

DLF Universal Limited

APPLICATION FOR ALLOTMENT OF A COMMERCIAL PLOT IN HYDE PARK ESTATE, NEW CHANDIGARH, (MULLANPUR LOCAL PLANNING AREA), DISTRICT SAS NAGAR, PUNJAB.

To,

DLF Universal Limited
Office: Ground Floor, DLF Center,
Parliament Street,
New Delhi - 110001

Dear Sir(s),

The Applicant(hereinafter defined)understands that the Company (hereinafter defined) is promoting the Said Project(hereinafter defined).

The Applicant states and confirms that the Company has made the Applicant aware of the availability of the Agreement (hereinafter defined) on the Website and at the Company's office at SCO 190-192, Sec 8-C, Chandigarh and Hyde Park Estate Sales Office, Near Mullanpur Crossing, Mullanpur, SAS Nagar (Mohali) Punjab. The Applicant confirms that the Applicant 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 Applicant is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement. Thereafter the Applicant is applying for allotment of a commercial plot in the Said Project and has requested the Company to allot a commercial plot. The Applicant agrees and confirms to sign the Agreement in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned hereinbelow.

The Applicant requests that the Applicant may be allotted the Said Commercial Plot (hereinafter defined) in the Said Project under the Company's:

Down Payment Plan / Installment Payment Plan

The applicant agrees and understands that in case the applicant opts for a down payment plan, the applicant shall pay the balance amount as per the schedule for the down payment plan. In the event, the applicant fails to make payment as per the down payment plan the same shall be treated as a breach of the terms and conditions of the application and the allotment shall be cancelled and the company shall forfeit the Earnest Money along with Non-Refundable Amounts.

The Applicant has read the terms and conditions appended to this Application and is agreeable to the same.

The Applicant encloses herewith a sum of Rs. _____ (Rupees) only) by bank draft/cheque no. _____ dated _____ drawn in favour of the "DLF Universal Ltd, Collection Account", payable at Chandigarh towards booking amount which is part of the Total Price(hereinafter defined).

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(Sole/First Applicant) (Second Applicant) (Third Applicant)

The Applicant agrees that if the Company allots the Said Commercial Plot in the Said Project, then the Applicant agrees to pay the Total Price and all other amounts, Taxes (hereinafter defined), charges and dues as per the payment plan attached herewith as **Annexure-II**, opted by the Applicant and/or as and when demanded by the Company or in accordance with the terms of this Application/Agreement.

The Applicant has clearly understood that by submitting this Application the Applicant does not become entitled to the final allotment of the Said Commercial Plot in the Said Project, notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this Application. The Applicant further understands that it is only after the issuance of the allotment letter, that the allotment will get confirmed and after the Applicant signing and executing the Agreement and agreeing to abide by the terms and conditions laid down therein, that the allotment of the Said Commercial Plot shall become final. The Applicant agrees, consents and authorizes the Company to cancel the allotment if the Applicant fails to execute and return the Agreement within thirty (30) days from the date of its dispatch by the Company and on such cancellation the Applicant consents and authorizes the Company to forfeit the Earnest Money (hereinafter defined) alongwith the Non Refundable Amounts (hereinafter defined).

The Applicant is aware that the layout plan (attached as Annexure-I) of the Said Project has been approved vide letter no. 7048 CTP(PB) MPM -133 dated 23 Dec 2013 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 126 CTP(PB) MPM 133 dated 6th January 2014. The control drawings for Booths have been approved vide Memo no. GMADA-CR/2014/07 dated 10th January 2014 and for SCOs vide Memo no. GMADA- CR/2014/25 dated 24th January 2014. 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 30th May 2012. The approvals for Environment clearance from the State Level Environment Impact Assessment Authority, Punjab and the NOC from Punjab Pollution Control Board are under process and still awaited. Other necessary approvals/sanctions being the agreement with the Government through Secretary, Change of Land Use and exemption under Punjab Apartment and Property Regulation Act (PAPRA) for the Said Project have been duly obtained by the Company

The Applicant understands that if for any reasons the Company is not in a position to finally allot the Said Commercial Plot within a period of one year from the date of this Application, the Company shall refund the entire amount paid by the Applicant alongwith simple interest @6%(six percent) per annum calculated from the date of realization of such amounts by the Company. The Company shall refund the entire amount received and interest as stated above with the specific understanding and condition that after such cancellation and dispatch by the Company of such amounts, the Applicant shall, thereafter, have no right, interest, claim and lien of any nature whatsoever on the Said Commercial Plot and in the Said Project. The Application/Agreement shall then be treated as null and void and the Applicant has fully understood the same and thereafter agrees and authorizes the Company to refund the amount.

The Applicant acknowledges that the Applicant has obtained from the Company all the information including the details given in the annexures and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same. The Applicant has relied on his own judgment, due diligence and investigation in deciding to apply for the allotment of the Said Commercial Plot and has not relied upon and/or is not influenced by any architect's plans, sales plans, sales brochures, 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 Commercial Plot. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.

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(Sole/First Applicant) (Second Applicant) (Third Applicant)

The Applicant has seen, inspected and accepted the ownership details, approvals and the layout plan. The Applicant has agreed to abide by the terms and conditions specified in the approval documents and has applied for allotment of the Said Commercial Plot with the specific knowledge that the layout plans, dimensions, measurements and location of the Said Commercial Plot and all other terms, directions and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of Company or as directed by the competent authority. The alteration may, inter-alia involve all or any of the following changes including change in the layout plan, position, number, boundaries, dimension, area of the Said Commercial Plot at the sole discretion of the Company and/or subject to changes by the competent authority. Any changes/ modifications/ amendments as may be made by the competent authority in the layout plan for the Said Project in future, shall automatically supersede the layout plan annexed herewith.

Notwithstanding anything contained herein in this Application, the Applicant understands that the Application will be considered only on realization of the amount tendered with this Application.

The Applicant hereby agrees to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, Government charges, rates, Taxes, levies etc. and forfeiture of Earnest Money and all Non Refundable Amounts as laid down herein and/or in the Agreement.

The Applicant has read and understood all the terms and conditions of allotment and understood his rights and obligations and agrees that some of the conditions set out in this Application, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Project and it is because of this reason that the Applicant has approached the Company for allotment of the Said Commercial Plot in the Said Project. The Applicant also confirms that the Applicant has chosen to apply for allotment of the Said Commercial Plot after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market and the Applicant finds that the Said Commercial Plot/Said Project to be suitable for the Applicant's shop-cum-office and therefore has voluntarily approached the Company for allotment of the Said Commercial Plot in the Said Project.

The particulars of the Applicant are given below for reference and record:

Please affix your photograph here

I (I) SOLE OR FIRST APPLICANT

Title Mr./Mrs./Ms. _____

Name _____

S/W/D of _____

Nationality _____

Age _____ years

Profession _____

Please affix
your
photograph
here

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

Income Tax Permanent Account No. _____

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(Sole/First Applicant)

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(Second Applicant)

X.....
(Third Applicant)

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

Mailing Address _____

Permanent Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No.: _____ Mobile: _____

E-Mail ID: _____

(ii) SECOND APPLICANT

Title Mr./Mrs./Ms. _____

Name _____

S/W/D of _____

Nationality _____ Age _____ years

Profession _____

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

Income Tax Permanent Account No. _____

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

Mailing Address _____

Permanent Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No.: _____ Mobile: _____

E-Mail ID: _____

OR

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

Please affix
your
photograph
here

**M/s. _____ a partnership firm duly registered under the Indian Partnership Act 1932, having its office at _____ through its duly authorised partner Shri/ Smt. _____ PAN no.: _____

OR

** _____ a Company registered under the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at _____ through its duly authorised signatory Shri/Smt. _____ through its authorised by Board resolution dated _____ PANNo.: _____

(*#Delete whichever is not applicable)

2. DETAILS OF SAID COMMERCIAL PLOT

Nature of Business: _____
Plot Area: _____ sq. mtr.
Commercial Plot Number: _____

3. DETAILS OF PRICING

Basic sale price of the Said Commercial Plot @ Rs. _____ /per sq. mtr. aggregating to Rs. _____ /- (Rupees _____ only)
EDC: Rs. _____ per sq. mtr
PLC: Rs. _____ per sq. mtr.
Total Price of the Said Commercial Plot: Rs. _____ /- (Rupees _____ only)

IDC: as applicable
IBMS: Rs. 598/-per.sq.mtr.

