



**APPLICATION FOR ALLOTMENT AND SALE OF A RESIDENTIAL PLOT IN
DLF GARDEN CITY, SECTORS 91 & 92, GURGAON (HARYANA)**

Registered Office:

DLF Utilities Limited
Shopping Mall, 3rd Floor, Arjun Marg,
DLF City Phase I, Gurgaon Haryana 122002
(For short referred to as the “**Company**” in this application)

Corporate Office:

DLF Center
Sansad Marg,
New Delhi – 110 001.

Dear Sirs,

I/We request that I/we may provisionally be allotted a residential plot in DLF Garden City a plotted colony located in Sectors 91 & 92, Gurgaon (Haryana) (for short referred as the “**Said Colony**” in this Application) sanctioned under Licence(s) by the Government of Haryana, as well as the presently approved layout plan attached as **Annexure-I** to enable me/us to construct a residential building thereon under your Payment Plan as opted by me/us.

I/We remit herewith a sum of Rs. _____ (Rupees _____ only)
by Bank Draft/Cheque No. _____ dated _____ drawn on _____ as booking amount as stated in the Company’s Payment Plan attached as **Annexure II**. I/We hereby confirm that the aforesaid booking amount shall be treated by the Company as the Earnest Money and the Said Earnest Money is paid on the understanding that it shall be forfeited by the Company if I/We fail to abide by any of the terms and conditions of this Application including failing to execute and return the Plot Buyers’ Agreement to the Company within 30 days of its dispatch to me/us. In the event of the Company accepting my/our Application and agreeing to provisionally allot the plot, I/we agree to pay the balance Sale Price, External Development Charges (EDC), Infrastructure Development Charges / Infrastructure Augmentation Charges (IDC/IAC) and other Government levies /charges /taxes and all other dues as stipulated in this Application and the Payment Plan attached as **Annexure-II** and as may be stipulated in the Plot Buyers’ Agreement.

Further I/we have understood that if for any reason the Company is not in a position to confirm the allotment of the plot applied by me/us within a period of one year from the date of this Application, then I/we have stipulated and given authority to the Company to refund the amount deposited by me/us with a simple interest of 9% per annum by registered post and thereafter upon dispatch of such refund by the Company, this Application (and the Plot Buyers’ Agreement if executed) shall automatically stand cancelled and be unenforceable in any manner whatsoever and I/we shall be left with no right, title or interest in the provisional allotment of the plot and having agreed to this condition, I/we agree not to raise any dispute or claim against the Company.

I/We have clearly understood that this Application does not constitute an Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of the plot notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. I/We further understand that it is only after I/we sign and execute the Plot Buyers’ Agreement agreeing to abide by the terms and conditions laid down therein and a copy is also executed by the authorized signatory of the Company and dispatched to me/us that the allotment shall become final and binding upon the Company.

X
(Sole/First Applicant)

X
(Second Applicant)

(ii) **SECOND APPLICANT (S)**

Title ☐ Mr. ☐ Mrs. ☐ M/s.

Name

First Name	Middle Name
Last Name	

S/W/D of

Nationality

 Age

 years

Profession

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

Income Tax Permanent Account No.

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

Tel No.

STD code	Tel No.
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Fax No.

STD code	Fax No.
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Office Name

Address

City	State
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Tel No.

STD code	Tel No.
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Mobile No.

E-mail ID:

Please
affix your
photograph
here

*DETAILS OF PLOT REQUESTED (ALONGWITH PREFERENTIAL LOCATION CHARGES AND OTHER PAYMENTS/CHARGES as described in the Payment Plan attached as Annexure-II)

Plot Area :

 sq. mtr.

 sq. yd. (approx)

Residential plot No.

 Block No.

Preferential Location Charges: (subject to the availability and at the discretion of the Company).

Preferential location charges ('PLC') for preferential location are described as under:

Preferential Location Attribute(s)	Charges per sq. mtr. (per sq. yd.)
(1) Green facing	10% of BSP
(2) Corner plot	15% of BSP
(3) Corner plot abutting green	20% of BSP
(4) Two sides open	10% of BSP
(5) Facing Commercial	10% of BSP
(6) Facing East direction	15% of BSP
(7) Facing North East direction	15% of BSP
(8) Facing North direction	10% of BSP
(9) 60 mtr. and above wide road in front	15% of BSP
(10) 24 mtr. wide road in front	10% of BSP

PLCs shall be applicable and payable by the Applicant(s) for the sum total of each and every applicable attributes mentioned above, in addition to BSP. However the sum total of all PLCs of all applicable attributes shall not be more than 40% of BSP.

