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**APPLICATION FORM**



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Serial No: \_\_\_\_\_

## APPLICATION FORM

For booking of Shop in "ROF Galleria" Sector-78, Gurugram

M/s. Pegasus Land and Housing Private Limited,  
Address: Building No. 80, First Floor, Sector-44,  
Gurugram-122003, Haryana

RERA No.: **74 of 2022 Dated : 01/08/2022**

Dear Sir/Madam,

I/We request for allotment of shop in your proposed commercial Complex "**ROF Galleria**" to be developed by M/s. Pegasus Land and Housing Private Limited (hereinafter referred to as the "Company") on the land falling in the revenue estates of Village-Shikohpur, Sector-78, Gurugram, Haryana (hereinafter referred to as the "Complex") vide **License No. 58 of 2022 dated: 13.05.2022** and approved **Building Plan** vide sanction no. **ZP-1584/AD(RA)/2022/20998 dated: 19.07.2022**.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

by Bank Draft/Pay Order/Cheque No. \_\_\_\_\_ dated: \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank as the booking amount.

I/We have clearly understood that this application does not constitute an Agreement for Sale and the allotment of a shop in the Complex is entirely at the sole discretion of the Company and merely by making this application, I/we do not become entitled to the provisional and/or final allotment of shop in the Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this Application.

I/We agree that in case of failure on my/our part to pay any installment amount as provided in the payment plan given below, the Company shall be entitled to interest for the delayed period at the rate prescribed in the Haryana Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder. In case, the entire due payment along with interest is not paid within 30 days of the due date, then this application shall stand terminated and monies paid forfeited. The allotment shall become final and binding upon the Company only after I/we sign and execute the Agreement for Sale agreeing to abide by the terms & conditions laid down

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

therein. If, however, I/we withdraw/cancel this application or I/we fail to execute and register the Agreement for Sale within 90 days from the date of its dispatch by the Company, then this application shall be treated as cancelled at the sole discretion of the Company and the money paid by me/us shall stand forfeited. I/We have clearly understood that the Agreement for Sale sent by post/courier on the address as provided by me/us herein below shall be deemed to be delivered to me/us on expiry of 5 days from the date of post by the Company.

I/We am/are making this application with the full knowledge that the construction of the Complex is yet to be started. In case the Company agreeing to allot a shop in the Complex to me/us, I/we agree to pay further installments towards the cost of shop and all other dues as stipulated in the Agreement for Sale and payment schedule as explained to me/us by the Company and understood by me/us.

I/we do hereby declare and confirm that I/we have gone through the terms and conditions of the Agreement for Sale and the Maintenance Agreement made available to me/us in the Company's office and I/we agree and undertake to abide by the said terms and conditions and sign the Agreement for Sale and the Maintenance Agreement as and when called upon to sign, by the Company. I/We agree that I/we shall not be entitled to take possession of the said shop without payment of all due charges including but not limited to the preferential location charges (PLC), registration charges (RC), legal documentation charges, stamp duty (SD), EDC/IDC charges, Goods and Service Tax (GST), property tax, any other third party/statutory taxes, fees, charges etc., or interest thereon, execution of the Agreement for Sale and Maintenance Agreement. The Company shall have the full and sole authority and power to amend the terms and conditions of the Agreement for Sale and Maintenance Agreement as and when it deems fit.

I/We further accept and confirm that the allotment when confirmed shall be subject to I/we adhering to the payment schedule and further making various payments in respect of the said shop as well as amount payable under the Maintenance Agreement including applicable interest-free maintenance deposit, etc. and that the non-payment/delay in payment of any such amount gives the full authority and power to the Company to cancel the allotment. In case of any difference and/or dispute between the Company and me/us, the same shall be first settled amicably by mutual discussion within 30 days, failing which the same shall be settled through the adjudicating officer appointed under the Haryana Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder. It is understood and accepted that only Courts/Tribunals at Gurugram, Haryana shall have the jurisdiction to entertain any dispute between the Company and me/us.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

**SOLE / FIRST APPLICANT**

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms.

s/w/d of

Age  Guardian's Name (In case of minor)

Date of Birth  Nationality

Occupation:

Service  Professional  Business  Student  Housewife  Any other \_\_\_\_\_

Resident Status:

Resident  Non Resident  Foreign National of Indian Origin

Others (Please Specify) \_\_\_\_\_

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

State  Country  Pin

e-mail

Permanent Address \_\_\_\_\_

State  Country  Pin

e-mail

Tele No.  Mobile No.

Office Address \_\_\_\_\_

State  Country  Pin

Tele No.  Mobile No.

Income Tax Permanent Account No.

Aadhar Card No.

Name of Applicant's Bank

IFSC Code of the Bank

Bank Account no.

