



## **PLOT BUYER'S AGREEMENT**



## **DLF UNIVERSAL LIMITED**

Please 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 Plot Buyers' Agreement (hereinafter defined) on the Website and at the office of the Company at SCO 190-192, Sec 8-C, Chandigarh and Hyde Park Estate Sales Office, Near Mullanpur Crossing, Mullanpur, SAS Nagar (Mohali) Punjab. 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 plot in the Said Project and has requested the Company to allot a 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 plot will be required to execute two (2) copies of the Agreement (hereinafter defined) for each plot to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the Said Plot (hereinafter defined) and should be read carefully by each Intending Allottee. The Intending 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 the Agreement.

The Allottee shall thereafter, execute and deliver both (2) copies of the Agreement to the Company within thirty (30) days from the date of dispatch of Agreement through registered post by the Company. On failure of the Allottee to return the duly signed Agreement within the stipulated time, the Allotment (hereinafter defined) of the Allottee may be cancelled by the Company and on such cancellation the Earnest Money (hereinafter defined) and Non Refundable Amounts (hereinafter defined) paid by the Allottee shall stand forfeited and the Allottee shall be left with no right, title or interest whatsoever in the Said Plot booked by the Intending Allottee.

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 Intending 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)

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third 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 39.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

**PLOT BUYER'S AGREEMENT**

This Agreement made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**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 \_\_\_\_\_ of the **FIRST PART**.

**AND**

1. Shri/Smt.     
First Name Middle Name

Last Name

S/D/W of

Address   
  
   
City State

Pincode

2. Shri/Smt.     
First Name Middle Name

Last Name

S/D/W of

Address   
  
   
City State

Pincode

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

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

\*\* M/s.  a partnership firm duly registered under the Indian Partnership Act, 1932 (hereinafter referred to as '**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 (copy of the resolution signed

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



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

It is clarified that the Company has not intended to convey 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 Land.

### **Allottee(s) Representations**

#### **WHEREAS**

The Allottee vide Application (hereinafter defined) dated \_\_\_\_\_, has applied for allotment of the Said Plot.

The Allottee is aware that the layout plan (attached as **Annexure-I**) of the Said Project has been approved vide letter memo 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 No 126 CTP(PB) MPM 133 dated 06 Jan 2014 . The NOC from Punjab Pollution Control Board has been duly obtained vide letter memo No. R14SASCTE684419 dated 06 Feb 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 30 May 2012. The Environment clearance has been granted by the State Level Environment Impact Assessment Authority, Punjab Vide letter No. No. SEIAA/M.S./2012/2074 dated 06 Feb 2014. Other necessary approvals/sanctions being the agreement with the Government through Secretary, Change of Land Use and exemption under Punjab Apartment and Property Regulation Act (PAPRA) for the Said Project have been duly obtained by the Company .

The Allottee(s) hereby confirm(s) and represent(s) that the Allottee is executing this Agreement with the full knowledge that the demarcation and zoning plans for the Said Plot/Said Project are not yet sanctioned by the Competent Authority and that the present layout plans attached as **Annexure-I** may further be changed and substituted by other layout plan(s) as and when sanctioned/approved by the Competent Authority in which event the number of the Said Plot, its location, size as allotted to the Allottee(s) may change and be substituted by a new number, location, size etc; to which the Allottee(s) has confirmed that he shall have no objection.

The Allottee has inspected the Said Land on which the Said Project is being developed including the present layout plan (**Annexure-I**), 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 developed 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.

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 Plot and has not relied upon and/or is not influenced by any 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 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.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

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 Plot in particular and the terms and conditions contained in this Agreement and that the Allottee has clearly understood the Allottee(s) rights, duties, responsibilities, obligations under each and every clause of this Agreement.

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.

The Allottee(s) has further represented and confirmed that the Allottee(s) has examined/considered all other similar property options available with other builders/developers in the same area and elsewhere and that the Allottee(s) has found the Said Plot to be of his/their choice and requirement for residential purpose and that the Allottee(s) has considered all the legal terms set out in this Agreement and consulted their legal counsels about the legal implications and that the Allottee(s) has no reservation about the terms and conditions set out in this Agreement and accordingly the Allottee(s) has now expressed his desire to enter into this Agreement.

