

new town heights

DLF GURGAON

APPLICATION FOR ALLOTMENT BY SALE

new town heights

DLF GURGAON

Application for Allotment of Residential Apartment in New Town Heights DLF Gurgaon in Sector 90/86/91 Gurgaon

DLF NEW GURGAON HOMES DEVELOPERS (PVT.) LTD.
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.....
.....
.....

Dear Sirs,

I/we the Applicant(s) understands that M/s. DLF New Gurgaon Homes Developers (Pvt.) Ltd., (Company) is promoting a residential project under the name and style of "New Town Heights" DLF Gurgaon in Sector 90/86/91 Gurgaon comprising of multistoried residential apartments.

I/We request that I/We may be provisionally allotted the Said Apartment and an exclusive right to use Parking Space(s), (hereinafter referred to as the "Parking Space(s)") in the Said Complex as per Down Payment /Installments payment plan.

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

I/We enclose herewith Bank Draft/Cheque for Rs.....(Rupees.....
.No.....dateddrawn in favour of DLF New Gurgaon Homes Developers (Pvt.) Ltd., towards the booking amount for the Said Apartment.

In the event of the Company agreeing to provisionally allot the Said Apartment, I/we agree to pay installments of Total Price (hereinafter defined) and all other dues as stipulated in this Application and as may be intimated by the Company from time to time and in the manner set out in the payment plan opted by me/us which shall form part of the agreement (Apartment Buyers Agreement) that shall be executed by me/us and the Company on the Company's standard format.

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 Said Apartment in the Said Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. It is further understood that only upon me/us signing and executing the Apartment Buyers Agreement, agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. I/we have instructed the Company that if for any reasons other than reasons attributable to me/us the Company is not in a position to finally allot the Said Apartment within a period of one year from the date of this Application, I/we shall have the option to take the refund of the booking amount by serving a 30 (Thirty) days demand notice on the Company and the Company shall refund the booking amount deposited with simple interest @ 9% per annum.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of Total Price (hereinafter defined) and other deposits, charges, rates, Taxes, (hereinafter defined) cesses, levies, 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.....

Please affix
your
photograph
here

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. THIRD APPLICANT(S) M/s.....
Reg. Office/Corporate Office.....
Authorised Signatory.....
Board Resolution dated/Power of Attorney.....
PAN No./TIN No.....
Tel No.Fax No.....
Email ID.....Mobile.....



4. DETAILS OF SAID APARTMENT
Type :.....Super Area:.....sq.mtr. (approx).....sq.ft.(approx.)
Building Block :.....Floor.....Number.....
Parking Space(s) No:
Type: Covered (Basement & Stilt) /Open

5. DETAILS OF PRICING:
Basic sale price : Rs...../-
Cost of the Parking Space(s), as applicable, (1/2 Nos.) : Rs...../-
Preferential location charges, as applicable : Rs...../-
External Development Charges (EDC)
and Infrastructure Development Charges (IDC). : Rs...../-
Total Price payable for the Said Apartment : Rs...../-

Note:

- i. Total Price does not include (IBMS) Interest Bearing Maintenance Security @ Rs. 50/- per sq. ft. of the super area which shall be deposited by the Applicant(s) with the Company.
- ii. Total Price does not include stamp duty, registration and incidental charges as well as expenses for execution of Apartment Buyer's Agreement and Sale Deed etc. which shall be borne and paid by the Applicant(s) to the Company.
- iii. The Total Price does not include any Taxes.
(a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s) to the Company in addition to Total Price. The

proportionate share shall be the ratio of super area of the Said Apartment to the total super area of all the apartments in the Said Building/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 in (a) above and the Applicant(s) shall make payment of such amount within 30 days of such intimation.
- (iv) The Total Price does not include the Maintenance Charges, property tax, municipal tax, wealth tax, government rates, tax on land, fees or levies of all and any kind by whatever name called.
- (v) The Total Price does not include the cost of electric fittings, fixtures, geyser, electric and water meter as well as the charges for water and electricity connection.
- vi) The Total Price does not include any other charges that may be payable by the Applicant(s) as per the Apartment Buyers Agreement on demand by the Company.

6. 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 are true and correct and nothing has been concealed therefrom.

Date.....

Yours faithfully,

Place.....

Signature of Applicant(s)

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

RECEIVING OFFICER

Name.....

Signature.....

Date :

1. ACCEPTED / REJECTED

2. Apartment Allotted No..... Bldg Block..... Floor.....

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. mtr; Rs.....per sq.ft.

Cost of Parking Space(s) : Rs...../-

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

Type I & II Corner / Green facing : Rs.____p.s.ft.

Corner & Green facing / : Rs.____p.s.ft.

Corner & Club facing

Type III Corner & Pool facing / : Rs.____p.s.ft.

Corner & Green facing

Cost of the Parking

Open Parking : :

Covered (Basement / Stilt - One slot) : As Applicable

back-to-back parking for 2 slots : :

Total Price payable for the Said Apartment together with the Parking Space(s) : Rs...../-

4. PAYMENT PLAN : Down Payment /Installments

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

6. Provisional booking receipt no.....dated.....

7. BOOKING: DIRECT/BROKER

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

9. Remarks:.....

DATE | |

Place

Date

Cleared by stock on....

