

HYDE PARK TERRACES, MULLANPUR

Kindly read carefully.

Important Instructions to the Allottee.

The Allottee(hereinafter defined) states and confirms that the Allottee has obtained requisite information from the Company and the Allottee is aware of the availability of the Agreement (hereinafter defined) on the Website and at the Company's office at 2nd Floor, Gateway Tower, Phase-III, DLF City, Gurgaon-122002 and at Hyde Park Estate Sales Office, Chandigarh Siswan Road, Mullanpur Barrier, Mullanpur, District SAS Nagar, Punjab. The Allottee confirms that the Allottee has read and perused the Agreement, containing the detailed terms and conditions and confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Allottee is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement. Thereafter the Allottee has applied for allotment of an independent floor in the Said Project (hereinafter defined) and has requested the Company to allot an independent floor. The Allottee agrees and confirms to sign the Agreement in entirety and to abide by the terms and conditions of the Agreement, as mentioned herein.

The Allottee will execute two (2) copies of the Agreement for each independent floor to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the Said Independent Floor (hereinafter defined). The Allottee agrees and understands that if the Allottee fails to execute and deliver the Agreement alongwith all annexures in its original form and all amounts due and payable as per the schedule of payments within thirty (30) days from the date of its dispatch by the Company, then the Allottee authorizes the Company to cancel the allotment and on such cancellation the Allottee consents and authorizes the Company to forfeit the Earnest Money (hereinafter defined) and Non Refundable Amounts (hereinafter defined) paid by the Allottee and the Allottee shall be left with no right, title or interest whatsoever in the Said Independent Floor booked by the Allottee.

The Allottee further agrees and understands that the company is not obliged to send any notice/reminder in this regard.

This Agreement shall not be binding on the Company until executed by the Company through its authorized signatory. The Company will have the option in its sole discretion to either accept or reject the signed Agreement within 30 days after receiving the Agreement from the Allottee. If the Company decides to accept the Agreement then a signed copy of the Agreement will be returned to the Allottee for his/ her reference and record and the other copy shall be retained by the Company.

The Company reserves the right to request thorough identification, financial and other information as it may so desire concerning the Allottee. The Company may reject and refuse to execute the Agreement if it is found that the Allottee has made any corrections / cancellations / alterations / modifications therein. The Company reserves the right to reject any agreement executed by the Allottee without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Agreement in which case the decision of the Company shall be final and binding on the Allottee.

The Allottee confirms having read and understood the above instructions and each and every clause of the Agreement and the Allottee now executes the Agreement being fully conscious of his/ her rights and obligations and limitations of the Company thereunder and undertakes to faithfully abide by all the terms and conditions of the Agreement.

Instructions for execution of the Agreement:

- 1) Kindly sign along with joint allottee, if any, on all places marked (x) in the Agreement including all annexures.
- 2) Kindly paste at the space provided, colour photographs including of joint allottee and sign across the photographs.
- 3) Both signed copies of the Agreement in its original form alongwith all annexures should be returned to the Company by registered post (AD)/hand delivery only within the time stipulated.
- 4) Kindly sign next to the tentative typical independent floor plan in annexure (VI) as applied by you.
- 5) Witnesses signatures to be done only on page 28.

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

X.....
(Second Applicant)

HYDE PARK TERRACES
INDEPENDENT FLOOR BUYER'S AGREEMENT

This Agreement made at _____ on this _____ day of _____, 2012

BETWEEN

DLF India Limited, a company registered under the Companies Act, 1956 having its registered office at I-E, Jhandewalan Extension, New Delhi, (hereinafter referred to as the 'Company', which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) through its duly Authorized Signatory Shri _____ S/o _____ R/o _____, vide board resolution dated _____ of the **FIRST PART**.

AND

1. Shri/Smt. _____

Son/Daughter/Wife of Shri _____

Resident of _____

*2. Shri/Smt. _____

Son/Daughter/Wife of Shri _____

Resident of _____

(* to be filled up in case of joint purchasers)

(hereinafter singly/jointly, as the case may be, referred to as the "**Allottee**" which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, legal representatives and successors).

** M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at _____ (hereinafter referred to as the '**Allottee**' which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs and legal representatives) of the Other Part through its duly authorised partner Shri/Smt. _____ S/W/D of _____ R/o _____.

** M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____ and corporate identification number _____ (hereinafter referred to as the '**Allottee**' which expression shall, unless repugnant to the context or meaning thereof, include its successors) of the Other Part (copy of Board Resolution along with a certified copy of memorandum & articles of association required) acting through its duly authorized signatory Shri/Smt. _____ S/W/D of _____ R/o _____ authorized by board resolution dated _____ of the **OTHER PART**

(** Delete whichever is not applicable)

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

X.....
(Second Applicant)

Company's representations

- A. The Company has already been granted approval by the Punjab Government, Department of Housing and Urban Development, for setting up of Mega Housing Project in an area of 200 acres or thereabouts falling in Villages Salamatpur, Devinagar, Bharonjian and Ratwara in local area of Mullanpur and have absolute right to market, sell, allot independent floors, receive monies, give receipts, execute conveyance, other documents, etc. and, as such, the Company is competent to enter into this Agreement.
- B. The Said Project (hereinafter defined) is proposed to be set up in accordance with the terms and conditions of the Mega Housing Project Policy issued by the Punjab government and as may be amended in future by the Competent Authority.
- C. The Company is the owner of various parcels of land comprising of over 200 acres or thereabouts falling in the revenue estate of Villages Devinagar, Salamatpur, Bharunjian and Ratwara within Mullanpur Planning Area (hereinafter referred to as the **"Said Land"**).
- D. The Company has acquired some land and will be acquiring more lands in the neighborhood of the Said Land and such land as and when approved by the competent authorities, may be made part of the Said Land and accordingly, the area of the Said Land may stand enhanced and in such case the layout plan as given in **Annexure-I** of this Agreement shall automatically stand changed and shall stand substituted by such subsequently approved layout plans which shall be deemed to form part of this Agreement.
- E. The Company has specifically made it clear that the layout plan of the Said Project, as annexed hereto in **Annexure-I** has been approved by the Chief Town Planner, Punjab (**"CTP/PUDACTP"**)/concerned authority(ies). However, the Company may change the layout plan/building plan as may be considered necessary due to any direction/condition imposed by the Chief Town Planner, Punjab (**"CTP/PUDACTP"**)/any competent authority at any stage, which shall then be binding on the Allottee (hereinafter defined). The Allottee hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Allottee in this regard, i.e. for the purpose of making any change in the layout plan/building plan and/or in order to comply with the direction/condition imposed by any competent authority. In that event, the layout plan/building plan of the Said Building/Said Project(both terms hereinafter defined), as may be amended and approved from time to time, shall supersede the layout plan as given in **Annexure-I** hereto and/or previously approved layout plan/building plan, as the case may be.
- F. The layout plan of the Said Land/Said Project as given in **Annexure- I** of this Agreement may have plotted areas, commercial and institutional complex, convenient shopping centers, schools, etc., however, this Agreement is confined and limited in its scope only to the sale of the Said Independent Floor(hereinafter defined) in the Said Project. The Allottee understands that the area of the Said Land or thereabout may be modified in future to the extent as may be required/ desired by the Company in its sole discretion and the Company shall be free to carry out/ develop it in any manner, as it may deem fit and/ or pursuant/ consequent to any direction/ approval by any competent authority
- G. It is clarified that the Company has not intended to convey any right or interest in any of the land falling outside the Said Land and no impression of any kind has been given with regard to the constructions that may take place on the land outside the Said Project/Said Land.

Allottee's Representations

- H. The Allottee vide Application dated, has applied for allotment of the Said Independent Floor and right to exclusive use of Parking Space(s) in the Said Complex after perusal and understanding the terms and conditions of this Agreement.
- I. The Allottee is aware that the layout plan (attached as **Annexure-I**) of the Said Project has been approved vide letter memo no.9338 CTP (PB) MPM -133 dated 23rd December, 2011 issued by CTP, Punjab. The Zoning Plan of the Said Project has also been duly approved by the Chief Town Planner, Punjab vide letter memo No 1965 CTP(PB) MPM 133 dated 11th May 2012. The NOC from Punjab Pollution Control Board has been duly obtained vide letter memo No. ZO-1/SAS Nagar/NOC/2012/Revised – 282 dated 10-4-2012. The permission from the Central Ground Water Authority for digging of Borewells has also been obtained vide letter memo No. 21-4(511)/NWR/CGWA/2011-3691 dated 30-5-2012. The Environment clearance has been granted by the State Level Environment Impact Assessment Authority, Punjab Vide letter No. SEIAA/M.S./2012/2705 dated 27/06/2012. Other necessary approvals/sanctions being the agreement with the Government through Secretary, Change of Land Use and exemption under Punjab

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(Sole/First Applicant)

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(Second Applicant)

Apartment and Property Regulation Act (PAPRA) for the Said Project have been duly obtained by the Company . The building plans for the independent floors have been submitted to the competent authority for requisite approvals.

- J. The Allottee has inspected the site on which the Said Project is being developed including the present layout plan, tentative building plan (**Annexure VI**), tentative location plan (**Annexure I**), ownership record of the Said Land and all other documents pertaining to arrangement, competency and all other relevant details and the Allottee has confirmed that the Allottee is fully satisfied in all respects with regard to the right, title and interest of the Company in the Said Land on which the Said Project is being constructed and has understood all the limitations and obligations of the Company in respect thereof. The Allottee confirms that the Allottee does not require any further investigations in this regard and that the Allottee is fully satisfied in all respects
- K. The Allottee acknowledges that the Company has provided all the information and clarifications as requested by the Allottee and that the Allottee is fully satisfied with the same and the Allottee has relied on his own judgment and investigation in deciding to purchase the Said Independent Floor and has not relied upon and/or is not influenced by any sales plans, brochures, architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, (whether written or oral) made by the Company, or any selling agents/brokers or otherwise including but not limited to, any representations relating to the description or physical condition of the Said Project/ Said Building/ Said Independent Floor. No oral or written representations or statements except as mentioned in this Agreement shall be considered to be a part of this Agreement and that this Agreement is self contained and complete in itself in all respects.
- L. The Allottee has confirmed to the Company that the Allottee is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Said Land in general and the Said Project / Said Building/ Said Independent Floor in particular and the terms and conditions contained in this Agreement and that the Allottee has clearly understood his / her rights, duties, responsibilities, obligations under each and every clause of this Agreement.
- M. The Allottee has further represented and confirmed that the Allottee has examined/considered all other similar property options available with other builders/developers in the same area and elsewhere and that the Allottee has found the Said Independent Floor to be of his/their choice and requirement for residential purpose and that the Allottee has considered all the legal terms set out in this Agreement and consulted their counsel about the legal implications and that the Allottee has no reservation about the terms and conditions set out in this Agreement and accordingly the Allottee has now expressed his desire to enter into this Agreement.
- N. The Company relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, has accepted in good faith the Application and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Definitions

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

“Act” shall mean the Punjab Apartment & Property Regulation Act 1995, Punjab Apartment Ownership Act 1995 and/or any other rule, statutory enactment, amendment or modification thereof.

“Additional PLC” means the charges payable in addition to the PLC for the Said Independent Floor being additionally preferentially located calculated on per sq meter/per sq.ft basis of the Saleable Area of the Said Independent Floor.

“Agreement” shall mean this independent floor buyer’s agreement including all annexures, recitals, schedules and terms and

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(Sole/First Applicant)

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(Second Applicant)

conditions for the allotment of the Said Independent Floor and/or the right to exclusive use of Parking Space(s) in the Said Project, executed by the Allottee and Company.

“Allottee” means the Person who is entering into this Agreement with the Company for the allotment of the Said Independent Floor in the Said Building/Said Project, whose particulars are set out in this Agreement.

“Application” means the application dated _____, for the allotment of the Said Independent Floor and/or right to exclusive use of Parking Space (s) in the Said Project.

“Common Areas & Facilities” means such common areas and facilities within the Said Building/Said Project earmarked for common use of all independent floor allottees, limited to and precisely listed in Annexure IV.

“Company” shall have the meaning as ascribed to it in the preamble.

“Conveyance Deed” means deed of conveyance which shall convey the title of the Said Independent Floor in favour of the Allottee, in accordance with this Agreement.

“Declaration” shall mean the declaration (including any amended declaration) filed/to be filed under the Act, with the competent authority, with regard to the Said Independent Floor/ Said Building / Said Project.

“Earnest Money” means booking amount of Rs. 6,00,000/- paid by the Allottee alongwith the Application.

“External Development Charges (EDC)” means the charges levied or leviable on the Said Complex/ Said Land (whatever name called or in whatever form) by the Government of Punjab or any other Competent authority and with all such conditions imposed to be paid by the Applicant and also includes any further increase in such charges.

“Footprint” means the precise land underneath the Said Building.

“Force Majeure” shall mean any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company’s ability to perform its obligations under this Agreement, which shall include:

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Independent Floor/ Said Building / Said Project 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; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

“Governmental Authority” or “Governmental Authorities” shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Project/ Said Building is situated;

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(Sole/First Applicant)

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(Second Applicant)

“Interest Bearing Maintenance Security” means the interest bearing maintenance security to be paid by the Allottee for the maintenance and upkeep of the Said Project/Said Building/ Said Independent Floor to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 538/- per sq.mtr.(Rs. 50/- per sq. ft.) approx. of the saleable area of the Said Independent Floor. IBMS shall carry a simple yearly interest as per the applicable rates on one year 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 Agreement.

“Infrastructure Development Charges (IDC)” shall mean the infrastructure development charges, levied or leviable, now or in future, by whatever name called, by the Governmental Authority(ies)for recovery of the cost of development of State/National Highways, transport, irrigation facilities, power & water facilities etc and includes any additional levies, fees, cesses, charges, etc and any further increase in such charges.

“Infrastructure Augmentation Charges (IAC)” means the infrastructure augmentation charges levied/leviable (by whatever name called, now or in future) by the Governmental Authority(ies) for recovery of the cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in any such charges.

“Maintenance Agency” means the person (s) who shall carry out the maintenance and upkeep of the Said Project and who shall be responsible for providing the maintenance services within the Said Building/Said Project, which may be the Company or association of independent floor owners or such other appointed agency/ body/ company to whom the Company may handover the maintenance of the Said Project.

“Maintenance Agreement” means the maintenance agreement to be executed by the Allottee with the Maintenance Agency which shall be substantially in the form annexed as **Annexure VII** to this Agreement.

“Maintenance Charges” shall have the meaning ascribed to it in the draft maintenance agreement for maintaining the Common Areas and facilities in the Said Building / Said Project which shall be more elaborately described in the draft maintenance agreement attached to the Agreement as **Annexure-VII**.

“Non Refundable Amounts” means interest paid or payable on delayed payments, interest paid or due on installments, brokerage paid/payable by the Company, if any.

“Parking Space(s)” means parking space(s), if any, allotted to the Allottee for exclusive use, details of which are mentioned in this Agreement.

“PLC” shall mean the charges for the preferential location of the Said Independent Floor, payable as applicable, to be calculated on per sq. mtr/per sq. ft. basis of the Saleable Area of the Said Independent Floor.

“Person” shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any governmental authority or any other entity or organization.

“Said Independent Floor” shall mean the independent floor applied for by the Allottee, details of which have been set out in the Agreement and includes any alternative independent floor, if allotted to the Allottee in lieu of the Said Independent Floor.

“Said Plot” means the specific plot on which the Said Building shall be constructed/developed.

“Said Building” means the building in which the Said Independent Floor is located.

“Said Project” means and includes the independent floor being developed under the name and style of “HYDE PARK TERRACES” in HYDE PARK ESTATE, on a land admeasuring 200 acres approx., situated at New Chandigarh, (Mullanpur Local Planning Area), District SAS Nagar, Punjab comprising of residential plots/independent floors/ commercial & institutional complex/ convenient shopping centre, school, etc. as per the layout plan approved by CTP Punjab or any subsequent/ revised layout plan(s) so approved.

“Said Land” means land admeasuring 200 acres or thereabout situated at Mullanpur Local Planning Area, District SAS Nagar, Punjab on which the Said Project is being developed.

“Saleable Area” shall have the meaning as stated in **Annexure II**.

“Specific Area” shall have the meaning ascribed to it in **Annexure II**.

“Taxes and Cesses” means any and all taxes and cesses including but not limited to value added tax (VAT), state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers

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(Sole/First Applicant)

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(Second Applicant)

welfare fund, education cess and any other Taxes and Cesses, by whatever name called, paid or payable by the Company and/or its contractors(including sub-contractors), suppliers, consultants, etc. in connection with the development/ construction of the Said Independent Floor/Said Building /Said Project now or in future.

“Total Price” means any and all kinds of amounts amongst others, payable for the Said Independent Floor which includes basic sale price, PLC and Additional PLC (if the Said Independent Floor is preferentially/additionally preferentially located), prorata share of EDC/IDC as levied by the Government of Punjab, calculated on per sq. mtr/per sq.ft. basis of the Saleable Area of the Said Independent Floor and price for exclusive right to use the Parking Space, but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of this Application / Agreement, including but not limited to -

- i) IBMS
- ii) Wealth tax, government rates, tax on land, fees or levies of all and any kinds by whatever name called on the Said Project/Said Building/ Said Independent Floor.
- iii) Maintenance charges, any increase in EDC/IDC/IAC, property tax, municipal tax on the Said Independent Floor.
- iv) Stamp duty, registration and incidental charges as well as expenses with regard to the Agreement and conveyance deed etc.
- v) Taxes and Cesses
- vi) Club membership and subscription charges, as applicable.
- vii) Cost for providing power back up including that of equipments, DG set, cabling, installation etc.
- viii) All deposits and charges paid/payable by the Company to Punjab State Power Corporation Ltd. (PSPCL) or any other body.
- ix) Proportionate share towards the cost incurred by the Company for construction/ installation of sub-station/ power house/transformers/ equipments, etc.
- x) Charges / costs for providing connection from feeder pillars upto the Said Independent Floor including any deposits and cost for meter installation.
- xi) Charges/cost of providing sewer, storm water and water connection, including cost for meter installation, to the Said Independent Floor from the main line serving the Said Building/Said Plot.
- xii) Escalation Charges
- xiii) Any other charges that may be payable by the Allottee as per the other terms of the Agreement and such other charges as may be demanded by the Company.

which amounts shall be payable by the Allottee in accordance with the terms and conditions of the Application/ Agreement and as per the demand raised by the Company from time to time.

Interpretation

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words “include” or “including” shall be construed without limitation;
- d. reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

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(Sole/First Applicant)

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(Second Applicant)

The Allottee agrees that wherever in this Agreement, it is explicitly mentioned that the Allottee has understood or acknowledged obligations of the Allottee or the rights of the Company, the Allottee has given his consent to the actions of the Company or the Allottee has acknowledged that the Allottee has no right of whatsoever nature, the Allottee in furtherance of the same, shall do all such acts, deeds or things, as the Company may deem necessary and/or execute such documents/deeds in favour of the Company at the first request without any protest or demur.

