



**Application for allotment of an apartment in  
The Belaire in Zone 8 of Phase V of DLF City  
(earlier known as DLF Qutab Enclave Complex), Gurgaon (Haryana)**

DLF Limited  
DLF Center, Sansad Marg  
New Delhi-110001

Dear Sirs,

- a. The Applicant understands that the Company (hereinafter defined) is promoting the Said Complex (hereinafter defined).
- b. The Applicant requests that the Applicant may be allotted an apartment and/or 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
- c. The Applicant has read and understood the terms and conditions of this Application, stated hereinafter and is agreeable to the same.
- d. The Applicant encloses herewith a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by Bank Draft/ Cheque No. \_\_\_\_\_ drawn in favour of the Company payable at \_\_\_\_\_ as booking amount.
- e. The Applicant agrees that if the Company allots the Said Apartment (hereinafter defined) then the Applicant agrees to pay the Total Price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by the Applicant and/ or as and when demanded by the Company or in accordance with the terms of this Application / Agreement (hereinafter defined) that shall be executed by the Company, on the Company's standard format.
- f. The Applicant has clearly understood that by submitting this Application the Applicant 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. The Applicant further understands that it is only after issuance of the allotment letter, the allotment will get confirmed and after the Applicant 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. If the Applicant fails to execute and return the Agreement within thirty (30) days from the date of its dispatch by the Company then the Company shall have the discretion to treat this Application as cancelled and on such cancellation the Earnest Money (hereinafter defined) alongwith the Non Refundable Amounts (hereinafter defined), paid by the Applicant shall stand forfeited. The Applicant understands that if for any reasons, the Company is not in a position to finally allot the Said Apartment within a period of one (1) year from the date of this Application, the Company shall refund the amounts deposited by the Applicant with simple interest @ 6 % per annum calculated for the period such amounts have been lying with the Company for which the Applicant will give notice to the Company after the expiry of one year. The Company shall refund such amounts within 30 days of receipt of such notice from the Applicant. The Applicant understands that the Company shall have no other liability of any kind except the refund of this amount.
- g. The Applicant acknowledges that the Company has provided all the information and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same and the Applicant has relied on his/her own judgment and investigation in deciding to apply for purchase 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. 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.
- h. Notwithstanding anything contained herein in this Application, the Applicant understands that the Application will be considered as valid and proper only on realization of the amount tendered with this Application.
- i. The Applicant agrees to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, charges, rates, Taxes (hereinafter defined), cesses, levies, etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement.

**The particulars of the Applicant(s) are given below for Company's 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.....

Please affix  
your  
photograph  
here

Mailing Address.....  
.....  
Tel No..... Fax No.....  
Office Name & Address.....  
.....

.....Tel.Nos.....  
Email ID..... Mobile.....

(ii) JOINT OR 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.....  
.....

Please affix  
your  
photograph  
here

Tel No..... Fax No.....  
Office Name & Address.....  
.....  
.....Tel.Nos.....

Email ID..... Mobile.....  
OR

\*M/s. ....  
a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorised by resolution dated \_\_\_\_\_ Shri/Smt. \_\_\_\_\_ (copy of the resolution signed by all Partners required). PAN/TIN: \_\_\_\_\_ Registration no. \_\_\_\_\_

\*\*M/s. ....  
a Company registered under the Companies Act, 1956, having its corporate identification no. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ through its duly authorised signatory Shri/Smt. \_\_\_\_\_ authorised by Board resolution dated \_\_\_\_\_ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN: \_\_\_\_\_

(\*\*Delete whichever is not applicable)

2. DETAILS OF APARTMENT

Apartment No. : \_\_\_\_\_ Block : \_\_\_\_\_ Floor: \_\_\_\_\_  
Super area : \_\_\_\_\_sq.mtr.(approx) \_\_\_\_\_sq.ft.(approx.)  
No. of Parking Space(s): Two (2)  /Three (3)   
Parking Space(s) No: \_\_\_\_\_

3. DETAIL OF PRICING

Basic sale price (super area): @ Rs. \_\_\_\_\_/- per sq. mtr. (Rs \_\_\_\_\_/-per sq. ft.) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).  
Cost of the Parking Space(s):Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
PLC, as applicable @Rs. \_\_\_\_\_/- per sq. ft. (Rs. \_\_\_\_\_sq. mtr.) of the super area aggregating to Rs. \_\_\_\_\_/-  
Total Price payable for the Said Apartment: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

4. DECLARATION:

The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed there from.

