

APPLICATION FORM



APPLICATION FORM FOR THE ALLOTMENT OF AN APARTMENT/UNIT

Sr. No.	Particulars	Schedule
1.	Allottee Details	I
2.	Project Details	II
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PURI CONSTRUCTION PVT LIMITED

Registered office – 4-7B GF, Tolstoy House, Tolstoy Marg, New Delhi-110001 Phone : +91-11-43686868 (CIN: U45201DL1971PTC005522)

KYC DOCUMENTS OF THE ALLOTTEE TO BE SUBMITTED ALONGWITH THE APPLICATION FORM

FOR ALL THE ALLOTTEES	
Email Id And Mobile Number Of Allottee	
IN CASE ALLOTTEE IS RESIDENT OF INDIA	
Copy of PAN Card	
Photograph of Allottee(s)	
Copy of Aadhaar Card	
IN CASE ALLOTTEE IS PARTNERSHIP FIRM /LLP	
Copy of PAN Card of the Firm	
Copy of Partnership Deed	
Office Address Proof	
Letter of Authority duly signed by all Partners	
IN CASE ALLOTTEE IS COMPANY	
Copy of PAN Card of the Company	
Memorandum of Association (MoA) and Articles of	
Association (AoA) duly signed by the Company	
Secretary/Director of the Company	
Proof of registered office address	
Board Resolution authorizing the signatory of the Application	
Form to execute the Application and the Agreement, as well	
as to purchase /book the unit /apartment on behalf of the	
Company	
IN CASE ALLOTTEE IS NRI/PIO	
Copy of Individual's Passport/ PIO Card	
In case of Demand Draft (DD), the confirmation from the	
banker stating that the DD has been prepared from the	
proceeds of NRE/NRO account of the Applicant. In case of	
cheque the payments should be received from the	
NRE/NRO/FCNR account of the Applicant and not from the	
account of any third party	

PARTICULARS OF APPLICANT (Sole/First)	
Mr./Ms./Mrs.	Recent (Color) Passport Size
S/o, D/o, W/o Mr./Mrs.	Photograph of the 1st Applicant
Date of Birth:	Self Attested Photograph
Profession:	Sell Attested Filotograph
Nationality:	PAN No:
Residential Status: Resident/ Non-Resident/Foreign National of Indian Origin	
Residential Address:	
Correspondence Address:	
Mobile No: Email Id:	
Aadhaar No:	
Investor/End-user:	
Whether the Applicant owns	
other residential property(ies):	

Applicant (Second Applicant)			
Mr./Ms./Mrs.			Recent (Color) Passport Size
S/o, D/o, W/o Mr./Mrs.			Photograph of the 2nd Applicant
Date of Birth:			Self Attested Photograph
Profession:			Sen Accessed Filotograph
Nationality:		PAN No:	
Residential Status: Resident/ Non-Resident/Foreign National of Indian Origin			
Residential Address:			
Correspondence Address:			
Mobile No:	Email Id:		
Aadhaar No:			
Investor/End-user:			
Whether the Applicant owns other residential property(ies):			

Applicant (Third Applicant)			
Mr./Ms./Mrs.			Recent (Color)
S/o, D/o, W/o Mr./Mrs.			Passport Size Photograph of the 3rd Applicant
Date of Birth:			Self Attested Photograph
Profession:			
Nationality:		PAN No:	
Residential Status: Resident/ Non-Resident/Foreign National of Indian Origin			
Residential Address:			
Correspondence Address:			
Mobile No:	Email Id:		
Aadhaar No:			
Investor/End-user:			
Whether the Applicant owns other residential property(ies):			

Applicant (Partnership/Sole Proprietorship/HUF)	
Name of Partnership/Sole Proprietorship Firm/HUF	
	Recent (Color) Passport Size
Registered Office	Photograph of the
	Partner
Correspondence Address	Self Attested Photograph
	Sell Attested Filotograph
PAN of Partnership/Sole Proprietorship Firm/HUF	
Board Resolution date	
Name of Partner/Sole Proprietor/Karta	
Mobile No: Email Id:	
Aadhaar No:	
Investor/End-user:	
Whether the Applicant owns	
other residential property(ies):	
Applicant (Company)	
Name of Company	Doont (Color)
Registered Office	Recent (Color) Passport Size
	Photograph of the
Correspondence Address	Director
	Self Attested Photograph
PAN of Company	Sell Attested Filotograph
Board Resolution date	
Name of Director/Authorized Signatory	
Mobile No: Email Id:	

Puri Construction Pvt Limited Registered office – 4-7B GF, Tolstoy House, Tolstoy Marg, New Delhi-110001

(CIN: U45201DL1971PTC005522)

Application Form for the Allotment of an Apartment/Unit in the Project "Puri The Aravallis" situated at Village Ullawas, Sector – 61, Gurugram (Haryana)

Puri Construction Private Limited, 4-7B GF, Tolstoy House, Tolstoy Marg, New Delhi-110001

Dear Sir/s,

I/ We am/ are hereby making the present application with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana/the Project, which have also been duly explained by the Company and understood by me/ us. My/ Our particulars are stated in the Schedule mentioned below. I/ We request that I/we may be allotted an Apartment/Unit as perfollowing details:

Sr. No.	Particulars	Schedule
1.	Allottee Details	I
2.	Project Details	II
3.	Approval Details	III
4.	Unit & Booking Details	IV
5.	Total Sale Consideration Details	V
6.	Payment Plan	VI
7.	Bank Details of Promoter	VII
8.	KYC Documents to be provided by Allottee	VIII
9.	Mode of Booking Details	IX
10.	Terms and Conditions of Booking	Х

Before making any payment of booking amount, before execution/ submission of present application form, I/ we have conducted due diligence and the company has provided all requisite details about the project including but not limited to as detailed and described hereunder. I/Weam/are making this Application with the full knowledge that:

- A) The Company and land owners of the land have executed a Development Agreement and in furtherance of the same, the company has obtained the Licence no. 58 of 2017, for the total Licensed Land as 10 Acres as fully detailed and described in the said License.
- B) The Company has further clarified that the company is in the process of obtaining License for additional adjacent contiguous Land measuring 0.39375 Acres in furtherance of the Public Notice dt. 31.01.2022 issued by Department of Town and Country Planning, Haryana ("DTCP") for which the application of the company for the grant of License is pending with DTCP. The Company has made it specifically clear to me that post receipt of Licence for the said additional area / land, the Company shall be revising the current approved building plans for which I/we have no objection of any kind at all.
- C) The Company has further clarified that the company has also obtained the benefit of Additional/ balance available Floor Area Ratio [FAR] to the extent of 1.9 Acres as at present the FAR provided by DTCP for total Licensed land is approx. 8.02 Acres on which the current building plans have been approved. The Company has made it specifically clear to me that for utilizing the said additional/ balance available FAR, the Company shall be revising the current approved building plans for which I have no objection of any kind at all.
- D) The Company has further clarified that the company may be filing another application for obtaining the Licence for other additional area of 1.71875 Acres which is also adjacent and contiguous the current licensed area, if the FAR in the Sector 61 Gurugram becomes available and the company shall also be utilizing the said FAR by amalgamating/keeping separate the said additional land hence the Company shall be revising the current approved building plans for which I have no objection of any kind at all.
- E) The Company has further clarified that in compliance and furtherance of the applicable policies of State of Haryana /DTCP, the company shall be/is in the process of obtaining/availing benefit of Transferable Development Rights (TDR) to the extent of 1.25 FAR for upto the already Licensed land admeasuring 10 Acres, 0.39375 Acres or less the additional adjacent contiguous land for which License application has already been filed, 1.71875 Acres for which the company shall be filing application for grant of

