

DLF India Limited

Application for Allotment of a Plot in Hyde Park Estate, New Chandigarh, (Mullanpur Local Planning Area), District SAS Nagar, Punjab.

DLF India Limited
Shop No. 101-102,
1st Floor, DLF City Centre Mall,
Rajiv Gandhi IT Park, Kishangarh,
Chandigarh-160101.

Dear Sir(s),

The Applicant understands that the Company (hereinafter defined) is promoting the Said Project (hereinafter defined). The Applicant requests that the Applicant may be allotted a residential plot in the Said Project as per the Company's:

Down Payment Plan / Installment Payment Plan

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

The Applicant has read and understood the terms and conditions of this Application stated hereinafter and is agreeable to the same.

The Applicant encloses herewith a sum of Rs.**12,00,000/- / 15,00,000/- (Rupees _____ only) by way of a bank draft/ pay order/cheque no. _____ dated _____, drawn in favour of "DLF India Ltd, Collection Account", payable at par at Chandigarh towards the booking amount.

(** strike whichever is not applicable)

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

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

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(Sole/First Applicant)

X.....
(Second Applicant)

forfeited. The Applicant is aware that the layout plan (attached as Annexure-II) of the project has been approved vide letter memo no. 1585 CTP (PB) MPM -133 dated 4th March 2011 issued by CTP, Punjab. Necessary zoning plan for development of the Said Project shall be submitted by the Company to the Chief Town Planner, Punjab at Chandigarh. The Applicant understands that if for any reasons the Company is not in a position to finally allot the Said Plot within a period of one year from the date of this Application, the Company shall refund the booking amount deposited by the Applicant, with simple interest @ 6% per annum calculated for the period such amount has been lying with the Company for which the Applicant will give notice to the Company. The Company shall refund the amounts within 30 days of receipt of the notice for refund from the Applicant. The Applicant understands that the Company shall have no other liability of any kind except the refund of such amounts.

The Applicant acknowledges that the Company has provided all the information and clarifications as required by the Applicant and the Applicant is fully satisfied with the same and the Applicant has only relied on his/her own judgment and investigation while applying for the allotment of the Said Plot and has not relied upon and/or influenced by 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 Plot. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.

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

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

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

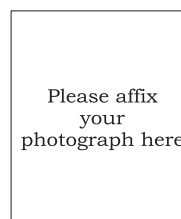
1 (i) SOLE OR FIRST APPLICANT

Mr./Mrs./Ms. _____

S/W/D of _____

Nationality _____ Age _____ years, Profession _____

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



Income Tax Permanent Account No. _____

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

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel.No.: _____

Mobile : _____ E-Mail ID: _____

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

X.....
(Second Applicant)

(ii) SECOND APPLICANT

Please affix
your
photograph here

Mr./Mrs./Ms. _____

S/W/D of _____

Nationality _____ Age _____ years, Profession _____

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

Income Tax Permanent Account No. _____

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

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel.No.: _____

Mobile : _____ E-Mail ID: _____

OR

**M/s. _____ a partnership firm duly registered under the Indian Partnership Act 1932, through its partner Shri/ Smt. _____ authorised by resolution dated _____ (copy of the resolution signed by all Partners required). PAN/ TIN: _____ Registration no. _____

OR

**M/s. _____ a Company registered under the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at _____ through its duly authorised signatory Shri/Smt. _____ authorised by Board resolution dated _____ (copy of Board resolution along with a certified copy of Memorandum & Articles of Association required).

PAN : _____

(**Delete whichever is not applicable)

2. DETAILS OF SAID PLOT

Plot no. : _____,

Plot area : _____ sq. mtr (approx.) _____ sq. yds (approx.)

3. DETAILS OF PRICING:

Basic sale price: Rs. _____/- per sq. mtr. (Rs. _____ per sq yd.) aggregating to Rs. _____/- (Rupees _____ only).

Preferential Location Charges (PLC) as described hereunder:

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

X.....
(Second Applicant)

Preferential Location Attribute(s)

Charges per sq. mtr (per sq. yd.)

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

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

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

4. DECLARATION:

The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed there from.

