

DLF/CS/_____

Dated : _____

Dear Sir,

**Reg: Allotment of Apartment No. _____ and Parking Nos. _____ in
“Regal Gardens – DLF Garden City” , Sector- 90, Gurgaon - Apartment
Buyer’s Agreement**

Reference your application for allotment of an Apartment/parking in the Regal Gardens, Sector 90, Gurgaon. We thank you for showing interest in the Regal Gardens, Sector 90, Gurgaon. In furtherance of the same, we are enclosing herewith two copies of the Apartment Buyer’s Agreement in respect of the said Apartment.

You are requested to kindly return both copies of the Agreement duly signed on all pages. Please ensure that witnesses also sign on the respective page, i.e. page No.26 and complete it while returning the Apartment Buyer’s Agreement to us. Please ensure that both copies of the Apartment Buyer’s Agreement are returned to us within 30 days hereof as specified in the terms and conditions of the Application Form and also in this Agreement.

You are fully aware of the terms and conditions of the Apartment Buyers Agreement , which were made available to all prospective allottees by putting the same on the company’s website and which were also available at the Company’s Head office. In para 2 of the booking application form signed by you it is also confirmed that you are aware of the availability of the terms and conditions of the Apartment Buyers Agreement on the website and at the Head Office of the Company and that you had perused the same and are agreeable to perform your obligations as per the Conditions stipulated in the Agreement. However, we request you to go through the agreement fully and return the same after signing the agreement within the stipulated period of 30 days. In particular, we are drawing your kind attention to certain clauses of the agreement.

Clause 5: This provides for Mode of payment

This clause provides that all payments are required to be made within the stipulated time as mentioned in the schedule of payments (Annexure-III) to the Agreement as well as other charges and amounts, as may be demanded by the Company from time to time. It would be your obligation to pay the same without any reminders from the Company.

Clause 8: provides for payments to be made within the stipulated time, which is the essence of the agreement

It is provided in the said clause time is essence of the agreement with respect to payment of Total Price as well as all other charges, deposits and amounts payable by the Allottee(s) as per the Agreement and/or as demanded by the Company from time to time and also to perform/observe all the other obligations of the Allottee(s) under the Agreement. This compliance is to be made even if no reminders are sent by the Company.

Contd.....

Clause 21: provides for the permitted use of the Said Apartment

It is specifically provided in the said clause that the Allottee(s) shall not use the Said Apartment for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other apartment owners or residents of the Said Complex; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Apartment which tends to cause interference to any adjacent plot(s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee(s) shall indemnify the Company against any action, damages or loss due to misuse for which the Allottee(s) / occupant shall be solely responsible.

Clause 39(a): Right to amend terms and conditions

This clause is specifically provided in the agreement to enable the company to modify any of the terms and conditions of the Apartment Buyers Agreement in order to comply with and to carry out any directions or orders which may be passed by any court of law, Tribunal or Commission or any Governmental Authority, in compliance with applicable laws and which would be finally binding on the Company. This clause provides that such modifications in the Agreement would also be equally binding on the allottees. If the agreement is so modified it would be treated as having been executed in the modified form.

Clause 41: Provisions of this Agreement applicable on Allottee(s) / subsequent purchaser

This clause provides and clarifies that all provisions contained in the Apartment Buyers Agreement and obligations arising there under shall be equally applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes, subject to clauses 15 and 37 of the Apartment Buyers Agreement.

For your records, we also would like to mention here the details of Bank Account of DLF New Gurgaon Homes Developers Ltd., in case you decide to do RTGS while remitting payments in future.

In case you need any further clarification, you are welcome to contact the Customer Service Department.

Thanking you,

Yours faithfully,

SHIKHA SHARMA
DY GENERAL MANAGER – CUSTOMER SERVICES

PS: Account Details:

Beneficiary:	DLF New Gurgaon Homes Developers Pvt. Ltd.
Account No.:	000705014940
Bank:	ICICI Bank Limited, 9-A, Connaught Place, New Delhi-110001
SWIFT Code:	ICICINBBXXX
RTGS Code:	ICIC0000007

