



# DLF Park Place

APPLICATION FOR ALLOTMENT BY SALE



# DLF Park Place

## Application for Allotment by Sale of Residential Apartment in DLF Park Towers / DLF Park Heights at DLF Park Place in Zone 11 & 12 of Phase V of DLF City (earlier known as DLF Qutab Enclave Complex) Gurgaon (Haryana)

DLF Home Developers Limited  
DLF Center, Sansad Marg  
New Delhi-110001

Dear Sirs,

I/We request that I/We may be provisionally allotted a Residential Apartment in DLF Park Towers / DLF Park Heights at DLF park Place, a project in Zone 11 & 12 of Phase V of DLF City (earlier known as DLF Qutab Enclave Complex), Gurgaon (Haryana) under your Down Payment  / Installments Payment Plan

I/We remit herewith a sum of Rs..... Rupees.....only by Bank Draft /  
Cheque No..... dated .....drawn on..... as booking amount.

In the event of M/s. DLF Home Developers Limited (hereinafter 'the Company') agreeing to provisionally allot an apartment, I/we agree to pay further installments of sale price and all other dues as stipulated in this application and the Apartment Buyers Agreement and the Payment Plan as explained to me/us by the company and understood by me/us.

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 an apartment notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Apartment Buyers Agreement on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company. If, however, I/We fail to execute and return the Apartment Buyers Agreement within thirty (30) days from the date of its despatch by the company then this application shall be treated as cancelled only at the sole discretion of the Company and the earnest money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the building plans for the building in which the apartment applied for is located are sanctioned by the competent authority. I/We have instructed the Company that if for any reason the Company is not in a position to finally allot an apartment applied for within a period of one year from the date hereof, I/We would like to have refund of the amount deposited with simple interest at the rate of 6% per annum calculated for the period for which the said amount has been lying with the Company for which I / We would give notice to the Company to make payment within thirty (30) days of the receipt of notice.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Apartment Buyer's Agreement.

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

1. (i) SOLE OR FIRST APPLICANT(S) Mr./Mrs./Ms. ....

S/W/D of.....

Nationality.....Age.....years

Profession.....

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

Income Tax Permanent Account No.....

Ward/Circle/Special range and place where assessed to income tax.....

Mailing Address.....

.....

Tel No..... Fax No.....

Office Name & Address.....

.....

.....Tel.Nos.....

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

Please affix  
your  
photograph  
here

(ii) 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.....

Please affix  
your  
photograph  
here

OR

\*\*M/s. ....  
 Reg. Office/Corporate Office .....  
 Authorised Signatory.....  
 Board Resolution dated/Power of Attorney.....  
 PAN No./TIN No..... Tel No.....  
 Fax No. ....  
 E-Mail ID .....

Please affix  
your  
photograph  
here

\*\*delete if not applicable.

2. DETAILS OF APARTMENT

Type..... Super Area.....sq.mtr.  
 (Approx).....sq.ft. (Approx.) Building Block.....  
 Floor..... Number..... Parking Space(s) No  
 (1).....(2).....(3).....  
 Type :Covered/Open

3. PAYMENT PLAN: DOWN PAYMENT  /INSTALLMENT

Note:- Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of 'DLF HOME DEVELOPERS Limited' payable at New Delhi / Delhi.

4. DECLARATION:

I/We the applicant(s) do hereby declare that my/our application for allotment 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.

Yours faithfully,

Date.....

X

Place.....

Signature of First Applicant

X

Signature of Second Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name : .....

Signature : .....

Date : .....

1. ACCEPTED / REJECTED

Apartment Type : ..... Allotted No..... Bldg Block..... Floor.....

Super Area.....sq. mtr.(approx.).....sq. ft.(approx.)

Parking Space(s)No: (1).....(2).....(3).....

Type : Covered / Open

2. Basic Sale Price (Super Area) :Rs.....per sq. mtr; Rs.....per sq.ft.

Aggregating to Rs...../- (Rupees) .....

Parking Space Charges (2/3 nos.):Rs...../-

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

Total price payable for the apartment together with the Parking space(s) and Preferential Location Charges :Rs...../-

Note: - Interest bearing maintenance security @ Rs. 100/- per sq. ft. of the super area shall be paid extra and shall carry a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March to be adjusted in the manner to be stated in the Apartment Buyers Agreement; if and until such time the Company retains it.

- Stamp duty and registration charges etc. shall be extra at actuals and to be borne by the applicant.