Date : _____

Yours faithfully,

Place : _____

Signature of First Applicant

Signature of Second Applicant

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

-----FOR OFFICE USE ONLY-----

RECEIVING OFFICER :

Name : _____

Signature : _____

Date : _____

1. ACCEPTED / REJECTED

2. DETAILS OF SAID PLOT

Plot no. : _____,

Plot area : _____ sq.mtr. (approx.) _____ sq.yds. (approx.)

3. DETAILS OF PRICING:

Basic sale price: Rs. _____/- per sq. mtr., (Rs. _____ per sq. yds.) aggregating to Rs. _____/- (Rupees _____ only).

Preferential Location Charges (PLC) as described hereunder:

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

X.....
(Second Applicant)

Preferential Location Attribute(s)**Charges per sq. mtr. (per sq. yd.)**

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

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

Total Price : Rs. _____ (Rupees _____ only)

4. **PAYMENT PLAN:** Down Payment Plan / Installment Payment Plan
5. **Payment received vide** Cheque/DD/Pay Order No. _____ dated _____ for Rs. _____/- out of NRE/NRO/FC/SB/CUR/CA Account Number _____
6. **Booking receipt no.** _____ dated _____
7. **BOOKING : DIRECT / THROUGH SALES ORGANISER (BROKER) Contract Validity of Sales Organiser :** _____
8. **Broker's Name, & Address :** _____

Receiving officer

9. Check-list for Receiving Officer:

- (a) Booking amount.
- (b) Customer's signature on all pages of the application form at places marked as "X". (c) PAN No. & Copy of PAN Card / Form 60 / Form 49 A.
- (d) For companies: certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under common seal of the company.
- (e) For Foreign nationals of Indian origin: Foreign inward remittance from the account of the Applicant/ NRE/ FCNR A/c of the Applicant / IPI-7/ passport photocopy.
- (f) For NRI: Copy of passport/foreign inward remittance from the account of the Applicant/ NRE / NRO A/c of the Applicant.
- (g) For Partnership Firm: Partnership deed, firm registration certificate and authorization to purchase.

Date : _____

Place : _____

Sales-Head

SIGNATURE

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

X.....
(Second Applicant)

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR
ALLOTMENT OF A PLOT IN HYDE PARK ESTATE, NEW CHANDIGARH
(Mullanpur Local Planning Area), DISTRICT SAS NAGAR, PUNJAB**

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

Definitions and Interpretation:

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

“Act” shall mean the Punjab Apartment & Property Regulation Act 1995, Punjab Apartment Ownership Act 1995 and or any statutory amendments or modifications thereto.

“Additional PLC” means the charges payable in addition to the PLC for the Said Plot being additionally preferentially located calculated on per sq yard/sq meter basis of the plot area of the Said Plot.

“Agreement” means the Plot Allotment Agreement for the Said Plot to be executed by the Applicant and the Company.

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

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

“Company” shall mean **DLF India Limited**, having its registered office at **I-E, Jhandewalan Extension, Naaz Cinema Complex, New Delhi-110055** and includes its affiliates, subsidiary (ies), associate (s) and holding company.

“Earnest Money” means 15% of the Total Price of the Said Plot.

“External Development Charges (EDC)” shall mean charges for external development levied/leviable on the Said Project by whatever name called or in whatever form and with all such conditions imposed by Government or any other competent authority(ies) and includes any increase in such charges;

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

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

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(Sole/First Applicant)

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(Second Applicant)

- (d) non-availability of cement, steel or other construction/ development material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals including but not limited to grant of environmental clearances for the Said 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) Delay in providing of the services including but not limited to sector roads, trunk sewage, storm water drainage, power supply etc. by Government or any other authority.
- (i) any event or circumstances analogous to the foregoing.

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

“IBMS” means the interest bearing maintenance security to be paid by the Applicant in respect of the maintenance and upkeep of the Said Project/ Said Plot such security to be paid to the Company or to the Maintenance Agency @ Rs.598/- per sq. mtr./ Rs.500/- per sq.yd as per the payment plan in respect of the Said Plot. IBMS shall carry a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March to be adjusted in the manner to be stated in the Agreement.

