

 **PURI**
DIPLOMATIC
Residences

SECTOR 111, DWARKA EXPRESSWAY, GURUGRAM



APPLICATION FORM

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 DIPLOMATIC RESIDENCES”
SECTOR – 111, VILLAGE CHAUMA, GURUGRAM (HARYANA)

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

Dear Sir/s,

I/ We 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 per following details :

Sr. No.	Particulars	Schedule
1.	Allottee Details	I
2.	Project Details	II
3.	Approval Details	III
4.	Booking Details	IV
5.	Notes w.r.t. Sale Consideration	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	X
11.	Site Layout	XI
12.	Specifications	XII

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

- A) The Company and Collaborators/owners of the land have executed a Development Agreement and in furtherance of the same, the company has obtained the Licence nos. 55 of 2010 and 87 of 2012, for the Licenced Land as fully detailed and described in the said License.
- B) The Company has further clarified that the company has already developed a Project Diplomatic Greens Phase-I & II [now named as Phase-A] in furtherance of the above stated licenses which was completed prior to RERA Act coming into force and for which Occupation Certificate was obtained on 29.08.2016.
- C) The Company has further clarified that the company is now developing the present Project Diplomatic Residences [now named as Phase-B] over the land measuring 5.41 Acres out of the licensed land of the above stated licenses. Further the said land over which Phase-B is being developed is in the ownership of associate /subsidiary company -Natureville Promoters Pvt Ltd and the project is being developed in furtherance of the development agreement between Natureville Promoters Pvt Ltd and Puri Construction Pvt Ltd.
- D) The Company has further clarified that the company has obtained the Phasing approval for Phase-B / Puri Diplomatic Residences under the applicable phasing policy dt. 24.4.2023 of Department of Town & Country Planning Haryana ["DTCP"] after following due procedure of law.
- E) 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 30 mtrs sector road and service road and vests in State of Haryana.
- F) The Project – Puri Diplomatic Residences, i.e. Residential Group Housing Colony is being developed in separate phase termed as Phase-B, as per applicable Phasing Policy dt. 24.4.2023 and other applicable policies viz. TOD Policy dt. 09.02.2016 TDR Policy dt. 16.11.2021 etc.
- G) The promoter shall apply and obtain Occupation Certificate for the said project on or before 31st March, 2031. The promoter shall apply and obtain Completion Certificate for the said project on or before 31st March, 2032.
- H) There shall be no commonality of following essential common infrastructure facilities proposed to be provided in the Phase-B / Puri Diplomatic Residences with the already developed Phase-A/ Diplomatic Greens such as club, water supply, sewage disposal, main circulation roads, storm water drainage, horticulture and street lights, common areas etc.
- I) However, I/ we agree and undertake that I/we shall be liable to pay the requisite maintenance charges as may be fixed by the Company/ nominated Maintenance Agency/Residents Welfare Association, as the case may be from time to time.

- J) 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.
- K) 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.
- L) 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.
- M) 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.
- N) This Application shall be confined and limited in its scope to the Unit in the said Project Diplomatic Residences/ Phase-B/Tower/Block only.
- O) 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 has/ 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.

Signature of Allottee(s)

- P) 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 not more than 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.
- Q) 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.
- R) 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.
- S) The Company, subject to force majeure circumstances, proposes to complete the construction of the Puri Diplomatic Residences/Towers/Blocks of the Project and handover possession of apartments/Towers/Blocks of the Project on or before 31.03.2031. 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.
- T) I/ we agree, understand and accept that the company has charged the sale consideration on the basis of Carpet area only. The company has undertaken that there shall be no change in the Carpet Area of the unit under booking except as permitted under the provisions of RERA Act.
- U) 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 First Applicant shall be deemed to have been duly served upon me/ us.
- V) 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.

Signature of Allottee(s)

I/We, the Applicant(s) is 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. /RTGS-UTR 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.

