



**APPLICATION FOR ALLOTMENT OF TOWN HOUSE**




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**Application for Allotment of Town Houses in Garden City DLF New Indore,  
AB By Pass Road, Indore, Madhya Pradesh, India.**

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DLF Garden City Indore Private Limited  
B-34, Inner Circle, Connaught Place,  
New Delhi - 110 001.

Dear Sirs,

I/We the Applicant(s) understand that M/s. DLF Garden City Indore Private Limited, (hereinafter referred to as the "Company") is promoting a residential township under the name and style of "Garden City DLF, New Indore" (hereinafter referred to as "Said Township") at AB Bye Pass Road, Indore, Madhya Pradesh, India.

I/We request that I/we may be provisionally allotted a Town House in Garden City DLF, New Indore under your Down Payment Plan  / Installment Payment Plan .

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

I/We enclose herewith bank draft/cheque no ..... for Rs.....

(Rupees .....only)

dated ..... drawn in favour of DLF Garden City Indore Private Limited payable at  
....., towards the booking amount of the Said Town House .

In the event of the Company agreeing to provisionally allot the Said Town House, I/we agree to pay installments of Total Price and all other dues as stipulated in this Application and/or 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 Allotment Letter 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 the Said Town House in the Said Township notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money deposited with this Application. It is further understood that only on signing and executing the Allotment Letter by me/us and agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. I/We understand that the building plans for the Said Town House are not yet sanctioned by the concerned authorities including Mangliya Gram Panchayat, Tehsil Sanwer, Indore and in case because of any reasons the plans shown to me/us are changed then the Company shall have the sole discretion to allot an alternative Town House. I understand that if for any reasons other than reasons attributable to me/us if the Company is not in a position to finally allot the Said Town House within a period of thirty (30) months from the date of this Application or abandoning of the project. I/we, shall have the option to give/take the refund of the booking amount by giving thirty (30) days notice in writing and the Company shall refund the booking amount deposited with simple interest @ 9 % per annum from the date of receipt till the date of notice.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, charges, rates, Taxes, cesses, levies, etc. and forfeiture of Earnest Money as laid down herein.

X .....(Sole/First Applicant)

X .....(Second Applicant)





\_\_\_\_\_ per sq.mtr. of the Super area for corner  
 Town House aggregating to Rs. \_\_\_\_\_ /-  
 : \*@ Rs. \_\_\_\_\_/- per sq. ft. @ Rs.  
 \_\_\_\_\_ per sq.mtr. of the super area for park  
 facing aggregating to Rs. \_\_\_\_\_ /-  
 : \*@ Rs. \_\_\_\_\_/- per sq. ft. @ Rs.  
 \_\_\_\_\_ per sq.mtr. of the super area for commercial  
 spaces facing aggregating to Rs. \_\_\_\_\_ /-

Total Price payable for the Said Town House with/without\* preferential location charge:  
 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\*Strike whichever is not applicable.

5. DECLARATION:

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

Date \_\_\_\_\_

Place \_\_\_\_\_

Yours faithfully,

Signature of first Applicant(s)

Signature of second Applicant(s)

**FOR OFFICE USE ONLY**

RECEIVING OFFICER: Name \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

1. ACCEPTED / REJECTED

2. Type of Town House :

Plot Area : Rs. \_\_\_\_\_ per sq. ft. (approx.) Rs. \_\_\_\_\_ per sq. ft. (approx.)

Town House on Plot No. :

3. DETAILS OF PRICING:

Basic sale price : Rs. \_\_\_\_\_ per sq. ft.

(Super Area) (Rs. \_\_\_\_\_ per sq. ft.) / Rs. \_\_\_\_\_ per sq. mtr.

Total Basic Sale Price : Rs. \_\_\_\_\_ /-

**Preferential location charges,  
 If applicable**

Rs. \_\_\_\_\_ /-

: \*@ Rs. \_\_\_\_\_/- per sq. ft. @ Rs.