4. DECLARATION:

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

Date _____ Yours faithfully,
Place _____
Signature of First Applicant
Signature of Second Applicant

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

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name : _____
Signature : _____
Date : _____

1. ACCEPTED /REJECTED

2. DETAILS OF SAID COMMERCIAL PLOT

Nature of Business: _____
Plot Area: _____ sq. mtr.
Commercial Plot Number: _____

3. DETAILS OF PRICING

Basic sale price of the Said Commercial Plot @ Rs. _____ /per sq. mtr. aggregating to Rs. _____ /-(Rupees _____ only)
EDC: Rs. _____ per sq. mtr
PLC: Rs. _____ per sq. mtr.
Total Price of the Said Commercial Plot: Rs. _____ /-(Rupees _____ only)

IDC: as applicable

IBMS : Rs. 598/-per.sq.mtr.

4. PAYMENT PLAN: Down Payment / Installment Payment Plan

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

6. Booking receipt no. _____ dated _____

7. Booking: Direct/Thorough Sales Organiser (Broker)

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

1. Check-list for Receiving Officer:

(a) Booking amount

(b) Customer's signature on all pages of the application form at places marked as "X".

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

- (c) PAN No. & Copy of PAN Card / Form 60 / Form 49 A.
- (d) For companies: Certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under common seal of the company.
- (e) For Foreign Nationals of Indian origin: Foreign inward remittance from the account of the Applicant/NRE/FCNR A/c of the Applicant / IPI-7/ passport photocopy.
- (f) For NRIs: Copy of passport / Foreign inward remittance from the account of the Applicant/NRE /NRO A/c of the Applicant.
- (g) For Partnership Firm: Partnership deed and authorization to purchase and firm registration certificate.
- (h) For HUF cases: Written authorization from all members of the HUF authorizing the Karta to sign the application form. Pan Card/ Bank Statement of the HUF.
- (i) Address Proof: Passport copy, driving licence, electricity bill, telephone bill, voter ID, etc.
Date _____
Place _____
Cleared by stock on _____

SALES HEAD

SIGNATURE

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

X.....
(Second Applicant)

X.....
(Third Applicant)

TERMS AND CONDITIONS FOR ALLOTMENT OF A COMMERCIAL PLOT, IN HYDE PARK ESTATE, NEW CHANDIGARH, (MULLANPUR LOCAL PLANNING AREA), DISTRICT SAS NAGAR, PUNJAB.

The terms and conditions given below are more comprehensively set out in the Agreement which upon execution shall supersede the terms and conditions set out in the Application. The Applicant has signed all the pages of the terms and conditions of allotment in token of the Applicant's acceptance of the same.

Definitions and Interpretation:

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

“**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 Commercial Plot being additionally preferentially located calculated on per sq meter basis of the Plot area of the Said Commercial Plot.

“**Agreement**” shall mean the Commercial Plot Buyer's Agreement to be executed by the Applicant and the Company.

“**Applicant**” shall mean the person(s) applying for the allotment of the Said Commercial Plot, whose particulars are set out in this Application and who has/have appended his/their signatures in acknowledgement of having agreed to the terms and conditions of this Application.

“**Application**” shall mean this application form including all annexures, schedules for allotment of Said Commercial Plot in the Said Project on the terms and conditions contained herein.

“**Company**” shall mean **DLF Universal Limited**, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City, Phase -1, Gurgaon-122002 and includes its affiliates, subsidiary (ies), associate (s) and holding company.

“**Earnest Money**” means booking amount paid by the Applicant along with the Application.

“**External Development Charges (EDC)**” means the charges levied or leviable on the Said Project (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.

“**Force Majeure**” means 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 obligations under this Application, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemic, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- (c) strikes or lock outs, industrial dispute;

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(Sole/First Applicant)

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(Second Applicant)

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(Third Applicant)

- (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;
- (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 Commercial Plot/Said Project or; if any matters, issues relating to such 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 is situated;

"Interest Bearing Maintenance Security (IBMS)" means the interest bearing maintenance security to be paid by the Applicant for the maintenance and upkeep of the Said Project, to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 598/- per sq. mtr. of the Plot area of the Said Commercial Plot. 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 leivable, 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.

"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 Project, which may be the Company or association of commercial plot owners or such other appointed agency/body/ company to whom the Company may handover the maintenance of the Said Project.

"Maintenance Charges" shall have the meaning ascribed to it in the draft maintenance agreement for maintaining the Common Areas and facilities in the Said Project which shall be more elaborately described in the draft maintenance agreement attached to the Agreement.

"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, etc.

"Preferential Location Charges (PLC)" shall mean the charges for the preferential location of the Said Commercial Plot, payable as applicable, to be calculated on per sq. mtr basis of the Plot area of the Said Commercial Plot.

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(Second Applicant)

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(Third Applicant)

“Said Commercial Plot” means the specific commercial plot in the Said Project earmarked in the site plan and further described clause 1.1 applied for by the Applicant, details of which have been set out in the Application and includes any alternative commercial plot that may be allotted by the Company in lieu of the Said Commercial Plot.

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

“Taxes” shall mean any and all taxes and cesses by whatever name called payable by the Company to the Government or any other Statutory Authority and/or designated agency on Governments behalf.

Taxes shall include but not limited to Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, Labour Cess, Education Cess or any other tax and cess by what ever name called as may be applicable, levied charged or to be levied or charged.

Taxes shall include any tax and cess reimbursed by the Company to its Contractors and/or Vendors (reimbursed statutory cost) by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, Labour Cess, and Education Cess or any other taxes by whatever name called in connection with the construction of the said Complex now or in future and/or any increase thereof. The Allottee agrees and undertakes to pay the same as and when demanded by the Company.

“Total Price” means any and all kinds of amounts amongst others, payable for the Said Commercial Plot which includes basic sale price and PLC (if the Said Commercial Plot is preferentially located). Additional PLC, prorata share of EDC as levied by the Government of Punjab, calculated on per sq. mtr, basis of the plot area of the Said Commercial Plot 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 Commercial Plot.
- iii) Maintenance charges, IDC/=, any increase in EDC/IDC, property tax, municipal tax on the Said Commercial Plot.
- iv) Stamp duty, registration and incidental charges as well as expenses with regard to the Agreement and conveyance deed etc.
- v) Taxes
- vi) Cost for providing power back up including that of equipments, DG set, cabling, installation etc.
- vii) All deposits and charges paid/payable by the Company to Punjab State Power Corporation Ltd. (PSPCL) or any other body.
- viii) Proportionate share towards the cost incurred by the Company for construction/ installation of sub-station/ power house/transformers/ equipments, etc.

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(Second Applicant)

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(Third Applicant)

- ix) Charges / costs for providing connection from feeder pillars upto the Said Commercial Plot including any deposits and cost for meter installation.
- x) Charges/cost of providing sewer, storm water and water connection, including cost for meter installation, to the Said Commercial Plot from the main line serving the Said Commercial Plot.
- xi) Late constructing penalty, if applicable
- xii) Holding charges, if applicable
- xiii) Any other charges that may be payable by the Applicant as per the other terms of the Application and such other charges as may be demanded by the Company
- xiv) Proportionate cost of providing fiber to the Home (FTTH) Infrastructure for cabling, internet etc.

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

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

1. The Applicant has applied for allotment of the Said Commercial Plot and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development of the Said Commercial Plot/ Said Project and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Said Commercial Plot/ Said Project is being developed and has understood all limitations and/or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and can not be withdrawn.
2. The Applicant shall pay the Total Price in accordance with the payment plan opted by the Applicant and in addition the Applicant shall also be liable to pay all other amounts, charges, Taxes and any other dues mentioned in this Application and/or the Agreement. The Applicant agrees and understands that the Total Price of the Said Commercial Plot and other charges are calculated on the basis of the Plot area of the Said Commercial Plot which is tentative and subject to change at the sole discretion of the Company or as may be directed by competent authority(ies) and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application.
3. Subject to the other terms and conditions of this Application/Agreement, on and after the payment of the Total Price, Taxes, other charges and dues as per the Application/Agreement, the Applicant shall have the ownership of the plot area of the Said Commercial Plot.
4. The Applicant agrees that the Applicant shall not have any right in any residential premises, building, shops, community centers, club, school, convenient shopping centre, etc if constructed in the Said Project as the Company shall be the sole owner of the same and the same shall always vest with the Company. The Company, as the owner, shall be free to dispose off the same on such terms and conditions, as it may deem fit. The Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club, convenient shopping centre, school, etc. or in the operation and management, including but not limited to creation of further rights in favour of any other party/Company by way of sale, transfer, lease, collaboration, joint

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(Sole/First Applicant) (Second Applicant) (Third Applicant)

venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit.