Date \_\_\_\_\_

Place \_\_\_\_\_

Yours faithfully

X

Signature of First Applicant

X

Signature of Second Applicant

RECEIVING OFFICER

Name : .....

Signature : .....

Date : .....

1. ACCEPTED  / REJECTED

2. DETAILS OF APARTMENT

Apartment No. : \_\_\_\_\_ Block : \_\_\_\_\_ Floor: \_\_\_\_\_

Super area : \_\_\_\_\_sq.mtr.(approx) \_\_\_\_\_sq.ft.(approx.)

No. of Parking Space(s): Two (2)  / Three (3)

Parking Space(s) No: \_\_\_\_\_

3. DETAIL OF PRICING

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

Cost of the Parking Space(s):Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

PLC, as applicable @Rs. \_\_\_\_\_/- per sq. ft. (Rs. \_\_\_\_\_sq. mtr.) of the super area aggregating to Rs. \_\_\_\_\_/-

Total Price payable for the Said Apartment: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

4. PAYMENT PLAN: Down Payment Plan  /Installments

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/ THROUGH SALES ORGANISER (BROKER)

8. Broker's Name, 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 / 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.
- (g) For Partnership Firm: Partnership deed and authorization to purchase.

Date .....

Place.....

ED- MARKETING

Signature.....

**TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION  
FOR ALLOTMENT OF AN APARTMENT IN THE BELAIRE in  
Zone 8 of Phase-V, DLF City, Gurgaon**

The terms and conditions given below are merely indicative and are more comprehensively set out in the Agreement which upon execution shall supersede. The Applicant shall sign all the pages of this Application in token of the Applicant's 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.

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

“**Additional PLC**” means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located, calculated on per sq. feet basis of the super area of the Said Apartment.

“**Agreement**” means the apartment buyer's agreement to be executed by the Applicant and the Company on the Company's standard format.

“**Applicant**” means person (s), applying for allotment of the Said Apartment, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

“**Application**” means whole of this Application form including all annexures, schedules, terms and conditions for allotment of the Said Apartment in the Said Complex.

“**Company**” means DLF Limited, having its registered office at DLF Centre, Sansad Marg, New Delhi-110001, and includes its affiliates, sister concerns, subsidiary (ies), associate (s) and holding company.

“**Earnest Money**” means 10% of the Total Price of the Said Apartment payable by the Applicant.

“**EDC**” shall mean the charges for external development levied/ leviable on the Said Complex (by whatever name called or in whatever form) imposed by Government Authority and includes any increase in such charges.

“**Foot Print**” means 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 (a) 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 a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (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.

“**IBMS**” means the interest bearing maintenance security to be paid by the Applicant 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. 100/- 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.

“**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;

“**Maintenance Agency**” means the person (s) who shall carry out the maintenance and upkeep of the Said Complex and who shall be responsible for providing the maintenance services within the Said Complex/ Said Building/ Said Apartment, which can be the Company or association of apartment owners or such other agency/ body/ company to whom the Company may handover the maintenance of the Said Complex.

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

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

**“PLC”** means charges for the preferential location of the Said Apartment payable/ as applicable to be calculated on the per sq. ft./per sq. mtr. basis of super area of the Said Apartment, as mentioned in item no. 3 of this Application hereinabove.

**“Said Apartment”** shall mean the specific apartment applied for by the Applicant in the Said Building, details of which has been set out in the Application and includes any alternative apartment, if allotted to the Applicant in lieu of the Said Apartment.

**“Said Building”** means the building in the Said Complex, as mentioned in this Application in which the Said Apartment may be located.

**“Said Complex”** means the complex to be developed on Said Land under the name and style of “The Belaire” as per the buildings plans as approved by the competent authority, comprising of residential apartments, buildings, club house, etc.

**“Said Land”** means the land admeasuring approximately 6.67 acres situated at Zone 8, Phase-V, DLF City, Gurgaon

**“Taxes”** shall mean any and all taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/ fund, service tax, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development/ construction of the Said Apartment/ Said Building/ Said Complex.