In addition to the Sale Price (BSP and PLC) I/We shall be liable to pay:

- 1) A Non-refundable Interest Bearing Maintenance Security (hereinafter referred to as **"IBMS"** for short for the purposes of this Application) @ Rs.598/- per sq.mtr (Rs. 500- per sq. yd approx). payable for the total area of the plot which shall be paid by the Applicant(s) in addition to the Sale Price of the plot in accordance with the Payment Plan to secure the Applicant(s) obligations in payment of maintenance bills and shall bear Interest as more elaborately described in clause no.15 B till it is transferred to any nominee of the Company (including maintenance agency) / other body who would be entrusted with the maintenance work of the Said Colony.
- 2) Stamp duty and registration, legal charges etc. shall be extra at actuals.
- 3) External Development Charges as and when demanded by Company as per Payment Plan attached as **Annexure II**.
- 4) Infrastructure Development /Infrastructure Augmentation Charges and any other Government levies / charges as and when demanded by Company as per Payment Plan attached as **Annexure II**.
- 5) Holding charges as more elaborately described in clause 13.
- 6) Late construction penalty as more elaborately described in clause 14(b).
- 7) One time entrance fees for the Community Centre /Club as more elaborately described in clause 4(d).
- 8) Municipal tax, property tax, wealth tax, fees, levies and charges by whatever name called and increases thereof.
- 9) Other taxes, levies, charges, etc.; where applicable.

PAYMENT PLAN: Down Payment Plan ☐ Installment Payment Plan ☐

Note :

I/We have perused and understood the modes of payment as described in the Payment Plan in Annexure II and have thereafter selected the above plan. I/We understand that potential funding from a bank(s) and the arrangement of loan is at my/our risk.

Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of '**DLF Utilities Limited**' payable at New Delhi / Delhi.

DECLARATION:

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

Date _____

Yours faithfully,

Place _____

Signature of first Applicant

Signature of second Applicant

Broker's Name & Address, Stamp with Signature :

X
(Sole/First Applicant)

X
(Second Applicant)

RECEIVING OFFICER:

Name _____ Designation _____

Signature _____

1. ACCEPTED ☐ / REJECTED ☐

2. Plot Allotted: No. _____

Plot Area _____ sq. mtr. _____ sq. yd. (approx.)

3. **DETAILS OF PRICING:**

Basic Sale Price : Rs. _____ per sq. mtr; (Rs. _____ per sq.yd.)

Total BSP : Rs. _____

Preferential Location Charges:

(1) Attribute Code: _____ Rs. _____ per sq. mtr; (Rs. _____ per sq.yd.)

(2) Attribute Code: _____ Rs. _____ per sq. mtr; (Rs. _____ per sq.yd.)

(3) Attribute Code: _____ Rs. _____ per sq. mtr; (Rs. _____ per sq.yd.)

(4) Attribute Code: _____ Rs. _____ per sq. mtr; (Rs. _____ per sq.yd.)

Total PLC : Rs. _____

(Capped at 40% of BSP)

Sale Price (Total BSP+PLC) : Rs. _____

4. **PAYMENT PLAN:** Down Payment ☐ / Installment Payment Plan ☐

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

6. Provisional booking receipt no. _____ dated _____.

7. BOOKING: DIRECT/BROKER

8. Remarks: _____

Date _____

Place _____

Sr. ED (Marketing)

**TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR
PROVISIONAL ALLOTMENT OF A RESIDENTIAL PLOT IN
DLF GARDEN CITY, SECTORS 91 & 92, GURGAON (HARYANA)**

The terms and conditions given below are binding on the Applicant(s) but it is made clear that they may not be considered as comprehensive and are given with a view to acquaint the Applicant(s) with the terms and conditions as may be comprehensively set out in the Plot Buyers' Agreement which upon execution shall supersede the terms and conditions set out in this Application.