5. The Applicant agrees and acknowledges that in the zoning plan, as may be approved by the competent authorities there would be restrictions including but not limited to, on the number of floors to be constructed by the Applicant on the Said Commercial Plot and other norms imposed by the competent authority (ies). The construction by the Applicant shall not exceed the number of floors and shall not violate any other norm as may be stipulated in the zoning plan. The Applicant specifically agrees that the Said Commercial Plot shall not be partitioned / sub-divided / fragmented / remodeled / additionally constructed in any manner to create more units as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the competent authority(ies). Further the Applicant specifically undertakes to strictly abide by all norms and conditions of the zoning plan / layout plan / building plan, notifications, rules, bye-laws and/or any other approvals granted by the competent authority(ies) in respect of the Said Commercial Plot, as may be applicable from time to time. It is made clear to the Applicant that it is not permissible to join the Said Commercial Plot to any adjacent plot or plot behind it and that the same if permissible is subject to the approval of the competent authority. The approval of the building plan(s), occupation certificate shall be the responsibility of the Applicant and the cost of the same shall be borne by the Applicant alone.

6. The Applicant agrees that the Applicant shall construct the shop-cum-office on the Said Commercial Plot in accordance with the design, plans (Annexure-III), and specifications provided by the Company and the Applicant shall not have any right to make changes of any nature whatsoever in the same. The Applicant further agrees that the Applicant shall not have any right to change the external facade/ exterior of the constructions on the Said Commercial Plot and would not put any sign-board/ name-plate, neon-light, publicity material or advertisement material etc. on the face/ facade of the Said Commercial Plot or common areas, except as detailed in the attached designs. The Applicant ensures the Company to abide by this condition of the Company and understands and agrees that any deviation from the design, plans and specification, as provided by the Company, may leads to cancellation of allotment and the Company may forfeit the Earnest Money and Non Refundable Amount and return the balance amount, if any, over and above the Earnest Money. After such forfeiture, the Applicant do not have any right title and interest of any nature in the Said Commercial Plot and the Company shall be free to deal with the same in any manner. Further, the Applicant agrees that the Applicant shall not store any hazardous, combustible goods in the Said Commercial Plot.

7. The Applicant confirms and represents that the Total Price and other charges and dues mentioned in this Application/Agreement do not include any payment whatsoever for any lands, buildings, club, community centre, common areas, facilities and amenities falling outside the Said Commercial Plot/Said Project, if any, owned by the Company and that the Company has not indicated/ promised/ represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right, title, interest of any kind whatsoever in any lands, buildings, club, community centre, common areas, facilities and amenities falling within/outside the Said Commercial Plot/Said Project save and except the use of common areas(for the purpose of direct exit to the nearest street only) to be identified by the Company in its sole discretion and upon such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant. The

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(Second Applicant)

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(Third Applicant)

8. Applicant understands and confirms that the Company may carry extensive developmental / construction activities in future in the entire area falling outside the Said Commercial Plot and the Applicant shall not have any right to object or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant due to such developmental /construction activities or incidental / related activities. It is agreed by the Applicant that all rights including the ownership thereof of land(s), facilities and amenities outside the Said Commercial Plot, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion.
9. The Applicant agrees and understands that the Said Commercial Plot / Said Project may be subject to the Act. The Applicant shall be required to join the society/association of the owners and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
10. The Applicant agrees and understands that in addition to the Total Price, the Applicant shall be liable to pay all Taxes, which shall be charged and paid as follows:
- a) A sum equivalent to the proportionate share of applicable Taxes shall be paid by the Applicant to the Company. The proportionate share shall be the ratio of the Said Commercial Plot in the Said Project to the total area of the Said Project.
 - b) The Company shall periodically intimate to the Applicant 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 Applicant, and the Applicant shall make payment of such amount within 30 (thirty) days of such intimation.
11. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property tax, wealth tax, taxes, 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 Commercial Plot/ Said Project or land appurtenant thereto as the case may be, as assessable or applicable from the date of the Application. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant till the Said Commercial Plot is assessed separately.
- The Applicant agrees and undertakes to abide by the condition that if due to any change in the lay-out plan of the Said Commercial Plot/ Said Project:
- a) The Said Commercial Plot ceases to be preferentially located, then only the amount of PLC, paid by the Applicant 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 Applicant.
 - b) The Said Commercial Plot becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant shall pay PLC of the Said Commercial Plot to the

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(Second Applicant)

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(Third Applicant)

Company, as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Applicant.

- c) The Said Commercial Plot becomes additionally preferentially located, the Applicant shall pay Additional PLC to the Company as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Applicant.

The Applicant understands that in case of change in the location of the Said Commercial Plot due to change in the layout plan of the Said Commercial Plot/Said Project or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.

- 12.(a) The Applicant agrees to pay EDC 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 Applicant that the amount of EDC as mentioned in the payment plan is only an estimate based on the data presently available with the Company. The Applicant agrees to make payment towards any increase in EDC 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 Applicant with regard to increase in EDC shall be final and binding on the Applicant. If the increased EDC 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 EDC is levied (including with retrospective effect) after the conveyance deed has been executed, the Applicant(s) 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 Commercial Plot 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 Commercial Plot till such unpaid charges are paid by the Applicant.

- (b) The Applicant agrees to make payment of IDC and any increase in IDC as and when 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 Applicant with regard to levy of IDC and/or increase in IDC shall be final and binding on the Applicant. If the IDC increased IDC 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 IDC is levied (including with retrospective effect) after the conveyance deed has been executed the Applicant(s) 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 Commercial Plot 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 Commercial Plot till such unpaid charges are paid by the Applicant.

- 13 In addition to the Total Price, the Applicant agrees and understands that the Applicant shall be liable to pay the following charges:

- (i) Proportionate share of cost for providing/provisioning for power back-up (including that of equipments, DG set, cabling, installation etc). Power back-up not exceeding 5 KVA per plot

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(Sole/First Applicant)

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(Second Applicant)

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(Third Applicant)

admeasuring upto 27.88 sq.mtr. and 15 KVA per plot admeasuring upto 139.41 sq.mtr. at a load factor of 70% and an overall diversity of 70% in addition to that for common areas and services.

- (ii) All amounts and charges paid/payable/provisioned by the Company to Punjab State Power Corporation Ltd. (PSPCL)) or any other body.
- (iii) Proportionate share towards the cost incurred/provisioned 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 Commercial Plot including any amounts/charges and cost for meter installation.
- (v) Proportionate cost of installation of Fibre To The Home (FTTH), if provided by the Company in the Said Project. The services carried by FTTH Infrastructure shall be provided by service providers for applicable user charges and would form part of the Maintenance agreement.

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 Applicant. The Applicant agrees that in case of failure of the Applicant to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of the Said Commercial Plot and the Company shall have the discretion to withhold the conveyance/registration of the Said Commercial Plot and/or resume the Said Commercial Plot.

14. The Applicant agrees that time shall be the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, payable by the Applicant as per the payment plan opted by the Applicant and/or as demanded by the Company from time to time and as mentioned in this Application /Agreement.

15. The Applicant agrees that the Company or its subsidiaries/affiliates, may at their sole discretion and subject to such Government approvals as may be necessary, enter into an arrangement of generating and/ or supplying power to the various projects within or outside the Said Project in which the Said Commercial Plot is located. In such an eventuality the Applicant fully concurs and confirms that the Applicant shall have no objection to such arrangement for generating and / or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Project or to the Said Commercial Plot directly and has noted the possibility of its being to the exclusion of power supply from Punjab State Power Corporation Ltd. State Electricity Boards (SEBS) / any other source. The Applicant further agrees that this arrangement could be provided by the Company or its agents directly or through the respective association of independent floor/plot owners. It is further agreed by the Applicant that the Company or its subsidiaries /affiliates 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 subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment / plant may be located anywhere in or around within or nearby the Said Project.

