



COMMERCIAL PLOT BUYER'S AGREEMENT

COMMERCIAL PLOT BUYER'S AGREEMENT
BETWEEN
DLF UNIVERSAL LIMITED
And

FIRST ALLOTTEE

First Name	Middle Name
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Last Name

ADDRESS

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City	State
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Pincode

PROPERTY NO.

SECOND ALLOTTEE

First Name	Middle Name
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Last Name

ADDRESS

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City	State
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Pincode

PROPERTY NO.

COMMERCIAL PLOT, HYDE PARK ESTATE, MULLANPUR

Kindly read carefully

Important Instructions to the Allottee.

The Allottee(s) states and confirms that the Company has made the Allottee(s) aware of the availability of the Commercial Plot Buyers' Agreement (hereinafter defined) on the Website and at the head office of the Company. The Allottee(s) confirms that the Allottee(s) has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Allottee(s) further confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Allottee(s) is agreeable to perform his obligations as per the conditions stipulated in the Agreement. Thereafter the Allottee(s) has applied for allotment of a Commercial Plot in the Said Project and has requested the Company to allot a Commercial Plot. The Allottee(s) 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 herein.

Any one desiring to purchase a commercial plot will be required to execute two (2) copies of the Agreement (hereinafter defined) for each commercial plot to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the Said Commercial Plot (hereinafter defined) and should be read carefully by each Allottee (hereinafter defined). The Allottee is expected to read each and every clause of this Agreement carefully; understand the legal implication thereof, his obligations and liabilities and obligations and limitations of the Company (hereinafter defined), as set forth in this Agreement.

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 Commercial Plot 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.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third 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.

X _____
(Allottee)

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) Witnesses signatures to be done only on page ____.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

HYDE PARK ARCADE

COMMERCIAL PLOT BUYER'S AGREEMENT

This Agreement made at _____ on this _____ day of _____, 2013

BETWEEN

DLF Universal Limited, a company registered under the Companies Act, 1956 having its registered office at DLF Shopping Mall, 3rd Floor , Arjun Marg ,DLF City , Phase -1, Gurgaon-122002 (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 [D][D][M][M][Y][Y][Y][Y] of the **FIRST PART**.

AND

1. Mr./Mrs./Ms.

[Grid for Name Entry: First Name, Middle Name, Last Name]

S/D/W of

[Grid for Address Line 1]

Resident of

[Grid for Address Lines 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100]

[Grid for City, State, Pincode]

2. Mr./Mrs./Ms.

[Grid for Name Entry: First Name, Middle Name, Last Name]

S/D/W of

[Grid for Address Line 1]

Resident of

[Grid for Address Lines 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100]

[Grid for City, State, Pincode]

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

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

(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 authorized 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)

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 commercial plots, 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 neighbourhood 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

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

authority(ies). However, the Company may change the layout plan at its sole discretion and/or 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. 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 in order to comply with the direction/condition imposed by any competent authority. In that event, the layout plan of the 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, 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, independent floors, 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 Commercial Plot 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 Commercial Plot in the Said Project 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 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.
- J. The Allottee has inspected the site on which the Said Project is being developed including the present layout plan, tentative location plan (**Annexure-IA**), 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.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

- 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 Commercial Plot 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 Commercial Plot. 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 Commercial Plot in particular and the terms and conditions contained in this Agreement and that the Allottee has clearly understood his 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 Commercial Plot to be of his choice and requirement for commercial 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 Commercial Plot being additionally preferentially located calculated on per sq meter basis of the Plot Area of the Said Commercial Plot.

“Agreement” shall mean this commercial plot buyer's agreement including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Commercial Plot in the Said Project, executed by the Allottee and Company.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

“**Allottee**” means the Person(s) who is entering into this Agreement with the Company for the allotment of the Said Commercial Plot in the Said Project, whose particulars are set out in this Agreement.

“**Application**” means the application dated _____, for the allotment of the Said Commercial Plot in the Said Project.

“**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 Commercial Plot in favour of the Allottee, in accordance with this Agreement.

“**Earnest Money**” means booking amount paid by the Allottee alongwith the Application.

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

“**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 Commercial Plot/ 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 is situated;

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

“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 Commercial Plot to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 598/- per sq.mtr. approx. of the Plot Area of the Said Commercial Plot. 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 and one year advance Maintenance Charges

“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.

“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 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-IV** 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 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.

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

“Plot Area” shall have the meaning as mentioned in Clause 1.1

“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.

“Said Commercial Plot” shall mean the commercial plot in the Said Project as earmarked in the site plan and further described in clause no. 1.1 applied for by the Allottee, details of which have been set out in the Agreement and includes any alternative commercial plot, if allotted to the Allottee 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, (Mullanpur 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.

“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.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

“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 whatever 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, PLC and Additional PLC (if the Said Commercial Plot is preferentially/additionally preferentially located), 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/IAC, any increase in EDC/IDC/IAC, 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 e
- 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.
- 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 construction charges, if applicable
- xii) Holding Charges, if applicable
- 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.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

- xiv) Proportionate cost of providing Fibre To The Home (FTTH) infrastructure service for cabling, internet, etc.

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.

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 Commercial Plot, as detailed below -

Plot Address: Commercial Plot No. : _____

Plot Area : _____ sq. mtr.

Basic Sale Price (BSP) @: Rs. _____ /- per sq. mtr. of the Plot Area aggregating to Rs. _____ /- (Rupees _____ only)

Preferential Location Charges (PLC)

Preferential Location Attribute(s) _____ Charge(s) _____

Corner Plot _____ 10% of BSP _____

Total PLC: Rs. _____ /- (Rupees _____ only)

EDC: Rs. _____ /per sq.mtr.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

Total Price payable for the Said Commercial Plot: Rs. _____/-

(Rupees _____ only)

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

IDC: as applicable

- 1.2 The Allottee understands and agrees to pay increases, if any, due to increase in Plot Area, increase in EDC, increase in IBMS, 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.
- 1.3 The Allottee shall make the payment of the Total Price as per the payment plan set out in **Annexure-II** to this Agreement alongwith other charges, Taxes, securities, deposits etc., and increases thereof as mentioned in this Agreement, shall be payable by the Allottee as and when demanded by the Company.
- 1.4 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).
- 1.5 The Total Price of the Said Commercial Plot is calculated on the basis of its Plot Area, which is tentative. The final Plot Area of the Said Commercial Plot shall be confirmed by the Company only after the demarcation of all the commercial plots is complete. The Total Price payable for the Said Commercial Plot shall be recalculated upon confirmation by the Company of the final Plot Area of the Said Commercial Plot and any increase or decrease in the Plot Area of the Said Commercial Plot may be payable or refundable, as the case may be, without any interest, at the same per sq. mtr rate, without any kind of rebate allowed, payment plan opted by the Allottee. If there is an increase in the Plot Area, the Allottee agrees and undertakes to pay for the increase in the Plot Area immediately on demand by the Company and if there is a decrease in the Plot Area, then the refundable amount due to the Allottee shall be adjusted by the Company in the next installment as set forth in the schedule of payment given in **Annexure-II**.
- 1.6 The Allottee agrees that if due to any change in the lay-out plan of the Said Project/ Said Plot -
 - a) The Said Commercial Plot 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 Commercial Plot becomes preferentially located, if at the time of the Application/Agreement it was not preferentially located, the Allottee shall pay PLC of the Said Commercial Plot to the Company, as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Allottee.
 - c) The Said Commercial Plot becomes additionally preferentially located, the Allottee shall pay Additional PLC to the Company as applicable and in the manner as specified in clause 1.6(b).

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

d) The Allottee agrees and understands that, in case of any change in the location of the Said Commercial Plot due to change in the layout plan of the Said Commercial Plot/Said Project or as directed by the competent authority or otherwise, it is not obligatory for the Company to take necessary approvals from each Allottee, thus the Allottee hereby, gives irrevocable Power to Attorney to the Company to carry out such changes in the layout plan, in pursuant to such directions/instructions as issued by the competent authority, from time to time and the Allottee shall abide by the same and have no other right or claim except as mentioned hereinabove.

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

a) A sum equivalent to the proportionate share of Taxes shall be paid by the Allottee to the Company. The proportionate share shall be the ratio of the Plot Area of the Said Commercial Plot 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.

1.8 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 Commercial Plot 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 Commercial Plot 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 Commercial Plot to any other Person.

1.9 (a) The Allottee 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 Allottee 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 Allottee 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 Allottee with regard to increase in EDC shall be final and binding on the Allottee. If the increased EDC 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 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 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 Allottee.

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

(b) The Allottee agrees to make payment of IDC and any increase in IDC 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 IDC and/or increase in IDC shall be final and binding on the Allottee. 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 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 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 Allottee.

1.10 In addition to the Total Price, the Allottee agrees and undertakes 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 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) Allottee shall be liable to pay proportionate cost of installation of Fiber To The Home (FTTH) infrastructure, 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 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 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.

1.11 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

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(Sole/First Allottee)

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(Third Allottee)

Commercial Plot 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 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 Commercial Plot. This clause shall survive the conveyance of the Said Commercial Plot or any subsequent sale / resale or conveyancing thereof.

1.12 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 Commercial Plot:

- i) ownership with regard to the Said Commercial Plot only;
- ii) right to only use such general common areas and facilities as maybe earmarked by the Company, subject to timely payment of Maintenance Charges. The Allottee shall use the common area and facilities harmoniously alongwith other plot owners, maintenance staff, etc, without causing any inconvenience or hindrance.

1.13 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), falling outside the Said Commercial Plot, or any other facility or

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(Second Allottee)

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(Third Allottee)

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 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 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 Said Commercial Plot 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 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 Commercial Plot and this undertaking shall survive throughout the occupancy of the Said Commercial Plot by the Allottee, his / her legal representatives, successors, administrators, executors, assigns etc.

1.14 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 Said Commercial Plot 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-II** 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.

1.15 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 and the Allottee shall not have any right to raise any objection in this regard.