“IDC” shall mean the infrastructure development charges levied/leviable (by whatever name called, now or in future) by the Governmental authority or any other competent authority with a view to recover the cost of infrastructure development including but not limited to State/National Highways, transport, irrigation facilities, power and water facilities and/or any additional levies, fees, cesses, charges and any further increase in any such charges.

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

“Non Refundable Amounts” means interest paid or due on delayed payments, brokerage, etc.

“PLC” means charges for the preferential location of the Said Plot payable as applicable to be calculated on per sq mtrs/per sq yds basis of the plot area of the Said Plot, as mentioned in item no.3 of this Application, hereinabove.

“Said Plot” shall mean the residential plot applied for by the Applicant, details of which have been set out in this Application and includes any alternative plot, if allotted to the Applicant in lieu of the Said Plot.

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(Sole/First Applicant)

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(Second Applicant)

“Said Project” means the project to be developed under the name and style of “HYDE PARK ESTATE” on a land presently admeasuring about 150 acres approx. with its future expansions being situated at Mullanpur Local Planning Area, District SAS Nagar, Punjab, comprising of residential plots/ commercial & institutional complex/ convenient shopping centre, school, etc. as per the layout plan approved by CTP Punjab or any subsequent/ revised Layout plan(s) so approved. The Location plan is attached as **Annexure-III**.

“Taxes” shall mean any and all taxes paid or payable by the Company by way of value added tax (VAT), state sales tax, central sales tax, works contract tax, service tax, cesses, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Project/Said Plot now or in future.

“Total Price” means the amount payable for the Said Plot which includes basic sale price of the Said Plot, PLC and Additional PLC (if the Said Plot is preferentially/ additionally preferentially located), but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application / Agreement, including but not limited to -

- i) IBMS,
- ii) EDC, any increase in the EDC, as levied by the Government of Punjab
- iii) IDC, any increase in the IDC as may be levied by the Government of Punjab, iv) IAC, any increase in the IAC as may be levied by the Government of Punjab,
- v) Wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Project/Said Plot,
- vi) Maintenance charges, property tax, municipal tax related to the Said Plot,
- vii) Stamp duty, registration and incidental charges as well as expenses with regard to the Agreement and conveyance deed etc,
- viii) Taxes
- ix) Club membership and subscription charges, as applicable.
- x) Power back-up charges and cost/charges for setting up of electric sub-station, as applicable
- xi) Any other charges that may be payable by the Applicant as per the other terms of the Application and such other charges as may be demanded by the Company.

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

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

TERMS AND CONDITIONS:

1. The Applicant has applied for allotment of the Said Plot and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development of the Said Project/Said Plot and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Said Project /Said Plot is being developed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and cannot be withdrawn.

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(Sole/First Applicant)

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(Second Applicant)

2. The Applicant shall pay the Total Price of the Said Plot in accordance with the payment plan opted by the Applicant and in addition, the Applicant shall also be liable to pay all other amounts, charges and dues as mentioned in this Application and the Agreement. The Applicant agrees and understands that the Total Price of the Said Plot is calculated on the basis of the plot area which is tentative and subject to change at the sole discretion of the Company or as may be directed by the competent authority(ies). The Applicant agrees that any increase or decrease in plot area shall be payable or refundable at the rate mentioned in this Application.
3. Subject to the other terms and conditions of this Application/ Agreement, on and after the payment of the Total Price and other charges and dues as per the Application/ Agreement, the Applicant shall have the ownership of the Said Plot only.
4. The Applicant agrees that the Applicant shall not have any right in any other lands, commercial premises, buildings, shops, club, school, health centre etc., if any, constructed in the Said Project. The Company shall be free to dispose off the same on such terms and conditions, as it may deem fit. The Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, other land(s), commercial premises, club, school, health centre etc., or in their operation and management including but not limited to creation of further rights in favor 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, institutions, trust and / or local bodies, which the Company may deem fit in its sole discretion.
5. The Applicant confirms and represents that the Total Price and other charges and dues mentioned in this Application and the Agreement do not include any payment whatsoever for any land(s), building(s), club, common areas, facilities and amenities falling outside the Said Plot if any owned by the Company and that the Company has not indicated/ promised/represented/ given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right, title or interest of any kind whatsoever in any land(s), club, shop, building(s) etc. falling outside the Said Plot. The Applicant understands and affirms that the Company may carry out extensive developmental / construction activities in future in the entire area falling outside the Said Plot and the Applicant shall not have any right to object or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant due to such developmental /construction activities or incidental / related activities. It is agreed by the Applicant that all rights including the ownership thereof of land(s), facilities and amenities outside the Said Plot, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and/or any local body(ies) which the Company may deem fit in its sole discretion.
6. The Applicant agrees and acknowledges that in the zoning plan, as may be approved by the competent authorities there would be restrictions including but not limited to, on the number of floors and/or number of Dwelling units to be constructed by the Applicant on the Said Plot and other norms imposed by the competent authority (ies). The construction by the Applicant shall not exceed the number of floors and/or number of Dwelling units and shall not violate any other norm as may be stipulated in the zoning plan. The Applicant specifically agree(s) that the Said Plot shall not be partitioned / sub-divided / fragmented / remodeled / additionally constructed in any manner to create more dwelling units as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the competent authority(ies). Further the Applicant specifically undertake(s) to strictly abide by all norms and conditions of