It is further agreed and confirmed by the Applicant that the Company or its subsidiaries/ affiliates 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 Punjab State Power Corporation Ltd./State Electricity Boards. The Applicant agrees and confirms that he shall pay the

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(Sole/First Applicant) (Second Applicant) (Third Applicant)

amount based on the tariff to the Company or its subsidiaries/affiliates 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 subsidiaries/affiliates. The Applicant confirms and understands that such power generating and/or supplying equipment may during its operation cause inconvenience to the Applicant and the Applicant shall have no objection to the same. The Applicant shall be liable to pay the consumption charges. The Applicant shall also pay the proportionate cost of equipment for procuring and supplying electricity. The Applicant 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 period of Applicant ownership of the Said Commercial Plot. This clause shall survive the conveyance of the Said Commercial Plot or any subsequent sale/ resale or conveyancing thereof.

16. The Applicant has seen and accepted the layout/location plans (Annexure-I & IA) and has applied for the allotment of the Said Commercial Plot with the specific knowledge that the layout/location plans, measurements, dimensions, location and number of the Said Commercial Plot and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast by the Company as it may deem fit and also subject to changes/modification by the competent authority.

However, in case of any major alteration/ modification resulting in more than +/- 20% change in the plot area of the Said Commercial Plot any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant will be informed in writing by the Company of such change and the difference in price of the Said Commercial Plot to be paid by him or refunded to him by the Company as the case may be. The Applicant agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant objects to such change in writing, within the permitted time and the Company alone in its discretion decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Applicant along with interest @ 6% per annum only calculated from the date of realization of respective amount(s) paid by the Applicant. The Applicant agrees that any increase or reduction in the plot area of the Said Commercial Plot shall be payable or refundable (without any interest) at the rate per sq mtr as mentioned in this Application.

17. The Company, in order to abide any of the conditions/directions of the concerned authority or in its sole discretion, may change layout/location plans, measurements, dimensions, location and number of the Said Commercial Plot and in such event, the Company may inform the Applicant about such change in layout/location plans, measurements, dimensions, location and number of the Said Commercial Plot and/or Said Project. If the Applicant conveys his desire to continue with the Company, this Application and the Agreement shall stand modified to this effect. The intimation of option shall be given to all the Applicants by way of written notice. In case, the Applicant convey(s) his non-consent for such changes, then, the allotment shall be deemed to be cancelled and the Company shall refund the entire amount received from the Applicant with interest @ 9% p.a. to be calculated from the date of its realization. The Applicant having understood this position, has assured the Company that he shall not raise any disputes or raise any claims in this regard and that his assurance and authorization to the Company in the event for refund is irrevocable.

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(Sole/First Applicant)

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(Second Applicant)

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(Third Applicant)

18. The Applicant 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 Applicant accepts and agrees that the amount paid by the Applicant 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 Applicant has no objection in case the money paid by the Applicant is used for all or any of the said purposes or as may be deemed fit by the Company.
19. The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensating whatsoever, provided the Applicant is not in breach of any of the terms of this Application/Agreement.
- The Applicant agrees and acknowledges that the Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Applicant, along with 9 % interest per annum from the date of receipt of such amount and the Applicant shall have no other claim of any nature whatsoever.
20. The Applicant 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.
- 21(a). Subject to other terms of this Application and the Agreement including but not limited to timely payment of the Total Price, stamp duty and other amounts, charges and dues by the Applicant as mentioned in the Application/Agreement, the Company shall endeavor to offer possession of the Said Commercial Plot within 24 (Twenty/Four) months from the date of this Application. Any delay by the Applicant in taking the possession of the Said Commercial Plot from the date of offer of possession, would attract holding charges @ Rs. 100/-per sq. mtr. per month of the plot area of the Said Commercial Plot for any delay of one month or any part thereof.
- (b) Subject to the terms and conditions of the Agreement, in case of any delay (except due to Force Majeure conditions) by the Company in offer of possession of the Said Commercial Plot and the Applicant not being in default/breach of the terms and conditions set out in this Application/Agreement, the Company shall pay compensation @ Rs. 100/-per sq.mtr per month of the plot area of the Said Commercial Plot or part thereof only to the first named Applicant and not to anyone else. The Applicant agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Applicant may suffer and the Applicant agrees that it shall have no other right claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Said Commercial Plot to the Applicant first named.
22. The Applicant agrees and understands that the Applicant shall complete the construction on the Said Commercial Plot and obtain certificate from the competent authority(ies) within 4 (four) years from the

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(Sole/First Applicant)

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(Second Applicant)

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(Third Applicant)

date of offer of possession by the Company. In case the Applicant fails to complete the construction on the Said Commercial Plot within the stipulated period, the Company shall be entitled to proceed against the Applicant according to the terms and conditions of the Agreement and seek all such remedies against the Applicant in terms of the Agreement and according to law. The Company may, at its sole discretion extend the period for the aforesaid construction upon the Applicant making payment of late construction charges @ Rs.100/- per sq. mtr per month for the first delay of one year. Thereafter, the late construction charges may be increased, if the delay continue beyond a period of 12(twelve) months. These charges are distinct and separate from the holding charges, payable by the Applicant.

23. The Applicant agrees to enter into a Maintenance Agreement with the Maintenance Agency for the maintenance and upkeep of the Said Project and undertakes to pay the maintenance bills/ charges thereof. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant agrees to deposit IBMS, as per the schedule of payment and to always keep deposited the same with the Company or the Maintenance Agency.

24. The Applicant agrees to pay as and when demanded by the Company, stamp duty, registration charges, and all other incidental and legal expenses for execution and registration of the Agreement and conveyance deed of the Said Commercial Plot, within the stipulated period and upon receipt of the Total Price, other dues, charges and expenses as maybe payable or demanded from the Applicant in respect of the Said Commercial Plot. In case, the Applicant fails to deposit the stamp duty, registration charges, and all other incidental and legal expenses, within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and Non Refundable Amounts, etc. and refund the balance amount, if any, to the Applicant, without any interest, upon realization of money from resale /re-allotment to any other party.

25(a) The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amounts in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of failure by the Applicant to sign and return to the Company, the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Commercial Plot. The Company shall thereafter be free to resell and/or deal with the Said Commercial Plot in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts, would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Commercial Plot but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Commercial Plot for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the Applicant is less than the Earnest Money and the Non-Refundable Amounts then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

(b) Without prejudice to the Company's aforesaid rights, the Applicant agrees that the Company may at its sole discretion waive the breach by the Applicant in writing, in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18 % per annum.

26. The Applicant agrees and confirms that any rights on the Said Commercial Plot are not assignable to any third party till expiry of six months from the date of Agreement. However, after expiry of the four months,

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(Sole/First Applicant) (Second Applicant) (Third Applicant)

- the Company may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications from any Governmental Authority/agency/body and their directions as maybe in force, upon receiving a written request from the Applicant permit the Applicant to get the name of his nominee substituted, added and/or deleted in his place subject to such terms, conditions and charges as the Company may impose. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination/transfer/assignment, deletion and/or substitution.
27. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution /bank, by way of mortgage /charge/ securitization of receivables of the Said Commercial Plot subject to the Said Commercial Plot being free of any encumbrances at the time of execution of conveyance deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Commercial Plot for all its dues and other sums payable by the Applicant or in respect of the loan granted.
28. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks, for the purchase of the Said Commercial Plot, the conveyance of the Said Commercial Plot in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks from which the Applicant has opted for such loan arrangement.
29. The Applicant shall indemnify and keep the Company, its directors, agents, representatives, employees, estate and effect, etc. indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in the Application and the Agreement.
30. The Applicant agrees that in case the Applicant is a NRI or non-resident /foreign national of Indian origin / foreign national / foreign company, then all remittances, acquisition / transfer of the Said Commercial Plot, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard.
31. The Applicant agrees to inform the Company, in writing, any change in the mailing address mentioned in this Application, failing which, all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all applicants.
32. The Applicant agrees that the Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on his own.
33. The Applicant understands that the final allotment of the Said Commercial Plot is entirely at the discretion of the Company.
34. The Applicant understands that this Application is purely on tentative basis and the Company may decide not to allot any or all the commercial plots in the Said Project to anybody or altogether decide to put at

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(Sole/First Applicant)

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(Second Applicant)

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(Third Applicant)

abeyance the project itself, for which the Applicant shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant.

35. The Applicant agrees that all provisions contained herein and obligations arising hereunder in respect of the Said Commercial Plot shall equally be applicable to and enforceable against all occupiers and / or subsequent purchasers/ assignees/ nominees of the Said Commercial Plot as the said obligations go along the Said Commercial Plot for all intents and purposes.