\_\_\_\_\_ per sq.mtr. of the Super area for corner

Town House aggregating to Rs. \_\_\_\_\_ /-

X .....(Sole/First Applicant)

X .....(Second Applicant)

: \*@ Rs. \_\_\_\_\_/- per sq. ft. @ Rs. \_\_\_\_\_ per sq.mtr. of the super plot area for park facing aggregating to Rs. \_\_\_\_\_ /-

: \*@ Rs. \_\_\_\_\_/- per sq. ft. @ Rs. \_\_\_\_\_ per sq.mtr. of the super area for commercial spaces facing aggregating to Rs. \_\_\_\_\_ /-

Total Price payable for the Said Town House with/without\* Preferential location charge : Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\*Strike whichever is not applicable.

4. PAYMENT PLAN: Down Payment  /Installment

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

6. Provisional booking receipt no. \_\_\_\_\_ dated \_\_\_\_\_.

7. BOOKING: DIRECT  / THROUGH SALES ORGANIZER

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

9. Check List for Receiving Officer:

- (a) Booking Amount cheque/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 and payment either through foreign Inward Remittance from the account of Applicant(s) or from Non-Resident/FCNR A/c. of Applicant(s).
- (f) For NRI: Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant(s) or from Non-Resident A/c. of Applicant(s).

10. Remarks: \_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

Authorised Signatory

Place \_\_\_\_\_

Signature \_\_\_\_\_

X .....(Sole/First Applicant)

X .....(Second Applicant)

**TERMS AND CONDITIONS**  
**FORMING THIS APPLICATION FOR PROVISIONAL ALLOTMENT**  
**OF A TOWN HOUSE IN GARDEN CITY DLF NEW INDORE,**  
**INDORE, MADH**

The terms and conditions given below will be more comprehensively set out in the Allotment Letter which upon execution shall supercede. 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.

“**Allotment Letter**” shall mean the Town House Allotment Letter which will be executed as per the standard format of the Company.

“**Applicant(s)**” shall mean the applicant(s) applying for allotment of the Said Town House whose particulars are set out in this Application and who have appended their signatures as an acknowledgement of having agreed to the terms and conditions of this Application and the Allotment Letter

“**Application**” shall mean this application form for provisional allotment of residential Town House in Garden City DLF, New Indore, AB By Pass Road, Indore, Madhya Pradesh, India, along with the terms and conditions contained herein.

“**Earnest Money**” shall mean the amount of Rs.3.5 lacs or Rs.4 lacs deposited with this Application as booking amount.

“**EDC**” means the external development charges for the external development services provided by the Madhya Pradesh Government which shall be charged additionally. As per the present rate laid down by the Madhya Pradesh Government the tentative charges works out to be Rs. 3 per sq. ft. ( Rs. Three per sq. ft.) / Rs. 32 per sq. meter ( Rs. Thirty-two per sq. meter ) of the plot area to be paid by the Applicant(s) at the time of offer of possession or as and when demanded by the Company and also includes any additional extra development charges demanded by the Company.

“**IBMS**” means the interest bearing maintenance security for the maintenance and upkeep of the Said Township to be paid as per the payment plan to the Company or the Maintenance Agency @ Rs 10/- per sq. ft. ( Rs. Ten per sq. ft) / @ Rs.107 per sq. meter ( Rs. One hundred seven per sq. meter) of the plot area of the Said Town House, 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 ~~which ever is lower~~ at the close of each financial year on 31<sup>st</sup> March.

“**IDC**” means the infrastructure development charges, calculated from the date of this Application with regard to the development of State/National Highways, transport, irrigation facilities, power & water facilities etc. or by whatever name called, on prescribed basis either existing or leviable in future, to be paid by the Applicant(s).

“**Maintenance Agency**” means the Company or association of Town House allottees or such other agency/ body/ Company, to whom the Company may handover the maintenance and who shall be responsible for providing the maintenance services within the Said Township.

“**Maintenance Charges**” shall have the meaning ascribed to it in the draft tripartite maintenance agreement contained in Annexure of the Allotment Letter

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

X .....(Sole/First Applicant)

X .....(Second Applicant)

**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, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the township and/or construction of the Said Town House, now or in future.

