



THE PRIMUS

D L F G A R D E N C I T Y

LUXURY HOMES FROM DLF
SECTOR 82A, GURGAON

APPLICATION FOR ALLOTMENT BY SALE

Application for Allotment of an Apartment
in
'The Primus DLF Garden City'
in
Sector 82-A Gurgaon (Haryana)

DLF NEW GURGAON HOMES DEVELOPERS (PVT.) LTD .
Registered Office: 1- E, Jhandewalan Extension,
Naaz Cinema Complex, New Delhi – 110055.
Head Office : DLF Centre, Sansad Marg,
New Delhi – 110001

Dear Sirs,

1. The Applicant(s) understands that the Company (hereinafter defined), is promoting the Said Complex (hereinafter defined).
2. The Applicant(s) states and confirms that the Company has made the Applicant(s) aware of the availability of the Apartment Buyers' Agreement (hereinafter defined) on the Website and at the head office of the Company. The Applicant(s) confirms that he/she has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Applicant(s) further confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Applicant(s) is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement. Thereafter the Applicant(s) has applied for allotment of an apartment in the Said Complex and has requested the Company to allot an apartment. The Applicant(s) agrees and confirms to sign the Agreement in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned herein below.
3. The Applicant(s) requests that the Applicant(s) may be allotted an Apartment and an exclusive right to use Parking Space(s) (hereinafter defined) in the Said Complex as per the Company's:
Down Payment Plan Installment Payment Plan
4. The Applicant(s) has read and understood the terms and conditions appended to this Application and is agreeable to the same.
5. The Applicant(s) encloses herewith a sum of Rs. _____/- (Rupees _____ only) by Bank Draft/ Cheque No. _____ dated _____ drawn in favour of the Company payable at _____ towards the booking amount, being part Earnest money of the Apartment.
6. The Applicant(s) agrees that if the Company allots the Said Apartment (hereinafter defined) then the Applicant(s) agrees to pay the Total Price (hereinafter defined) and all other amounts, Taxes and Cesses, charges and dues as per the payment plan opted by the Applicant(s) and/ or as and when demanded by the Company or in accordance with the terms of this Application/ Agreement.
7. The Applicant(s) has clearly understood that by submitting this Application the Applicant(s) does not become entitled to the final allotment of the Said Apartment in the Said Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant(s). The Applicant(s) further understands that it is only after issuance of the allotment letter, the allotment will get confirmed and after the Applicant(s) signing and executing the Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment of the Said Apartment shall become final. The Applicant(s) agrees, consents and authorizes the Company to cancel the allotment if the Applicant(s) fails to execute and return the Agreement within thirty (30) days from the date of its dispatch by the Company and on such cancellation, the Applicant(s) consents and authorizes the Company to forfeit the Earnest Money (hereinafter defined) alongwith Non Refundable Amounts (hereinafter defined).
8. The Applicant(s) agrees and confirms that if for any reasons the Company is not able to start excavation on the Said Land within a period of six (6) months from the date of launch i.e 21st February, 2012, then the project shall be deemed to be abandoned and the Applicant(s) agrees and authorises the Company to refund the entire amount paid by the Applicant(s) alongwith simple interest @ 9% (nine percent) per annum, calculated from the date of realization of such amounts by the Company. The Company shall refund the entire amount received and interest as stated above with the specific understanding and condition that after such cancellation and dispatch by the Company of such amounts, thereafter the Applicant(s) shall have no right, interest, claim and

lien of any nature whatsoever on the Said Apartment and in the Said Complex. The Application/Agreement shall be treated as null and void and the Applicant(s) has fully understood the same and thereafter agreed and authorizes the Company to refund the amount.

9. The Applicant(s) acknowledges that the Company has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is fully satisfied with the same and the Applicant(s) has relied on his/her own judgment and investigation in deciding to apply for allotment of the Said Apartment and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/ Said Apartment/Said Building. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.
10. Notwithstanding anything contained in this Application, the Applicant(s) understands that the Application will be considered as valid, enforceable and proper only on realization of the amount tendered with this Application.
11. The Applicant(s) agrees to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, Government charges, rates, Taxes and Cesses (hereinafter defined), levies, etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement.
12. The Applicant(s) have read and understood all the terms and conditions set out in this Application, understood the mutual rights and obligations and agree that some of the conditions set out in this Application, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Complex and it is because of this reason that the Applicant(s) have approached the Company for investing in the Said Apartment/Said Complex. The Applicant(s) also confirm that the Applicant(s) have chosen to invest in the Said Apartment/Said Complex after exploring all other options of similar properties available with other builders, developers and available in re-sale in the vast and competitive market of National Capital Region and the Applicant(s) find that the Said Apartment/Said Complex to be suitable for the Applicant(s) residence and therefore have voluntarily approached the Company for allotment of the Said Apartment in the Said Complex.

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

1 SOLE OR FIRST APPLICANT(S)

Title Mr. Ms. M/s.

Name

S/W/D of

NationalityAge.....years.....

Profession.....

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

.....

Income Tax Permanent Account No.....

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

Mailing Address.....

.....

Tel No.....Fax No.....

Office Name

Address

Tel No.Mobile No.....

E-mail ID



2. SECOND APPLICANT (S)

Title Mr. Ms. M/s.

Name

S/W/D of

NationalityAge.....years.....

Profession.....



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

 Income Tax Permanent Account No.....
 Ward / Circle / Special Range and place where assessed to income tax.....
 Mailing Address.....

 Tel No..... Fax No.....
 Office Name
 Address
 Tel No. Mobile No.....
 E-mail ID

3. THIRD APPLICANT(S)

Title Mr. Ms. M/s.
 Name
 S/W/D of
 Nationality Age..... years.....
 Profession.....
 Residential Status: Resident/Non-Resident/Foreign National of Indian Origin.....

 Income Tax Permanent Account No.....
 Ward / Circle / Special Range and place where assessed to income tax.....
 Mailing Address.....

 Tel No..... Fax No.....
 Office Name
 Address
 Tel No. Mobile No.....
 E-mail ID



OR

M/S
 Regd Office/ Corporate Office.....

 Authorised Signatory
 Board Resolution dated /Power of Attorney dated
 Income Tax Permanent Account No./TIN No.
 Tel No..... Fax No.....
 (attach a certified true copy of the Board Resolution/Power of Attorney)

4. DETAILS OF SAID APARTMENT

Type Super area Sq Mtr. (Approx)
 Building Block Floor Number
 Parking Space(s) No:
 Type: Lower Basement / Upper Basement / Stilt

5. DETAILS OF PRICING

Basic sale price (super area): @ Rs. _____/- per sq. mtr. (Rs _____/-per sq. ft.) aggregating to Rs. _____/- (Rupees _____ only).

Price of exclusive use of Parking Space(s): Rs. _____/- (Rupees _____ only)

PLC, as applicable and more clearly set out in the Schedule of Payments

Total Price payable for the Said Apartment: Rs. _____/-
Rupees _____ only)

6. DECLARATION

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

Date .

Yours faithfully

Place

Signature of Applicant(s)

RECEIVING OFFICER

Name

Signature

Date:

1. ACCEPTED / REJECTED

2. Apartment No. Building Block No. Floor.....

Super area.....sq. mtrsq. ft (approx)

Parking Space(s) No.....

Type Covered (Basement / Stilts) / Open

3. **Basic sale price** (super area): @ Rs. _____/- per sq. mtr. (Rs _____/-per sq. ft.) aggregating to Rs. _____/- (Rupees _____ only).

Price of exclusive use of Parking Space(s): Rs. _____/-

(Rupees _____ only)

PLC, as applicable and more clearly set out in the Schedule of Payments

Total Price payable for the Said Apartment: Rs. _____/-

Rupees _____ only)

4. PAYMENT PLAN : Down Payment Installment

5. Payment received vide Cheque/DD/Pay Order No. dtd for Rs.....
out of NRE/NRO/FC/SB/CUR/CAAacct.....

6. Booking Receipt No. Dated

7. BOOKING DIRECT/BROKER

8. Broker's Name and address, Stamp with Signature

9. Check-list for Receiving Officer:

(a) Booking amount.