GM(MKTG)

Sr. ED (MKTG)

**TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF A RESIDENTIAL APARTMENT
NEW TOWN HEIGHTS DLF GURGAON IN SECTOR 90/86/91 GURGAON**

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

Definitions and Interpretation:

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

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

“**Apartment Buyer's Agreement**” shall mean the 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 Apartment whose particulars are set out in this Application and who have appended their signatures and as acknowledgement of having agreed to the terms and conditions of this Application and the Apartment Buyers Agreement.

“**Application**” shall mean this Application form for provisional allotment for sale of residential apartment in “New Town Heights” DLF Gurgaon in Sector 90/86/91 Gurgaon along with the terms and conditions contained herein.

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

“**Earnest Money**” shall mean the amount @ 10% of the Sale Price.

“**EDC**” means the external development charges levied on the Said Complex by the Government of Haryana or any other competent authority and to be paid by the Applicant(s).

“**Foot Print**” shall mean the precise land underneath the Said Building.

“**IBMS**” means the interest bearing maintenance security to be paid by the Applicant(s).

“**IDC**” means the infrastructure development charges levied on the Said Complex by the Government of Haryana and to be paid by the Applicant(s).

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

“**Maintenance Charges**” shall have the meaning ascribed to it in the draft tripartite maintenance agreement contained in the relevant Annexure to the Apartment Buyers Agreement.

“**Parking Space(s)**” means open/covered (Basement/Stilt) car parking space(s) in the Said Building/Said Complex allotted to the Applicant(s) as mentioned in clause 3 and 4 above.

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

“**Said Building**” means the tower/building in the Said Complex in which the Said Apartment will be located.

“**Said Complex**” means the “New Town Heights” DLF Gurgaon in Sector 90/86/91 Gurgaon.

“**Taxes**” shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Complex, now or in future.

“**Total Price**” means sale price of the Said Apartment inclusive of the price of the Parking Space(s), preferential location charges if the Apartment is preferentially located, the cost of providing electric wiring and switches in the Said Apartment along with applicable EDC and IDC, fire detection and fire fighting equipment in the common areas within the Said Building /Said Complex as prescribed in the fire fighting code/regulations under National Building Code 1983 amendment No.3 of January 1997 and does not include other amounts, charges, security amount etc., payable as per the terms of the Apartment Buyer's Agreement including but not limited to Taxes, increase in EDC, IDC, increase in all types of securities IBMS and charges for bulk supply of electric energy, Maintenance Charges, property tax, additional preferential location charges, increase in price due to increase in super area of the Said Apartment stamp duty registration and any incidental charges and any other charges payable as mentioned in the Agreement.

1. The Applicant(s) has applied for provisional allotment of the Said Apartment with full knowledge of all the laws/notifications and rules applicable to the group housing/multistoried project in general and the Said Complex in particular and has also satisfied himself about the title/interest/rights of the Company in the land on which the Said Complex is being constructed and has understood all limitations and

obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is/shall be required by him/her.

2. The Applicant(s) shall pay the Total Price of the Said Apartment and other charges calculated on the basis of super area which is understood to include pro rata share of the common areas in the Said Complex and proportionate share of the club and other common facilities, if any, which may be located any where in the Said Complex at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of super area of the Said Apartment shall be more clearly defined in the Apartment Buyers Agreement and the Applicant(s) affirms to be bound by the same.
- 3(a). The Applicant(s) agree to abide by the terms and conditions of the Apartment Buyers Agreement and pay the Total Price and other charges, rates, taxes, cesses, deposits, levies etc., including development charges, infrastructure charges, if any, whether levied or leviable now or in future or with retrospective effect, as the case may be, from the date of this Application. Such charges shall be payable by the Applicant(s) on the basis of the super area which comprises of the apartment area and the undivided share in the common areas and facilities within the Said Building/Said Complex only. In addition, the Applicant(s) shall have the ownership of undivided proportionate share of the Foot Print in which the Said Apartment is located, calculated in the ratio of super area of his/her apartment to the total super area of all the apartments in the Said Building only. The Applicant(s) confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Building/Said Complex save and except the use of common areas (for the purposes of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant(s). The Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental / construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Apartment is located and that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental /construction activities or incidental / related activities. It is made clear by the Company and agreed by the Applicant(s) that all rights including the ownership thereof of land(s), facilities and amenities (other than those within the Said Building/Said Complex), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion.
- 3(b) The Said Apartment/Said Building shall be subject to the Act and the common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Company in the declaration which may be 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 / her right, title and interest in the Said Apartment/Said Building shall be limited to and governed by what is specified by the Company in the declaration. The Applicant(s) agrees that the declaration to be filed in compliance of the Act shall in no manner confer any right, title or interest in any lands, facilities, amenities and buildings outside the land of the Said Complex/Said Building in which the Said Apartment is located. The Applicant(s) shall join any society/association of the apartment owners and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
- 3(c) The Applicant(s) agree that the Company may in its sole discretion and for the purpose of complying with the provisions of or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the Foot Print or common areas and facilities, in any declaration.
4. The Applicant(s) agree that if due to any change in the lay out/ building plan the Said Apartment becomes preferentially located or additionally preferentially located, then the Applicant(s) shall pay as and when demanded by the Company, preferential location charges/additional preferential location charges, as may be applicable. The Applicant(s) (further agrees that if due to any change in the layout / building plan, the Said Apartment ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the payment plan as opted by the Applicant(s).
5. The Applicant(s) agrees that the Total Price of the Said Apartment includes the levy of EDC and IDC upto the date of issue of licence and the Applicant(s) agrees to pay any further increase in EDC and IDC by whatever names called or in whatever form and with all such conditions imposed by the Haryana Government or any competent authority(ies) on prorata basis. If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the Said Apartment and the Company shall have lien on the Said Apartment of the Applicant(s) for the recovery of such charges.
6. Subject to other terms of this application the rate at which the Said Apartment has been allotted to the Applicant shall remain escalation-free during the term of this application.