**Total Price** means sale price of the Said Town House inclusive of the preferential location charges, if the Town House is preferentially located and the cost of providing electric wiring and switches in the Said Town House. The total price does not include other amounts, charges, security amount etc., payable as per the terms of the Allotment Letter including:

- (i) IBMS @ Rs 10/- per sq. ft. ( Rs. Ten per sq. ft) / @ Rs.107 per sq. meter ( Rs. One hundred seven per sq. meter) of the plot area which shall be deposited by the Applicant(s) with the Company.
- ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Allotment Letter and sale deed etc. which shall be borne and paid by the Applicant(s).
- iii) **Taxes:**
  - a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s) to the Company in addition to the Total Price. The proportionate share shall be the ratio of the plot area of the Said Town House to the total plot area of all the town houses in the Said Township.
  - b) The Company shall periodically intimate to the Applicant(s) herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above and the Applicant(s) shall make payment of such amount within 30 (thirty) days of such intimation.
- iv) The Maintenance Charges, additional preferential location charges, property tax, municipal tax on the Said Town House and IDC, EDC and any additional EDC, IDC, municipal tax, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Township.
- v) The cost of electricity including electric fittings, fixtures, geysers, and electric meter and its connection. The cost for installation of the equipment for procuring and supplying water as well as the charges for water connection.
- vi) The charges for the portico/car garage as mentioned in clause 5 which shall be payable by the Applicant(s) as and when demanded by the Company.
- vii) The club charges and any other charges that may be payable by the Applicant(s) as per the Allotment Letter and as on demand by the Company.

For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

1. The Applicant(s) has applied for provisional allotment of the Said Town House and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the construction of the Said Township and has also satisfied himself about the title/ interest/rights of the Company in the land on which the Said Township is being developed. The Applicant(s) shall pay the Total Price of the Said Town House and other charges calculated on the basis of plot area which shall be more clearly defined in the Allotment Letter and the Applicant(s) affirms to be bound by the same.
2. The Applicant(s) agrees to pay the Total Price including but not limited to charges which do not form part of the Total Price and that such charges shall be payable by the Applicant(s) on the basis of the plot area and shall abide by the terms and conditions of the Allotment Letter. The Applicant(s) shall not have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Town House, save and except the use of common areas (for the purposes of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant(s). The Applicant(s) acknowledges that the Company shall be carrying out extensive development/ construction activities for many years in future in the entire area falling within/ outside the Said Township in which the Said Town House is located and that the Applicant(s)

X .....(Sole/First Applicant)

X .....(Second Applicant)



shall not have a right to raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such development /construction activities or incidental / related activities. The Company shall remain the owner of all land(s), facilities and amenities (other than the Said Town House), 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. The Applicant(s) agrees that if, due to any change in the lay out plan, the Said Town House 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 plan, the Said Town House 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 per the payment plan opted by the Applicant(s).

4.

The Applicant(s) shall be required to pay Rs. 60,000/ towards the club membership fees and as and when demanded by the Company. The Applicant shall be liable to fill in the form for the membership and shall be bound and abide by the terms and conditions of the club. The membership fee shall be for a period of 5 years, or such other term, as specified in the detailed terms and conditions for the membership of the club. The Applicant shall also be liable such other charges as mentioned in the terms and conditions.

The actual usage will be payable as per the usages and services availed by the Applicant.. After 5 years the Applicant shall have the option to renew the membership on payment of such charges and on such terms and conditions as applicable at that time.