-The total price above does not include:

- (i) Any tax paid or payable by the company and/or its contractors by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service tax and educational cess or any other taxes by whatever name called, in connection with the construction of the said complex (hereinafter collectively referred to as "Taxes")
- (ii) The Intending allottee shall pay, in addition to the total price a price equal to the proportionate share of Taxes; the proportionate share being calculated in the ratio of super area of the said apartment to the total super area of all the apartments in the said complex.
- (iii) The company shall periodically intimate to the intending allottee, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated in (ii) above and the Intending allottee shall make payment within 30 (Thirty) days of such intimation.

3. PAYMENT PLAN : Down Payment  / Installments

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

5. Provisional booking receipt no. .... dated.....

6. BOOKING: DIRECT/THROUGH SALES ORGANISER

7. Sales Organiser's Name & Address, Stamp with signature: .....

8. Check List for Receiving Officer :

- (a) Booking Amount cheques/drafts
- (b) Customer's signature on all pages of the application form at marked 'X'
- (c) PAN No. & copy of PAN Card / Undertaking
- (d) For Companies : Memorandum & Articles of Association and Certified copy of Board Resolution
- (e) For Foreign Nationals of Indian origin : Passport photocopy /funds from NRE / FCNR A/c
- (f) For NRI : Copy of Passport & Payment through NRE /NRO A/c

9. Remarks:.....

DATE .....

Place.....

Cleared by Stock on.....

ED- MARKETING

Signature.....

**INDICATIVE TERMS AND CONDITIONS  
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL  
ALLOTMENT OF A RESIDENTIAL APARTMENT IN DLF PARK PLACE IN ZONE 11 & 12 OF PHASE V  
OF DLF CITY (earlier known as DLF Qutab Enclave Complex), GURGAON (HARYANA)**

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

1. The Intending Allottee(s) has applied for provisional allotment of a residential apartment with full knowledge of all the laws/notifications and rules applicable to this area in general and this group housing project in particular which have been explained by the Company and understood by him/her.
2. The Intending Allottee(s) has satisfied himself/herself about the interest and title of the Company in the land on which the said apartments are being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her in this respect.
3. The Intending Allottee(s) agree(s) that he/she shall pay the price of the apartment and other charges calculated on the basis of super area which is understood to include pro rata share of the common areas in DLF Park Place including the club and other common facilities, if any, which may be located any where in the said DLF Park Place Project at the sole discretion of the Company. It is further understood by the Intending Allottee(s) that the calculation of super area of the apartment shall be more clearly defined in the Apartment Buyers Agreement and upon execution of that agreement the method of definition of super area stated therein shall become binding on both the parties.
- 4(a). The company has calculated the total price payable by the Intending Allottee for the said Apartment on the basis of its super area which comprises of the apartment area and the undivided share in the common areas and facilities within the said Building (DLF Park Place) only. In addition though not forming a part of the computation of super area for which price is charged, the Intending Allottee shall have the ownership of undivided proportionate share of the land beneath the footprint of the said Building only 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 Intending Allottee 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 Intending Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land beneath the footprint of the said Building 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 Intending Allottee. The Company has made clear to the Intending Allottee that it shall be carrying out extensive developmental / construction activities for many decades in future in the entire area falling outside the land beneath the said Building, in which his/her Apartment is located and that the Intending Allottee has confirmed that he/she 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/her due to such developmental / construction activities or incidental / related activities. It is made clear by the company and agreed by the Intending Allottee that all rights including the ownership thereof of land(s), facilities and amenities (other than those within the said Building and the land beneath the said building only), 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. The Company relying on this specific undertaking of the Intending Allottee in the application may provisionally agree to allot the Apartment and this undertaking shall survive throughout the occupancy of the Apartment by the Intending Allottee, his/her legal representatives, successors, administrators, executors, assigns etc.
- 4(b) The apartment applied for along with the building in which the apartment applied for shall be subject to the provisions of Haryana Apartment Ownership Act, 1983 or any statutory enactment or modifications thereof. 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 Haryana Apartment Ownership Act 1983 shall be conclusive and binding upon the apartment owners and the Intending Allottee 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 said declaration. In this regard it is made clear by the Company and fully understood by the Intending Allottee that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 shall be in strict consonance with Clause 4(a) above and in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said Building in which the said apartment is located. It is made clear that the Company shall be the sole owner of the said lands, facilities, amenities and buildings outside the land beneath the footprint of the said Building in which the said Apartment is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose off the same to any one and in any manner at its sole discretion and the Intending Allottee shall have no claim whatsoever of any sort therein. The Intending Allottee undertakes to join any society/association of the apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
- 4(c) It is made clear by the Company and specifically understood by the Intending Allottee that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and / or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same in the ratio of his/her apartment's value to the total value of the said Building(s)/Project/Scheme, as the case may be, and that the Intending Allottee agrees not to raise any objections in this regard.
5. The Intending Allottee hereby agrees to pay additionally as preferential location charges for preferential location as described in this application and in a manner and within the time as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the layout / building plan, the said Apartment ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout/building plan, the apartment becomes preferentially located, then the Intending Allottee shall be liable and agrees to pay as demanded by the Company additional preferential location charges as stated in the payment plan.
- 6(a). While calculating the sale price of the apartment, the Company has taken into account the external development charges as levied by Government of Haryana on the dates of bilateral agreements / issue of licences and the Intending Allottee agrees to pay to the company any increase in the external development charges levied by the Haryana Government as and when demanded by the Company. In addition the Intending Allottee also agrees to pay Govt. rates, cesses, charges, wealth 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 in proportion to the super area of the apartment 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 Apartment and the Company shall have lien on the Apartment of the intending allottee for the recovery of such charges.
- 6(b) In addition to the external development charges, as mentioned in Clause (6) hereinabove, the Government of Haryana or any other authority, with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. may impose/levy additional levy(ies), fees, cesses, charges etc. known as Infrastructure Development Charges or by whatever name called on prescribed basis either existing or leviable in future and in that event, the Intending Allottee agrees to pay the same either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on pro-rata basis on demand being raised by the Company on him in this regard. It is made clear that the said charges shall be levied on pro-rata basis pertaining to the said apartment in DLF Park Place Complex and the same shall be assessable/applicable/calculable from the date of this Application. It has further clarified to the Intending Allottee that the said Infrastructure