1.1 In accordance with and subject to the terms and conditions set out in this Agreement, the Company agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Independent Floor, as detailed below -

Said Independent Floor No. : _____ Floor: _____

Parking Space no. _____

Specific Area: _____ sq. mtr. (_____ sq. ft. approx.)

Saleable Area : _____ sq. mtr. (_____ sq. ft. approx.)

Rate @: Rs. _____/- per sq. mtr. (Rs. _____/- per sq. ft. approx.) of the Saleable Area.

Basic sale price: Rs. _____/- (Rupees _____ only)

Price for right to exclusive use of Parking Space(s): Rs. _____/- (Rupees _____ only)

Preferential Location Charges as described hereunder:

Preferential Location Attributes: Charges per sq. mtr. (_____ per sq. ft.)

1. East/ South East/North East Facing
2. Park /Green Belt Facing / Adjoining
3. Wide Road(80'-0", 60'-0) /Sector Roads Facing/Adjoining
4. Corner plots

Total Preferential Location Charges : Rs. _____/- (Rupees only)

EDC: Rs. _____/per.sq.mtr.(Rs. _____/per sq.ft. approx)

IDC: Rs. _____/per.sq.mtr.(Rs. _____/per sq.ft. approx)

Total Price payable for the Said Independent Floor: Rs. _____/-
(Rupees _____ only)

IBMS : Rs. 538/-per.sq.mtr.(Rs.50/-per.sq.ft. approx)

Club Charges : As applicable

1.2 The Allottee agrees and understands that the price of the Said Independent Floor is based on the price of materials and labour charges pertaining thereto on and around **(13 August 2012)**. If, however, during the progress of construction upto the expiry of 30 Months from the abovementioned date, there is an increase/ decrease in the price of the materials used in the construction work and /or labour charges (hereinafter referred to as Escalation / Reduction Charges), the same shall be recoverable/ payable respectively from/to the Allottee.

In order to ensure a fair and transparent methodology for computation of Escalation/Reduction Charges the Company shall take the respective Reserve Bank of India (RBI) Indexes as published in the RBI Monthly Bulletin for steel, cement, fuel & power, other building construction material and labour as the basis of such computation and the Allottee agrees and accepts, that by choosing these independent RBI Indexes, the Company is ensuring the highest level of fairness and transparency. The respective RBI Indexes for the computation of the Escalation Charges in the cost of construction and labour cost are as below:-

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(Sole/First Applicant)

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(Second Applicant)

- Steel - Index published as Steel - Long in the category of Basic Metals, Alloys & Metal Products.
- Cement – Index published as Cement & Lime in the category of Non-Metallic Mineral Products.
- Fuel & Power- Index published as Fuel & Power
- Other Building Construction materials – Index published as All Commodities in the Index

Numbers of Wholesale Prices in India.

- Labour – Index published as Consumer Price Index Numbers for Industrial Workers

It is mutually agreed and binding between the Allottee and the Company that 50% of the Total Price of the Said Independent Floor, shall be treated as construction cost for the purpose of computation of Escalation/ Reduction Charges. It is further mutually agreed that within the above stated construction cost, the components of steel, cement, other construction materials, fuel and power and labour shall be 15%, 10%, 40%, 5% and 30% respectively of the construction cost. Escalation charges shall be computed at the expiry of 30 months i.e. in January, 2015. The RBI indexes for the month of August, 2012 and for the month January, 2015 shall be taken as the opening and closing indexes respectively to compute the Escalation/Reduction Charges. The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of Escalation Charges done by the Company from time to time. Such audited and verified Escalation/Reduction Charges shall be paid/refunded (or adjusted), as the case may be, by/to the Allottee before the offer of possession of the Said Independent Floor to the Allottee. Escalation/Reduction Charges, as intimated to the Allottee shall be final and binding on the Allottee. Such Escalation/ Reduction charges shall, however, be subject to a maximum of +/-5% of the Total Price of the Said Independent Floor. The Allottee agrees and understands that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of the Agreement. No possession shall be handed over to the Allottee unless Escalation Charges are paid in full along with delayed interest, if any, as mentioned in clause 53.

An example enclosed herewith as **Annexure-X** illustrates the computation of Escalation Charges.

- 1.3 The Allottee understands and agrees to pay increases, if any, due to increase in Saleable Area, increase in EDC/ IDC/IAC, increase in IBMS, increases on account of additional fire safety measures undertaken, increases in all types of securities to be paid by the Allottee, deposits and charges and increase thereof for bulk supply of electrical energy and all other increases in cost/charges, specifically provided for in this Agreement and / or any other increase in charges which may be levied or imposed by the Government / statutory authorities from time to time or as stated in this Agreement.
- 1.4 The Allottee shall make the payment of the Total Price as per the payment plan set out in **Annexure III** to this Agreement alongwith other charges, Taxes and Cesses, securities, deposits etc., and increases thereof as mentioned in this Agreement, shall be payable by the Allottee as and when demanded by the Company.
- 1.5 The Allottee understands that the Saleable Area of the Said Independent Floor does not include any recovery/loading towards the cost of construction or land area of club /community center within the Said Project. The Allottee agrees and understands that the Allottee shall only have conditional right of usage of facilities which may be provided in the club/community center within the Said Project. However, the Company reserves the right to include such area in the computation of the final Saleable Area of the Said Independent Floor at any stage with the proviso that the price shall not be charged for such additional area of the club/community center from the Allottee and the Allottee shall not raise any objection thereto. This right of usage is limited to the club/community center within the Said Project only and is subject to the fulfillment of the terms and conditions as stipulated in this Agreement and schedule of payments. The Company shall have the right to formulate the management, structure and policy, rules and regulations for the said club/community center and upon intimation of the formalities to be complied with by the Company the Allottee undertakes to fulfill the same. It is understood that the club/community center usage is limited only to the occupants of the Said Project and the Company may make suitable provisions and covenants to this effects and in the necessary documents which the Allottee agrees and undertakes to comply with without raising any objections. It is understood that the entire operating cost of the said club/community center, facilities, direct usage charges of the facilities used and items consumed by the Allottee from time to time, shall in no way constitute any portion of the Total Price of the Said Independent Floor and shall be paid extra by the Allottee.
- 1.6 In addition to the Total Price and other charges mentioned in the Application/Agreement, the Applicant shall pay

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(Sole/First Applicant)

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(Second Applicant)

amounts towards the club facility to be provided in Said Project, such as:

- a. Membership Fees : Rs. 1,50,000/- for 5 years
- b. Annual Club Charges : Rs. 6,000/- p.a.
- c. Refundable Security Deposit : Rs. 20,000/-

The above amounts shall be paid by the Applicant as and when demanded by the Company/agency. The Applicant understands that the above charges are subject to revision at the sole discretion of the Company or the agency managing the club and the Applicant undertakes to abide by the same. In addition to the above, the Applicant shall be liable to pay usage charges in accordance with the usages and services availed by the Allottee and the Allottee shall be required to sign and execute necessary documents for the membership of the club which shall contain the detailed terms and conditions of membership of the club and the Applicant shall be bound by the same.

- 1.7 The Company may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 12.5 % per annum for the period by which the respective installment has been advanced. The provision for allowing rebate and such rate of rebate shall be subject to revision/withdrawal, without any notice, at the sole discretion of the Company.
- 1.8 The Allottee understands that the layout plan of the Said Project as has been approved/sanctioned by CTP, Punjab/ Governmental Authority is subject to change as per the discretion of the Company and/or as directed by the CTP/Governmental Authority(ies).
- 1.9 The Allottee acknowledges and understands that the Total Price of the Said Independent Floor is calculated on the basis of its Saleable Area, which is tentative, except the right to exclusive use of Parking Space which is charged on lumpsum basis. The final Saleable Area of the Said Independent Floor may increase or decrease. Any such change in the Saleable Area shall be communicated to the Allottee during or after the construction of the Said Independent Floor is complete and the occupation certificate in respect of the same has been granted by the Governmental Authority. The Allottee agrees and undertakes to pay for increase, if any, in Saleable Area of the Said Independent Floor on demand by the Company. On reduction in the Saleable Area, the refundable amount due to the Allottee shall be adjusted in the next installment by the Company as set forth in the schedule of payments in **Annexure-III**.

The Allottee agrees and understands that the definition of Saleable Area, Specific Area, tentative percentage of Specific Area to Saleable Area as on the date of execution of this Agreement shall be subject to change till the construction of the Said Independent Floor is complete. The Allottee affirms that the Allottee shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Price or any change in the percentage of the Specific Area to the Saleable Area as mentioned in **Annexure-II**.

- 1.10 The Allottee may apply for additional parking in addition to the Parking Space and the same may be provided by the Company subject to the availability on the then prevailing rates in which case the Allottee agrees to pay charges for any additional parking space(s) (other than the Parking Space).

- 1.11 The Allottee agrees that a sum of Rs. _____/- (Rupees _____ only) is towards PLC, calculated in the table contained in clause 1.1 and is to be paid by the Allottee in the manner and within the time as stated in the schedule of payments given in **Annexure-III**.

The Allottee agrees that if due to any change in the lay-out plan/building plan of the Said Project/Said Building/Said Independent Floor -

- a) The Said Independent Floor ceases to be preferentially located, then only the amount of PLC, paid by the Allottee shall be refunded with simple interest @ 9% (nine percent) per annum from the date of realization of the amounts of PLC and such refund shall be through adjustment in the next installment, as stated in the schedule of payment opted by the Allottee.
- b) The Said Independent Floor becomes preferentially located, if at the time of the Application/Agreement it was not preferentially located, the Allottee shall pay PLC of the Said Independent Floor to the Company, as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Allottee.

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- c) The Said Independent Floor becomes additionally preferentially located, the Allottee shall pay Additional PLC to the Company as applicable and in the manner as specified in clause 11(a).

The Allottee understands that in case of change in the location of the Said Independent Floor due to change in the layout plan/building plan of the Said Building/Said Independent Floor or otherwise, the Allottee shall have no other right or claim except as mentioned hereinabove.

- 1.12 The Allottee agrees and understands that in addition to Total Price, the Allottee shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:

- a) A sum equivalent to the proportionate share of Taxes and Cesses shall be paid by the Allottee to the Company. The proportionate share shall be the ratio of the Saleable Area of the Said Independent Floor to the total area of the Said Project.
- b) The Company shall periodically intimate to the Allottee herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable, as stated above, which shall be final and binding on the Allottee and the Allottee shall make payment of such amount within 30 (thirty) days of such intimation.

- 1.13 The Allottee agrees to pay, as and when demanded by the Company, stamp duty, registration charges, and all other incidental and legal expenses for the execution and registration of the Conveyance Deed of the Said Independent Floor within the stipulated period as mentioned in the demand notices/letters and upon receipt of the Total Price, other dues, charges and expenses as maybe payable/demanded by/from the Allottee, the Company shall execute the Conveyance Deed for the Said Independent Floor in favour of the Allottee. In case the Allottee fails to pay such amounts/ charges within the period mentioned in the demand notices/letters, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, deduct the Non-Refundable Amounts and refund the balance amount to the Allottee without any interest, upon realization of money from re-sale/re-allotment of the Said Independent Floor to any other Person.

- 1.14 (a) The Allottee agrees to pay EDC/IDC as presently calculated as per the data available with the Company and as is stated and demanded as a part of the payment plan by the Company. It is understood by the Allottee that the amount of EDC/IDC as mentioned in the payment plan is only an estimate based on the data presently available with the Company. The Allottee agrees to make payment towards any increase in EDC/IDC levied/ leviable by the Government or any other competent authority(ies), by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies). The pro-rata demand made by the Company to the Allottee with regard to increase in EDC/IDC shall be final and binding on the Allottee. If the increased EDC/IDC is not paid, then same shall be treated as non-payment of the charges as per the Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If the increased EDC/IDC is levied (including with retrospective effect) after the Conveyance Deed has been executed, the Allottee agrees and undertakes to pay the same on demand by the Company and if the demanded charges are not paid then the same shall be treated as unpaid sale price of the Said Independent Floor and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Independent Floor till such unpaid charges are paid by the Allottee.

- (b) The Allottee agrees to make payment of IAC and any increase in IAC as and when levied/ leviable by the Governmental Authority or any other competent authority(ies), by whatever name called or in whatever form and with all such conditions imposed by the Government and/or any competent authority(ies).. The pro-rata demand made by the Company to the Allottee with regard to levy of IAC and/or increase in IAC shall be final and binding on the Allottee. If the IAC/increased IAC is not paid, then same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If the increased IAC is levied (including with retrospective effect) after the Conveyance Deed has been executed the Allottee agrees and undertakes to pay the same on demand by the Company and if the demanded charges are not paid then the same shall be treated as unpaid sale price of the Said Independent Floor and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Independent Floor till such unpaid charges are paid by the Allottee.

- 1.15 The Total Price is inclusive of cost of providing electric wiring and switches in the Said Independent Floor and the fire fighting equipment in the common areas only as provided in the existing Fire Fighting Code/Regulations and as contained in the National Building Code 2005.

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The Total Price does not include the cost of electric fittings, fixtures, geysers, exhaust fans, electric and water meter, etc. which shall be got installed by the Allottee at his own cost as well as the charges for water and electricity consumption.

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 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.

1.16 In addition to the Total Price, the Allottee agrees and understands that the Allottee shall be liable to pay the following charges:

- (i) Proportionate share of cost for providing power back up including that of equipments, DG set , cabling, installation etc. Facility for power back-up at a load factor of 70% and an overall diversity of 70% as under:
 - a) For independent floor upto area 1950 sq. ft. not exceeding 8 KVA per independent floor.
 - b) For independent floor upto area between 1951 and 2500 sq. ft. not exceeding 10 KVA per independent floor.
- (ii) All deposits and charges paid/payable by the Company to Punjab State Power Corporation Ltd. (PSPCL) or any other body.
- (iii) Proportionate share towards the cost incurred by the Company for construction/ installation of sub-station/ power house/transformers/ equipments, etc.
- (iv) Charges /costs for providing connection from feeder pillars upto the Said Independent Floor/Said Plot including any deposits and cost for meter installation.

The aforementioned charges shall be paid as and when demanded by the Company and the determination of the proportionate share by the Company shall be final and binding upon the Allottee. The Allottee agrees that in case of failure of the Allottee to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of the Said Independent Floor and the Company shall have the discretion to withhold the registration of the Said Independent Floor and/or resume the Said Independent Floor.

1.17 The Allottee agrees and understands that the Company may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Project and any other project/complex which the Company may develop in future. In such an eventuality the Allottee fully concurs and confirms that the Allottee shall have no objection to such arrangement for generating and / or supply of power and the Allottee gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Project or to Said Independent Floor directly and the Allottee has noted the possibility of it being to the exclusion of power supply from Punjab State Power Corporation Ltd. / State Electricity Boards (SEBs) / any other source. The Allottee further agrees that this arrangement could be provided within the Said Project / future project/colonies by the Company or its agents directly or through the respective association of owners. It is further agreed by the Allottee that the Company or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Company or its agents /its subsidiaries/associates/affiliates or sister concerns in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the Said Project.

It is further agreed and confirmed by the Allottee that the Company or its agents shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by the Punjab State Power Corporation Ltd. /SEBs. The Allottee agrees and confirms that the Allottee shall pay the amount based on the tariff to the Company or its agents directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its agents. The Allottee also confirms that the Allottee has understood that such power generating and / or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges. The Allottee shall also pay the proportionate cost of installation of such equipments and the proportionate cost

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of equipment for procuring and supplying electricity, cost for electric meter as well as charges for electricity connection. The Allottee shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the time of Allottee's ownership of the Said Independent Floor. This clause shall survive the conveyance of the Said Independent Floor or any subsequent sale / resale or conveyancing thereof.

1.18 Subject to the terms and conditions of this Agreement and upon execution of Conveyance Deed the Allottee shall have the following rights with regard to the Said Independent Floor:

- i) ownership of the Specific Area only.
- ii) Right to exclusive use of earmarked courtyard/ terrace area, if applicable.
- iii) undivided proportionate interest in the Footprint calculated in the ratio of Saleable Area of the Said Independent Floor to the total saleable area of all independent floors in the Said Building/Said Plot, as the Company may decide.
- iv) Undivided proportionate interest in the Common Areas and Facilities within the Said Building (as listed in Part A of Annexure-IV) only excluding the use of rear/front lawns and patios, if any, which shall be reserved (to the exclusion of other independent floor owners in the Said Building) for the exclusive use of owner of independent floor on the ground floor. In case Allottee is occupying the independent floor on the ground floor, then the Allottee undertakes not to raise any construction whether temporary or permanent on the rear/front lawn under the Allottee's use. The roof of the Said Building including services thereto, consisting of water tank etc., shall be for the common use of all the allottees of all independent floors in the Said Building. Since the interest of Allottee in the Common Areas and Facilities (as listed in Part B of **Annexure IV** of the Agreement) is undivided and cannot be separated, subject to timely payment of Maintenance Charges, the Allottee shall use the Common Areas and Facilities harmoniously along with other independent floor owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.
- v) exclusive right to use the Parking Space (without any ownership right) for parking of vehicles only (as listed in **Part D of Annexure IV**). The Allottee hereby acknowledges that the Said Independent Floor along with Parking Space will be treated as a single indivisible unit for all purposes including the Act and, as such, cannot be transferred separately. The Allottee agrees that the Allottee shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except the Parking Space. The Company shall have sole right to deal with or dispose of other parking space(s) in the Said Project in the manner in which the Company may deem fit.
- vi) right to only use the general common areas and facilities within the Said Project limited to and precisely listed in **Part C of Annexure IV** of this Agreement, which may be within or outside the Foot Print earmarked by the Company as commonly used areas by all allottees of all the independent floor buildings constructed on the Said Land. The identification by the Company of such areas shall be final and binding on the Allottees. However, such general commonly used areas and facilities earmarked for common use of all the Allottees shall not include the exclusive reserved Parking Space individually allotted to the Allottees. The Allottee acknowledges that these general common areas and facilities have not been included in the computation of Saleable Area of the Said Independent Floor.
- vii) Right of usage of the club subject to fulfillment of the terms and conditions.

1.19 The Allottee acknowledges and confirms that the Allottee has not paid any amount towards any other lands, areas, facilities and amenities including but not limited to those listed below, and as such, the Allottee shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement. The Allottee acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Company and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other Person.

- i) All lands (except the general commonly used areas and facilities within the Said Project earmarked for common use, limited to and precisely listed in **Part- C of Annexure-IV** of the Agreement), falling outside the Footprint, including those as listed in **Part-E of Annexure-IV**, or any other facility or amenity as may be provided by the Company at its sole discretion or as provided in accordance with the directions of any competent authority(ies) including any schools, shops, facilities, recreational and sporting activities, etc., even if provided in the Said Project are specifically

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excluded from the scope of this Agreement and the Allottee shall not have any right of any nature whatsoever in such lands, areas, facilities and amenities within the Said Project/ Said Land or anywhere on the Said Land.