36. The Applicant agrees that the Company shall have the right to transfer ownership of the Said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.

37. The Applicant agrees and understand that terms and conditions of the Application and those of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law and/or Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Applicant.

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

38. 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 Kharaar alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

Date:

Place:

SIGNATURE OF THE FIRST APPLICANT

SIGNATURE OF THE SECOND APPLICANT

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(Sole/First Applicant)

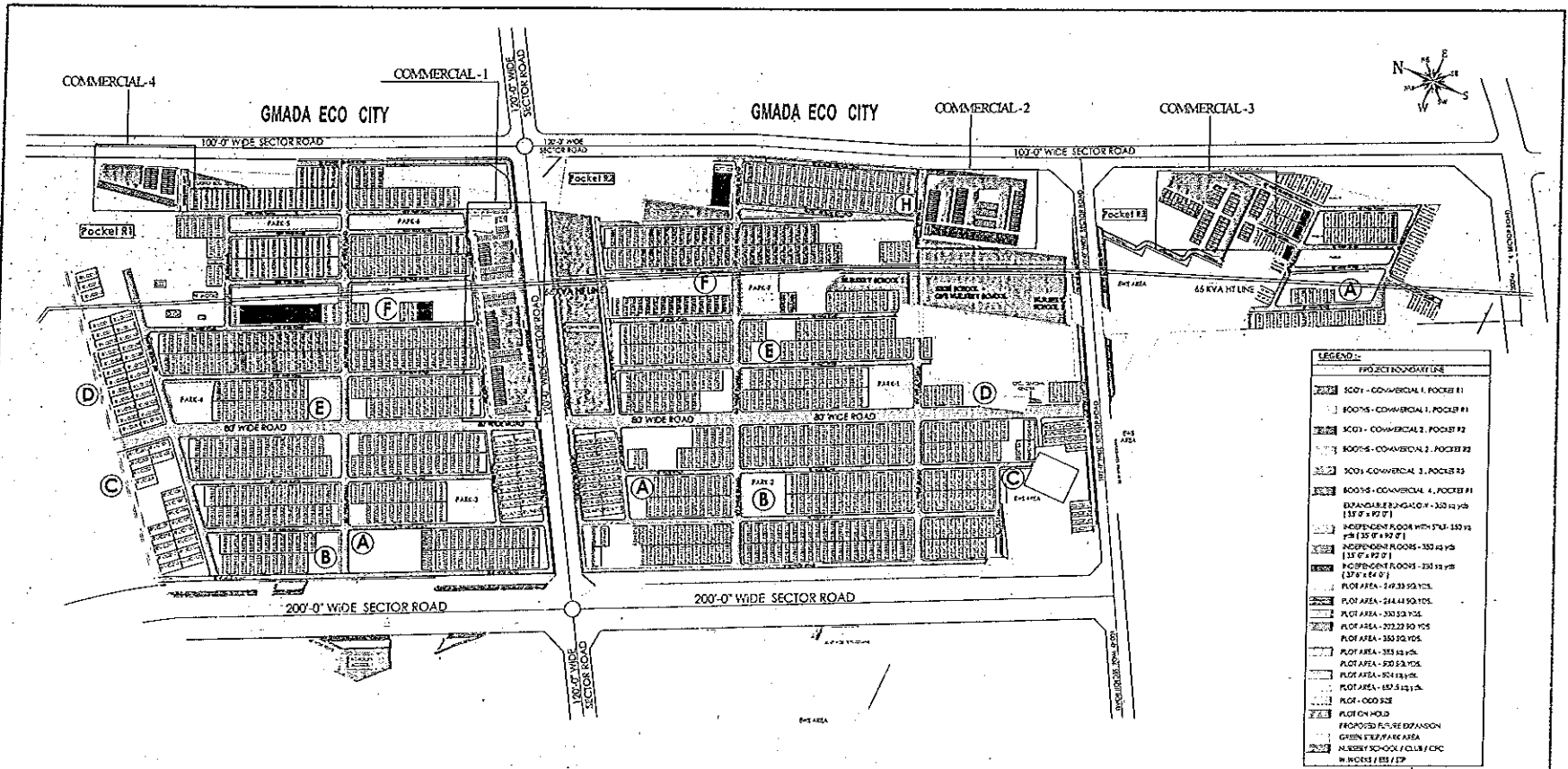
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**APPROVED LAYOUT PLAN OF DLF HYDE PARK ESTATE,
NEW CHANDIGARH (MULLANPUR LOCAL PLANNING AREA),
DISTT. SAS NAGAR, PUNJAB**

Details of Approved Layout Plan

- | | |
|---|---|
| 1. No. and date of the approved layout plan of plotted colony | : Memo no. 7048CTP(PB)/MPM-133 Dated 23.12. 2013 |
| 2. Type of colony and its areas | : Residential Colony- 224.98 acres |
| 3. Name of the colonizer to whom license has been granted | : DLF Universal Ltd. |
| 4. Total no. of plots as per approved layout plan | : RESIDENTIAL PLOTS - 1106 |
| 5. Provison of Community Sites | : 1 High school, 3 Nursery schools,
1 Community center , 1 Dispensary
1 CFC/ Suvidha Kendra, 1 Religious Building, 4 Commercial pockets |
| 6. Name of the Colony | : DLF HYDE PARK ESTATE |

Note : Approved layout plan is available on PUDA website (<http://puda.nic.in>) and also can be checked at the DLF Sales office, DLF UNIVERSAL LTD., SCO 190-91-92, SECTOR - 8C, Chandigarh-160009