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(Sole/First Allottee)

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(Third Allottee)

- 1.16 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.
- 1.17 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 Commercial Plot as the Company so desire to comply with the provisions of the Act.
- 1.18 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-V** to this Agreement.
- 1.19 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.
- 1.20 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 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, 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 Commercial Plot and/or the Said Land as the case may be, as assessable or applicable from the date of the allotment. If the Said Commercial Plot is assessed separately, the Allottee shall pay directly to the Governmental Authority and if the Said Commercial Plot 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. _____/- (Rupees _____ 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-II**) attached with this Agreement along with all other charges, Taxes, securities etc. as mentioned in this Agreement and as maybe demanded by the Company within the time and in the manner specified therein.

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4. Earnest Money

The Allottee agrees and confirms that the booking amount of the Said Commercial Plot 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 50 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.

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-II** 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 Universal 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 Commercial Plot 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,

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(Third Allottee)

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. Alteration/modification

The Allottee agrees and understands that the Said Project is planned to be developed by the Company in accordance with the layout plan sanctioned by the competent authority and as may be changed from time to time by the competent authority and/or by the Company. 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 present approved layout plan attached as **Annexure-I** and be binding on the Allottee.

The Allottee hereby confirms that the Allottee shall have no objection if the Company makes suitable and necessary alternations in the layout plan and such alterations may involve the change in the position, number, dimensions or area of the Said Commercial Plot, etc. However, in case of any major alteration/modifications resulting in increase/ decrease of more than 20% in the Plot Area of the Said Commercial Plot, 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 Commercial Plot 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/ 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 Commercial Plot and the Company shall be free to resell or deal with the Said Commercial Plot in any manner whatsoever.

10. 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 /or Said Project and in such event, the Company may inform the Allottee about such change in layout/location plans, measurements, dimensions, location and number of the Said Commercial Plot and /or Said Project. If the Allottee conveys his desire to continue with the Company, the Agreement shall stand modified to this effect. The intimation of option shall be given to all the allottees by way of written notice. In case, the Allottee conveys 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 Allottee with interest @ 9 % p.a. to be calculated from the date of its realization. The Allottee 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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(Third Allottee)

11(a) Schedule for possession of the Said Commercial Plot

The Company based on its present plans and estimates and subject to all just exceptions, endeavors to offer possession of the Said Commercial Plot within a period of 24(Twenty Four) 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, 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 Commercial Plot is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of the Said Commercial Plot. 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 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 deliver possession of the Said Commercial Plot/ 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 shall offer in writing, possession of the Said Commercial Plot 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

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shall give possession of the Said Commercial Plot 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.

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 Commercial Plot 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 Commercial Plot 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 Commercial Plot as aforesaid within the time limit prescribed by the Company in its notice, then the Said Commercial Plot 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 Commercial Plot 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 50 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 Commercial Plot in the manner as stated in this clause on the condition that the Allottee shall pay to the Company damages/holding charges @ Rs. 100/-per sq. mtr. of the Plot Area per month for any delay of one month or any part thereof, in taking possession of the Said Commercial Plot 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 Commercial Plot 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 Commercial Plot to the Allottee. For the avoidance of any doubt it is clarified that these damages/holding charges are in addition to maintenance or any other charges as provided in this Agreement.

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 Commercial Plot to the Allottee within 24 (Twenty Four) months 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 Commercial Plot 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 Commercial Plot refund to the Allottee, without any interest, the balance from the amounts paid by the Allottee in respect of the Said Commercial Plot 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 Commercial Plot 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

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(Third Allottee)

then the Allottee shall not be entitled to terminate this Agreement thereafter and shall continue to be bound by the provisions of this Agreement.

In the event the Company fails to offer possession of the Said Commercial Plot, within twenty four (24) months from the date of Application for the Said Commercial Plot then after ninety (90) days from the expiry of twenty four (24) months, subject to the Allottee having made all payments as per the Payment Plan and subject to the terms and conditions of this Agreement and barring Force Majeure circumstances, the Company shall pay compensation to the first named Allottee calculated at the rate of Rs. 100/- per sq. mtr. per month on the total area of the Said Commercial Plot which both parties have agreed is a just and equitable estimate of the damages that the Allottee may suffer and the Allottee shall not have any other claims/rights whatsoever. The payment of such compensation, if any, shall be done at the time of the conveyance of the Said Commercial Plot in favour of the first named Allottee.

15. Time For Construction

- (i) The Allottee agrees and understands that the Allottee shall complete the construction on the Said Commercial Plot and obtain certificate from the competent authority within 4 (four) years from the date of offer of possession by the Company. In case the Allottee fails to complete the construction on the Said Commercial Plot within the stipulated period, the Company shall be entitled to proceed against the Allottee according to the terms and conditions of the Agreement and seek all such remedies against the Allottee 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 Allottee 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, if any, payable by the Allottee.
- (ii) The Allottee agrees that the Allottee shall construct the shop-cum-office on the Said Commercial Plot in accordance with the design, plans and specifications provided by the Company and the Allottee shall not have any right to make changes of any nature whatsoever in the same. The Allottee further agrees that the Allottee shall not have any right to change the external façade/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 designs / specifications attached herewith as **Annexure-III**. The Allottee 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 Allottee shall 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 Allottee agrees that the Allottee shall not store any hazardous, combustible goods in the Said Commercial Plot.

16. Zoning Restrictions

The Allottee 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

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

constructed by the Allottee on the Said Commercial Plot and other norms imposed by the competent authority (ies). The construction by the Allottee shall not exceed the number of floors and shall not violate any other norm as may be stipulated in the zoning plan. The Allottee 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 Allottee 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 Allottee 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 Allottee and the cost of the same shall be borne by the Allottee alone.

17. 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.

18. Maintenance of the Said Project

In order to provide necessary maintenance services, the maintenance of the Said Project 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 Allottee agrees and undertakes to pay one year advance Maintenance Charges as and when demanded by the Company/Maintenance Agency. The Allottee agrees that the determination of pro-rate share of the Maintenance Charges as determined by the Company/Maintenance Agency shall be final and binding upon the Allottee. 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.

19. Fixation of Maintenance Charges

The Maintenance Charges shall be levied after the expiry of thirty days of the date of notice of possession and the Allottee shall have to pay the same promptly whether or not the possession of Said Commercial Plot is taken by the Allottee. 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.

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(Third Allottee)

20. 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-II** and to always keep deposited with the Company/ Maintenance Agency, IBMS calculated at the rate of Rs.598/- per sq. mtr approx. of the Plot Area of the Said Commercial Plot. 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. 598/- per sq. mtr. approx. of the Plot Area of the Said Commercial Plot, 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 Commercial Plot 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 Commercial Plot in respect of any such non-payment of shortfall/increases as the case may be.

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 Commercial Plot 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 Commercial Plot 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 Commercial Plot, operation hours of various maintenance services, general compliances for occupants of the Said Commercial Plot, 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.

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(Second Allottee)

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(Third Allottee)

21. Use of the Said Commercial Plot

The Allottee shall not use the Said Commercial Plot for any purpose other than for shop-cum-office purpose; or use the same in a manner that may cause nuisance or annoyance to other commercial plot owners or residents of the Said Project; or for any residential or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Commercial Plot which tends to cause interference to any adjacent commercial plot 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.

22. 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.

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 Commercial Plot 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 with hold electricity supply to the Said Commercial Plot 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-VI** 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. Compliance of laws, notifications etc. by the Allottee

The Allottee is entering into this Agreement for the allotment of the Said Commercial Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project. The Allottee hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Commercial Plot 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

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(Second Allottee)

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(Third Allottee)

the Said Commercial Plot 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.

25. 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.

26. 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 Commercial Plot / Said Project / Said Land subject to the condition that the Said Commercial Plot 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 Commercial Plot 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 development of the Said Project.

27. Agreement subordinate to mortgage by the Company

The Allottee agrees that no lien or encumbrance shall arise against the Said Commercial Plot 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 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 Commercial Plot or excuse the Allottee from making payment of the Total Price and other charge, deposits, securities etc. of the Said Commercial Plot 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 Commercial Plot 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

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(Second Allottee)

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(Third Allottee)

Commercial Plot shall be executed in favour of the Allottee, only on the Company receiving no objection certificate from such financial institution / banks.

28. Company's charge on the Said Commercial Plot

The Allottee agrees that the Company shall have the first charge/lien on the Said Commercial Plot 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 Commercial Plot to recover and receive the outstanding dues out of the sale proceeds thereof.

29. 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 Commercial Plot 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 Commercial Plot.

30. 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-II**) 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.

31. Agreement not assignable

The Allottee agrees that this Agreement is not assignable for a period of six 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.

32. 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

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(Second Allottee)

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(Third Allottee)

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.

33. 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 Commercial Plot.

34. Agreement specific only to the Said Commercial Plot

The Allottee agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to the Said Commercial Plot 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 plot /project(s) of the Company or its associates/subsidiaries, or partnership firms in which the Company is partner or interested.

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

All the provisions contained herein and the obligations arising hereunder in respect of the Said Commercial Plot/ Said Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Commercial Plot, as the said obligations go along with the Said Commercial Plot for all intents and purposes subject to clause 14 & 32 above

36. 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-II** 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.

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

- (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.

37. 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.

38. 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.

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

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

40. 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).

41. 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.

42. 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.

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(Second Allottee)

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(Third Allottee)

43. 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 Commercial Plot. 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 Commercial Plot. 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.

44. Further assurances

The Allottee agrees that the persons to whom the Said Commercial Plot 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.

45. 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.

46. 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.

47. 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:

(Address of Allottee)

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

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

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.

48. 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.

49. 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.

50. 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 Commercial Plot.
- iii) Failure to take possession of the Said Commercial Plot 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 owners/association of condominium, as the case may be.
- vi) Failure, pursuant to a request by the Company, in terms of Clause 1.18 of this Agreement, to become a member of the association of commercial plot owners of the Said Project or to pay subscription charges etc. as may be required by the Company or association of commercial plot owners, as the case may be.

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

- 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) 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 Commercial Plot 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 Commercial Plot 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.

51. 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.