- ii) All land(s) [other than usage of land(s) earmarked by the Company in the lay out plan as may be approved from time to time or otherwise as public roads, public streets for exiting only for use by general public] falling outside the periphery/boundary of the Said Land are clearly outside the scope of this Agreement and the Allottee shall have no right of any nature whatsoever in such lands.
 - iii) The Saleable Area of the Said Independent Floor does not include any recovery / loading towards the cost of construction or area of club / community centre within/outside the Said Project. The Allottee agrees that such club / community centre is distinct and independent from any other club /community center including the club for the Said Project and the Allottee further agrees that the Allottee shall have no right to raise any objection and the Company shall be free to deal with the same in any manner, it deem fit.
 - iv) The Allottee confirms and represents that the Allottee has not made any payment to the Company in any manner whatsoever and the Allottee hereby agrees that the Company has not indicated/ promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, recreational and sporting activities etc., facilities and amenities falling outside the Foot Print save and except the use of general common areas (for the purpose 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 Allottee. It is made clear by the Company and agreed by the Allottee that all rights including the rights of ownership of land(s), facilities and amenities (other than those within the Said Building and the Foot Print) shall vest solely with the Company, its associate companies, its subsidiary companies who shall alone 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 in good faith on this specific undertaking of Allottee in this Agreement has agreed to accept the application and allot the Said Independent Floor and this undertaking shall survive throughout the occupancy of the Said Independent Floor by the Allottee, his / her legal representatives, successors, administrators, executors, assigns etc.
- 1.20 The Allottee acknowledges that the Company shall be carrying out developmental/construction activities now and for many years in future in the entire area falling outside the Footprint and that the Allottee shall not raise any objection or make any claims or default in making payment on time as stipulated in schedule of payment in **Annexure III** on any account whatsoever, including inconvenience, if any, which may be suffered by the Allottee due to such developmental/ construction or its incidental/ related activities.
- 1.21 The Allottee acknowledges that the Company may, at its sole discretion, make the Said Project part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate or the Company may make any other building or project, constructed or to be constructed, part of the Said Project and the Allottee shall not raise any objection for such formation. In the event of any such formation, undivided proportionate interest in the Common Areas and Facilities and the undivided proportionate interest in the Footprint of the Allottee may vary and the Allottee agrees to be bound by such change as may be specified by the Company in the Declaration. The decision of the Company in this respect shall be final and binding upon the Allottee. The Allottee agrees and acknowledges and gives his consent to the Company to connect the services in the Said Project and/or give access within the Said Project to any building or project that may come into existence now or in future and to amend the Declaration already filed.
- 1.22(a) The Allottee agrees and understands that the Said Independent Floor/ Said Building/Said Plot/ Said Project may be subject to the Act. The Common Areas and Facilities and the undivided interest of each independent floor owner in the Common Areas and Facilities and the undivided proportionate interest in the Footprint 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 Allottee and the Allottee agrees and confirms that the Allottee's right, title and interest in the Said Independent Floor, the Common Areas and Facilities and the undivided proportionate interest in the Footprint shall be limited to and governed by what may be decided or specified by the Company in the Declaration.

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- (b) The Allottee agrees that the Company may for the purpose of complying with the provisions of the Act, or any other applicable laws, substitute the method of calculating the undivided proportionate interest in the Footprint and /or undivided interest in Common Areas and Facilities in any Declaration/amended Declaration with respect to the Said Independent Floor and the Parking Space(s) as maybe necessary for such compliance.
- 1.23 The Allottee acknowledges and confirms that the Allottee has read and understood the Act and the implications thereof in relation to the various provisions of this Agreement and the Allottee is in full agreement with the provisions of this Agreement in relation to the Act and shall comply and shall be bound by the provisions of the Act, as and when applicable and from time to time or any statutory amendments or modifications thereof or the provisions of any other law (s) dealing with the matter.
- 1.24 The Allottee undertakes to do all acts, things, deeds including present himself as may be required for the execution and registration of any deed in respect of the Said Independent Floor and Parking Space as the Company so desire to comply with the provisions of the Act.
- 1.25 The Allottee undertakes to join any association formed under relevant provisions of the Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company for this purpose. The draft application form for becoming a member of the association of the owners is given in **Annexure VIII** to this Agreement.
- 1.26 The Allottee understands and agrees that the Company has invested a substantial amount on purchase of the project land, government dues, and on other expenses and charges in respect of the Said Project. The Allottee accepts and agrees that the amount paid by the Allottee is against the capital investment of the Company, payment of charges and for betterment of the Said Project apart from payment of development cost, interest on capital investment, marketing cost and margins. The Allottee has no objection in case the money paid by the Allottee is used for all or any of the said purposes or as may be deemed fit by the company.
- 1.27 The Allottee agrees that the Company shall not be liable for any delay by the Government or any other authority in providing the services including but not limited to sector roads, trunk sewage, storm water drainage, power supply etc.

2. Payment of Taxes and Cesses on land, wealth-tax, cesses by Allottee :

The Allottee agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, Taxes and Cesses, buildings or other worker construction fund fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Project / Said Building/ Said Independent Floor and/or the Said Land as the case may be, as assessable or applicable from the date of the allotment. If the Said Independent Floor is assessed separately, the Allottee shall pay directly to the Governmental Authority and if the Said Independent Floor is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company, and demand thereof shall be final and binding on the Allottee.

3. Amount paid by Allottee with Application

The Allottee has paid a sum of Rs. 6,00,000/- (Rupees Six Lac only) alongwith the Application, the receipt of which the Company doth hereby acknowledge. The Allottee agrees and undertakes to pay the balance of the Total Price as per the schedule of payments (**Annexure-III**) attached with this Agreement along with all other charges, Taxes and Cesses, securities etc. as mentioned in this Agreement and as maybe demanded by the Company within the time and in the manner specified therein.

4. Earnest Money

The Allottee agrees and confirms that the booking amount of the Said Independent Floor shall be treated as Earnest Money to ensure due fulfillment by the Allottee of the terms and conditions as contained in the Application and this Agreement. In the event the Allottee fails to perform any obligations or commit breach of any of the terms and conditions mentioned in the Application/Agreement including but not limited to the occurrence of any event of default as stated in clause 53 of this Agreement or the failure of the Allottee to sign and return this Agreement in original to the Company within 30 days of the dispatch date then the Allottee agrees that the Company shall have the right to forfeit, without any notice to the Allottee the Earnest Money together with the Non-Refundable Amounts. If the amount paid by the Allottee is less than the forfeitable amount then the Allottee undertakes to make good the shortfall of the forfeitable amount. This is in addition to any other remedy/right, which the Company may have.

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5. Mode of payment

The Allottee shall make all payments within the stipulated time as mentioned in the schedule of payments as given in **Annexure-III** annexed to this Agreement and other charges and amounts, as may be demanded by the Company from time to time, without any reminders from the Company, through A/c payee cheque(s)/ demand draft(s) in favour of DLF India Limited-Collection Account payable at Chandigarh.

6. Compliance of laws relating to remittances

The Allottee, if a non resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. The Allottee agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Allottee alone shall be liable for any action under FEMA. The Allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee and such third party shall not have any right in this Agreement /allotment of the Said Independent Floor in any way and the Company shall issue the payment receipts in favour of the Allottee only.

7. Adjustment/appropriation of payments

The Allottee authorizes the Company to adjust/appropriate all payments that shall be made by the Allottee under any head(s) of dues against outstanding heads in Allottee's name and the Allottee shall not have a right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.

8. Time is of the essence

The Allottee agrees that time is of the essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee as per this Agreement and/or as demanded by the Company from time to time and also to perform/observe all the other obligations of the Allottee under this Agreement. The Company is not under any obligation to send any reminders for the payments to be made by the Allottee as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by the Allottee.

9. Construction of the Said Independent Floor/ Said Building

The Allottee has seen and accepted the schedule of payments (**Annexure-III**) tentative typical independent floor plans/ building plans / layout plan(**Annexure-VI & I**) and tentative specifications (**Annexure-V**). The Company may in its sole discretion, or as may be directed by any Governmental Authority/competent authority (ies) or due to Force Majeure conditions carry out, such additions, alterations, deletions and/ or modifications in the independent floor plans, building floor plans, specifications, etc., including but not limited to change in the position, number, area and/ or change in the dimension of the Said Independent Floor at any time thereafter till the grant of occupation certificate. The issuance of the occupation certificate shall be the conclusive evidence that the development of the Said Project/Said Plot/ Said Building/ Said Independent Floor is fully complete in accordance with the plans and specifications as annexed to this Agreement as **Annexure-VI and V** or any modifications thereof.

10. Alteration/modification

In case of any alteration/modifications resulting in increase/ decrease of more than 15% in the Saleable Area of the Said Independent Floor or material/ substantial change in the specification of the material to be used in the Said Independent Floor, any time prior to the grant of occupation certificate, the Company shall intimate in writing to the Allottee the proposed changes thereof and the resultant change, if any, in the Total Price of the Said Independent Floor to be paid by the Allottee. The Allottee agrees to deliver to the Company any objections to the changes within thirty (30) days from the date of notice of the changes. In case the Company does not receive any written objection from the Allottee within thirty (30) days of the dispatch of notice of changes then the Allottee shall be deemed to have given unconditional consent to all such alterations/modifications and for payments/ refunds, if any to be paid/

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refunded in consequence thereof. If the Company receives the objections in writing within the stipulated time from the Allottee of the proposed changes then the Company may either decide not to go ahead with the proposed changes or may decide to cancel this Agreement without further notice and refund the entire money received from the Allottee with simple interest @ 6% per annum within ninety (90) days from the date of receipt of objections from the Allottee by the Company. In case the Company decides to cancel the Agreement, the Company shall be discharged from all its obligations and liabilities under this Agreement and the Allottee shall have no right, interest or claim of any nature whatsoever on the Said Independent Floor or the Parking Space and the Company shall be free to resell or deal with the Said Independent Floor and the Parking Space in any manner whatsoever.

11(a) Schedule for possession of the Said Independent Floor

The Company based on its present plans and estimates and subject to all just exceptions, endeavors to complete construction of the Said Independent Floor within a period of Thirty (30) months from the date of the Application unless there shall be delay or failure due to reasons mentioned in Clause 11(b) and 11(c) or due to failure of the Allottee to pay in time the Total Price and other charges, Taxes and Cesses, deposits, securities etc. and dues/payments or any failure on the part of the Allottee to abide by all or any of the terms and conditions of this Agreement.

(b) Delay due to reasons beyond the control of the Company

If the possession of the Said Independent Floor is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of the Said Independent Floor. The Company during the continuance of the Force Majeure reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Company may also suspend the development for such period as is considered expedient and the Allottee shall have no right to raise any claim compensation of any nature whatsoever for or with regard to such suspension.

The Allottee agrees and understands that if the Force Majeure condition continues for a long period, then the Company alone in its own judgment and discretion may terminate this Agreement and in such case only the liability of the Company shall be to refund the amount without any interest or compensation whatsoever. The Allottee agrees that the Allottee shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this Agreement.

(c) Failure to deliver possession due to Government rules, orders, notifications etc.

If the Company is unable to complete the construction/ development of the Said Independent Floor/ Said Plot/ Said Building/ Said Project due to any government/regulatory authority's action, inaction or omission then the Company may in its sole discretion challenge the same by moving the appropriate Courts, Tribunal(s) and / or Authority. In such a situation, the amount (s) paid by the Allottee shall continue to remain with the Company and the Allottee shall not have a right to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the Court(s) / Tribunal(s) / Authority (ies). However the Allottee may, if so desires become a party along with the Company in such litigation to protect Allottee's rights arising under this Agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge becomes final, absolute and binding, the Company will, subject to provisions of law/court order, refund within reasonable period in such manner as may be decided by the Company to the Allottee, all the amounts received from the Allottee after deducting Non Refundable Amounts without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Allottee save as otherwise provided herein, the Allottee shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.

12. Procedure for taking possession

The Company, upon obtaining certificate for occupation and use from the Governmental Authority, shall offer in writing, possession of the Said Independent Floor to the Allottee in terms of this Agreement to be taken within thirty (30) days from the date of issue of such notice and the Company shall give possession of the Said Independent Floor to the Allottee provided the Allottee is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc. as may be prescribed by the Company in this regard.

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(Sole/First Applicant)

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(Second Applicant)

The Allottee shall be liable to pay the Maintenance Charges from the date of grant of the occupation certificate by the concerned authorities, irrespective of the date on which the Allottee takes possession of the Said Independent Floor.

13. Failure of the Allottee to take possession

Upon receiving a written intimation from the Company, the Allottee shall within the time stipulated in the possession letter, take possession of the Said Independent Floor from the Company by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Company may prescribe and by making all the payments to the Company of Total Price and all other charges/dues as specified in this Agreement and the Company shall after satisfactory execution of such documents give possession of the Said Independent Floor to the Allottee, provided the Allottee is not in breach of any other term of this Agreement. If the Allottee fails to take the possession of the Said Independent Floor as aforesaid within the time limit prescribed by the Company in its notice, then the Said Independent Floor shall be at the risk and cost of the Allottee and the Company shall have no liability or concern thereof. Further it is agreed by the Allottee that in the event of the Allottee's failure to take possession of the Said Independent Floor in the manner as aforesaid, the Company shall have the option to cancel this Agreement and avail the remedies as are available in law including as stipulated in Clauses 53 & 54 of this Agreement or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee in taking possession of the Said Independent Floor in the manner as stated in this clause on the condition that the Allottee shall pay to the Company damages/charges @ Rs. 107.64/-per sq. mtr. **(Rs.10/- per sq. ft.)** of the Saleable Area per month for any delay of one month or any part thereof, in taking possession of the Said Independent Floor for the entire period of delay. The Allottee acknowledges that the damages/charges stipulated above are just, fair and reasonable which the Company will suffer on account of delay in taking possession of the Said Independent Floor by the Allottee. On such condonation and after receiving the entire amount of damages/charges together with all other amounts due and payable under this Agreement (alongwith due interest, if any, thereon) the Company shall hand over the possession of the Said Independent Floor to the Allottee. For the avoidance of any doubt it is clarified that these damages/charges are in addition to maintenance or any other charges as provided in this Agreement. Further the Allottee agrees that in the event of the Allottee's failure to take possession of the Said Independent Floor within the time stipulated by the Company in its notice, the Allottee shall have no right or claim in respect of any item of work in the Said Independent Floor which the Allottee may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and the Allottee shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said Independent Floor/ Said Building/ Said Project.

14. Failure to deliver possession by the Company

If for any reasons other than those stated above, the Company is unable to or fails to deliver possession of the Said Independent Floor to the Allottee within thirty months(30) from the date of the Application or within any extended period or periods as envisaged under this Agreement, then in such case, the Allottee shall be entitled to give notice to the Company, within ninety (90) days from the expiry of said period or such extended periods, as the case may be, for terminating this Agreement. In that event the Company shall be at liberty to sell and/or dispose of the Said Independent Floor and Parking Space(s) to any other party at such price and upon such terms and conditions as the Company may deem fit without accounting for the sale proceeds thereof to the Allottee. Thereafter the Company shall within ninety (90) days from the date of full realisation of the sale price after sale of Said Independent Floor and the Parking Space(s) refund to the Allottee, without any interest, the balance from the amounts paid by the Allottee in respect of the Said Independent Floor and the Parking Space(s) without deduction of Earnest Money but after deduction of Non-Refundable Amounts. The Allottee agrees that the Allottee shall have no other claim against the Company in respect of the Said Independent Floor and Parking Space(s) under this Agreement. If the Allottee fails to exercise the right of termination within the time limit as aforesaid, by delivery to the Company of a written notice acknowledged by the Company in this regard then the Allottee shall not be entitled to terminate this Agreement thereafter and shall continue to be bound by the provisions of this Agreement.

However, the Company may, at its sole option and discretion, decide not to terminate this Agreement in which event the Company agrees to pay only to the first named Allottee and not to any one else, subject to the Allottee not being in default under any term of this Agreement, compensation @ Rs. 107.64/-per sq. mtr.(Rs. 10/- per sq. ft.) of the Saleable Area of the Said Independent Floor per month for the period of such delay beyond Thirty (30) months or such extended periods as permitted under this Agreement. The adjustment of such compensation shall be done only at the time of execution of Conveyance Deed of the Said Independent Floor to the Allottee first named in this Agreement and not earlier.

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(Second Applicant)

15. Abandonment

The Allottee agrees and understands that the Company may abandon the Said Project due to any reasons whatsoever, without giving any reasons and if the Company abandons the Said Project then this Agreement shall stand terminated and the Allottee shall be entitled to refund of the amount along with 9% interest per annum for the period the amount has been lying with the Company and the Company shall not be liable to pay any other compensation whatsoever.

16. Maintenance of the Said Project / Said Building/Said Plot

In order to provide necessary maintenance services, upon the completion of the Said Project/ Said Building/Said Plot the maintenance of the Said Project/ Said Building/Said Plot may be handed over to the Maintenance Agency to which the Allottee specifically gives consent. The Allottee agrees and undertakes to execute the Maintenance Agreement. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Company/ Maintenance Agency reserves the right to change, modify, amend any one or more of the terms and conditions and/or impose additional conditions in the Maintenance Agreement at the time of its final execution.

17. Fixation of Maintenance Charges

The Maintenance Charges shall be levied and payable from the date of occupation certificate or the date of allotment, whichever is later and the Allottee undertakes to pay the same promptly. It is agreed by the Allottee that the payment of Maintenance Charges will be applicable whether or not the possession of Said Independent Floor is taken by the Allottee. The cost of operation, repair and maintenance, etc. of the lift in the Said Building shall be equally shared by the three allottees of the independent floors in the Said Building. The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost of the Maintenance Agency on monthly / quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee. The Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency. The period of Maintenance Charges and the charges for actual consumption of utilities in the Said Independent Floor including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis or such other periods as specified by the Maintenance Agency and any statutory payments, taxes etc. with regard to the Said Independent Floor/ Said Building/ Said Project.

18. IBMS

In order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the Maintenance Charges as raised by the Maintenance Agency, the Allottee agrees to deposit, as per the schedule of payment given in **Annexure III** and to always keep deposited with the Company/ Maintenance Agency, IBMS calculated at the rate of Rs. 538/- per sq. mtr (Rs. 50/- per sq. ft.) approx. of the Saleable Area of the Said Independent Floor. In case the Allottee fails to pay Maintenance Charges then (a) the Allottee shall not be entitled to avail any maintenance services and (b) the amount of such Maintenance Charges shall be first adjusted from the interest accrued upon the IBMS and if the interest on IBMS falls short of the amount of Maintenance Charges then such short fall shall be adjusted out of the principal amount of IBMS. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs. 538/- per sq. mtr.(Rs. 50/- per sq. ft.) approx. of the Saleable Area of the Said Independent Floor, then the Allottee hereby undertakes to make good the resultant shortfall within fifteen (15) days of the due date of the defaulted Maintenance Charges. The Company/ Maintenance Agency reserves the right to increase the IBMS from time to time keeping in view the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of written demand by the Company/ Maintenance Agency. If the Allottee fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Company may in its sole discretion treat this Agreement as cancelled without any notice to the Allottee and to adjust the shortfall from the sale proceeds of the Said Independent Floor and refund to the Allottee the balance of the money realised from such sale after deducting there-from the Earnest Money and Non Refundable Amounts. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IBMS as stipulated in this clause shall survive the conveyance of title in favour of the Allottee and the Company/ Maintenance Agency shall have first charge/lien on the Said Independent Floor in respect of any such non-payment of shortfall/increases as the case may be.