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(Sole/First Applicant)

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(Second Applicant)

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 Plot, as may be applicable from time to time. It is made clear to the Applicant that it is not permissible to join the Said Plot to any adjacent plot or plot behind it and that the same if permissible is subject to the approval of the competent authority. The approval of the building plan(s), occupation certificate shall be the responsibility of the Applicant and the cost of the same shall be borne by the Applicant alone.

7. In addition to the Total Price and other charges mentioned in the Application/Agreement, the Applicant shall pay amounts towards the club facility to be provided in the Said Project, such as:

- a) Membership Fee : Rs. 1,00,000/- for 5 years
- b) Annual Club Charges : Rs. 6,000/- p.a.
- c) Refundable Security Deposit : Rs. 20,000/- (without interest)

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

8 (a) The Applicant agrees and understands that in addition to Total Price, the Applicant shall be liable to pay any and all Taxes, which shall be charged and paid as follows:

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

8 (b) In addition to the Total Price and other charges, as mentioned in the Application/Agreement, the Applicant agrees and undertakes to pay the following charges:

- i) Cost for providing power back up including that of equipments, DG set , cabling, installation etc .
- ii) All deposits and charges paid/payable by the Company to Punjab State Electricity Board (PSEB) or any other body.
- iii) Proportionate share towards the cost incurred by the Company for construction/ installation of sub-station/ power house/transformers/ equipments, etc.
- iv) Charges /costs for providing connection from feeder pillars upto the Said Plot including any deposits and cost for meter installation.

The aforementioned charges shall be paid as and when demanded by the Company and the determination of the proportionate share by the Company shall be final and binding upon the Allottee. The Allottee agrees that in case of failure of the Allottee to pay any of the aforementioned

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(Sole/First Applicant)

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(Second Applicant)

charges, the same shall be treated as un-paid sale price of the Said Plot and the Company shall have the discretion to withhold the registration of the Said Plot and/or resume the Said Plot.

9. The Applicant agrees that if due to any change in the lay-out plan of the Said Project/Said Plot:-
 - a) The Said Plot ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be refunded without any interest and such refund shall be made / adjusted in the last installment as stated in the payment plan as opted by the Applicant.
 - b) The Said Plot becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant shall pay PLC of the Said Plot to the Company as applicable and as demanded by the Company
 - c) The Said Plot becomes additionally preferentially located the Applicant shall pay Additional PLC to the Company as applicable and in the manner as demanded by Company.