Date:
Place:

Yours faithfully,
Signature of Applicant

SCHEDULE – I

PARTICULARS OF APPLICANT (Sole/First)

Mr./Ms./Mrs. [Redacted]

S/o, D/o, W/o Mr./Mrs. [Redacted]

Date of Birth: [Redacted]

Profession: [Redacted]

Nationality: [Redacted] PAN No: [Redacted]

Residential Status: [Redacted]

Resident/Non-Resident/Foreign

National of Indian Origin

Residential Address: [Redacted]

[Redacted]

Correspondence Address: [Redacted]

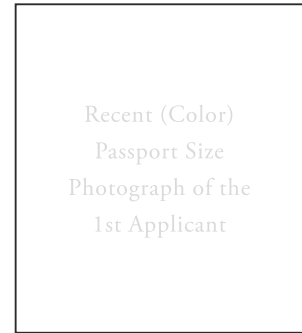
[Redacted]

Mobile No: [Redacted] Email Id: [Redacted]

Aadhaar No: [Redacted]

Investor/End-user: [Redacted]

Whether the Applicant owns
other residential property(ies): [Redacted]



Self Attested Photograph

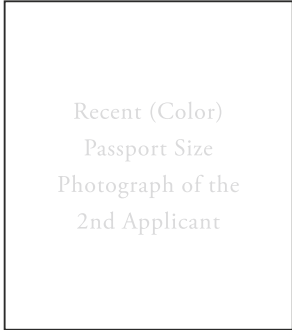
Signature of Allottee(s)

APPLICANT (Second Applicant)

Mr./Ms./Mrs. [Redacted]

S/o, D/o, W/o Mr./Mrs. [Redacted]

Date of Birth: [Redacted]



Self Attested Photograph

Profession: [Redacted]

Nationality: [Redacted] PAN No: [Redacted]

Residential Status: [Redacted]

Resident/Non-Resident/Foreign

National of Indian Origin

Residential Address: [Redacted]

[Redacted]

Correspondence Address: [Redacted]

[Redacted]

Mobile No: [Redacted] Email Id: [Redacted]

Aadhaar No: [Redacted]

Investor/End-user: [Redacted]

Whether the Applicant owns
other residential property(ies): [Redacted]

Signature of Allottee(s)

APPLICANT (Third Applicant)

Mr./Ms./Mrs. [Redacted]

S/o, D/o, W/o Mr./Mrs. [Redacted]

Date of Birth: [Redacted]

Profession: [Redacted]

Nationality: [Redacted] PAN No: [Redacted]

Residential Status: [Redacted]

Resident/Non-Resident/Foreign

National of Indian Origin

Residential Address: [Redacted]

[Redacted]

Correspondence Address: [Redacted]

[Redacted]

Mobile No: [Redacted] Email Id: [Redacted]

Aadhaar No: [Redacted]

Investor/End-user: [Redacted]

Whether the Applicant owns
other residential property(ies): [Redacted]



Self Attested Photograph

Signature of Allottee(s)

APPLICANT (Partnership/Sole Proprietorship/HUF)

Name of Partnership/Sole Proprietorship Firm/HUF

Registered Office

Correspondence Address

Recent (Color)
Passport Size
Photograph of the
Partner

Self Attested Photograph

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

Registered Office

Correspondence Address

Recent (Color)
Passport Size
Photograph of the
Director

Self Attested Photograph

PAN of Company

Board Resolution date

Name of Director/Authorized Signatory

Mobile No:

Email Id:

Signature of Allottee(s)

BANK ACCOUNT DETAILS OF ALLOTTEE(S)		
Bank Name and Branch		
Account Type	Savings	Current
Account No.		
IFSC Code		
MICR Code		

Signature of Allottee(s)

PROJECT DETAILS	
Details of HARERA Registration: HRERA REGN. NO. 14 OF 2024	Reg. No.: RC/REP/HARERA/GGM/787/519/2024/14 DT. 19.2.2024
	Dated: 19.2.2024
	Valid Upto: 31.03.2032
Project Name	Puri Diplomatic Residences
Project Location	Sector 111, Gurugram
If project is developed in phases then, Phase Name	Puri Diplomatic Residences
Nature of Project	Residential Group Housing
Proposed date of Possession of the unit	On or before 31st March 2031
Proposed date of obtaining Occupation Certificate	On or before 31st March 2031
Proposed date of Completion of the Phase/Project	On or before 31st March 2032
License No.:	55 of 2010, 87 of 2012 and 33 of 2013
Name of Licensee	Natureville Promoters Pvt Ltd. And others
Name of Collaborator (if any)	Puri Construction Pvt. Ltd.