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

**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 and or any other applicable Act.

**“Additional PLC”** shall mean the charges payable in addition to the PLC for the Said Plot being additionally preferentially located calculated on per sq mtr basis of the Plot Area of the Said Plot.

**“Agreement”** shall mean this Plot Buyer's Agreement including all annexures, recitals, schedule and terms and conditions for allotment of the Said Plot in the Said Project executed by the Allottee and the Company.

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

**“Application”** shall mean the application dated \_\_\_\_\_ for the allotment of the Said Plot in the Said Project.

**“Company”** shall mean **DLF Universal Limited**, having its registered office at **DLF Shopping Mall, III-Floor, Arjun Marg, DLF City Phase-I, Gurgaon -1220022**, and includes its affiliates, subsidiary (ies), associate (s) and holding company.

**“Earnest Money”** shall mean 15% of the Total Price of the Said Plot.

**“External Development Charges (EDC)”** shall mean charges (including interest) 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;

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



**“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 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;
- (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, 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) including State Pollution control Board, EIA committee refuses, delays, withholds, denies the grant of necessary approvals 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 any event or circumstances analogous to the foregoing.

**“IBMS”** shall mean the interest bearing maintenance security to be paid by the Allottee for the maintenance and upkeep of the Said Project/ Said Plot to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 598/- per sq. mtr. of the Said 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.

**“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”** shall mean 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.

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

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

**“Maintenance Charges”** shall mean the maintenance charges payable by the Allottee to the Maintenance Agency (in accordance with the demand raised by the maintenance agency for the maintenance and upkeep of the Said Project, including Common Areas and Facilities) but does not include; (a) the charges for actual consumption of utilities in the Said Plot including electricity, water, which shall be charged based on actual consumption on monthly basis or such other periods as specified by the Maintenance Agency and (b) any statutory payments, Taxes etc. with regard to the Said Project (The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.) as these shall otherwise be payable by the Allottee

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

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

**“PLC”** shall mean charges for the preferential location of the Said Plot payable as applicable to be calculated on per sq mtr basis of the Plot Area of the Said Plot, as mentioned in Clause. 1 of this Agreement.

**“Plot Area”** shall mean as mentioned in clause-1.

**“Said Plot”** shall mean plot allotted to the Allottee, details of which have been set out in clause 1 of this Agreement.

**“Said Project”** means the HYDE PARK ESTATE, being developed on Said Land admeasuring 225 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.

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

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

Taxes shall include any tax and cess reimbursed by the Company to its Contractors and/or Vendors (reimbursed statutory cost) by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, Labour Cess, and Education Cess or any other taxes by whatever name called in connection with the construction of the Said Project 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”** shall mean 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) Wealth tax, government rates tax on land, fees, levies or charges of all and any kinds by whatever name called chargeable in present or in future on the Said Project/ Said Plot,
- (v) Maintenance charges, property tax, municipal tax on the Said Plot,

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

- (vi) Stamp duty, registration and incidental charges as well as expenses with regard to the Agreement and conveyance deed etc,
- (vii) Taxes
- (viii) Club membership and subscription charges, as applicable
- (ix) Power back-up charges and cost/charges for setting up electric sub station, as applicable
- (x) Late construction charges, if applicable
- (xi) Holding Charges, if applicable
- (xii) Proportionate cost of providing Firbe To The Home (FTTH) infrastructures for cabling ,internet etc.
- (xiii) Any other charges that may be payable by the Allottee as per the other terms of the Application/Agreement and such other charges as may be demanded by the Company.

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

**Interpretation**

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

The terms “herein”, “hereto”, “hereunder” “hereof” or “thereof” or similar terms used in this Agreement not to the particular provision in which the term is used unless the context otherwise requires.

Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement .

Heading in this Agreement are inserted for convenience only and shall not be used in its interpretation.

Any word or phrase defined in the body of this Agreement as opposed to being defined in Definition clause shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

The schedules, annexures, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.

Reference to any agreement, deed, document, instrument, rule regulation, notification, stature or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with provisions of such document(s).

1. In accordance with the terms and conditions set out in this Agreement and mutually agreed upon by and between the parties the Company hereby agrees to sell and the Allottee hereby agrees to purchase the Said Plot having a Plot Area of approx. \_\_\_\_\_sq. mtrs as per details mentioned below.