(b) Customer's signature on all pages of the Application form at places marked as "X".

(c) PAN No. & Copy of PAN Card / form 60 / form 49 A.

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

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

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

(g) For Partnership Firm, Partnership deed and authorization to purchase.

Place

Date

Cleared by stock on

GM (MKTG)

Sr. ED (MKTG)

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN THE PRIMUS, DLF GARDEN CITY, SECTOR 82-A, GURGAON, HARYANA.

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

Definitions and Interpretations

In this Application the following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expression shall be attributed their ordinary meaning. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular means plural and masculine include feminine gender.

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

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

"Amenities and Facilities" shall mean and include but not limited to the shops, club house, swimming pool, tennis court, community shopping, school, etc in the Said Complex the ownership of which shall always vest with the Company and the Applicant(s) herein shall not have any claim or right of any nature whatsoever in shops, club house, swimming pool, tennis court, community shopping, school etc in the Said Complex.

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

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

"Additional PLC" means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located, which shall be calculated on per sq. mtr. (per sq. ft.), based on the super area of the Said Apartment.

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

"Earnest Money" shall mean 10% of the Total Price, including the booking amount paid by the Applicant(s).

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

"Foot Print" shall mean the precise land underneath the Said Building.

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

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

"Governmental Authority" or "Governmental Authorities" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Complex/ Said Building is situated;

“**IBMS**” means the interest bearing maintenance security to be paid by the Applicant(s) for the maintenance and upkeep of the Said Complex/ Said Building to be paid as per the Schedule of payments (attached as Annexure-III A & B to this Application) to the Company or to the Maintenance Agency @ Rs.1614.60 per sq. mtr (Rs. 150/- per sq. ft.) of the super area of the Said Apartment. IBMS shall carry a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March to be adjusted in the manner to be stated in the Agreement.

“**Infrastructure Development Charges (IDC)**” shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;

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

“**Maintenance Agency**” means the Company, its nominee(s) or association of apartment allottees or such other agency/ body/ Company/ association of condominium to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/ Said Building.

“**Maintenance Charges**” shall have the meaning ascribed to it in the draft tripartite maintenance agreement for maintaining the Common Areas and facilities in the Said Building / Said Complex which shall be more elaborately described in the draft maintenance agreement attached to the Agreement.

“**Non Refundable Amounts**” means interest paid or payable on delayed payments, brokerage paid/payable by the Company, if any, etc.

“**Parking Space(s)**” means parking space(s) allotted to the Applicant(s) for its exclusive use, details of which are mentioned in this Application.

“**Preferential Location Charges (PLC)**” means charges for each of the preferential location attribute(s) of the Said Apartment payable/ as applicable to be calculated on the per sq. ft./per sq. mtr., based on super area of the Said Apartment, as mentioned in this Application .

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

“**Said Building**” means the tower/building in the Said Complex in which the Said Apartment will be located.

“**Said Complex**” means the 'The Primus DLF Garden City' Sector 82-A, Gurgaon, Haryana, comprising of residential apartment buildings, shops, club house, swimming pool, tennis court, community shopping, school and EWS apartment etc. and any other building, Amenities and Facilities, as may be approved by the Competent Authority. The tentative site plan of the Said Complex is **Annexure-V**.

“**Said Land**” means the land admeasuring about 12.53 acres or thereabouts situated in sector 82-A at revenue estate of village Shikohpur, District Gurgaon, Haryana, on which the Said Complex is being developed. The location plan is **Annexure-IV**.

“**Taxes and Cesses**” shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Complex, now or in future.

“**Total Price**” means the amount amongst others, payable for the Said Apartment which includes basic sale price, PLC (if the Said Apartment is preferentially located), Additional PLC (if the Said Apartment is additionally preferential located) calculated on per sq.ft./per sq.mtr. based on the super area of the Said Apartment and price for exclusive right to use of Parking Space(s) but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of this Application / Agreement, including but not limited to -

- i) EDC, IDC, IAC, increase in EDC, IDC, IAC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called.
- ii) IBMS.
- iii) Maintenance charges, property tax, municipal tax on the Said Apartment.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- v) Taxes and Cesses.
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.

- vii) Club membership fees and club charges, as applicable.
- viii) Cost of additional parking space(s), if any, allotted to the Applicant(s).
- ix) Escalation charges.
- ix) Any other charges that may be payable by the Applicant(s) as per the other terms of the Application and such other charges as may be demanded by the Company.

which amounts shall be payable by the Applicant(s) in addition to the Total Price in accordance with the terms and conditions of the Application/Agreement and as per the demand raised by the Company from time to time.

1. The Applicant(s) has applied for allotment of the Said Apartment and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Apartment / Said Complex and has also satisfied himself about the arrangements/ title/interest/rights of the Company in the Said Land on which the Said Apartment / Said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant(s) confirms that the Company has provided an opportunity for investigation of all the documents relating to the development and construction of the Said Apartment and has answered all his queries and on being satisfied, the Applicant(s) confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and cannot be withdrawn.
2. The Applicant(s) shall pay the Total Price of the Said Apartment in accordance with the payment plan attached herewith and marked as **Annexure-III A & B** opted by the Applicant(s) and in addition, the Applicant(s) shall also be liable to pay all other amounts, charges, Taxes and Cesses and any other dues mentioned in this Application/Agreement. The Applicant(s) agrees and understands that the Total Price of the Said Apartment and other charges and taxes are calculated on the basis of the super area of the Said Apartment which is tentative and any increase or decrease in super area shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant(s) that the definition of super area and apartment area is more clearly setout in **Annexure-I**.
3. Subject to other terms and conditions of this Application/Agreement on and after the payment of the Total Price, Taxes and Cesses, other charges and dues as per the Application/ Agreement, the Applicant(s) shall have the: i) ownership of the apartment area of the Said Apartment; ii) undivided interest and the right to use common areas and facilities along with the other apartment owners as mentioned in the declaration to be filed by the Company under the Apartment Act; iii) right to exclusive use of the Parking Space(s); iv) undivided proportionate interest in the Foot Print of the Said Building for which the basis of calculation shall be the ratio of super area of the Said Apartment to the total super area of all apartments in the Said Building/Said Complex, as the Company may decide.
4. The Applicant(s) agrees that the Applicant(s) shall not have any right, title and interest in any commercial premises, building, shops, community center, club and school, if any, constructed/situated in/outside the Said Complex as the Company shall be the sole owner of the same and the same always vest with the Company. The Company, as the owner, shall be free to dispose of the same on such terms and conditions, as it may deem fit. Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club, school etc., or in the operation and management, including but not limited to creation of further rights in favour of any other party/Company by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit.
5. The Applicant(s) understands that the super area of the Said Apartment does not include any recovery/loading towards the cost of construction or land area of club /community center within the Said Complex. The Applicant(s) agree and understand that the Applicant(s) shall only have conditional right of usage of facilities which may be provided in the club/community center within the Said Complex. However, the Company reserves the right to include such area in the computation of the final super area of the Said Apartment at any stage with the proviso that the price shall not be charged for such additional area of the club/community center from the Applicant(s) and the Applicant(s) shall not raise any objection thereto. This right of usage is limited to the club/community center within the Said Complex only and is subject to the fulfillment of the terms and conditions as stipulated in this Application and schedule of payments. The Company shall have the right to formulate the management, structure and policy, rules and regulations for the said club/community center and upon intimation of the formalities to be complied with by the Company the Applicant(s) undertakes to fulfill the same. It is understood that the club/community center usage is limited only to the occupants of the Said Complex and the Company may make suitable provisions and covenants to this effects and in the necessary documents which the Applicant(s) agrees and undertakes to comply with without raising any objections. It is understood that the entire operating cost of the said club/community center, facilities, improvements/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Applicant(s) from time to time, shall in no way constitute any portion of the Total Price of the Said Apartment and shall be paid extra by the

Applicant(s).

