

Select Homes
at NTH 90 DLF Gardencity

APPLICATION FOR ALLOTMENT BY SALE

Application for Allotment of Independent Floor
“Select Homes at NTH 90, DLF Gardencity”
Sector 90 Gurgaon, (Haryana)

DLF HOME DEVELOPERS LTD .
DLF Centre, Sansad Marg,
New Delhi – 110001.

Dear Sirs,

1. The Applicant(s) understands that the Company (hereinafter defined) pursuant to arrangement with other companies, is promoting and developing 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 Independent Floor 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 Independent Floor in the Said Complex and has requested the Company to allot an Independent Floor. 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 hereinbelow.
3. The Applicant(s) requests that the Applicant(s) may be allotted an Independent Floor and 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 (hereinafter defined), for the Said Independent Floor.
6. The Applicant(s) agrees that if the Company allots the Said Independent Floor (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 Independent Floor 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 Independent Floor 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) along with Non Refundable Amounts (hereinafter defined).

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(Sole/First Applicant)

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(Second Applicant)

8. 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 Independent Floor 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 Independent Floor/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.
9. 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.
10. 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.
11. 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 Independent Floor/Said Complex. The Applicant(s) also confirm that the Applicant(s) have chosen to invest in the Said Independent Floor/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 Independent Floor/Said Complex to be suitable for the Applicant(s) residence, and therefore, have voluntarily approached the Company for allotment of the Said Independent Floor in the Said Complex.

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

1 i) SOLE OR FIRST APPLICANT(S) Mr./Mrs./Ms. _____

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.Nos. _____

Please
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(Sole/First Applicant)

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(Second Applicant)

ii) SECOND APPLICANT(S) Mr./Mrs./Ms. _____

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.Nos. _____

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iii) THIRD APPLICANT(S) M/s _____

Reg. Office/Corporate Office _____

Authorised Signatory _____

Board Resolution dated/Power of Attorney _____

PAN No./TIN No. _____

Tel No. _____ Fax No. _____

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2. DETAILS OF SAID INDEPENDENT FLOOR

Independent Floor No. _____ Building Block No. _____

Super Area: _____ sq.mtr. (_____ sq.ft. approx.)

Parking Space(s) No: _____ Type: Covered (Stilt) /Open

3. DETAILS OF PRICING:

Basic Sale Price : Rs. _____ per sq. mtr;

: Rs _____ per sq. ft. approx

Price of right to exclusive use of Parking:
Space(s) as applicable, (2 Nos.) : Rs _____/-

Preferential Location Charges (PLC), as applicable : Rs _____/-

External Development Charges (EDC)

Infrastructure Development Charges (IDC) : Rs _____/-

Total Price payable for the Said Independent Floor : Rs _____/-

4. DECLARATION:

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

Date : _____

Yours faithfully,

Place : _____

Signature of Applicant(s)

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(Sole/First Applicant)

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(Second Applicant)

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name _____

Signature _____ Date: _____

1. ACCEPTED / REJECTED

2. DETAILS OF SAID INDEPENDENT FLOOR

Independent Floor No. _____ Building Block No. _____

Super Area: _____ sq.mtr. (_____ sq.ft. approx.)

Parking Space(s) No: _____ Type: Covered (Stilt)/Open

3. DETAILS OF PRICING:

Basic Sale Price : Rs. _____ per sq. mtr;

: Rs _____ per sq. ft. approx

Price of right to exclusive use of Parking: : Rs _____/-
Space(s) as applicable, (2 Nos.)

Preferential Location Charges (PLC), as applicable : Rs _____/-

External Development Charges (EDC)

Infrastructure Development Charges (IDC) : Rs _____/-

Total Price payable for the Said Independent Floor : Rs _____/-

4. PAYMENT PLAN: Down Payment Plan Installment Payment Plan

5. Payment received vide cheque /DD/Pay order no. _____

dtd _____ for Rs. _____ out of

NRE/NRO/FC/SB/CUR/CA Acct _____.

6. Booking receipt No. _____ dated _____.

7. BOOKING: DIRECT/BROKER

8. Broker's Name & Address, Stamp with signature : _____

9. Remarks: _____.

DATE _____

Place _____

GEN. MANAGER

SR.ED (MKTG)

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(Sole/First Applicant)

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(Second Applicant)

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF INDEPENDENT FLOOR IN THE “SELECT HOMES AT NTH 90 DLF GARDENCITY”, SECTOR 90 GURGAON, (HARYANA)

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

Definitions and Interpretation:

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions 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 includes plural and masculine includes feminine gender.

