apartment Owners for the maintenance services and upkeep of the entire Project, including maintenance of common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Apartment including but not limited to electricity and water etc., which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Apartment/Building/Project. The details of Maintenance Charges shall be more elaborately described in the Maintenance Services Agreement.

“Meter and Installation Charges” or **“MIC”** shall mean the charges for connection, meter and its installation for the electricity, water or any other connection to the Apartment as imposed by the Developer.

“Parking Space(s)” shall mean one covered/open car parking space in the Project for the Allottee(s)'s exclusive right to use.

“Power Back-up Charges” or **“PBC”** shall mean the cost of DG Sets, Electric Sub-stations, Distribution system, Power Backup Plant etc., to be installed by the Developer to provide facilities/amenities along with sufficient Power Backup Facility.

“Preferential Location Charges” or **“PLC”** shall mean the charges as decided and demanded by the Developer in case the Apartment allotted to the Allottee(s) is preferentially located at premium locations like Central Park Facing, Small Park Facing, Pool Facing, Club Facing, Road Facing, Corner, Preferential Floor, and/or other locations, as may be arrived, to be calculated on per Sq. Ft. basis of super area of the Apartment.

“Project” means the multi-storied Residential Group Housing Colony known as **“CASA ROMANA”**, situated in the revenue estate of Village- Maheshwari, Sector-22, Tehsil- Dharuhera, District- Rewari, Haryana.

“Super Area” shall mean the covered area of the Apartment including the entire area enclosed by its periphery walls including area under walls, columns, area of

balconies etc. and half the area of common walls with other Apartments, which shall be treated as an integral part of Apartment. The Super Area of Apartment is subject to change due to revision in Layout/Floor Plans by the Architect/competent authorities during design/approval of plans or construction of the Project. The Super Area shall form the basis for the purposes of computing the total cost of the apartment and all other charges payable by the Allottee(s) to the Developer on the basis of agreed prices & other charges and/or maintenance charges per Sq. Ft. of Super Area of the Apartment. Subject to the forgoing, the Developer shall confirm the final Super Area of the Apartment that has been allotted to the Allottee(s) after the completion of construction of the Project. The total cost payable for the Super Area shall be recalculated and all the monetary adjustments in super area will be made at the same rate per square foot as per payment plan opted for, as per the Agreement, together with the final/last installment due and or demanded by the Developer as per schedule of payment annexed in the agreement as **Annexure-B**.

“Taxes” mean all taxes paid or payable by Developer and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, property tax, cess, levies and education cess and any other taxes by whatever name called in connection with the development/construction of the Apartment/Building/Project, levied prospectively or retrospectively and payable by the Developer up to date of handing over the possession of the Apartment and recoverable from the Allottee(s) on the proportionate basis of the actual super area of the apartment which may be subject to revision at the time of confirmation of final super area of the apartment and shall include any other cost and any increase that may arise at the confirmation of Super area.

“Total Cost” means the amount amongst others, payable for purchase of the Apartment which includes:

- a) Basic Sale Price;
- b) PLC, Additional PLC (if any);
- c) Club & Other Amenities Charges;
- d) Charges for Additional Parking Space(s). This space may be available on application as per Developer's policy;
- e) Cost of electricity including external electrification, Installation(s), Connection(s) and charges for Electricity Meter;
- f) Cost of Power Backup & other facilities, if any;
- g) Cost of Water Installation(s)/ Connection(s) & Charges for Water Meter(s);
- h) Development Charges;
- l) Maintenance charges including charges for water and electricity consumption in the Apartment;
- j) IFMS and Other Security Deposit(s) of whatever nature;
- k) Insurance Charges;
- l) All Taxes including but not limited to Wealth Tax, Property Tax, Municipal Tax, Government Rates, Taxes on Land, Fees, cess or levies of all kinds by whatever name called on the Said Project;
- m) Stamp duty, registration and other incidental charges as well as expenses for execution of this Agreement and conveyance deed etc. which shall be borne and paid by the Allottee(s);
- n) Any other charges, fees, deposits, as may be specified and demanded by the Developer from time to time in accordance with the terms & conditions of the Application/Allotment Letter/ Agreement etc.

1. The Applicant(s) is applying for allotment of an Apartment in the Project being developed by the Developer on Licensed Land along with any other additional land just adjacent to the Licensed Land, if any, acquired, licensed and approved hereafter by the competent authorities for the construction & development of the project. I understand that after issue of license, the total licensed land available with the Developer for undertaking construction & development of the Project after such acquisition and licensing from time to time shall supersede the existing licensed land and the development of the Residential Group Housing Project will be undertaken by the Developer on the same terms and conditions as has been undertaken for the licensed land.

2. The Applicant(s) is applying for allotment of the Apartment with full knowledge of all the limitations and obligations of the Developer in relation to and in connection with the development / construction of the Apartment / Project and subject to all the laws / notifications and rules applicable to this area in general and this project in particular which have been explained by the Developer and understood by the Applicant(s) and has also satisfied himself about the arrangements / title / interest / rights of the Developer in the Group Housing Project being developed & constructed. The Applicant(s) hereby confirms that this Application is irrevocable and cannot be withdrawn unless approved by the Developer and the terms & condition of this Application form are subject to addition / modification / deletion without any notice at the sole discretion of the Developer. The Applicant(s) agrees that there will not be any further investigations

Signature(s).....
(Stamp required in case of firm/ company)

or objections by him/her in this respect.

3. The Applicant(s) agrees and understands that he / she / it shall not have any right in any commercial premises, building, shops, community centers, club, school, and any other facilities & amenities not included in the Declaration to be filed by the Developer under the Haryana Apartment Ownership Act and rules made there under except as set out in the Agreement to sell to be executed.

4. The Applicant(s) hereby confirms that he/she/it has seen and accepted the schedule of payments, plans, specifications, design and other relevant details of the Project. The Applicant(s) understands that Apartment/Project including the materials, equipments, plants and fixtures to be used/ installed therein shall, without prejudice to the right of the Developer to amend the plans, specifications, design by substituting materials, plants and equipment or fixtures either direction of any competent authority or in its sole discretion or due to force majeure conditions-like non-availability of materials, plants and equipment or fixtures. The Developer may in its sole discretion carry out, such additions, alterations, deletions and modifications in the building plans, floor plans, apartment plans, change in specifications/ location, etc., including the number of apartments/ floors as the Developer may consider necessary either under direction of any competent authority while sanctioning the building/ layout plans or at any time/ stage thereafter till the grant of an Occupation Certificate and the Applicant(s) hereby authorize the Developer for such additions, alterations, deletions and modifications in the building plans, floor plans, apartment plans, change in specifications/ location, etc., including the number of apartments/ floors. It is clarified that due to such change, the Apartment may be additionally preferentially located or may cease to be preferentially located or may become preferentially located, the Applicant(s) acknowledges that the Applicant(s) shall have no right to object to the same. The Applicant(s) understands that the Developer is fully entitled to increase the number of floors in the Building and /or the height of the Building (subject to limit allowed by the competent authority) and the Applicant(s) shall have no right to object to the same. In such case the Developer may in its sole discretion give option to the Applicant(s) to move to a higher floor and on receipt of consent from the Applicant(s), the Developer may permit the Applicant(s) to move to a higher floor subject to availability of apartment on the higher floor. Accordingly, this Application, Allotment Letter and the Agreement to sell shall stand modified to that effect and the Applicant(s) shall execute necessary documents to give effect such change in the Apartment. The Applicant(s) shall not claim any reduction in the Total Cost of the Apartment due to any increase in the number of floors in the Tower/Building/Block/Project.

5. The Applicant(s) specifically agreed and understand that the submission of application for the issuance of the Occupation Certificate for the Tower/Building/Block/Project or Certificate from the architect shall be the conclusive evidence that the construction of the Tower/Building/Block/Project and the Apartment is fully complete along with facilities & amenities indicated in the Agreement to sell and that the construction has been raised in accordance with the plans and specifications approved by the competent authority.

6. The Applicant(s) also understands and agrees that the Developer may be carrying out extensive developmental/construction activities now and for many years in future in the entire area falling outside Apartment of the Building even after grant of Occupation Certificate and that the Applicant(s) has confirmed that he/she shall not raise any objection or make any claims or withhold, refuse or delay the payment of installment/Operation/ Maintenance bills on account of inconvenience, if any, which may allege to be suffered by him/her due to such developmental/construction or its incidental/related activities. The Developer, relying on the assurance and this specific undertaking of Applicant(s) has agreed to allot an Apartment in the Project and this undertaking shall survive throughout the occupancy of the Apartment by the Applicant(s) his legal representatives, successors, administrators, executors, assigns etc.

7. The licensee, associate company and / or the developer shall be entitled to include additional lands and/or to surrender any part of the currently sanctioned project site and to get revised the layout plans. In case after the sanction of layout plans, the area of the unit gets altered, the sale consideration shall be accordingly reduced / increased and the quantum of such reduction / increase as determined by the Developer shall be payable/ refundable / adjustable at any point of time before or at the time of offer of possession or upon grant of Occupation Certificate by the competent authority as a whole or in part and the Applicant(s) hereby agreed for such modifications/alteration as set out hereinabove.

8. That the Applicant(s) has made this application with full knowledge of the fact that the building plans, allotment, designs, specifications, measurements, space, area, dimensions, location and number of the Apartment, floor plans, and all other terms & conditions are indicative and may vary for the reasons hereinabove. However, if for any reason whatsoever, the Developer is not in position to allot the apartment, the Developer shall be responsible only to refund of the amount deposited by the Applicant(s) without interest and the Applicant(s) shall not raise any objection in this regard and thereafter the Applicant(s) shall have no right, claim, interest, monetary or otherwise against the Developer, and the Developer shall not be liable for any compensation on this account.

9. The Applicant(s) agrees that the payment of purchase consideration, as per

opted payment plan, is the prime essence of this application and the Applicant(s) agrees and undertake to pay, in addition to Basic Sale Price of the Apartment along with exclusive right to use the parking space(s), costs towards Development Charges, PLC, Additional PLC, Additional Cost, External Electrification, Electricity Connection including Cable, LT Panel Charges, Cost of Transformers, Switches etc. for the project, cost of DG sets, electric sub-stations, distribution system, power backup charges, cost of electricity /water meter and their installation charges, Club, Interest Free Maintenance Security, Maintenance Security, fire-fighting equipment, electricity and water connections, insurance costs, sewerage connection, Maintenance Charges, Government Levies, Taxes, Interest and Penal interest (if any), holding charges and the other cost/ charges, deposits etc., including as per opted payment plan or as and when determined, communicated, and demanded by the Developer. The Applicant(s) specifically undertake to pay promptly to the Developer, the applicable Service Tax, Cess or other levies by whatever name called now or in future, etc. levied/ to be levied by the Government on services undertaken/ to be undertaken by the Developer during constructing or developing the Project. The Applicant(s) further undertakes to pay directly or if paid by the Developer, reimburse to the Developer on demand, any Govt. levies, Taxes, Cost, deposits, other charges etc. leviable on the Licensed Land and/or Project constructed and developed as the case may be, as assessable/applicable in respect of the Apartment to the Applicant(s) and the same shall be borne and paid by the Applicant(s) in proportion to the area of the Apartment in the Project, as determined by the Developer.

10. The Applicant(s) shall be liable to pay all fees, duties, taxes, expenses, costs, etc., for the execution and registration of the Conveyance Deed of the Apartment, including but not limited to stamp duty, registration charges, corporation tax, TDS, if applicable and all other incidental and legal expenses. The Applicant(s) agrees to pay the same as and when demanded by the Developer within the stipulated period as mentioned in the demand letter.

11. The Applicant(s) understands that allotment of one parking space along with the Apartment is mandatory and shall at all times be an integral part of the Apartment, which cannot be sold/dealt with, independent of the Apartment. Additional parking spaces(s) may be allotted to the Applicant(s) subject to availability and on payment of charges payable by the Applicant(s) at prevailing price as and when demanded by the Developer. All clauses of this Application pertaining to the use, possession, cancellation, resumption, etc. of the Apartment shall apply, mutatis mutandis, to the Parking Space(s), wherever applicable.