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

10. (a) The Applicant agrees to pay EDC as presently calculated as per the data available with the Company and as is stated and demanded as a part of the payment plan by the Company. It is understood by the Applicant that the amount of EDC as mentioned in the payment plan is only an estimate based on the data presently available with the Company. The Applicant agrees to make payment towards any increase in EDC levied/ leviable by the Government or any other competent authority(ies), by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies). The pro-rata demand made by the Company to the Applicant with regard to increase in EDC shall be final and binding on the Applicant. If the increased EDC is not paid, then same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If the increased EDC is levied (including with retrospective effect) after the conveyance deed has been executed, then the same shall be treated as unpaid sale price of the Said Plot and the Company shall have the first charge and lien over the Said Plot till such unpaid charges are paid by the Applicant.
 - (b) The Applicant agrees to make payment of IAC/IDC and any increase in IAC/IDC as and when levied/ leviable by the Government or any other competent authority(ies), by whatever name called or in whatever form and with all such conditions imposed by the Government and/or any competent authority(ies). The pro-rata demand made by the Company to the Applicant with regard to levy of IAC/IDC and/or increase in IAC shall be final and binding on the Applicant. If the IAC/IDC, increased IAC/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 IAC/IDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Plot and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Plot till such unpaid charges are paid by the Applicant
11. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this Application/Agreement. In case the Applicant wants to avail of a loan facility from financing bodies to facilitate the purchase of the Said Plot then:-

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(Sole/First Applicant)

X.....
(Second Applicant)

- (i) The terms of the financing agency shall exclusively be binding and applicable upon the Applicant.
- (ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Applicant. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Applicant.

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

It is further agreed and confirmed by the Applicant that the Company or its subsidiaries/ affiliates shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by the State Electricity Boards. The Applicant agrees and confirms that he shall pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates. The Applicant confirms and understands that such power generating and / or supplying equipment may during its operation cause inconvenience to the Applicant and the Applicant shall have no objection to the same. The Applicant shall be liable to pay the consumption charges thereof. The Applicant shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Applicant ownership of the Said Plot. This clause shall survive the conveyance of the Said Plot or any subsequent sale / resale or conveyancing thereof.

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

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(Sole/First Applicant)

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(Second Applicant)

In case of any major modification or alteration of the lay out resulting in $\pm 20\%$ change in the plot area of the Said Plot, at any time prior to and/or upon the issuance of possession letter by the Company or as may be verified by the Company's architect or as directed by the competent authority, the Applicant will be duly informed in writing by the Company of such change and the difference in price of the Said Plot to be paid by the Applicant or refunded to the Applicant by the Company, as the case may be. The Applicant agrees to inform the Company, in writing, objections to the changes within thirty (30) days from the date of such notice, failing which the Applicant shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant objects to such change in writing, within the permitted time, and the Company decides to go ahead with changes, then the allotment shall be deemed cancelled and the Company shall be liable only to refund the entire money received from the Applicant with interest @ 6% per annum only and the Applicant agrees that the Applicant shall have no other claim or right to raise any dispute and the Company shall be free to deal with/dispose off the Said Plot in any manner in which it may deem fit.

The Applicant agrees that any increase or reduction in the plot area of the Said Plot shall be payable or refundable (without any interest) at the rate per sq. mtr. / sq. yds., as mentioned in this Application.

14. The Applicant agrees and undertakes to pay any and all government rates, tax on land, municipal tax, property tax, wealth tax, fees, cess, levies or charges 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 Plot or land appurtenant thereto as the case may be as assessable or applicable from the date of Application. The Applicant shall be liable to pay all the levies and fees on pro rata basis as determined by the Company and the determination of the share shall be final and binding on the Applicant till the Said Plot is assessed separately.
15. Subject to other terms of this Application and the Agreement including but not limited to timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Company will endeavour to offer possession of the Said Plot within 24 (Twenty Four) months from the date of execution of the Agreement or within any extended period or periods. Any delay by the Applicant in taking the possession and getting the conveyance deed executed would attract holding charges @ Rs.50/- per sq. mtr per month/ Rs 42/- per sq yard per month of the plot area of the Said Plot for any delay of one month or any part thereof. Subject to the terms and conditions of the Agreement, in case of delay (except for Force Majeure conditions) by the Company in offer of possession of the Said Plot, the Company shall pay compensation @ Rs.50/ per sq. mtr per month/ Rs 42 per sq yard per month of the plot area of the Said Plot to the Applicant, which both parties agree is a just and equitable estimate of the damages that the Applicant may suffer and the Applicant agrees that it shall have no other rights/claims whatsoever, provided the Applicant is not in a breach of any of the terms of this Application/Agreement. The adjustment of such compensation shall be done at the time of execution of conveyance deed.
16. The Applicant agrees and understands that the Applicant shall complete the construction on the Said 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 Applicant fails to complete the construction on the Said Plot within the stipulated period, the Company shall be entitled to proceed against the Applicant according to the terms and conditions of the Agreement and seek all such remedies against the Applicant in terms of the Agreement and according to law. The Company may, at its sole discretion extend the period for the aforesaid construction upon the Applicant making payment of late construction charges @ Rs.50/- per sq. mtr per month/ Rs 42/- per sq yard per