**“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), calculated on per sq. feet/per sq.mtr. basis of the super area of the Said Apartment and cost of Parking Space(s) but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application / Agreement, including but not limited to -

- i) IDC, increase in IDC, increase in EDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Complex.
- ii) IBMS.
- iii) Maintenance charges, Additional PLC, 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. which shall be borne and paid by the Applicant.
- v) Taxes.
- 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.
- ix) Any other charges that may be payable by the Applicant 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 in accordance with the terms and conditions of the Application / Agreement and as per the demand raised by the Company from time to time.

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.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement which upon execution shall supercede the terms and conditions set out in this application.

1. The Applicant 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 Building/ Said Complex and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Said Apartment/ Said Building/ Said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and can not be withdrawn.
2. The Applicant shall pay the Total Price of the Said Apartment in accordance with the payment plan opted by the Applicant and in addition, the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/or the Agreement in accordance with the demand raised by the Company from time to time. The Applicant agrees and understands that the Total Price of the Said Apartment and other charges are calculated on the basis of the super area of the Said Apartment which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant that the definition of super area and apartment area shall be more clearly defined in the Agreement and the Applicant affirms to be bound by the same.
3. Subject to the other terms and conditions of this Application/Agreement, on and after the payment of the Total Price and other charges and dues as per the Application/ Agreement, the Applicant 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; (iii) right to exclusive use of the Parking Space (s); and (iv) undivided proportionate interest in the Foot Print of the

Said Building calculated in the ratio of super area of the Said Apartment to the total super area of all apartments in the Said Complex (Although the Applicant shall not be making any payment towards the land/ Foot Print)

4. The Applicant agrees that the Applicant shall not have any right in any commercial premises, building, shops, community centers, club and school, if any, constructed in the Said Complex. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant 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 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 in its sole discretion.
- 5 (a) The Applicant agrees and understands that the Said Apartment / Said Building/ Said Complex may be subject to the 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 Act) shall be conclusive and binding on the Applicant. The Applicant 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 shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Applicant shall be required to join the society/association of the owners of the apartments and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
- (b) The Applicant agrees 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 interest in the Foot Print of the Said Building and in common areas and facilities in any declaration with respect to the Said Apartment.
6. The Company may give timely payment rebate on timely payment of all the amounts payable under and in accordance with this Application/ Agreement.  
  
If the Applicant has opted for a down payment plan, then the Applicant may be given the timely payment rebate provided the Applicant makes payment of the balance amount within 30 days from the date of booking.  
  
If the Applicant has opted for instalment payment plan, then the Applicant may be given the timely payment rebate provided the Applicant has made timely payment of all the instalments as per the schedule of payments attached with the Agreement and also of all amounts/charges, security amounts in accordance with the Application/ Agreement. The adjustment of the timely payment rebate will be done at the time of payment of last instalment payable by the Applicant at the time of offer of possession and not earlier.
7. The Applicant agrees and understands that in addition to Total Price, the Applicant shall be liable to pay all Taxes, which shall be charged and paid as follows:
  - a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant 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, school etc. in the Said Complex.
  - b) The Company shall periodically intimate the Applicant, 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 and the Applicant shall make payment of such amount within thirty (30) days of such intimation.
8. The Applicant agrees that if due to any change in the lay-out plan/building plan of the Said Complex/ Said Building/ Said Apartment -:
  - a) The Said Apartment ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be refunded without any interest and such refund shall be made / adjusted in the last installment as stated in the payment plan opted by the Applicant.
  - b) The Said Apartment becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant shall pay PLC of the Apartment to the Company as applicable and as demanded by the Company.
  - c) The Said Apartment becomes additionally preferentially located, the Applicant shall pay Additional PLC to the Company as applicable and in the manner as demanded by Company.

The Applicant 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/ Said Apartment or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.
- 9(a). The Applicant agrees to make payment of any further increase in EDC, 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. The pro-rata demand made by the Company to the Applicant with regard to EDC/ increase in EDC shall be final and binding on the Applicant. If the EDC/ increased EDC is not paid, then same shall be treated as non-payment of the charges 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. If the EDC/ increased EDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Apartment/ Parking Space(s) and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Apartment/ Parking Space(s) till such unpaid charges are paid by the Applicant.