“**Act**” means the Haryana Apartment Ownership Act, 1983 or any other statutory enactment or modifications thereof.

“**Additional PLC**” means the charges for additional preferential location of the Said Independent Floor chargeable on the basis of the Super Area of the Said Independent Floor.

“**Agreement**” shall mean the Independent Floor Buyer's Agreement to be executed by the Applicant(s) and the Company.

“**Applicant(s)**” shall mean the Applicant(s) applying for allotment of the Said Independent Floor, whose particulars are set out in this Application and who have appended their signatures and as acknowledgement of having agreed to the terms and conditions of this Application and the Agreement.

“**Application**” shall mean this application form for allotment of an Independent Floor in the Said Complex on the terms and conditions contained herein.

“**Company**” shall have the same meaning as set out hereinabove in the Application.

“**Earnest Money**” means 10% of the Total Price including the booking amount paid by the Applicant.

“**External Development Charges (EDC)**” means the external development charges levied / leviable on the Said Complex by the Government of Haryana or any other competent authority and also includes any further increase in extra development charges by whatever name called or in whatever form and with all such conditions imposed by the Haryana Government and/or any competent authority.

“**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;

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(Sole/First Applicant)

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(Second Applicant)

- (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.

“Interest Bearing Maintenance Security (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/ Said Apartment to be paid as per the payment plan to the Company or to the Maintenance Agency @Rs. 538/- per sq. mtr (Rs. 50/- per sq. ft.) of the super area of the Said Apartment.

“Infrastructure Development Charges (IDC)” means the charges levied / leviable by the Government of Haryana or any other competent authority with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facility power facility etc., may impose/levy additional levies, fees, cesses charges etc., in the nature of infrastructure charges and/or by whatever name called, either existing or leviable in future.

“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 or association of Independent Floor 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 contained in **Annexure- VII** of the Agreement.

“Non Refundable Amounts” means interest paid or payable on delayed payments, brokerage paid/payable by the Company and service tax on forfeitable amount, if any, etc.

“Parking Space(s)” means open/covered (stilt) car parking space(s) allotted to the Applicant(s) for its exclusive use details of which is are mentioned in this Application.

“Preferential Location Charges (PLC)” means the charges for the preferential location of the Said Independent Floor calculated on per sq. meter/feet based on super area of the Said Independent Floor.

“Said Independent Floor” means the specific independent floor applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative independent floor allotted in lieu of the independent floor whose particulars are mentioned in the Application.

“Said Building” means the Building block S/T/U in the Said Complex in which the Said Independent Floor is located.

“Said Complex” means the Complex being developed under the name and style of 'New Town Heights', Sector 90, DLF Gardencity, Gurgaon, Haryana, including the “Select Homes at NTH 90 DLF Gardencity”, comprising of residential apartment buildings, Independent Floors, shops, club house, swimming pool, tennis court, community shopping, school and EWS apartments 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 34.9505 acres or thereabouts situated in Sector 90 in revenue estate of village Hayatpur and Wazirpur, District Gurgaon, Haryana, on which the Said Complex is being developed. The location plan is **Annexure-IV**.

“Taxes and Cesses” shall mean any and all taxes payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, educational cess, worker's welfare cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Independent Floor /Said Complex, now or in future.

“Total Price” means the amount amongst others, payable for the Said Independent Floor which includes basic sale price, PLC (if the Said Independent Floor is preferentially located), Additional PLC (if the Said Independent Floor is additionally preferential located), calculated on per sq.ft./per sq.mtr. based on the super area of the Said Independent Floor and price for exclusive right to use of Parking Space(s), EDC, IDC 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) 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 Independent Floor.
 - 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, if applicable.
 - viii) Cost of additional parking space(s), if any, allotted to the Applicant(s).
 - ix) Escalation charges.
 - x) 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 Independent Floor with full knowledge of all the laws/notifications and rules applicable to the group housing/multistoried project in general and the Said Complex in particular and has also satisfied himself about the title/interest/rights of the Company in the land on which the Said Complex is being constructed and has understood all limitations and obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is/shall be required by him/her.