Further, if at anytime before the offer of possession of the Said Apartment of the Applicant, the Company reduces the rate for selling other apartments in the Said Complex (such reduction in rate is not on account of any discount, scheme, incentive etc. offered or given by the Company to any Person or class of Person), then the Applicant shall be given the benefit thereof in such manner and subject to such terms and conditions, as shall be determined by the Company in its sole discretion, provided :

- a) the Company's new reduced rate for selling other apartments in the Said Complex is less than the rate of the Said Apartment stipulated in this application.
 - b) the Allottee is not in breach of any of the terms and conditions of this application.
7. The Total Price mentioned in this Application is inclusive of cost of providing electric wiring and switches in each apartment and the fire fighting equipment in the common areas as provided in the existing fire fighting code/regulations and power back up not exceeding 6-7

KVA in type I & II and 8 KVA in type III per apartment in addition to that for the common areas and services but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Applicant(s) at his/ her own cost as well as the charges for water and electricity connection. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Company in its absolute discretion.

8. The Applicant(s) understand that the Parking Space(s) allotted to him shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. The Applicant(s) may apply for additional parking space which maybe allotted subject to availability and at the prevailing price. All clauses of this Application and the Apartment Buyer's Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Applicant(s) agrees that Parking Space(s) allotted to the Applicant(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration which may be filed by the Company under the Act.
9. The Applicant(s) hereby agree that the Company shall be entitled to forfeit the Earnest Money along with the interest on delayed payments, interest on installments (paid or payable) and brokerage paid, if any, etc in case of non- fulfillment of the terms and conditions herein contained and those of the Apartment Buyer's Agreement and also in the event of failure by the Applicant(s) to sign and return to the Company the Apartment Buyer's Agreement within thirty (30) days from the date of its dispatch by the Company.
10. The Applicant(s) agree that time shall be the essence in respect of payment on or before due date, of Total Price and other amounts payable by the Applicant(s) as per the payment plan opted by the Applicant(s) and/or as demanded by the Company from time to time.
11. The Applicant(s) has seen and accepted the plans and has applied for the provisional allotment of the Said Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location of the Said Apartment and /or Said Building, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company as it may deem fit and also subject to changes/modification by the competent authority. However, in case of any major alteration / modification resulting in +/-10% change in the super area of the Said Apartment or material change in the specifications of the Said Apartment any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be. The Applicant(s) agrees to inform the Company in writing his objections to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his consent to all the alterations/modifications. If the Applicant(s) objects to such change in writing, within the permitted time and the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company shall be liable only to refund the entire money received from the Applicant(s) with interest @ 9% per annum. The Applicant(s) agrees that any increase or reduction in the super area of the Said Apartment shall be payable or refundable (without any interest) at the rate per sq. mtr. /sq. feet as mentioned in this Application.
12. The Applicant(s) agree that in case the Company, is unable to deliver the Said Apartment and/or allot Parking Space(s) 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 for the Said Apartment / Said Building 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 Apartment in which case the Company, shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
13. Subject to other terms of this Application and Apartment Buyer's 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 Apartment within 24 months from the date of booking. Thereafter the Company shall offer the possession of the Said Apartment to the Applicant(s). Any delay by the Applicant(s) in taking the possession would attract holding charges @ Rs 10/- per sq. ft. per month for any delay of full one month or any part thereof. Subject to the terms and conditions of the Apartment Buyers Agreement, in case of any delay by the Company in completion of the construction of the Said Apartment, the Company shall pay compensation @ Rs 10/- per sq. ft. of the super area of the Said Apartment per month to the Applicant(s).
14. The Applicant(s) agree to enter into a maintenance agreement with the Maintenance Agency for the maintenance and upkeep of the Said Building/Said Complex and undertakes to pay the maintenance bills therefor. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s) agrees to deposit, as per the Payment Plan and to always keep deposited with the Company or the Maintenance Agency, as IBMS at the rate of Rs 50/- per sq. ft. of the super area of the Said Apartment, carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India or the prime lending rate of State Bank of India of a term of one year, whichever is lower at the close of each financial year on 31st March.
15. The Applicant(s) agree to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Apartment Buyers Agreement and conveyance deed of the Said Apartment 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 Apartment and Parking Space(s) allotted to him/her. In case the Applicant(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, delayed payment interest, brokerage if paid, etc. and refund the balance amount to the Applicant(s) without any interest upon realisation of money from resale / re-allotment to any other party.