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(Sole/First Applicant)

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(Second Applicant)

month for the first delay of one year. Thereafter, the late construction charges may be increased, if the delay continue beyond a period of 12(twelve) months. These charges are distinct and separate from the holding charges, payable by the Applicant.

17. The Applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said project may be handed over to the Maintenance Agency. The Applicant agrees to enter into a maintenance agreement with the Company or the Maintenance Agency and undertakes to pay maintenance bills/ charges thereof. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become payable from the date of grant of occupation certificate / expiry of 30 days from the date of issue of notice of possession, whichever is earlier, irrespective of whether physical possession has been taken or not. The Applicant shall pay the IBMS at the time of offer of possession and/or as and when demanded by the Company for securing the maintenance charges payable for the maintenance and upkeep of the said Complex including any further increase in such charges.

The Applicant agrees and understands that in case the Applicant fails to pay the Maintenance Charges, then; (a) the Applicant shall not be entitled to avail any services, (b) and the amount of Maintenance Charges shall be first adjusted from the interest accrued on the IBMS and if the interest falls short of the amount of Maintenance Charges, then such short fall shall be adjusted out of the principal amount of IBMS.

18. The Applicant shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty, corporation tax and all other incidental and legal expenses for the execution and registration of the Agreement/ conveyance deed of the Said Plot, as and when demanded by the Company within the stipulated period as mentioned in the demand letter by the Company. In case the Applicant fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and the Non Refundable Amounts and refund the balance amount, if any, to the Applicant without any interest upon realization of money from resale / re-allotment to any other party provided that the Applicant is not in a breach of any terms of this Application / Agreement.
19. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amounts and cancel the allotment in case of non fulfillment/breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company. The Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Company shall thereafter be free to resell and/or deal with the Said Plot in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Plot but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Plot for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the Applicant is less than the Earnest Money and the Non-Refundable Amounts then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.
20. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payment of Total Price and / or all other amounts, charges and dues payable in accordance with the terms and conditions of this

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(Sole/First Applicant)

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(Second Applicant)

Application / Agreement within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18 % per annum.

21. The Applicant agrees that the Application/ Agreement is not assignable nor can the name of the Applicant be substituted, added or deleted within a period of 4(four) months from the date of Allotment. However, after expiry of 4(four) months, the Company may at its sole discretion and subject to applicable laws and notifications or any governmental direction permit the Applicant to get the name of his nominee substituted, added or deleted in his place, provided no installments are in arrears and the applicant has already signed the Agreement. The Company at the time of granting such permission may impose such terms and conditions and charges, as it may deem fit in its sole discretion. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, addition, deletion and substitution.
22. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the Said Plot subject to the Said Plot being free of any encumbrances at the time of execution of conveyance deed. The financial institution / bank shall always have the first lien / charge on the Said Plot for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction/ development.
23. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions/ banks, for the purchase of the Said Plot, the conveyance of the Said Plot in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/ banks.
24. The Applicant shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in the Application and the Agreement. The Applicant agrees to pay such losses on demand that the Company may, or likely to suffer. This is in addition to any other right or remedy of the Company.
25. The Applicant agrees that in case the Applicant is an NRI or non resident / foreign national of Indian origin / foreign national / foreign company, then all remittances, acquisition / transfer of the Said Plot, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999(FEMA), or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin /foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
26. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint Applicant communication sent to the first named Applicant in this Application shall be deemed to have been sent to all the Applicants.
27. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on it own.