I/We further agree and confirm that the Company is bound only by specifically laid down information in the Agreement for Sale of the aforesaid shop in the Complex, signed by a Director/Authorized Signatory of the Company. I/We have gone through the said terms and conditions and have understood the same and I/we hereby record my/our acceptance thereof.

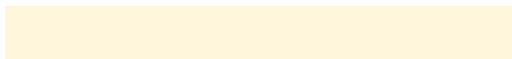
Note: Cancellation/ refunds will be processed in favour of above mentioned bank account. In case of any discrepancy applicant will be solely responsible.



SIGNATURE



FIRST/SOLE APPLICANT



SECOND APPLICANT, IF ANY

## SECOND APPLICANT

Mr./Ms.

s/w/d of

Age  Guardian's Name (In case of minor)

Date of Birth         Nationality

Occupation:

Service  Professional  Business  Student  Housewife  Any other \_\_\_\_\_

Resident Status:

Resident  Non Resident  Foreign National of Indian Origin

Others (Please Specify) \_\_\_\_\_

Mailing Address

Address \_\_\_\_\_

State  Country  Pin

e-mail

Permanent Address

Address \_\_\_\_\_

State  Country  Pin

e-mail

Tele No.  Mobile No.

Office Address

Address \_\_\_\_\_

State  Country  Pin

Tele No.  Mobile No.

Income Tax Permanent Account No.

Aadhar Card No.

AFFIX  
PHOTOGRAPH

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

**Details of Shop:**

I) Rate \_\_\_\_\_ Sq. Ft. (Super area basis), Other Charges \_\_\_\_\_ (As applicable)

II) Unit No. \_\_\_\_\_

III) Area: \_\_\_\_\_ Sq. Ft.

Super Area \_\_\_\_\_

Carpet Area \_\_\_\_\_

IV) Payment Plan (PLP/CLP) \_\_\_\_\_

(\* Strikeout Whichecker is not applicable-mentioned below )

**PAYMENT SCHEDULE (PLP PAYMENT PLAN)**

MILESTONE	PERCENTAGE
At the time of booking	10% of Basic Sale Price
Within 30 days of booking	30% of Basic Sale Price
On intimation for offer of possession	60% of BSP + Other Charges (As Applicable)

**PAYMENT SCHEDULE (PLP PAYMENT PLAN - II)**

MILESTONE	PERCENTAGE
At the time of booking	10% of Basic Sale Price
Within 30 days of booking	25% of Basic Sale Price
On Completion of Super Structure	30% of Basic Sale Price
On intimation for offer of possession	35% of BSP + Other Charges (As Applicable)

SIGNATURE

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## DECLARATION

I/We, the above-named applicant(s), do hereby declare that this application for allotment of shop in the Complex is irrevocable and that the particulars/ information given above are true and correct and nothing has been concealed therefrom. I/We have read, understood and agreed to the terms and conditions of the Agreement for Sale to be executed and undertake to abide by the said terms and conditions

Notes:

- 1) All Cheques/Drafts to be made in favour of "M/s. Pegasus Land and Housing Private Limited" payable at Gurugram only. This Application Form shall be valid only after realization of cheque/demand draft amount by the Company.
- 2) In case the cheque comprising booking amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
- 3) Allotment to Non-Resident Nationals of Indian origin will be subject to laws applicable in India. For non-resident/foreign national of Indian origin, all remittance, acquisition/ transfer of said shop and compliance with the provision of the Foreign Exchange Management Act 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility. All amounts received from intending Allottee(s) other than Resident Indian shall be from NRE /NRO/ Foreign Currency Account Only.
- 4) Applications shall be considered to be incomplete if not accompanied by photographs and other required documents of the applicant(s).

## TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee has fully satisfied himself/herself about the title/development rights of the Company in the project land on which the shop in the Complex (hereinafter referred to as "Unit") will be constructed/developed and has understood all limitations and obligations of the Company in respect thereof. The intending allottee also acknowledges that he/she has verified and satisfied himself/herself about the project/complex and has not unduly relied upon brochures, advertisements, representations, warranties, statements of estimates of whatsoever nature, whether written or oral made by the developer, its selling agents, brokers, employees or otherwise.
2. The intending allottee acknowledges and confirms that the Developer has provided all the information and clarification as required to his/her complete satisfaction and that the intending allottee has also made independent enquiries and used his best judgment and discretion and satisfied himself/herself in all respect and that he/she has made the decision independent of any representations or statements of any nature, whatsoever made by the Developer.
3. The drawings/plans displayed in the office of the Company showing the proposed Complex and the Company can carry out such additions, alterations and deletions in the layout plan, building plans, floor plans as per the provisions provided under the law.
4. Carpet Area (as per RERA guidelines) means the net usable floor of the Unit excluding the area covered by external walls, areas under service shafts, exclusive balconies or verandahs area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