- 6.(a) The Applicant(s) agrees and understands that the Said Apartment / Said Building/ Said Complex may be subject to the Apartment Act. The common areas and facilities and the undivided interest of each apartment owner in the Foot Print of the Said Building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Apartment Act) shall be conclusive and binding on the Applicant(s). The Applicant(s) agrees and confirms that the Applicant(s)' right, title and interest in the Said Apartment, common areas and facilities and the undivided interest in the Foot Print of the Said Building shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Applicant(s) shall be required to join the society/association of the owners of the apartments and the Applicant(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/Maintenance Agency for this purpose.
- (b) The Applicant(s) agrees that the Company may for the purpose of complying with the provisions of the Apartment Act or any other applicable laws, substitute the method of calculating the undivided proportionate share/interest in the Foot Print of the Said Building and in common areas and facilities in any declaration with respect to the Said Apartment in any manner as may be necessary for such compliance.
7. The Applicant(s) agrees and understands that in addition to Total Price, the Applicant(s) shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:
- a) A sum equivalent to the proportionate share of all applicable Taxes and Cesses shall be paid by the Applicant(s) to the Company. The proportionate share shall be the ratio of the super area of the Said Apartment to the total super area of all the apartments, other buildings, shops, club, community centre, school etc. in the Said Complex.
- b) The Company shall periodically intimate the Applicant(s), on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above, which shall be final and binding on the Applicant(s) and the Applicant(s) shall make payment of such amount within thirty (30) days of such intimation.
8. The Applicant(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant(s) till the Said Apartment is assessed separately.
9. The Applicant(s) agrees to pay applicable club charges/club membership for the club facilities (if provided). The amount shall be paid as when demanded by the Company. The actual usage will be payable as per the usages and services availed by the Applicant(s). The Applicant(s) agrees and undertakes to sign and execute necessary documents for the membership of the club, which shall contain the detailed terms and conditions of membership of the club and Applicant(s) shall be bound by the same.
10. The Applicant(s) agrees that if due to any change in the lay-out plan/building plan of the Said Complex/ Said Building :-
- a) The Said Apartment ceases to be preferentially located, then only the amount of PLC, paid by the Applicant(s) shall be refunded with simple interest @ 9% (nine percent) per annum from the date of realization of the amounts of PLC and such refund shall be through adjustment in the next installment, as stated in the schedule of payment opted by the Applicant(s).
- b) The Said Apartment becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant(s) shall pay PLC of the Said Apartment to the Company, as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Applicant(s).
- c) The Said Apartment becomes additionally preferentially located, the Applicant(s) shall pay Additional PLC to the Company as applicable and in the manner as specified in clause 11(a).
- The Applicant(s) understands that in case of change in the location of the Said Apartment due to change in the layout plan/building plan of the Said Complex / Said Building or otherwise, the Applicant(s) shall have no other right or claim except as mentioned hereinabove.
11. The Applicant(s) agrees that any payment towards EDC/IDC/IAC levied/leviable or any increase thereof by the Government or any other competent authority(ies) shall be paid by the Applicant(s) and any further increase in EDC/IDC/IAC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) shall be paid by the Applicant(s). It is also agreed by the Applicant(s) that all such levies/ increases may be levied by the Government of Haryana or any other competent authority(ies) on prospective or retrospective basis effective from the date of licence(s) of the Said Building/Said Apartment/ Said Land. The Company makes it clear that if it is required to pay such levies, EDC/IDC/IAC, interest and other charge etc. in such prospective /retrospective manner from the date of licence(s), then the

Company shall demand, and the Applicant(s) undertake(s) to pay the same. The pro-rata demand made by the Company to the Applicant(s) with regard to EDC/IDC/IAC increase in EDC/IDC/IAC shall be final and binding on the Applicant(s). If the EDC/IDC/IAC increased EDC/IDC/IAC is not paid, then the non-payment of such charges shall be treated as unpaid sale price as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts and the balance amount, if any, shall be refunded to the Applicant(s). If the EDC/IDC/IAC increased EDC/IDC/IAC is levied (including with retrospective effect) after the conveyance deed has been executed, the Applicant(s) agrees and undertakes to pay the same on demand by the Company and if the demanded charges are not paid, then the same shall also be treated as unpaid sale price of the Said Apartment/ Parking Space(s) and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Apartment/ Parking Space(s) till such unpaid charges are paid by the Applicant(s).

12. The Applicant(s) agrees and understands that the price of the Said Apartment is based on the price of materials and labour charges pertaining thereto on and around the 21st day of Feb 2012. If, however, during the progress of construction upto the expiry of 42 months from the abovementioned date, there is an increase/decrease in the price of the materials used in the construction work and/or labour charges, the same shall be recoverable/payable respectively by the Applicant(s). The Reserve Bank of India's published indexes shall form the basis of the computation of the escalation charges. The details and the methodology for calculating the escalation charges shall be more elaborately described in the Agreement. The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of escalation charges done by the Company from time to time as per the methodology more elaborately described in the Agreement. Such escalation charges, as intimated to the Applicant(s), shall be final and binding on the Applicant(s) and shall be collected/ reimbursed along with the next installment or in lumpsum before or at the time of offer of possession of the Said Apartment. The Applicant(s) agrees and understands that any default in payment of the escalation charges shall be deemed to be a breach under the terms and conditions of the Application/Agreement.
13. The Total Price mentioned in this Application is inclusive of cost of providing electric wiring and switches in each apartment and the fire fighting equipment in the common areas as provided in the existing fire fighting code/regulations and power back up not exceeding 8 KVA for 2 BHK, 9 KVA for 3 BHK and 12 KVA for 4 BHK after accounting for an overall suitable diversity 70 % per apartment in addition to that for the common areas and services but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Applicant(s) at his/ her own cost as well as the charges for water and electricity connection. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other applicants as determined by the Company in its absolute discretion.
14. The Applicant(s) understand that the Parking Space(s) allotted to him shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. The Applicant(s) may apply for additional parking space which maybe allotted subject to availability and at the prevailing price. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Applicant(s) agrees that Parking Space(s) allotted to the Applicant(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration which may be filed by the Company under the Apartment Act.
- 15(a). The Applicant(s) agrees that the Company shall be entitled to cancel the allotment and forfeit the Earnest Money paid by the Applicant(s), along with the Non Refundable Amounts in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant(s) to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment/Parking Spaces. It is understood by the Applicant(s) that the Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or Agreement and the Applicant(s) is required to comply with all its obligations on its own. The Company shall thereafter be free to resell and or deal with the Said Apartment/Parking Spaces in any manner whatsoever.
- (b). Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15 % (fifteen) per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18 % per annum
16. The Applicant(s) agrees that time shall be the essence with respect to the payments to be made by the Applicant(s) including the Total Price and other amounts payable by the Applicant(s) as per the payment plan opted by the Applicant(s) and/or as demanded by the Company from time to time and as mentioned in this Application/Agreement.
17. The Applicant(s) has seen and accepted the building plans, floor plans (**Annexure-VI**), specifications

(Annexure-II) and has applied for the allotment of the Said Apartment with the specific knowledge that the building plans, floor plans, designs, specifications, measurements, dimensions, location of the Said Apartment and/or Said Building, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast by the Company as it may deem fit and also subject to changes/modification by the competent authority. However, in case of any major alteration / modification resulting in +10% change in the super area of the Said Apartment or material and significant changes in the specifications of the Said Apartment any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or to be refunded to him by the Company, as the case may be. The Applicant(s) agrees to inform the Company in writing his objections to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his consent to all the alterations/modifications. If the Applicant(s) objects to such change in writing, within the permitted time and the Company decides to go ahead with changes, then the allotment of the Said Apartment shall be deemed to be cancelled and the Company shall be liable only to refund the entire money received from the Applicant(s) with interest @ 9% per annum calculated from the date of realization of respective amount(s) paid by the Applicant(s). The Applicant(s) agrees that any increase or reduction in the super area of the Said Apartment shall be payable or refundable (without any interest) at the rate per sq. mtr. /sq. ft., as mentioned in this Application.