Signature of Allottee(s)

SCHEDULE – III

APPROVAL DETAILS	
Details of License approval	License No. 55 of 2010
	Dated : 25/07/2010
	Valid Upto 24/07/2025
	License No. 87 of 2012
	Dated : 29/08/2012
	Valid Upto 28/08/2025
	License No. 33 of 2013
	Dated : 25/05/2013
	Valid Upto 24/05/2024
Details of Building Plans approval	Memo. No. ZP-729-VOL-III/AD(VK)/2024/258
	Dated 02/01/2024
	Valid Upto 01/01/2029

Signature of Allottee(s)

SCHEDULE – IV

BOOKING DETAILS				
No.	Category of Apartment	Range of Carpet Area (Sq. Mtr.)	Range of Carpet Area (Sq. Ft.)	Signature
1	3 BHK + 3 T + S (including 2 Car Park Spaces)	122.9 – 130.5	1323 - 1405	
2	Date of Obtaining OC	On or before 31st March 2031		
3	Date of Offer of Possession	On or before 31st March 2031		

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, meant 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, meant for the exclusive use of the allottee;

Signature of Allottee(s)

**NOTES/AGREED/APPLICABLE TERMS AND CONDITIONS RELATED
TO APPLICABLE SALE CONSIDERATION OF THE UNIT :**

1. The applicable total sale consideration shall be payable by the applicant as per the category of the apartment and as per the relevant date of booking, which shall be inclusive of EDC, IDC, PLC & Parking Charges. Applicable GST Amount will be payable in addition to above mentioned range of sale consideration – the present applicable rate of GST is 5%, which can/will undergo changes as per relevant notifications of Central Govt.
2. 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 DIPLOMATIC RESIDENCES MASTER A/C" as per following details:
Account No. : 10220210005446
Bank : UCO Bank
Branch : Rajendra Place Branch, 30/29 East Patel Nagar, New Delhi - 110008
IFSC Code : UCBA0001022
MICR Code : 110028019
3. 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 vis a vis total carpet area of the project.
4. 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.
5. 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. The above sale consideration is inclusive of Power Back-up upto ____KVA for 2/3 BHK and ____KVA for 4 BHK.

Signature of Allottee(s)

6.	Upon issuance of the Allotment Letter, the Applicant shall be liable to pay the Total sale consideration alongwith 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 alongwith 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 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 per the applicable Law.
7.	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").
8.	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.
9.	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.
10.	Taxation Particulars of the company – Puri Construction Pvt Ltd. are – PAN : AAACP2760K GST : 06AAACP2760K1ZF

Signature of Allottee(s)

SCHEDULE – VI

S. No.	Schedule /Construction Milestone	Amount / Percentage of payment of Total Sale Consideration
1	ON APPLICATION	₹20 LACS
2	WITHIN 45 DAYS OF APPLICATION	TO COMPLETE 10% OF TOTAL SALE CONSIDERATION I.E. 10% LESS ₹20 LACS

*At this stage Buyer's Agreement will be registered between the promoter and the allottee(s) within 30 days of allotment or as per request of allottee(s). No further installment (greater than 10%) would be demanded from the allottee(s) without registration of Buyer's Agreement. The allottee(s) shall get the buyer's agreement registered within 30 days of promoter making such request failing which the promoter shall be at liberty to cancel the allotment.