- (b) The Applicant agrees that any payment towards IDC levied/leviable by the Government or any other competent authority(ies) shall be paid by the Applicant, and any further increase in IDC, 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. The pro-rata demand made by the Company to the Applicant with regard to IDC/ increase in IDC shall be final and binding on the Applicant. If the IDC/ increased IDC is not paid, then same shall be treated as non-payment of the charges 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. If the IDC/ increased IDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Apartment/ Parking Space(s) and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Apartment/ Parking Space(s) till such unpaid charges are paid by the Applicant.
10. The rate mentioned in this application is inclusive of the cost of providing electric wiring, switches, ceiling fans in all the rooms, exhaust fan in toilets & kitchen, ceiling light fitting in passage, balconies & toilets only (except for servant/utility toilet), in each apartment and fire fighting equipments in the common areas only as prescribed in the existing fire fighting code/ regulations and Power backup of 13KVA for Apartments in building A, B, C and 16KVA for Apartments in building D & E at 70% load factor and overall diversity of 70% in addition to that for common areas and services. Price does not include the cost of electric meter which shall be got installed by the Intending Allottee at his/ her own cost. If, however, due to any subsequent legislation/ Government order for directives or guidelines or if deemed necessary by the company or any of its nominees, additional fire measures are undertaken, then the Intending Allottee agrees to pay the additional expenditure incurred thereon a pro rata basis along with other allottees as determined by the company in its absolute discretion
11. The Total Price includes the cost of equipments/appliances as mentioned in specifications. All the equipments/appliances provided in the Said Apartment / Said Complex are mainly indicative and subject to change. The Allottee further agrees and understands that the Company shall have the option to choose the brand of the equipments/appliances to be installed and the Allottee shall not have the right to raise any dispute or claim with regard to the brand installed by the Company in the Said Apartment.
12. The Allottee agrees and understands that the Company is not giving any warranty or guarantee with regard to the equipments/appliances installed in the Said Apartment. The guarantee and warranty is of the manufacturer/supplier as per the terms & conditions mentioned in the warranty/guarantee issued by the manufacturer and supplier with regard to the equipments/appliances. The guarantees/warranties issued by the suppliers / manufacturers of all the equipments, equipments/appliances provided in the Said Apartment will be handed to the Allottee at the time of possession. Thereafter, the Company shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed in the Said Apartment. The Company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipments/appliances installed in the Said Apartment. The Allottee agrees and understands that the Allottee shall be responsible for operation and maintenance of the equipments/appliances and any consequences thereof.
- The brands of the equipments/appliances mentioned in specifications are only indicative and subject to change at the sole discretion of the Company and the Applicant shall have no right to raise any dispute, claim in this regard.
13. The Applicant agrees that the Company or its subsidiaries/affiliates may at their sole discretion and subject to such Government approvals as may be necessary, enter into an arrangement of generating and / or supplying power to the various projects within or outside the Said Complex in which the Said Apartment is located. In such an eventuality, the Applicant fully concurs and confirms, that the Applicant shall have no objection to such arrangement for generating and / or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to the Said Apartment directly and has noted the possibility of its being to the exclusion of power supply from DHBVN/State Electricity Boards (SEBs) / any other source. The Applicant further agrees that this arrangement could be provided by the Company or its agents directly or through the respective society/association of apartment owners. It is further agreed by the Applicant that the Company or its subsidiaries /affiliates shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Company or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment / plant may be located anywhere in or around, within or nearby the Said Complex.
- It is further agreed and confirmed by the Applicant that the Company or its subsidiaries/ affiliates shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by DHBVN/State Electricity Boards. The Applicant agrees and confirms that he shall pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the society/association of owners respectively, for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates. The Applicant confirms and understands that such power generating and / or supplying equipment may during its operation cause inconvenience to the Applicant and the Applicant shall have no objection to the same. The Applicant shall be liable to pay the consumption charges. The Applicant shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Applicant ownership of the Said Apartment. This clause shall survive the conveyance of the Apartment or any subsequent sale / resale or conveyancing thereof.
14. The Applicant understands that it is mandatory to purchase three (3) Parking Spaces alongwith an apartment in building no. A, C, D, E and two (2) Parking Spaces alongwith an apartment in building no. B. The Parking Space(s) allotted to the Applicant shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. The Applicant may apply for additional parking space(s) 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 agrees that parking space(s) allotted to the Applicant shall not form a part of common areas of the Said Apartment/ Said Building/ Said Complex for the purpose of the declaration which may be filed by the Company under the Act.



15. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this Application / Agreement.
- 15(i) The Applicant has seen and accepted the plans and has applied for the allotment of the Said Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number 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 at the sole discretion of the Company and may also change due to changes/modification required by the competent authority. The Applicant hereby agrees that the Company is fully entitled to increase/change in the number of floors or the location of the Said Apartment in any of the buildings and/or the height of the Said Building and the Applicant shall have no right to object to the same.