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(Sole/First Applicant)

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(Second Applicant)

28. The Applicant agrees and understands that the Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Application/Agreement, if such performance is prevented due to Force Majeure conditions.
29. The Applicant understands that the final allotment of the Said Plot is entirely at the discretion of the Company.
30. The Applicant understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the plots in the Said Project to anybody or altogether decide to put at abeyance the project itself, for which the Applicant shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant.
31. The Applicant agrees that the Company shall have the right to transfer ownership of the Said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/ disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection or claim in this regard.
32. The Applicant agrees that all provisions contained herein and obligations arising hereunder in respect to the Said Plot shall equally be applicable to and enforceable against all occupiers and/or subsequent purchasers/ assignees/nominees of the Said Plot as the said obligations go along with the Said Plot for all intents and purposes.
33. The Applicant agrees that in the event of all or any disputes arising out of or relating to or concerning or touching this Application including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. 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 to be decided by the sole arbitrator. 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 doubts as to the independence or impartiality of the sole arbitrator. The parties agree that no other person shall have the power to appoint the arbitrator. The Courts at Mohali alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.

The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date : _____

SIGNATURE OF THE FIRST APPLICANT

Place : _____

SIGNATURE OF THE SECOND APPLICANT

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(Sole/First Applicant)

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(Second Applicant)

HYDE PARK ESTATE, NEW CHANDIGARH**PAYMENT PLAN****PRICES**

Basic Selling Price (BSP)	As applicable
Preferential Location Charges (PLC)	As applicable
Government Charges	As applicable
External Development Charges (EDC)	Rs 1641 Per Sq mtr (Rs 1371 Per Sq yards)
Down Payment Rebate	9%
Interest Bearing Maintenance Security (IBMS)	Rs. 598/- per sq. mtr (approx Rs. 500/- per sq. yd.)

DOWN PAYMENT PLAN

On Application for Booking	Rs 12 lacs (for Plot Size less than 500 Sq yards) Rs 15 lacs (for Plot Size of 500 Sq. yards or more)
Within 45 days of Booking	95% of Total Price + 95% of EDC (Less: Down Payment Rebate & Booking Amount)
On offer of Possession	5% of Total Price, 5% of EDC, IBMS, Club Charges, Registration & Stamp Duty and other charges, if any

INSTALLMENT PAYMENT PLAN

On Application for Booking	Rs 12 lacs (for Plot Size less than 500 Sq. yards) Rs 15 lacs (for Plot Size of 500 Sq yards or more)
Within 2 months of Booking	25% of Total Price (less: Booking Amount) + 25% of EDC
Within 4 months of Booking	10% Total Price+10% of EDC
Within 6 months of Booking	10% Total Price+10% of EDC
Within 9 months of Booking	10% Total Price+10% of EDC
Within 12 months of Booking	10% Total Price+10% of EDC
Within 15 months of Booking or on offer of Possession, which ever is earlier	10% Total Price+10% of EDC
Within 18 months of Booking on offer of Possession, which ever is earlier	10% Total Price+10% of EDC
Within 21 months of Booking or on offer of Possession, which ever is earlier	10% Total Price+10% of EDC
On offer of Possession	5% of Total Price, 5% of EDC, IBMS, Club Charges, Registration & Stamp Duty and other charges, if any

Total Price = Basic Sales Price + Preferential Location Charges of the said Plot.

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(Sole/First Applicant)