3	WITHIN 120 DAYS OF ALLOTMENT	7.5%
4	COMPLETION OF EXCAVATION/WITHIN 270 DAYS OF ALLOTMENT WHICHEVER IS LATER	7.5%
5	COMPLETION OF GROUND FLOOR LEVEL	10%
6	COMPLETION OF 10TH FLR ROOF SLAB	10%
7	COMPLETION OF 20TH FLR ROOF SLAB	7.5%
8	COMPLETION OF 30TH FLR ROOF SLAB	7.5%
9	START OF TOWER INTERNAL PLUMBING WORKS/ ELECTRICAL WORKS	10%
10	START OF TOWER MARBLE /UPVC WORKS	10%
11	START OF EXTERNAL PAINT	10%
12	ON APPLICATION OF OC	5%
13	OFFER OF POSSESSION	5%
		100%

Signature of Allottee(s)

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/C DIPLOMATIC RESIDENCES MASTER A/C" as per following details:

Account No. : 10220210005446
Bank : UCO Bank
Branch : Rajendra Place Branch, 30/29 East Patel Nagar, New Delhi – 110008
IFSC Code : UCBA0001022
MICR Code : 110028019

**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	

Signature of Allottee(s)

SCHEDULE – IX

MODE OF BOOKING DETAILS		
1	Direct/ Real estate agent	
2	If booking is through Real estate agent, then Real estate agent Reg. No	
3	Real estate agent Charges	

Signature of Allottee(s)

**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 same for the purposes of the booking the unit.

1. Natureville Promoters Pvt. Ltd. was the absolute and lawful owner of the part of land admeasuring 21898 square meters (approx.) i.e. 5.41 acres situated at Sector 111, Village Chauma, Tehsil and District Gurugram (hereafter called the "Said Land") as recorded in revenue records. The Owner [associate company of Promoter] and the Promoter have entered into a collaboration/development/joint development agreement as amended and rectified;
2. The Promoter has obtained Licence(s) being License no. 55 of 2010, 87 of 2012 and 33 of 2013 for development of Group housing colony in Village Chauma, Sector – 111 Gurugram, which were granted by Director, Town and Country Planning Haryana, Chandigarh, in terms of the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed there under in the names of respective registered owners as mentioned therein. The promoter has already developed a Group Housing Colony on the part of the licensed land of above referred licenses for which Occupation Certificate was received in 2016 much prior to RERA Act coming into force and the same is outside the purview of the present project.
3. The above stated land mentioned at (1) above is earmarked for the purpose of development of Phase-B of Residential Group Housing Colony as per approvals granted by the Director, Town & Country Planning Haryana, Chandigarh and as per approved layout plan. The said Phase-B of Group Housing Colony is comprising of multi-storeyed apartment(s), EWS Units, etc. and the said Phase-B project shall be known as 'PURI Diplomatic Residences' (hereinafter referred to as "Project");
4. The Director Town & Country Planning, Haryana, Chandigarh vide Memo No. ZP-729-VOL-III/AD(VK)/2024/258 dated 02/01/2024 has sanctioned / approved the building plans for the Puri Diplomatic Residences of the project.
5. 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. RC/REP/HARERA/GGM/787/519/2024/14 DT. 19.2.2024 .
6. The applicant confirms that it has visited the site of the project physically and has seen the actual site/project and after satisfying itself with every aspect of the site / project, including amenities to be developed and after satisfying itself with all aspects of the project is making the present booking by agreeing to these terms of allotment.

Signature of Allottee(s)

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. M/s Puri Construction Pvt. Ltd.

“Earnest Money” means the 10% of the Total Sale Consideration of the said unit and all the applicable taxes on total amounts paid payable, whichever is higher.

“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.

1. 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 Laws for the 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.
2. The project “Puri Diplomatic Residences” is proposed to be developed in single phase and the said project is comprising of Tower A1, A2, B1, B2, B3 and C and said Tower 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/787/519/2024/14 DT. 19.2.2024 (“said Project”).

3. 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.
4. That the company has clarified that grant of occupation certificate for the project shall mean that construction has been carried out as per sanctioned plans. Further some portion of the licensed land falls in 30 mtrs sector road /12 mtrs road, which vests with State of Haryana.
5. 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.
6. 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.
7. 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.
8. 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.