18. The Applicant(s) agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company, Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/Agreement.
- 19(a). Subject to other terms of this Application/Agreement, including but not limited to timely payment of the Total Price, stamp duty and other charges by the Applicant(s), the Company shall endeavour to complete the construction of the Said Apartment within 42 (forty two) months from the date of Application. The Company will offer possession of the Said Apartment to the Applicant(s) as and when the Company receives the occupation certificate from the competent authority(ies). Any delay by the Applicant(s) in taking possession of the Said Apartment from the date of offer of possession, would attract holding charges @ Rs.20/ per sq. ft. per month for any delay of full one month or any part thereof.
- (b) Subject to the terms and conditions of the Agreement, in case of any delay (except for Force Majeure) by the Company in completion of construction of Said Apartment and receiving occupation certificate of the Said Complex and the Applicant(s) not being in default/breach of the terms and conditions set out in this Application/Agreement, the Company shall pay compensation @ Rs.20/- per sq. ft. of the super area of the Said Apartment per month or part thereof only to the first named Applicant(s) and not to anyone else. The Applicant(s) agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other right claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Said Apartment to the Applicant first named.
20. The Applicant(s) agrees and understands that if the FAR is increased beyond the current applicable FAR of 1.75 by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Applicant(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Applicant(s) acknowledges that the Applicant(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex.
21. The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor, unless otherwise reserved specifically, of any of the building in the Said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use/hire/lease the same for advertisement purpose and the Applicant(s) agrees that the Applicant(s) shall not object to the same and make any claim on this account. The roof top/terrace shall always vest with the Company and the Company shall be the sole owner thereof.
22. The Applicant(s) agree to enter into a maintenance agreement with the Maintenance Agency for the maintenance

and upkeep of the Said Building/Said Complex and undertakes to pay the maintenance bills therefor. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, as IBMS.

23. The Applicant(s) agree to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Agreement and conveyance deed of the Said Apartment within the stipulated period and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Said Apartment and Parking Space(s). In case the Applicant(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, and Non Refundable Amounts, etc. and refund the balance amount to the Applicant(s) without any interest upon realization of money from resale / re-allotment to any other party.
24. The Applicant(s) agrees and confirms that any rights on the Said Apartment are not assignable to any third party till expiry of six (6) months from the date of booking and payment of 30% of the Total Price. However, after the expiry of six (6) months and payment of 30% of the Total Price, the Company may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its agency/ body directions as may be in force, upon receiving a written request from the Applicant(s), permit the Applicant(s) to get the name of his/her nominee substituted, added, deleted in his/her 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)/transfer/assignment
25. The Applicant(s) agree that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted.
26. The Applicant(s) shall indemnify and keep the Company, directors, its agent, representatives, employees, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Agreement.
27. The Applicant(s) agrees that in case the Applicant(s) is an NRI or non resident / foreign national of Indian origin / foreign national / foreign company, then all remittances, acquisition / transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 (FEMA), or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin /foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
28. The Applicant(s) agree to inform the Company in writing any change in the mailing address mentioned in this Application, failing which, all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint Applicant(s), communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all the Applicant(s).
29. The Applicant(s) understand that the final allotment of the Said Apartment is entirely at the discretion of the Company.
30. That it is specifically understood by the applicant(s) that upon execution, the terms and conditions as set out in the Agreement shall supersede the terms and conditions as set out in this Application.
31. The Applicant(s) understand that this Application is purely on tentative basis and the Company may decide not to allot any or all the apartments in the Said Building/Said Complex to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s).
32. The Applicant(s) agree that the Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership Company, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
33. The Applicant(s) agrees and understand that terms and conditions of the Application and those of the Agreement

may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Applicant(s).

34. All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in DLF City, Gurgaon, Haryana by a sole arbitrator, who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that the Applicant(s) shall have no objection to this appointment by the Company even if the person so appointed as the arbitrator is an employee or advocate of the Company or otherwise is connected to the Company and the Applicant(s) confirms that notwithstanding such relationship/connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Company. It is understood that no other person or authority shall have the power to appoint the arbitrator. The Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

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

Date:

Place:

(SIGNATURE OF THE APPLICANT(S))

ANNEXURE - I

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the Sale Price in respect of the Said Apartment shall be the sum of Apartment Area of the Said Apartment, its pro-rata share of Common Areas in the entire said building and pro-rata share of other Common Areas outside apartment buildings earmarked for use of all apartment allottees in "THE PRIMUS", Sector-82A, Gurgaon.

Whereas the Apartment Area of the Said Apartment shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards and lofts etc. and half the area of common walls with other premises/ apartment, which form integral part of Said Apartment and Common Areas shall mean all such parts/ areas in the "The Primus" which the allottee shall use by sharing with other occupants of The Primus including entrance lobby, driver's/common toilet at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, mummies, services areas including but not limited to lift machine room, overhead water tanks, helipad, underground water tanks & pump room, electric sub-station, DG set room, fan rooms, Laundromat, maintenance offices/ stores, security/ fire control rooms and architectural features, if provided.

Super Area of the Said Apartment if provided with exclusive open terrace(s) shall also include area of such terrace(s), Apartment allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that the computation of Super Area of the Said Apartment does not include the following :

- a) Sites for shops and shop(s).
- b) Sites / Buildings/ Area of Community facilities/ Amenities like Nursery/ Primary/ Higher Secondary School, Club for "The Primus"/ Community Centres, Dispensary, Creche, Religious Buildings, Health Centres, Police Posts. Electric Sub-Station, Dwelling Units for Economically Weak Sections/ Services Personnel.
- c) Roof / top terrace above apartments excluding exclusive terraces allotted to apartments/ Penthouses.
- d) Covered / Open Car Parking Area within / around Buildings for allottees / visitors of The Primus.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Sale Price in respect of Said Apartment only and that the inclusion of Common Areas within Said Building, for the purpose of calculating Super Area does not give any right, title or interest in Common Areas to Apartment Allottee except the right to use common Areas by sharing with other occupants / allottees in the said building subject to timely payment of maintenance charges.

Presently, tentative percentage of Apartment Area to Super Area of Apartment varies 77% to 81% approximately depending upon the size and type of the apartments. Super Area and the percentage of Apartment Area to Super Area may undergo changes during construction of Said Building / Said Complex and final Super Area shall be confirmed upon completion of construction of Said Building(s).

ANNEXURE - II

SPECIFICATIONS

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

Living / Dining / Lobby / Passage

Floor	Imported Marble
Walls	Acrylic Emulsion paint on POP punning
Ceiling	Acrylic Emulsion paint

Bedrooms

Floor	Laminated Wooden Flooring
Walls	Acrylic Emulsion paint on POP punning
Ceiling	Acrylic Emulsion paint
Wardrobes	Modular wardrobes of standard make in bedrooms (except in S. Room)

Kitchen

Walls	Tiles up-to 2' above counter & Acrylic Emulsion paint in balance area
Floor	Anti-skid Tiles
Ceiling	Acrylic Emulsion paint
Counter	Made in Marble / Granite / Synthetic stone
Fittings / Fixtures	CP fittings, Double bowl single drain board SS Sink, Exhaust fan
Kitchen Appliances	Modular Kitchen with Hob, Chimney, Oven, Microwave, Dishwasher, Refrigerator, Washing Machine of reputed manufacturer & make

Balcony

Floor	Terrazzo tiles / Terrazzo cast-in-situ/ Ceramic tiles
Ceiling	Exterior paint

Toilets

Walls	Combination of Tiles, Acrylic Emulsion Paint & Mirror
Floors	Anti-skid Tiles
Ceiling	Acrylic Emulsion Paint
Counter	Made in Marble / Granite / Synthetic stone
Fixtures/Accessories	Glass Shower-partition in toilets (7'Ht), Under Counter Cabinet, Exhaust fan, Towel rail / ring, Toilet paper holder, Soap dish. All of standard make.
Sanitary ware/ CP fittings	Bathtub in Master bed. Single Lever CP fittings, Wash Basin, Floor mounted / Wall-hung WC of Kohler / Roca / Duravit / Parryware or Equivalent make.

Plumbing

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

Fire Fighting System

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

S. Room

Floor	Grey Mosaic cast-in-situ flooring / Tiles / Terrazzo
Walls / Ceiling	Oil bound Distemper
Toilets	Ceramic Tile flooring & cladding, Conventional CP Fittings, White Chinaware

Doors

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

External Glazings

Windows/ External Glazing Double glass unit with tinted / reflective and/or clear glass with powder coated Aluminum / UPVC Frames in habitable rooms and Aluminum / UPVC Glazing with clear / Frosted Glass in all toilets.