5. The Super/Super Built-up Area includes the covered area plus balconies or verandahs, proportionate common areas such as corridors, passages, lifts, lift rooms, staircase, underground and overhead water tanks, mummies etc.
6. The External Development Charges, Infrastructure Development Charges or any other charges as may be demanded by the authorities to be charged additionally and shall be paid by intending allottee as and when demanded by the Company or as per the Price List/Payment Plan given.
7. The booking amount equivalent to 10% of the basic sale price and preferential location charges of the Unit shall constitute the earnest money which shall stand forfeited along with all charges paid towards taxes, levies, govt. dues, interest penalty, cess, duties to the concerned department/authorities in respect of the said Unit in case of delay in payment and/or breach of any of the terms and conditions of allotment as also in the event of the failure by the intending allottee to get the Agreement for Sale signed within 90 days of allotment and get it registered.
8. The stamp duty and registration charges towards registration of the Agreement for Sale shall be payable by the intending allottee including any revision in charges from time to time.
9. In addition to the total price, allottee shall be liable and response to pay all taxes, including but not limited to GST, cess or any other similar taxes which may be levied, in connection with the construction of the Unit.
10. The allottee in addition to the total price of the Unit shall pay any charges deposits payable to gas supplying agency for installation of necessary equipment such as gas cylinder/storage tanks/ pipe lines etc where ever applicable.
11. The timely payment of installments shall be the essence. In case of default in paying payment continuing for a period of beyond 90 days, the earnest money along with all charges paid towards Brokerage, taxes, levies, govt. dues, interest penalty, cess, duties to the concerned department / authorities and all other payments made by the Company on a non refundable basis in respect of the said Unit would be forfeited and the balance, if any, would be refundable without interest. In exceptional circumstances, the Company may, in their sole discretion, condone the delay in payment by charging interest as per the Agreement for Sale.
12. The intending allottee shall reimburse to the Company and pay on demand all taxes, levies or assessments whether levied now or leviable in future, on land and/or the building as the case may be, from the date of allotment, proportionately till the Unit is assessed individually.
13. The Company on completion of the construction/development shall issue final call notice to the intending allottee, who shall within 30 days thereof, remit all dues and take possession of the Unit. In the event of his/her failure to take possession beyond 60 days for any reason whatsoever, the intending allottee shall bear all maintenance charges and any other levies on account of the allotted Unit.
14. The intending allottee shall pay proportionate charges for maintenance and upkeep of common areas and services of the Complex to the Company/its nominated agency. This arrangement will be carried out until the services are handed over to the Association of the Buyers. The Company/Maintenance Agency shall be entitled to withdraw from the maintenance of the Complex without assigning any reasons. The intending allottee agrees and consents to this arrangement. The intending allottee shall sign a separate maintenance agreement with the Company/Maintenance Agency; make an interest free security deposit for the timely payment of the maintenance charges and contribution to the Replacement & Sinking Fund as determined by the Company/Maintenance Agency.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

15. The conveyance deed shall be executed in favour of the intending allottee on receipt of all payments as due. The intending allottee shall pay the Stamp Duty, Registration Charges and all other incidental charges for execution of conveyance deed in favour of the intending allottee. Till the conveyance deed is executed, the Company shall continue to be the owner of the project land and also the Unit agreed to be allotted.
16. The intending allottee shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her address.
17. In all communications with the Company, the reference of Unit booked must be mentioned clearly.
18. The intending allottee shall not be entitled to get the name of his/her nominee substituted in his/her place without the prior approval of the Company. Such approval shall be granted on payment of administrative charges as prescribed by the Company.
19. The intending allottee shall abide by all the laws, rules and regulations applicable to the said Unit and/or the Complex.
20. The intending allottee shall pay the basic sale price and other charges of Unit as per the payment plan opted for by him/her out of the options prescribed by the Company along with GST as applicable. All payments shall be made by cheque/bank draft/RTGS payable at Gurgaon/at par. Outstation cheques shall not be accepted.
21. The intending allottee shall not use the premises for any activity other than the use specified for.
22. In case there are joint intending allottees, all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottee.
23. The intending allottee also confirms that he/she is sufficiently acquainted with the applicable laws, rules, notifications, etc. in general and applicable to the complex in particular, and has perused all the title documents and has completely satisfied himself/herself of the terms & conditions of the development of the same as imposed by Govt. Authorities and fully understands the authority of the Developer to construct, allot, lease, transfer the rights, title and interest in the complex.
24. If as a result of any rules or directions of the Government or any Authority or if competent authority delays, withholds, denies the grant of necessary approvals for the Complex or due to force majeure conditions, the Company, after provisional and/or final allotment is unable to deliver the unit to the intending allottee, the Company shall be liable only to refund the amounts received from him/her without interest as mentioned in the Agreement for Sale.
25. The Company shall be entitled to raise finance/loan from any Financial Institution/Bank by way of mortgage /charge / securitization of receivables and creating charge on the project land. In case of the intending allottees who have taken loan from any Financial Institution/Bank, the conveyance of the Unit in favour of the intending allottee shall be executed only upon the Company receiving 'No Objection Certificate' from such Financial Institution/Bank and the conveyance deed shall be handed over to the lending institution if so required by them. However, the charge shall be retrieved before handing over the possession of the Unit.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