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(Sole/First Applicant)

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(Second Applicant)

2. The Applicant(s) shall pay the Total Price of the Said Independent Floor in accordance with the payment plan attached herewith and marked as **Annexure-III** 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 Independent Floor and other charges and Taxes and Cesses are calculated on the basis of the super area of the Said Independent Floor 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 independent floor area is more clearly set out in **Annexure-I**.
3. Subject to the other terms and conditions of this Application/Agreement, on and after the payment of Total Price and other charges and dues as per the Application/Agreement, the Applicant shall have the : i) ownership of the Independent Floor area ii) Undivided Interest in the Foot Print (although the Applicant shall not be making any payment towards the undivided proportionate share in the Foot Print) iii) undivided interest and the common areas and facilities (as may be annexed with Agreement) along with other applicants; iv) exclusive right of use of the Parking Space(s);
- 4(a). The Applicant(s) agree to abide by the terms and conditions of the Agreement and pay the Total Price and other charges, rates, Taxes and Cesses, deposits, levies etc., including development charges, infrastructure charges, if any, whether levied or leviable now or in future or with retrospective effect, as the case may be, from the date of this Application. Such charges shall be payable by the Applicant(s) on the basis of the super area which comprises of the independent floor area and the undivided share in the common areas and facilities within the Said Building/Said Complex only. .
- 4(b) The Applicant(s) confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated/promised / represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant(s)(shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Building/Said Complex save and except the use of common areas (for the purposes of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant(s).

The Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental / construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Independent Floor is located and that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental /construction activities or incidental / related activities. It is made clear by the Company and agreed by the Applicant(s) that all rights including the ownership thereof of land(s), facilities and amenities (other than those within the Said Building/Said Complex), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party 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, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion.

- 4(c) The Said Independent Floor/Said Building shall be subject to the Act and the common areas and facilities and the undivided interest of each independent floor owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in

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(Sole/First Applicant)

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(Second Applicant)

compliance of the Act shall be conclusive and binding upon the Applicant(s) and the Applicant(s) agrees and confirms that his / her right, title and interest in the Said Independent Floor/Said Building shall be limited to and governed by what is specified by the Company in the declaration. The Applicant(s) agrees that the declaration to be filed in compliance of the Act shall in no manner confer any right, title or interest in any lands, facilities, amenities and buildings outside the land of the Said Complex/Said Building in which the Said Independent Floor is located. The Applicant(s) shall join any society/association of the independent floor owners and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.

- 4(d) The Applicant(s) agree that the Company may in its sole discretion and for the purpose of complying with the provisions of the Act or any other applicable laws substitute the method of calculating the undivided proportionate share/interest in the Foot Print and in common areas and facilities, in any declaration in compliance with the Act with respect to the Said Independent Floor in any manner as may be necessary for such compliance.
- 5. 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 Independent Floor ceases to be preferentially located, then only the amount of PLC, paid by the Applicant(s) shall be refunded without any interest and such refund shall be made /adjusted in the next installment, as stated in the schedule of payment opted by the Applicant(s).
 - b) The Said Independent Floor becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant(s) shall pay PLC of the Said Independent Floor 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 Independent Floor becomes additionally preferentially located, the Applicant(s) shall pay Additional PLC to the Company as applicable.

The Applicant(s) understands that in case of change in the location of the Said Independent Floor 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 herein above.

- 6. In addition to the Total Price and other charges mentioned in the Application/Agreement, the Applicant shall pay amounts towards the club facility, such as:
 - a. Membership Fees (if applicable)
 - b. Annual Club Charges
 - c. Refundable Security Deposit

The above amounts shall be paid by the Applicant as and when demanded by the Company/agency. The Applicant(s) understands that the above charges are subject to revision at the sole discretion of the Company or the agency managing the club and the Applicant(s) undertakes to abide by the same. In addition to the above, the Applicant(s) shall be liable to pay usage charges in accordance with the usages and services availed by the Applicant(s) and the Applicant(s) shall be required 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 the Applicant(s) shall be bound by the same.

- 7. The Applicant(s) agrees that the Total Price of the Said Independent Floor includes the levy of EDC/IDC upto the date of issue of licence and the Applicant(s) agrees to pay IAC and any further increase in EDC/IDC/IAC by whatever named called or in whatever form and with all such conditions imposed by the Haryana Government or any competent authority(ies) on prorata basis. If such charges are increased (including with retrospective effect)

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(Sole/First Applicant)

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(Second Applicant)

after the conveyance deed has been executed, then, these charges shall be treated as unpaid sale price of the Said Independent Floor and the Company shall have lien on the Said Independent Floor of the Applicant(s) for the recovery of such charges.