5. The Company shall, subject to the approval by the appropriate authority construct a portico car garage in the Said Town House and the Applicant(s) agrees and undertakes to pay a lumpsum payment of following amounts as and when demanded by the Company.
- a) town house constructed on plot area approx. 112 sq. mtr(1200 sq. ft) = Rs.1.65 lac;
  - b) town house constructed on plot area approx. 130 sq. mtr (1400 sq ft.) = Rs.2 lac.
6. The Applicant(s) agrees to pay the EDC as and when demanded by the Company. The Applicant(s) agrees to additionally pay on demand any increase in EDC, if any, levied by whatever name called in or in whatever form and with all such conditions imposed by the competent authorities. If such EDC is increased/demanded (including with retrospective effect) after execution of the conveyance deed the Applicant(s) agrees to pay such charges directly to the government or to the Company forthwith of the Company raising such demand. The Applicant(s) agrees that the Company shall have the first charge and lien on the Said Town House to the extent of unpaid amount.
7. The Applicant(s) agrees to pay an adjustable contingency security deposit of Rs.5/- per sq.,ft. ( Rs. Five per sq. ft) Rs. 54 per sq. meter ( Rs Fifty four per sq. meter) of the plot area as and when demanded by the Company which shall be adjusted towards EDC or IDC or any increase in EDC or IDC. In the case the Applicant(s) fails to make the payment of EDC or IDC or any increase in IDC/EDC in accordance with the demand raised by the Company, then the Company shall have the right to adjust such amount from the adjustable contingency security deposit and the Applicant(s) shall be liable to replenish the same within a period of 3 working days, failing which the Applicant(s) shall be liable to pay interest @ 7% per annum on the short fall of the adjustable contingency security deposit.

X .....(Sole/First Applicant)

X .....(Second Applicant)

8. The Applicant(s) agrees and confirms to pay the IDC either directly to the concerned authorities or if paid by the Company or demanded from the Company, pay the same to the Company on pro-rata basis in accordance with the demand being raised by the Company on the Applicant(s) in this regard. The Applicant(s) acknowledges that in case IDC is levied/ demanded by the government or any authority from the Company with retrospective effect or after execution of the conveyance deed, the Applicant(s) shall be liable to pay the same on demand. The demand raised by the Company on the Applicant(s) shall be treated as unpaid sale price of the Said Town House and the Company shall have first charge and lien on the Said Town House to the extent of such unpaid amount till such amount paid by the Applicant(s).
9. The Applicant(s) is aware that the Company, or its agents may at their sole discretion and without being under any obligation and subject to such Government approvals as may be necessary, enter into an arrangement of procuring and supplying water to Said Township from any nearest river, canal, reservoir and/or any other source. The Applicant(s) agrees to pay on pro-rata basis the cost of the water supply equipment installed for procuring and supplying water to the Said Township by whatever name called either directly to the concerned authorities or if paid by the Company reimburse the same to the Company on demand.

The Applicant(s) shall pay the Company or its agents as the case may be such amounts and other charges for the actual consumption of water so supplied to Said Town House based on such tariff as may be fixed by the Company or its agents in its sole discretion. This clause will survive the execution and registration of the conveyance deed. The Applicant(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the said Town House and the Company shall have the first charge and lien on the said Town House to the extent of such unpaid amount.

10. The Applicant(s) acknowledges that the Company shall provide the necessary infrastructure only upto the feeder pillar located as per the layout approved by the Madhya Pradesh Pashcim Kshetra Vidyut Vitaran Co. Ltd, Indore / concerned government authority. The Applicant(s) shall be liable to obtain electric connection of the required capacity (KW) from Madhya Pradesh Pashcim Kshetra Vidyut Vitaran Co. Ltd, Indore/ concerned government authority on payment of all expenses including cabling from the feeder pillar onwards, meter box with meter, related accessories, miscellaneous expenses etc. on this account.
11. The Applicant(s) agrees that the Company shall be entitled to forfeit the Earnest Money along with the interest on delayed payments, interest on installments paid/payable and brokerage paid, if any, etc in case of non- fulfillment/ breach of the terms and conditions herein contained and those of the Allotment Letter , including withdrawal of the Application, and also in the event of failure by the Applicant(s) to sign and return to the Company the Allotment Letter within thirty (30) days from the date of its dispatch by the Company.
12. The Applicant(s) agrees that time shall be the essence in respect of all the payments and the payments which are the conditions for allotment on or before due date of Total Price as per the payment plan opted by the Applicant(s) and/or as demanded by the Company from time to time.
13. The Applicant(s) has inspected the plans and has applied for the provisional allotment of the Said Town House with the specific knowledge that the plans, designs, specifications, measurements, dimensions, location of the Said Town House 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 and subject to changes by the competent authority. However, in case of any major alteration / modification resulting in +/- 10% change in the plot area of the Said Town House or material change in the specifications of the Said Town House 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 duly informed in writing by the Company of such change and the difference in price of the Said Town House 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, 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 full 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

X .....(Sole/First Applicant)

X .....(Second Applicant)

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 plot area of the Said Town House shall be payable or refundable (without any interest) at the rate per sq. mtr. / sq. feet as mentioned in this Application.