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(Second Applicant)

The Company shall at its sole discretion have the right to refund / offer to refund in full and final settlement of the IBMS or transfer to the Maintenance Agency, after adjusting there-from any outstanding Maintenance Charges and / or other outstanding of the 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, including but not limited to issues of repayment, refund and / or claims, if any, of the Allottee on account of the same. It is hereby specifically agreed by the Allottee that transfer of IBMS to the Maintenance Agency shall not be linked in any manner whatsoever to the implementation of the Act by the Company for the Said Project. The Maintenance Agency upon transfer of the IBMS or in case fresh IBMS is sought from the Allottee as stipulated hereinabove, reserves the right to modify / revise all or any of the terms of the IBMS, Maintenance Agreement, including but not limited to the amount/ rate of IBMS, etc.

The Allottee has specifically agreed that the allotment of the Said Independent Floor shall be subject to strict compliance of a code of conduct that may be determined by the Company/ Maintenance Agency for occupation and use of the Said Independent Floor and such other conditions as the Company/ Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the Said Independent Floor, operation hours of various maintenance services, general compliances for occupants of the Said Independent Floor, regulation as to entry / exit of the visitors, invitees, guests, security, interiors/fitouts, etc. It is clarified that the code of conduct as may be specified by the Company/ Maintenance Agency is always subject to change by the Company/ Maintenance Agency.

19.(a) Use of the Said Independent Floor

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

19(b) Use of Terraces

The Allottee agrees and understands that the terrace/roof/mumty of the Said Building including services thereto consisting of water tanks etc. shall be for common use of the independent floor owners in the Said Building and all the independent floor owners in the Said Building shall have un-hindered right of access to the roof to make use of the services made available on the roof of the Said Building. It is clarified that this does not include the exclusively earmarked terrace for the exclusive use of first and second floor allottee.

20. Right to enter the Said Independent Floor for repairs

The Allottee confirm that the Maintenance Agency has the right of unrestricted usage of all Common Areas and Facilities as listed in **Part-A** and **Part B** of **Annexure IV**, for providing necessary maintenance services. The Allottee acknowledges that the Maintenance Agency shall have the right to enter into the Said Independent Floor or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Said Independent Floor or the defects in the independent floor above or below the Said Independent Floor. Any refusal of the Allottee to give such right to entry will be deemed to be a violation of the terms of this Agreement and the Company shall be entitled to take such actions as it may deem fit.

21. Payment for replacement, up-gradation, DG sets, electric sub-stations, pumps, fire fighting equipment and other capital plants/equipments.

As and when any plant & machinery within the Said Project including but not limited to DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the allottees in the Said Project, as the case may be on pro-rata basis as specified in this Agreement. The Company or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

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(Sole/First Applicant)

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(Second Applicant)

22. Insurance

The structure of the Said Building/ Said Project may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the Maintenance Agency in its sole discretion on behalf of the Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the Maintenance Agency but contents inside Said Independent Floor shall be insured by the Allottee. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of the Said Building/Said Project or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

23. Payments and deposits & charges for bulk supply of electrical energy

If the Company or the Maintenance Agency decides to apply for and thereafter receives permission from PSPCL or from any other body/Commission/Regulatory/Licensing Authority constituted by the Government of Punjab for such purpose , to receive and distribute bulk supply of electrical energy in the Said Project then the Allottee undertakes to pay in demand to the Company proportionate share as may be determined by the Company of all deposits and charges paid/ payable by the Company or the Maintenance Agency to PSPCL or any other body/ commission/ regulator/ licensing authority constituted by the Government of Punjab, failing which the same shall be treated as unpaid proportion of Total Price payable by the Allottee and the conveyance of the Said Independent Floor may be withheld by the Company till full payment thereof is received by the Company. Proportionate share of cost incurred by the Company for creating infrastructure like HT feeder, EHT sub stations etc. shall also be payable by the Allottee on demand. Further the Allottee agrees that the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Said Independent Floor till full payment of such deposits and charges is received by the Company or the Maintenance Agency. Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's right to apply for individual / direct electrical supply connection directly from PSPCL or any other body responsible for supply of electrical energy. An undertaking in this regard executed by the Allottee is attached as Annexure IX to this Agreement. The Allottee agrees to pay increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time.

24. General compliance with respect to the Said Independent Floor

The Allottee shall, after taking possession or after the expiry of period as stipulated in Clause 12 be solely responsible to maintain the Said Independent Floor at the Allottee's cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Independent Floor, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Independent Floor and keep the Said Independent Floor, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Independent Floor is not in any way damaged or jeopardized. Further, the Allottee shall not store any hazardous, combustible goods in the Said Independent Floor or place any material in the common passage or staircase of the Said Building. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign board/name plate, neon light, publicity material or advertisement material etc., on the face/façade of the Said Building or anywhere on the exterior of the Said Building or common areas. Air conditioners/coolers etc., shall be installed by the Allottee at places earmarked or approved by the Company and nowhere else. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc., or carry out any change in the exterior elevation or design. The Allottee shall also not remove any wall, including load bearing wall of the Said Independent Floor. The walls shall always remain common between the Said Independent Floor and the independent floors of other allottees of adjacent independent floors. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Said Independent Floor, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

25. Compliance of laws, notifications etc. by the Allottee

The Allottee is entering into this Agreement for the allotment of the Said Independent Floor with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project. The Allottee hereby undertakes to comply with

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and carry out, from time to time after taking possession of the Said Independent Floor all the requirements, requisitions, demands and repairs which are required by any development authority /municipal authority / government or any other competent authority in respect of the Said Independent Floor at his own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

The Allottee further agrees and undertakes to ensure the compliance of the condition stated in the environmental clearance, together with any other condition as may be imposed by the concerned authority(ies), including but not limited to the use of the treated waste water for flushing purposes.

26. Alterations of unsold units

The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold units within the Said Project/Said Building and the Allottee shall have no right to raise objections or make any claims on this account.

27. EWS units, school(s), shops, commercial premises/building, etc.

The Allottee agrees that if the Company is directed by the Governmental Authority to earmark a portion of the Said Land for the construction of units for economically weaker sections (EWS) of the society, schools shops, club/community centre, commercial premises/buildings etc., in such a case it is a condition of this Agreement that the Allottee shall have no right to object to its location as may be decided by the Company and approved by the competent authority and shall not have any right, title or interest in any form or manner in the land earmarked for as well as in the EWS units, school(s), if any, shops, commercial premises, religious building, club / community centre, the buildings constructed thereon and facilities provided therein. Further, the Allottee hereby agrees not to have any claim or right to any commercial premises/buildings or interfere in the matter of booking, allotment and sale of EWS units, school(s), if any, shops, commercial premises/buildings, club/community centre or in the operation and management of shops, club / community centre, school(s), commercial premises/buildings etc.

28. Right of the Company to additional FAR

The Allottee agrees and understands that in case the Company is able to get additional Floor Area Ratio (FAR) by the Governmental Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to use the additional FAR, including but not limited to constructing additional buildings in and around the Said Project as per the approvals granted by the Governmental Authorities. The Allottee further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Project. The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on in the Said Project.

29. Company's right to raise finance

The Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge/mortgage of the Said Independent Floor / Said Building/ Said Project / Said Land subject to the condition that the Said Independent Floor shall be free from all encumbrances at the time of execution of Conveyance Deed. The Company /financial institution/bank, as the case may be, may always have the first lien / charge on the Said Independent Floor for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Company for the purpose of the construction of the Said Project.

30. Agreement subordinate to mortgage by the Company

The Allottee agrees that no lien or encumbrance shall arise against the Said Independent Floor as a result of this Agreement or any money deposited hereunder by the Allottee. In furtherance and not in derogation of the provisions of the preceding sentence the Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or

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incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Independent Floor or excuse the Allottee from making payment of the Total Price and other charge, deposits, securities etc. of the Said Independent Floor or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the Conveyance Deed the Said Independent Floor shall be free and clear of all encumbrances, lien and charges whatsoever. In case the Allottee has opted for long term payment plan arrangement with any financial institutions / banks the Conveyance Deed of the Said Independent Floor shall be executed in favour of the Allottee, only on the Company receiving no objection certificate from such financial institution / banks.

31. Company's charge on the Said Independent Floor

The Allottee agrees that the Company shall have the first charge/lien on the Said Independent Floor for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be demanded by the Company from time to time. Further the Allottee agrees that in the event of the Allottee's failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/lien by selling the Said Independent Floor to recover and receive the outstanding dues out of the sale proceeds thereof.

32. Purchase not dependent on financial contingency:

The Allottee may obtain finance from any financial institution / bank or any other source but the Allottee's obligation to purchase the Said Independent Floor pursuant to this Agreement is not to be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Said Independent Floor.

33. Binding effect

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until firstly the Allottee signs and delivers this Agreement with all the annexures alongwith the payments due as per the schedule of payments(**Annexure III**) within 30 days from the date of dispatch by the Company and secondly copy of this Agreement executed by the Company through its authorized signatory is delivered to the Allottee within thirty (30) days from the date of receipt of this Agreement by the Company from the Allottee. If the Allottee fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then at the sole discretion of the Company the Application of the Allottee shall be treated as cancelled and the Earnest Money alongwith the Non-Refundable Amounts paid by the Allottee shall stand forfeited.

34. Agreement not assignable

The Allottee agrees that this Agreement is not assignable for a period of four months from the date of execution of this Agreement nor the name of the Allottee can be substituted and/or deleted without prior written consent of the Company. 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 Allottee to get the name of his nominee substituted, added and/or deleted in his place. The Company at the time of granting permission may impose such terms and conditions and charges as per its discretion. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and/or substitution.

35. Entire agreement

The Allottee agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application/Agreement shall continue to be binding on the Allottee save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and shall supercede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

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(Sole/First Applicant)

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(Second Applicant)

36. Right to amend terms and conditions

- (a) The Allottee agrees and understands that terms and conditions of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Allottee.

(b) Right to amend Annexures

The Company further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Said Independent Floor.

37. Agreement specific only to the Said Independent Floor

The Allottee agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to the Said Independent Floor and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any court(s), forum (s) involving any other apartment(s)/project(s) of the Company or its associates/subsidiaries, or partnership firms in which the Company is partner or interested.

38. Provisions of this Agreement applicable on Allottee /subsequent allottees

All the provisions contained herein and the obligations arising hereunder in respect of the Said Independent Floor/ Said Building/ Said Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Independent Floor, as the said obligations go along with the Said Independent Floor for all intents and purposes subject to clause 14 and 34 above.

39. Waiver not a limitation to enforce

Without prejudice to the rights/remedies available to the Company elsewhere in this Agreement:

- (a) The Company may, at its sole option and discretion, waive in writing the breach by the Allottee of not making payments as per the schedule of payments given in **Annexure III** but on the condition that the Allottee shall pay to the Company interest which shall be charged for the first ninety (90) days after the due date @ **15 %** per annum and for all periods of delay exceeding first ninety (90) days after the due date an additional interest @ **3 %** per annum (total interest **18 %** per annum only). It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other allottees.
- (b) Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

40. Severability

The Allottee agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

41. Captions/headings

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

42. Method of calculation of proportionate share wherever referred to in the Agreement

Unless repugnant to the context, wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other allottees in the Said Project, the same shall be the proportion which the Saleable Area of the Said Independent Floor bears to the total saleable area of all the independent floors in the Said Project.

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

X.....
(Second Applicant)

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with the other allottees of all apartments, to be constructed on the Said Project, the same shall be in proportion which the Saleable Area of the Said Independent Floor bears to the total saleable area of all the apartment buildings, apartments, club, school, convenient shopping and other buildings to be constructed in the Said Project.

43. Force Majeure

The Company shall not be liable to perform any of its obligations or undertakings provided in this Agreement if such performance is prevented due to Force Majeure conditions or continuance of any Force Majeure condition(s).

44. Right to join as affected party

The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Company fully informed at all times in this regard.

45. Indemnification

The Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any cost, loss/liabilities or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.

46. Brokerage

The Allottee shall bear the expenses including commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Said Independent Floor. The Company shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage nor the Allottee has the right to deduct such charges from the Total Price and other charges payable to the Company for the Said Independent Floor. Further, the Allottee shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

However, if the Company has paid commission to a broker on behalf of the Allottee, then the Company shall retain the amount of brokerage as part of the Non Refundable Amounts in case of cancellation of allotment or otherwise.

47. Further assurances

The Allottee agrees that the persons to whom the Said Independent Floor is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

48. Copies of the Agreement

Two copies of this Agreement shall be executed and the Company shall retain the original and send the other copy to the Allottee for his reference and record.

49. Place of execution

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's Office in Chandigarh after the copies are duly executed by the Allottee and are received by the Company. This Agreement shall be deemed to have been executed at Chandigarh.

50. Notices

All notices to be served on the Allottee and the Company as contemplated in this Agreement shall be deemed to have been duly served if sent to the Allottee or the Company by registered post at their respective addresses specified below:

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

X.....
(Second Applicant)

(Address of Allottee)

DLF India Limited

It shall be the duty of the Allottee to inform the Company of any change subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee.

51. Joint purchasers

In case there are joint Allottee(s) all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by the Allottee which shall for all intents and purposes be considered as properly served on all the allottees.

52. Right to transfer ownership

The Company reserves the right to transfer ownership of the Said Project in whole or in parts to any other Person by way of sale / disposal / or any other arrangement as may be decided by the Company in its sole discretion and the Allottee agrees that he / she shall not raise any objection in this regard.

53. Events of defaults and consequences

The Allottee agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i) Failure to make payments within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IBMS as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Company to the Allottee under the terms of this Agreement, and all other defaults of similar nature.
- ii) Failure to perform and observe any or all of the Allottee's obligations as set forth in this Agreement or if the Allottee fails to execute any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Independent Floor.
- iii) Failure to take possession of the Said Independent Floor within the time stipulated by the Company in its notice.
- iv) Failure to execute the Conveyance Deed within the time stipulated by the Company in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as may be demanded by the Company, its nominee, other body or association of apartment owners/association of condominium, as the case may be.

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

X.....
(Second Applicant)

- vi) Failure, pursuant to a request by the Company, in terms of Clause 1.20 of this Agreement, to become a member of the association of independent floor owners of the Said Project or to pay subscription charges etc. as may be required by the Company or association of apartment owners, as the case may be.
- vii) Assignment of this Agreement or any interest of the Allottee in this Agreement without prior written consent of Company.
- viii) Dishonour of any cheque(s) given by Allottee for any reason whatsoever.
- ix) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space independent of the Said Independent Floor or usage of the Parking Space other than for parking Allottee's vehicle.
- x) Escalation Charges
- xi) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee.

Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, in its sole discretion, by notice to the Allottee, cancel this Agreement by giving in writing thirty (30) days notice to rectify the default as specified in that notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled and the Company shall forfeit the Earnest Money along with Non Refundable Amounts. The Allottee acknowledges that upon such cancellation of this Agreement, the Allottee shall have no right or interest in the Said Independent Floor and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the Said Independent Floor and the Parking Space(s) in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by the Company by registered post only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee. This will be without prejudice to any other remedies and rights of the Company to claim other damages/charges which the Company might have suffered due to such breach committed by the Allottee.

54. Governing Law

It is clarified that the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

55. Dispute Resolution by Arbitration

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application/Agreement, including the interpretation and validity of the terms thereof and respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & 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 Chandigarh by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding on the parties. The Applicant hereby confirms that the Applicant shall have no objection to such appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubt as to the independence or impartiality of the sole arbitrator appointed by the Company. It is understood that no other person shall have the power to appoint the arbitrator. The Courts at Kharar alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

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

X.....
(Second Applicant)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint Allottees)

(1) _____

(2) _____

at _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

(to be completed by the Allottee)

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED by the within named Company at --- on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

FOR AND ON BEHALF DLF India Ltd.

2. Signature _____

Name _____

Address _____

(AUTHORISED SIGNATORY)

X.....

(Sole/First Applicant)

X.....

(Second Applicant)



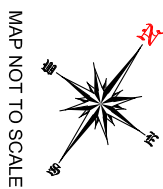
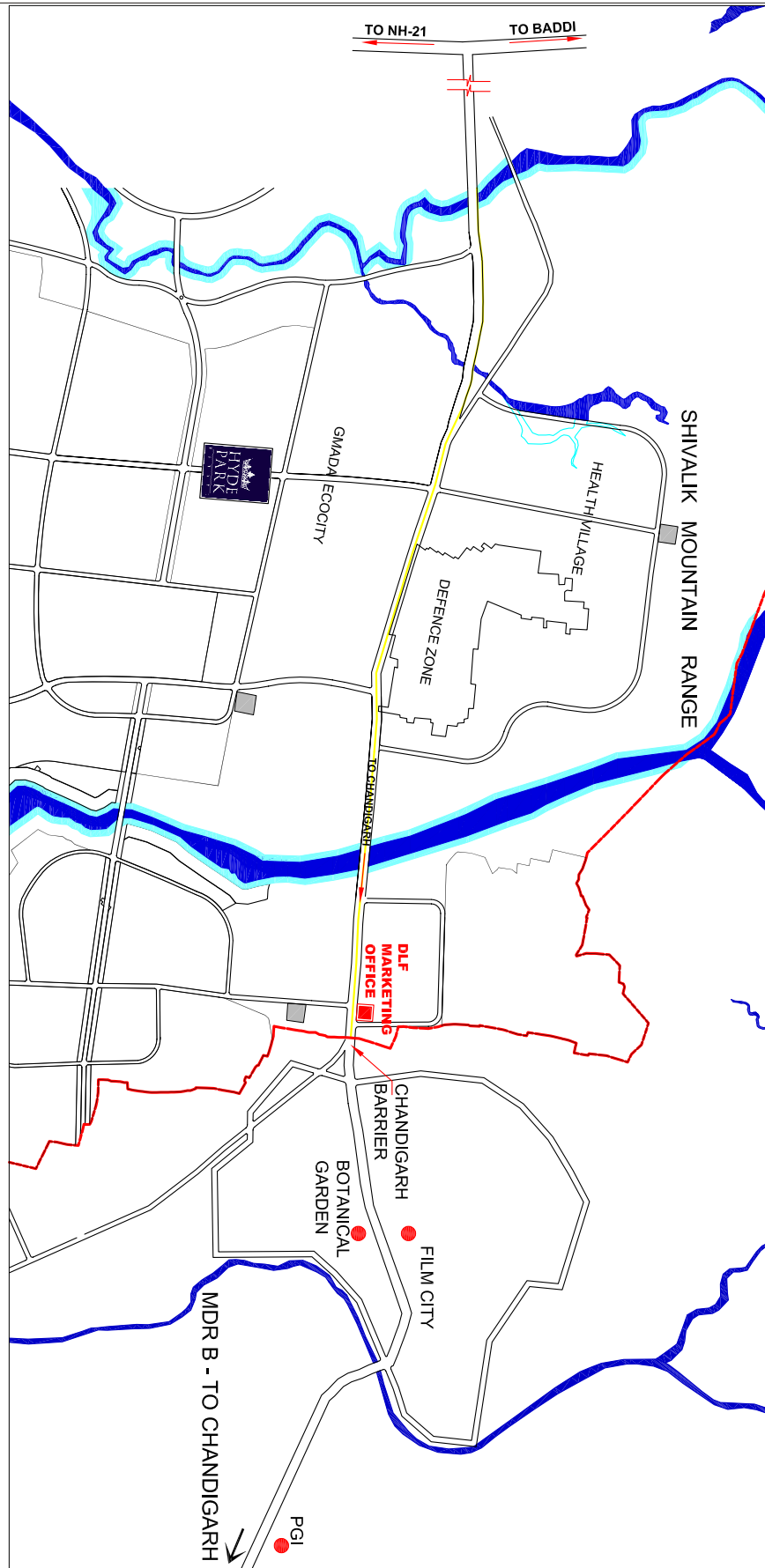
X.....