- License if required, as at present the FAR provided by DTCP for total land is approx. 1.75 which shall be enhanced/ utilized upto 3.15 including GRIHA benefits. The Company has made it specifically clear to me that post receipt of additional/ balance available FAR, the Company shall be revising the current approved building plans for which I have no objection of any kind at all.
- F) The Company has further clarified and specified to me/us and I/we am/are making this application being aware of/with the clear knowledge and understanding that the said Project Land may become eligible for availing additional FAR upto any extent under Transit Oriented Development Zone Policy ("TOD"), if the definition /extent of intense zone and other zone is extended from current limit of 800 mtrs and/or if DTCP issues any such amendments/ modification in any existing policy (ies) or any future polices as and when notified and provided under any law in force, I/we hereby grant our unconditional consent to the Company for the same and that the overall development in the Colony shall comprise of FAR upto any extent as permitted by DTCP/State of Haryana, to be utilised in residential/commercial buildings to be developed across the various phases on the project land in the said Colony and I/we have no objection to such phase-wise development of the Colony upto maximum permissible FAR by the company on the project land.
- The Company has further clarified and specified to me/us and I/we am/are making this G) application being aware of/ with the clear knowledge and understanding that the said Project Land may become eligible for availing additional FAR upto any extent as the Department of Town and Country Planning Haryana may allow increase in FAR from the current/present limit of 1.75 for Group Housing project to any enhanced/increased FAR, in general or special cases under applicable policies, and/or if DTCP issues any such amendments/modification in any existing policy(ies) or any future polices as and when notified and provided under any law in force, I/we hereby grant our unconditional consent to the Company for the same and that the overall development in the Colony shall comprise of FAR upto any extent as permitted by DTCP/State of Haryana, to be utilised in residential/commercial buildings to be developed across the various phases on the project land in the said Colony and I/ we have no objection to such phase-wise development of the Colony upto maximum permissible FAR by the company on the project land. The entitlement of the company to utilize each and every available FAR including increased FAR with applicable benefits, is absolute even after receipt of occupation certificate.

- H) I hereby provide my unequivocal, unconditional, irrevocable consent for the revision in the building plans of the project resulting in change in common areas, sharing of amenities, etc. in view of the above representations/submissions of the company. I am hereby providing /executing the requisite NoCs for the said purposes out of my own free will, consent and with absolute knowledge of consequences of revision in building plans even prior to making payment of any booking amount. Further, I shall always be ready and willing to support and co-operate with the Company for the same in future.
- I) Ifurther understand that at present the Project area/land is 10.39375 Acres out of which 10 Acres is currently Licensed and License application for the remaining land ad measuring 0.39375 Acres is under process which may be reduced or further area may be added as per availability of FAR in Sec 61 Gurugram. The Company has unfettered and absolute rights to develop the said project land in terms of applicable and available FAR which totally belongs to the company and certain details of which have been provided hereinabove. The Company has every right to include further additional land to the project land/area.
- J) The Company has further clarified and specified to me/us and I/we am/are making this application being aware of/with the clear knowledge and understanding that the part of Licenced land falls in 24 mtrs road bifurcating the said Project Land, shall be transferred to the State of Haryana, free of cost by way of Gift Deed as per applicable policies of State of Haryana. Further, part of the Licenced land has been earmarked for Switching station, which shall/may also be transferred to State Agencies as per applicable policies. Further one part of the Licenced land falls beyond the revenue /village rasta as shown in the layout plan.
- K) The Project Puri The Aravallis, i.e. Residential Group Housing Colony is being developed in multiple phases/ Tower wise in terms of details mentioned above. At present the company shall be developing 2 Towers/ Blocks and in future the Company shall be launching and developing upto 3 more Towers/Blocks in the land earmarked/ designated as Future Development to avail/ utilize/ consume all applicable/ available/ balance FAR. Thus, the Project shall contain/comprise of upto 5 Towers/Blocks.
- L) There shall be commonality of essential common infrastructure facilities proposed to be provided at the entire Group Housing Colony level (to be developed on the Project Land) such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights, common areas etc. which shall be available for use by all occupants of all the phases/ projects to be

- developed in the Colony in due course. Further, the Company shall be getting the each Phase of the project registered with Haryana Real Estate Regulatory Authority Gurugram separately and/ or will request for clubbing of phases/ or requesting for registration of phase(s) supplemental to earlier registered phase of the project.
- M) However, I/ we agree and undertake that I/ we shall be liable to pay the requisite maintenance charges in respect of such interconnected essential common infrastructure facilities proposed to be provided at the entire Group Housing Colony level as may be fixed by the Company/ nominated Maintenance Agency/ Residents Welfare Association, as the case may be from time to time. The Residents Welfare Association for the whole project shall be only one as there is commonalty of areas, amenities and facilities and infrastructure for the whole project.
- N) I/ We are aware that all the allottees of the present phase as well as allottees of the future phases shall have equal rights and interests in respect of the common areas & facilities pertaining to all the phases of the Project and/or in the Project area/land.
- O) I/ We agree that the provisional allotment of the Unit shall be subject to my/ our Application being complete in all respects and the initial booking amount deposited with this Application being realized by the Company. I/We also agree that the allotment of the Unit shall be at the absolute discretion of the Company and in case of rejection of my Application, I/we undertake not to claim any compensation or interest from the Company except the refund of my/ our initial booking amount. I/ We acknowledge that I/ we have been provided with a sample format of the allotment letter and BBA for our reference.
- P) In the event, the Company agrees to allot an Unit to me/ us, the Company shall send across the detailed Agreement for Sale/Buyer's Agreement ("Agreement") which shall comprehensively set out the terms of allotment which shall be detailed version of the agreed terms, the gist of which has been agreed between the parties prior to making any payment of booking amount and the further relationship, along with other conditions as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (along with the rules and regulations as framed thereunder). However, I/ we confirm that the Copy of the Agreement for Sale/Buyer's Agreement has been shared with me/ us. I/ we have carefully gone through the same and have understood all the terms and conditions mentioned therein.
- Q) The allotment and sale of the Unit in the Project shall be subject to terms and conditions of this Application Form, the Allotment Letter and the detailed terms and conditions as set out in the Agreement for Sale and the Schedules and annexures

- attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and other relevant laws ("Applicable Laws") and I/ We undertake to abide by all such terms and conditions.
- R) I/We agree to execute the Agreement for Sale ("Agreement") for the Unit in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) ("RERA Act") and the Haryana Real Estate (Regulation and Development) Rules, 2017 ("HRERA Rules"), as applicable for the State of Haryana, and any amendments made therein from time to time and prevailing as on the date of execution. I/ We undertake to pay the stamp duty and registration fee for the registration of the Agreement and/or other incidental expenses thereto.
- S) This Application shall be confined and limited in its scope to the Unit in the said Project/Phase-1/Tower/Block only.
- T) I/ We confirm that I/we has/ have relied on my/ our own independent judgment, investigation, physical inspection of the Project/ Colony site and due diligence and inspection of documents including relevant sanctioned plans/development plan (for the present Project), statutory approvals, the relevant information and details in deciding to make the present Application, and has/ have not based my/ our decision upon and/ or has/ have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Company. I/ We confirm that I/ we has/ have obtained appropriate professional advice before proceeding further with this Application. I/ We have, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation, and being fully satisfied has/have decided to purchase the Unit.
- U) I/We further confirm having considered, reviewed, evaluated and satisfied myself with the specific features of the said Project in particular. I/We understand that execution of this Application Form does not constitute an Agreement and does not confer any rights to me/ us in the Unit unless a Buyers Agreement/ Agreement for Sale is executed with the Company on receipt of at least ten percent (10%) of the Total Consideration of the Unit. I/We undertake that upon the allotment of the Unit by the Company to me/ us, I/ we undertake to timely execute the Agreement and other documents in the manner and also in accordance with the provisions of the Applicable Law being in force at that time, at my/our expenses/cost.