52. 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 Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint allottees)

(1) _____

(2) _____

at _____ on _____ in the presence of:

Please
affix
photograph
and sign

Please
affix
photograph
and sign

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 Universal Ltd.

2. Signature _____

Name _____

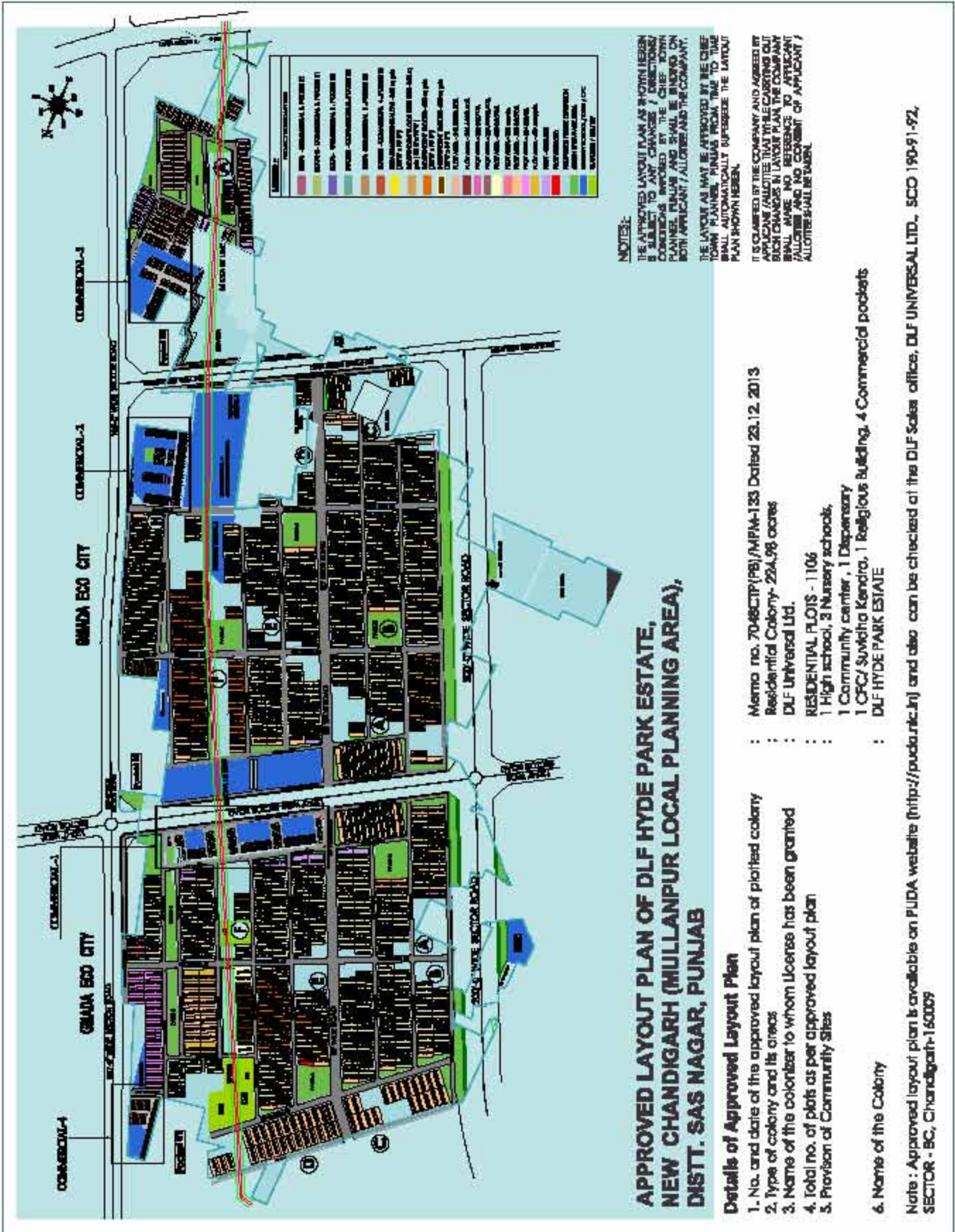
Address _____

(AUTHORISED SIGNATORY)

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

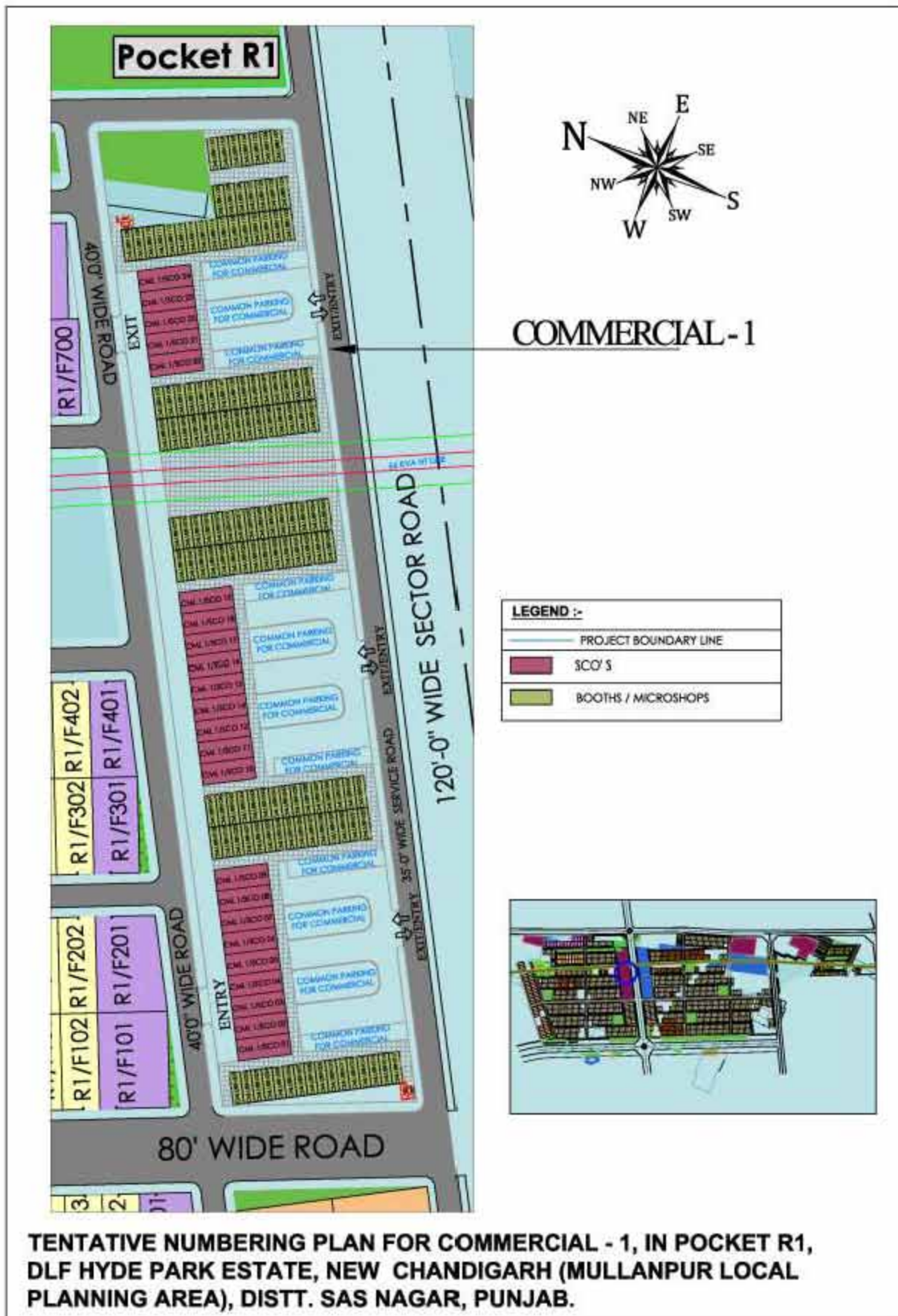
X.....
(Third Allottee)



X.....
(Sole/First Allottee)

X.....
(Second Allottee)

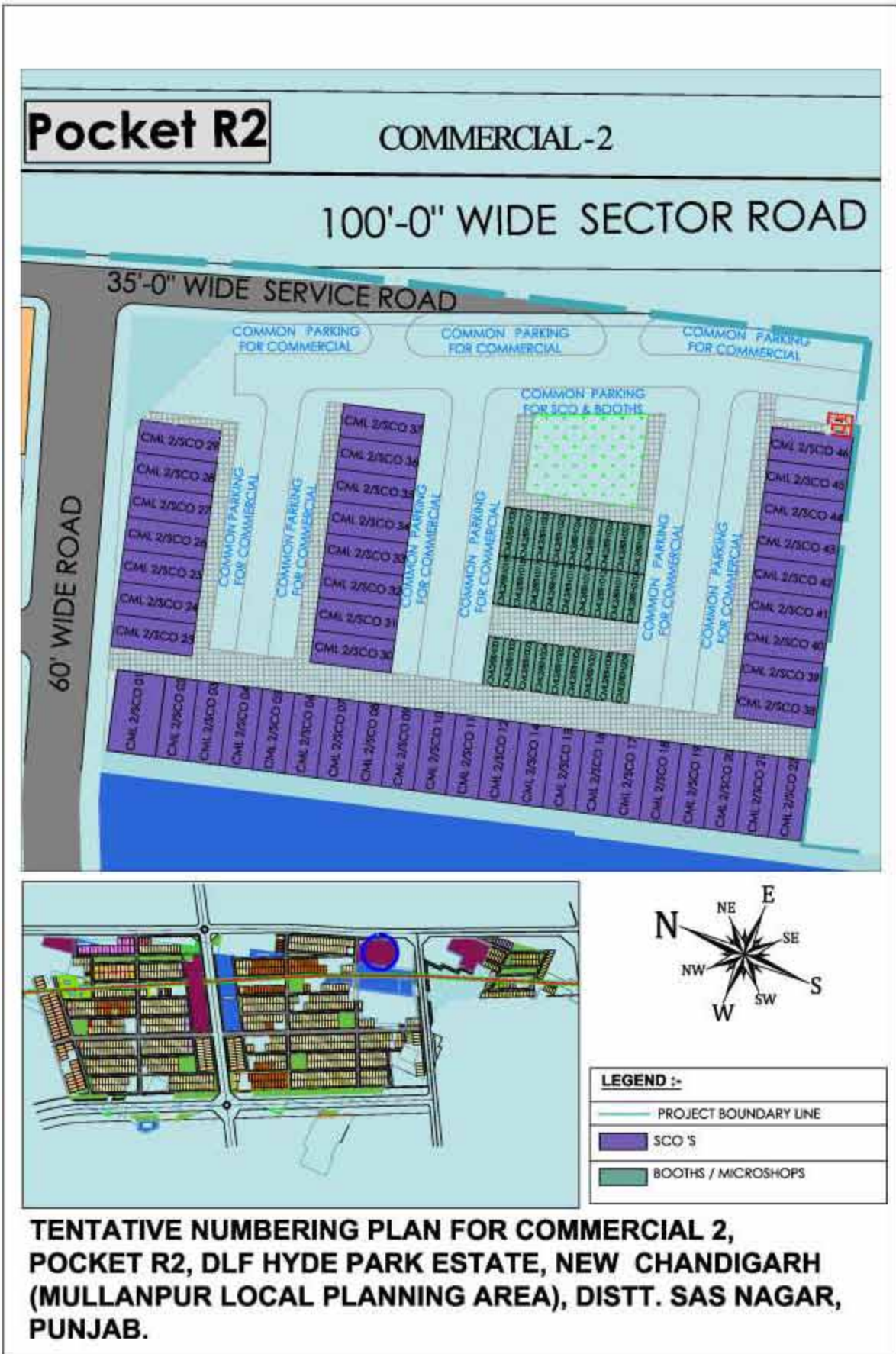
X.....
(Third Allottee)