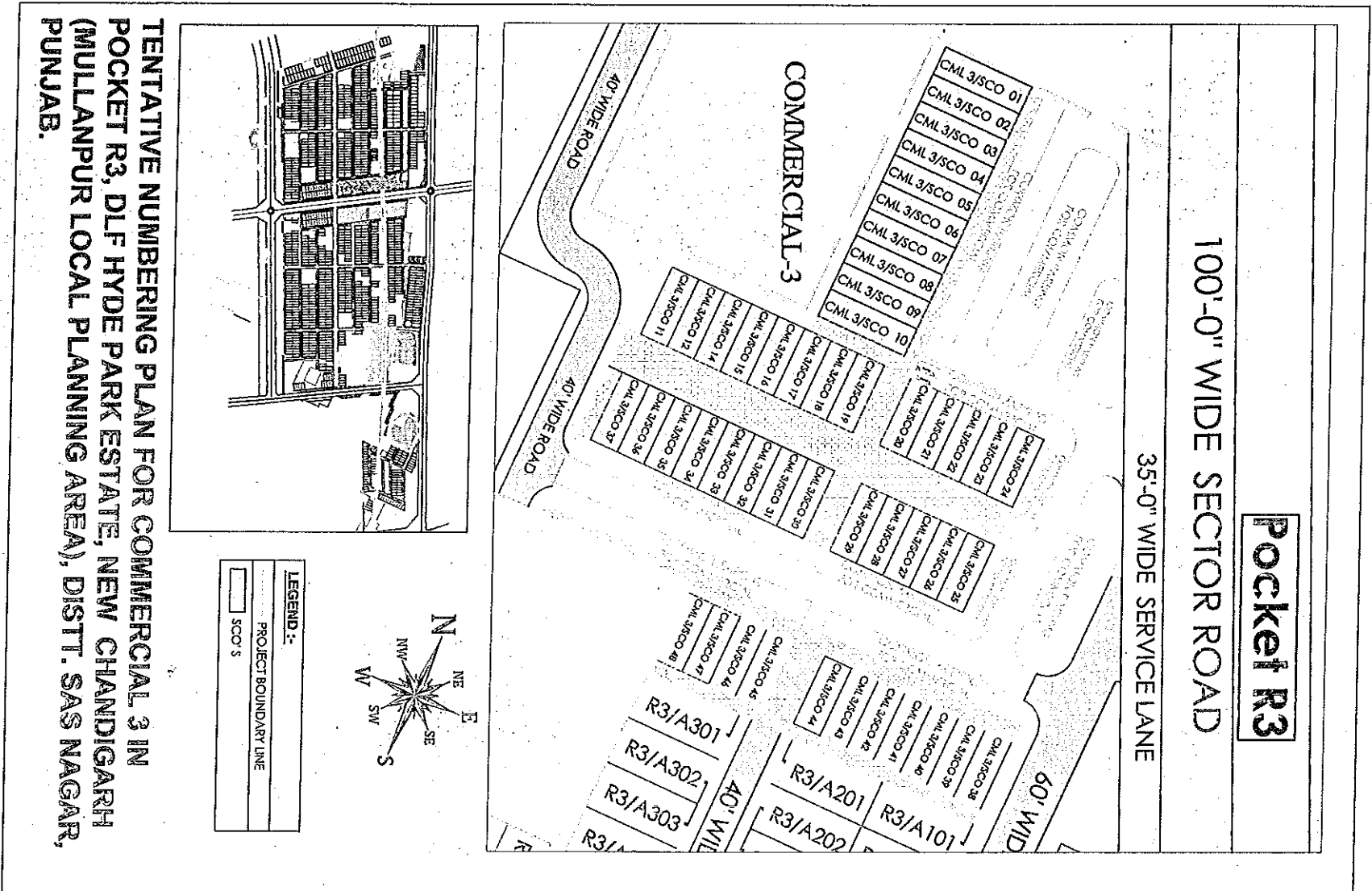
LEGEND:-	
PROJECT BOUNDARY LINE	
[Symbol]	SCO1 - COMMERCIAL 1, POCCKET #1
[Symbol]	SCO2S - COMMERCIAL 1, POCCKET #1
[Symbol]	SCO1 - COMMERCIAL 2, POCCKET #2
[Symbol]	SCO2S - COMMERCIAL 2, POCCKET #2
[Symbol]	SCO1 - COMMERCIAL 3, POCCKET #3
[Symbol]	SCO2S - COMMERCIAL 3, POCCKET #3
[Symbol]	SCO1S - COMMERCIAL 4, POCCKET #1
[Symbol]	EXPANDABLE PLOT (C/F) - 300 sq yds (133'0" x 92'0")
[Symbol]	INDEPENDENT FLOOR WITH PUL - 150 sq yds (35'0" x 92'0")
[Symbol]	INDEPENDENT FLOOR - 350 sq yds (35'0" x 92'0")
[Symbol]	INDEPENDENT FLOOR - 230 sq yds (37'0" x 64'0")
[Symbol]	PLOT AREA - 249.33 SQ.YDS.
[Symbol]	PLOT AREA - 244.44 SQ.YDS.
[Symbol]	PLOT AREA - 230.33 SQ.YDS.
[Symbol]	PLOT AREA - 222.22 SQ.YDS.
[Symbol]	PLOT AREA - 250.00 SQ.YDS.
[Symbol]	PLOT AREA - 353.13 SQ.YDS.
[Symbol]	PLOT AREA - 320.52 SQ.YDS.
[Symbol]	PLOT AREA - 324.13 SQ.YDS.
[Symbol]	PLOT AREA - 152.51 SQ.YDS.
[Symbol]	PLOT - 000 SQ.YD.
[Symbol]	PLOT ON HOLD
[Symbol]	PROPOSED FUTURE EXPANSION
[Symbol]	GREEN STR/PARK AREA
[Symbol]	NURSERY SCHOOL / COLR / CFC
[Symbol]	W.HOUSE / BUS / EP

NOTES:-
THE APPROVED LAYOUT PLAN AS SHOWN HEREIN IS SUBJECT TO ANY CHANGES / DIRECTIONS/ CONDITIONS IMPOSED BY THE CHIEF TOWN PLANNER, PUNJAB AND SHALL BE BINDING ON BOTH APPLICANT / ALLOTTEE AND THE COMPANY.

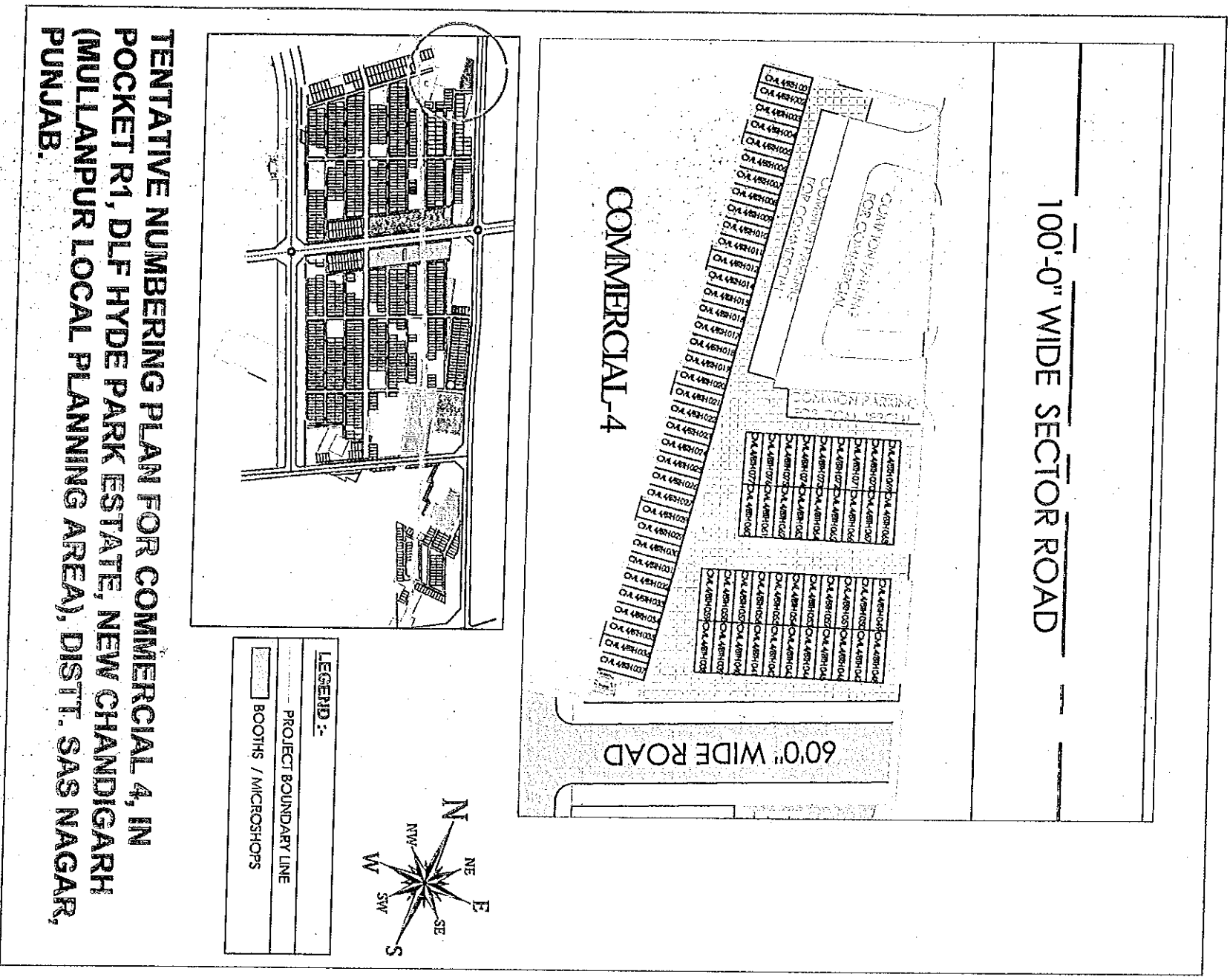
THE LAYOUT AS MAY BE APPROVED BY THE CHIEF TOWN PLANNER, PUNJAB FROM TIME TO TIME SHALL AUTOMATICALLY SUPERSEDE THE LAYOUT PLAN SHOWN HEREIN.

IT IS CLARIFIED BY THE COMPANY AND AGREED BY APPLICANT /ALLOTTEE THAT WHILE CARRYING OUT SUCH CHANGES IN LAYOUT PLAN, THE COMPANY SHALL MAKE NO REFERENCE TO APPLICANT /ALLOTTEE AND NO CONSENT OF APPLICANT / ALLOTTEE SHALL BE TAKEN.