16. The Applicant(s) agree to comply with terms and conditions of the Application and the Apartment Buyers Agreement failing which the Company shall have the right to cancel/terminate the allotment /Apartment Buyers Agreement and forfeit the entire amount of Earnest Money, interest on delayed payment, brokerage if paid, etc. Thereafter the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment and the Parking Space(s). It is understood by the Applicant(s) that the Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or Apartment Buyers Agreement and the Applicant(s) is required to comply with all its obligations on its own. The Company shall thereafter be free to resell and/or deal with the Said Apartment 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 Apartment for all its dues payable by the Applicant(s) to the Company.
17. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the payment plan as opted by me/us on the condition that the Applicant(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18% per annum.
18. The Applicant(s) agree that the Apartment Buyers Agreement to be entered/executed by the Applicant(s) is not assignable nor the name of the Applicant(s) can be substituted and deleted within a period of one year from the date of the execution of the Apartment Buyers Agreement. However, after expiry of one year, the Company may at its sole discretion and subject to applicable laws and notifications or any governmental direction permit 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.
19. The Applicant(s) agree that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company/financial institution / bank shall always have the first lien / charge on the Said Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted.
20. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Apartment Buyers Agreement.
21. The Applicant(s) agree that in respect of all remittances, acquisition / transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin /foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
22. The Applicant(s) agree to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint Applicant communication sent to the first named Applicant in this Application shall be deemed to have been sent to all the Applicant.
23. The Applicant(s) understand that the provisional and/or final allotment of the Said Apartment is entirely at the discretion of the Company.
24. The Applicant(s) understand that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the apartments in the Said Building/Said Complex to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund of the entire amount with 9% interest.
25. The Applicant(s) agree that the Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
26. The Applicant(s) agree 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 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 appropriate location in DLF city Gurgaon, Hariyana only. The courts at Gurgaon, Hariyana 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:.....

1.....

Place:.....

2.....

(SIGNATURE OF THE APPLICANT (S))

New Town Heights (Sector-90/86/91 Gurgaon)
Proposed Specifications for Type-1 & 2 Apartments; Type-3 Apartments (2630 sq. ft.)

FLOORS

Living/Dining/Passage & Lobby within Apartment	Vitrified Tiles in Type-1 & 2 Apartments; Imported Marble in Type-3 Apartments
Kitchen & Toilets	Anti Skid Ceramic Tiles Type-1 & 2 Apartments; Anti Skid Vitrified Tiles in Type-3 Apartments
Bedrooms	Laminated Wooden Flooring
Balcony	Terazzo Tiles / Ceramic Tiles
S. Room	Grey Mosaic Cast in situ/Tiles

WALLS

Living/Dining/Bedrooms/ Passage & Lobby within Apartment	Acrylic emulsion.
Kitchen & Toilets	Combination of ceramic tiles, oil bound distemper and/or Mirror
S.Room / Toilet	Combination of Ceramic Tiles / Oil bound Distemper & mirror

CEILINGS

Ceilings	Oil Bound Distemper
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COUNTERS

Toilets & Kitchen	Counters in Marble / Granite.
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FITTINGS/FIXTURES

Toilets & Kitchen	Single Lever CP fittings , White Chinaware. Glass Shower Partition only in Master Bath, Towel Rail / Ring (No bath tubs). Stainless Steel Double bowl, single drain board kitchen sink,
S. Room Toilet	Conventional C.P. Fittings / White Chinaware

DOORS & WINDOWS

Internal Doors	Polished / Painted frames made of Hardwood , Entrance door- Teak veneered & polished shutter / moulded skin door. Internal door – flush shutters / moulded skin door.
External Glazings	Powder coated Aluminium.

ELECTRICALS

Modular type switches & sockets, copper wiring (fittings like fans, light fixtures, geysers, appliances etc. not provided). Back-up power of 6-7 KVA in Type-1 & 2 Apartments and 8 KVA in Type-3 Apartments.

SECURITY SYSTEM

Proximity Card Access Control, CCTV for Basement parking and Entrance lobby at Ground Floor. Boom barriers at entry & exit of the complex and at entry & exit of the basement parking

CLUB FACILITY

Party Room, Swimming Pool, Change Rooms & Gymnasium, Spa, Sauna & Squash & Tennis Court(facility in the main Club).