**Plot Address** : Plot number \_\_\_\_\_, Block \_\_\_\_\_, Pocket \_\_\_\_\_ Area \_\_\_\_\_ sq. mtr.

**Rate** : Rs. \_\_\_\_\_ per Sq. mtr.(approx.)

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

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

(Rupees \_\_\_\_\_ only)

**Preferential Location Charges (if any) :** Total PLC = Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_ only)

**Calculated as follows :**

: \*@ Rs. \_\_\_\_\_/- per sq. mtr of the Plot Area for corner plot aggregating to Rs. \_\_\_\_\_/-

and / or

: \*@ Rs. \_\_\_\_\_/- per sq. mtr of the Plot Area for park facing/green belt adjoining plot aggregating to Rs. \_\_\_\_\_/-

and / or

: \*@ Rs. \_\_\_\_\_/- per sq. mtr.) of the Plot Area for plot facing East/ South East/ North East aggregating to Rs. \_\_\_\_\_/-.

and / or

: \*@ Rs. \_\_\_\_\_/-- per sq. mtr.) of the Plot Area for plot facing/ adjoining wide road (60' and/or 80')/sector road facing/ adjoining aggregating to Rs. \_\_\_\_\_/-.

\*strike whichever is not applicable. Total Price payable Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_ only)

2. The Allottee shall make the payment of the Total Price as per the payment plan set out in **Annexure- II** to this Agreement. The Taxes and increases thereof shall be payable as provided in clause no. 7 of this Agreement. All other Taxes and increases as mentioned in clause- and other charges as elsewhere specified in this Agreement shall be payable as and when demanded by the Company
3. The Allottee shall be liable to pay all costs payable due to any increase in the Plot Area, increase in EDC, increase in all types of cost/charges whether specifically provided 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 and not stated in this Agreement shall be payable by the Allottee as and when demanded by the Company.
4. The Allottee understands that the layout plan of the Said Project has been approved by the Chief Town Planner, Punjab and further the layout plan is subject to change as per the sole discretion of the Company or as directed by the Chief Town Planner, Punjab/ concerned authorities
5. (a) The Allottee agrees that a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) is towards PLC, calculated in the table contained in clause 1 and is to be paid by the Allottee in the manner and within the time as stated in the schedule of payments given in **Annexure-II**. In case due to any change in the lay-out plan of the Said Project:
  - a) the Said Plot ceases to be preferentially located then only the amount of PLC, paid by the Allottee shall be refunded without any interest and such refund shall be made / adjusted in the last installment as stated in the schedule of payments given in Annexure II.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

- (b) the Said Plot becomes additionally preferentially located, the Allottee shall pay Additional PLC to the Company as applicable and in the manner as demanded by the Company.
- c) the Said Plot becomes preferentially located the Allottee shall pay PLC of the Said Plot to the Company as applicable and as and when demanded by the Company

The Allottee 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 Allottee shall have no other right or claim except as mentioned hereinabove.

**6.** In addition to the Total Price and other charges mentioned in the Agreement, the Allottee shall pay amounts towards the club facility to be provided in the Said Project as per details below:

- a) Membership Fee : Rs.1,75,000/- for five (5) years
- b) Annual Club Charges : Rs.6000/-
- c) Refundable Security Deposit : Rs.20,000/- (without interest)

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

**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 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

**8.** The Allottee shall be liable to pay all fees, duties, expenses, costs, etc., for the execution and registration of the Conveyance Deed of the Said Plot, including but not limited to stamp duty, registration charges, transfer duty, corporation tax and all other incidental and legal expenses. The Allottee agrees to pay the same as and when demanded by the Company within the stipulated period as mentioned in the demand letter. In case the Allottee fails to pay the same so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and Non-Refundable Amounts including delayed payment interest, interest on installments paid or payable, brokerage, if paid, etc., and refund the balance amount to the Allottee without any interest only upon realization of money from re-sale/re-allotment of the Said Plot to any other party. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 and Indian Registration Act, 1908 as amended up to the date, including any actions taken or deficiencies/penalties imposed by the competent authorities.

**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

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

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/ leviabale 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 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 Allottee.