8. The Total Price mentioned in this Application is inclusive of cost of providing electric wiring and switches in each independent floor and the fire fighting equipment in the common areas as provided in the existing fire fighting code/regulations and power back up not exceeding 14 KVA per independent floor 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 prorata basis along with other allottees, as determined by the Company in its absolute discretion.
9. The Applicant(s) understand that the Parking Space(s) allotted to him for exclusive use shall be an integral part of the Said Independent Floor and such right cannot be sold/dealt with independent of the Said Independent Floor. The Applicant(s) may apply for additional parking space which may be 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 Act.
10. The Applicant(s) agree that time shall be the essence in respect of payment on or before due date of 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.
11. The Applicant(s) agrees and understands that the price of the Said Independent Floor is based on the price of materials and labour charges pertaining thereto on 1th September 2012. If, however, during the progress of construction upto the expiry of 30 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 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 Independent Floor. 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.
12. The Applicant(s) has seen and accepted the plans and has applied for the allotment of the Said Independent Floor with the specific knowledge that the building plans, designs, specifications (**Annexure II**), measurements, dimensions, location of the Said Independent Floor and /or Said Building, floor plans (**Annexure VI**) and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company, as it may deem fit and also subject to changes/modifications by the Competent Authority. However, in case of any major alteration/modification

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(Sole/First Applicant)

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(Second Applicant)

resulting in $\pm 10\%$ change in the super area of the Said Independent Floor or material change in the specifications of the Said Independent Floor 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 the price of the Said Independent Floor to be paid by him or 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 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. The Applicant(s) agrees that any increase or reduction in the super area of the Said Independent Floor shall be payable or refundable (without any interest) at the rate per sq. mtr. /sq. feet as mentioned in this Application.

13. 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.
14. Subject to other terms of this Application and 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 Independent Floor within 30 months from the date of the Application. Thereafter, the Company shall offer the possession of the Said Independent Floor to the Applicant(s). Any delay by the Applicant(s) in taking the possession would attract holding charges @ Rs. 10/- per sq. ft. per month for any delay of full one month or any part thereof. Subject to the terms and conditions of the Agreement, in case of any delay, (except Force Majeure) by the Company in completion of the construction of the Said Independent Floor, the Company shall pay compensation @ Rs. 10/- per sq. ft. of the super area of the Said Independent Floor per month to the first named Applicant(s) and not to any one else.
15. The Applicant(s) agrees 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 thereof. 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 Payment Plan and to always keep deposited with the Company or the Maintenance Agency, as IBMS at the rate of Rs. 538/- per square mtr (Rs. 50/- per sq ft. approx) of the super area of the Said Independent Floor, carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India or the prime lending rate of State Bank of India of a term of one year, whichever is lower, at the close of each financial year on 31st March.
16. 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 Independent Floor 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 Independent Floor and Parking Space(s) allotted to him/her. 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

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, Non Refundable Amounts. and refund the balance amount to the Applicant(s) without any interest upon realisation of money from resale/ re-allotment to any other party.

17. 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 Independent Floor/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 Independent Floor/Parking Spaces in any manner whatsoever.
18. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the payment plan as opted by me/us on the condition that the Applicant(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15 % per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18 % per annum.
19. The Applicant(s) agrees and confirms that any rights on the Said Independent Floor are not assignable to any third party till the payment of 30% of the Total Price. However, after 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.
20. The Applicant(s) agrees 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 Independent Floor, subject to the Said Independent Floor being free of any encumbrances at the time of execution of conveyance deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Independent Floor for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.
21. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, 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.
22. The Applicant(s) agrees that in respect of all remittances, acquisition / transfer of the Said Independent Floor, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 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.
23. The Applicant(s) agrees 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 communication sent to the first named Applicant in this Application shall be deemed to have been sent to all the Applicants.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

24. The Applicant(s) understands that the final allotment of the Said Independent Floor is entirely at the discretion of the Company.
25. The Applicant(s) understands that this Application is purely on tentative basis and the Company may decide not to allot any or all the independent floor 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).
26. The Applicant(s) agrees 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 firm, 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.
27. The Applicant(s) agrees and understands 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).
28. 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))

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

ANNEXURE - I

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the Total Price in respect of the Said Apartment / Independent floor shall be the sum of Apartment Area of the Said Apartment / Independent floor, Its pro-rata share of Common Areas in the entire said building and pro-rata share of other Common Areas outside buildings, as may be applicable, earmarked for use of all Apartment / Independent floor allottees in New Town Heights, Sector-90, which include the exclusive Club with swimming pool, toilets / change room, multipurpose hall, gymnasium, & restaurant etc. etc.