(Sole/First Applicant)

X.....

(Second Applicant)

TENTATIVE LOCATION PLAN OF HYDE PARK ESTATE, NEW CHANDIGARH
(MULLANPUR LOCAL PLANNING AREA), DISTT. SAS NAGAR, PUNJAB



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

X.....
(Second Applicant)

INDEPENDENT FLOORS, DLF Hyde Park Estate, New Chandigarh

DEFINITION OF SALEABLE AREA

Saleable Area for the purpose of calculating the sale price of Said Independent Floor, shall be the sum of the Specific Area of Said Independent Floor and its prorata interest in the Common areas in Said Building / said plot.

Whereas the Specific Area of Said Independent Floor shall mean entire area enclosed by its periphery walls including area under walls, columns, verandahs / balconies, cupboards and lofts etc. and half the area of common walls with adjoining Independent Floor which form integral part of Said Independent Floor and Common areas shall mean all such parts / areas in Said Building which the Allottee of Said Independent Floor shall use by sharing with the other allottees / occupants in Said Building / said plot including entrance at ground floor, plumbing shafts, electrical shafts, lift shaft, if provided, staircase including area used for electric meter boxes, letter boxes & call bells, mummy, overhead water tanks and architectural features if provided.

It is further clarified that the Saleable Area mentioned in the Agreement is tentative and may undergo changes, the final Saleable Area shall be intimated upon completion of construction of the Said Building. Inclusion of Common areas within or outside the Said Building for the purpose of calculating Saleable Area does not give any right, title or interest in Common areas to the Allottee except the right to use Common areas by sharing with other allottees / occupants in Said Building / said plot. The tentative percentage of Specific Area of Said Independent Floor to Saleable Area varies between 83% to 85% approximately presently, depending on the size of the Independent Floor, which may undergo changes till completion of construction of the Said Building.

It is specifically made clear that the computation of Saleable Area does not include:-

- 1) Open entrance area and the car parking area on front side of the plot, which shall be for common use of the allottees / occupants of the three floors on the said plot.
- 2) Lawn in rear of the Independent Floor at ground floor, this shall be for exclusive use of Independent Floor at ground floor.
- 3) All other land(s), facilities and amenities outside the periphery / boundary of said plot in the Said Project.

It is understood and confirmed by the Allottee of Said Independent Floor that the sites / buildings / area of community facilities / amenities including but not limited to, nursery / primary / higher secondary schools, club / community centers, dispensary, creche, religious buildings, health centers, police posts, electric sub stations, plots / dwelling units for economically weaker sections / service personnel, roads, parks for use of general public, all commercial buildings / premises and any areas, buildings, premises, structures falling outside the periphery / boundary of the said plot in the Said Project are specifically excluded from the scope of this Agreement and Allottee of Said Independent Floor shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have not been included in scope of this Agreement or in the computation of Saleable Area for calculating the sale price and, therefore, the Allottee of Said Independent Floor has not paid any money in respect of such other lands, areas, facilities and amenities. Allottee of Said Independent Floor agrees and confirms that the ownership of such other lands, areas, facilities and amenities shall vest solely with the Company and the Company shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

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

X.....
(Second Applicant)

HYDE PARK ESTATE, NEW CHANDIGARH**PAYMENT PLAN – INDEPENDENT FLOORS****PRICES**

Unit Price of Independent Floor	As applicable
Down Payment Rebate	11.00%
Preferential Location Charges	As applicable
External development Charges	As applicable
Parking	As applicable
Interest Bearing Maintenance Security (IBMS)	Rs.50/- per Sqft

DOWN PAYMENT PLAN

On Application for Booking	Rs. 600000/-
Within 30 days of Booking	95% of Total Price Less : a)Booking Amount b)Down payment rebate
On Offer of Possession	5% of Total Price + IBMS + Club Charges + Registration + Stamp Duty + Other charges, if any

CONSTRUCTION LINK PAYMENT PLAN

On Application for Booking	Rs. 600000/-
Within 2 Months from the date of Booking	15% of Total Price less Booking Amount
Within 4 months from the date of Booking	10% of Total Price
Within 6 months from the date of Booking	10% of Total Price
Start of External Storm Water Works or	
Within 8 months from the date of Booking, whichever is later	7.5% of Total Price
Start of External Electric Works or	
Within 10 months from the date of Booking, whichever is later	7.5% of Total Price
Start of Road Works or	
Within 12 months from the date of Booking, whichever is later	7.5% of Total Price
Casting of Ground Floor Slab or	
Within 14 months from the date of Booking, whichever is later	7.5% of Total Price
Casting of 1st Floor Slab or	
Within 16 months from the date of Booking, whichever is later	5% of Total Price
Casting of 2nd Floor Slab or	
Within 18 months from the date of Booking, whichever is later	5% of Total Price
Casting of Terrace Floor Slab or	
Within 20 months from the date of Booking, whichever is later	5% of Total Price

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

Start of Flooring and Tile Work or

Within 22 months from the date of Booking, whichever is later 5% of Total Price

Start of fixing of Door Frames and installation of Windows or

Within 24 months from the date of Booking, whichever is later 5% of Total Price

On filing of Application for Completion Certificate

Or Within 27 months of Booking, whichever is later 5% of Total Price

On offer of Possession 5% of Total Price + IBMS + Club Charges
+Registration+ Stamp Duty + other charges, if any

Total Price = (Unit Price x Super Area of Unit) + Preferential Location Charges + External Development Charges + Cost of Parking Slots

Notes

1. The rebate for early payment is presently @ 12.5% per annum and shall be subject to change from time to time.
2. Service Tax/ any other tax, if applicable, would be payable by the customer as and when demanded.
3. 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 31st March.
4. Stamp duty & Registration charges shall be payable along with the last installment as applicable.
5. The Company would pay compensation to its first named Applicant only @ Rs.10 per sq.ft. per month for any delay in handing over the product beyond the committed period mentioned in the Independent Floor Buyer's Agreement . Similarly, the customer would be liable to pay holding charge @ Rs.10/- 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.
6. External Development Charges amounting to Rs 915/- per Sq Mtr calculated as per current rates shall also be paid by the Intending Allottee (s). In case of any upward revision thereof by the Govt. agencies in future, the same would be recovered on prorata basis from the Customer.
7. In addition of the Total Price, the applicant shall pay an amount of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only) towards Club Membership Fees for 5 years, Rs.6,000/- (Rupees Six thousand) for Annual Club Charges, Rs. 20,000/- (Rupees Twenty thousand) towards Refundable Security of Club, as and when demanded by the Company.
8. Prices, terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive.

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

X.....
(Second Applicant)

PART –A :

List of Common Areas and Facilities for use of the Allottee within the Said Building proportionate area of which is included in the computation of Saleable Area of the Said Independent Floor.

1. Staircase and mumty.
2. Lifts / lift shafts, if provided.
3. Lift machine room, if provided.
4. Overhead Water tanks.
5. Electrical / Plumbing Shafts.
6. Architectural features, if any.

PART –B :

List of Common Areas and Facilities for use of the Allottee within the Said Building, area of which is excluded from computation of Saleable Area of the Said Independent Floor.

1. Open entrance area on front side of the Said Building, which shall be for common use of the Allottees of the Said Building.
2. Common Terrace area of the Said Building.

PART – C:

List of General Common Areas and Facilities within the Said Project for use of all allottees in the Said Project, excluded from computation of Saleable Area of the Said Independent Floor.

1. Lawns & parks, including lighting & services etc.
2. Roads & driveways, including lighting & services etc.
3. Incidental Open spaces.
4. Underground water tanks.
5. Electrical Sub-stations/transformers
6. Security / guard Rooms
7. Sewage treatment plant, if any.

Save and except the Common Areas and Facilities in Part A , Part B and Part C, as above, and the undivided pro-rata interest in the Footprint of the Said Building, it is specifically made clear by the Company and agreed by the Allottee that he/she shall have no right, no title, no interest in any other land(s), areas facilities and amenities within DLF Hyde Park Estate as these are specifically excluded from the scope of this Agreement and the Allottee agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company, its Associates and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

PART –D:

Areas within the said plot individually allotted to the Allottee for his/her exclusive use and excluded from the computation of Saleable area of the Said Independent Floor

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

X.....
(Second Applicant)

PART – E:

It is specifically made clear by the Company and agreed by the Allottee that this Agreement is limited and confined in its scope only to the Said Independent Floor, areas, amenities and facilities as described in Part-A, Part-B, Part-C and Part-D of this annexure in the Footprint of the Said Building. It is understood and confirmed by the Allottee that all other land(s), areas, facilities and amenities outside the periphery / boundary of the Said Building or anywhere in DLF Hyde Park Estate are specifically excluded from the scope of this Agreement and the Allottee agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement and have not been taken in the computation of Super Area for calculating the sale price and therefore, the Allottee has not paid any money in respect of such other lands, areas, facilities, and amenities. The Allottee agrees and confirms that the ownership of such other lands, areas, facilities and amenities, shall vest solely with the Company, its Associate Companies, its subsidiary companies and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

1. Shops within the Said Project, if any.
2. Dwelling units for economically weaker section
3. Areas reserved for all kinds of schools and school buildings/construction (including but not limited to nursery, primary & higher secondary school).
4. Areas for club / community centre and club / community building(s) .
5. Areas reserved for dispensary and dispensary building(s).
6. Areas reserved for religious building and religious building(s)
7. Areas reserved for electric sub-stations (ESS) & ESS building(s).
8. Areas for building(s) / constructions thereof.
9. Areas for other commercial buildings and commercial buildings / premises.
10. Area for sports, recreational facilities etc.
11. Roads, parks for use of general public.
12. All areas, building, premises, structures falling outside the periphery / boundary of the Said Land.

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

X.....
(Second Applicant)

DLF HYDE PARK ESTATE, NEW CHANDIGARH	
TENTATIVE SPECIFICATION	
LIVING/DINING ROOM	Flooring - Vitrified Tiles
	Walls - Plastic Emulsion
	Ceiling - OBD
BED ROOM	Walls - Plastic Emulsion
	Ceiling - OBD
	Flooring - Vitrified Tiles/Laminated Wooden Flooring
Kitchen	Flooring - Floors - Vitrified Ceramic Antiskid Tiles
	Walls - Ceramic Tile 600mm above Counter. 1450 / 2050mm in other areas. Plastic Emulsion above tiles.
	Ceiling - OBD
	C P Fittings - Single Lever Fittings
	Counter - Granite Top
	Sink - Single Bowl with drain board.
TOILETS	Flooring - Floors - Vitrified Ceramic Antiskid Tiles
	Walls - Ceramic Tiles till 2100mm height, Plastic Emulsion above tiles
	Ceiling - OBD
	C P Fittings - Single Lever Fittings (Grohe or equivalent brand)
	Chinaware - White (Roca or equivalent brand)
BALCONIES	Flooring - White Terrazzo Tiles / Antiskid Ceramic Tiles
STAIRCASE	Flooring - Terrazo Tiles
	Ceiling - OBD
UTILITY ROOM	Flooring - Mosaic Tiles
	Wall - OBD
	Ceiling - OBD
UTILITY TOILET	Flooring - Floors - Ceramic Tiles
	Walls - Glazed Ceramic Tiles
	Ceiling - OBD
	C P Fittings - Standard Fittings
	Chinaware - Standard Fittings
EXTERIOR	Walls - Sandtex Matt Paint or suitable equivalent
DOORS / WINDOWS	Internal - Flush Doors Painted
	Main Door - Flush Doors Polished
	Windows - Aluminium (Powder Coated or Anodized) / UPVC
HARDWARE	Front Door - Mortice Lock Brass Finish / SS Matt Finish, Night Latch Safety Chain
ELECTRICAL FITTINGS	Modular Type Switches & Sockets, Copper Wiring
LIFTS	Installation of lifts, Four /Six passenger lift , Internal finishes - MS painted with half mirror on the back and handrail ; Floor : 19mm thk marble floor
POWER BACKUP	Upto 1950 Sqft Not Exceeding 8 KVA Per Independent Floor
	From 1951 & upto 2500 Sqft Not Exceeding 10 KVA Per Independent Floor

X.....

(Sole/First Applicant)

X.....

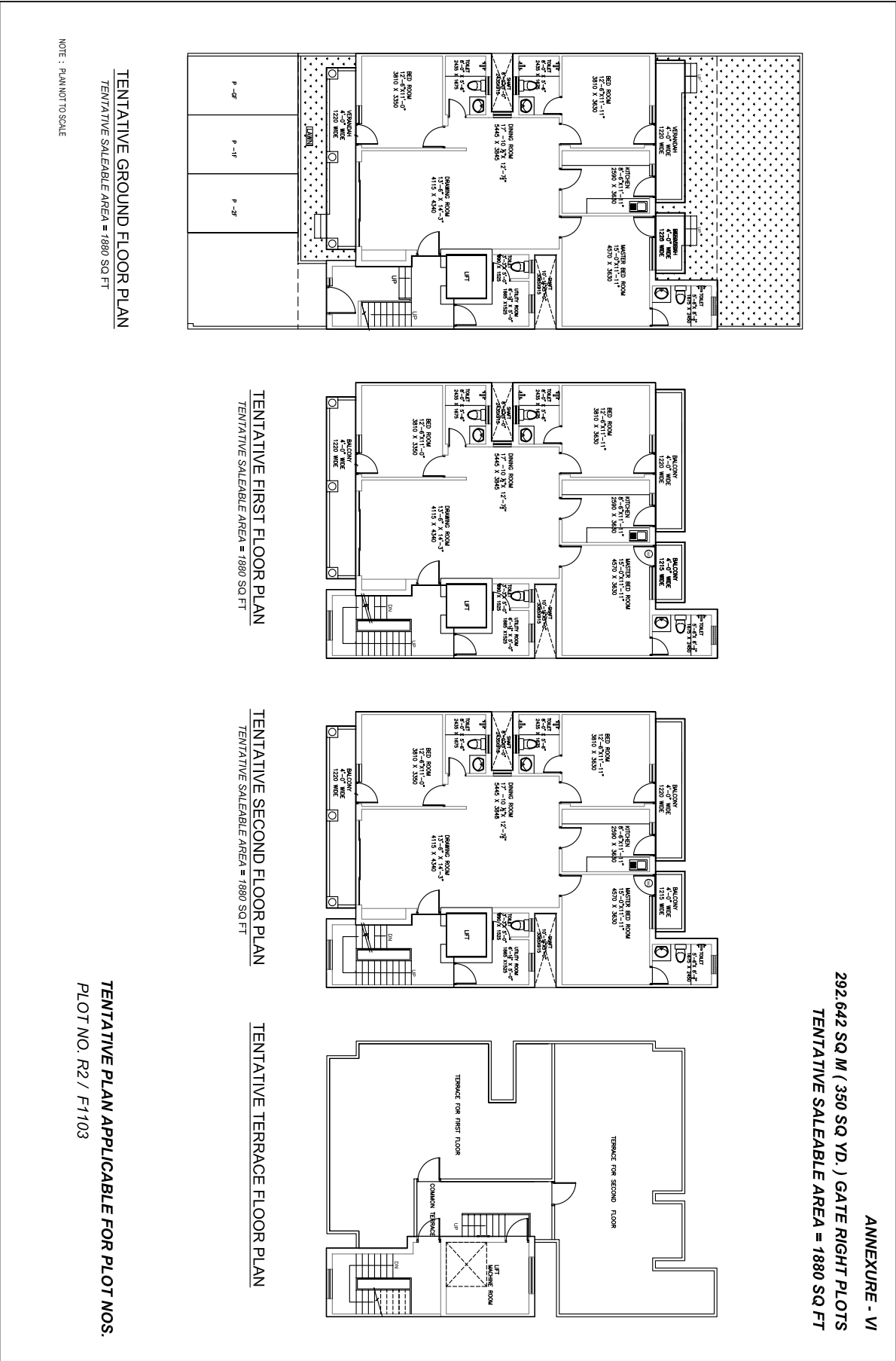
(Second Applicant)



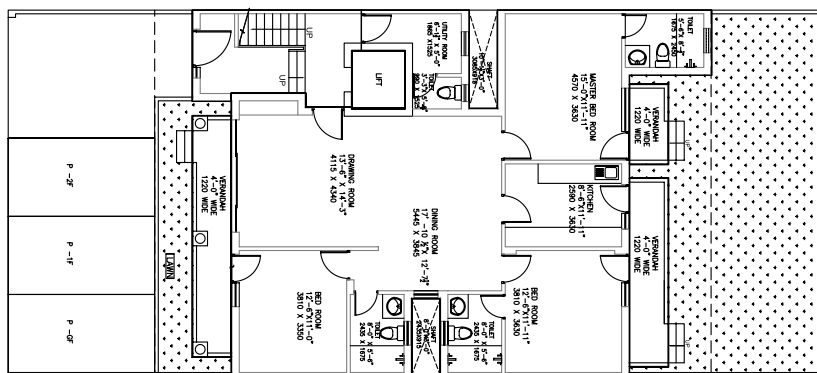
TENTATIVE PLOT NUMBERING PLAN OF POCKET R1, R2 & R3, HYDE PARK ESTATE, NEW CHANDIGARH (MULLANPUR LOCAL PLANNING AREA), DISTT. SAS NAGAR, PUNJAB