1. The Applicant(s) hereby confirm(s) that the Applicant(s) has/have applied for provisional allotment of a residential plot in this Application, in the Said Colony with full knowledge of all the laws/notifications and rules applicable to this area in general and to this Plotted Colony in particular which have also been explained by the Company in response to the queries raised and clarifications sought and replies given by the Company and understood by the Applicant(s).
2. The Company has allowed the Applicant(s) to inspect and seek clarifications with respect to the right, interest and competency of the Company in the Said Colony and also the present status of approvals including but not limited to the layout plan, licenses and other approvals etc. of the Said Colony. The Applicant(s) has/have satisfied themselves and thereafter understood all limitations and obligations of the Company and the Applicant(s) in respect thereof. The Applicant(s) has/have confirmed that his/their investigation is complete in all respects. The Applicant(s) has/have further confirmed that the Applicant(s) has/have examined/considered all other similar property options available with other builders/developers in the National Capital Region (in short "NCR") and Gurgaon in particular and that in the opinion of the Applicant(s) the plot meets his/their choice and requirement for residential purpose. The Applicant(s) has /have further confirmed that he/ they have considered all the terms and conditions as set out in this Application and consulted their lawyer and the Company about the legal implications. The Applicant(s) has/have confirmed that in his/their opinion the terms and conditions set out in this Application are fair and reasonable and that the Applicant(s) would like to proceed to execute this Application without any reservations. The Applicant(s) further confirm(s) that Applicant(s) are fully aware that by executing this Application, it would become binding on the Applicant(s) and that the Company will be fully entitled to forfeit the Earnest Money if the Applicant(s) default(s) in complying with the terms of this Application and the Payment Plan.
3. The Applicant(s) agree(s) that Applicant(s) shall pay the Sale Price of the plot and other charges which are tentatively described in this Application as the allotment is only provisional and which will be more clearly defined in the Plot Buyers' Agreement and upon its execution shall become final and binding on the Applicant(s).
- 4.(a) The Company has calculated the Sale Price payable by the Applicant(s) for the plot on the basis of the total area of the plot only. The Applicant(s) confirm(s) and represents that Applicant(s) has/have not made any payment to the Company in any manner whatsoever and that the Company has not indicated / promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the plot except as specifically provided by the Company in this Application and as may be set out in the Plot Buyers' Agreement.
- (b) The Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental/construction activities for many years in future in the areas falling inside / outside the Said Colony in which Applicant(s)'s plot is located and that the Applicant(s) on being made aware of this fact by the Company has/have confirmed that Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/them due to such developmental / construction or its incidental/related activities.
- (c) It is made clear by the Company and agreed by the Applicant(s) that all rights including the ownership thereof of land(s), facilities and amenities (other than those specifically earmarked as common areas and facilities, if any) for common use of the occupants within the Said Colony

shall vest solely with the Company and the Company shall have the sole and absolute authority to deal with the same 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 any person, institution, trust, government, semi-government, any other authority, body and/or any local body(ies) which the Company may deem fit in its sole discretion. It is made clear by the Company to me/us that the Company at any time has not made any commitment or charged any price for the ownership to the Applicant(s) for any amenities/ facilities which are specifically earmarked by the Company for the Company's ownership, though the Company may permit the occupants of the Said Colony to use such amenities and facilities upon payment of one time fee, entrance fees, subscription charges, security deposit etc. as may be decided by the Company/management of such amenities and facilities.

The Company relying on these specific undertakings of the Applicant(s) in the Application has provisionally agreed to allot the plot and these undertakings shall survive throughout the occupancy of the plot by the Applicant(s), Applicant(s) legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc.

- (d) In addition to the Sale Price and other charges mentioned in the Application, the Applicant(s) shall also be required to pay a one time entrance fee as more clearly described in the Payment Plan in **Annexure II** and additional entrance fee will be charged for each additional family even if residing in the same plot, for use of Community Centre / club which may be located anywhere inside or outside the Said Colony. The residents/occupants of the Said Colony shall have an assured membership of the Community Centre /club subject to payment of aforesaid one time entrance fee. The total number of memberships will be limited to 3 (three) per plot and if more memberships are required for the same plot, then the Company reserves the right to review the same in deserving cases and the Company's decision on the grant of additional memberships beyond three shall be final and binding on the Applicant(s). The members shall abide by the terms and conditions laid down by the management of the Community Centre / club. The Applicant(s) shall be liable to pay the usage charges in accordance with the usages and services availed by the Applicant(s). The one time entrance fee shall be paid by the Applicant(s) as per the Payment Plan annexed to this Application. The Applicant(s) shall be required to sign and execute necessary documents for membership of the Community Centre/club which shall contain terms and conditions of membership and Applicant(s) shall be bound by the same. The one time entrance fee shall automatically extinguish in favour of the Applicant(s) upon sale of the plot by the Applicant(s) and the same shall stand transferred in the buyer's name.
5. It is abundantly made clear to the Applicant(s) that in the zoning plan as may be approved by the Competent Authority(ies) there would be restrictions including but not limited to the number of floors and area to be constructed by the Applicant(s) in each plot and other norms imposed by the Competent Authority(ies). The construction by the Applicant(s) shall not violate any other norm as may be stipulated in the zoning plan. The Applicant(s) specifically agree(s) that the plot shall not be partitioned / sub-divided / fragmented / remodeled / additionally constructed in any manner as this will be a clear breach of the conditions as may be contained in the zoning plan to be approved by the Competent Authority(ies). Further the Applicant(s) specifically undertake(s) to strictly abide by all norms and conditions of the zoning plan, notifications, rules, bye-laws and/or any other approvals granted by the Competent Authority(ies) in respect of the plot/Said Colony as may be applicable from time to time. It is made clear to the Applicant(s) that it is not permissible to join and make contiguous the plots which are behind each other and the Applicant(s) hereby undertake to abide by this condition. Similarly it is made clear that it is permissible, subject to the approval of the Competent Authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). It is specifically made clear to the Applicant(s) that the approval of the building plan(s), occupation certificate etc. shall be at their sole costs and responsibilities and the Company shall have no role in the same whatsoever.