14. The Applicant(s) agrees that in case the Company is unable to deliver the Said Town House 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 Town House / Said Township 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 Town House in which case the Company shall only be liable to refund the amounts received from the Applicant(s), without any interest or compensation whatsoever.
15. Subject to other terms of this Application and the Allotment Letter 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 Town House within twenty-four (24) months from the date of execution of the Allotment Letter by the Company or within any extended period or periods of ninety (90) days. Thereafter the Company shall offer the possession of the Said Town House to the Applicant(s). Any delay by the Applicant(s) in taking the possession would attract holding charges @ Rs.5/- per sq. ft. ( Rs. Five per sq. ft) Rs. 54 per sq. meter ( Rs Fifty four per sq. meter). per month of the plot area for any delay of full one month or any part thereof. Subject to the terms and conditions of the Allotment Letter, in case of any delay by the Company in completion of the construction of the Said Town House, the Company shall pay compensation @ Rs.5/- per sq. ft. per month of the plot area to the Applicant(s).
16. The Applicant(s) agrees to enter into a maintenance agreement with the Maintenance Agency for the maintenance and upkeep of the Said Township and undertakes to pay the maintenance bills and the IBMS thereof.
17. The Applicant(s) agrees to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Allotment Letter and conveyance deed of the Said Town House 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 Town House , in case of failure to pay the same 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, interest on installments paid or payable, brokerage, if paid, etc., and refund the balance amount to the Applicant(s) without any interest upon realization of money from re-sale/re-allotment to any other party.
18. The Applicant(s) agrees to comply with terms and conditions of the Application and the Allotment Letter, failing which the Company shall have the right to cancel/terminate the allotment or/the Allotment Letter and forfeit the entire amount of Earnest Money, interest on delayed payment, interest on instalments paid or payable, 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 Town House. The Company shall thereafter be free to resell and/or deal with the Said Town House in any manner whatsoever. The amount(s) if any, paid over and above the Earnest Money, interest on delayed payment, interest on instalments paid or payable, brokerage, etc., would be refunded to the Applicant(s) by the Company only after realising such amounts from reselling but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Town House for all its dues payable by the Applicant(s) to the Company.

X .....(Sole/First Applicant)

X .....(Second Applicant)

- 19. The Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or the Allotment Letter and the Applicant(s) is required to comply with all its obligations on its own.
- 20. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the payment plan as opted by the Applicant(s) on the condition that the Applicant(s) shall pay to the Company interest on amounts due which shall be charged for the first 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.
- 21. The Applicant(s) agree that the Allotment Letter is not assignable nor the name of the Applicant(s) can be substituted and deleted for a period of one (1) year from the date of execution of the Allotment Letter. However, after expiry of one year, the Company may, at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, 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.
- 22. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the Said Town House subject to the Said Town House 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 Town House for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.
- 23. The Applicant(s) agrees that in case the Applicant(s) opts for a loan arrangement with any financial institutions / banks for the purchase of the Said Town House, the conveyance of the Said Town House in favour of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/banks.
- 24. The Applicant(s) shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and the Allotment Letter.
- 25. The Applicant(s) agrees that in respect of all remittances, acquisition / transfer of the Said Town House, 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.
- 26. The Applicant(s) agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint Applicant(s) communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all the Applicant(s).
- 27. The Applicant(s) understands that the provisional and/or final allotment of the Said Town House is entirely at the discretion of the Company.
- 28. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the town house(s) in the Said Township to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund the entire amount with 9% interest.

X .....(Sole/First Applicant)

X .....(Second Applicant)

- 29. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the Said Township 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.
- 30. The Applicant(s) acknowledges that he is fully aware that the land on which the Said Town House/ Said Township is being constructed/developed has been mortgaged with the local authorities as required under the applicable laws and the Said Town House is being allotted to him subject to that mortgage, which shall be redeemed before the execution of the sale deed in favour of Applicant(s). It is agreed between the parties that if due to any reason whatsoever the Company is unable to redeem the mortgage before the execution of the sale deed, in such an event the Applicant(s) shall only be entitled to refund of the entire amount received by the Company without any compensation and/or interest thereon.
- 31. The Applicant(s) agrees that in the event of any dispute or differences arising out of 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 Indore only. The Courts at Indore 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.