9. The Total Sale Consideration is escalation-free. The Total Sale Consideration shall be payable as per payment plan. 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.
10. 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 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.
11. 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 agrees 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.
12. The Applicant confirm and represents that the Applicant is buying the said unit for the consideration as aforesaid from his lawfully earned and declared source of incomes, duly declared and subject to tax laws and no part of his income/investment bears any taint punishable under the Money Laundering Act, 2002 and/or Benami Transactions (Prohibition) Act, 2016.
13. 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. 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.

Signature of Allottee(s)

14. The payment on or before due date, of Sale Consideration and other amounts payable as per 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 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/Applicant fails 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 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. The Company shall at all times have the first lien and charges on the said unit for all its dues payable by the Applicant to the Company. If the amount deposited/paid by the applicant is less than the Earnest Money then the Applicant agrees and undertakes to make the payment of the difference amount forthwith at the first written request from the Company.
15. 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 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 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.
16. 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 on or before 31.03.2031, subject to completion of all payments by the Applicant.

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.

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.

Signature of Allottee(s)

17. 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.
18. 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.
19. In the event of Applicant(s) failure to take possession of the Said Unit, within 60 (Sixty) 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.
20. 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 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.
21. 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.
22. The company shall be at liberty to cancel the allotment of the unit even if allottee is not in default without assigning any reason and/or for the reason that the allottee is indulged in act and omission resulting into causing disrepute to the company or any of its project and is chronic litigant and such act or omission is detrimental to the interests of the company and in such event the company shall refund the amounts paid by the allottee alongwith interest prescribed under the provisions of RERA act and rules made thereunder.
23. 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.

Signature of Allottee(s)

24. 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.
25. 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.
26. 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.
27. 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 dishonor of cheques paid by the Applicant, 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, without any interest and resume the said Unit, if required.
28. The Applicant 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.

29. 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, the first transfer of said unit by allottee in favour of any nominee/ third party shall be free. However for subsequent transfer(s) the Company may, upon payment of charges as applicable from time to time 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.
30. 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/financial institution/bank shall always have the first lien/charge on the Said Unit for all its dues and other sums payable by the Applicant(s) or in respect of the above.
31. 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.
32. 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).
33. 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 familiarized himself/himself with all the aforesaid and other applicable agreements, arrangements undertakings, conditions on inspection of the documents with the Company.

Signature of Allottee(s)

34. 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 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.
35. 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.
36. 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.
37. That the Company shall have the first lien and charge on the Said Unit for all its dues and other sums payable by the Applicant(s) to the Company.
38. 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.
39. The Company shall confirm the final Carpet Area that will be allotted to the Applicant after the construction of the Project Puri Diplomatic Residences/ Phase-B/Unit, as the case may be, in 'Puri Diplomatic Residences' is completed and the occupancy certificate 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 Diplomatic Residences', 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 Diplomatic Residences', 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.

Signature of Allottee(s)

40. 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.
41. 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 Unit shall be subject to adjustment/recovery of such amount.
42. The Company has developed 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) 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.
43. 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 entire amount paid by the Applicant(s)/Allottee(s) along with Interest, if any. 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.

44. The Applicant confirms having understood that with the change in technology 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 timeframe, accordingly the Company has the right to raise the demands based on the actual stage of construction, regard 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.
45. 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.
46. 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.
47. 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, but at the sole discretion of the Company, subject to availability.

48. 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 & the Applicant agrees to pay the same proportionately to the Company, without any delay, demur and protest.
49. 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.
50. 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.
51. 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.
52. 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.
53. The Applicants(s) 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.

Signature of Allottee(s)

54. 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.
55. 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/offer of possession / date of OC (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.
56. 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).
57. 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.
58. 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.
59. 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.