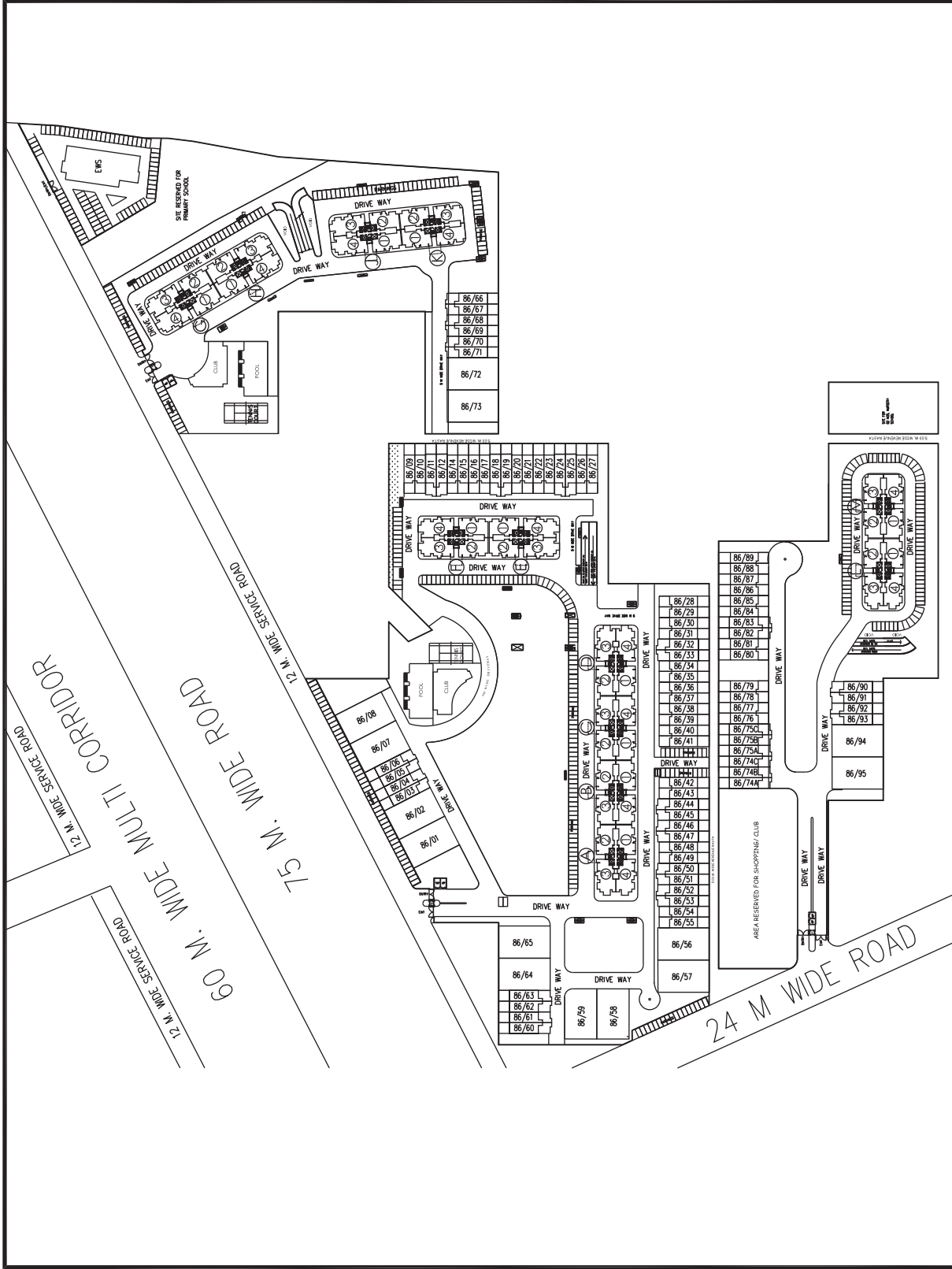
Marble/ Granite being natural materials have inherent characteristics of colour and grain variations.