X.....
(Sole/First Allottee)

X.....
(Second Allottee)

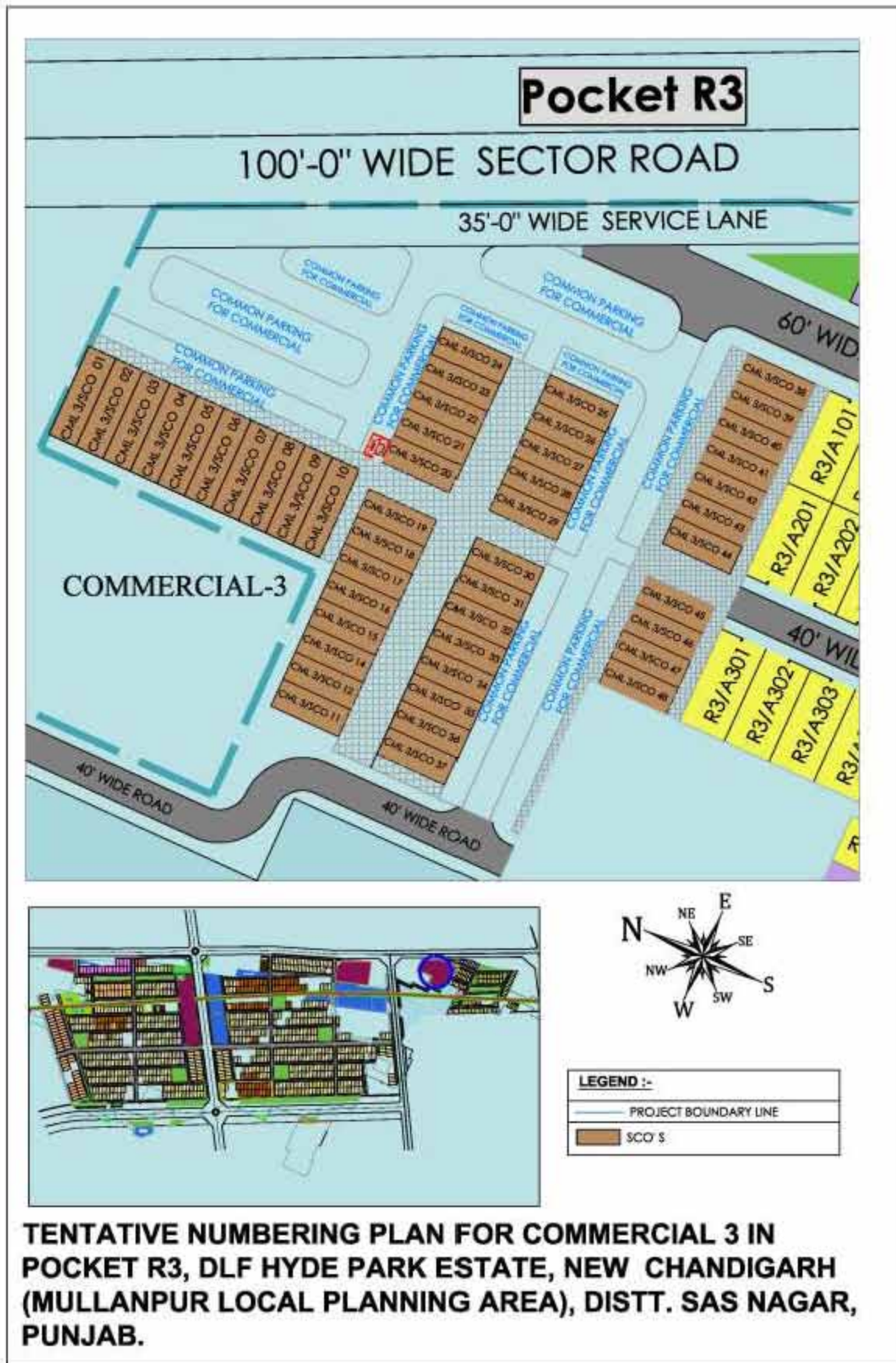
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(Third Allottee)



X.....
(Sole/First Allottee)

X.....
(Second Allottee)

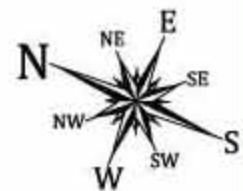
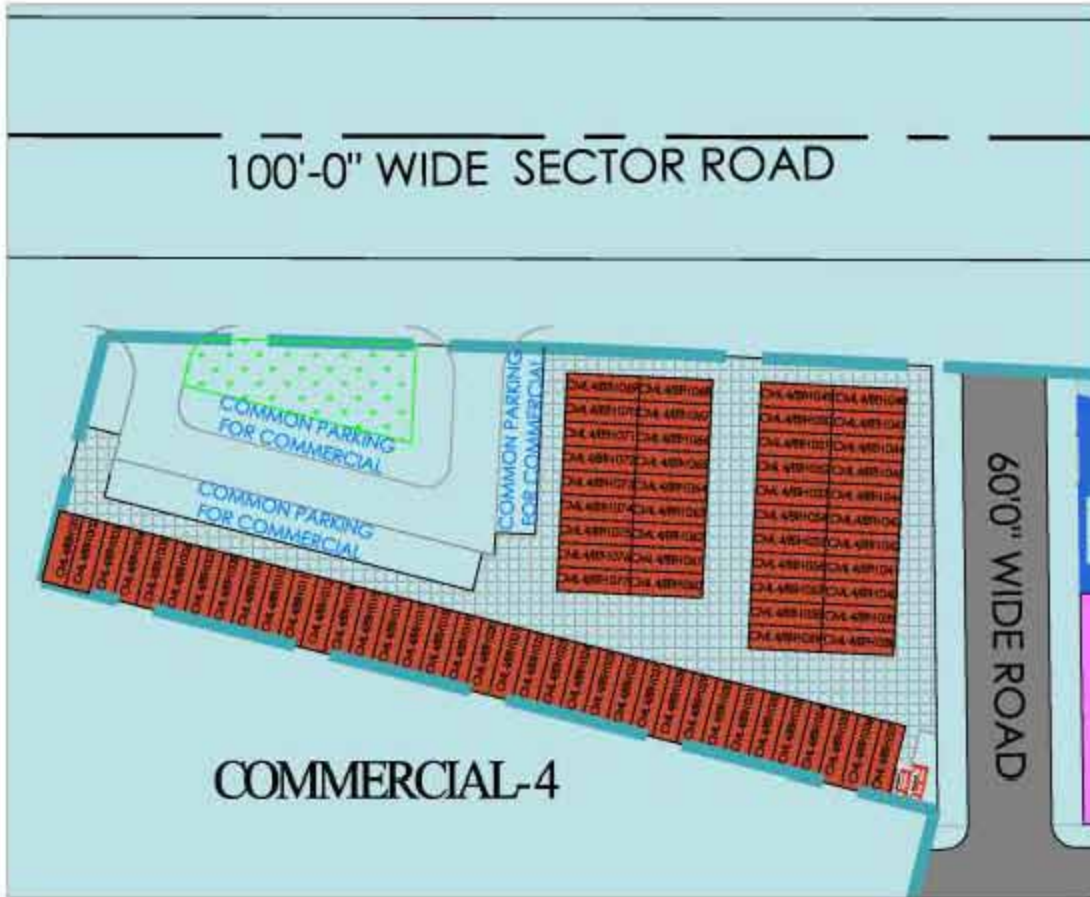
X.....
(Third Allottee)



X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)