Electrical Fixtures/Fittings

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

Power Back-up

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

- a) 2 BHK & 2 BHK + Store – Not exceeding 8 KVA per apartment
 - b) 3 BHK & 3 BHK + S. Room – Not exceeding 9 KVA per apartment
 - c) 4 BHK & 4 BHK + S. Room – Not exceeding 12 KVA per apartment
- DG Capacity shall be at 70% of load factor & 70% over-all diversity for apartments as well as for common areas

Security System

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

One intercom point in each apartment.

Lift Lobby

Lifts	Passenger and Service Elevators
Lift Lobby Floors	Combination of Granite / Marble/ Tiles
Lift Lobby Walls	Combination of Granite/ Acrylic Emulsion Paint on POP Punning/ Textured Paint

Staircases

Floor	Terrazzo/ Mosaic Tiles/ Marble/ Kota Stone
Walls	Flat oil Paint

Club Facility

Multi Purpose Hall with Banqueting Facility
 Card Room,
 Snooker Room
 Aerobics / Yoga Centre, Gymnasium with Modern Equipments
 Steam & Sauna.
 Squash Court
 Tennis Courts.
 Mini Home Theatre / A. V Room
 Shops
 Swimming Pool with Change Rooms
 Separate Kids' Pool.

Conversion Scale

1 ft = 304.8 mm

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

ANNEXURE - III A

PAYMENT PLAN For Tower A, B, C & D

PRICE		
Basic Sale Price		As applicable
Cost of Parking	Lower basement	3.5 lacs
	Upper basement	4 lacs
	Stilt	5 lacs
Preferential Location Charges		As applicable
EDC & IDC		Rs 250 p.sft
Interest Bearing Maintenance Security (IBMS)		Rs 150 p.sft
Down payment rebate		11.50%
Club Charges		3.0 lacs

DOWN PAYMENT PLAN	
On Application for Booking	Rs 7,70,000/- (Rs. 7.5 Lacs Plus Service Tax)
Within 45 days of Booking	95% of Sale price (Less : Booking Amount & Down payment Rebate)
On offer of possession	5% of Sale Price + IBMS + Stamp Duty & Registration Charges

CONSTRUCTION LINKED INSTALLMENT PAYMENT PLAN	
On Booking	Rs 7,70,000/- (Rs. 7.5 Lacs Plus Service Tax)
Within 45 days of Booking	15% of Sale Value less Booking Amount
Within 3 months of Booking	10% Of Sale Value
Within 6 months of Booking	10% Of Sale Value
Within 9 months of Booking / casting of Ground Floor*	7.5% Of Sale Value
Within 12 months of Booking/ casting of 3rd floor*	7.5% Of Sale Value
Within 15 months of Booking/ casting of 7th floor*	7.5% Of Sale Value
Within 18 months of Booking/ casting of 11th floor*	7.5% Of Sale Value
Within 21 months of Booking/ casting of 17th floor*	5% Of Sale Value
Within 24 months of Booking/ casting of 22th floor*	5% Of Sale Value
Within 27 months of Booking/ casting of 27th floor*	5% Of Sale Value
Within 30 months of Booking/ casting of TERRACE*	5% Of Sale Value
Within 33 months of Booking/ commencement of finishing works*	5% of Sale Value
On application of Occupation Certificate	5% of Sale Value
On offer of Possession	5% of Sale Value

*Whichever is Later

SALE PRICE OF UNIT

**UNIT PRICE x SUPER AREA OF APARTMENT + PLC + IDC + EDC +
COST OF PARKING SLOTS**

Notes :

1. Down Payment Rebate is payable on Total Price
2. The basic sale price is subject to escalation
3. The rebate for early payment shall be subject to change from time to time and is presently 14% per annum.
4. One car park slot is mandatory.
5. The yearly simple interest payable on IBMS shall be determined by the Company as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st of March.
6. Stamp duty & Registration charges shall be payable along with the last installment as applicable.
7. The Company would pay penalty to its customers @ Rs.20/- per sq ft per month for any delay in handing over the apartment beyond 42 months from the date of booking. Similarly, the customer would be liable to pay holding charge @ Rs.20/- per sq ft per month, if he fails to take possession within 30 days from the date of offer of possession.
8. Prices with effect from 21st of Feb, 2012
9. Prices indicated above are subject to revision from time to time at the sole discretion of the company.
10. Prices, terms and conditions stated herein are merely indicative with a view to acquaint applicant and are not exhaustive.
11. As per Govt Rules, Service Tax is payable on each installment.

ANNEXURE - III B
PAYMENT PLAN
For Tower E, F ,G,H & J

PRICE

Basic Sale Price		As applicable
Cost of Parking	Lower basement	3.5 lacs
	Upper basement	4 lacs
	Stilt	5 lacs
Preferential Location Charges		As applicable
EDC & IDC		Rs 250 p.sft
Interest Bearing Maintenance Security (IBMS)		Rs 150 p.sft
Down payment rebate		11.50%
Club Charges		3.0 lacs

DOWN PAYMENT PLAN

On Application for Booking	Rs 10,26,000/- (Rs. 10Lacs Plus Service Tax)
Within 45 days of Booking	95% of Sale price (Less : Booking Amount & Down payment Rebate)
On offer of possession	5% of Sale Price + IBMS + Stamp Duty & Registration Charges

CONSTRUCTION LINKED INSTALLMENT PAYMENT PLAN

On Booking	Rs 10,26,000/- (Rs. 10Lacs Plus Service Tax)
Within 45 days of Booking	15% of Sale Value less Booking Amount
Within 3 months of Booking	10% Of Sale Value
Within 6 months of Booking	10% Of Sale Value
Within 9 months of Booking / casting of Ground Floor*	7.5% Of Sale Value
Within 12 months of Booking/ casting of 1st floor*	7.5% Of Sale Value
Within 15 months of Booking/ casting of 2nd floor*	7.5% Of Sale Value
Within 18 months of Booking/ casting of 4th floor*	7.5% Of Sale Value
Within 21 months of Booking/ casting of 6th floor*	5% Of Sale Value
Within 24 months of Booking/ casting of 9th floor*	5% Of Sale Value
Within 27 months of Booking/ casting of 12th floor*	5% Of Sale Value
Within 30 months of Booking/ casting of TERRACE*	5% Of Sale Value
Within 33 months of Booking/ commencement of finishing works*	5% of Sale Value
On application of Occupation Certificate	5% of Sale Value
On offer of Possesion	5% of Sale Value