- V) I/ We agree that timely payment of the installments of the Total Consideration Value and Other Charges (as per above mentioned Schedule), as per the Payment Plan (as per above mentioned Schedule) is the essence of the allotment. I/ We declare and confirm that I/ we have understood the Payment Plan and the binding effect of the terms and conditions and the implications of non-compliance thereof.
- W) I/We are fully aware of the cost of the Unit, and also the applicability of the Goods & Services Tax (in short 'GST') at the rates as applicable from time to time, on the cost of the Unit.
- X) The Company, subject to force majeure circumstances, proposes to complete the construction of the Phase-I/ Towers/ Blocks of the Project and handover possession Phase-I/Towers/Blocks of the Project on or before 30.06.2029. However, the period of completion of the construction, in event of reasons/circumstances beyond the control of the Company may be extended with the approval of the Competent Authorities/ HRERA or automatically due to force majeure circumstances. I/ We confirm having understood that since the Phase-I/Towers/Blocks launched at present is part of the Group Housing Colony to be developed in multiple phases/ Tower wise/ Block wise, there are interconnected essential common infrastructure facilities proposed to be provided at the entire Group Housing Colony level such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights, common areas, amenities, facilities, clubhouse/ community building etc., which might be made available as and when the construction in respect of the phases of the Group Housing Colony other than the present Phase-1/ Project gets completed. However, the essential common areas and facilities required for the Project/ Phase-1, shall be made available at the time of handing over the possession of the Unit in the Project.
- Y) I/we agree, understand and accept that irrespective of the Saleable area of the unit, the company has charged the sale consideration on the basis of Carpet area only. Due to development of further Phases/Towers/Blocks on the project land/within the project shall have no effect on the carpet area even if all the amenities and facilities are common with all the occupants of present Phase-I and for all further/future phases/towers/blocks. The company has undertaken that there shall be no change in the Carpet Area of the unit under booking due to revision in building plans except within permissible limits as prescribed under RERA Act and rules made thereunder.

- Z) The communications sent by the Company through any mobile app/ desktop version/ online/ digital means/ media on the WhatsApp number, E-mail address provided by the FirstApplicantshall be deemed to have been duly served upon me/us.
- AA) I/We, the Applicant(s), after having read, understood and agreed with the terms and conditions ("Terms & Conditions") annexed hereto and the terms and conditions as contained in the Agreement for Sale prescribed by the Company pertaining to the booking of the Unit and the limitations and obligations of the Company and the Applicant(s) respectively, do hereby apply for booking of the Unit in the Project.

I/We, the Applicant(s) is/are making the payment of applicable booking amount, along with this Application, as per following details:

Payment Details		
Amount Paid on Booking/Application		
Mode of Payment – Cheque No./DD No. with date		

DECLARATION:

I/ We have fully read and understood the terms and conditions as set out in this Application Form and Schedules annexed thereto. I/ We undertake to abide by such terms and conditions including any amendment therein from time to time. I/ We further declare that the details/ information provided in the Application Form are true and nothing has been concealed. In the event of any notice in the knowledge of the Company of details/ information provided by me/ us being false and untrue on my/ our part, the Company at its sole discretion may cancel the Allotment and initiate appropriate legal action at my/ our costs, risks and consequences.

	Yours faithfully,
Date:	
Place:	Signature of Applicant

PROJECT DETAILS		
Details of HARERA Registration	Reg. No.: 67 of 2022 Dated: 18.07.2022 Valid Upto: 30.06.2035	
Project Name	Puri The Aravallis	
Project Location	Sector 61, Gurugram	
If project is developed in phases then, Phase Name	Puri The Aravallis Phase – I	
Nature of Project	Group Housing	
Proposed date of Completion of the Phase-I	On or before 30th June 2029	
Proposed date of Possession of the unit	On or before 1st July 2029	
License No.:	58 of 2017	
Name of Licensee	Dharmender-Bharat Singh-Sukhraj- Somnath-Balraj-Gajraj-Roop Singh- Narain-Vijay – Parveen	
Name of Collaborator/Promoter (if any)	Puri Construction Pvt. Ltd.	

APPROVAL DETAILS		
Details of License approval	License No.: 58 of 2017	
	Dated: 27.07.2017	
	Valid Upto: 26.07.2027	
Details of Building Plans approval	Memo. No.: 15572	
	Dated: 31.05.2022	
	Valid Upto: 31.05.2027	
Details of Environment Clearance	Memo. No.: SEIAA/HR/2019/268	
approval	Dated: 30/08/2019	
	Valid Upto: 29/08/2026	

	UNIT AND BOOKING DETAILS			
1	Nature of the unit		Flat/Apartment	
2	Flat	Unit No.		
		Property Category	3ВНК/4ВНК	
3	Carpet Area (sq. m)			
4	Carpet Area (sq. ft.)			
5	Balcony area (sq. m) (not part of the carpet area)			
6	Balcony area (sq. ft) (not part of the carpet area)			
7	Block/Tower No.			
8	Floor No.			
9	Car Parking (Exclusive Right to Use)			
10	Date of B	Date of Booking 16th August 2022		
11	11 Date of Possession On or before 1st Jul		On or before 1st July 2029	

Unit of Measurement: 1 Sq. Mtr = 10.764 Sq. Ft.

Notes:

1. **"Carpet Area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation-For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, mean for the exclusive use of the allottee; and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meantforthe exclusive use of the allottee.

TOTAL CONSIDERATION VALUE OF THE UNIT

UNIT NO.	TOWER	CARPET AREA	(sq. ft.)
PROJECT: PURI THE AF	RAVALLIS, SEC 61 GUI	RUGRAM	
Sale Consideration of the Unit [INR] (inclusive of EDC/IDC, & Parking Charges)			
GST Amount calculate rates [5%], which can/ per relevant notificati	will undergo change		
Total Sale Considerati	on including GST		
Rate Per Sq. Ft of Car	pet Area		
Rate Per Sq. Mtr of Ca	rpet Area		

OTHER ADDITIONAL CHARGES:

Exclusive Right to use Car Parking – Charges	Exclusive Right to Use One Car Park is included in the Total Sale Consideration for 3B + S and Two Car Parks are included in the Total Sale Consideration for 4B + S.
Power Back Up Charges	Inclusive 8KVA for 3BHK unit and 10 KVA for 4 BHK unit

Notes/Agreed/Applicable Terms and Conditions:

 All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order /Demand Draft payable at New Delhi/ Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favor of/to the account of "PURI CONSTRUCTION PVT. LTD. A/C THE ARAVALLIS MASTER A/C" as perfollowing details:

Account No. : 10220210004944

Bank : UCOBank

Branch : Rajendra Place Branch, 30/29 East Patel Nagar, New Delhi - 110008

IFSC Code : UCBA0001022

MICR Code : 110028019

- 2. The Total Sale Consideration Value is inclusive of External Development Charges ("EDC") and Infrastructure Development Charges ("IDC") as applicable on the date of booking. However, in the event of any increase by State Agencies/ Govt, etc. with retrospective or prospective effect, then the same shall be communicated by the Company and shall be payable by the Applicant as applicable from time to time as per the applicable rates in proportion to the carpet area of the unit visa vistotal carpet area of the project.
- 3. Any revision in any kind of Statutory Charges, Taxes, GST, etc., during the currency of the agreement shall be communicated by the Company and shall be payable by the Applicant as applicable from time to time as per the applicable rates.
 - (a) Escalation in Total Sale Consideration The applicant understands and agrees that the total sale consideration of the "Unit" comprises the cost of construction rates applicable on July I, 2022, amongst other components. The applicant further recognizes that due to abnormal market variation(s) for the unforeseen reasons, in the cost of raw materials/ construction i.e., cost of steel, cement, copper, aluminium, glass etc., and labor wages etc. the total sale consideration may experience escalation and may thus vary. However the cost of construction existing on or before proposed date of offer of possession i.e. 30.06.2029 shall be calculated as per the formula adopted by govt agencies subject to specific approval/as permitted/ notified/ accepted/ recognized/ registered by HRERA or competent authorities and/ or if there is any change in law. In such an event the applicant shall be liable to make payment of such amounts as ordered / determined by authorites.
- 4. The Company has not/shall not be charging/collecting any amounts towards Interest Free Maintenance Security (IFMS) and/or Maintenance Security from the allottees. No such amount is included in the Total Sale Consideration. However, the company shall be demanding 24 months applicable Common Area Maintenance Charges and Common Area Power Charges at that relevant time, in advance at the time of Offer of Possession.
- 5. Upon issuance of the Allotment Letter, the Applicant shall be liable to pay the Total sale consideration along with applicable taxes and additional charges for the Unit as specified herein in accordance with agreed payment plan. Time is essence of the transaction. Failure to make payment of due instalments and/or even one instalment, within prescribed timelines shall attract cancellation and forfeiture of applicable amounts of earnest money [10% of Total Sale Consideration plus interest component on delayed payment and brokerage and taxes] as provided under RERA Act and HRERA Rules along with amounts of brokerage, if any, taxes, GST etc. If Allotment of the Unit is