Whereas the Apartment Area of the Said Apartment / Independent floor 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 / Independent floor and Common Areas shall mean all such parts/ Areas in the "New Town Heights, Sector-90" which the allottee shall use by sharing with other occupants of New Town Heights, Sector-90 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, munties, services Areas including but not limited to lift machine room, overhead water tanks, under ground water tanks & pump room, electric sub-station, DG set room, fan rooms, Laundromat, sewage treatment plant, maintenance offices / stores, security / fire control rooms, the exclusive club, and architectural features, if provided.

Super Area of the Said Apartment 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 / Independent floor 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 (excluding the exclusive club for New Town Heights, Sector-90) / 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 New Town Heights, Sector-90.

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 / Independent floor 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 / Independent floor 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 depending upon the size of the apartments, for Independent floors this percentage is 85.9% approximately. 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 Select Homes at NTH 90 DLF Gardencity, SECTOR-90 GURGAON

- For safety, structure shall be Zone IV designed for seismic considerations, as stipulated by the Indian Codes.
- Air Conditioned Independent Floor excluding Kitchen, Toilets & S.Room areas.
- Air Conditioned Entrance Hall on Ground Floor.
- Eco friendly environment with Rain Water Harvesting system to recharge aquifer, and use of treated water from STP for flushing and horticulture.
- Pre heated water supply through Solar Water Heaters to 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

Kitchen

Walls	Tiles upto 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

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 toilet (7'Ht), Exhaust Fan, Towel rail/ring, Toilet paper, Holder, Soap dish. All standard make.
Sanitary ware/ CP fittings	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.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

Doors

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

External Glazings

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

Electrical Fixtures/Fittings

Modular switches of North West / Crabtree / MK or equivalent make, copper wiring and ceiling light fixtures in Balconies.

Power Back-up

100 % DG Power back up as mentioned below:-

4 BHK+S.Room - Not exceeding 14 KVA per Independent Floor

DG Capacity shall be at 70% of load factor & 70% over-all diversity for Independent Floors as well as for common areas

Security System

Secured Gated Community with access control at entrances. CCTV in Entrance Lobbies & oneintercom point in each Independent Floor.

Lift Lobby

Lifts	Passenger Elevators
Lift Lobby Floors	Combination of Granite/Marble/Tiles
Lift Lobby Walls	Combination of Granite/Glass/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 , Billiards room, Card room, Aerobics / Yoga Centre / Gymnasium, Steam / Sauna / Massage room , AV room , Tennis Court, Shop, 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. Specifications are indicative and are subject to change as decided by the Company or

Annexure - III

PAYMENT PLAN

Select Homes at NTH 90 DLF Gardencity

PRICE

Basic Sale Price	As applicable]
Cost of exclusive use of Parking Space	
Back-to-Back(2)	9 lacs.
Normal	5 lacs
Preferential Location Charges	As applicable
EDC & IDC	Rs 230 p.sft
Interest Bearing Maintenance Security (IBMS)	Rs 50 p.sft
Down payment rebate	9.25%

DOWN PAYMENT

On Application for Booking	Rs 10,00,000/-(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 / other charges

CONSTRUCTION LINKED INSTALLMENT PAYMENT PLAN

On Booking	Rs 10,00,000/-(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 days of Booking	10% Of Sale Value
Within 9 months of Booking/casting of 1st floor*	10% Of Sale Value
Within 12 months of Booking/casting of 2nd floor*	10% Of Sale Value
Within 15 months of Booking/casting of 3rd floor*	10% of Sale Value
Within 18 months of Booking/casting of TERRACE*	10% of Sale Value
Within 21 months of Booking/Commencement of finishing work*	10% of Sale Value
On application of Occupation Certificate	10% of Sale Value
On offer of Possession	5% of Sale Price + IBMS + Stamp Duty & Registration Charges / other charges

*Whichever is later

**SALE PRICE OF UNIT (BASIC SALE PRICE x SUPER AREA OF UNIT) + PLC + EDC
+ IDC + COST OF EXCLUSIVE USE OF PARKING SLOTS**