Protein Application

X.....
(Second Applicant)

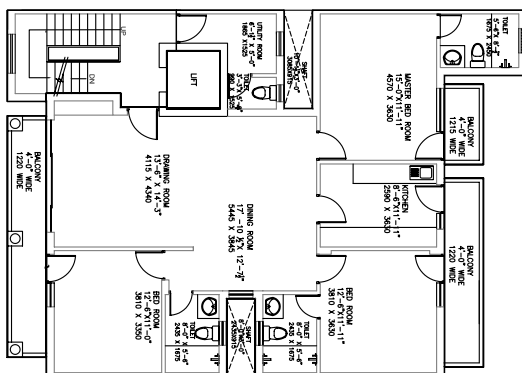


ANNEXURE - VI
292,642 SQ M (350 SQ YD.) GATE LEFT PLOTS
TENTATIVE SALEABLE AREA = 1880 SQ FT

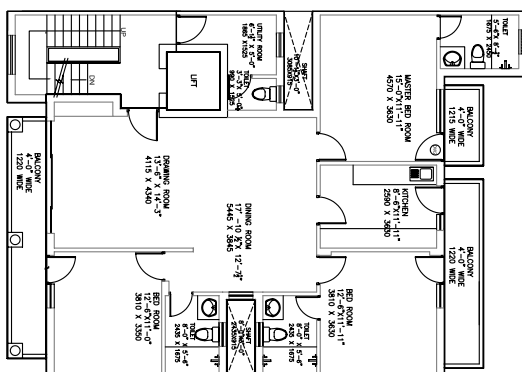


TENTATIVE GROUND FLOOR PLAN
TENTATIVE SALEABLE AREA = 1880 SQ FT

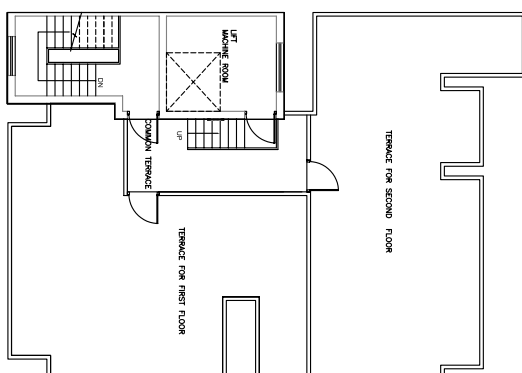
NOTE : PLAN NOT TO SCALE



TENTATIVE FIRST FLOOR PLAN
TENTATIVE SALEABLE AREA = 1880 SQ FT



TENTATIVE SECOND FLOOR PLAN
TENTATIVE SALEABLE AREA = 1880 SQ FT



TENTATIVE TERRACE FLOOR PLAN

TENTATIVE PLAN APPLICABLE FOR PLOT NOS.
PLOT NO. R2 / F1102 & R2 / F1104

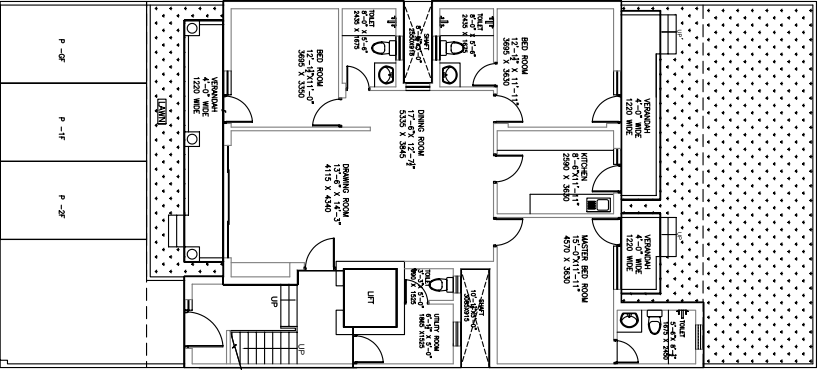
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(Sole/First Applicant)

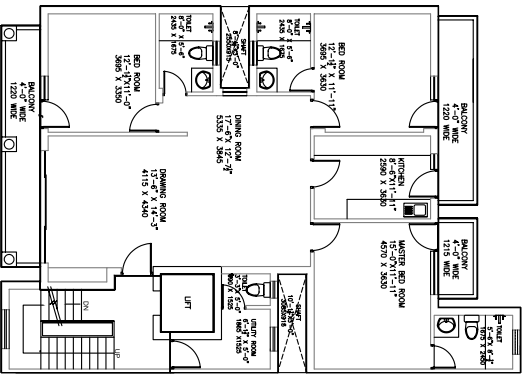
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(Second Applicant)

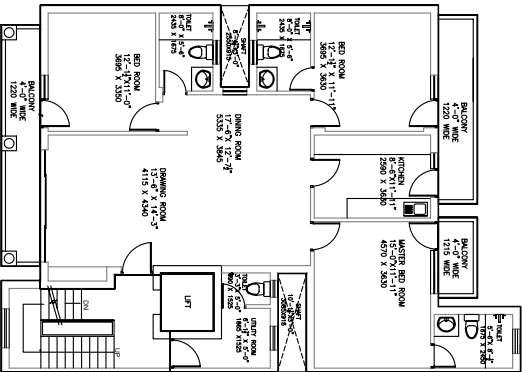
ANNEXURE - VI
292.642 SQ M (350 SQ YD.) GATE RIGHT CORNER PLOTS
TENTATIVE SALEABLE AREA = 1882 SQ FT



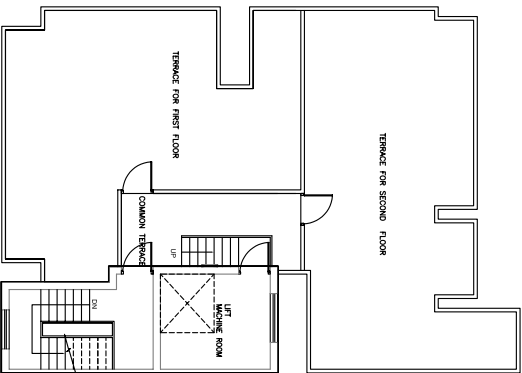
TENTATIVE FIRST FLOOR PLAN
TENTATIVE SALEABLE AREA = 1882 SQ FT



TENTATIVE SECOND FLOOR PLAN
TENTATIVE SALEABLE AREA = 1882 SQ FT



TENTATIVE TERRACE FLOOR PLAN

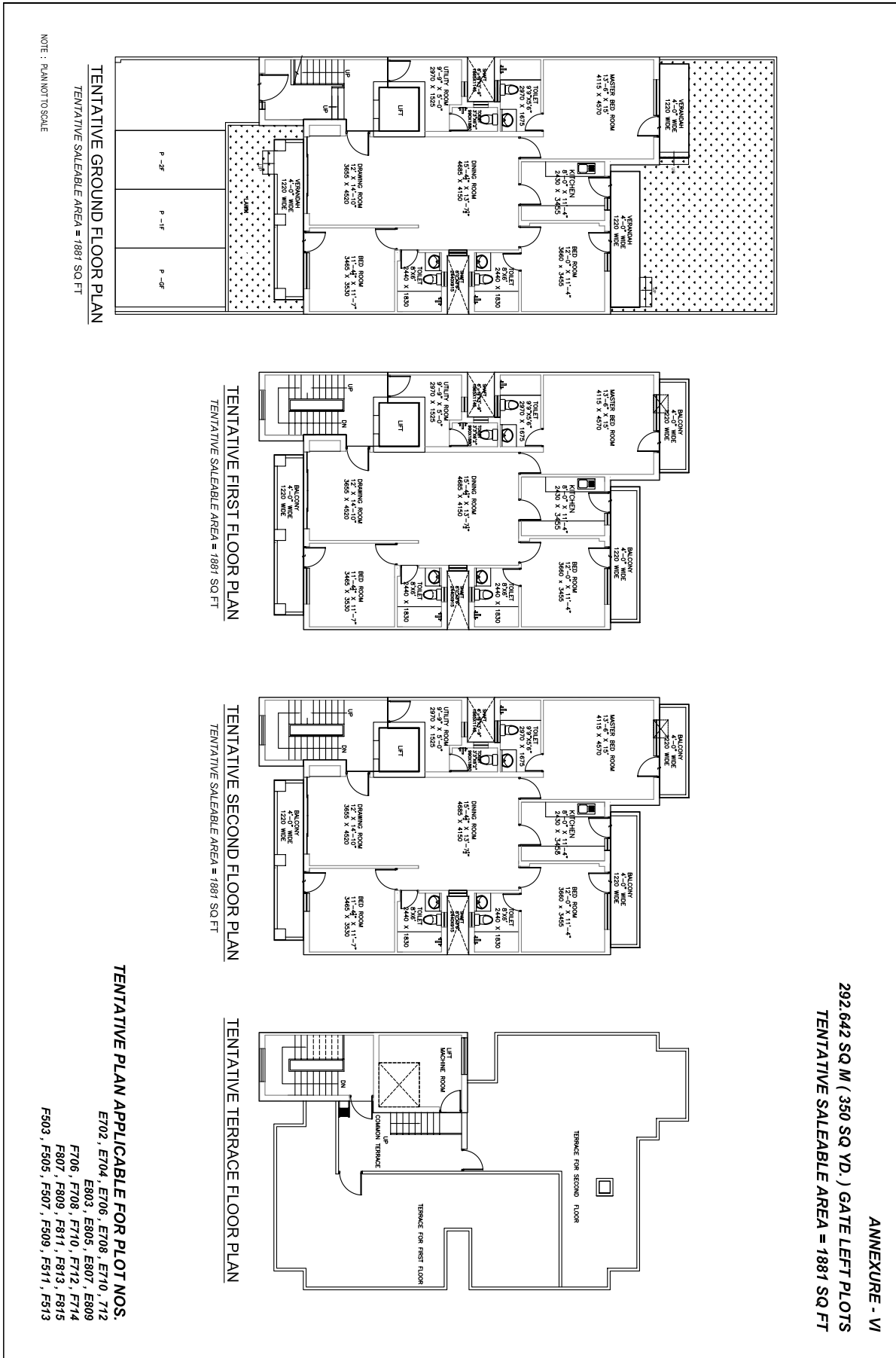


TENTATIVE PLAN APPLICABLE FOR PLOT NOS.
PLOT NO. R2 / F1101

NOTE : PLAN NOT TO SCALE

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

X.....
(Second Applicant)



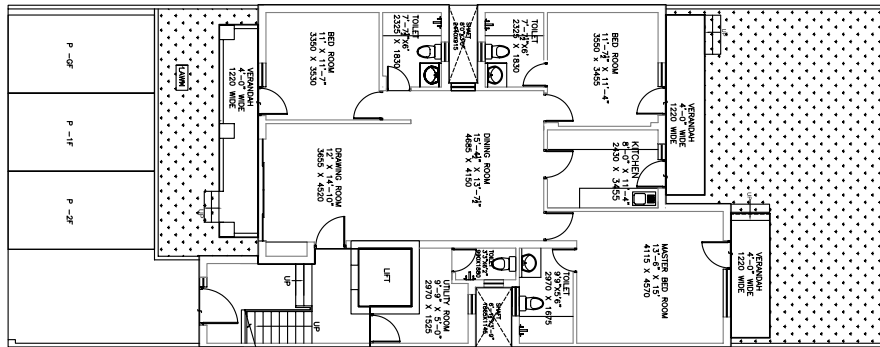
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(Sole/First Applicant)

X.....

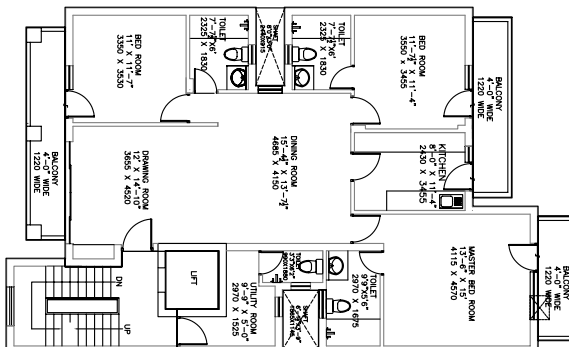
(Second Applicant)

ANNEXURE - VI
292.642 SQ M (350 SQ YD.) GATE RIGHT CORNER PLOTS
TENTATIVE SALEABLE AREA = 1894 SQ FT

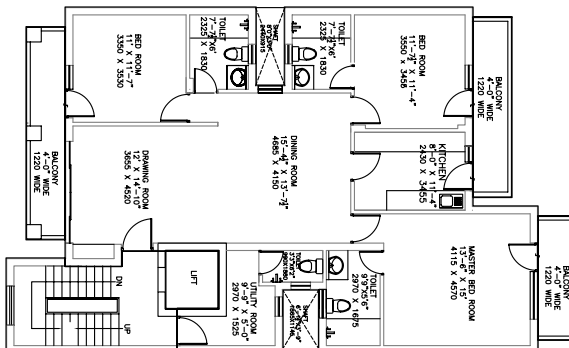


TENTATIVE GROUND FLOOR PLAN
 TENTATIVE SALEABLE AREA = 1894 SQ. FT

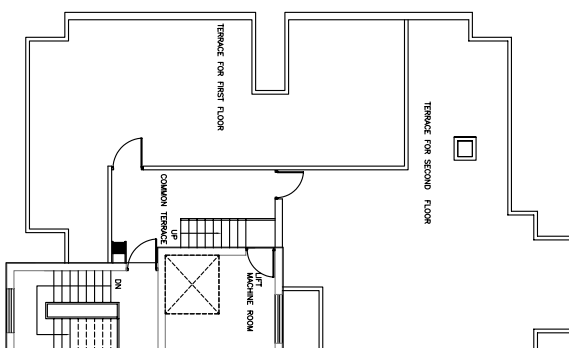
NOTE : PLAN NOT TO SCALE



TENTATIVE FIRST FLOOR PLAN
 TENTATIVE SALEABLE AREA = 1894 SQ. FT



TENTATIVE SECOND FLOOR PLAN
 TENTATIVE SALEABLE AREA = 1894 SQ. FT



TENTATIVE TERRACE FLOOR PLAN

TENTATIVE PLAN APPLICABLE FOR PLOT NOS.
E501, E701, F816

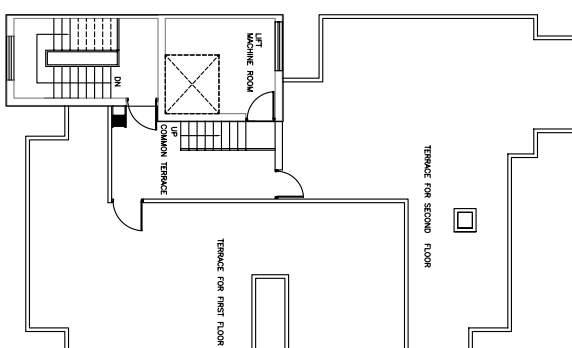
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(Second Applicant)

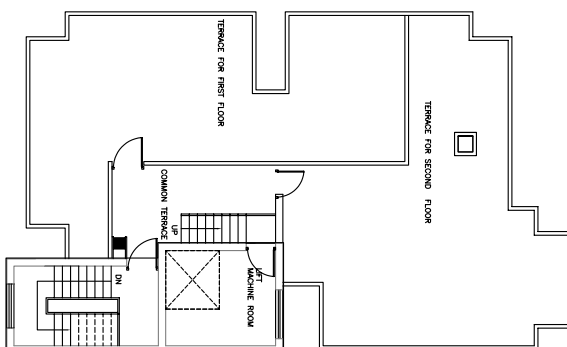
(Second Applicant)



TENTATIVE TERRACE FLOOR PLAN

TENTATIVE PLAN APPLICABLE FOR PLOT NOS.
E801, F716, F515

NOTE : PLAN NOT TO SCALE

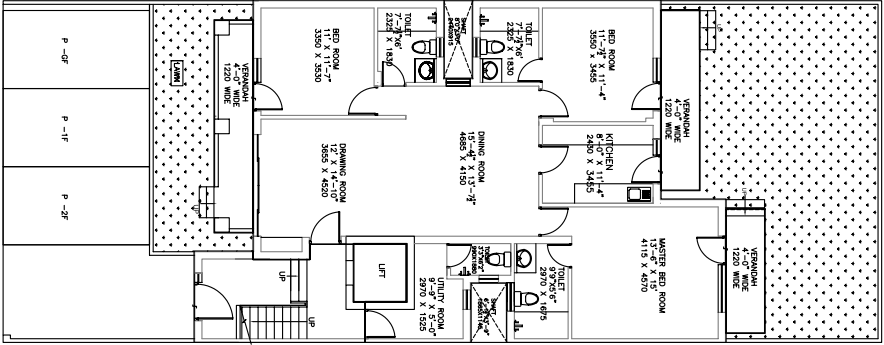


**TENTATIVE PLAN APPLICABLE FOR PLOT NOS.
E502, E713, F806**

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(Second Applicant)

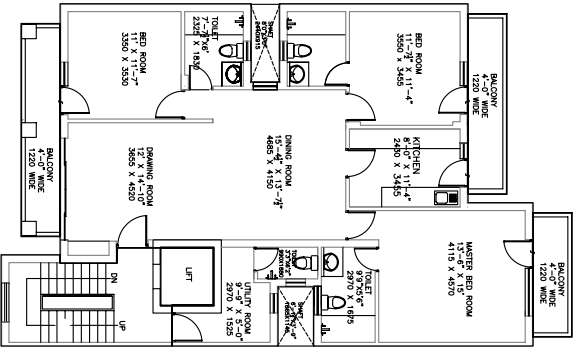
ANNEXURE - VI

292,642 SQ M (350 SQ YD.) GATE RIGHT PLOTS
TENTATIVE SALEABLE AREA = 1884 SQ FT

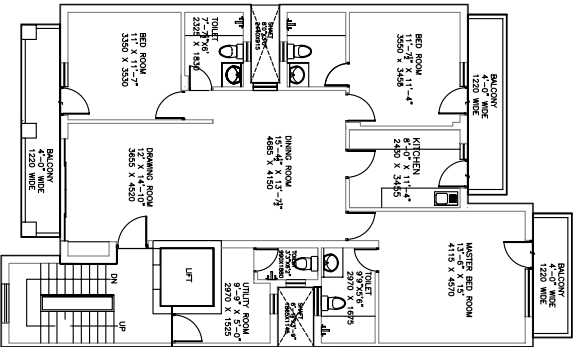


TENTATIVE GROUND FLOOR PLAN
TENTATIVE SALEABLE AREA = 1884 SQ FT

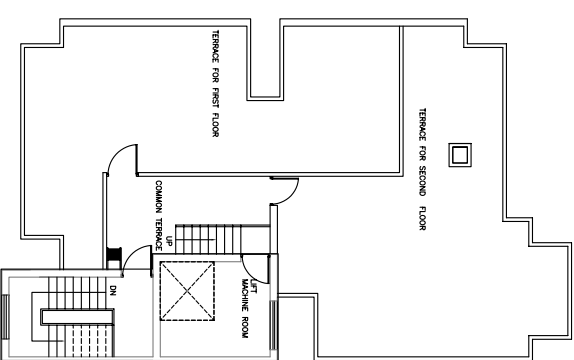
NOTE : PLAN NOT TO SCALE



TENTATIVE FIRST FLOOR PLAN
TENTATIVE SALEABLE AREA = 1884 SQ FT



TENTATIVE SECOND FLOOR PLAN
TENTATIVE SALEABLE AREA = 1884 SQ FT



TENTATIVE TERRACE FLOOR PLAN

TENTATIVE PLAN APPLICABLE FOR PLOT NOS.
E870, F705

X.....