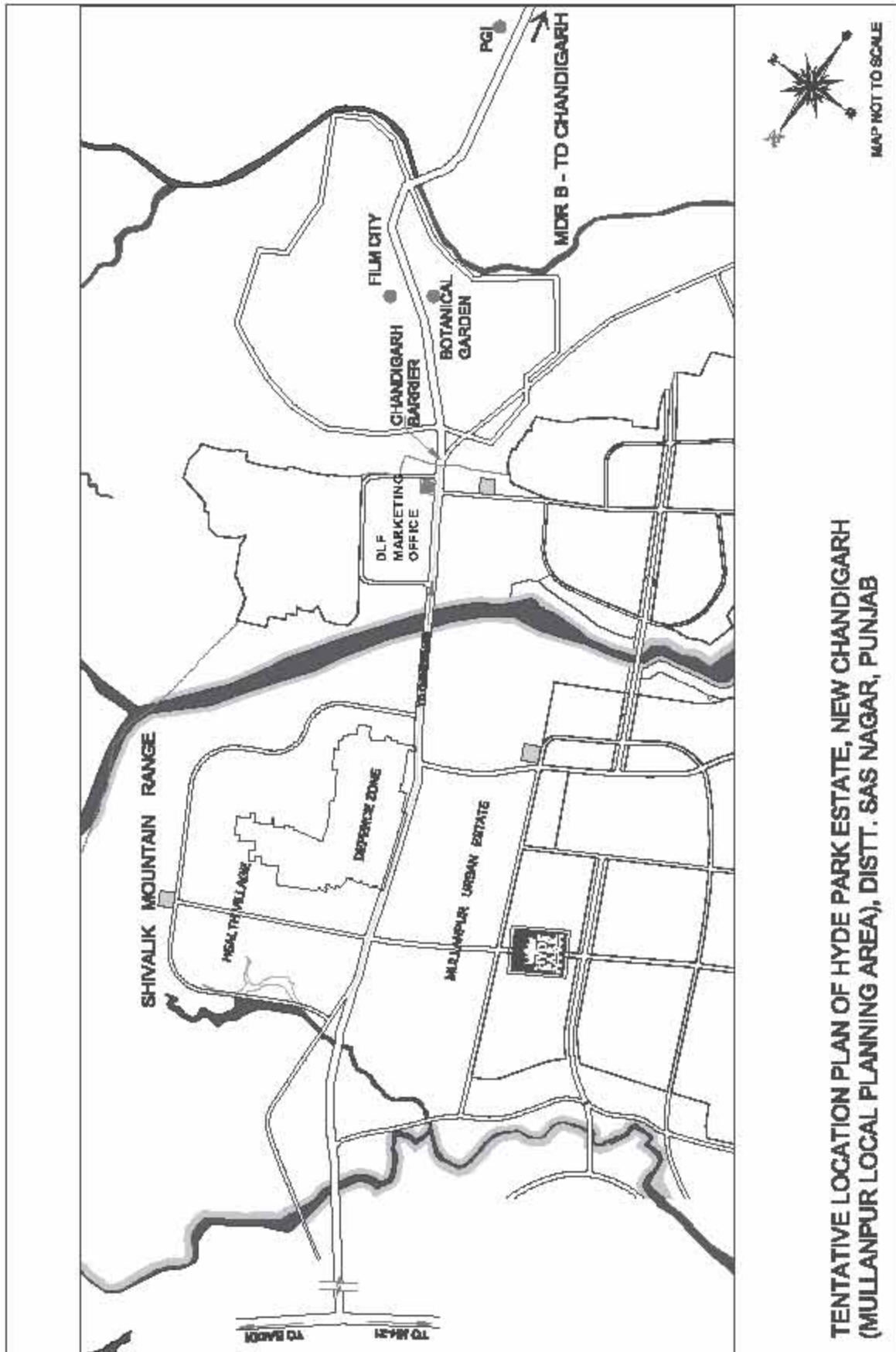
LEGEND :-	
	PROJECT BOUNDARY LINE
	BOOTHES / MICROSHOPS

TENTATIVE NUMBERING PLAN FOR COMMERCIAL 4, IN POCKET R1, DLF HYDE PARK ESTATE, NEW CHANDIGARH (MULLANPUR LOCAL PLANNING AREA), DISTT. SAS NAGAR, PUNJAB.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)



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

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

PAYMENT PLAN

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

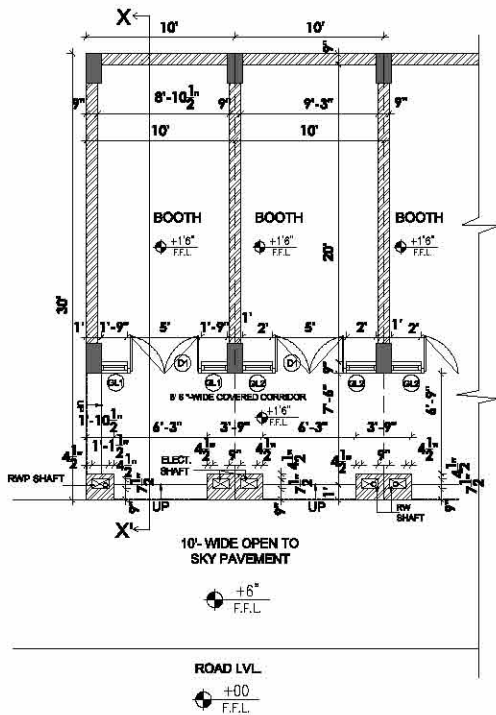
X.....
(Third Allottee)

BOOTH SIZE 33.33 SQYD.

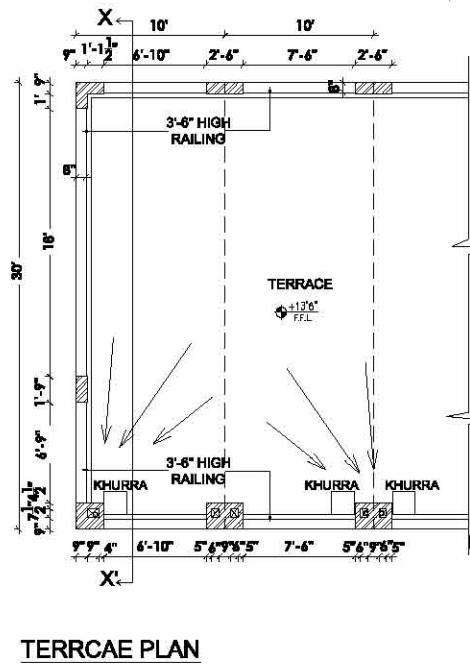
DRAWING NO.: DLF/MLP/BOOTHS/AR-101

NOTES:

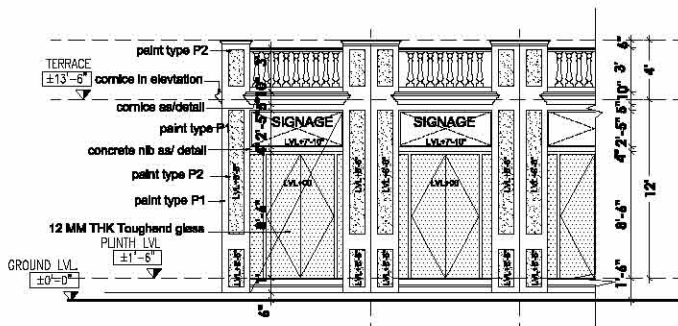
1. The plinth level will be taken from the office of divisional engineer (ph.) GMADA, S.A.S Nagar.
2. The site for 'BOOTH' shall be used for shops/offices on ground floor, and shall not be used for any other purposes whatsoever.
3. The site shall be constructed as per setbacks shown in the drawing and 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 display of advertisement is restricted to the prescribed place/location and prohibited at any other location.
7. The front corridor is for public use and its unauthorized usage is restricted.
8. Kota stone flooring 600x600mm shall be provided in the verandah 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 cutouts.
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 experienced office of Punjab govt.
16. Except water storage tanks and PH duct no structure such as air conditioners, machine room for lifts etc should be allowed to construct above parapet.
17. Only qualified 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.



GROUND FLOOR PLAN



TERRACE PLAN



FRONT ELEVATION

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

TOTAL AREA OF PLOT= 300 SQ FT
PERMISSIBLE FAR@1.00 = 300 SQ FT
FAR ON GROUND FLOOR= 300 SQ FT
TOTAL FAR ACHIEVED ON ALL FLOORS = 300 SQ FT

DOOR & WINDOW SCHEDULE			
S. NO.	DATE	CILL LVL.	SIZE
1	D1		5'-0"X8'-6"
2	GL1	0'-0"	1'-9"X 8'-6"
3	GL2	0'-0"	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), DISTT. 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.

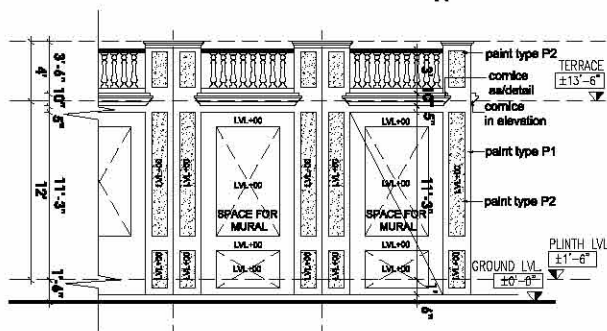
X.....
 (Sole/First Allottee)

X.....
 (Second Allottee)

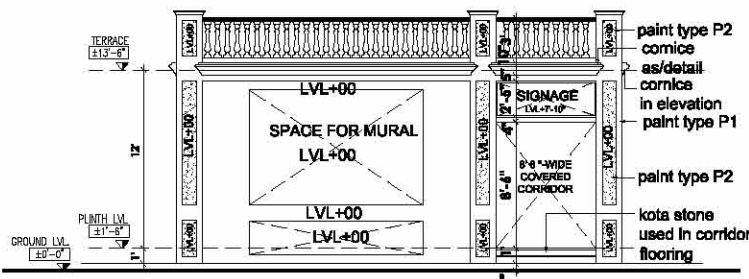
X.....
 (Third Allottee)

BOOTH SIZE 33.33 SQYD.