- (b) The Allottee agrees to make payment of IDC and any increase in IDC as and when levied/ leviabale 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 levy of IDC and/or increase in IDC shall be final and binding on the Allottee. If the IDC and/or 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 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 Allottee
10. The Allottee agrees and understands that the Total Price of the Said Plot does not include the costs of providing sewer and water connections to the Said Plot from the main line serving the Said Plot and the cost of the same shall be paid by the Allottee on demand being raised by the Company at the time of providing such connections.
11. The Total Price of the Said Plot is calculated on the basis of its Plot Area, which is tentative and is subject to change. The final Plot Area of the Said Plot shall be confirmed by the Company only after the demarcation of all the plots is complete. The Total Price payable for the Said Plot shall be recalculated upon confirmation by the Company of the final Plot Area of the Said Plot and any increase or decrease in the Plot Area of the Said 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 from the final installment as set forth in the schedule of payment given in **Annexure-II**.
12. Subject to the terms & conditions of this Agreement and the execution of Conveyance Deed, the Allottee shall have the following right
- i) ownership with regard to the Said Plot only.
  - ii) right to use only such general common areas and facilities, as may be 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 of hindrance.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



- 13.** All other land(s), areas, facilities and amenities including those listed below, are specifically excluded from the scope of this Agreement and the Allottee shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities. Such lands, areas, facilities and amenities have not been included in the computation of Plot Area for calculating the Total Price and, therefore, the Allottee has not paid any price for use or ownership in respect of such lands, areas, facilities and amenities. The Allottee agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with the Company, its associate/subsidiary companies, and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Company, its associates and subsidiaries.
- 14.** All land(s) and any other facility or amenity, as may be provided at the sole option of the Company or as may be provided in accordance with the directions of any competent authority (ies) including but not limited to schools, shops, EWS plots and commercial center facilities, amenities etc. are specifically excluded from the scope of this Agreement and the Allottee shall not have any right of ownership, usage or title, or interest or claims whatsoever in such land(s), areas, facilities and amenities. The Allottee agrees and understands that the amenities and facilities like gardens, shopping centre, school etc. as shown in tentative lay-out plan may be developed by the Company or any of its affiliates, group of companies at any time and possession of the Said Plot is neither linked nor dependent on its development. The Allottee shall not have a right to claim any rights, title or any interest in these land(s), areas, facilities and amenities as they are specifically excluded from the scope of this Agreement and are not included in the computation of Plot Area in any manner, and for which the Allottee has not made any payment to the Company in any form or manner whatsoever and that the Allottee shall not, at a later date, after execution of this Agreement have a right to raise any claim or dispute in respect of such land(s), areas, facilities and amenities. The Company, its associates and its subsidiaries as the owner of such lands, areas, facilities and amenities shall have sole right and absolute authority to deal with the same in any manner including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease, joint venture, collaboration or any other mode including withdrawal, transfer to government, semi-government, or other authority, body, any person, institution, trust and/or any local body(ies).
- 15.** The Allottee understands that Allottee has not made any payment to the Company in any manner whatsoever with respect to any land(s), building(s), common areas, facilities and amenities, save and except the use of 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 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 therein. The Allottee further agrees that any such identification with respect to Common Areas by the Company in its plans now or in future shall be final, conclusive and binding on the Allottee. Further the Company has made clear to the Allottee that it (the Company or any of its affiliates, group companies) shall be carrying out extensive developmental / construction activities now and for many decades in future in the entire area falling outside the Plot Area and that the Allottee shall not have a right to raise any objection or make any claims or not to make payments in time as stipulated in schedule of payments in **Annexure-II** on account of inconvenience, if any, which may alleged to have been caused to the Allottee due to such developmental/construction activities or activities incidental/related to it. 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. This clause shall survive throughout the

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(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

ownership of the Said Plot by the Allottee, his / her legal representatives, successors, administrators, executors, assigns etc.

- 16. It is further agreed by the Allottee that the Company may at its sole discretion make the Said Land a 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.
- 17. 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.
- 18. 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 Plot as the Company so desire to comply with the provisions of the Act.
- 19. 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 Allottee also undertakes to join the master association if and when formed by the Company or its nominee(s) for a part or whole of the Said Land .The draft application form for becoming a member of the association of the apartment owners is given in **Annexure-IV** to this Agreement.
- 20. The Allottee 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 including power backup to the various projects within or outside the Said Project in which the Said Plot may be located. 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 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 Allottee further agrees that subject to the conditions as may be imposed by the Company, 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 Allottee 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 Allottee 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 Allottee 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 Allottee confirms and understands 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

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)



same. The Allottee shall be liable to pay the consumption charges thereof. 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 period of Allottee ownership of the Said Plot. This clause shall survive the conveyance of the Said Plot or any subsequent sale / resale or conveyancing thereof.