Signature of Allottee(s)

60. 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.
61. 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 Diplomatic Residences' 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.
62. 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. #
63. 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.
64. 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.
65. 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.
66. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Signature of Allottee(s)

Site Layout



LEGENDS

- | | |
|-----------------------|--------------------------------|
| 1. WATER FEATURE | 11. LAWN |
| 2. SEATING POD | 12. RAMP TO GROUND FLOOR |
| 3. TABLE TENNIS POD | 13. STEPPED SEATING |
| 4. CHESS POD | 14. SPECIALLY ABLED RAMP |
| 5. YOGA POD | 15. PRIMARY AND NURSERY SCHOOL |
| 6. POOL | 16. EWS BLOCK |
| 7. CARROM POD | 17. EXISTING N SCHOOL BUILDING |
| 8. SEATING | 18. EXISTING EWS BLOCK |
| 9. YOGA LAWN | 19. CLUB HOUSE |
| 10. ACCUPRESSURE PATH | |

SCHEDULE – XII

Specifications

AREAS	FLOORS	WALLS	CEILING	DOORS	WINDOW/GLAZING	OTHERS	ELECTRICAL
LIVING ROOM/DINING ROOM/LOUNGE	Imported Marble/Stone	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Hardwood Door Frame with Laminated Flush Door	UPVC/Aluminium		Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
MASTER BEDROOM	Laminated Wooden Flooring	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Hardwood Door Frame with Laminated Flush Door	UPVC/Aluminium		Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
OTHER ROOMS	Laminated Wooden Flooring	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Hardwood Door Frame with Laminated Flush Door	UPVC/Aluminium		Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
KITCHEN	Vitrified Tiles/Stone	Tiles upto 2' above Counter & Acrylic Emulsion Paint above	Acrylic Emulsion Paint	Hardwood Door Frame with Laminated Flush Door	UPVC/Aluminium	Modular Kitchen with Marble/ Granite/Synthetic Stone Top, Hob & Chimney	Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
BALCONIES	Anti Skid Tiles	Weather Resistant Paint	Weather Resistant Paint	UPVC/Aluminium	UPVC/Aluminium	MS Railing with Enamel Paint	
MASTER TOILET	Anti Skid Tiles	Tiles upto 7' & POP Acrylic Emulsion Paint above 7'	Acrylic Emulsion Paint	Hardwood Door Frame with Laminated Flush Door	UPVC/Aluminium	Chinaware and C.P. Fittings with granite/marble counter	Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
OTHER TOILETS	Anti Skid Tiles	Tiles upto 7' & POP Acrylic Emulsion Paint above 7'	Acrylic Emulsion Paint	Hardwood Door Frame with Laminated Flush Door	UPVC/Aluminium	Chinaware and C.P. Fittings with granite/marble counter	Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
S. ROOM/UTILITY ROOM	Ceramic Tiles	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Hardwood Door Frame with Laminated Flush Door	UPVC/Aluminium		Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
STAIRCASES	Kota Stone/ Granite/Tiles	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Fire Rated Doors	UPVC/Aluminium	MS Railing with Enamel Paint	Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
COMMON AREA LOBBIES	Granite/Marble/ Synthetic Stone	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Fire Rated Doors	UPVC/Aluminium		Copper Electrical Wiring in Concealed Conduits, MCB & Modular Switches.
SECURITY							
FACILITIES							
AIR CONDITIONING							
PLUMBING							
SALIENT FEATURES							

Fire Suppression System as per Building Bye Laws.

Club House with Roof Top Swimming Pool, Unisex Gym, Multi-Purpose Hall, Restaurant, 24 Seater AV Room, Karaoke Room, Cards Room, Billiards Room, Party Terrace, Swimming Pool, Musical Fountain, Extensive Landscapes and Water Bodies.

Air Conditioned apartments with energy efficient Split ACs.

CPVC, UPVC PIPES

*Musical Fountain. *Large/Extensive Landscape/Water Bodies. *Solid Waste Management System. *Floor to Floor Height: 3.2M. *Double Height Main Entrance Lobby. *Electric Car Charging. *4 Nos High Speed Lifts in each Tower. *3 Nos. High Speed Lift in Tower C. *Eco friendly environment with rain water harvesting system and proposed use of treated water from STP for horticulture & flushing. *Structure designed for seismic considerations of Zone-IV as stipulated by BIS codes, for better safety. *Structure design certified by IIT Roorkee.



SECTOR 111, DWARKA EXPRESSWAY, GURUGRAM

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