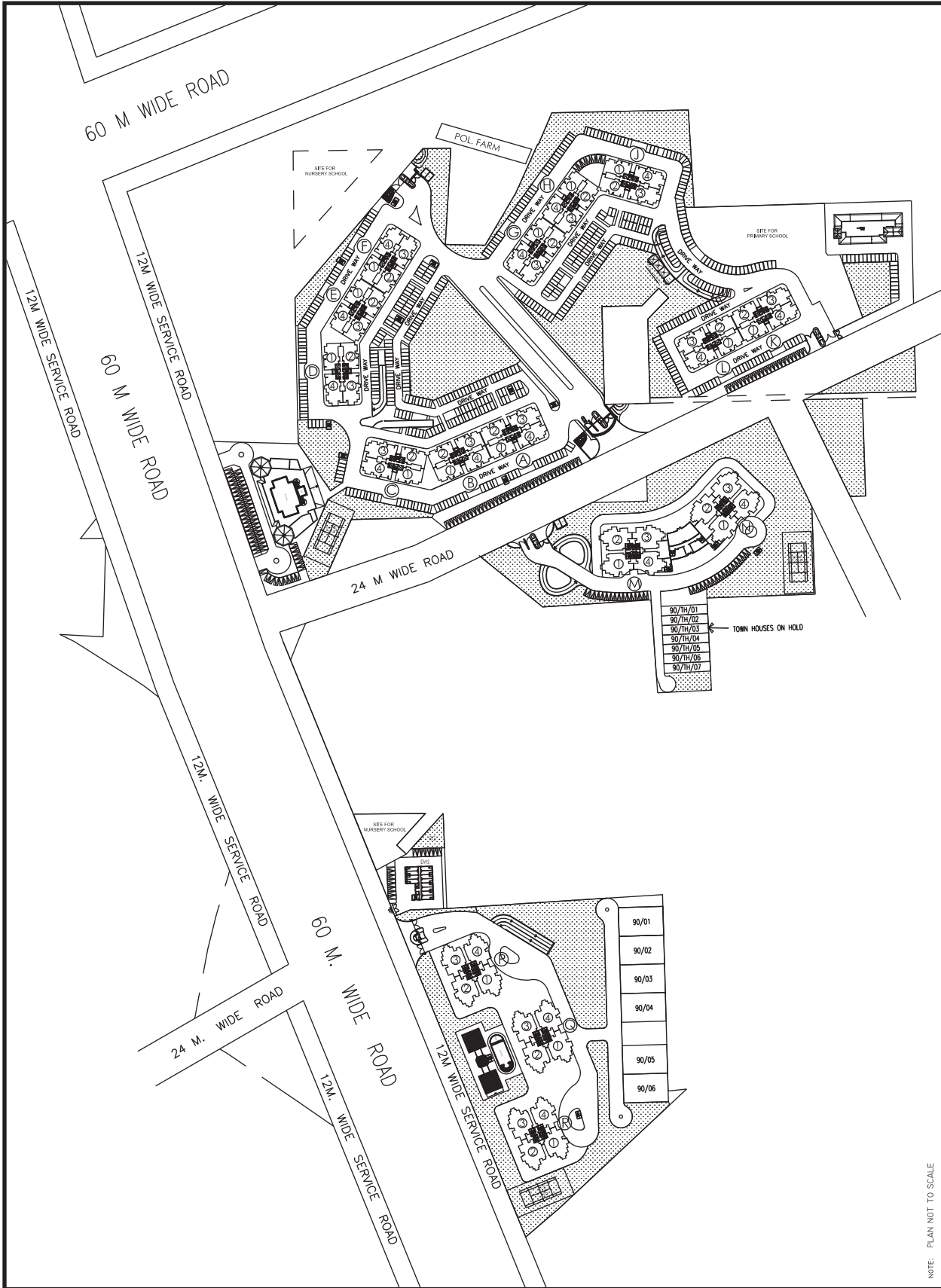


TENTATIVE SITE PLAN

Project
**NEW TOWN HEIGHTS
SEC-86,DLF GURGAON**

**DLF NEW GURGAON HOMES
DEVELOPERS PVT.LTD**



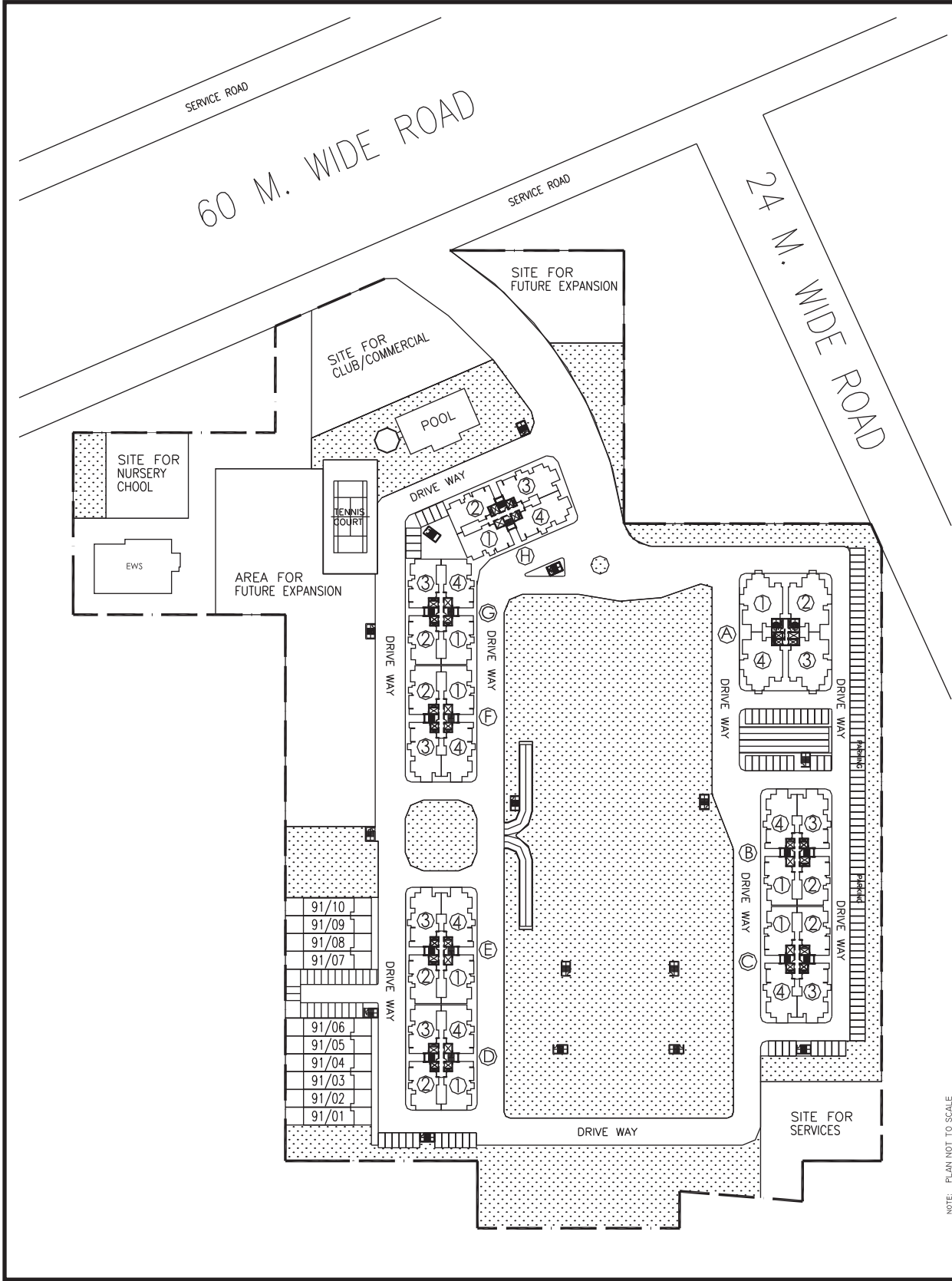


TENTATIVE SITE PLAN

Project
**DLF NEW TOWN HEIGHTS
 SEC. - 90, GURGAON**

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

NOTE: PLAN NOT TO SCALE

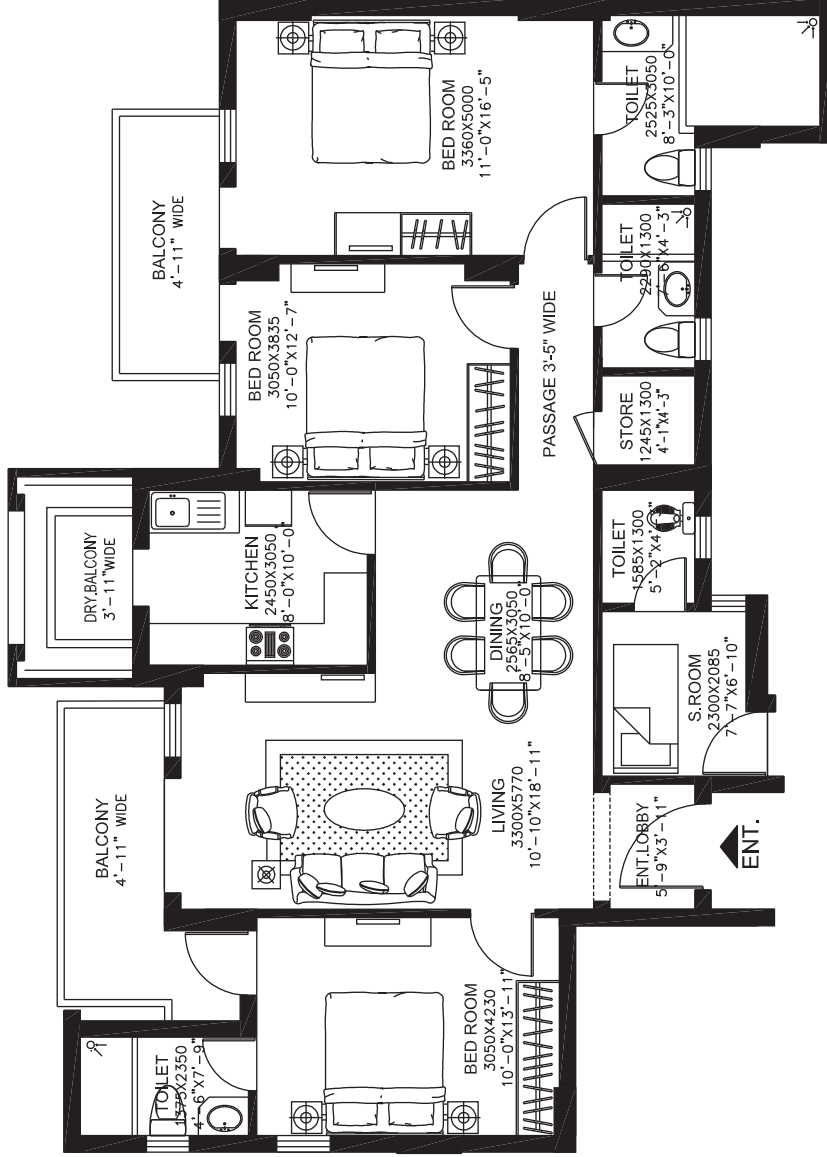