6. The Applicant(s) hereby agree(s) to pay in addition to BSP, preferential location charges for preferential attribute(s) as described in this Application and to be paid in a manner and within the time as stated in the Payment Plan attached as **Annexure II**. However, the Applicant(s) has/have specifically agreed that if due to any reason including the change in the layout plan, any of the preferential location attribute(s) gets deleted then the Company shall be liable to refund only the amount applicable for such preferential location attribute(s) if already paid by the Applicant(s), without any interest and such refund shall be adjusted in the next pending installment due from the Applicant(s) immediately upon such determination being done. Similarly, if due to any reason including the change in the layout plan, the plot acquires an additional preferential attribute(s) then the Applicant(s) shall be liable and agrees to pay for such additional preferential location attribute(s) within 30 days of demand made by the Company.
7. While calculating the Sale Price of the plot, the Company has not taken into account the External Development Charges (for short referred as the “EDC”) and Infrastructure Development Charges (referred as the “IDC”), and other charges including but not limited to Infrastructure Augmentation Charges (referred as the “IAC”) as levied by Government of Haryana and the Applicant(s) accordingly agree(s) to pay to the Company EDC, IDC and IAC and all increases thereof as may be levied by the Government of Haryana from time to time and as and when demanded by the Company. The amount payable by the Applicant(s) towards EDC and IDC as presently calculated as per the data available with the Company is stated and demanded as a part of the Payment Plan. However it is made clear by the Company and understood by the Applicant(s) that this amount is only an estimate based on the data presently available with the Company and will actually be known only when the demand is raised by the Government of Haryana. It is also made clear to the Applicant(s) that all such levies/ increases may be levied by the Government of Haryana with prospective or retrospective effective from the date of licence of the Said Colony. The Company makes it clear that if it is required to pay such levies, EDC, IDC, IAC, interest and other charge etc.; in such prospective /retrospective manner from the date of Licence(s), then the Company shall demand, and the Applicant(s) undertake(s) to pay the same proportionately in the manner in which the area of the plot bears to the total area of the Said Colony as calculated by the Company. It is made abundantly clear that all EDC, IDC and IAC are solely to the account of the Applicant(s) and the Company shall have no liability in this regard. Further it is made known to the Applicant(s) that the Government of Haryana may also levy other charges at any stage including on the completion of the Said Colony or thereafter the demand for which will be raised by the Company and the Applicant(s) undertakes to pay the same on demand to the Company. Apart from the above demand as stated, for the sake of clarity, it is emphasized and understood by the Applicant(s) that there could be future levies/ increases in EDC and IDC/IAC during the occupation of the plot and the same shall be charged and the Applicant(s) agree(s) to be liable and pay all such future levies/ increases as and when demanded by the Company and this undertaking by the Applicant(s) shall always survive the conveyance of the Plot in favour of the Applicant(s). The Applicant(s) has/have agreed that having understood this position the Applicant(s) undertake(s) not to default on the payment of such prospective/ retrospective increases in EDC/IDC/IAC and when demanded by the Company. The Applicant(s) specifically recognizes that such demand when made will constitute unpaid Sale Price and agrees that even if such levies are demanded by the Company after the sale deed is executed in favour of the Applicant(s), the Company shall have lien on the plot to the extent of such unpaid Sale Price and the Applicant(s) hereby confirm(s) that the Applicant(s) would not object and agree(s) to cooperate if the Company resumes the possession and ownership of the plot and / or take all legal measures to recover such unpaid Sale Price upon the Applicant(s) defaulting on such payment.

In addition, the Applicant(s) also agree(s) to pay Govt. rates, cesses, charges, wealth tax, property tax or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be from the date of this Application with regard to the area of the plot in the Said Colony prior to the execution of the sale deed. If such charges are increased (including with retrospective effect) after the sale deed has been executed, then these charges shall be treated as unpaid Sale Price of the Plot and the Company may have lien on the Plot of the Applicant(s) for the recovery of such charges and the Applicant(s) hereby confirm that the Applicant(s) would not object and agree(s) to cooperate if the Company resumes the possession and ownership of the Plot and / or take all legal measures to recover such unpaid Sale Price.