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

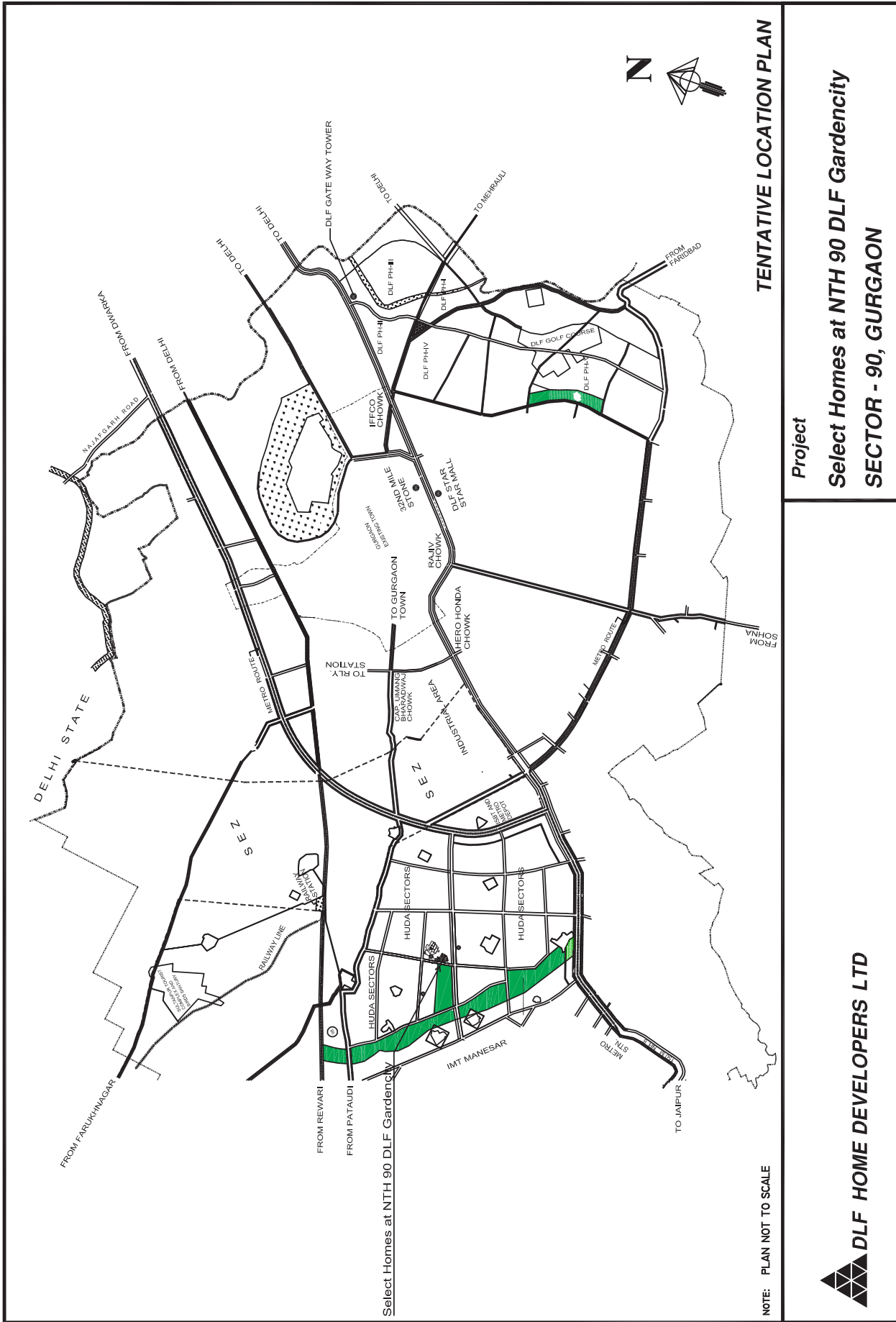
Notes:

1. Down Payment Rebate is payable on Total Price.
2. The basic sale price plus cost of exclusive use of Parking Space 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 Back-to-Back car parking mandatory (i.e. 2 car parking slots)
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 March.
6. IBMS, Stamp Duty & Registration Charges / Other Charges shall be payable along with the last installment as applicable.
7. The Company would pay penalty to its customers @ Rs.10/- per sq ft per month for any delay in handing over the apartment beyond 30 months from the date of booking. Similarly, the customer would be liable to pay holding charge@ Rs.10/- per sq ft per month, if he fails to take possession within 30 days from the date of offer of possession.
8. Prices are effective as on 11th. Sept. 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.
For detailed Terms and Conditions please refer to the Application Form as well as the Apartment Buyer's Agreement.
11. As per Govt Rules, Service Tax is payable on each installment.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