ANNEXURE-I



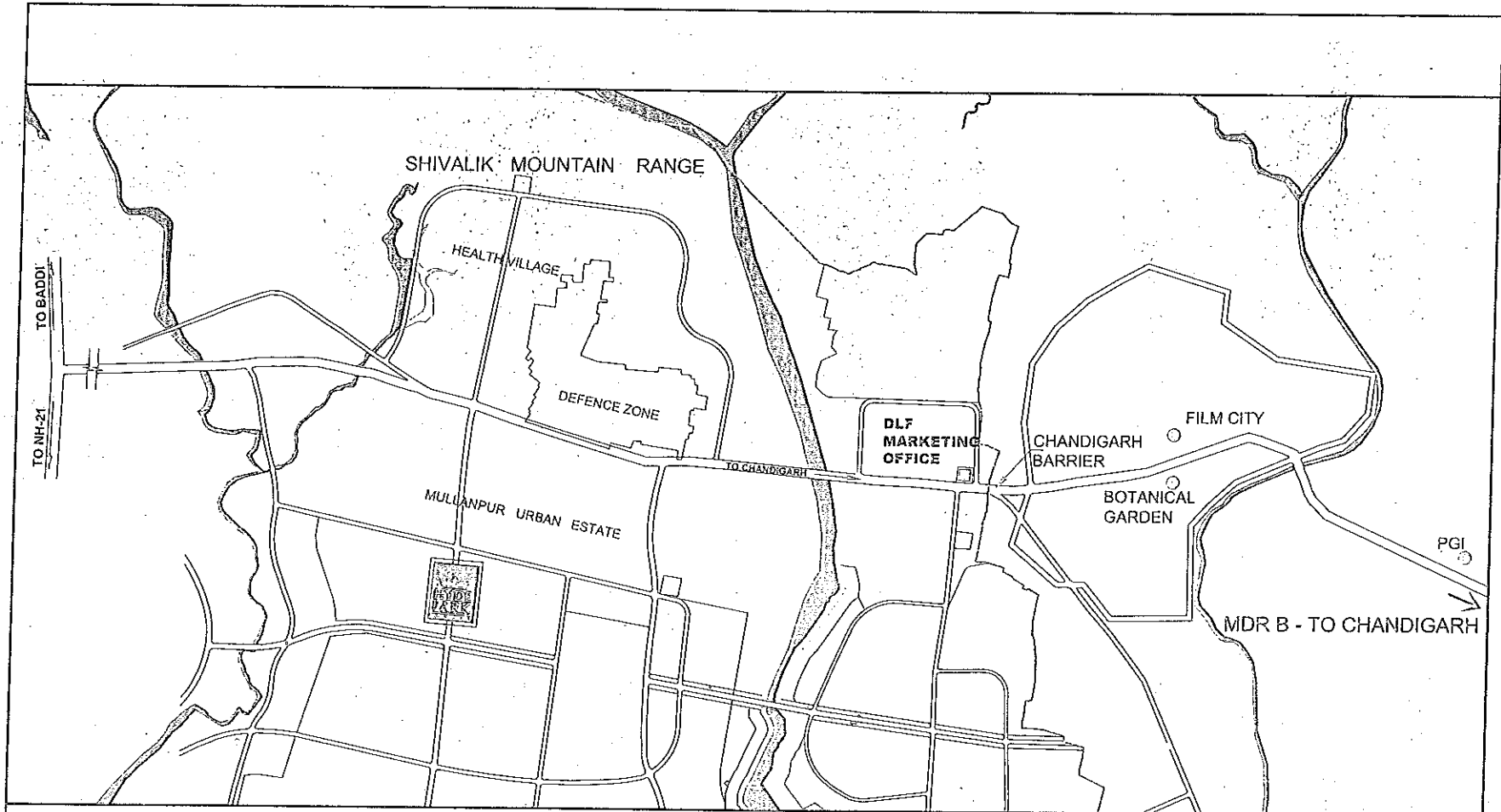
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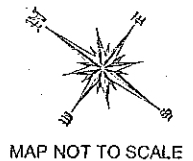
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TENTATIVE LOCATION PLAN OF HYDE PARK ESTATE, NEW CHANDIGARH
 (MULLANPUR LOCAL PLANNING AREA), DISTT. SAS NAGAR, PUNJAB



ANNEXURE-IA

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 (Sole/First Applicant)

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 (Second Applicant)

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 (Third Applicant)

PAYMENT PLAN: COMMERCIAL PLOTS, HYDE PARK, NEW CHANDIGARH

Basic – Selling price (BSP)	As applicable
Preferential Location Charges (PLC)	As applicable
External Development charges	Rs. 2168/- Per Sq Mtr (Approx. Rs. 1813 Per Sq. Yd.)
Down Payment Rebate	8.5%
Interest Bearing Maintenance Security (IBMS)	As applicable
DOWN PAYMENT PLAN	
On Application for Booking	For sizes greater than 27.86 sq mtrs (33.33 sq yd): Rs. 10Lacs
Within 30 days of Booking	For sizes upto 27.86 sq mtrs (33.33 sq yd): Rs. 2.5 Lacs
On offer of Possession	95% of Total Price (less: Down Payment Rebate) (Less: Booking Amount)
	5% of Total Price, IBMS, Taxes, Stamp Duty & Registration Charges and other charges, if any
INSTALLMENT PLAN	
On Application for Booking	For sizes greater than 27.86 sq mtrs (33.33 sq yd): Rs. 10Lacs
	For sizes upto 27.86 sq mtrs (33.33 sq yd): Rs. 2.5 Lacs
Within 2 months of booking	25% of Total Price (Less: Booking Amount)
Within 6 months of Booking	10% of Total Price
Within 9 months of Booking	10% of Total Price
Within 12 months of Booking	10% of Total Price
Within 15 months of Booking	10% of Total Price
Within 18 months of Booking	15% of Total Price
Within 21 months of Booking	15% of Total Price
On Offer of Possession	5% of Total price, IBMS, Taxes, Stamp Duty & Registration Charges and other charges, if any

Total Price = (Basic Selling Price + Preferential Location charges + External Development Charges) x Plot Area

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(Third Applicant)

Notes :

ANNEXURE-II

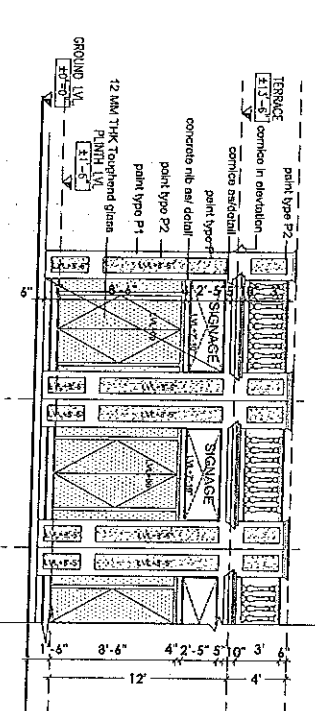
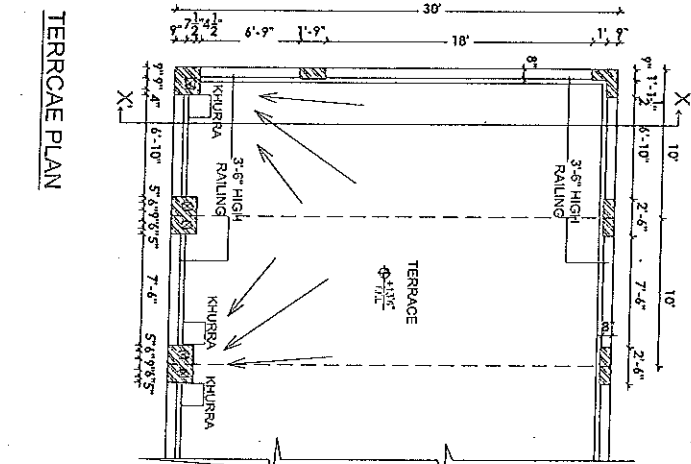
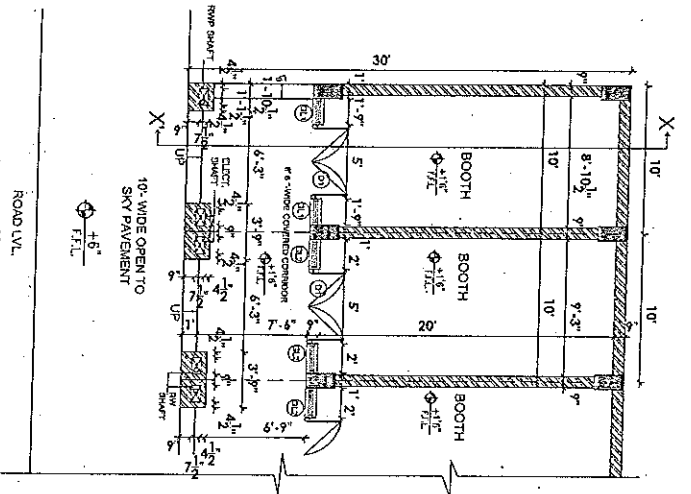
1. Stamp Duty / Registration Charges / Administrative charges shall be payable along with the last installment as applicable.
2. Infrastructure Development Charges, if any, would be received on pro-rata basis from the customer as when demanded. As of now, there is no Infrastructure Development Charges applicable.
3. Prices and Payment Plan indicated above are applicable as on date of acceptance of the application by the company and are subject to revision from time to time at the sole discretion of the Company.
4. Taxes, if applicable, would be payable by the customer as per demand.
5. The terms & conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive. For detailed terms & Conditions, please refer to application form.
6. The yearly simple interest payable on IBMS shall be determined by the company as per the applicable rates on "One Year" Fixed deposit accepted by State Bank of India at the close of each financial year on 31st March.
7. External Development Charges amounting to Rs. 2168/- per sq. mtr (Rs. 1813/- per sq. yd) calculated as per current rates shall 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 pro-rata basis from the customer, as and when demanded.