8. The Company and the Applicant(s) hereby agree(s) that the Earnest Money for the purpose of this Application (and Plot Buyers' Agreement) shall be the booking amount payable at the time of the booking as stated in the Company's Payment Plan attached as **Annexure II**. The Applicant(s) hereby authorise(s) the Company to forfeit this Earnest Money along with the interest on delayed payments, brokerage, other charges, and taxes, if any incurred by the Company, etc., in case of non-fulfillment of the terms and conditions herein contained and those of the Plot Buyers' Agreement as also in the event of failure by the Applicant(s) to sign and return to the Company the Plot Buyers' Agreement within 30 days from the date of its dispatch by the Company.
9. The payment on or before due date, of Sale Price and other amounts payable as per the Payment Plan attached as **Annexure II** accepted by the Applicant(s) or as demanded by the Company from time to time is the essence of this Application and the Plot Buyers' Agreement.
- 10.(a) The Applicant(s) has/have applied for the provisional allotment of a residential plot as per the layout plan presently approved by the Competent Authority(ies). However it is made clear by the Company that the present layout plan may be subject to change and if such changed layout plan is approved by the Competent Authority(ies) then it may lead to a change in the plot number, location and size according to the new layout plan. Any changes/modifications/amendments as may be made by the Competent Authority(ies) in the layout plan for the Said Colony in future, shall automatically supersede the present approved layout plan. The Company has made clear to the Applicant(s) that the demarcation and zoning plans for the plot / Said Colony are not, at present, approved by the Competent Authority(ies).
- (b) The Applicant(s) hereby confirm(s) that the Applicant(s) shall have no objection if the Company makes suitable and necessary alterations in the layout plan, if found necessary, and such alterations may involve the change in the position of the plot, change in the number of the plot, change in the dimensions or change in the area of the plot etc. However, in case of any major alterations / modifications resulting in $\pm 20\%$ change in the area of the plot, the Company shall intimate to the Applicant(s) in writing the changes thereof in the price of the allotted plot to be paid. The Applicant(s) agrees to inform the Company in writing Applicant(s) consent or objections to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his/their full consent to all the alterations/modifications.
11. If the Applicant(s) write(s) to the Company within thirty (30) days of intimation by the Company indicating his/their non-consent/objections to such alterations/modifications then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) with simple interest @ 9% per annum. The Applicant(s) agree(s) that any increase or reduction in the area of the plot allotted shall be payable or refundable at the same rate per sq. mtr. as mentioned in this Application.
12. The Applicant(s) agree(s) that, if as a result of any legislation, orders or rules or regulations made or issued by the Govt. and/or any other Authority or if Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the plot / Said Colony 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 due to force majeure conditions, the Company, after provisional and/or final allotment, is unable to deliver possession of the plot to the Applicant(s), the Applicant(s) agree(s) that the Company, if it decides in its sole discretion to abandon the Said Colony, then in that event the Applicant(s) hereby authorize(s) the Company to refund the amounts received from him/ them with simple interest @ 9% per annum and the Applicant(s) hereby confirm(s) that he/ they shall not make any other claim on the Company whatsoever.
13. The Company shall endeavour to offer possession of the plot, as may be allotted, within twenty four (24) months from the date of execution of the Plot Buyers' Agreement subject to timely payment by the Applicant(s) of Sale Price, stamp duty and other charges due and payable according to the Payment Plan attached as Annexure-II

In the event of Applicant(s) failure to take possession of the plot, as may be allotted, within 90 (ninety) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Applicant(s) risk and cost and the Applicant(s) shall be liable to pay to the Company holding charges at the rate of Rs.150/- per sq. mtr. (Rs.125/-sq.yd approx.) of the area of the plot per month for the entire period of such delay. If the Applicant(s) fail(s) to come forward to take possession of the plot for a period of twenty four (24) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the allotment of the plot and refund all monies paid by the Applicant(s) after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges, and taxes if any incurred by the Company

The payment of holding charges shall be made prior to the conveyancing of the plot. The holding charges shall be a charge for delay in taking over the possession and it shall be in addition to maintenance, and other charges, and not adjustable or substitutable to any other charges as provided in this Application and as may be provided in the Plot Buyers' Agreement.

In the event the Company fails to offer possession of the plot as may be allotted within twenty four (24) months from the date of execution of the Plot Buyers' Agreement then after 90 days from the expiry of the said twenty four (24) months subject to the Applicant(s) having made all payments as per the Payment Plan attached as Annexure-II, and subject to the terms, conditions of this Application and the Plot Buyers' Agreement and barring force majeure circumstances, the Company shall pay compensation to the Applicant(s) at the rate of Rs.150/- per sq. mtr. (Rs.125/-sq.yd approx.) of the area of the plot per month which both parties have agreed is just and equitable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) agrees that they shall not have any other claims/ rights whatsoever. The adjustment of compensation shall be done at the time of execution of the conveyance deed.