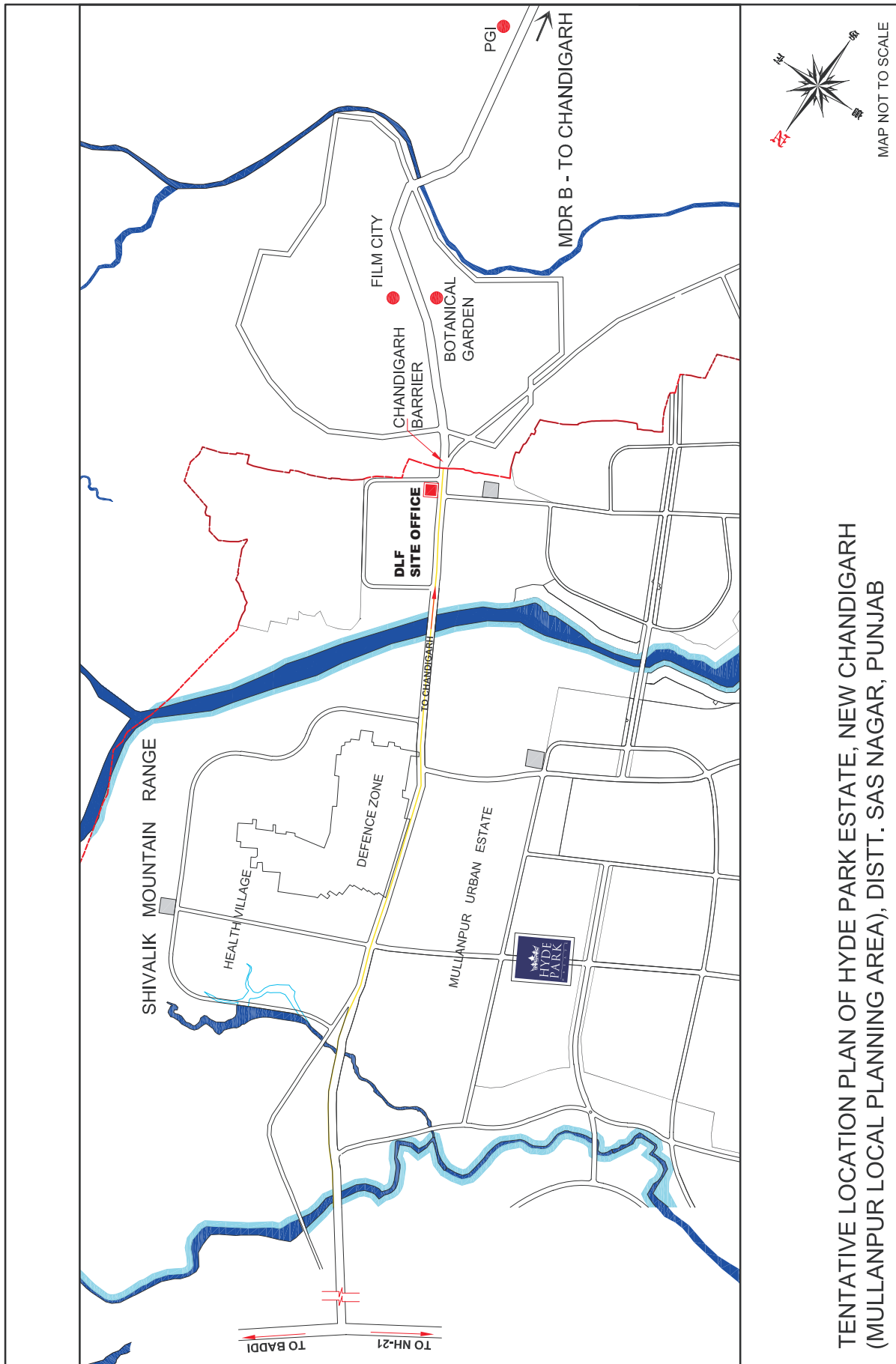
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(Second Applicant)

Notes:

- (a) The rebate for early payment is presently @ 11% per annum and shall be subject to change from time to time.
- (b) Service Tax / any other tax, if applicable, would be payable by the customer as per demand.
- (c) The yearly simple interest payable on IBMS shall be determined by the company as per the applicable rates on "one year" Fixed Deposits accepted by State Bank of India at the close of each financial year on 31st March.
- (d) External Development Charges amounting to Rs. 1641/- Per Sq Mtr (Rs. 1371 Per Sq Yard) calculated as per current rates, shall also be paid by the Intending Allottee(s). In case of any upward/downward revision thereof by the Govt. agencies in future, the same would be recovered on prorata basis from the Customer.
- (e) Price and Payment Plan indicated above are applicable as on date of acceptance of the application by the company and are subject to revision from time to time at the sole discretion of the Company.

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(Sole/First Applicant)

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(Second Applicant)



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

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(Sole/First Applicant)

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(Second Applicant)