Annexure - IV

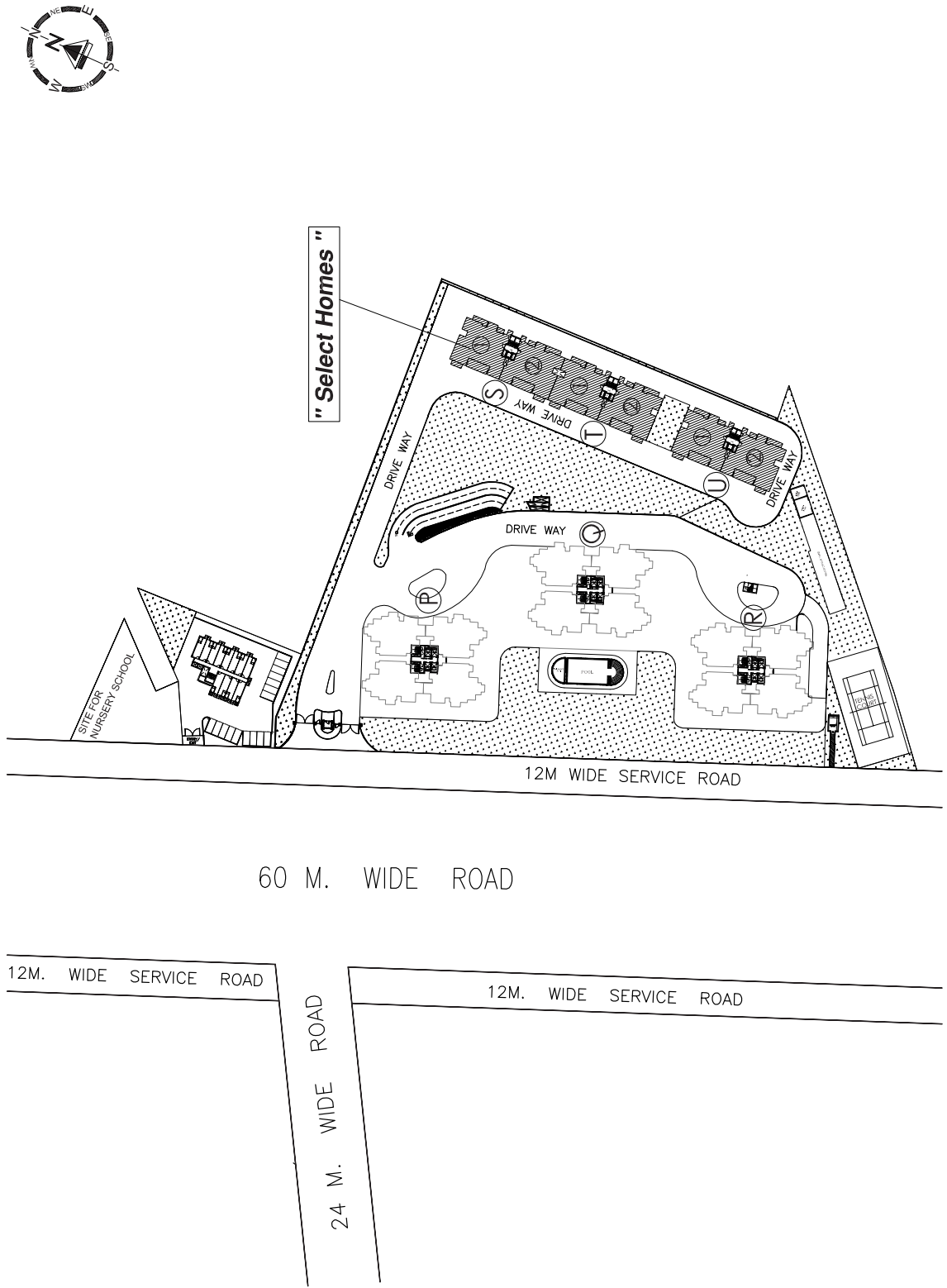


X.....
 (Sole/First Applicant)

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 (Second Applicant)