- 14.(a) The Applicant(s) shall complete the construction of the plot within a period of five (5) years from the date of offer for possession by the Company to the Applicant(s). In the event of the Applicant(s) failure to complete the construction and obtain certificate for occupation and use from the Competent Authority(ies) within five (5) years from the date of offer of possession by the Company then the Applicant(s) hereby grants right to the Company to resume the plot, refund the monies paid by the Applicant(s) after deducting therefrom Earnest Money along with the interest on delayed payments, service tax, brokerage, other charges, if any incurred by the Company and resell the plot.
- (b) The Company may, at its sole discretion, accede to the written request of the Applicant(s) to extend the construction period but only upon the Applicant(s) paying a late construction penalty to the Company of Rs.299 per sq.mtr. per month(Rs.250 per sq. yd. approx. per month) of delay. This penalty may be escalated if the delay continues beyond a period of 12 months in case the Company decides to grant further extensions beyond 12 months. A provision to this effect will also be incorporated in the Plot Buyers' Agreement and the sale deed. The Applicant(s) agree(s) with the Company that this provision is necessary to be incorporated in the Application, Plot Buyers' Agreement, sale deed with a view to develop and habitate the Said Colony.

It is made clear to the Applicant(s) that the holding charges and the late construction penalty are distinct and separate to be payable by the Applicant(s) to the Company.

- 15.(a) The Applicant(s) agree(s) to enter into maintenance agreement with the Company, its nominee agency or any other body (hereinafter referred to as 'the maintenance agency') as may be appointed by the Company from time to time for the maintenance and upkeep of the Said Colony. The maintenance of civic amenities until these are handed over to local body or any government agency. It is made clear to the Applicant(s) that the maintenance agency shall render maintenance services only with respect to the common areas falling within the Said Colony but outside the plot and these shall mainly relate to services in respect to the public roads, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, horticulture etc. The Applicant(s) undertake(s) to pay the maintenance bills of the maintenance agency for maintaining various services/facilities including water charges as described above raised on a pro rata basis from the date of the offer of possession by the Company irrespective whether the Applicant(s) has/have taken possession or is in occupation of the plot or not, until the maintenance services are handed over to the government or any local body for maintenance.

- (b) In order to secure adequate provision of the maintenance services and also to secure the due performance of the Applicant(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Applicant(s) agrees to deposit, as per the Payment Plan given in Annexure-II and to always keep deposited with the Company/ maintenance agency an Interest Bearing Maintenance Security (IBMS) calculated at the rate of Rs.598/- per sq. mtr. (Rs.500/- per sq. yd. approx.) of the area of the plot carrying simple yearly interest as applicable on one year fixed deposit accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realisation of the amount by the Company. In case of failure of the Applicant(s) to pay the maintenance bills, other charges on or before the due date, the Applicant(s), in addition to permitting the Company to deny him/them the right to avail the maintenance services, also authorises the Company to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills. In case such accrued interest falls short of the amount of the default, the Applicant(s) further authorize(s) the Company to adjust the principal amount of the IBMS against such defaults. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs.598/- per sq. mtr. (Rs.500/- per sq. yd. approx.) of the area of the plot, then the Applicant(s) hereby undertake(s) to make good the resultant shortfall within fifteen (15) days of demand by the Company. The Interest on IBMS will not be paid to the Applicant(s) but will be retained as security /adjustment for payment of maintenance bills.
- (c) The Company/ maintenance agency reserves the right to increase the IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s) agrees to pay such increases within fifteen (15) days of demand by the Company/its nominee (including maintenance agency). If the Applicant(s) fail(s) to make good the shortfall as aforesaid on or before its due date then the Applicant(s) authorises the Company /the maintenance agency to have first charge/lien on the plot in respect of any such non-payment.
- (d) The Company may transfer to the maintenance agency, the accrued value of the IBMS of the Applicant(s), after adjusting therefrom any outstanding maintenance bills and / or other outgoings of the Applicant(s) at any time and thereupon the Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IBMS. The maintenance agency upon transfer of the IBMS or in case fresh IBMS is sought from the Applicant(s) as stipulated hereinabove, reserves the sole right to modify / revise all or any terms of the IBMS including but not limited to the amount / interest rate of IBMS, etc.
- 16.(a) The Company may provide power back up in / to the Said Colony. The power back up for plot size ranging between 100 sq.mtr. to 225 sq.mtr. shall be upto 20 KW, for plot sizes more than 225 sq.mtr. ranging upto 325 sq mtr shall be upto 25 KW, and for plot sizes above 325 sq mtr upto 30 KW, after accounting for an overall suitable diversity of 60%. The power back up may be made available through DG sets of suitable capacity installed within the Said Colony or anywhere else, the ownership of which shall vest with the Company / its nominee (including maintenance agency).
- (b) The Applicant(s) would be charged on monthly basis for all the costs relating to power consumed by them as indicated in the meter which may be installed by the Company/its nominee/ maintenance agency at the cost of the Applicant(s). The Company/its nominee/maintenance agency shall charge for the power consumed based on expenditure incurred for consumables like diesel, spares, depreciation and other wear and tear etc., at cost plus 20% basis and the same would be billed as a part of the maintenance bill which will also include other charges for maintenance and upkeep of the Said Colony as described above. Failure to pay the maintenance bill including the cost of power back up as described above, shall entitle the Company/its nominee/maintenance agency to withhold the provision of maintenance services including the electricity supply and the provision to this effect shall be incorporated in the Plot Buyers' Agreement and the sale deed.
17. It is proposed in the layout plan that the Said Colony shall be a gated colony surrounded by an external wall / fence / grill and manned by an appointed security agency with security systems in place. The security agency shall be appointed by the Company/maintenance agency. It is made clear that the Applicant(s) shall not in any manner breach or cause damage to the external wall / fence / grill surrounding the Said Colony. In case the Company provides standard design options for individual plot for construction of boundary wall/fence/grill as the case may be and the gate, then the Applicant(s) undertake to choose one of the options and adhere to the same in the best interest of maintaining the aesthetics of the Said Colony.