Development Charges shall be payable by the Intending Allottee in addition to the External Development Charges mentioned in Clause (6) hereinabove. In case such Infrastructure Development Charges are levied/demanded by the government from the Company with retrospective effect for any reason whatsoever, the Intending Allottee shall be liable to pay the same on demand being raised by the Company on retrospective basis from the date of this Application on pro-rata basis as stated hereinabove. In case the Sale Deed has already been executed in favour of the Intending Allottee by the Company and the demand of Infrastructure Development Charges has been made by the concerned authority after the execution of such Sale Deed, then in that event the pro-rata demand made by the Company on the Intending Allottee shall be treated as unpaid sale price of the said apartment and the Company shall have a lien on the booked apartment to the extent of such unpaid amount.

7. The rate mentioned in this application is inclusive of the cost of providing electric wiring in each apartment and fire fighting equipment in the common areas only as prescribed in the existing fire fighting code/regulations and power backup of 7.5 KVA for Apartments in DLF Park Towers and 5 KVA for Apartments in DLF Park Heights of "DLF Park Place" at 70% load factor in addition to that for the common areas and services. However, DG Set capacity calculation shall take into account suitable overall diversity of 70%. This back-up is exclusive of the back-up required and provided for Central Air - conditioning plant of the Complex to be located in the services area(s). However, the Price does not include the cost of electric fittings, fixtures, electric and water meter etc. which shall be got installed by the Intending Allottee at his/ her own cost. 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 Intending Allottee 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 intending allottee understands that it is mandatory for him/her to purchase three car parking spaces along with booking of Apartment in DLF Park Towers and Two car parking spaces along with booking of Apartment in DLF Park Heights in "DLF Park Place", and agrees to abide by the above stipulation. It is also understood by the Intending allottee that the allotment of Parkings shall be an integral part of the purchase of the Apartment, and the Intending Allottee shall not be entitled to sell / deal with the car parking space independent of the Apartment. All clauses of this application and Apartment Buyers Agreement pertaining to allotment, possession, cancellation etc. shall apply mutuatim mutandis to the said parking space wherever applicable. However, the Intending Allottee shall be entitled to apply for additional car parking spaces at a price indicated in the payment plan applicable at the time of allotment. It is made clear to the Intending Allottee that the price of the apartment is exclusive of reserved car parking space allotted to him / her for his / her exclusive use. The Intending Allottee agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the said apartment/building for the purpose of the declaration which may be filed by the company under Haryana Apartment Ownership Act, 1983. As the reserved parking space is an integral amenity of the apartment, the Intending Allottee undertakes not to sell/transfer/deal with the reserved parking space independent of the apartment.
9. The Company and the Intending Allottee hereby agree that the earnest money for the purpose of this application and Apartment Buyers Agreement shall be calculated @ 10% of the sales price of the apartment (Sale Price comprises of Basic Sale Price, Preferential Location Charges and Cost of car parking spaces, more particularly defined in the Apartment Buyer's Agreement). The Intending Allottee hereby authorises the Company to forfeit this earnest money along with the interest on delayed payments etc. in case of non- fulfillment of the terms and conditions herein contained and those of the Apartment Buyers Agreement as also in the event of failure by the Intending Allottee to sign and return to the company the Apartment Buyers Agreement within thirty (30) days from the date of its dispatch by the company.
10. The payment on or before due date, of sale price and other amounts payable by the Intending Allottee as per the payment plan accepted by the Intending Allottee or as demanded by the company from time to time is the essence of this application and the Apartment Buyers Agreement.