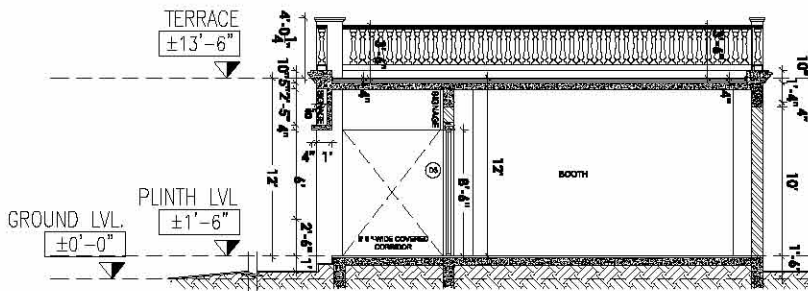
DRAWING NO. : DLF/MLP/BOOTHS/AR-101



REAR ELEVATION



SIDE ELEVATION



SECTION XX'

NOTES:

1. The plinth level will be taken from the office of divisional engineer (ph.) GMADA, 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 display of advertisement is restricted to the prescribed place/location and prohibited at any other location.
7. The front corridor is for public use and its unauthorized usage is restricted.
8. Kota stone flooring 600mX600m shall be provided in the verandah 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 cutouts.
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 experienced office of Punjab govt.
16. Except water storage tanks and PH duct no structure such as air conditioners, machine room for lifts etc should be allowed to construct above parapet.
17. Only qualified 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	CILL LVL.	SIZE
1	D1		5'-0"X8'-6"
2	GL1	0'-0"	1'-9"X 8'-6"
3	GL2	0'-0"	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), DISTT. 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 Allottee)

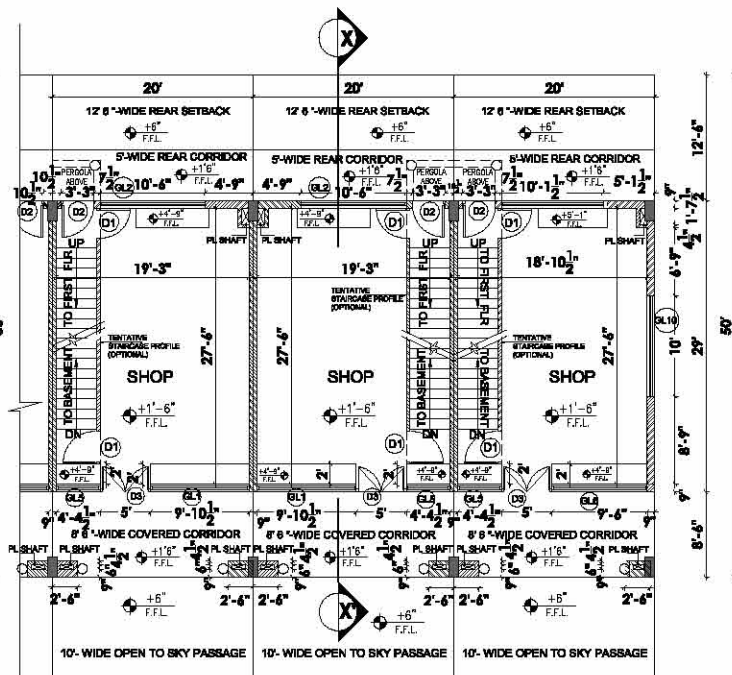
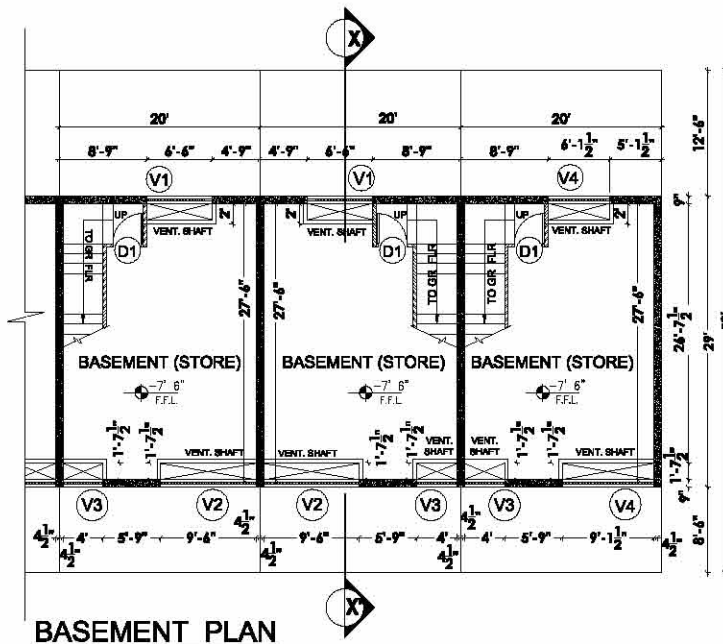
X.....
(Second Allottee)

X.....
(Third Allottee)

SCO SIZE 111.11 SQYD.

DRAWING NO. : DLF/MLP/SCO/AR-101

- NOTES:**
1. The plinth level will be taken from the office of divisional engineer (pl.) GMADA, S.A.S. Nagar.
 2. The site for SCO shall be used for shops/offices on ground floor, first floor and second floor 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 display of advertisement is restricted to the prescribed place/location and prohibited at any other location.
 7. The front corridor is for public use and its unauthorized usage is restricted.
 8. Kota stone flooring 600x600mm shall be provided in the verandah passage in front of the shops on ground floor.
 9. There is no restriction on location & number of staircases, which shall however be within the building line and as per GMADA bye-laws.
 10. The construction of basement within building line is compulsory as shown in the control drawing and it shall be used for storage only.
 11. The structural stability of shops shall be the whole responsibility of the owner or private architect.
 12. All sanitary and rainwater pipes shall be embedded in the walls.
 13. 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 eadouts.
 14. Placing of any pipe on elevation or on the common wall is prohibited.
 15. Electrical and telephone connections from the main line shall be provided by underground wiring.
 16. 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 experienced office of Punjab govt.
 17. Except water storage tanks and PH duct no structure such as air conditioners, machine room for lifts etc should be allowed to construct above parapet.
 18. Only qualified registered Architects are allowed to submit plans, supervise construction work and issue completion certificate.
 19. Provision for firefighting and safety shall be made as per rules and is mandatory.
 20. Toilet may be provided on any/all floors except basement.
 21. No boundary wall is permitted in the rear setback.
 22. The position of internal staircase is optional and can be changed.



S. NO.	DATE	CILL. LVL.	SIZE
1	D2		3-3'X 7'-0"
2	D3		5-0'X10'-0"
3	GL1	3'-3"	9'-10"X6'-9"
4	GL2	3'-3"	10'-6"X6'-9"
5	GL3	2'-6"	10'-6"X7'-6"
6	GL4	2'-6"	6'-10"X7'-6"
7	GL5	3'-3"	4'-8"X6'-9"
8	GL6	3'-3"	9'-5"X4'-9"
9	GL7	3'-7"	10'-1"X6'-5"
10	GL8	2'-6"	10'-1"X7'-6"
11	GL9	2'-6"	6'-6"X7'-6"
12	GL10	2'-6"	10'-0"X7'-6"
13	GL11	2'-6"	5'-0"X7'-6"
14	V1		6'-6"X2'-11"
15	V2		9'-6"X2'-11"
16	V3		4'-0"X2'-11"
17	V4		6'-1"X3'-3"

TOTAL AREA OF PLOT= 1000 SQ FT
 PERMISSIBLE FAR@1.75= 1750 SQ FT
 FAR ON GROUND FLOOR= 747.86 SQ FT
 FAR ON FIRST FLOOR= 747.86 SQ FT
 FAR ON SECOND FLOOR= 253.73 SQ FT
 TOTAL FAR ACHIEVED ON ALL FLOORS = 1748.85 SFT

SCO CONTROL DRAWING
 FOR SHOP NO. CML1/SCO 01 TO CML1/SCO 12
 CML1/SCO 14 TO CML1/SCO 24
 CML2/SCO 02 TO CML2/SCO 12
 CML2/SCO 14 TO CML2/SCO 44
 CML3/SCO 11 TO CML3/SCO 12
 CML3/SCO 14 TO CML3/SCO 48

TENTATIVE CONTROL DRAWINGS FOR SCO PLOTS (20'x50') OF DLF HYDE PARK ARCADE IN DLF HYDE PARK ESTATE , NEW CHANDIGARH (MULLANPUR LOCAL PLANNING AREA), DISTT. 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 Allottee)

X.....
 (Second Allottee)

X.....
 (Third Allottee)

FIRST FLOOR PLAN

SECOND FLOOR PLAN

TERRACE PLAN

SCO SIZE 111.11 SQYD.

DRAWING NO.: DLF/MLP/SCO/AR-101

NOTES:

- The plinth level will be taken from the office of divisional engineer (ph), GMADA, SAS Nagar.
- The site for SCO shall be used for shops/offices on ground floor, first floor and second floor shall not be used for any other purposes whatsoever.
- The site shall be constructed as per setbacks shown in the drawing and no variation is permitted in the front and rear building line.
- No variation is allowed in the front / rear facade. Door window sizes, facade finishes and materials shall be as specified in the drawing.
- The Height of each floor shall be as per this drawing.
- The display of advertisement is restricted to the prescribed place/location and prohibited at any other location.
- The front corridor is for public use and its unauthorized usage is restricted.
- Kota stone flooring 600x600mm shall be provided in the verandah passage in front of the shops on ground floor.
- There is no restriction on location & number of staircases, which shall however be within the building line and as per GMADA bye-laws.
- The construction of basement within building line is compulsory as shown in the control drawing and it shall be used for storage only.
- The structural stability of shops shall be the whole responsibility of the owner or private architect.
- All sanitary and Rainwater pipes shall be embedded in the walls.
- 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 subsoils.
- Placing of any pipe on elevation or on the common wall is prohibited.
- Electrical and telephone connections from the main line shall be provided by underground wiring.
- 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 experienced office of Punjab govt.
- Except water storage tanks and PH duct no structure such as air conditioners, machine room for lifts etc should be allowed to construct above parapet.
- Only qualified registered Architects are allowed to submit plans, supervise construction work and issue completion certificate.
- Provision for firefighting and safety shall be made as per rules and is mandatory.
- Toilet may be provided on any/all floors except basement.
- No boundary wall is permitted in the rear setback.
- The position of internal staircase is optional and can be changed.