cancelled either by the Applicant or by the Company, the Applicant shall cease to have any claim against/upon the Unit and/or against the Company (except for the refund as stated herein) and the Company shall be free to deal with the Unit in any manner whatsoever without any further reference/intimation to the Applicant. In the event, the amounts paid by the Applicant towards Consideration Value is less than the earnest money (being 10% of the Total Consideration plus interest component on delayed payment, brokerage and taxes), the Applicant shall be liable to pay to the Company the deficit amount. The payment of refund Amount, if any shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as perthe applicable Law.

- 6. The Applicant shall also pay, as and when demanded by the Company, the pro-rata share of any Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant to the Company (collectively referred to as "Taxes").
- 7. It shall be the sole responsibility of non-resident/ foreign national/ Person of Indian Origin to comply with the provisions of Foreign Exchange Management Act, 1999 and/ or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.
- 8. To avoid penal consequences under the Income Tax Act, 1961, where Total Consideration Value for the Unit is ₹. 50,00,000/- (Indian Rupees Fifty Lakhs only) or more, the Applicant is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013), by deducting Tax at Source (TDS) as per the applicable rate from each instalment/payment. Applicant shall be required to submit TDS certificate and Challan showing proof of deposition of the same within 15 (fifteen) days from the date of payment of instalment to the Company so that the appropriate credit may be allowed to the account of the Applicant, failing which the company shall not be liable to account the same towards the total sale consideration of the unit.
- 9. Taxation Particulars of the company Puri Construction Pvt Ltd. are:

PAN: AAACP2760K

GST: 06AAACP2760K1ZF

CONSTRUCTION LINKED PAYMENT PLAN

With application form As applicable

₹15 lacs for 3bhk ₹20 lacs for 4bhk

Within 45 days of application To complete 10% of total sale

consideration i.e. 10% less Amount paid with application

(At this stage the promoter shall get the BBA executed in favour of allottee prior to raising any further demand in excess of 10% of sale consideration.)

Within 150 days of application 7.5% of total sale consideration

Start of excavation/within 300 days of

7.5% of total sale consideration

application whichever is earlier

Sr. No.	Schedule	Percentage of payment
1	Payment as detailed above	25%
2	Start of ground floor level	10%
3	Completion of 15th floor roof slab	10%
4	Completion of 30th floor roof slab	7.5%
5	Completion of 40th floor roof slab	7.5%
6	Start of tower internal plumbing works/ electrical works	10%
7	Start of tower marble/UPVC works	10%
8	Start of external paint	10%
9	On application of OC	5%
10	Offer of possession	5%
	Total	100%

BANK DETAILS OF PROMOTER

All Payments are to be made by A/C payee Cheque/Banker's Cheque/Pay Order /Demand Draft payable at New Delhi/ Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favor of/ to the account of "PURI CONSTRUCTION PVT.LTD.A/CTHEARAVALLIS MASTER A/C" as perthefollowing details:

Account No.: 10220210004944

Bank : UCO Bank

Branch : Rajendra Place Branch, 30/29 East Patel Nagar, New Delhi – 110008

IFSC Code : UCBA0001022

MICR Code : 110028019

MODE OF BOOKING DETAILS			
1.	Direct/ Real estate agent		
2.	If booking is through Real estate agent, then		
	Real estate agent HRERA Reg. No. with Stamp		
	and Signatures		

TERMS AND CONDITIONS

AGREED AND ACCEPTED TERMS AND CONDITIONS GOVERNING THE TRANSACTION / ALLOTMENT OF UNIT / RELATIONSHIP BETWEEN APPLICANT AND COMPANY

The booking of the unit/allotment of the unit/relationship between the applicant and the company shall be subject to terms and conditions given hereunder and shall be binding on the Applicant(s). The terms Applicant and allottee shall be read as one and same for the purposes of the booking the unit.

- The Director Town & Country Planning, Haryana, Chandigarh granted Licence no. 58 of 2017 (herein after referred to as Said Licence) for development of Residential Group Housing Colony over the land measuring 10 Acres as detailed & described therein the Licence, to the Land Owners whose names are set out in the Said Licence, which I have perused and which is also available on the website i.e. tcpharyana.gov.in and also on the website haryanarera.gov.in.
- 2. The Director Town & Country Planning, Haryana, Chandigarh vide Endst. No. 15572 dated 31.05.2022 has sanctioned / approved the building plans for the Phase-I of the project and future phases have been marked as Future Expansion in the said approved building plans. The company shall be undertaking the revision in these approved plans for development over future expansion area and/or other areas by following due procedure of law under the applicable provisions of the Act/Rules.
- 3. The Company Puri Construction Pvt Ltd. has got the project registered under the provisions of the RERA Act and Rules with the Haryana Real Estate Regulatory Authority vide Registration Certificate No. 67 of 2022 dt. 18-07-2022 which is also available along with copies of all approvals on the website i.e. haryanarera.gov.in.
- 4. The applicant confirms that it has visited the site of the project physically and/or he has sent his representative to visit the site and has seen the actual site/project and after satisfying itself with every aspect of the site / project, including amenities to be developed for the whole project including Phase -I, Phase-II and Phase-III if any, and after satisfying itself with all aspects of the project is making the present booking by agreeing to these terms of allotment.

5. Definitions:

"Applicant" means person(s)/entity, who is applying for booking of a apartment /unit and who has appended his signatures in acknowledgement of having agreed to present terms and conditions.

"Application Form" means whole of the Application Form including all annexures, schedules, terms and conditions for allotment of the said unit in the said Residential Group Housing Colony duly executed by the applicant.

"Developer" means the Company to whom the present Application Form is addressed i.e. Puri Construction Pvt. Ltd..

"Earnest Money" means the 10% of the Total Sale Consideration of the said unit plus interest component on delayed payment and all the applicable taxes and brokerage paid by the Company against the said unit.

"Said Unit" shall mean the specific unit allotted to the Applicant and includes any alternative unit, if allotted to the Applicant in lieu of the one earlier allotted.

"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"Government" means the Government of the State of Haryana;

"Rules" means the Haryana Real Estate (Regulation and Development) Rules, 2017;

"Regulations" mean the regulations issued/notified/published under Haryana Real Estate (Regulation and Development) Rules, 2017 by Haryana Real Estate Regulatory Authority Panchkula, as amended or modified from time to time.

"Section" means a section of Act.