- 11(a) The Intending Allottee has made this application with full knowledge that the building plans, specifications, location of the apartments / building, in which apartment applied for will be located, floor plans and other terms and conditions as stated in this proposal 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. The Intending Allottees hereby agrees that the Company is fully entitled to increase the number of floors in the said building and / or the height of the said building and the Intending Allottee has no objection to the same. In case the company is able to obtain the necessary approvals for increasing the number of floors and / or increase of the height of the said building then in such case, the company shall inform the Intending allottee about whether the Intending Allottee wishes to move to a higher floor. If the Intending Allottee conveys his desire to shift to a higher floor, the same may be permitted by the company at its sole discretion. Accordingly, this application and the subsequent Apartment Buyers' Agreement shall stand modified to this effect. The intimation of option to shift to a higher floor will be given to all the Intending Allottees by way of written notice.  
  
The Intending Allottee authorises the company to refund the entire money received from the Intending Allottee with simple interest @ 6 % per annum if the company is not in a position allot the said apartment within twelve (12) months of the date of this application and the Intending Allottee has assured the company that he/she shall not raise any disputes in this regard and that his/her consent and authorisation to the company for refund is irrevocable.
- 11(b) The Intending Allottee has seen and accepted the plans, designs, specifications which are tentative and the Intending Allottee authorises the company to effect suitable and necessary alterations / modifications in the layout plan/building plans/parking plans designs and specifications as the company may deem fit or as directed by any competent authority (ies). However, in case of any major alteration / modification resulting in +/-10% change in the super area of the apartment or material change in the specifications of the building / apartment any time prior to and upon the grant of occupation certificate, the company shall intimate to the Intending Allottee in writing the changes thereof and the resultant change, if any, in the price of the apartment to be paid by him/her and the Intending Allottee agrees to inform the company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice failing which the Intending Allottee shall be deemed to have given his full consent to all the alterations/modifications. If the Intending Allottee writes to the company within thirty (30) days of intimation by the company indicating his non-consent/objections to such alterations / modifications then the allotment shall be cancelled and the company shall refund the entire money received from the Intending Allottee with interest @ 6% per annum. The Intending Allottee agrees that any increase or reduction in the super area of the apartment shall be payable or refundable (without any interest) at the rate per sq. mtr. as mentioned in this application.
- 11(c) The Intending Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment / said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit / writ before a competent court or due to force majeure conditions, the Company, after provisional and / or final allotment, is unable to deliver the Apartment / Parking Space(s) to the Intending Allottee for his/her occupation and use, the Intending Allottee agrees that the company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
12. The Company shall endeavour to complete the construction of the said building/apartment within a period of two (2) years from the date of booking subject to timely payment by the Intending Allottee(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan applicable to him or as demanded by the company. The Company on obtaining certificate for occupation and use from the competent authorities shall hand over the apartment to the Intending Allottee for his/her occupation and use and subject to the Intending Allottee having complied with all the terms and conditions of the Apartment Buyers Agreement. In the event of his/her failure to take over and/or occupy and use the apartment provisional and/or finally allotted within thirty (30) days from the date of intimation in writing by the company, then the same shall lie at his/her risk and cost and the Intending Allottee shall be liable to pay to the Company charges @ Rs. 10/- per sq. ft. of the super area per month for the entire period of such delay. If the Company fails to complete the construction of the said building/apartment within three years as aforesaid then the company shall pay to the Intending Allottee charges @ Rs. 10/- per sq. ft. of the super area per month for the period of such delay. The adjustment of charges shall be done at the time of conveyancing of the apartment and not earlier. The said charges shall be distinct charge in addition to maintenance charges, and not related to any other charges as provided in this application and Apartment Buyers Agreement.
- 13(a). The Intending Allottee upon completion of the said Building agrees to enter into a maintenance agreement with any Association / Body / Condominium of apartment owners or any other nominee / Agency / Association(s) or other Body (hereinafter referred to as 'the Maintenance Agency') as may be appointed / nominated by the company from time to time for the maintenance and upkeep of the said plot/said building and the