*Whichever is Later

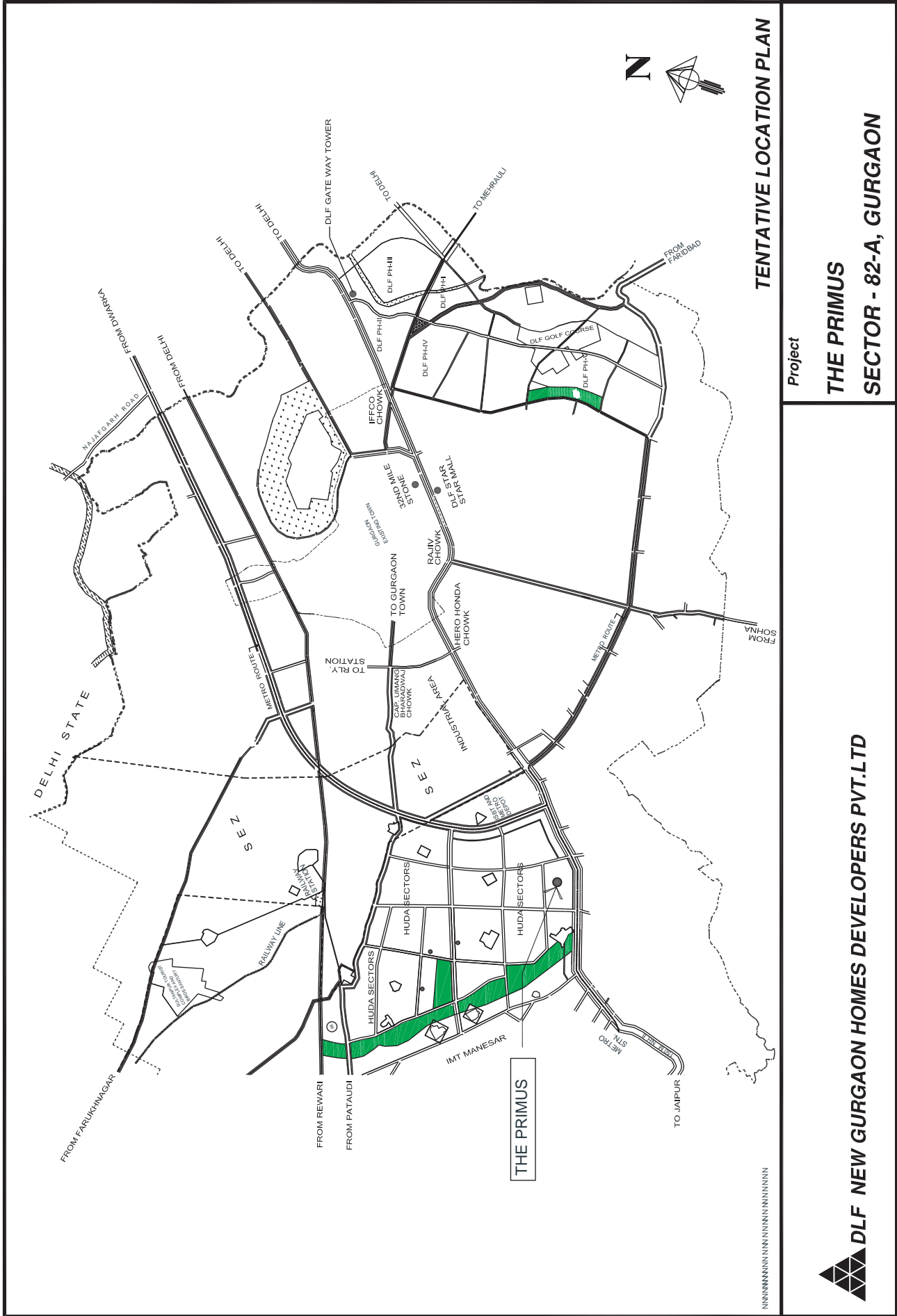
SALE PRICE OF UNIT

**UNIT PRICE x SUPER AREA OF APARTMENT + PLC + IDC + EDC +
COST OF PARKING SLOTS**

Notes

1. Down Payment Rebate is payable on Total Price.
2. The basic sale price is subject to escalation
3. The rebate for early payment shall be subject to change from time to time and is presently 14% per annum.
4. Two car parking slots are mandatory.
5. The yearly simple interest payable on IBMS shall be determined by the Company as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st of March.
6. Stamp duty & Registration charges shall be payable along with the last installment as applicable.
7. The Company would pay penalty to its customers @ Rs.20/- per sq ft per month for any delay in handing over the apartment beyond 42 months from the date of booking. Similarly, the customer would be liable to pay holding charge @ Rs.20/- per sq ft per month, if he fails to take possession within 30 days from the date of offer of possession.
8. Prices with effect from 21st of Feb, 2012
9. Prices indicated above are subject to revision from time to time at the sole discretion of the company.
10. Prices, terms and conditions stated herein are merely indicative with a view to acquaint applicant and are not exhaustive.
11. As per Govt Rules, Service Tax is payable on each installment.

ANNEXURE - IV



TENTATIVE LOCATION PLAN

Project

THE PRIMUS
SECTOR - 82-A, GURGAON

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

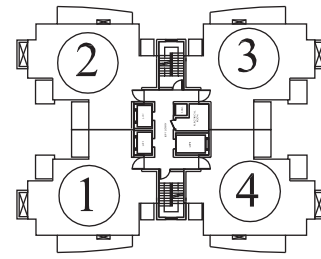


ANNEXURE - V

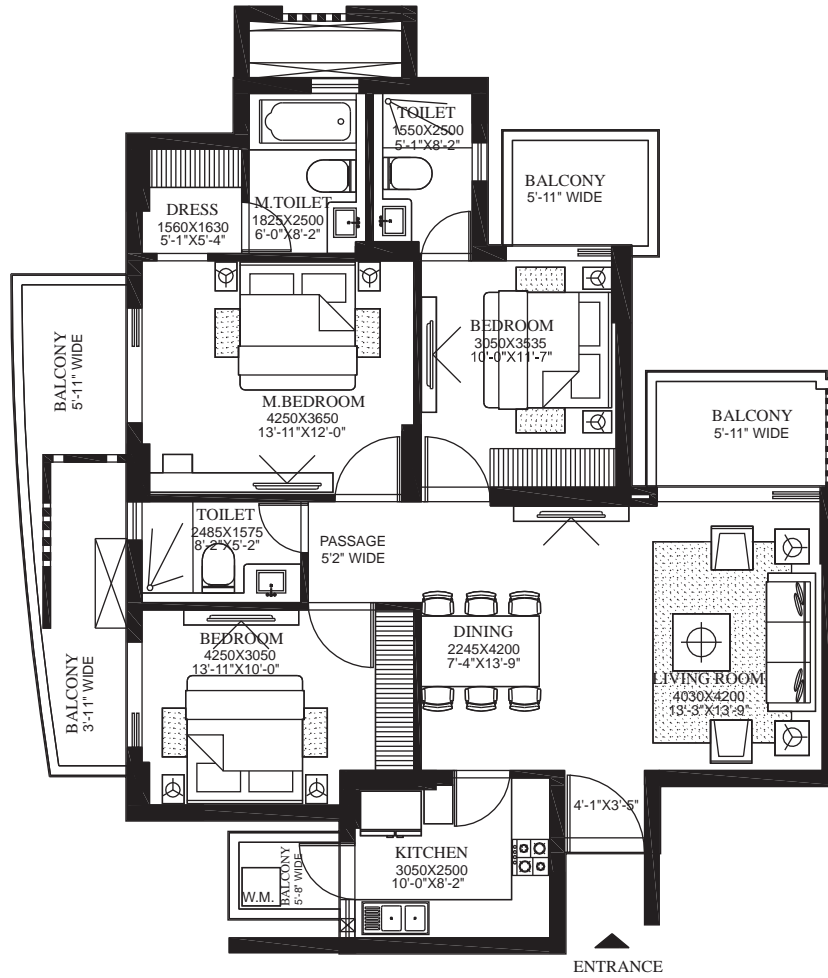


TENTATIVE SITE PLAN

ANNEXURE - VI



**BLOCK- A, B & C
KEY PLAN**



Note:

- PLAN NOT TO SCALE
- FURNITURE & CUP-BOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO.1 & 3 IN BLOCK- A, B & C
TENTATIVE PLAN OF APARTMENT NO. 2 & 4 IN BLOCK- A, B & C IS MIRROR IMAGE OF THIS PLAN