- 6. The Applicant(s) has/have applied for the allotment of a Unit with full knowledge and understanding of the provisions of Real Estate (Regulation and Development) Act, 2016 ("Act"), the Haryana Real Estate (Regulation and Development) Rules, 2017 ("Rules") and the Regulations made thereunder for the State of Haryana and other Applicable Lawsforthe State of Haryana in general and the Project. The Applicant further agrees to comply with any rules, policies, regulations and guidelines made with respect to the Unit by the Company/the Maintenance Agency / the Competent Authority(ies) /registered Association of Allottees. If this Application is accepted by the Company, the allotment of the Unit in pursuance thereof shall be subject to the terms and conditions stated herein governing the Allotment and be read as part of Allotment Letter and subject to further terms and conditions as may be stipulated in the Agreement.
- 7. The project "Puri The Aravallis" is proposed to be developed in multiple Phases and/or Tower wise on land admeasuring 10.0 acres extendable after receipt of additional licence ("Project Land"). The Phase I of the project comprising of Tower A and Tower B in the said project are duly registered under the RERA Act, read with H-RERA Rules and the Haryana Real Estate Regulatory Authority, Gurugram Regulations, 2018 ("HARERA Regulations") framed thereunder by the Government of Haryana, with the Haryana

- Real Estate Regulatory Authority at Gurugram vide Registration No. RC/REP/HARERA/GGM/592/324/2022/67 dated 18-07-2022 ("said Project").
- 8. The Company has obtained and shall be further obtaining (as required at the relevant time) necessary sanctions, permissions and approvals from the concerned authorities/Competent Authority(ies) for the said Project. That the Applicant further understands and acknowledges that the Developer shall be constructing and developing additional /remaining Towers /Buildings / Blocks in the Project Land at any time in future after obtaining requisite permissions and approval from the competent authority in terms of the applicable prevailing laws and Applicant shall not raise any objection for the same in any manner whatsoever.
- 9. That the company has clarified the convenience shopping area/ commercial component of Group Housing of the project are not part of common areas and falls beyond the revenue rasta/village rasta and further that grant of occupation certificate for the project shall mean that construction has been carried out as per sanctioned plans and specifications. Further that the Promoter shall be entitled to sell the said commercial component i.e. Shops and also the Nursery school site to third parties. Further the company has also earmarked some portion of licenced land for switching station as per applicable policies of DTCP and DHBVN. Further some portion of the licensed land falls in 24 mtrs road/12 mtrs road, which shall also be transferred in favour of the State of Haryana free of cost by way of Gift Deed and also some portion of the licensed land falls beyond the said 24 mtr road.
- 10. The applicant agrees, accepts and acknowledges that there shall be interconnection of essential common infrastructure facilities proposed to be provided for the entire Group Housing Colony level (to be developed on the Licensed Land) such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. which shall be available for use by all occupants of all the phases/Towers/Buildings/Blocks to be developed in the Colony in due course. However, the Applicant shall be liable to pay the requisite maintenance charges in respect of such interconnected essential common infrastructure facilities proposed to be provided at the entire Group Housing Colony level as may be fixed by the Company/nominated Maintenance Agency/Residents Welfare Association, as the case may be from time to time.
- 11. The Company is in possession of requisite rights and powers for undertaking and carrying out the construction and development in a planned manner on the said Project Land. The Company has the complete authority and all appropriate and requisite rights and powers inter alia to undertake the marketing, sale of the Unit, either directly or through its Indian Property Associate / Channel Partner. The

Company has the right and is fully authorized and empowered to receive applications for sale of Unit, make and negotiate terms and conditions for such sale, receive the Total Consideration value and other payments towards costs, charges and dues as stated in the Application / Schedule / Agreement, make allotments of Unit, execute the Agreement, sign, execute and register further documentation for the conveyance and sale of Unit and other incidental documents as may be necessary to give effect to the Agreement, and otherwise to do all such acts, deeds and things, as may be required or deemed necessary in order to give effect to the Agreement.

- 12. The Applicant acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Applicant with their full legal import and effect and the Applicant has / have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant at the time of this Application.
- 13. The Applicant(s) is applying for allotment of the Unit in the Project under this Application Form, after fully understanding the Phase wise Development Plan of the project and also the sanctioned plan as approved by the competent authority/ies and with full knowledge of all the laws/notifications and rules applicable to the Project and has/ have satisfied himself / themselves/ itself about the rights/ title/ interest of the Company in the Unit/Project, and has understood all limitations and obligations of the Company in respect thereof.
- 14. The Company shall not receive any cheque from any other person other than issued from the bank account of any of applicant and refund, if any, shall also be only made in the name of all the applicant(s) and/or in the name of any of the applicant subject to no objection by other applicants.
- 15. The Applicant hereby further agrees to pay, imposition of higher rates of GST/any other tax, increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and also for any arrears of such charges if made applicable in future. The Company undertakes and agrees that while raising a demand on the Applicant for such development charges, cost/ charges imposed by the competent authorities, the Company shall enclose the said notification/ order/ rule/ regulation/letter/ intimation to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments and/or event after execution of conveyance deed.

- 16. The Company may allow, in its sole discretion, a rebate/discount for any reason whatsoever including but not limited to early payments of installments payable by the Applicant, discounted rates to its family and friends. The provision for allowing rebate/discount is absolutely discretionary and the Company shall be at liberty to withdraw such rebate/discount. The payments received from the Applicant shall first be adjusted against the outstanding interest on delayed payments, then towards outstanding installments and lastly the balance shall be adjusted towards future milestone payment payable by the Applicant.
- 17. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the Said unit it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application Form. Any refund, transfer of security if provided in terms of this Application Form shall be made in accordance with the provisions of FEMA, 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understand(s) and agree(s) that in the event of any failure on Applicant(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Applicant(s) shall be liable for any action under the FEMA, 1999, and rules and regulations made thereunder as amended from time to time. The Applicant(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
- 18. The Applicant(s) confirm(s) and represent(s) that the Applicant(s) is/ are buying the said unit for the consideration as aforesaid from their lawfully earned and declared source of incomes, duly declared and subject to tax laws and no part of their income/ investment bears any taint punishable under the Money Laundering Act, 2002 and/ or Benami Transactions (Prohibition) Act, 2016.
- 19. The Company and the Applicant(s) hereby agree(s) that the Earnest Money for the purpose of this Application Form shall be 10% of Total Sale Price plus applicable taxes as mentioned above and brokerage paid for the said unit. The Applicant(s) hereby authorise(s) the Company to forfeit this Earnest Money in case of non-fulfillment of the terms and conditions herein contained.

- The payment on or before due date, of Sale Consideration and other amounts payable as per 20. the payment schedule opted/accepted/mentioned and Govt. Charges recovery or as demanded by the Company from time to time is the essence of this sale transaction/application. It shall be incumbent on the Applicant (s) to comply with the terms of payment schedule and other terms and conditions of allotment and failure to make full/complete payments of instalment(s) and/or non-payment of any amount except booking amount/part amount and also in case the Applicant(s) fail(s) to make payment of even a single instalment for 15 days after expiry of due date, then the same shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money. The amount(s), if any, paid over and above the Earnest Money, would be refunded to the Applicant(s) by the Company without any interest or compensation of whatsoever nature only from the designated construction account of the said project as provided under RERA rules & act and after realization of the sales price from the new Applicant. The Company shall at all times have the first lien and charges on the said unit for all its dues payable by the Applicant(s) to the Company. If the amount deposited/paid by the applicant is less than the Earnest Money then the Applicant(s) agree(s) and undertake(s) to make the payment of the difference amount for thwith at the first written request from the Company.
- 21. The Applicant may obtain finance from any financial institution/ bank as already tied up with the company or any other source but the Applicant's obligation to purchase the said unit pursuant to this Application Form shall not be contingent on the Applicant's ability or competency to obtain such financing and financial institutions discretion for any reason to refuse to disburse and the Applicant(s) will remain bound with present terms till execution of Buyers Agreement, whether or not he has been able to obtain financing for the purchase of the said unit. Further the Company shall not be liable for the refusal of any Bank/ Financial Institution to sanction/ disburse any amount for the want of any approval etc. or for any other reason. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Applicant(s) with the financial institution/ bank without recourse to or involving the Company. The Company shall not be liable for refusal by any financial institution to advance any loan/finance to the Applicant, for any reason whatsoever.
- 22. Subject to other terms of this Application Form including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in this Application Form, as the Company shall be offering possession of the unit to the applicant(s) on or before 30.06.2029, subject to completion of all payments by the Applicant(s). Subject to the faithful discharge by the Applicant(s) of their obligations, the Company assures to hand over possession of the said unit as mentioned herein unless there is delay due to Court Orders, NGT orders, Government

policy/guidelines/directions, delay in grant of occupation certificate etc. If the offer of possession of the unit is delayed due to the above conditions / following conditions:

- a) Orders passed by National Green Tribunal and/ or other competent authority / Court/ Government Policy/ Directions etc. impacting the pace of construction/ continuation of construction;
 - Extension in Time Period The date of offer of possession [i.e. 30.06.2029] shall automatically stand extended for the period such order is in effect plus 30 days to mobilize the resources required to start the construction again.
- b) Delay in processing and/or issuance of Occupation Certificate by Department of Town and Country Planning/ Gurugram Metropolitan Development Authority/Haryana Shehri Vikas Pradhikaran/ Fire Department and/ or other competent authority beyond the period specified under The Haryana Rights to Services Act, 2014 and rules made thereunder without any lapse attributable on the part of Company;
 - Extension in Time Period The date of offer of possession [i.e. 30.06.2029] shall automatically stand extended for the period of delay in grant of OC.
- c) War/Warlike situation;
 - Extension in Time Period The date of offer of possession [i.e. 30.06.2029] shall automatically stand extended for the period of such circumstance/situation.
- d) Pandemic/Epidemic/Curfew/Riotsetc.;
 - Extension in Time Period The date of offer of possession [i.e. 30.06.2029] shall automatically stand extended for the period of such circumstance/ situation is in effect plus 30 days to mobilize the resources required to start the construction again.

In the event, the offer of possession is delayed for the factors attributable to the company the company shall be liable to make payment of compensation for delayed period to the applicant calculated at the rate SBI's highest marginal cost & lending rate plus 2% on the amounts paid by the Applicant(s).

Any delay in making payment of demanded installments by Applicant shall also attract the penalty of penal simple interest calculated at the rate SBI's highest marginal cost & lending rate plus 2% payable by the Applicant. The conveyance deed which will be executed and got registered in favour of the Applicant within reasonable period of time after the full price thereof and all other sums/charges have been paid by the Applicant. The Applicant shall be liable to pay all fees, duties expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental

- and legal expenses for the execution and registration of the agreement/ conveyance deed of the said unit, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company.
- 23. That the Applicant agrees that unless a sale/ conveyance deed is executed in his/their favour, the Company shall continue to be the owner of the Said Unit and the Company as a developer shall have the exclusive possession of the Said Unit.
- 24. The company shall make the best endeavours to facilitate the total completion of all the external services by HUDA/ HSVP/ DHBVN, a government agency, in the periphery of the colony, however the onus and sole responsibility of the completion of all the external services is with HUDA and the company is not to be held liable for the same.
- 25. In the event of Applicant(s) failure to take possession of the Said Unit, within 45 (Forty Five) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Applicant(s) risk and cost and the Applicant(s) shall be liable to pay to the Company double the applicable Common Area Maintenance Charges per month plus applicable GST for the entire period of such delay for the upkeep of the common areas as well as the subject unit.
- 26. If the Applicant(s) fail(s) to come forward to take possession of the Unit for a period of twelve (12) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the allotment of the Said Unit and refund all monies paid by the Applicant(s) after deducting the Earnest Money, only after resale and realization of the such amounts from new Applicant(s) or within a period of maximum 12 months from the date of cancellation whichever is earlier to the extent of the prevalent market rate or applicable refunds whichever is lower.
- 27. The payment of double maintenance charges shall be made by the Applicant(s) prior to the execution of the conveyance deed of the Said Unit. The double CAM charges shall be a charge for delay in taking over the possession and it shall be in addition to interest on delayed payments, if any, and other charges, and not adjustable or substitutable to any other charges as provided in this Application Form.
- 28. The Applicant(s) shall pay, as and when demanded by the Company, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of conveyance/ sale deed of the Said Unit in favour of the Applicant(s) which shall be executed and got registered after receipt of the full Sale Price and other charges as set out in this Application Form.

- 29. The Applicant(s) shall be liable to make payment of all applicable stamp duty, Registration charge and all other incidental and legal expenses for registration of Buyers agreement also, if required under applicable law.
- 30. It shall be incumbent on the Applicant(s) to comply with the terms of payment and/or other terms and conditions of the sale transaction failing which Applicant(s) shall forfeit to the Company the entire amount of Earnest Money and this Application Form shall stand cancelled and the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Unit. The Company shall thereafter be free to resell and/or deal with the Said Unit in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money would be refunded to the Applicant(s) by the Company only after realising such amounts to be refunded on resale of the Said Unit but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Said Unit for all its dues payable by the Applicant(s) to the Company.
- 31. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the payment schedule, and/or Govt. Charges as per the Schedule of Government charges recovery, but on the condition that the Applicant(s) shall pay to the Company interest which shall be charged from the due date at the rate of SBI's highest marginal cost & lending rate plus 2% and/or restoration charges as per discretion of the company.
- 32. The Applicant shall be liable to pay all fees, duties expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/ conveyance deed of the said Unit, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant fails to deposit such amounts demanded within the period mentioned in the demand letter or in case of dishonour of cheques paid by the Applicant(s), the Company shall have the right to cancel the allotment of the Said Unit and forfeit the Earnest Money and refund the balance amount, if any, to the Applicant(s), without any interest and resume the said Unit, if required.
- 33. The Applicant(s) agrees that the Company shall be entitled to forfeit the Earnest Money amounts or any amount of payment/amount received towards Earnest Money, by whatever name called, in case of non-fulfillment/breach of the terms and conditions of the Application Form and/or the Agreement or booking or agreement is cancelled/terminated for any reason whatsoever. If the Applicant causes disrepute to the project/Company and/or creating nuisance, in any way then the Company shall be entitled to terminate the allotment/agreement by refunding the amounts received from the

- Applicant without any interest, as per opinion or discretion of the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Unit. The Company shall thereafter be free to resell and/or deal with the Said Unit in any manner whatsoever.
- It is made clear to the Applicant(s) that the Company shall not permit any transfer, nomination and/or assignment till payment of 25% of the sale price is received by the company. However, after receiving 25% of the sale price, the Company may, upon payment of administrative charges as applicable from time to time which at present are Rs. 5 Lacs including GST for apartment (4B+S) and Rs. 4 Lacs including GST for apartment (3B+S), and subject to applicable laws and notifications or any Government/ its agency/body directions as may be in force, upon receiving a written request from the Applicant(s)/its nominee, permit the Applicant(s) to get the name of Applicant(s)' nominee substituted in Applicant(s) place subject to such terms, conditions and charges as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s). It is specifically made clear to the Applicant(s) that, as understood by the Company, at present there are no executive instructions of the competent authority(ies) to restrict any nomination in respect of the Said Unit. However, in the event of any imposition of such executive instructions at any time after the date of this Application Form to restrict nomination of the Said Unit by any authority, the Company will have to comply with the same and the Applicant(s) has specifically noted the same. Further the company shall have absolute discretion to waive off such charges, if any, for any reason whatsoever.
- 35. The Applicant(s) hereby authorize(s) and permits the Company to raise finance/loan from any Financial Institution/ Bank by way of Mortgage/ charge/ securitization of receivables of his/their Said Unit subject to the Unit being free of any encumbrances at the time of execution of conveyance/ sale deed. The company has already provided/ shall be providing the requisite NoC from the financial institutions from which the company shall avail the loan, if required and other facility only at the time of execution of conveyance deed.
- 36. In case of the Applicant(s) who has/ have made arrangement with any Financial Institutions/ Banks, the conveyance of the Said Unit in favour of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/ Banks.