S. NO.	DATE	CHG. LVL.	SIZE
1	D2		3-3'x7'-0"
2	D3		5-0'x10'-0"
3	GL1	3'-3"	9'-10" x 6'-9"
4	GL2	3'-3"	10'-6" x 6'-9"
5	GL3	2'-6"	10'-6" x 7'-6"
6	GL4	2'-6"	4'-10" x 7'-6"
7	GL5	3'-3"	4-4" x 6'-9"
8	GL6	3'-3"	9'-5" x 4'-9"
9	GL7	3'-7"	10'-1" x 6'-5"
10	GL8	2'-6"	10'-1" x 7'-6"
11	GL9	2'-6"	6'-6" x 7'-6"
12	GL10	2'-6"	10'-0" x 7'-6"
13	GL11	2'-6"	5-0" x 7'-6"
14	V1		6'-6" x 2'-11"
15	V2		9'-6" x 2'-11"
16	V3		4'-0" x 2'-11"
17	V4		6'-1" x 3'-3"

TOTAL AREA OF PLOT= 1000 SQ FT
PERMISSIBLE FAR@1.75= 1750 SQ FT
FAR ON GROUND FLOOR= 747.86 SQ FT
FAR ON FIRST FLOOR= 747.86 SQ FT
FAR ON SECOND FLOOR= 263.73 SQ FT
TOTAL FAR ACHIEVED ON ALL FLOORS = 1748.85 SFT

SCO CONTROL DRAWING
FOR SHOP NO. CML1/SCO 01 TO CML1/SCO 12
CML1/SCO 14 TO CML1/SCO 24
CML2/SCO 02 TO CML2/SCO 24
CML2/SCO 14 TO CML2/SCO 46
CML3/SCO 11 TO CML3/SCO 12
CML3/SCO 14 TO CML3/SCO 48

TENTATIVE CONTROL DRAWINGS FOR SCO PLOTS (20'x50') OF
DLF HYDE PARK ARCADE IN DLF HYDE PARK ESTATE , NEW CHANDIGARH
(MULLANPUR LOCAL PLANNING AREA), DISTT. SAS NAGAR, PUNJAB

DISCLAIMER :
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X.....

(Sole/First Allottee)

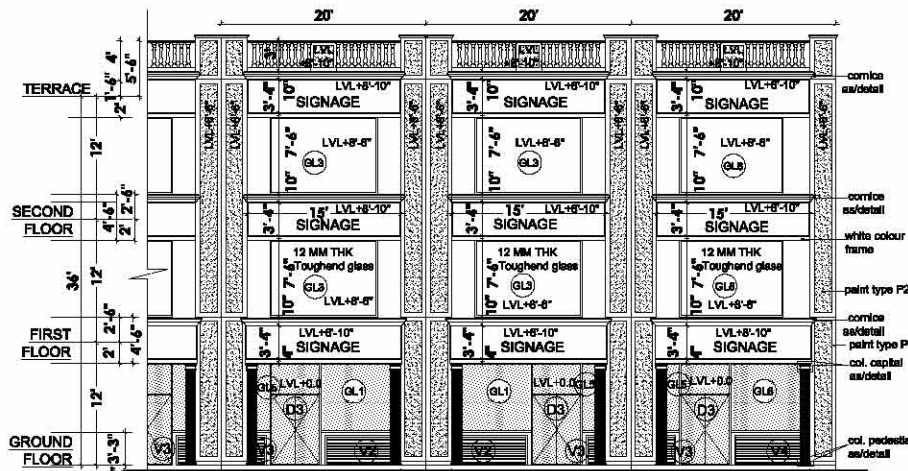
X.....

(Second Allottee)

X.....

(Third Allottee)

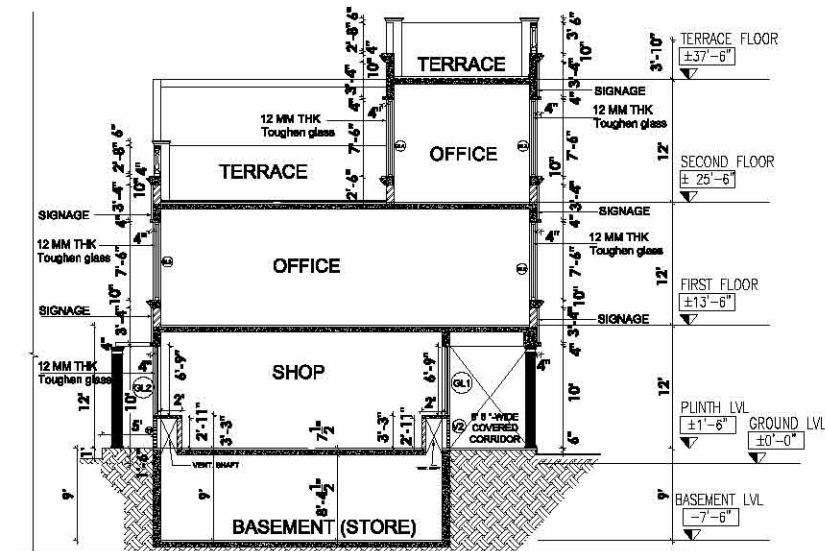
SCO SIZE 111.11 SQYD.



FRONT ELEVATION

- NOTES:**
1. The plinth level will be taken from the office of divisional engineer (ph.) GMADA, S.A.S. Nagar.
 2. The site for SCO shall be used for shops/offices on ground floor, first floor and second floor 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 slabs, 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 display of advertisement is restricted to the prescribed place/location and prohibited at any other location.
 7. The front corridor is for public use and its unauthorized usage is restricted.
 8. Kota stone flooring 600x600mm shall be provided in the verandah passage in front of the shops on ground floor.
 9. There is no restriction on location & number of staircases, which shall however be within the building line and as per GMADA byelaws.
 10. The construction of basement within building line is compulsory as shown in the control drawing and it shall be used for storage only.
 11. The structural stability of shops shall be the whole responsibility of the owner or private architect.
 12. All sanitary and Rainwater pipes shall be embedded in the walls.
 13. 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 cutouts.
 14. Placing of any pipe on elevation or on the common wall is prohibited.
 15. Electrical and telephone connections from the main line shall be provided by underground wiring.
 16. 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 experienced office of Punjab govt.
 17. Except water storage tanks and PH dust no structures such as air conditioners, machine room for lifts etc should be allowed to construct above parapet.
 18. Only qualified registered Architects are allowed to submit plans, supervise construction work and issue completion certificate.
 19. Provision for firefighting and safety shall be made as per rules and is mandatory.
 20. Toilet may be provided on any /all floors except basement.
 21. No boundary wall is permitted in the rear setback.
 22. The position of internal staircase is optional and can be changed.

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



SECTION-X-X'

SCO CONTROL DRAWING
 FOR SHOP NO. CML1/SCO 01 TO CML1/SCO 12
 CML1/SCO 14 TO CML1/SCO 24
 CML2/SCO 02 TO CML2/SCO 12
 CML2/SCO 14 TO CML2/SCO 46
 CML3/SCO 11 TO CML3/SCO 12
 CML3/SCO 14 TO CML3/SCO 48

TENTATIVE CONTROL DRAWINGS FOR SCO PLOTS (20'x50') OF DLF HYDE PARK ARCADE IN DLF HYDE PARK ESTATE , NEW CHANDIGARH (MULLANPUR LOCAL PLANNING AREA), DISTT. SAS NAGAR, PUNJAB

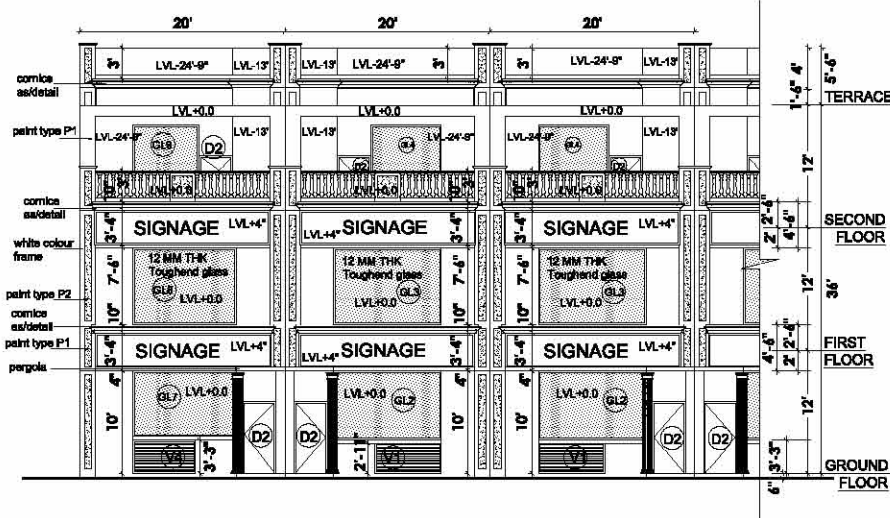
DISCLAIMER :
 FORMALLY APPROVED DRAWINGS, WITH ANY CHANGES THEREOF, SHALL BE PROVIDED TO THE APPLICANT AS AND WHEN AVAILABLE AND THE APPLICANT AGREES TO ABIDE BY THE SAME.

X.....
 (Sole/First Allottee)

X.....
 (Second Allottee)

X.....
 (Third Allottee)

SCO SIZE 111.11 SQYD.



REAR ELEVATION

- NOTES:**
1. The pinth level will be taken from the office of divisional engineer (ph.) GMADA, SAS Nagar.
 2. The site for SCO shall be used for shops/offices on ground floor, first floor and second floor 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 display of advertisement is restricted to the prescribed place/location and prohibited at any other location.
 7. The front corridor is for public use and its unauthorized usage is restricted.
 8. Kote stone flooring 500x500mm shall be provided in the verandah passage in front of the shops on ground floor.
 9. There is no restriction on location & number of staircases, which shall however be within the building line and as per GMADA byelaws.
 10. The construction of basement within building line is compulsory as shown in the control drawing and it shall be used for storage only.
 11. The structural stability of shops shall be the whole responsibility of the owner or private architect.
 12. All sanitary and Rainwater pipes shall be embedded in the walls.
 13. 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 cutouts.
 14. Placing of any pipe on elevation or on the common wall is prohibited.
 15. Electrical and telephone connections from the main line shall be provided by underground wiring.
 16. 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 experienced office of Punjab govt.
 17. Except water storage tanks and PH duct no structure such as air conditioners, machine room for lifts etc should be allowed to construct above parapet.
 18. Only qualified registered Architects are allowed to submit plans, supervise construction work and issue completion certificate.
 19. Provision for firefighting and safety shall be made as per rules and is mandatory.
 20. Toilet may be provided on any /all floors except basement.
 21. No boundary wall is permitted in the rear setback.
 22. The position of internal staircase is optional and can be changed.