18. The Applicant(s) shall pay, as and when demanded by the Company, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the plot in favour of the Applicant(s) which shall be executed and got registered after receipt of the full Sale Price and other dues and as set out in this Application and as may be set out in the Plot Buyer's Agreement.
19. It shall be incumbent on the Applicant(s) to comply with the terms of payment and/or other terms and conditions of the Plot Buyers' Agreement failing which Applicant(s) shall forfeit to the Company the entire amount of Earnest Money, interest on delayed payment, brokerage, service tax, other charges and taxes, if any incurred by the Company, etc. and the Application/ Plot Buyers' Agreement shall stand cancelled and the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the plot. The Company shall thereafter be free to resell and/or deal with the plot in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money, processing fee, interest on delayed payment, brokerage, other charges and taxes as may be applicable etc. would be refunded to the Applicant(s) by the Company only after realising such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the plot for all its dues payable by the Applicant(s) to the Company.
- 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 but on the condition that the Applicant(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15 % per annum and for all periods exceeding first ninety (90) days after the due date @ 18 % per annum with quarterly rests.
20. It is made clear to the Applicant(s) that the Company shall not permit any transfer or nomination till 6 (six) months from date of booking. However, subsequent to the 6 (six) months period, the Company may, at its sole discretion, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any Government/its agency/body directions as may be in force, upon receiving a written request from the Applicant(s)/ its nominee, permit the Applicant(s) to get the name of Applicant(s)'nominee substituted in Applicant(s) place subject to such terms and conditions as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant(s) that, as understood by the Company, at present there are no executive instructions of the Competent Authority(ies) to restrict any nomination / transfer / assignment of allotted plot. 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 allotted plot by any authority, the Company will have to comply with the same and the Applicant(s) has/have specifically noted the same.
- 21.(a) The Applicant(s) hereby authorize(s) and permits the Company to raise finance/loan from any Financial Institution/Bank by way of Mortgage / charge / securitization of receivables of his / their plot subject to the plot 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 plot for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of construction.
- (b) In case of the Applicant(s) who have made arrangement with any Financial Institutions Banks, the conveyance deed of the Plot in favour of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.
22. The Applicant(s) hereby covenants to the Company to pay from time to time and at all times, the amounts which the Applicant(s) is/are 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 the said 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(s).

23. It is abundantly made clear that in respect of all remittances, acquisition / transfer of the plot it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 (FEMA), and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Plot Buyers' Agreement. Any refund, transfer of security if provided in terms of the Plot Buyers' Agreement shall be made in accordance with the provisions of FEMA, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understand(s) and agrees that in the event of any failure on Applicant(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Applicant(s) shall be liable for any action under the FEMA, and rules and regulations made thereunder as amended from time to time. The Applicant(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
24. The Applicant(s) shall inform the Company in writing any change in the mailing address mentioned in this Application failing which all demands, notices etc. 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 Applicants, all communications shall be sent to the first named Applicant in this Application.
25. The provisional allotment of the plot is entirely at the discretion of the Company and the Company has a right to reject any provisional allotment without assigning any reasons thereof.
26. It is agreed between the parties that the sale of the plot is subject to force majeure conditions or happening of events which the Company could not have reasonably prevented or controlled.
27. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Plot Buyers' Agreement shall supersede the terms and conditions as set out in this Application.
28. That 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 the feminine gender and the words 'it, they, its,' as may be occurring in this Application shall carry the same meaning and purpose as the word 'Applicant(s)' as the context may permit.
29. All or any disputes arising out or touching upon or in relation to the terms of this Application and/or Plot Buyers' Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in DLF City, Gurgaon, Haryana by a sole arbitrator who shall be appointed by the Company. The Applicant(s) hereby confirms that the Applicant(s) shall have no objection to such appointment by the Company or any doubts about the impartiality of the sole arbitrator appointed by the Company. The Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of/ touching and/or concerning this Application and/or Plot Buyers' Agreement regardless of the place of execution of this Application which is deemed to be at New Delhi.