Intending Allottee undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Intending Allottee is in occupation of the apartment or not. In order to secure due performance of the Intending Allottee in payment promptly the maintenance bills and other charges raised by the maintenance agency, the Intending Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, as Interest Bearing Maintenance Security (IBMS) at the rate of Rs. 100/- per sq. ft. of the super area of the apartment carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March. In case of failure of the Intending Allottee to pay the maintenance bill, other charges on or before the due date, the Intending Allottee in addition to permitting the company / maintenance agency to deny him /her the maintenance services, also authorises the company to adjust in the first instance, the interest accrued on the interest bearing maintenance security against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Intending Allottee further authorises the company to adjust the principal amount of the interest bearing maintenance security against such defaults. If due to such adjustments in the principal amount, the interest bearing maintenance security falls below the agreed sum of Rs. 100/- per Sq. Ft. of the super area of the said apartment, then the Intending Allottee hereby undertakes to make good the resultant shortfall within 15 days of demand by the company. Further, the company reserves the right to increase interest bearing maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Intending Allottee agrees to pay such increases within fifteen days of demand by the Company. If the Intending Allottee fails to pay such increase in the Interest Bearing Maintenance Security or to make good the shortfall as aforesaid on or before its due date, then the Intending Allottee authorises the company to treat the allotment as cancelled without any notice to the Intending Allottee and to recover the shortfall from the sale proceeds of the said Apartment and to refund to the Intending Allottee only the balance of the money realised from such sale after deducting therefrom the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to interest bearing maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Intending Allottee and the Company shall have first charge / lien on the said Apartment in respect of any such non payment of shortfall / increases as the case may be.

The Company shall, if already paid by the Intending Allottee to the Company may, at its sole discretion, refund to the Intending Allottee in full and final settlement of the IBMS, after adjusting therefrom any outstanding maintenance bills and / or other outgoings of the Intending Allottee at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved / discharged and all clauses dealing / concerning the IBMS of this Application, Apartment Buyers' Agreement and the conveyance deed as far as they are applicable to the Company shall cease to be valid and effective. In the alternative, the Intending Allottee hereby authorises the Company to transfer to the Maintenance Agency the IBMS of the Intending Allottee, after adjusting therefrom any outstanding maintenance bills and / or other outgoings of the Intending Allottee at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IBMS and all clauses dealing / concerning the IBMS of this Application, Apartment Buyers' Agreement and the Conveyance Deed as far as they are applicable to the Company shall cease to be valid and effective. It is hereby specifically agreed by the Intending Allottee that such transfer of IBMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment Ownership Act, 1983 by the Company for the said Complex. Further the Intending Allottee agrees that the Maintenance Agency / Association of Apartment Owners, upon transfer of the IBMS or in case fresh IBMS is sought from the Intending Allottee(s) as stipulated hereinabove, shall have the sole right to modify / revise all or any of the terms of the IBMS, Tripartite Maintenance Agreement, including but not limited to the amount / rate of IBMS, etc.

- 13(b) The apartments (except utility and toilets) are proposed to be provided with chilled water for air conditioning for a capacity equivalent to as mentioned in table below through central air-conditioning plant(s) located in the services areas of "DLF Park Heights" and "DLF Park Tower" at "DLF Park Place" at a suitable diversity of 60%. Passive cooling will be done in the toilets by means of exhausting cool air.

Sl. No.	Typical Apartments	AC Capacity (TR) per Apartment
1	Apartments of tentative salable area upto 2000 sq. ft.	8
2	Apartment of tentative salable area 2150 to 2350 sq. ft.	9
3	Apartment of tentative salable area above 2500 sq. ft.	10

The Intending Allottee undertakes to pay at a rate to be determined by the company / Association of Apartment Allottees / Maintenance Agency for the utilization of the chilled water through BTU meters installed by the company for each apartment and further agrees to pay the fixed and other charges for the central air conditioning plant(s), which may form a part of the maintenance charges of DLF Park Place or may be billed separately by the company / Association of Apartment Allottees / Maintenance Agency at its / their sole discretion.