- 37. The Applicant(s) hereby covenants to the Company to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).
- 38. That the Applicant(s) confirms that the Applicant(s) has entered into this transaction with the full knowledge and understanding of this Application Form and subject to all the laws and notifications and rules applicable to this area, including terms and conditions of the licence(s) granted by the Director, Town and Country Planning, Government of Haryana, for setting up the Said Colony and the undertakings given by the Company/Land Owners to the Director, Town and Country Planning, Government of Haryana, in this regard and that the Applicant(s) has/have familiarized themselves with all the aforesaid and other applicable agreements, arrangements undertakings, conditions on inspection of the documents with the Company.
- 39. The Applicant(s) shall inform the Company in writing any change in the mailing address mentioned in this Application Form failing which all demands, notices etc. by the Company shall be mailed to the address given in this Application Form and deemed to have been received by the Applicant(s). In case of joint Applicants, all communications shall be sent to the first named Applicant in this Application Form which shall for all purposes be considered as served on all the Applicants and no separate communication will be necessary to the other named Applicants and the Applicants have agreed to this condition of the Company.
- 40. The Company is not required to send reminder/ notices to the Applicant in respect of the obligations of the Applicant as set out in this Application Form and the Applicant is required to comply with all its obligations on its own.
- 41. That the Company may, in its sole discretion, appropriate towards the Sale Price of the Said Unit, the amounts received from the Applicant(s) in any head/account and the appropriation so made shall not be questioned by the Applicant(s). The Conveyance/Sale Deed shall, however, be executed only after the outstanding's under all the heads are paid in full. Any amount to be returned/refunded to the Applicant(s) under the present Application Form shall be paid from the Separate account maintained by the company as per requirement of HRERA Rules and the Act.

- 42. That the Company shall have the first lie and charge on the Said Unit for all its dues and other sums payable by the Applicant (s) to the Company.
- 43. That, subject to the Applicant(s) timely fulfilling all his/ their obligations herein and there being no bar from any Government or any other Competent Authority, the Company covenants that it shall pass on a clear title in respect of the Said Unit in favour of the Applicant(s) after getting NoC/ clearing the charge, if any, before or at the time of execution and registration of Conveyance Deed.
- 44. The Company has made it clear to the Applicant(s) that it may carry out extensive developmental/ construction activities now or in future in the said Residential Group Housing Colony in which the said Project i.e. 'PURI THE ARAVALLIS' is located, as the same is being developed in phases, and that the Applicant(s) has confirmed that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental/construction activities or incidental/related activities.
- 45. The Company shall confirm the final Carpet Area that will be allotted to the Applicant(s) after the construction of the Project/ Phase-1/Unit, as the case may be, in 'Puri The Aravallis' is completed and the occupancy certificate/part occupation certificate (as the case may be) is granted by the Competent Authority. The Total Consideration value payable for the Unit after taking into account the revised Carpet Area shall be recalculated upon confirmation by the Company and appropriate adjustment shall be carried for the amount paid by the Applicant/Allottee. If the increase in the Carpet Area of the Unit is more than 5% (five percent) and such variation is not acceptable to the Applicant/ Allottee, every attempt shall be made to offer an alternate Unit of a similar size and nature within 'Puri The Aravallis', subject to availability. In the event that such an Unit is available and the Applicant/ Allottee accepts such alternate Unit, the applicable Total Consideration Value resulting due to such changed location/alternate Unit shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Company. In the event, the Applicant/ Allottee does not accept such alternate Unit or if there is no other Unit of a similar size and nature at another location within 'PURI THE ARAVALLIS', the Applicant/ Allottee shall be refunded the actual amounts received against the Total Consideration Value along with interest thereon, at the rate prescribed in the Rules, which shall be full and final satisfaction and settlement of all claims/ demands of the Applicant/ Allottee and no other claim, monetary or otherwise shall lie against the Company and the Unit.

- 46. The Applicant has applied for the booking and allotment of the Unit being fully aware of the applicability of GST on the cost of the Unit.
- 47. The Applicant(s) agrees and undertakes that if the Applicant(s) fails and/or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Company shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Company then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Unitshall be subject to adjustment/recovery of such amount.
- 48. The Company shall be developing a modern Club [on the site marked as community centre] at its own expense within the Group Housing Colony ("Club") for use by all the allottee(s) of all phases in the Group Housing Colony and the Company may at its sole discretion engage/appoint any third party to own or manage, maintain and operate and on such terms and conditions as it may deem fit at its discretion. The right to use such Club shall, at all times, be contingent upon due and faithful observance of all rules, bye-laws and conditions as may be notified by the Maintenance Agency/ Company/ such third party for use of the Club. The applicant and all other persons using the club facility shall pay all charges including but not limited to Club Usage Charges for usage of such Club and or any advance/lifetime membership charges to use the facilities of the club and shall abide by the rules and regulations as may be formulated by the Company/ the Maintenance Agency/ such third party for management of the Club. The club membership shall be co-terminus and co-existent with the ownership of the Unit and upon transfer of the Unit, the club membership shall, subject to applicable rules and regulations, automatically be transferred to the transferee. For the operation, management, maintenance, upkeep and upgradation of the facilities in the Club, the applicants and all other persons using the club facility shall pay charges as may be prescribed from time to time by the Company/the Maintenance Agency/such third party that may be engaged for the operation, management and maintenance of the Club.
- 49. The company shall be making the investments (i.e. time, labour and money) in developing the Project, the Applicant agree that upon receipt of Occupation Certificate and issuance of Notice for Offer of Possession by the Company to the Applicant(s)/Allottee(s), the Applicant(s)/Allottee(s) shall not be entitled to terminate the Agreement for Sale/ Buyer's Agreement for any reason whatsoever. The Applicant(s)/ Allottee(s) agrees that in case the Applicant(s)/ Allottee(s) withdraws

from the project after the receipt of the Occupation Certificate and issuance of notice for offer of possession at no fault of the Company, then the Company shall be entitled to forfeit the earnest money out of the amounts paid by the Applicant(s)/Allottee(s) along with Interest, if any and the applicable refund shall be made only post resale of the said unit. The Applicant(s)/ Allottee(s) further agree/s and acknowledge/s that the Company's obligation of constructing and handover the Unit shall come to an end on receipt of Occupation Certificate and/ or issuance of the Notice for Offer of Possession and that subsequent to the same, the Company shall not be responsible and/or liable for any obligation towards the Applicant(s)/Allottee(s) for the possession of the Unit.

- 50. The Applicant confirms having understood that with the change intechnology or otherwise the Company is entitled to speed up the process of construction and that the Applicant agrees and understands that the sequence of construction milestones as mentioned in the payment plan are indicative in nature and are subject to change during the course of construction. While the time linked instalments shall be raised in accordance and within the given time frame, accordingly the Company has the right to raise the demands based on the actual stage of construction, with regard to the construction linked demands, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the indicative payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
- 51. The Applicant shall have the right to the Unit along with exclusive right to usage of parking space, as mentioned below:
 - a. The Applicant shall have exclusive ownership of the Unit to be used as a Residence for which the allotment has been made and for which the Unit has been provisioned for.
 - b. The share/interest of Applicant in the Common Areas of the Building in which the Unit is situated cannot be divided or separated, the Applicant shall use the Common Areas along with other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Company shall hand over the Common Areas of the Building in which the Unit is situated to the Association of Allottees/ Competent Authorities, as the case may be, after duly obtaining the occupation certificate/ part occupation certificate/ part completion certificate/ completion certificate from the Competent Authority, as the case may be, as may be as provided in the Rule 2(1)(f) of Rules.
 - c. The Applicant shall have the right to exclusive use but no title to the allotted car parking space(s), if any.