12. That the Applicant(s) understands that the Allotment Letter will be issued by the Developer only after receiving 10% of Basic Sale Price of Apartment and the allotment of the Apartment shall be confirmed only after execution of the Agreement by the Applicant(s) with the Developer which is mandatory. The Applicant(s) agrees to ensure the fulfillment of the terms and conditions as contained in this Application Form, Allotment Letter and Agreement to sell, the Developer shall treat 10% of the Total Cost of Apartment as Earnest Money. In the event of failure of the Applicant(s) to ensure the fulfillment of the terms and conditions as contained in this Application Form, Allotment Letter and Agreement to sell or to pay further installment(s) / amounts to the Developer, the Applicant(s) do hereby authorizes the Developer to forfeit the amount of Earnest Money and the balance amount, if any, shall be refunded to the Applicant(s) without any interest upon realization of money from resale of the cancelled apartment.

13. That the possession of the Residential Apartment shall only be handed over after the Applicant(s) shall pay, the entire sale consideration, Stamp Duty, Registration Charges and all other incidental charges, interests, deposits, penalties and legal expenses as may be payable and demanded from the Applicant(s) for execution and registration of the Sale Deed / Conveyance Deed of the Apartment in favour of the Applicant(s).

14. The Applicant(s) undertakes that he/ she/ it shall become a member of any Association of Apartment Owners formed on behalf of all Apartment Owners as and when asked to do so in compliance with the Acts, Rules, Regulations, and Bye-Laws of the competent authority for the Residential Group Housing Colony.

15. The Developer shall have right to raise finance/ loan from any Bank/ Financial Institution by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge/ mortgage of the Apartment / Building / Project / Licensed Land including any addition thereto subject to the condition that the Apartment shall be free from all encumbrances at the time of execution of Conveyance Deed. The Developer/ Bank/ Financial Institution, as the case may be, may always have the first lien / charge on the Apartment for all their dues and other sums payable by the Applicant(s) or in respect of any loan granted to the Developer for the purpose of the construction of the Building/Project.

16. The Applicant(s) shall be solely responsible for complying with the necessary formalities a laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments / modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Developer with such permissions, approvals which would

Signature(s).....
(Stamp required in case of firm/ company)

enable the Developer to fulfill its obligations. The Applicant(s) agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by RBI; the Applicant (s) alone shall be liable for any action under FEMA. The Applicant(s) shall keep the Developer fully indemnified and harmless in this regard. The Developer shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this allotment of the Apartment in any way and the Developer shall issue the payment receipts in favour of the Applicant(s) only.

17. That all notices including demand to be served on the Applicant(s) and the Developer as contemplated in this Application shall be deemed to have been duly served if sent to the Applicant(s) or the Developer by Registered / Speed Post / Courier / Hand Delivery / Emails at the registered mailing address given in this Application. It shall be the duty of the Applicant(s) to inform the Developer of any change hereinafter in the above address by Registered / Speed Post / Courier / Hand Delivery / Emails failing which all communications and letters posted at the mailing address shall be deemed to have been received by the Applicant(s). In case there are Joint Applicant(s) all communications shall be sent by the Developer to the Applicant(s) whose name appears first and at the address given by him/her which shall, for all intents and purposes to be considered as properly served on all the Applicant(s).

18. The Applicant(s) agrees and undertakes that the Applicant(s) has no right whatsoever to assign, transfer, nominate or convey the Apartment in any manner without prior written consent of the Developer which consent may be given or denied by the Developer in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the government in force and shall also be subject to the terms, conditions and charges as the Developer may impose from time to time in this regard. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination / assignment / transfer / conveyance, if so permitted by the Developer at its sole discretion. In the event of refusal or denial by the Developer for giving permission to the Applicant for assignment, transfer, conveyance or nomination of the Apartment being allotted herein, the Applicant shall have no right to raise any dispute or claim in any manner at any time. The Applicant(s) may get the name of his/ her/ their nominee(s) substituted in his/ her/ their place with the prior written approval of the Developer who may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Developer transfer charges as applicable from time to time.