UNDERTAKING

I/We hereby confirm that I/we have decided to apply for the plot after making full enquiries in Gurgaon and NCR areas for a suitable residential property/plot offered by various builders and have studied their brochure, application form, agreement, term and conditions, etc. and after analyzing all, I/we have finally decided to apply for the plot as I/we are of the opinion that the plot allotted to me will be suitable to me/us for constructing my /our house/residential building and I/we have chosen DLF Garden City Sectors 91 & 92, Gurgaon (Haryana) as I / we feel that it meets my/our preferences and choice.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Plot Buyers' Agreement which shall supersede the terms and conditions set out in this Application. I/We are fully conscious that it is not incumbent on the part of the Company to send us reminders/notices in respect of our obligations as set out in this Application and/or Plot Buyers' Agreement and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this Application. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company. I/We have now signed this Application and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of Earnest Money as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever, I/we shall be left with no right, title, interest or lien on the plot applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

DATE _____

Place _____

SIGNATURE OF THE APPLICANT(S)

LIST OF ANNEXURES

I. LAYOUT PLAN OF THE SAID COLONY

II. PAYMENT PLAN

X
(Sole/First Applicant)

X
(Second Applicant)

LAYOUT PLAN OF THE SAID COLONY



- Note:** All approvals are available and can be checked at the Sales office at DLF Center, Ground Floor, Sansad Marg, New Delhi .

(The above layout plan is tentative and subject to change by the Company or by the Competent Authority as the case may be from time to time subject to necessary approvals).

X
(Second Applicant)

ANNEXURE – II

PAYMENT PLAN

PRICES

Basic Selling Price (BSP)	As applicable
Preferential Location Charges (PLC)	As applicable
Sale Price	BSP + PLC
Down Payment Rebate	8.25% of Sale Price
Government Charges	Rs. 4336 per sq. mtr (Rs. 3625/- per sq. yd** approx)
Interest Bearing Maintenance Security (IBMS)	Rs. 598/- per sq. mtr (Rs.500/- per sq. yd** approx)
Community Centre / Club Charges	Rs. 2 lacs per family {refer to clause no. 4D} (maximum memberships on a plot - 3 nos.)

DOWN PAYMENT PLAN

On Application for Booking	Rs. 10 Lacs for plots upto 420 sq. yds.** Rs. 12 Lacs for plots of 500 sq. yds.**
Within 45 days of Booking	95% of Sale Price + 10 % of Govt. Charges * (Less : Down Payment Rebate of 8.25% & Booking Amount)
On Offer of Possession	5% of Sale Price + IBMS + Community Centre / Club Charges Registration & Stamp Duty and other charges, if any

INSTALLMENT PAYMENT PLAN

On Application for Booking	Rs. 10 Lacs for plots upto 420 sq. yds.** Rs. 12 Lacs for plots of 500 sq. yds.**
Within 2 months of Booking	20% of Sale Price (less:booking amount)+10% of Govt. Charges*
Within 4 months of Booking	15% of Sale Price
Within 6 “	10% “
Within 9 “	10% “
Within 12 “	10% “
Within 15 “	10% “
Within 18 “	10% “
Within 21 “	10% “
On offer of Possession	5 % “ + IBMS + Community Centre / Club Charge + Registration & Stamp Duty and other charges, if any

Notes:

1. Prices and Payment Plan indicated above are **w.e.f. 30.06.2011** and are subject to revision from time to time at the sole discretion of the Company.
2. Service Tax / any other tax, if applicable, would be payable by the Applicant(s) as per demand.
3. Government Charges include External Development Charges, Infrastructure Development Charges, Infrastructure Augmentation Charges, any other charges.

* Balance 90% of Government Charges are payable in installments as elaborated in the Plot Buyers' Agreement, i.e., 10% of Govt. Charges with the second installment and balance in installments, as elaborated in the "Agreement", and to be completed with other payments payable "On offer of Possession".

** 1.196 Sq. yd = 1 Sq. mtr

X
(Sole/First Applicant)

X
(Second Applicant)