- 52. The Applicant understands and agrees that (i) this Application and allotment pursuant thereto shall be strictly restricted to FAR that may have been allocated / utilized with respect to the Carpet Area of the Unit only and not for any other FAR of any nature whatsoever and the Applicant has no right of any nature whatsoever in the unallocated / balance / unutilized FAR in the Project Land; (ii) if FAR is increased from time to time due to any addition of land parcel to the Project Land or enhancement in FAR due to any Government's/Statutory Authority's directions from time to time, then such increased / enhanced FAR on the Project Land and all the rights in the increased / enhanced FAR shall vest with the Company and / or its / their subsidiaries/ associates exclusively, and shall be in addition to the unallocated / balance / unutilized FAR. The Company shall be the sole beneficiary / owner of and have the unfettered rights towards the presently unallocated / balance / unutilized FAR and the increased / enhanced FAR in the Project Land including any portion thereof.
- 53. The Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Applicant independent of the other. The right to use of any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Company, subject to availability and upon payment of such charges as may be decided by the Company. The Company's decision in this regard shall be final and binding.
- 54. In case the Company is required to make any additional provisions for and additional/ specific provisions of certain specifications for and in relation to the unit and/or for any additional features and services in the Project, (including installation or make provision for alternate sources of generation/ distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives/ instructions of the Competent Authority under the applicable law (but not occasioned due to any default of the Company), then the Company shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the units as additional costs and charges and the Applicant agrees to pay the same proportionately to the Company, without any delay, demurand protest.
- 55. The Allottee agrees and accepts that the Unit applied for and allotted is an apartment only and allottee has agreed to purchase an apartment only which is heritable and transferable as per provisions of the Haryana Apartment Ownership Act, 1983, the Act and the rules and regulations thereunder, as applicable in the State of Haryana, or any statutory enactments or modifications thereof.

- 56. The Applicant shall also pay, as and when demanded by the Company, Goods & Services Tax (GST), Works Contract Tax (WCT) or any other statutory taxes, duties, charges, cesses, levies and the like as may be applicable to the Unit and/ or the Applicant in relation to the Unit. The Applicant agrees and understands that in the event any property tax or any other taxes, charges, fee, cess or the like by whatever name is imposed and/or is assessed separately in respect of the Unit, the same shall be payable by the Applicant, to the concerned authority.
- 57. The Applicant agrees and undertakes not to undertake any modification/renovation and also not to make any structural change and/ or raise any construction within the Unit or otherwise encroach upon or occupy any Common Areas or any other area outside the Unit, and any violator of the same shall be strictly penalized.
- 58. The Applicant shall use the Unit only for the purpose for which it is allotted and in a manner that does not cause nuisance and/ or annoyance to other occupants of the Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any Unit (s) above, below or adjacent to the Unit and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Applicant shall be obtained from the Competent Authorities/ Association of Allottees of the present Phase/ Project and prior notice thereof shall be given to the Association of Allottees/the Maintenance Agency/the Competent Authority, as the case may be.
- 59. The Applicants(s) has/have confirmed that irrespective of any disputes, which may arise between the Applicants(s) and the Company, the Applicants(s) shall punctually pay all installments of the Total Consideration Value, amounts, contributions, deposits, and shall not withhold any payment for any reason whatsoever.
- 60. The Company has the right and is entitled to create mortgage and/or create a charge on the land of the project, Building or the Unit or any part or component thereto, all current/future receivables pursuant thereto and any other right, title and interest that the Company may have in respect of the Project and/or the blocks and construction comprised thereupon including but not limited to Common Areas, Buildings and

- Floors. The Company shall ensure that if 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) and all such charge shall be removed from the unit of the allottee prior to execution and registration of the conveyance deed.
- 61. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Company as per the Agreement relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Applicant from the date of handing over possession (as per the terms of the Notice for Offer of Possession), it shall be the duty of the Company to rectify such defects without further charge, within 90 (ninety) days, and in the event of the Company's failure to rectify such defects within such time, the aggrieved Applicant shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided, the Company shall not be liable for any such structural/architectural defect which result from/induced by: (i) the Applicant, by means of carrying out structural or architectural changes from the original specifications/designs; or (ii) any act, omission or negligence attributable to the Applicant or non-compliance of any Applicable Laws by the Applicant; or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Company at Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Company shall be entitled to such additional time period.
- 62. The Applicant(s) hereby undertake to indemnify and keep the Company and their respective Directors/ Officials/ office bearers indemnified against any losses, damages, charges and expenses suffered by them on account of breach of any of the terms and conditions herein by the Applicant(s).
- 63. The Company shall compensate the Applicant in case of any loss caused to him due to defective title of the Land, on which the Project has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
- 64. All the Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Allottee to the Company for the sale of Unit to the Allottee, shall be payable by the Allottee as applicable from time to time as per the applicable rates.
- 65. That the rights and obligations of the parties under or arising out of this Application Form shall be construed and enforced in accordance with the laws of India.

- 66. That in case the Applicant(s) has/ have to pay any commission or brokerage to any person for services rendered by such person to the Applicant(s) whether in or outside India for acquiring the Said Unit for the Applicant(s), in that event the Company makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of Total Sale Price agreed to be payable to the Company for the Said Unit. Further the Applicant(s) undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection. Further the applicant assures to deal only with brokers duly registered with HRERA.
- 67. The Applicant agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement for Sale and a separate maintenance agreement, any other papers, documents, undertakings and declarations, in the standard format corresponding to/ in compliance of all applicable laws, as may be required by the Company and/ or the nominated maintenance agency and/or registered Association of Allottees for the maintenance and upkeep of the Project 'Puri The Aravallis' as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Unit.
- 68. That in case there are Joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first and at the address given by him/them which shall for all purposes be considered as served on all the Applicant(s) and no separate communication will be necessary to the other named Applicant(s) and the Applicant(s) have agreed to this condition of the Company. The Applicant(s) declares and affirms that in case of joint applicants, failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this Buyer's Agreement and both/all shall be liable for the consequences jointly as well severally.
- 69. That for all intents and purposes and for the purpose of the terms and conditions set out in this Application Form, singular includes plural and masculine includes the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Application Form shall carry the same meaning and purpose as the word "Applicant(s)" so far as the context may permit.

- 70. The jurisdiction of civil courts is expressly barred and as the said Unit is located in the District of Gurugram and competent Gurugram courts alone shall have the territorial jurisdiction in all matters arising out of or touching and/or concerning this transaction.
- 71. All or any disputes arising out or touching upon or in relation to the terms of this Application Form 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 applicable RERA Rules and Act and/ or under any other mechanism provided under the applicable RERA Rules and Act.
- 72. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

To, Puri Construction Pvt. Ltd. 4-7B GF, Tolstoy House, Tolstoy Marg, New Delhi-110001
Sub: No Objection/ Consent with respect to Revision in Zoning Plan, Building Plans, Site Layout Plan etc. with regard to the Group Housing Colony- Puri The Aravallis, Sec-61, Gurugram.
Dear Sir(s),
I/We am/are one of the Allottee(s) of an Apartment No, in Tower Noin Puri The Aravallis, being the Phase -01 of the Group Housing Colony being developed in multiple phases by Puri Construction Pvt Limited in Sector-61, Gurugram.
I/We acknowledge and confirm that I/ we have provided our consent for the revision in the various plans.
I/We hereby confirm that I/ we have no objection to the Promoter/ Company/ Developer getting the Zoning Plan, Building Plans, Site Layout Plan etc. with regard to the Group Housing Colony- Puri The Aravallis, Sec-61, Gurugram, revised or amended and/ or consent towards the Promoter availaing/utilizing benefits under Transferable Development Rights, Transit Oriented Development, Enhanced FAR, Balance FAR etc. as the Promoter has assured, represented and clarified that there is no change in the unit area of my unit and also there is no change in the height of tower/building in which my unit is located.
I/We hereby further grant our unconditional consent/NoC to the same.
Thanking You, Yours sincerely,
Signature:
Name:
Address:

