

27. The Applicant(s) understands that the Company may at its sole discretion decide not to allot any or all the Independent Floor(s) in the 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). In such case, the Applicant(s) shall be entitled to refund the entire amount with 6% interest. The Applicant(s) understands that he shall have no other right or claim as mentioned hereinabove.
28. 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 have a right to raise any objection in this regard.
29. The Applicant(s) agrees that in the event of any dispute or differences arising out 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(s) and the Company shall be referred to a sole arbitrator to be appointed by the Managing Director of 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 DLF City, Gurgaon, Haryana only. The Courts at Gurgaon, Haryana alone shall have jurisdiction.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date:.....

Place: .....

**SIGNATURE OF THE APPLICANT(S)**

# new town heights

**DLF GURGAON**

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## Application for Allotment of "Independent Floor" in New Town Heights, Sector-86/90/91, Gurgaon, Haryana.

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

Dear Sirs,

The Applicant(s) understand that M/s. DLF Home Developers Ltd., (hereinafter referred to as the "Company") pursuant to an arrangement with other companies is coming out with a residential project under the name and style of "New Town Heights" in Sector-86/90/91, Gurgaon.

The Applicant(s) after understanding and agreeing to the terms and conditions of this Application, stated hereinafter is making this Application.

The Applicant(s) hereby requests that the Applicant(s) may be provisionally allotted the Said Independent Floor in the Said Complex under the Company's Down Payment Plan  / 2½ year Installment Payment Plan

I/we have read and understood the terms and conditions of this Application, stated hereinafter and is/are agreeable to the same.

The Applicant(s) enclose herewith a sum of Rs...../-(Rupees.....only) by Bank Draft/Cheque No.....dated.....drawn no.....in favour of 'DLF Home Developers Ltd'. payable at.....as Earnest Money of the Said Independent Floor.

In the event of the Company agreeing to provisionally allot the Said Independent Floor, the Applicant(s) agree to pay installments of Total Price as per the payment plan opted by the Applicant(s) and to pay all other dues as stipulated in this Application and the Agreement that shall be executed by the Applicant(s) and the Company on the Company's standard format and /or as may be intimated by the Company from time to time. The Applicant(s) has clearly understood that this Application does not constitute an agreement to sell and the Applicant(s) do not become entitled to the provisional and /or final allotment of the Said Independent Floor in the Said Building, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money deposited with this Application. It is further understood that only on signing and executing the Agreement by the Applicant(s) and agreeing to abide by the terms and conditions laid down therein that the provisional allotment shall become final and binding upon the Company. The Applicant(s) is aware that the building plans for the Said Building / Said Complex / Said Independent Floor are not yet sanctioned by the Director Town and Country Planning, Chandigarh, Haryana and in case for any reasons the layout plans are changed or the Company decides to carry out changes with regard to the layout plans then an alternate independent floor may be allotted to the Applicant(s). The Applicant(s) has instructed the Company that if for any reasons other than reasons attributable to the Applicant(s) the Company is not in a position to finally allot the Said Independent Floor within a period of 2(two) months from the date of this Application or the Company decides to abandon the project, the Company may refund the Earnest Money deposited by the Applicant(s) with simple interest @ 6% per annum from the date of deposit of the amounts. In such a case the Applicant(s) shall have no other right to raise any dispute or claim of any nature whatsoever.

The Applicant(s) hereby agree to abide by the terms and conditions of this Application including those relating to payment of Total Price, Taxes, cesses, levies, if any, and other deposits, charges, rates, interest on delayed payments, etc. and forfeiture of Earnest Money as laid down herein.

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

1 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.....  
 Email ID.....Mobile.....

2. 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.....  
 Email ID.....Mobile.....



3. DETAILS OF SAID INDEPENDENT FLOOR

Independent Floor No.:.....Super Area:.....sq.ft. (and.....sq. mtrs)

DETAILS OF PRICING:

Basic sale price super area	:	Rs.....per sq. ft of the Rs.....per sq. mt.)
Cost of Parking (as applicable)	:	Rs...../-
Preferential location charges, as applicable	:	Rs...../-
	:	*@ Rs...../- per sq. ft. (and.....sq. mtr.)of the super area for green facing Independent Floor aggregating to Rs...../-
	:	*@ Rs...../- per sq. ft. (and .....sq. mtr.) of the super area for green & pool/club facing Independent Floor aggregating to Rs...../-
EDC/IDC	:	Rs...../-sq.ft/ sq.mt.
Total Price payable for the Said Independent Floor with/without* preferential location charge: Rs...../-		
(Rupees .....)		

\*Strike whichever is not applicable.

4. DECLARATION:

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

Date.....

Yours faithfully,

Place .....

Signature of First Applicant

Signature of Second Applicant

.....FOR OFFICE USE ONLY.....

RECEIVING OFFICER

Name.....

Signature.....

Date : .....

1. ACCEPTED / REJECTED

2. Independent Floor No.....Super area.....sq. mtr.(approx.).....sq. ft.(approx.)

Parking Space(s) No.....Type: Covered (Basement/ Stilts)/ Open

3. Basic Sale Price(super area) : Rs.....per sq. ft.  
Rs.....per sq. mtr)

Cost of Parking (as applicable) : Rs...../-

Preferential location Charges, as applicable : Rs...../-

: \*@ Rs...../- per sq. ft.  
(and.....sq. mtr.) of the super area for green facing Independent Floor aggregating to  
Rs...../-

: \*@ Rs...../- per sq. ft.  
(and.....sq. mtr.) of the super area for green & pool/club facing Independent Floor aggregating to  
Rs...../-

EDC/IDC : Rs...../-sq. mtr s/sq.ft.

Total Price payable for the Said Independent Floor with/ without\* preferential location charge: Rs...../-

(Rupees.....)

4. PAYMENT PLAN: Down Payment  2 1/2 years Installment

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

6. Provisional receipt no...../-dated...../-

7. BOOKING: DIRECT  THROUGH SALES ORGANIZER

8. Sales Organiser's (Broker's) Name & Address, Stamp with signature: .....

9. Remarks.....

DATE .....

Place

Authorised Signatory

Signature.....

**TERMS AND CONDITIONS  
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL  
ALLOTMENT OF AN INDEPENDENT FLOOR IN  
NEW TOWN HEIGHTS, SECTOR-86/90/91, GURGAON**

The terms and conditions given below will be more comprehensively set out in the Agreement. The Applicant(s) shall sign all the pages of this Application in token of the Applicant(s) having agreed to and abide by the terms and conditions contained herein.

**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 statutory enactment or modification 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 on the Company's standard format.

**“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 as acknowledgement of having agreed to the terms and conditions of this Application.

**“Application”** shall mean this application form for provisional allotment of the Said Independent Floor in the Said Complex.

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

**“Earnest Money”** shall mean a sum of Rs.10,00,000/- (Rupees Ten Lacs Only) or 10% of the Total Price of the Said Independent Floor including the Parking Spaces

**“EDC”** means the external development charges levied/leviable on the Said Complex by the Haryana Government and/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”** means the precise land underneath the Said Building.

**“IBMS”** means the interest bearing maintenance security to be paid by the Applicant(s) for the maintenance and upkeep of the Said Complex to be paid as per the payment plan, to the Company or the Maintenance Agency @ Rs.50/- per sq. ft. of the super area of the Said Independent Floor.

**“IDC”** means the charges levied/leviable by the Government of Haryana or any other authority with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities, 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.

**“Maintenance Agency”** means the Company or association of Independent Floor allottees or such other agency/ body/ Company, to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex.

**“Maintenance Charges”** shall mean the charges levied by the Maintenance Agency for the maintenance and upkeep of the Said Complex.

**“Said Independent Floor”** means the independent floor details of which have been mentioned hereinabove in this Application and includes any alternative Independent Floor in lieu of the Said Independent Floor, which the Company may allot in accordance with the terms and conditions contained herein.

**“Said Complex”** means a complex consisting of group housing, Independent Floors and Town House (s) to be developed on 29.663 acres (approx) of land, located at Sector-86, Gurgaon, Haryana, which also includes the Said Independent Floor to be developed /constructed in the Said Building, as per the layout plans approved by the competent authority.

**“Taxes”** mean any and all taxes paid or payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cesses, educational cess or any other taxes, charges, levies by whatever name called, levied and collected by any agency/authority of the State, in connection with the development/ construction of the Said Complex and/or construction of the Said Independent Floor.

**“Total Price”** means the price of the Said Independent Floor inclusive of the preferential location charges, if the Said Independent Floor is preferentially located, prorata share of EDC, IDC, cost of providing electric wiring in the Said Independent Floor. The Total Price does not include other amounts, charges, security amount etc., payable as per the terms of the Agreement including:

- (i) IBMS
- (ii) Additional IDC/EDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Complex.
- (iii) Maintenance Charges, additional preferential location 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. which shall be borne and paid by the Applicant(s).
- (v) Taxes:
  - (a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s) to the Company in addition to the Total Price. The proportionate share shall be the ratio of the super area of the Said Independent Floor to the total super area of all the Independent Floors in the Said Complex.
  - (b) The Company shall periodically intimate to the Applicant(s) herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above and the Applicant(s) shall make payment of such amount within 30 (thirty) days of such intimation.
- (vi) The cost for installation of the equipment for procuring and supplying electricity and the cost for electric and water meter as well as charges for water and electricity connection
- (vii) The cost of increase in price due to increase in super area of the Said Independent Floor
- (viii) 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.

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.

1. The Applicant(s) has applied for provisional allotment of the Said Independent Floor 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 Independent Floor and has also satisfied himself about the arrangements/ title/ interest/ rights of the Company in the land on which the Said Complex/ Said Independent Floor is being constructed/ developed. The Applicant(s) shall pay the Total Price of the Said Independent Floor and other charges calculated on the basis of super area of the Said Independent Floor, which shall be more clearly defined in the Agreement and the Applicant(s) affirms to be bound by the same.
2. The Applicant(s) shall not have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Foot Print of the Said Building in which the Said Independent Floor will be constructed, 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 Applicant(s) acknowledges that the Company shall be carrying out extensive developmental/ construction activities for many years in future in the entire area falling within/ outside the Said Complex and that the Applicant(s) shall not have a right to 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. The Company shall remain the owner of all land(s), facilities and amenities (other than the Said Independent Floor), 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, semigovernment, any other authority, body, any person, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion.
3. The Said Independent Floor may 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, if filed by the Company in compliance of the Act shall be conclusive and binding upon the Applicant(s) and the Applicant(s) agrees and confirms that his right, title and interest in the Said Independent Floor shall be limited to and governed by what is specified by the Company in the declaration. The Applicant(s) shall join any society/ association of the Independent Floor owners and to 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. The Applicant(s) agrees that the Company may in its sole discretion or for the purpose of complying with the provisions of/ or any other applicable laws substitute the method of calculating the proportionate interest in the common areas and facilities in the declaration if to be filed under the Act.
5. The Applicant(s) agrees that if due to any change in the lay-out plan / building plan of the Said Complex / Said Independent Floor:
  - 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 last installment as stated in the payment plan opted by the Applicant(s)
  - b) the Said Independent Floor becomes additionally preferentially located, the Applicant(s) shall pay additional PLC to the Company as applicable and in the manner as demanded by Company.
  - c) the Said Independent Floor becomes preferentially located the Applicant(s) shall pay PLC of the Said Independent Floor to the Company as applicable and as demanded by the Company

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 Building / Said Complex or otherwise, the Applicant(s) shall have no other right or claim except as mentioned hereinabove .

- 6(a) The applicant agrees that any payment towards EDC levied/leviable by the Government of Haryana or any other competent authority(ies) shall be paid by the Applicant. The pro rata share of EDC as levied by the Government of Haryana upto the date of issue of licenses originally paid by the Company as applicable to the Said Independent Floor is already included in the Total Price payable by the Applicant and any further increase in EDC by whatever name called or in whatever form and with all such conditions imposed, by the Haryana Government and/or any competent authority(ies) shall be paid by the Applicant on pro-rata basis. If such charges are increased (including with retrospective effect) after the conveyance deed has been executed then the Applicant undertakes to pay such charges directly to the government agency or department concerned or to the Company forthwith of the Company raising such demand on the Applicant. In the event of such charges remaining unpaid, the Applicant agrees that same shall be treated as unpaid sale price of the Said Independent Floor and the Company shall have first charge and lien over the Said Independent Floor and an unfettered right to resume the Said Independent Floor and the Applicant shall have no right, title and interest left in the Said Independent Floor.
- (b) In addition to the EDC, as mentioned in Clause 6.(a) hereinabove, the Government of Haryana or any other authority, with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. may impose/levy additional levy(ies), fees, cesses, charges etc. in the nature of infrastructure charges and or by whatever name called either existing or leviable in future and in that event, the Applicant agrees to pay the same either directly to the concerned authorities or if paid by the Company or demanded from the Company, pay the same to the Company on pro-rata basis. In case such IDC are levied/demanded by the government from the Company with retrospective effect, the Applicant shall be liable to pay the same on demand being raised by the Company on pro-rata basis as stated hereinabove. In case the conveyance deed has already been executed in favour of the Applicant by the Company and the demand of IDC has been made by the concerned authority after the execution of such conveyance deed, then in that event the pro-rata demand made by the Company on the Applicant shall be treated as unpaid sale price of the Said Independent Floor and the Company shall have first charge and lien on the Said Independent Floor to the extent of such unpaid amount till such amount is paid to the Company.
7. The Total Price is inclusive of cost of providing electric wiring in each Independent Floor. At present there is no legislation/government orders to provide for any fire fighting system inside the Independent Floor and if the Applicant desires it may be installed by the Applicant at its own cost, if, however, due to any subsequent legislation, government orders or directive or deemed necessary by the Company or any of its nominee, any fire safety measures are undertaken in the Independent Floor/Said Building, then the Applicant agrees to pay the additional expenditures incurred thereon fully if it is within the independent floor or on a prorata basis if it pertains to common installation in the said Building as determined by the Company in its sole discretion.
8. The Applicant(s) agrees that it is mandatory for the Applicant(s) to purchase 2 (two) parking spaces alongwith booking of the Said Independent Floor and agrees to abide by the above stipulations. It is also understood by the Applicant(s) that the allotment of the parking spaces shall be an integral part of the purchase of the Said Independent Floor and the Applicant(s) shall not be entitled to sell/deal with the parking spaces independent of the Said Independent Floor. All clauses of this Application and the agreement pertaining to allotment/possession/cancellation etc., shall apply mutatis-mutandis to the parking spaces, wherever applicable. The Applicant(s) may apply for additional parking spaces at a price fixed by the Company. The Applicant(s) agrees that the price of the Said Independent Floor is exclusive of the reserve car parking spaces allotted to the applicant for its exclusive use. The Applicant(s) agrees that all reserved parking spaces allotted to the occupants shall not form part of the common areas of the Said Independent Floor/Said Building for the purposes of the declaration which may be filed by the Company under the Act.
9. The Applicant(s) hereby agree that the Company shall be entitled to forfeit the Earnest Money along with the interest on delayed payments and brokerage paid, if any, etc in case of non-fulfillment of the terms and conditions herein contained and those of the Agreement and also in the event of 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.
10. The Applicants agrees that the Company or its agents 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 complexes within or outside the DLF City, Gurgaon (Haryana) including Said Complex in which the Applicant(s) may be owning the Said Independent Floor. In such an eventuality the Applicant(s) fully concurs and confirms that he 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 Applicant(s) 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(s) further agrees that this arrangement could be provided within the various complexes of DLF City, Gurgaon by the Company or its agents directly or through the respective association of respective owners. It is further agreed by the Applicant(s) that the Company or its agents 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 agents in their sole discretion from time to time. It is also understood that the said equipment / plant may be located anywhere in or around DLF City, Gurgaon including within or nearby the Said Complex.
- It is further agreed and confirmed by the Applicant(s) that the Company or its agents 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 the DHBVN/State Electricity Boards. The Applicant(s) agrees and confirms that he shall pay the amount based on the tariff to the Company or its agents directly or through the association of respective 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 agents. The Applicant(s) also confirms that he has understood that such power generating and / or supplying equipment may during its operation cause inconvenience to the Applicant(s) and the Applicant(s) shall have no objection to the same. The Applicant(s) shall be liable to pay the consumption charges. The Applicant(s) shall not have a right to not 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(s) ownership of the Said Independent Floor. This clause shall survive the conveyance of the Said Independent Floor or any subsequent sale / resale or conveyancing thereof.
11. The Applicant(s) agrees that time is the essence with respect to payment of the Total Price by the Applicant(s) and other charges including but not limited to stamp duty, registration fee, IBMS and other charges, deposits stipulated under this Application and the Agreement to be

paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform / observe all other obligations of the Applicant(s) under this Application and the Agreement. The Company is not under any obligation to send reminders for the payments to be made by the Applicant(s), as per schedule of payments and for the payments to be made as per demand by the Company

12. The Applicant(s) has inspected and accepted the plans and has applied for the provisional allotment of the Said Independent Floor with the specific knowledge that the plans, designs, specifications, measurements, dimensions, location of the Said Independent Floor and all other terms and conditions are tentative and are liable to change and open to alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company or subject to changes, as may be required by the competent authority. The Applicant agrees that the Company is fully entitled to increase the number of floors in the Said Building and / or the height of the Said Building and the Applicant shall have no objection to the same. However, in case of any major alteration / modification resulting in +/-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 Company shall intimate the Applicant(s) in writing the changes thereof and the resultant change in the super area of the Said Independent Floor. The Applicant(s) shall inform the Company, in writing, its objections to the changes within thirty (30) days from the date of dispatch of such notice by the Company failing which the Applicant(s) shall be deemed to have given his consent to all the alterations/modifications and for payments/ refunds, if any and consequences thereof. If the Applicant(s) objection is received by the Company within 30 days of intimation by the Company then the Company alone in its sole discretion may decide to cancel the allotment of the Said Independent Floor and / or the Company may decide not to go ahead with such alteration or modification. In case the Company decides to cancel the allotment in such event the Company shall be liable only to refund the money received from the Applicant(s) with interest @ 6% 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 and the Applicant shall have no other right to raise any dispute or claim of any nature whatsoever.
13. The Applicant(s) agrees that in case the Company is unable to deliver the Said Independent Floor to the Applicant(s) for his occupation and use due to:
- (i) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
  - (ii) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals /sanctions /permissions for the Said Complex/ Said Independent Floor or;
  - (iii) 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;
  - (iv) due to force majeure conditions;
- then the Company may cancel the allotment of the Said Independent Floor in which case the Company shall only be liable to refund the amounts received from the Applicant(s), without any interest or compensation whatsoever and the Applicant(s) shall have no other right to raise any dispute or claim of any nature whatsoever.
- 14(a) Subject to other terms of this Application and the 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 36 (thirty six) months from the date of execution of the Agreement by the Company. Thereafter the Company shall offer possession of the Said Independent Floor to the Applicant, subject to the Applicant having complied with all the terms and conditions of the Agreement in the event of the Applicant failure to take over possession within 30(thirty) days from the date of intimation in writing by the Company, then the Applicant shall be liable to pay to the Company charges @ Rs.5/- per sq. feet of the super area of the Said Independent Floor per month for the entire period of such delay. It is clarified that these charges are in addition to the Maintenance Charges or any other charges / damages provided in this Application and the Agreement.
- (b) If the Company fails to complete the construction of the Said Independent Floor within the aforesaid period, then the Applicant(s) agrees that the Company shall be entitled to reasonable extension of time for completion of construction. The Applicant agrees that if the Company fails to offer the possession of the Said Independent Floor within aforesaid period or within the extended period then the Company agrees to pay to the Applicant(s) and not to anyone else and subject to the Applicant(s) not being in default under any term of this Application and / or Agreement compensation @ Rs.5/- per sq. ft. per month of the super area of the Said Independent Floor for the period of such delay beyond the above mentioned periods, which both parties agree is a reasonable estimate of the damages that the Applicant(s) may suffers and the Applicant(s) agrees that it shall have no other rights whatsoever. The adjustment of such compensation shall be done only at the time of conveyance deed. The Applicant(s) agrees and confirms that in the event of the Company abandoning the construction and development of the Said Independent Floor, this Application shall stand terminated as if it has been terminated with mutual consent, and subject to the Applicant(s) not being in default of any of the terms of this Application, the Company shall refund (without any interest), the amounts paid by the Applicant(s) after deducting interest on delayed payments, interest paid or payable, brokerage, if any.
15. The Applicant agrees to enter into maintenance agreement with the Maintenance Agency for the maintenance and upkeep of the Said Independent Floor / Said Complex and undertakes to pay 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 and always keep deposited with the Company or the Maintenance Agency IBMS @ Rs.50/- per sft. of the super area of the Said Independent Floor carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by the State Bank of India at the close of each financial year on 31st March.
16. The Applicant(s) agrees 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 the 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. In case of failure to pay the same within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, delayed payment interest, interest on installments paid or payable, brokerage, if paid, etc., and refund the balance amount to the Applicant(s) without any interest upon realization of money from re-sale / re-



allotment to any other party. The Applicant(s) shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and Registration Act as amended up-to-date including any actions taken or deficiencies / penalties imposed by the competent authorities.

17. The Applicant(s) agrees and undertakes that the amount of Rs.10 lacs or 10% of the Total Price whichever is higher, shall be treated as Earnest Money to ensure fulfillment of the terms and conditions of this Application and the Agreement.

In the event the Applicant(s)-

- (i) fails to perform any obligations or commit breach of any of the terms and conditions mentioned in this Application and/or the Agreement including but not limited to the occurrence of any event of default as stated in this Application and the Agreement

OR

- (ii) fails to sign and return the Agreement in original to the Company within 30 days of the dispatch date,

then the Company shall have the right to cancel/terminate the allotment or/the Agreement and forfeit without any notice to the Applicant(s) the Earnest Money, interest on delayed payment, brokerage if paid, etc. If the amount paid by the Applicant(s) is less than the forfeitable amount then the Applicant(s) undertakes to make good the shortfall of the forfeitable amount. This is in addition to any other remedy/ right which the Company may have. Thereafter the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Independent Floor. The Company shall be free to resell and/or deal with the Said Independent Floor in any manner whatsoever. The amount(s) if any, paid over and above the Earnest Money, interest on delayed payment etc., would be refunded to the Applicant(s) by the Company only after realising such amounts from resale but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Independent Floor for all its dues payable by the Applicant(s) to the Company.

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 the Applicant(s) on the condition that the Applicant(s) shall pay to the Company interest on amounts due which shall be charged for the first 90(ninety) 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 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 the Agreement and the Applicant(s) is required to comply with all its obligations on its own.
20. The Applicant(s) agree that the Application / provisional allotment is not assignable nor the name of the Applicant(s) can be substituted and deleted for a period of one (1) year from the date of execution of the Agreement. However, after expiry of one year, the Company may, at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permits the Applicant(s) to get the name of his/her nominee substituted, added, deleted in his/her place. The Company at the time of granting permission may impose such terms and conditions and charges as per its discretion. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and substitution.
21. 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.
22. The Applicant(s) agrees that in case the Applicant(s) opts for a loan arrangement with any financial institutions / banks for the purchase of the Said Independent Floor, the conveyance of the Said Independent Floor in favour of the Applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.
23. The Applicant(s) shall indemnify and keep the Company, its agents, 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 the Agreement.
24. The Applicant(s) (in case of an NRI) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999(FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant(s) only.
25. 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(s) communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all the Applicant(s).
26. The Applicant(s) understands that the provisional and/or final allotment of the Said Independent Floor is entirely at the discretion of the Company.