Annexure - V

TENTATIVE SITE PLAN OF Select Homes at NTH 90 DLF Gardencity, SECTOR-90, GURGAON

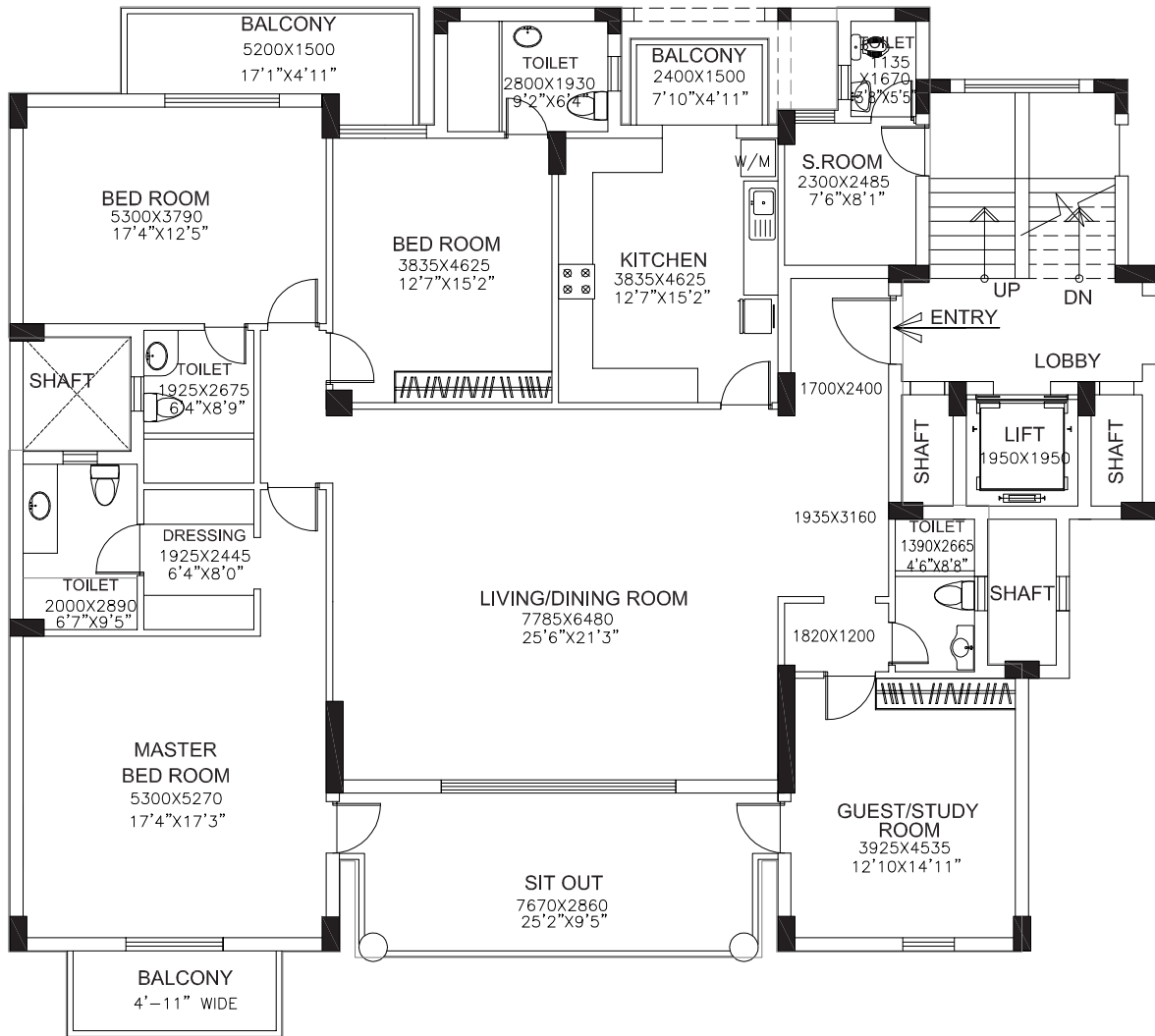


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(Sole/First Applicant)

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(Second Applicant)

Annexure - VI

TENTATIVE TYPICAL INDEPENDENT FLOOR PLAN IN BLOCK S/T/U



TENTATIVE SALEABLE AREA = 314.01Sqm
or 3380 Sft.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

DETAILS AS PER DGTCP REQUIREMENTS :

- | | | |
|----|---|--|
| 1. | Nos and dates of Licences | 22 of 2008 dated 12.02.2008 of 21.513 acres
72 of 2008 dated 28.03.2008 of 10.80 acres
80 of 2009 dated 03.12.2009 of 2.6375 acres |
| 2. | Type of colony and it's area | Group Housing Colony measuring 34.9505 acres |
| 3. | Name of the Licensee | 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-369/JD(BS)/2012/4508 dated 28.03.2012 |
| 5. | Total no. of Apartments as per Approved Building Plan | General = 1320, EWS = 237
Out of which Block (S,T,U)= 24 |
| 6. | Community site | 1 Primary School, 3 Nursery Schools |
| 7. | Name of the Colony | Select Homes at NTH 90 DLF Gardencity,
Sector-90, Gurgaon |

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.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)



For booking information please contact

DLF Sales Office, Ground Floor, DLF Centre, Sansad Marg, New Delhi-110001

Tel : +91 11 42102030, visit us at www.dlf.in