(Sole/First Applicant)

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(Second Applicant)

MAINTENANCE AGREEMENT

This Agreement is made at Mullanpur on this day _____ of _____ 2012.

AMONGST

1) DLF INDIA Limited, a Company registered under the Companies Act, 1956 having its registered office at I-E, Jhandewalan Extension, Naaz Cinema Complex, Delhi-110055 (hereinafter referred to as the “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its authorised signatory Shri _____, S/o _____, R/o _____, of the First Part;

AND

2) _____, registered under the Societies Registration Act, 1860 (hereinafter referred to as the “Association” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its authorized signatory Shri _____, S/o _____, R/o _____, of the Second Part;

AND

3) 1. Shri/ Smt. _____
 Son/Daughter/Wife of Shri _____
 Resident of _____

*2. Shri/Smt. _____
 Son/Daughter/Wife of Shri _____
 Resident of _____

(* to be filled up in case of joint purchasers)

(Hereinafter singly/jointly, as the case may be, referred to as the “User” which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, legal representatives and successors) of the Third Part;

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 (Sole/First Applicant)

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 (Second Applicant)

OR

** M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932 (hereinafter referred to as “User” which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors and successors) of the Third Part acting through its duly authorized partner, Shri / Smt. _____.

OR

** _____ a Company registered under the Companies Act, 1956, having its registered office at _____ and Corporate Identification Number _____ (hereinafter referred to as “User” which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Third Part acting through its duly authorised signatory Shri/Smt. _____ authorised by Board resolution dated _____ Of the Other Part.

~~**Strike out whichever is not applicable~~

WHEREAS the User has entered into the Agreement (hereinafter defined) for the purchase of the Said Independent Floor (hereinafter defined) in the Said Building/Said Plot/ Said Project (hereinafter defined) and has taken possession / is in the process of taking possession.

AND WHEREAS the Agreement contained a stipulation for the provision of the Maintenance Services (hereinafter defined) by the Company/Association on the payment of charges thereof by the User.

AND WHEREAS the User has, in accordance with the Agreement, deposited / in the process of depositing IBMS (hereinafter defined) with the Company/Association.

AND WHEREAS the Company/ Association/ User wants the Common Areas and Facilities (hereinafter defined) and services to be maintained by the Maintenance Agency (hereinafter defined) and the Maintenance Agency is agreeable to maintain the Common Areas and Facilities and services on the terms and conditions contained hereinafter.

AND WHEREAS the Company /Association has handed over the maintenance of the assets and equipments installed for providing Maintenance Services within the Said Building (hereinafter defined) and Said Project and the Common Areas and Facilities situated within the Said Project/ Said Plot/ Said Building to the Maintenance Agency for the Maintenance Services.

AND WHEREAS on the User's undertaking to abide by the terms and conditions of this Maintenance Agreement and subject to the other terms and conditions of this Maintenance Agreement, the Maintenance Agency has agreed to provide the Maintenance Services.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:

Definitions and Interpretation:

In this Maintenance Agreement, the following words and expressions when capitalized shall have the meaning assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

“Agreement” shall mean the independent floor buyer's agreement dated _____ entered into between the Company and the User for the sale of the Said Independent Floor to the User.

“Common Areas and Facilities” shall mean such common areas and facilities within the Said Building/ Said Plot/ Said Project which are earmarked for common use by the residents/occupants of the Said Building/Said Project including items as mentioned in Annexure IV of the Agreement.

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

X.....
(Second Applicant)

“Interest Bearing Maintenance Security” means the interest bearing maintenance security to be paid by the User for the maintenance and upkeep of the Said Project/Said Building/ Said Independent Floor to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 538/- per sq.mtr.(Rs. 50/- per sq. ft.) approx. of the saleable area of the Said Independent Floor. IBMS shall carry a simple yearly interest as per the applicable rates on one year 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 Agreement.

“Maintenance Agency” means the person (s) who shall carry out the maintenance and upkeep of the Said Project and who shall be responsible for providing the maintenance services within the Said Building/Said Project, which may be the Company or association of independent floor owners or such other appointed agency/ body/ company to whom the Company may handover the maintenance of the Said Project.

The Maintenance Agency reserves the right to modify, revise all or any of the terms of the maintenance security including but not limited to amount/ rate of the maintenance security.

“Maintenance Agreement” shall mean this maintenance agreement along with all annexures, schedules, terms and conditions attached thereto.

“Maintenance Charges” shall mean the charges payable by the User to the Maintenance Agency for the Maintenance Services but this does not include the charges for actual consumption of utilities in the Said Independent Floor including but not limited to electricity and water charges which shall be charged on monthly basis as per actual consumption/ usage and also does not include any statutory payments/taxes with regard to Said Project/ Said Building/ Said Independent Floor. The maintenance charges will be calculated on the basis of actual cost of Maintenance Services.

The Maintenance Charges with respect to the Said Independent Floor will be computed as under:

(Total cost of Maintenance Services/ Total saleable area of all the independent floors) X The saleable area of the Said Independent Floor.

“Maintenance Services” shall mean such services for the maintenance of Common Areas and Facilities and for providing utilities including but not limited to as specified under clause ____ hereof, to be rendered by the Maintenance Agency.

“Said Building” means the building in which the Said Independent Floor is located.

“Said Independent Floor” means the specific independent floor applied for by the Applicant, details of which have been set out in the Application and includes any alternative independent floor that maybe allotted by the Company in lieu of the Said Independent Floor.

“Said Plot” means the specific plot on which the Said Building shall be constructed/developed.

“Said Project” means the project being developed under the name and style of “HYDE PARK ESTATE” on a land admeasuring 200 acres approx., situated at New Chandigarh, (Mullanpur Local Planning Area), District SAS Nagar, Punjab comprising of residential plots/independent floors/ commercial & institutional complex/ convenient shopping centre, school, etc. as per the layout plan approved by CTP Punjab or any subsequent/ revised layout plan(s) so approved.

“Said Land” means land admeasuring 200 acres or thereabout situated at Mullanpur Local Planning Area, District SAS Nagar, Punjab on which the Said Project is being developed.

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. MAINTENANCE SERVICES AND THEIR SCOPE

Subject to the terms and conditions of this Maintenance Agreement and User's compliance of the terms of the Agreement/conveyance deed executed by the Company for the Said Independent Floor and subject to the timely payment of the Maintenance Charges, the Maintenance Agency shall ensure provision of the Maintenance Services in accordance with the Maintenance Agreement during the term of this Maintenance Agreement.

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

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(Second Applicant)

The Maintenance Services shall include the following :

A. For the Said Project/Said Plot/ Said Building:

- i) Maintenance of the Common Areas and Facilities as specified in Annexure IV to the Agreement,
- ii) Maintenance of open spaces, compound wall, landscaping, roads, paths and such other spaces within the boundary wall of the Said Project including maintenance of equipment for providing utilities,
- iii) Operation and Maintenance of electrification equipments and ancillaries installed within the Said Project/Said Plot/ Said Building under bulk electric supply scheme, power back-up and sub-stations connected with supply of electrical energy and equipments installed in the Said Building/Said Plot/ Said Project for filtration, water supply, sewerage, sewage treatment plant, water treatment plant in the Said Project.
- (iv) Security services for the Said Building/Said Project.
- v) Insurance of the Said Project/Said Building including any structure, equipments installed in the Said Building/ Said Project.
- vi) Repairing, renewing or replacing any component, structure etc., falling within or not in the Common Areas and Facilities, as the Maintenance Agency may deem fit.
- (vii) Provide such other maintenance services as the Maintenance Agency may deem fit with regard to the maintenance of the Said Project/ Said Plot/ Said Building.

For the avoidance of doubt, it is clarified that Maintenance Agency may add, withhold or vary any of the Maintenance Services if the Maintenance Agency considers the addition, withholding or variation of such services to be necessary or desirable for the upkeep and maintenance of the Said Project or part thereof which may have the effect of increase, or if so required by lawful authority, in the Maintenance Charges.

2. MAINTENANCE CHARGES:

The User agrees and undertakes to pay, on quarterly basis, the Maintenance Charges in advance, as per the bills raised by the Maintenance Agency in this regard, at the beginning of every quarter. The User understands that as per the Agreement, the Maintenance Charges are to be levied from the date of grant of occupation certificate by the competent authority for the Said Project.

At the end of each financial year, Maintenance Agency shall get its account audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there shall be any surplus/deficit arising at the end of the financial year after audit, the same shall be adjusted in the bills raised in the subsequent financial year in a manner that the amount may be refunded/recovered from subsequent bills to the User.

The basis for the Maintenance Charges to be billed to the User shall be as under:

A. Maintenance Services:

- (i) The Maintenance Charges shall be calculated by taking into account the entire cost incurred by the Maintenance Agency for rendering total services and the bills for the same shall be raised quarterly in advance.
- ii) The Maintenance Agency shall also bill the charges relating to the operation and maintenance of various services in the Said Land in which the Said Project/ Said Independent Floor is located.

B. Utilities:

- (i) The Maintenance Agency shall bill, monthly, for the consumption of electrical energy inside the Said Independent Floor based on number of units consumed as indicated by the meter(s) installed in the Said Independent Floor at pre-determined rates (which for want of a more suitable standard / rate shall correspond) to the rates charged by Punjab State Power Corporation Ltd. (PSPCL) to its direct consumers) falling in the schedule of tariff as

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(Sole/First Applicant)

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(Second Applicant)

applicable from time to time to the Said Independent Floor. The bill shall also include meter hire charges and a minimum demand charge if the consumption falls below the minimum demand.

- ii) The cost of electrical energy paid by Maintenance Agency to PSPCL and/or the cost of operating (including fuel etc.) and maintaining standby DG Set(s) and deducting therefrom, actual receipts from billing of electrical energy to all the Users of the Said Project on account of electrical energy consumed, monthly, inside their respective Said Independent Floor. The resultant net expenditure shall be treated as common maintenance charges and billed to individual Users in proportion to the saleable area of their respective floors. It is clarified and understood by the Users that Maintenance Charges are inclusive of cost incurred in arranging electrical energy from PSPCL and/or from standby DG Set(s) net of the receipts from bills paid by the Users shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of Maintenance Agency.

3. Procedure of billing and payment:

- i) The Maintenance Agency shall, at the beginning of each quarter, raise the bill for Maintenance Charges as mentioned in clause 2A on the User. The User undertakes to pay the entire amount of Maintenance Charges as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- ii) The Maintenance Agency shall raise bills for utilities as per clause 2B on the User for actual consumption of utilities including but not limited to electricity and water charges. The User undertakes to pay the entire amount of as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- iii) All payments shall be made by the User through Crossed Cheque/ Demand Draft only, drawn in favour of the Maintenance Agency payable at _____ and shall be deemed to have been paid only when the amounts are credited to the accounts of the Maintenance Agency.
- iv) In the event of delay/default by the User in payment of the Maintenance Charges/ utilities bills by the due date mentioned in the bills, the Association/Maintenance Agency shall have the right to adjust the unpaid amount, in the first instance from the interest accrued on the IBMS and if such accrued interest falls short of the unpaid Maintenance Charges, the Association/Maintenance Agency shall have the right to adjust the same from the principal amount of IBMS.
- v) In case due to the aforesaid adjustment, the principal amount of IBMS falls below the required amount, then the User shall be liable to make good such short fall within fifteen (15) days failing which the User shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date. If the User defaults in making the shortfall within a further period of fifteen (15) days, the Maintenance Agency shall have the right to withhold/ discontinue the Maintenance Services/ utilities for the Said Independent Floor, at any time, without any further notice.

Notwithstanding anything contained herein, the Maintenance Agency shall have the first charge on the Said Independent Floor for the recovery of the aforesaid unpaid amounts (including interest thereon).

- vi) Without prejudice to the right to the Maintenance Agency to recover the Maintenance Charges/ utilities bills in the aforesaid manner and to charge interest for the period of delay, the unpaid bill shall be deemed to be a notice to the User to the effect that if the amounts stated in the bill is not paid by the due date, the Maintenance Agency shall have the right to discontinue the provision of Maintenance Services/utilities/ to run and operate the equipments of utilities to the User till the date of payment of the unpaid amount along with interest.

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(Sole/First Applicant)

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(Second Applicant)

- (vii) All returned/dishonoured cheques shall be subject to legal action under the provisions of Negotiable Instrument Act, 1881 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 18% p.a. and other charges as provided in this Agreement in case of dishonoured cheques.
- (viii) The payment of bill shall not be held up/ delayed even if there are any differences or disputes as to its accuracy. Any such difference or disputes regarding accuracy of the bill shall be separately settled as provided in Clause 7 of this Agreement.
- ix) Notwithstanding any clause of this Agreement, the liability of the Maintenance Agency to provide Maintenance Services is conditional on the Maintenance Agency getting the Maintenance Charges/utilities bills within the stipulated time from all the users, in no event less than 75-80% of the actual users. In the event there is a default by more than 20-25% of the independent floor owners to pay the Maintenance Charges/ utility bills the Maintenance Agency shall not be obliged to provide any Maintenance Services and/or run or operate the utilities equipments to any of the apartment owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any apartment owner.
- (x) In the event the User has paid the IBMS in favour of the Association and the Association has appointed another maintenance agency for maintaining the Said Project/Said Building then in that event, the User may be required to issue a fresh cheque towards IBMS in favour of the said Maintenance Agency. However, that would be subject to the User receiving a refund cheque of the IBMS amount paid earlier to the Association.

4. USER'S OBLIGATIONS:

- i) The User undertakes to comply with the provisions of this Agreement.
- ii) The User further agrees that the User's right to use the Common Areas and Facilities, shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. In case of failure to do the same, the User shall lose the right to use any of the Common Areas and Facilities and to obtain the supply of utilities and other services, the Maintenance Agency shall have the right to recover the amounts due as per law.
- (iii) The User shall be responsible for insuring the contents within the Said Independent Floor at the User's own cost, risk and responsibility. Further, the User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Said Building/Said Project or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default, shall be borne and paid by the User only.
- (iv) The User shall maintain the Said Independent Floor at the User's own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Independent Floor, or to the Said Building, or to the Common Areas and Facilities which may constitute violation of any law or rules of any authority or cause detriment to occupants of the Said Building/Said Plot/Said Project or change or alter or make additions to the Said Independent Floor and keep the Said Independent Floor, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. The User further undertakes, assures and guarantees that the User would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Said Building or common areas. The User shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the User shall not store any hazardous or combustible goods in the Said Independent Floor or place any material in the Common Areas and Facilities including the common passages or staircase of the Said Building. The User shall also not remove any wall, including the outer and load bearing wall of the Said Independent Floor. The User shall plan and distribute the User's electrical load in conformity with the electrical systems installed by the Company.

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(Sole/First Applicant)

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(Second Applicant)

The non-observance of the provisions of this clause shall entitle the Maintenance Agency, without prejudice to other rights and remedies which it may have, to enter the Said Independent Floor, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the User. The User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard.

- (v) The User shall also be liable to pay the cost (in addition to) Maintenance Charges/utilities, as and when any plant & machinery within the Said Project/Said Building as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradations, additions etc. the cost thereof on pro-rata basis. The User acknowledges that the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof.

5. Limit on the Responsibility of the Maintenance Agency

- (i) The User understands that the Maintenance Agency may engage other agencies/contractors to provide one/more/all Maintenance Services under separate agreements. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies' work and to ensure that their operation is in conformity with the agreement executed by them and to replace an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. The Maintenance Agency shall not be liable for any delay, loss or damage caused by agencies' failure or refusal to timely provide services.
- (ii) The Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the Said Independent Floor /Said Building/Said Project including those or due to electrical devices installed in the Said Independent Floor. The hazards aforesaid originating from the Said Independent Floor /Said Building/Said Project shall not impose any kind of legal or financial liability on the Maintenance Agency and the User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Independent Floor or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

6. GENERAL

- \ (i) The Maintenance Agency shall have the right to assign this Agreement or any part thereof to any other person/entity as it may deem fit.
- (ii) All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.
- (iii) The Maintenance Agency shall retain the original of this Agreement and the User shall be provided with a duplicate copy thereof.
- (iv) The failure of the Maintenance Agency to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.
- (v) If any provision of this Agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.

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

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(Second Applicant)

- (vi) This Agreement is in consonance and not in derogation to the Agreement and the conveyance deed.
- (vii) Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.
- (viii) It is clearly understood and agreed between the parties that all the provisions contained herein and the obligation arising there under shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the Said Independent Floor, as the said obligations go along with the Said Independent Floor for all intents and purposes.
- (ix) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- (xii) Any User in breach of any of the terms and conditions of this Agreement shall be liable to pay outstanding dues and liquidated damages equivalent to the amount paid as Maintenance Charges during the last twelve (12) months, which the User agrees are fair, just and reasonable.

7. Dispute Resolution by Arbitration:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & 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 Chandigarh by a sole arbitrator who shall be appointed by the Company/Maintenance Agency and whose decision shall be final and binding on the parties. The User hereby confirms that the User shall have no objection to such appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of the Company/Maintenance Agency or is otherwise connected to the Company/Maintenance Agency and the User confirms that notwithstanding such relationship/connection, the User shall have no doubt as to the independence or impartiality of the sole arbitrator appointed by the Company. It is understood that no other person shall have the power to appoint the arbitrator. The Courts at Kharar alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

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(Sole/First Applicant)

X.....
(Second Applicant)

IN WITNESS WHEREOF the parties have set their hands to this Agreement at the place and on the day, month and year first above written.

In the presence of
behalf of

For and on

WITNESSES

M/s _____

1. Signature _____

Name _____ (AUTHORISED SIGNATORY)

Address _____

2. Signature _____

For and on behalf of

M/s _____ LTD. DD

Name _____ (AUTHORISED SIGNATORY)

Address _____

Mr./Mrs./M/s _____

[User(s)]

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

ANNEXURE – I (of Annexure VII)

SCHEDULE OF TARIFF (as applicable presently)

1. ENERGY CHARGES:

a) For billing purpose during the Financial Year
(On Prevalent PSPCL Charges to its direct users)

Current Rate/Unit Rate : Rs. _____

Elect. Duty : Rs.