14. The Intending Allottee 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 Apartment in favour of the Intending Allottee which shall be executed and got registered after receipt of the full sale price, other dues, including payment of Interest Bearing Maintenance Security payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Allottee in respect of the Apartment and parking space(s) allotted to him/her. In case the Intending Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Intending Allottee towards the said charges and expenses and the Intending Allottee shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in Clause (15) hereof. The Intending Allottee undertakes to execute the sale deed within sixty (60) days from the date of company intimating in writing the receipt of the certificate for use and occupation of the said building from the competent authority failing which the Intending Allottee authorises the company to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the allottee without any interest upon realisation of money from resale / reallocation to any other party.
15. It shall be incumbent on the Intending Allottee to comply with the terms of payment and/or other terms and conditions of the Apartment Buyers Agreement failing which he/she shall forfeit to the company the entire amount of earnest money, interest on delayed payment etc. and the allotment / Apartment Buyers Agreement shall stand cancelled and the Intending Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the apartment and the parking space(s). The company shall thereafter be free to resell and/or deal with the said apartment 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 etc. would be refunded to the Intending Allottee 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 said Apartment for all its dues payable by the Intending Allottee to the company.

Without prejudice to the company's aforesaid rights, the company may at its sole discretion waive the breach by the Intending Allottee in not making payments as per the payment plan but on the condition that the Intending Allottee 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.

16. The company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Intending Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the company may impose. The Intending Allottee 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 Intending Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of allotted Apartment. However, in the event of any imposition of such executive instructions at any time after the date of this application to restrict nomination / transfer/ assignment of the allotted apartment by any authority, the Company will have to comply with the same and the Intending Allottee has specifically noted the same.

17. The Intending Allottee hereby authorises and permits the company to raise finance/loan from any Financial Institution / Bank by way of mortgage / charge / securitization of receivables of his / her apartment subject to the 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 Intending Allottee or in respect of the loan granted for the purpose of the construction of the said building / complex. In case of the Intending Allottees who have opted for long term payment plan arrangement with any Financial Institutions / Banks, the conveyance of the apartment in favour of the Intending Allottee shall be executed only upon the company receiving No Objection Certificate from such Financial Institutions/Banks.
18. The Intending Allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the Intending Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the company and its agents and representatives, estate and effects, indemnified and harmless against 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 Intending Allottee.
19. It is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Apartment it shall be the sole responsibility of non-resident/foreign national of Indian origin /foreign nationals/ foreign companies to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment 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 Apartment Buyers Agreement. Any refund, transfer of security if provided in terms of the Apartment Buyers Agreement 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. The Intending Allottee understands and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Intending Allottee shall keep the company fully indemnified and harmless in this regard. The company accepts no responsibility in this regard.
20. The Intending Allottee 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 Intending Allottee. In case of joint allottees, all communication shall be sent to the first named allottee in this application.
21. The provisional and/or final allotment of the Apartment is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
22. It is specifically agreed and understood by the intending Allottee that this proposal / application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all apartments to anybody or altogether decide to put at abeyance the project itself, for which the Intending Allottee shall not raise any dispute / claim any right/title/interest on the acceptance of this proposal and receipt of the initial token money being received by the Company with this proposal from the Intending Allottee. Further, the provisional and/or final allotment of the Apartment is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reason thereof.
23. It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in the Apartment Buyers Agreement shall supercede the terms and conditions as set out in this application.
24. 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.
25. The Company reserves the right to transfer ownership of the said DLF Park Place in whole or in parts to any other entity such as 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 in its sole discretion without any intimation, written or otherwise to the Intending Allottee and the Intending Allottee agrees that he/she shall not raise any objection in this regard.
26. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Apartment 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 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 and whose decision shall be final and binding upon the parties. The Intending Allottee hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Intending Allottee confirms that notwithstanding such relationship/connection, the Intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

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 comprehensively set out in the Apartment Buyers Agreement which shall supercede 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 Apartment 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 and/or Apartment Buyers Agreement. 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 have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. 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 including but not limited to as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the apartment applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:.....

Place:.....

SIGNATURE OF THE INTENDING ALLOTTEE(S)