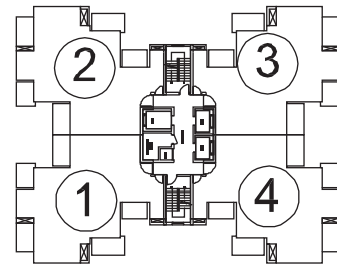


**DLF NEW GURGAON HOMES
DEVELOPERS PVT.LTD**

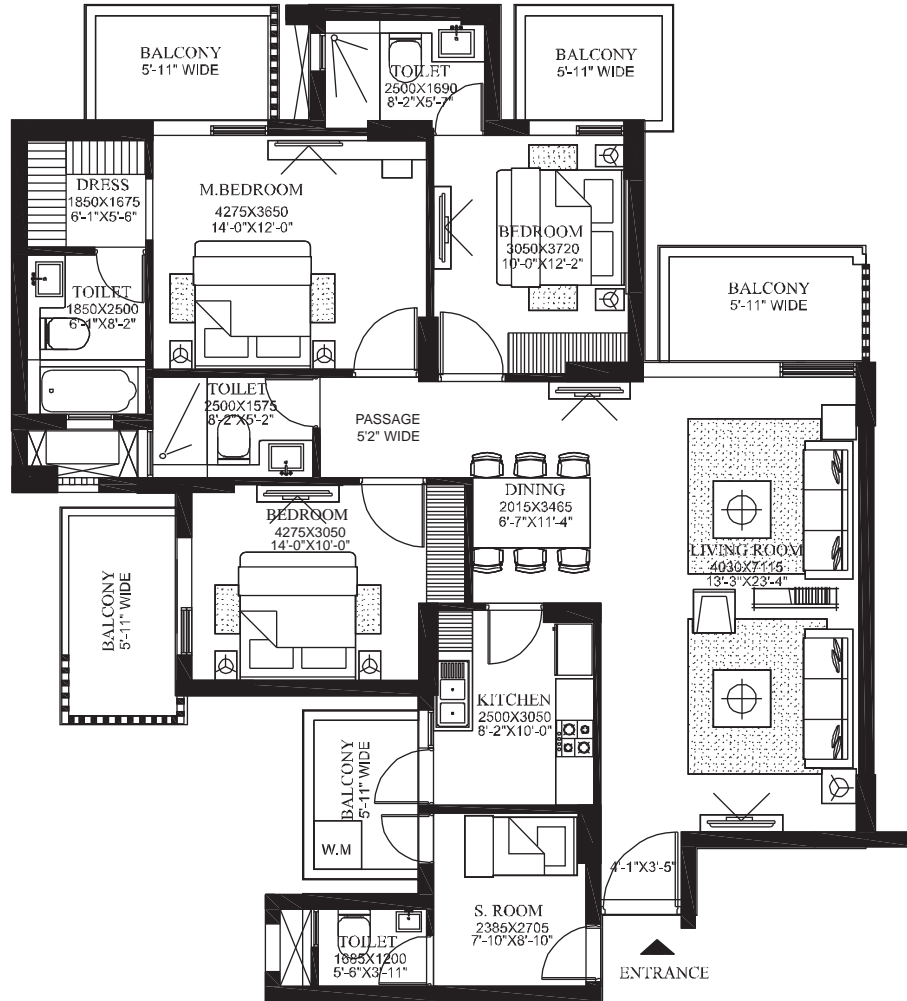
PROJECT
THE PRIMUS
SECTOR - 82-A,
NEW GURGAON

BLOCK / FLOOR
**A, B & C
TYPICAL FLOOR**

TENTATIVE
SALEABLE AREA
**1799 SQ.FT
3 BHK**



BLOCK- D
KEY PLAN



Note:

- PLAN NOT TO SCALE
- FURNITURE & CUP-BOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO.1 & 3 IN BLOCK- D
TENTATIVE PLAN OF APARTMENT NO. 2 & 4 IN BLOCK- D IS MIRROR IMAGE OF THIS PLAN

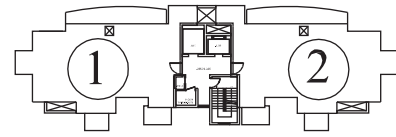


DLF NEW GURGAON HOMES
DEVELOPERS PVT.LTD

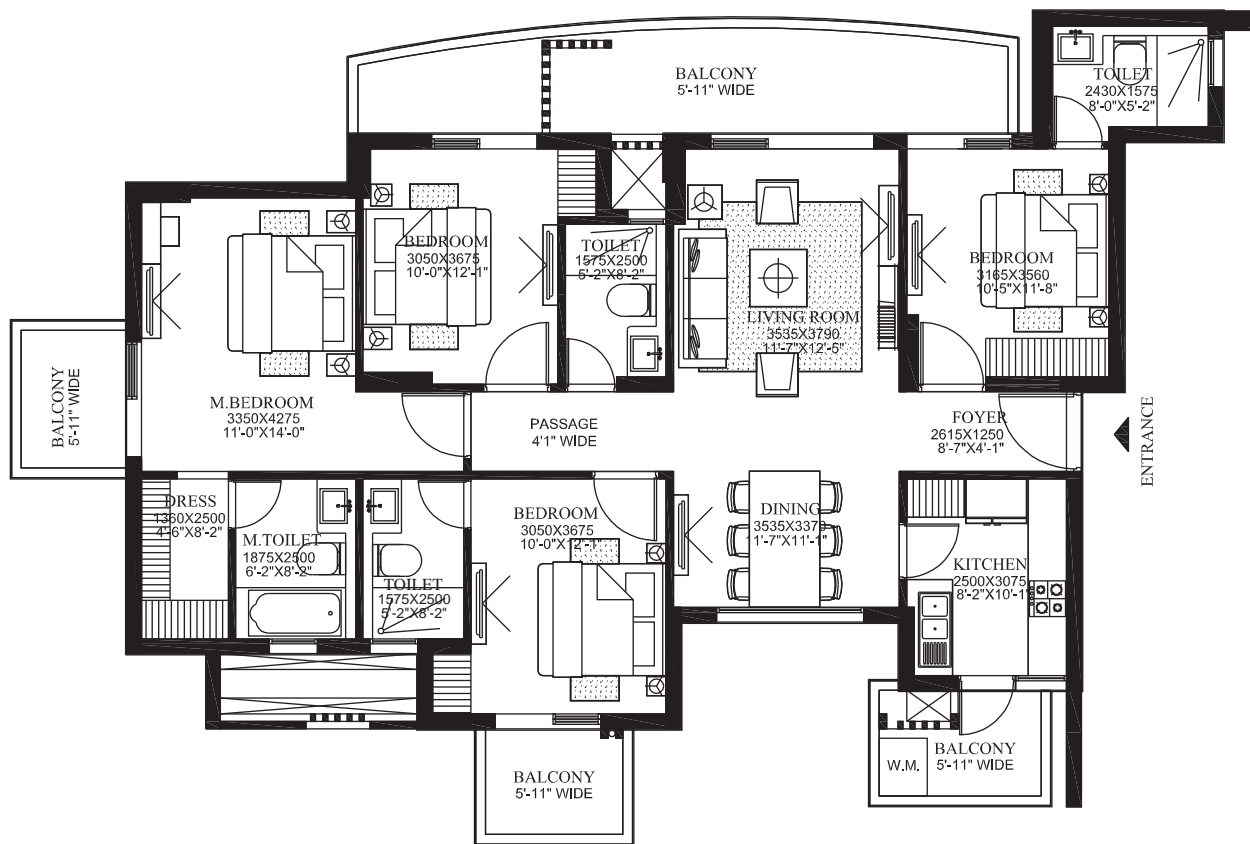
PROJECT
THE PRIMUS
SECTOR - 82-A,
NEW GURGAON

BLOCK / FLOOR
D
TYPICAL FLOOR

TENTATIVE
SALEABLE AREA
2086 SQ.FT
3BHK+S.Room



BLOCK- E
KEY PLAN



Note:

- PLAN NOT TO SCALE
- FURNITURE & CUP-BOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 1 IN BLOCK- E
TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK- E IS MIRROR IMAGE OF THIS PLAN