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

SCO CONTROL DRAWING
 FOR SHOP NO. CML1/SCO 01 TO CML1/SCO 12
 CML1/SCO 14 TO CML1/SCO 24
 CML2/SCO 02 TO CML2/SCO 12
 CML2/SCO 14 TO CML2/SCO 46
 CML3/SCO 11 TO CML3/SCO 12
 CML3/SCO 14 TO CML3/SCO 48

TENTATIVE CONTROL DRAWINGS FOR SCO PLOTS (20'x50') OF DLF HYDE PARK ARCADE IN DLF HYDE PARK ESTATE , NEW CHANDIGARH (MULLANPUR LOCAL PLANNING AREA), DISTT. 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 Allottee)

X.....
 (Second Allottee)

X.....
 (Third Allottee)

3)1. Shri/Smt.
First Name Middle Name

Last Name

S/D/W of

Resident of

City State

Pincode

*2. Shri/Smt.
First Name Middle Name

Last Name

S/D/W of

Resident of

City State

Pincode

(* 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;

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 partner authorised by resolution dated _____ 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

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 (Sole/First Allottee)

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 (Second Allottee)

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 (Third Allottee)

WHEREAS the User has entered into the Agreement (hereinafter defined) for the purchase of the Said Commercial Plot (hereinafter defined) in the Said Project(hereinafter defined) and has taken possession / is in 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 Project and the Common Areas and Facilities situated within the Said Project 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 Commercial Plot buyer's agreement dated _____ entered into between the Company and the User for the sale of the Said Commercial Plot to the User.

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

“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 Commercial Plot to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 598/- per sq.mtr. approx. of the Plot Area of the Said Commercial Plot. 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 with 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.

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

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 Commercial Plot 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 Commercial Plot. The maintenance charges will be calculated on the basis of actual cost of Maintenance Services.

The Maintenance Charges with respect to the Said Commercial Plot will be computed as under:

(Total cost of Maintenance Services/ Total area of all the Said Project) X Total Area of the Said Commercial Plot

“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 Commercial Plot” shall mean the commercial plot applied for by the Allottee, details of which have been set out in the Agreement and includes any alternative commercial plot, if allotted to the Allottee in lieu of the Said Commercial Plot.

“Said Project” means the HYDE PARK ESTATE, being developed on 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 including 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 the feminine and neuter 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 Commercial Plot 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.

The Maintenance Services shall include the following :

A. For the Said Project

- (i) Maintenance of the Common Areas and Facilities,

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

- (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 under bulk electric supply scheme, and sub-stations connected with supply of electrical energy and equipments installed in the Said Project for filtration, water supply, sewerage, sewage treatment plant, water treatment plant in the Said Project.
- (iv) Security services for the Said Project.
- (v) Insurance of the Said Project including any structure, equipments installed in the 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.

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 Project/ Said Commercial Plot is located.

B. Utilities:

The Maintenance Agency shall bill, monthly, for the consumption of electrical energy inside the Said Commercial Plot based on number of units consumed as indicated by the meter(s) installed in the Said

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

Commercial Plot at pre-determined rates (which for want of a more suitable standard / rate shall correspond) to the rates charged by PSPCL to its direct consumers) falling in the schedule of tariff as applicable from time to time to the Said Commercial Plot. 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 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 Commercial Plot. 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 commercial plots. It is clarified and understood by the Users that Maintenance Charges are inclusive of cost incurred in arranging electrical energy from PSPCL and 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----- 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 Chandigarh 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 Commercial Plot, at any time, without any further notice.
- (vi) Notwithstanding anything contained herein, the Maintenance Agency shall have the first charge on the Said Commercial Plot for the recovery of the aforesaid unpaid amounts (including interest thereon).

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(Sole/First Allottee)

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(Third Allottee)

- (vii) 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.
- (viii) All returned/dishonored 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 dishonored cheques.
- (ix) 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 -----of this Agreement.
- (x) 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 Commercial Plot 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 Commercial Plot owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any Commercial Plot owner.
- (xi) 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 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 Commercial Plot 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 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.

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(Sole/First Allottee)

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(Third Allottee)

- (iv) The User shall maintain the Said Commercial Plot 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 Commercial Plot, 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 Project or change or alter or make additions to the Said Commercial Plot and keep the Said Commercial Plot, 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 Project 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 Commercial Plot or anywhere on the exterior of the Said Commercial Plot 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 Commercial Plot or place any heavy material in the Common Areas and Facilities including the common passages or staircase of the Said Commercial Plot. The User shall also not remove any wall, including the outer and load bearing wall of the Said Commercial Plot. The User shall plan and distribute the User's electrical load in conformity with the electrical systems installed by the Company. 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 Commercial Plot, 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 as the case may be, including but not limited to 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 saleable vision 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 Commercial Plot /Said Project including those or due to electrical devices installed in the Said Commercial Plot. The hazards aforesaid originating from the Said Commercial Plot /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

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(Second Allottee)

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(Third Allottee)

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 Commercial Plot 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.
- (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 Commercial Plot, as the said obligations go along with the Said Commercial Plot 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.
- (x) 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:

In the event of any differences or disputes arising between the parties herein in connection with or arising out of this Agreement including matters connected with the accuracy of bills, supply of Maintenance

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

Services or interpretation of any of the terms and conditions hereof, which cannot be determined amicably, or settled through an agreement between the parties herein, the matter shall be referred to arbitration of sole arbitrator to be appointed by the Maintenance Agency and whose decision shall be final and binding upon the parties. The User hereby confirms that the User shall have no objection to this appointment even if the person so appointed, as the arbitrator, is an employee or advocate of the Maintenance Agency or is otherwise connected to the Maintenance Agency and the User confirms that notwithstanding such relationship/connection, the User shall have no doubts as to the independence or impartiality of the said arbitrator. Reference to arbitration shall be without prejudice to the right of the Maintenance Agency to effect recovery of arrears of dues (through disconnection of supply or otherwise). The arbitration proceedings shall be held at an appropriate location to be decided by the arbitrator and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto. The Courts at Kharar and the Punjab and Haryana High Court at Chandigarh shall alone have the jurisdiction.

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

For and on behalf of

WITNESSES

M/s _____

1. Signature _____

Name _____

(AUTHORISED SIGNATORY)

Address _____

2. Signature _____

For and on behalf of

Name _____

M/s _____ LTD.DD

Address _____

(AUTHORISED SIGNATORY)

Mr./Mrs./M/s _____

[User(s)]

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

ANNEXURE-I (of Annexure IV)

APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

NO.

DATE:

CONNECTION NO.:

To

The Manager,

_____, **Mullanpur.**

The Allottee agrees to take from PSPCL, (hereinafter called “_____”) at the Said Commercial Plot 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 _____ from time to time. The Allottee assures that the Allottee shall when required by _____ 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			

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

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 Allottee)

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(Second Allottee)

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(Third Allottee)

TERMS AND CONDITONS OF SUPPLY OF ELECTRICAL ENERGY

_____ shall, after receiving permission for bulk supply of electrical energy from 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 Commercial Plot” shall mean the commercial plot applied for by the Allottee, details of which have been set out in the Agreement and includes any alternative commercial plot, if allotted to the Allottee in lieu of the Said Commercial Plot.
- (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 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 Commercial Plot/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 Commercial Plot.

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(Second Allottee)

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(Third Allottee)

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 Commercial Plot 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 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 Commercial Plot 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 commercial plot.

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 Commercial Plot 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

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(Third Allottee)

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 Commercial Plot 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.
- (f) In case Maintenance Agency, at any time, detects the meter at the Said Commercial Plot 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 Plot 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.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

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 Commercial Plot, 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 Commercial Plot, 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 connection provided in the Said Commercial Plot 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 Commercial Plot 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 Commercial Plot 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.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

13. Security Deposit:

Before commencement of supply of electrical energy to the Said Commercial Plot, 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-II 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 Commercial Plot 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 Commercial Plot 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 commercial plot 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.

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-II. 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.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

18. Access to Said Commercial Plot:

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 Chandigarh and shall be in accordance with the Arbitration and Conciliation Act, 1996 and statutory modifications thereto. The Courts at Kharar and the Punjab and Haryana High Court at Chandigarh 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 Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

ANNEXURE – II (of Annexure IV)

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.

X.....
(Sole/First Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

ANNEXURE-V

APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION

(To be filled up by the Allottee)

From:

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

To,

The Secretary

Mullanpur.

Sir,

I have entered into an Agreement with M/s. _____ to purchase a commercial plot No. _____

Kindly enroll me as a member of _____ (Please confirm the 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 Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)

ANNEXURE –VI

UNDERTAKING

I _____ S/W/D/o,Sh. _____
R/o _____
have been allotted commercial plot no. _____ in Hyde Park Estate, Mullanpur. I am aware that
M/s _____
(the 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 Allottee)

X.....
(Second Allottee)

X.....
(Third Allottee)



Delhi Office : Ground Floor, DLF Centre, Sansad Marg, Delhi 110001
Chandigarh City Office : SCO 190-191-192, Sector-8C, Chandigarh
Sales Office at Mullpanpur : Hyde Park Estate, Chandigarh Siswan Road,
Mullanpur Barrier, Mullanpur, District SAS Nagar, Punjab
Toll Free : 1800 103 3534 | **Email** : homes@dlf.in | **Website** : www.dlf.in