However, in case of any major alteration / modification resulting in more than 10% change in the super area of the Said Apartment or material change 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 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 refunded to him by the Company as the case may be. The Applicant agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant 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's only liability will be to refund the entire money received from the Applicant along with interest @ 6% per annum only and the Applicant agrees that the Applicant shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/ dispose off the Said Apartment in a manner in which it may deem fit.

The Applicant 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 on which such areas were sold / charged.

16. The Applicant 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 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 till the Said Apartment is assessed separately.
17. The Applicant agrees to pay applicable club charges/ club membership fees for the club facilities (if provided). The amount shall be paid as and when demanded by the Company. The actual usage will be payable as per the usages and service availed by the Applicant and the Applicant will be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions.
18. The Applicant 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.

The Applicant agrees and acknowledges that the Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Applicant, alongwith 6% interest per annum from the date of receipt of such amount and the Applicant shall have no other claim of any nature whatsoever.

19. Subject to other terms of this Application and the Agreement including but not limited to clause 18 above and timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Company shall endeavour to complete the construction of the Said Apartment within twenty four (24) months from the date of booking by the Applicant and thereafter the Company shall offer the possession of the Said Apartment to the Applicant. Any delay by the Applicant in taking the possession would attract charges @ Rs.10/- per sq. ft. per month of the super area of the Said Apartment for any delay of one month or any part thereof. Subject to the terms and conditions of the Agreement, in case of delay (except for Force Majeure conditions) by the Company in completion of the construction of the Said Apartment, the Company shall pay compensation @ Rs.10/- per sq. ft. per month of the super area of the Said Apartment to the Applicant, which both parties agree is a just and equitable estimate of the damages that the Applicant may suffer and the Applicant agrees that it shall have no other rights/claims whatsoever, provided the Applicant is not in breach of any of the terms of this Application / Agreement. The adjustment of such compensation shall be done at the time of execution of conveyance deed.
20. The Applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/ Said Building may be handed over to the Maintenance Agency. The Applicant agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills/ charges thereof. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/ payable from the date of grant of occupation certificate/ expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Applicant shall pay the IBMS at the time of offer of possession or as and when demanded by the Company for securing the maintenance charges payable for the maintenance and upkeep of the Said Complex and also include any further increase in such charges.

21. The Applicant shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/ conveyance deed of the Said Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant fails to deposit the such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Apartment and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Applicant, without any interest, upon realization of money from resale / re-allotment to any other party, provided that the Applicant is not in breach of any terms of this Application/ Agreement.
22. The Apartments (except utility/ servant's room & all toilets) are proposed to be provided with Air conditioning through energy efficient VRV/ VRF System of approximate 9-12 Ton installed indoor capacity for block A, B, C & 11-15 Ton for block D & E as applicable.
23. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable amount 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 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 shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. The Company shall thereafter be free to resell and/or deal with the Said Apartment in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Apartment but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the Applicant is less than the Earnest Money and the Non-Refundable Amounts then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.
24. 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% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18 % per annum
25. The Company may, at its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Applicant to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the Company may impose. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of allotted apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination / transfer/ assignment of the apartment by any authority, the Company will have to comply with the same and the Applicant has specifically noted the same.
26. The Applicant 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 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.
27. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks, for the purchase of the Said Apartment, the conveyance of the Said Apartment in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks
28. The Applicant agrees that in case the Applicant is an NRI or non-resident / foreign national of Indian origin / foreign nationals / foreign companies 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 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.
29. The Applicant 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. In case of joint applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all applicants.
30. The Applicant hereby covenants with the company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.
31. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
32. The Applicant understands that the final allotment of the Said Apartment is entirely at the discretion of the Company.
33. The Applicant understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the apartments in the Said Complex/ Said Building to anybody or altogether decide to put at

abeyance the project itself, for which the Applicant 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.

34. The Applicant 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 and the Applicant shall not raise any objection in this regard.
35. The Applicant agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with 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 Gurgaon only. The courts at Gurgaon shall alone have the jurisdiction.

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

Date:

Place:



SIGNATURE OF THE FIRST APPLICANT

SIGNATURE OF THE SECOND APPLICANT