TENTATIVE SITE PLAN

Project
**DLF NEW TOWN HEIGHTS
 SEC. - 91, GURGAON**

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

NOTE: PLAN NOT TO SCALE

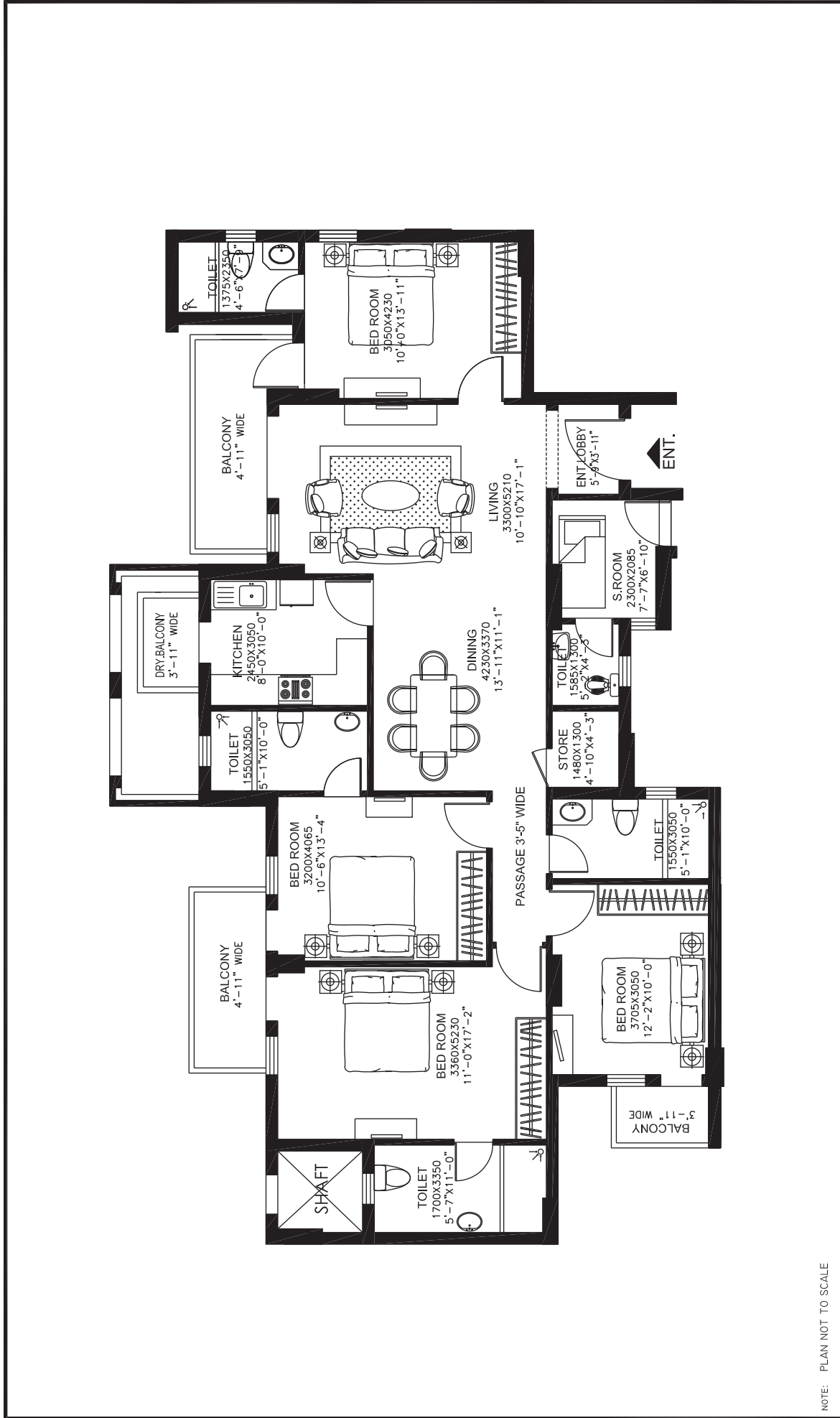


NOTE: PLAN NOT TO SCALE

Project **new town heights** **DLF GURGAON**

Tentative Saleable Area
1845 SQ.FT

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD



NOTE: PLAN NOT TO SCALE



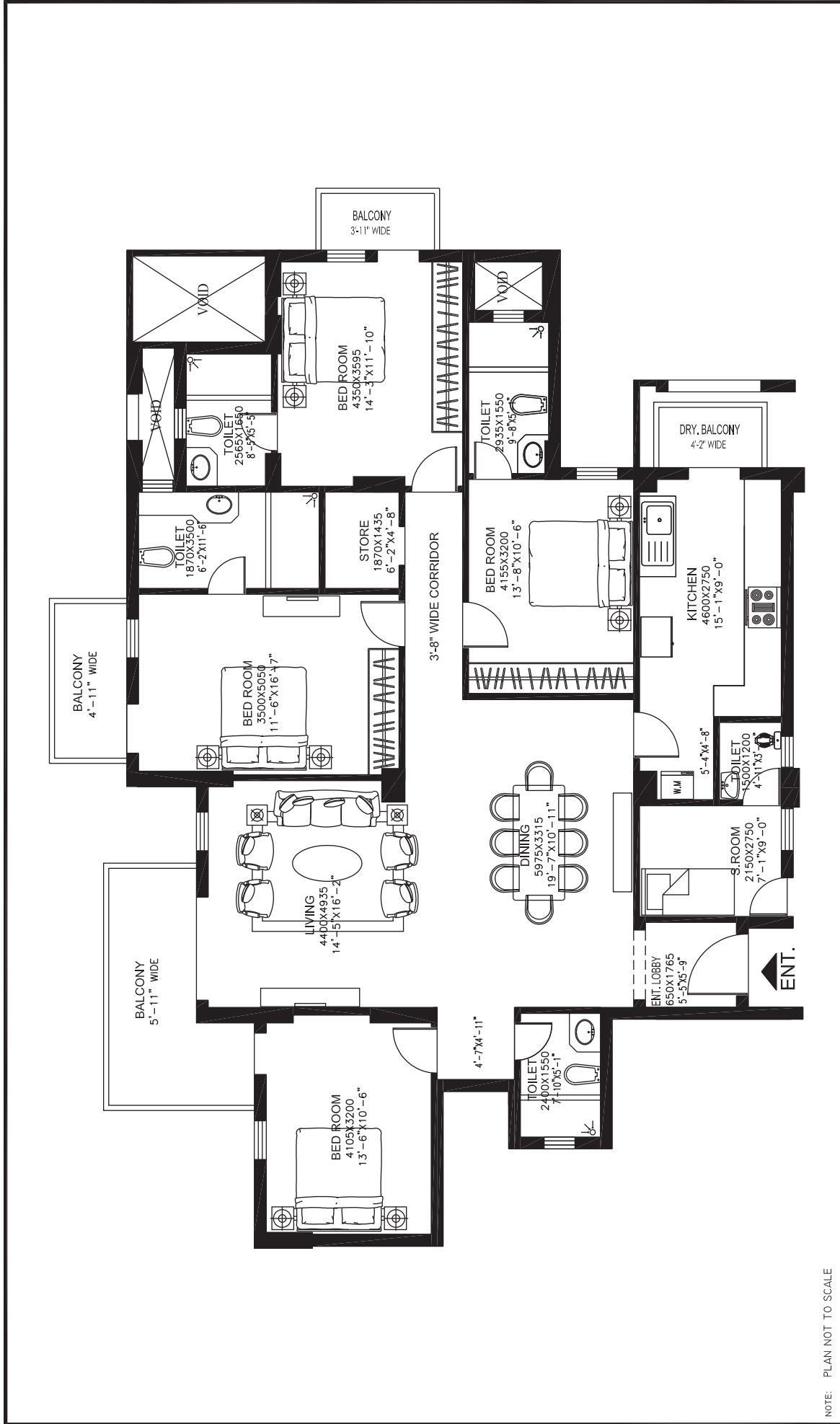
DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

Project

new town heights
 DLF GURGAON

Tentative Saleable Area

2230 SQ.FT



NOTE: PLAN NOT TO SCALE

Project

new town heights
 _____ DLF GURGAON

Tentative Saleable Area

2630 SQ.FT

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD





For further enquiries, contact

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