26. The intending allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/transfer of immovable properties in India etc. and provide the Company with such permission, approval which would enable the Company to fulfill its obligations under the Agreement for Sale. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The intending allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
27. The Company accepts no responsibility in regard to matters specified in clause 24 above. The intending allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the intending allottee subsequent to signing of the Agreement for Sale, it shall be the sole responsibility of the intending allottee to intimate the same in writing to the Company immediately and comply with necessary formalities if any, under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of the intending allottee and such third party shall not have any right in the application/allotment of the said Unit apply for herein in any way and the Company shall be issuing the payment receipts in favor of the intending allottee only.
28. No one (including any broker/dealer or even any employee of the Developer) is authorized to make addition/deletion in any of the terms and conditions contained herein and in the Application Form. The Developer shall not be bound by any oral or written commitments, communications, emails, correspondences beyond the scope of these terms & conditions made by any person including any broker or employee of the Developer.
29. The intending allottee agrees to furnish his Permanent Account Number if an Income Tax assessee, or Form 60/61, as the case may be, within a period of 30 days from the date of execution of the Agreement for Sale, if not furnished earlier.
30. The intending allottee hereby acknowledges and agrees that the Company is obliged to adhere to the Anti-Money Laundering Regulations (AML Regulations) applicable in all relevant jurisdictions including but not limited to the Prohibition of Benami Property Transactions Act, 1988, Prevention of Corruption Act, 1988, etc. The intending allottee further undertakes that he/she shall not attempt to initiate any transactions that may contravene any AML Regulations and will provide all such information as is necessary or desirable by the Company.
31. As per section 194 IA of IT Act, 1961, 1% TDS is required to be deducted w.e.f. 1st June 2013 which shall be deposited by the customer directly.
32. It is specifically understood by the intending allottee that the Company may incorporate additional terms and conditions in the Agreement for Sale over and above the terms and conditions of allotment as set out in this application.

I/We have now signed this application form after giving careful consideration to all facts, terms and conditions and paid the monies thereof. I/We hereby irrevocably accept and agree to abide by the aforesaid terms and conditions of the allotment.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

Serial No: \_\_\_\_\_

## ACKNOWLEDGEMENT

Received with thanks an Application No. \_\_\_\_\_ dated: \_\_\_\_\_ from

Mr./Mrs./Ms. \_\_\_\_\_ (First Applicant) and

Mr./Mrs./Ms. \_\_\_\_\_ (Second Applicant, if any)

on account of Application Money/ Earnest Money towards allotment of a shop in the proposed project "ROF Galleria@78" Commercial Complex to be developed in the revenue estate of Village-Shikohpur, Sector-78, Gurugram, Haryana.

An Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only)

vide demand draft/pay order/ Cheque bearing no. " \_\_\_\_\_ dated: \_\_\_\_\_

drawn on \_\_\_\_\_ (Bank name) have received towards the Application money/Earnest Money.

This acknowledgement receipt is subject to the realization of demand draft/pay order/cheque.

Acceptance of the said application shall be subject to further detailed review by the Company and examination of its adherence to the Government norms.

**Note:** This acknowledgement should not be used as the proof of allotment.

**M/s. Pegasus Land and Housing Private Limited**

\_\_\_\_\_  
AUTHORISED SIGNATORY

SIGNATURE

\_\_\_\_\_  
FIRST/SOLE APPLICANT

\_\_\_\_\_  
SECOND APPLICANT, IF ANY







Corporate office-: Building No. 80, 1st Floor, Sector-44, Gurugram-122003

Site Address : Sector-78, Gurugram

Tel.: +91 1244 399 399 | Website.: [www.rof.co.in](http://www.rof.co.in) | Mail ID.: [Info@rof.co.in](mailto:Info@rof.co.in)

### **DISCLAIMER:**

“Promoter urges every applicant to inspect the project site and shall not merely rely upon or to be influenced by any architectural impression, plan or sales brochure and therefore requested to make personal judgment prior to submitting an application for allotment. The images shown here are indicative of design and for illustration purposes only. Further the actual design may vary in fit and finished from the one displayed above. Project details/ specifications can also be accessed at the office of haryana real estate regulatory authority website <https://haryanarera.gov.in/>. Journey time shown, if any is based upon google maps which may vary as per traffic at relevant point of time.

Rate mentioned does not include gst and other statutory charges if applicable, t & c apply. 1 sq.mt = 10.7639 sq. ft.”