Date:

Place:



SIGNATURE OF THE FIRST APPLICANT

SIGNATURE OF THE FIRST APPLICANT

X .....(Sole/First Applicant)

X .....(Second Applicant)

## **PAYMENT SCHEDULE**

### **TOWN HOUSES IN GARDENCITY DLF, NEW INDORE PHASE-1**

#### **DOWN PAYMENT PLAN**

<b>DOWN PAYMENT REBATE</b>	<b>1.75%</b>
<b>ON APPLICATION FOR BOOKING</b>	<b>10% OF SALE PRICE(BSP+PLC)</b>
<b>WITHIN 30 DAYS OF BOOKING</b>	<b>85% OF SALE PRICE ( LESS: Down Payment Rebate)</b>
<b>AT THE TIME OF POSSESSION</b>	<b>5% OF SALES PRICE + IBMS + OTHER CHARGES +</b> <b>PORTICO : RS.1,65,000/- ( SUPER AREA 1875 SQ.FT.)</b> <b>: RS.2,00,000/- ( SUPER AREA 2160 SQ.FT.)</b>

#### **TIME LINK PAYMENT PLAN**

<b>ON APPLICATION OF BOOKING</b>	<b>10% OF SALES PRICE (BSP+PLC)</b>
<b>WITHIN ONE MONTH OF BOOKING</b>	<b>20% OF SALES PRICE</b>
<b>WITHIN THREE MONTHS OF BOOKING</b>	<b>30% OF SALES PRICE</b>
<b>WITHIN SIX MONTHS OF BOOKING</b>	<b>35% OF SALES PRICE</b>
<b>AT THE TIME OF POSSESSION</b>	<b>5% OF SALES PRICE + IBMS + OTHER CHARGES+</b> <b>PORTICO : RS.1,65,000/- ( SUPER AREA 1875 SQ.FT.)</b> <b>: RS.2,00,000/- ( SUPER AREA 2160 SQ.FT.)</b>

**Notes**

- ~~1. The rebate for early payments shall however be subject to change from time to time and is presently @ 11% per annum calculated on the net amount.~~
2. The yearly simple interest payable on IBMS shall be determined by the company as per the applicable rates on "one year" Fixed Deposits accepted by State Bank of India at the close of each financial year on 31<sup>st</sup> March.
3. Stamp duty & Registration charges shall be payable along with the last installment as applicable.
4. The Company would pay compensation to its customers @ Rs.5 per sq.ft. per month for any delay in handing over the product beyond the committed period mentioned in the Town House Allotment Letter. Similarly, the customer would be liable to pay holding charge @ Rs.5/- per sq.ft. per month if he / she fails to take possession within 30 days from the date of the company issuing notice of possession.
5. Prices indicated above are subject to revision from time to time at the sole discretion of the company.
6. External Development charges amounting to Rs.3/- per sqft (approximately) calculated as per current rates, shall also be paid by the Intending Allottee(s) at the time of possession

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The Applicant(s) shall be required to pay Rs. 60,000/ towards the club membership fees and as and when demanded by the Company. The Applicant shall be liable to fill in the form for the membership and shall be bound and abide by the terms and conditions of the club. The membership fee shall be for a period of 5 years, or such other term, as specified in the detailed terms and conditions for the membership of the club. The Applicant shall also be liable such other charges as mentioned in the terms and conditions.

The actual usage will be payable as per the usages and services availed by the Applicant.. After 5 years the Applicant shall have the option to renew the membership on payment of such charges and on such terms and conditions as applicable at that time.

8. Prices, terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive.

**For detailed terms & conditions please refer to the Application form**

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X .....(Sole/First Applicant)

X .....(Second Applicant)



## **DLF HOMES**

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### **DLF HOMES MARKETING OFFICE**

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