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

X.....
(Second Applicant)

X.....
(Third Applicant)

BOOTH SIZE 33.33 SQ.YD.



FRONT ELEVATION

NOTE:
PAINT TYPE-P1: NORMAL PAINT
PAINT TYPE-P2: TEXTURE PAINT

TOTAL AREA OF PLOT = 300 SQ FT	
PERMISSIBLE FPA@1:80 = 300 SQ FT	
FPA ON GROUND FLOOR= 300 SQ FT	
TOTAL FPA ACHIEVED ON ALL FLOORS = 300 SQ FT	

S. NO.	DATE	CLL LVL.	SIZE
1	D1	5'-0"X8'-6"	
2	G11	1'-9"X 8'-6"	
3	G12	2'-0"X8'-6"	

BOOTH CONTROL DRAWING
FOR BOOTH NO. CML1/BTH 001 TO CML1/BTH 012

- CML1/BTH 014 TO CML1/BTH 137
- CML2/BTH 001 TO CML2 /BTH 012
- CML2/BTH 014 TO CML2 /BTH 028
- CML4/BTH 001 TO CML4 /BTH 012
- CML4/BTH 014 TO CML4/ BTH 077

TENTATIVE CONTROL DRAWINGS FOR BOOTH PLOTS (10'X30') OF DLF HYDE PARK ARCADE IN DLF HYDE PARK ESTATE, NEW CHANDIGARH (MULLANPUR LOCAL PLANNING AREA), DIST. SAS NAGAR, PUNJAB

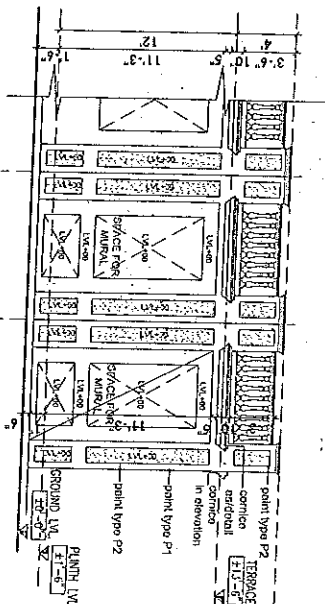
DISCLAIMER:
FORMALLY APPROVED DRAWINGS, WITH ANY CHANGES THEREOF, SHALL BE PROVIDED TO THE APPLICANT AS AND WHEN AVAILABLE AND THE APPLICANT AGREES TO ABIDE BY THE SAME.

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

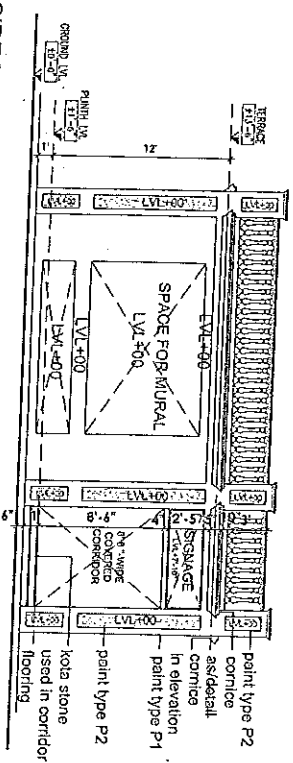
X.....
(Second Applicant)

X.....
(Third Applicant)

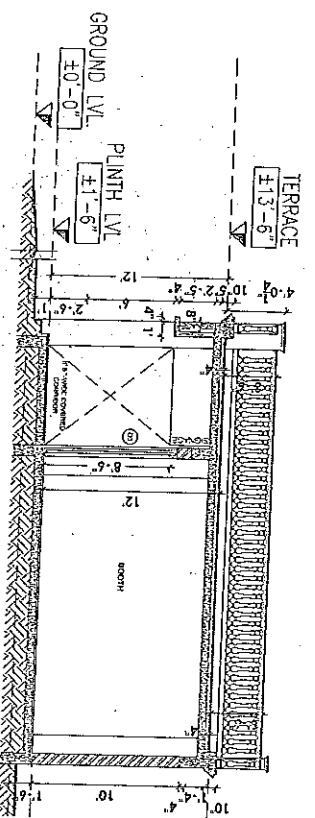
BOOTH SIZE 33.33 SQ.YD.



REAR ELEVATION



SIDE ELEVATION



SECTION XX

DRAWING NO. DLF/MLP/BOOTH/AR-10

NOTES:

1. The plinth level will be taken from the office of divisional engineer (In) GMAOA, S.A.S Nagar.
2. The site for 'BOOTH' shall be used for shops/offices on ground floor, and shall not be used for any other purposes whatsoever.
3. The site shall be constructed as per setbacks shown in the drawing and no variation is permitted in the front and rear building line.
4. No variation is allowed in the front / rear facade, door window sizes, facade finishes and materials shall be as specified in the drawing.
5. The height of each floor shall be as per this drawing.
6. The delivery of advertisement is restricted to the premises place/location and prohibited at any other location.
7. The front set back is for public use and its unauthorized usage is restricted.
8. Kota stone flooring/obstruction shall be provided in the use with passage in front of the shops on ground floor.
9. No window is permitted on the side wall of corner plot.
10. The structural stability of shops shall be the whole responsibility of the owner or private architect.
11. All sanitary and rainwater pipes shall be embedded in the walls.
12. The internal changes are permissible as may be sanctioned by the competent authority. All internal partitions are optional without change in levels or offset in roof slab and eaveouts.
13. Placing of any pipe on elevation or on the common wall is prohibited.
14. Electrical and telephone connections from the main line shall be provided by underground wiring.
15. Electricity lines, telephones or other connections for public services should be shown according to building plan and these must be shown with the prior approval of competent office of Punjab Govt.
16. Exhaust water storage tanks and P.H duct no. and capacity for lifts etc should be allowed to connect above parapet.
17. Only as listed registered Architects are allowed to submit plans, supervise construction work and issue completion certificate.
18. Provision for firefighting and safety shall be made as per rules and is mandatory.

NOTE:
PAINT TYPE-P1: NORMAL PAINT
PAINT TYPE-P2: TEXTURE PAINT

DOOR & WINDOW SCHEDULE		
S. NO.	DATE	CHG LVL. SIZE
1	01	5'-0"x8'-6"
2	01	1'-5"x8'-6"
3	02	2'-0"x8'-6"

BOOTH CONTROL DRAWING
FOR BOOTH NO. CML1/BTH 001 TO CML1/BTH 012
CML1/BTH 014 TO CML1/BTH 137
CML2/BTH 001 TO CML2/BTH 012
CML2/BTH 014 TO CML2/BTH 028
CML4/BTH 001 TO CML4/BTH 012
CML4/BTH 014 TO CML4/BTH 077

**TENTATIVE CONTROL DRAWINGS FOR BOOTH PLOTS (10'x30') OF
DLF HYDE PARK ARCADE IN DLF HYDE PARK ESTATE, NEW CHANDIGARH
(MULLANPUR LOCAL PLANNING AREA), DIST. SAS NAGAR, PUNJAB**

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

X.....
(Second Applicant)

X.....
(Third Applicant)