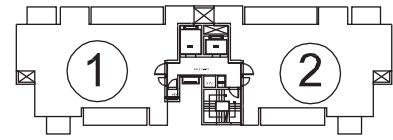


DLF NEW GURGAON HOMES
DEVELOPERS PVT.LTD

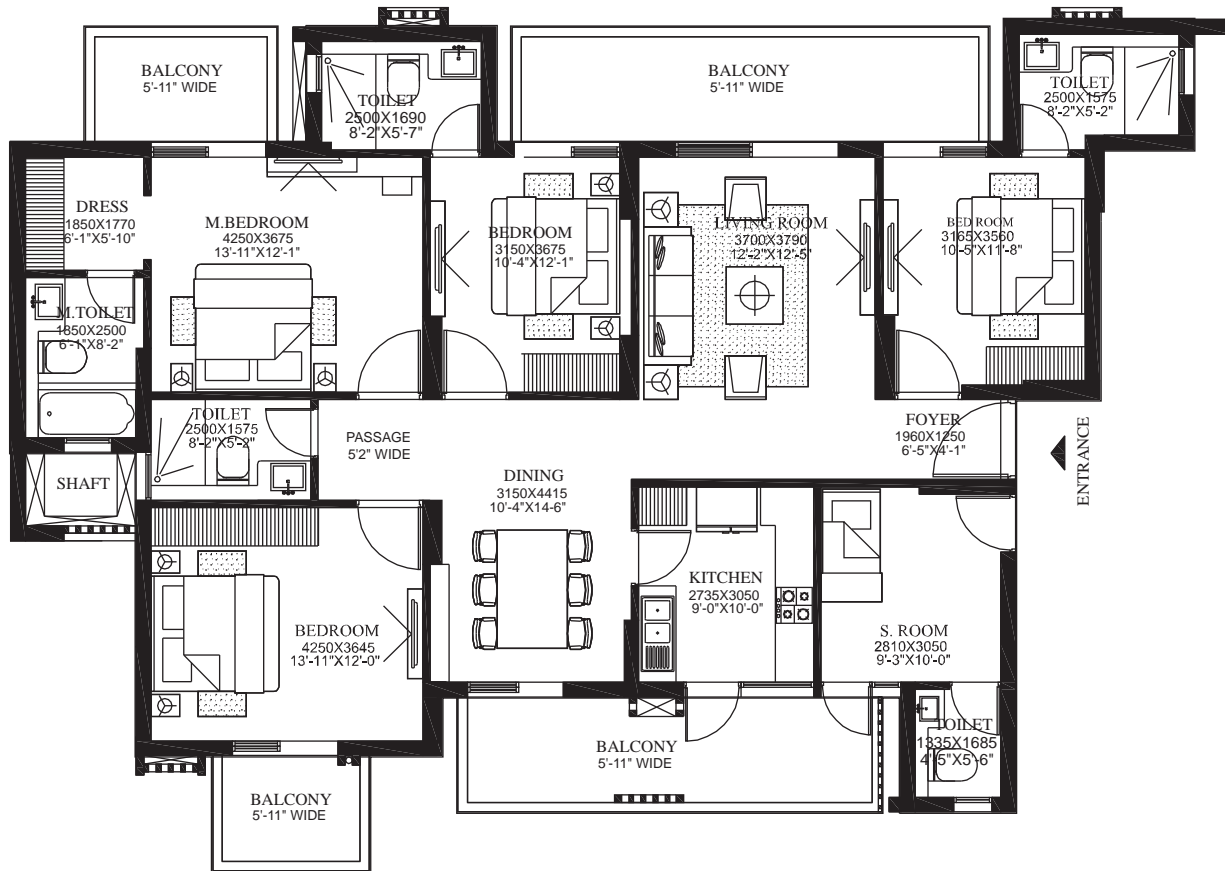
PROJECT
THE PRIMUS
SECTOR - 82-A,
NEW GURGAON

BLOCK / FLOOR
E
TYPICAL FLOOR

TENTATIVE
SALEABLE AREA
2273 SQ.FT
4 BHK



BLOCK- F & G
KEY PLAN



Note:

- PLAN NOT TO SCALE
- FURNITURE & CUP-BOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO.1 IN BLOCK- F & G
TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK- F & G IS MIRROR IMAGE OF THIS PLAN

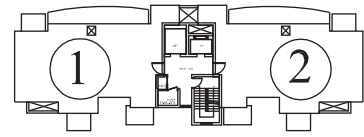


DLF NEW GURGAON HOMES
DEVELOPERS PVT.LTD

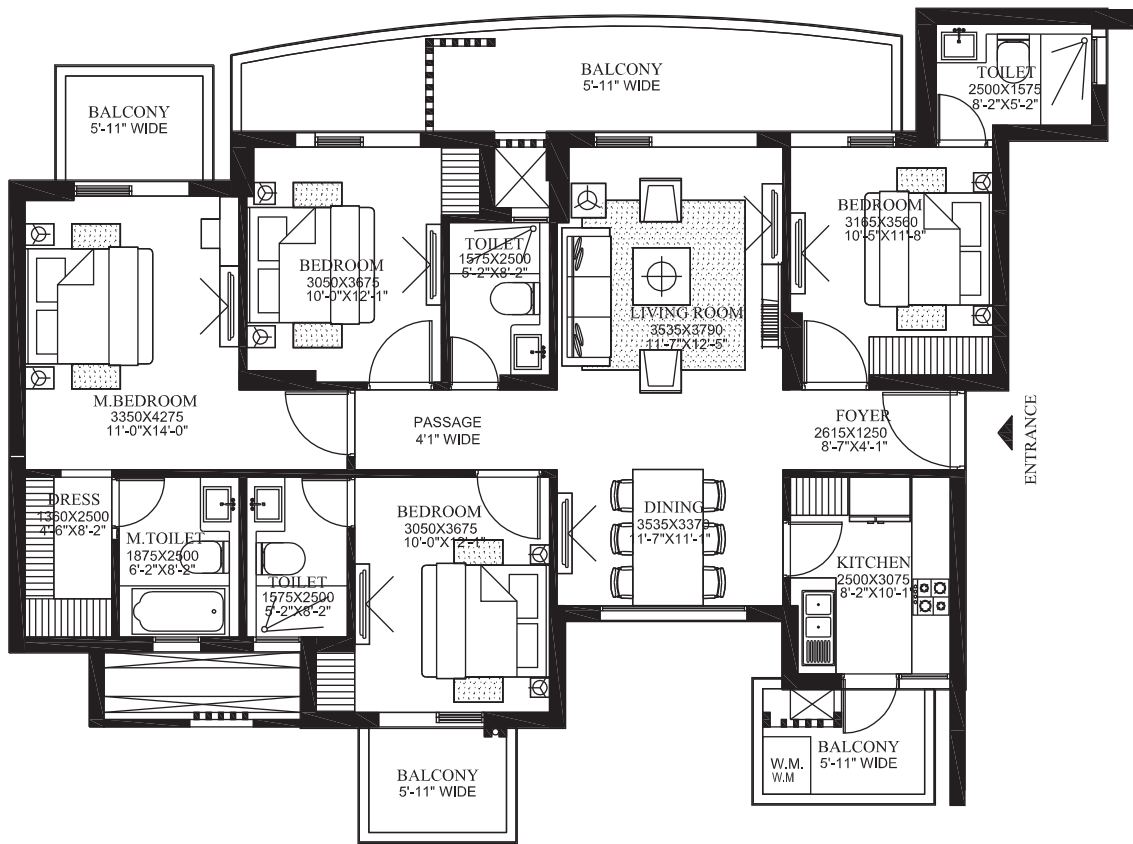
PROJECT
THE PRIMUS
SECTOR - 82-A,
NEW GURGAON

BLOCK / FLOOR
F & G
TYPICAL FLOOR

TENTATIVE
SALEABLE AREA
2576 SQ.FT
4BHK+S.Room



BLOCK- H & J
KEY PLAN



Note:

- PLAN NOT TO SCALE
- FURNITURE & CUP-BOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 1 IN BLOCK- H & J
TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK- H & J IS MIRROR IMAGE OF THIS PLAN

 <p>DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD</p>	<p>PROJECT THE PRIMUS SECTOR - 82-A, NEW GURGAON</p>	<p>BLOCK / FLOOR H & J TYPICAL FLOOR</p>	<p>TENTATIVE SALEABLE AREA 2273 SQ.FT 4 BHK</p>
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Details as per DGTCP Requirements:

1.	No. and date of License	191 of 2008 dated 22.11.2008 64 of 2009 dated 05.11.2009
2.	Type of Colony and it's area	Group Housing Colony measuring 12.531 acres
3.	Name of the colonizer to whom license has been granted	DLF New Gurgaon Homes Developers Pvt. Ltd. (for further details please refer to the license)
4.	No. and Date of the Approved Building Plan of Group Housing	ZP-522/JD (BS)/2012/1664,dated 24.01.2012
5.	Total No. of Apartments as per Approved Building Plans	General: 624 EWS: 111
6.	Provision for Community Sites	1 Nursery School
7.	Name of the Colony	The Primus, Sector-82-A, DLF Gardencity

NOTE:

All approvals are available and can be checked at the sales office at DLF Centre, Ground Floor, Sansad Marg, New Delhi- 110001

(The Site Layout Plan shown in the Application Form is tentative and subject to change by the company or by the competent authorities as the case may be from time to time subject to necessary Approvals)