2. INTEREST-FREE SECURITY DEPOSITS:

a) Service Connection Deposit : Rs. _____

(Non-refundable)

b) Advance Consumption Deposit : Rs. _____ per KV

(Refundable)

c) Meter Security Deposit : Rs. _____

3. **MINIMUM DEMAND CHARGES** : Rs. _____ per KV _____
of Contract Demand

4. MISCELLANEOUS:

a) Meter Installation Charges : Rs. _____ per meter

b) Meter Testing Charges : Rs. _____ per meter

c) Re-connection/Disconnection Charges : Rs. _____ per meter

d) Periodic Inspection Charges : Rs. _____ per meter

e) Meter Hire Charges per month : Rs. _____ per meter

Note:

? This Schedule of Tariff shall correspond to the Schedule of Tariff of PSPCL prevailing on the date of execution of this Application. Any amendment, addition, alteration or modification in the Schedule of Tariff of PSPCL shall be deemed to be automatically incorporated in this Schedule of Tariff without any notice and shall be binding on the User.

? Cost of the meter shall be recovered from the User in full if it is damaged due to excess power consumption by the User, over and above the sanctioned load.

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(Sole/First Applicant)

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(Second Applicant)

ANNEXURE-II (of Annexure VII)

APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

NO.

DATE:

CONNECTION NO.:

To

The Manager,

_____,
_____, Punjab.

The Allottee agrees to take from _____, (hereinafter called “_____”) at the Said Independent Floor stated below, supply of Electrical Energy not exceeding the connected load/contract demand of the Allottee's installation as below. The Allottee hereby further agrees to pay for the said supply in accordance with the rates and charges laid down in the Schedule of tariff, prescribed by PSPCL from time to time. The Allottee assures that the Allottee shall when required by PSPCL to do so, lodge with its office a security deposit and charges as mentioned in Schedule of tariff.

The Allottee hereby declares that the Terms and Conditions of supply of Electrical Energy including Schedule of tariff as stated in this Application, have been signed and understood by the Allottee and the Allottee agrees to be bound by them strictly in accordance with these Terms and Conditions, which form an integral part of this Application.

Schedule of Energy Electrical Load

Type of Load	Quantity	Wattage Each	Total Watts
Light Points			
Fan Points			
Light Plug Points			
Power Plug Point			
Air Conditioners			
Room Coolers			
Water Heaters			
Heating Equipments			
Motors			
Refrigeration			
Others			

Total connected load not to exceed ____ KVA

Contract Demand Load – Not to exceed ____ KVA

Supply required single phase

.....
Signature of Applicant
(Name and Address)

For Use of _____ Contract of supply is _____ KW subject to the Terms and Conditions and schedule of Tariff accepted on behalf of _____.

AUTHORISED SIGNATORY

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

X.....
(Second Applicant)

TERMS AND CONDITIONS OF SUPPLY OF ELECTRICAL ENERGY

_____ shall, after receiving permission for bulk supply of electrical energy from the PSPCL or any other licensing and/or Regulatory Authority, and also having standby captive generator sets along with the operational and maintenance responsibility of the electrical system, agrees to supply/distribute the electrical energy to Mr./Mrs./Ms. _____ (hereinafter referred to as "User") based on the following terms and conditions;

1. Definitions:

- (a) "Act" means the Indian Electricity Act, 1910 as amended from time to time.
- (b) "User" means Mr./Mrs./Ms. _____
- (c) "_____" means the _____, being the distributing agency and its nominees, assignees, administrators, successors, etc.
- (d) "Connected Load" means the sum of the rated capacities of all the energy consuming apparatus in the User's installation.
- (e) "Contract Demand" means the maximum demand load projected by the User at the time of Application.
- (f) "Electrical Energy Charges" shall mean charges for energy consumed by the User whether supplied by _____ from PSPCL source or through standby DG Set(s) etc. and is applicable to the units consumed by the User in any month.
- (g) "Month" shall mean a Calendar month.
- (h) "Supply Act" shall mean The Electricity (Supply) Act 1948, as amended from time to time.
- (i) "Said Independent Floor" shall be the independent floor allotted to the Allottee alongwith exclusive right to use the Parking Space.
- (j) "Rules" shall mean the Indian Electricity Rules, 1956 as amended from time to time.

2. Acceptance of Application:

- (a) After the application is accepted by Maintenance Agency, the User shall pay a security deposit as may be demanded by Maintenance Agency which may correspond to the deposit paid/payable to PSPCL by the Maintenance Agency. The User also undertakes to make deposit towards hire of the electricity meter to be provided by Maintenance Agency.
- (b) As Maintenance Agency shall, on behalf of the occupants of the Said Project, including the User, apply for permission to distribute the electrical energy to the Said Independent Floor/Said Plot/Said Building/Said Project. The User in pursuance to the requirements of PSPCL and that of this Application, undertakes not to apply to PSPCL directly for supply of any electrical energy to the Said Independent Floor.

3. Point of Supply:

Maintenance Agency shall give the supply of energy to the User at one point as Maintenance Agency may decide and the switch board and meters etc. on the Said Independent Floor for the reception of Maintenance Agency's supply shall be erected by Maintenance Agency. The User undertakes to pay on demand to Maintenance Agency, installation charges, testing charges, meter charges, as set out in the schedule of tariff annexed to this Agreement. All the installations of Maintenance Agency shall be maintained in good condition by the User.

4. Approval of User's installation:

Before any wiring apparatus is connected to Maintenance Agency supply lines, it shall be subjected to the inspection and approval by Maintenance Agency's representative and no connection shall be made from Maintenance Agency's supply line by any person other than authorized representative of Maintenance Agency.

5. Wiring Conditions:

- (a) The wiring and apparatus comprising the User's installation must always be in good order and condition, so as not to

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

affect injuriously the Maintenance Agency work or the use of electrical energy by other users.

- (b) The wiring shall conform to the provisions of the Rules and the relevant ISI code and the requirement of the particular Fire Insurance Company with which the Said Project or Said Independent Floor may be insured and with such wiring regulations of Maintenance Agency as may be in force from time to time.
- (c) The User must in all cases provide linked, quick break main switches, and a main fuse on each pole other than the earthed neutral which must be placed within three feet of Maintenance Agency's meter or in such other position as shall be approved by Maintenance Agency.
- (d) No addition/alteration in the Electric Installation Work, no addition of load other than contracted upto, shall be carried out by the User without the knowledge of Maintenance Agency. The User cannot connect or sub-let the load, or permit connection from its sanctioned supply to any other independent floor.

6. Extension to the User's Installation:

In the event of any unauthorized extension to the installation or of any unauthorized increase in contracted demand or sub-letting by the User, Maintenance Agency shall be entitled do disconnect the supply to the Said Independent Floor and in the event of any damage to Maintenance Agency's system resulting from such unauthorized extensions, the User shall pay to Maintenance Agency all expenses on account of and connected with such damage as determined by Maintenance Agency.

7. Defects in the User's Installation:

In the event of any defects being discovered in the User's wiring or apparatus connected to Maintenance Agency's supply lines or of any earth or leakage occurring on any section of the circuits so connected, the User in the absence of any of Maintenance Agency's authorized employees, shall immediately disconnect such part of the wiring or apparatus from the circuit and notify the Maintenance Agency. Maintenance Agency shall reserve the right to disconnect at any time such sections from its supply systems.

8. Meters:

- (a) A correct meter shall be installed, sealed, maintained by the Maintenance Agency at each point of supply at the Said Independent Floor of the User and shall remain the property of Maintenance Agency so long as the Contract of supply subsists. Maintenance Agency reserves to itself the right to fix the position of the said meter.
- (b) The said meter, shall not be connected, disconnected or unsealed by any person other than Maintenance Agency's authorized employees. The User shall ensure that meter seal is not broken or tampered with.
- (c) The authorized employee of Maintenance Agency shall be allowed by the User have access to and be at liberty to read, inspect, test and if considered necessary remove the meter for testing etc.
- (d) If the User requires the said meter to be removed, he/she shall give notice to that effect in writing to Maintenance Agency, which may comply with such notice subject to the User paying prescribed charges in advance.
- (e) Should the User dispute the accuracy of the said meter, it may upon giving notice in writing to Maintenance Agency and paying in advance a prescribed fee, cause a test of the meter to be made by Maintenance Agency and if on such test being made the meter should prove to be not correct, Maintenance Agency may adjust the User's account with retrospective effect for a period of not exceeding ____ months immediately preceding the date of such test or the date of removal of such a meter for purpose of test as may be considered appropriate by Maintenance Agency in its sole discretion. Should the meter prove to be correct, the amount paid by the User for the test will stand forfeited.

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

X.....
(Second Applicant)

- (f) In case Maintenance Agency, at any time, detects the meter at the Said Independent Floor to be incorrect, Maintenance Agency shall cause a test of the said meter carried out, and in case the meter proves to be not correct, the User's account will be adjusted, as described above in sub-clause (e) above.
- (g) Subject to the provision of sub-clause (e) and (f) above, the supply consumed by the User as indicated by the meter shall be binding on the User.
- (h) If Maintenance Agency at any time detect the meter at a User's Apartment to be in-operative (or the User so informs Maintenance Agency), it shall be replaced with a correct meter. The electricity supplied to the User during the period in which the said meter had ceased to function shall be determined by taking average consumption for the last three months preceding the period in which the meter had ceased to function, or the average of the corresponding months of the preceding year, whichever is higher.

Provided that if the meter ceased to function within the first three months of commencement or resumption of supply, the averages of the electricity supplied during the three months subsequent to the replacement of the defective meter by a correct meter shall be taken as the basis of billing.

9. Liability of the User for damage to Maintenance Agency's Apparatus:

The User shall be solely responsible, as determined by Maintenance Agency, for any loss or damage, to any supply lines, main fuses, meters and/or other apparatus belonging to Maintenance Agency on the Said Independent Floor, whether caused maliciously or through culpable negligence or default on the part of the User.

10. Prejudicial Use of Supply:

- (a) The User shall not keep connected to Maintenance Agency supply, any apparatus which Maintenance Agency may deem to be likely to interfere with or affecting injuriously Maintenance Agency's supply to other users.
- (b) The User shall not keep unbalanced loading on the three phases of the supply taken from Maintenance Agency, the maximum permissible difference in current between any two phases being five percent.
- (c) The User shall not make such use of the supply given by Maintenance Agency as to interfere with the safety or efficient working of Maintenance Agency's supply lines or other works, or to act prejudicially to Maintenance Agency in any manner whatsoever.

11. Discontinuance of Supply:

- (a) Maintenance Agency reserves the right to discontinue supply to the User by giving seven (7) days notice in writing if the User defaults in making payment of the bill on due date or there are reasons to believe that the User is contravening any of the provisions of the Act or of these conditions of supply or is committing a breach of this Agreement.
- (b) Theft of Energy: In case any representative of Maintenance Agency detects any theft/pilferage of electrical energy on the Said Independent Floor, its connection is liable to be disconnected immediately without any notice.
- (c) Maintenance Agency is providing the User various maintenance services, inter alia street lights, lifts, water supply, generator sets etc. which require and depend on electricity for its operation and maintenance. Moreover, the electric

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

X.....
(Second Applicant)

connection provided in the Said Independent Floor is possible and maintained when the electrical installation/system are maintained well by Maintenance Agency. For maintenance services Maintenance Agency raises separate charges every month in addition to electricity consumption charges in the Said Independent Floor and both form a part of total maintenance services bill. Failure to pay amount of such maintenance services bill within seven days of the notice after the due date as notified in the bill will entitle Maintenance Agency to disconnect the electricity supply to the Said Independent Floor under this Agreement.

12. Failure of Supply:

Maintenance Agency shall not be liable for any claims for loss, damage or compensation, whatsoever, arising out of failure or shortage in supply due to, either directly or indirectly, war, mutiny, civil commotion, riot, strike, lock-out, fire, flood, tempest, lightening earthquake or other force majeure conditions or occurrence beyond the control of Maintenance Agency or inadequate or low quality of supply from PSPCL to Maintenance Agency.

13. Security Deposit:

Before commencement of supply of electrical energy to the Said Independent Floor, the User shall be liable to pay to Maintenance Agency, interest-free Security Deposit, Meter Hire Charges and other charges as set out in the schedule of tariff attached as Annexure-__ to this Agreement.

The User agrees to pay/reimburse to Maintenance Agency further deposits as may be demanded by PSPCL from Maintenance Agency under the Bulk Supply Scheme applicable to the Said Project.

The User agrees that he/she shall pay on demand such security deposits as may be demanded by Maintenance Agency, if the User habitually defaults in the payment of his/her bills.

14. Bills:

Maintenance Agency shall render bills to the User on monthly basis, which shall be payable on or before the due date as mentioned in the bill.

If the bill is not paid in full on the due date and seven days thereafter the User shall, thereafter, render himself/herself to have the electric supply to the Said Independent Floor disconnected by Maintenance Agency, without prejudice to the right of Maintenance Agency to recover the amount of the bill as arrears. After full payment, the objection, if any, with regard to the accuracy of the bill shall be made in writing to Maintenance Agency and the amount of such bill paid under protest within the aforesaid period will be regarded as advance to the credit of the User's account until such time the objection is settled through arbitration process. Should the Said Independent Floor be so disconnected of supply, the connection shall not be restored by Maintenance Agency, until full settlement shall have been made by the User of all outstanding dues including interest for delay, Security Deposit, (if same was earlier adjusted) & the charges for reconnection of supply as may be prescribed.

15. Right of Maintenance Agency to nominate/assign/entrust the Work of Supply of Electrical Energy:

The User agrees that the User shall not object if Maintenance Agency at any time, in its sole discretion hands over/nominates/assigns/entrusts work of supply of electrical energy to such nominee/assignee, other body corporate, agency, Association/Society of independent floor owners etc. as it may in its sole discretion deem fit, and in the event this Agreement shall continue to be valid and enforceable between the nominee/assignee, other body corporate, agency, society of occupants etc. and the User.

16. Interpretation:

The conditions of supply shall be subject to this Agreement, Maintenance Agreement, the Act and the Supply Act. However, nothing in these terms and conditions shall abridge or prejudice the rights of the parties as may be available under any law in force in India.

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

X.....
(Second Applicant)

17. Schedule of Tariff & Charges and Rights of Maintenance Agency to Revise the Schedule of Tariff and Charges:

The Schedule of Tariff and Charges for supply of electrical energy is enclosed as Annexure-____. Maintenance Agency reserves the right to amend, cancel or add to, at any time, to any of these Schedule & Conditions of Tariff based on revision of tariff and condition of supply between PSPCL & Maintenance Agency.

18. Access to Said Independent Floor:

The User shall not assign, transfer in whole or in part, with the benefit of this Agreement nor shall the User in any manner part with or create any partial interest thereunder or sublet the same.

19. Service of Notice:

- (a) Any notice by Maintenance Agency to the User shall be deemed to be duly given, served in writing addressed to the User delivered by hand at, or sent by registered post to the address specified in this Agreement or as subsequently notified to Maintenance Agency.
- (b) Any notice by the User to Maintenance Agency shall be deemed to be duly given if served in writing addressed to Maintenance Agency and delivered by hand at or sent by registered post to the registered office of Maintenance Agency.

20. Disputes:

Excepting the cases of theft/pilferage of electric energy or interference with Meter etc., which are inter alia offences in the event of any differences or disputes arising between Maintenance Agency and the User in respect of any matter connected with the supply or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an Agreement between Maintenance Agency and the User, the matter shall be referred to arbitration of sole arbitrator to be appointed by the Maintenance Agency. Reference to arbitration shall be without prejudice to the right of Maintenance Agency to effect recovery of the arrears of dues (thorough disconnection of electricity supply or otherwise). The decision of arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at an appropriate location to be decided by the arbitrator alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 and statutory modifications thereto. The Courts at Kharar alone and/or the Punjab and Haryana High Court alone shall have the jurisdiction for all matters or dispute arising out or touching and/or covering this transaction.

For and on behalf of

_____ Mr./Mrs./M/s.....

(Authorised Signatory)

.....
(User)

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

X.....
(Second Applicant)

APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION

(To be filled up by the Allottee)

From:

.....
.....
.....

To,

The Secretary

Punjab.

Sir,

I have entered into an Agreement with DLF India Limited to purchase an independent floor no. ____ on ____ floor in the Said Building/Said Plot in Hyde Park Terraces at Hyde Park Estate in New Chandigarh.

Kindly enroll me as a member of (Insert name of Association) for which I herewith remit a sum of Rs. _____ towards entrance fee of the Said Association.

Also kindly let me know the annual subscription fee to be paid and a copy of the by-laws of the Said Association maybe supplied to me.

Kindly keep me informed of the activities of the Said Association from time to time.

Thanking you,

Yours faithfully

() x

Member

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

X.....
(Second Applicant)

UNDERTAKING

I _____ S/W/D/o Sh. _____ R/o _____
 _____ have been allotted independent floor no. _____ on _____ floor in Hyde Park Terraces at Hyde Park Estate in New Chandigarh. I am aware that M/s _____ (Maintenance Agency) is entrusted with the task of providing maintenance services to the entire complex including the supply of electricity to all the apartment owners for which purpose the Maintenance Agency shall be applying for permission to receive bulk electric supply and distribute it to the various apartment owners. The Maintenance Agency has informed me that they shall be responsible for receiving and supplying the electricity supply in the complex, for sanctioning electricity load, for installation of meters, billing and recovery etc. I am agreeable to receive the electricity supply from the Maintenance Agency and I undertake that I shall not apply to PSPCL or any other distributing/Regulating/Licensing Agency/Authority for direct individual supply of electric power and I understand that I shall not be entitled for such direct connection in view of the release of bulk electric supply to the Said Project.

X _____

(Allottee)

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

Computation of Escalation Charges is illustrated by way of an example hereunder:

Total Price say, Rs.100/-

Construction Cost (50% of the Total Price): Rs.50

Table A : Opening and Closing RBI Indexes

S.No.	Items	Weightages in Construction Cost	Assumed Opening RBI Indexes (_____, 2012)	Assumed Closing RBI Indexes (after expiry of 30 months period i.e. _____, 2015)
1.	Steel	15%	100	112
2.	Cement	10%	100	92
3.	Other building cost material	40%	100	114
4.	Fuel and power	5%	100	110
5.	Labour	30%	100	105

Table B :

Computation of Escalation Charges

Formula : Construction Cost X Weight of the Item X {(Closing Index-Opening Index)/ Opening Index}

S.No.	Items	Calculations illustration for the entire 27 month period	Escalation percentage for the 27 month period
1.	Escalation in Steel	$50 \times 15\% \times (112 - 100) / 100$	0.900
2.	Cement	$50 \times 10\% \times (92 - 100) / 100$	-0.400
3.	Other building cost material	$50 \times 40\% \times (114 - 100) / 100$	2.800
4.	Fuel and power	$50 \times 5\% \times (110 - 100) / 100$	0.250
5.	Labour	$50 \times 30\% \times (105 - 100) / 100$	0.750

-Escalation Charges, as per this illustration, shall be 4.300% of the Total Price i.e. Rs. 4.30

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