19. In order to provide necessary maintenance services, upon the completion of the Building/ Project the Applicant(s) agrees to execute Maintenance Services Agreement (MSA) with the Developer/ Maintenance Agency or any other agency or Association of Apartment Owners as may be appointed by the Developer from time to time for the maintenance and upkeep of the Project. The Applicant(s) further undertakes to abide by the terms and conditions of the MSA and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Maintenance Charges shall become applicable/ payable from the date of grant of Occupation Certificate by the Developer from the DGTCP, Haryana. The Developer/ Maintenance Agency shall determine and convey the Total Maintenance Charges (TMC), upon grant of Occupation Certificate to the Developer and before handover the possession of the Apartments by the Developer. The Developer may, in its sole discretion, demand the advance maintenance charges for the period determined by the Developer along with demand of last installment. It is specifically agreed by the Applicant(s) that the payment of Holding Charges in the event of failure by the Applicant(s) to take possession of the Apartment, shall not affect the liability of the Applicant(s) towards payment of Maintenance Charges. The estimates of the Maintenance Agency shall be final and binding on the Applicant(s) and the Applicant(s) shall not raise any objection in this regard. The Applicant(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency.

Non-Execution of the MSA within the stipulated period or any violation thereof shall be result into cancellation of the allotment and the Developer may forfeit the amount of earnest money along with interest or other charges as may be deemed fit and appropriate by the Developer/ Maintenance Agency and the balance amount, if any, shall be refunded without any interest upon realization of money from resale of the cancelled apartment.

20. That the Applicant(s) agrees that sale of the Apartment is subject to force majeure as defined hereinabove or for any other reasons stipulated hereinabove. During the subsistence of the force majeure conditions, the Developer shall be exempted to perform the obligations agreed in this Application Form, Allotment Letter and Agreement to sell and the performance of agreed terms and conditions in such cases be reasonably extended subject to condition that the Developer informing the Applicant(s) about the subsistence of such conditions.

21. If the Developer is unable to construct / continue or complete the construction of Apartment due to any government / regulatory authority's action, inaction or omission then the Developer may in its sole discretion challenge the same by moving the appropriate Courts, Tribunal(s) and / or Authority. In such a situation, the Applicant(s) may join as an affected party in any suit / complaint / writ / PIL filed before any appropriate court by the Developer / Applicant(s) or any other third party if the rights of the Developer / Applicant(s) are likely to be affected / prejudice in any manner by the decision of the court on such suit / complaint / writ / PIL. However, during the subsistence / continuance of suit / complaint / writ / PIL, the amount paid by the Applicant(s) shall remain with the Developer without interest and the Applicant(s) shall not have a right to terminate the Agreement to sell to be executed and nor ask for refund of his money and this Application shall remain in abeyance till final decision/ Judgment by the Court(s)/ Tribunal(s)/ Authority (ies). before any appropriate court by the Developer / Applicant(s) or any other third party if the rights of the Developer / Applicant(s) are likely to be affected / prejudice in any manner by the decision of the court on such suit / complaint / writ / PIL. However, during the subsistence / continuance of suit / complaint / writ / PIL, the amount paid by the Applicant(s) shall remain with the Developer without interest and the Applicant(s) shall not have a right to terminate the Agreement to sell to be executed and nor ask for refund of his money and this Application shall remain in abeyance till final decision/ Judgment by the Court(s)/ Tribunal(s)/ Authority (ies).

22. The Applicant(s) agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Developer, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Developer, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at Gurgaon (Haryana) only.

23. This Application is subject to the exclusive territorial jurisdiction of the Courts at Gurgaon to the exclusion of all other courts at any other place.

24. I/we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Agreement and we having understood the entire contents of this Application have appended our signatures in token of our acceptance We do hereby declare that the above particulars/ information given by me / us is/are true and correct to the best of my knowledge and nothing material has been concealed there from.

Signature(s).....
(Stamp required in case of firm/ company)

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