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

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

**22. 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 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 withhold electricity supply to the Said 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-V 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.

**23. In addition to the Total Price and other charges, as mentioned in the Application/Agreement, the Allottee agrees and undertakes to pay the following charges:**

- i) Proportionate share of cost for providing power back up including that of equipments, DG set, cabling, installation etc. Power back-up not exceeding 10 KVA per plot admeasuring upto 209.10 sq. mtrs. and 15 KVA per plot admeasuring between 209.11 to 292.70 sq. mtrs. and 25 KVA per plot admeasuring between 292.71 to 585.30 sq. mtrs. at load factor of 70% and overall diversity of 70% in addition to that for common areas and services..
- ii) All deposits and charges paid/payable by the Company to Punjab State Power Corporation Limited (PSPCL) or any other body.
- iii) Proportionate share towards the cost incurred by the Company for construction/ installation of sub-station/ power house/transformers/ equipments, etc.

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

- iv) Charges / costs for providing connection from feeder pillars upto the Said Plot including any deposits and cost for meter installation.
- v) Proportionate cost of installation of Fibre To The Home (FTTH) infrastructure, if provided, by the company in the said project. The services carried by FTTH Infrastructure shall be provided by the service providers for applicable user charges and would form part of the maintenance agreement.
- vi) Charges / Cost of providing sewer, storm water and water connection including cost for meter installation to the Said Plot from the main line serving the Said Plot.

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 Plot and the Company shall have the discretion to withhold the registration of the Said Plot and/or resume the Said Plot.

**24.** The Allottee agrees that the Allottee shall make a requisition on a prescribed proforma directly to Punjab Electrical Supply Authorities for obtaining service connection and pay charges thereof not limited to security, service connection, metering and other miscellaneous charges and Allottee confirms to bear such charges for the same. The Allottee agrees and confirms to adhere to the specified applicable acts, rules, norms of the supply authorities and the Allottee shall be liable for any default in this regard.

**25. Payment of Tax on land, wealth tax, cess by the Allottee**

The Allottee agrees to pay all government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other government authority on the Said Project or land appurtenant thereto or as the case may be as assessable and shall be applicable from the date of the Application. If the Said Plot is assessed separately then the Allottee shall pay the same directly to the concerned authority and if the Said Plot is not assessed separately and/or if the same is levied on or paid/payable by the Company then the same shall be borne and paid by the Allottee on pro-rata basis and such demand shall be final and binding on the Allottee.

**26. Amount paid by the Allottee with the Application**

The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) being part payment towards the Total Price at the time of Application, the receipt of which the Company hereby acknowledges and the Allottee agrees to pay the remaining price of the Said Plot as prescribed in schedule of payments (**Annexure-II**) attached with this Agreement along with all other charges, Taxes, securities, etc., as may be demanded by the Company within the time and in the manner specified therein.

**27. Earnest Money**

The Allottee agrees and undertakes that out of the total amount(s) payable by the Allottee for the Said Plot 15% of the Total Price of the Said Plot i.e., shall be treated as Earnest Money to ensure fulfillment of the terms and conditions as contained in the Application and this Agreement.

**In the event the Allottee -**

- (i) fails to perform any obligations or commits breach of any of the terms and conditions mentioned in the Application and/or this Agreement including but not limited to the occurrence of any event of default as stated in this Agreement.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

**OR**

- (ii) fails to sign and return this Agreement in original to the Company within 30 days of the dispatch date, then the Company shall have the right to forfeit without any notice to the Allottee the Earnest Money together with 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.

**28. 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 hereto and other charges and amounts, as may be demanded by the Company from time to time and without any demand letters, reminders from the Company through A/c Payee Cheque(s)/ Demand Draft(s) in favour of 'DLF Universal Limited – Collection Account' payable at Chandigarh.

**29. Compliance of laws relating to remittances**

The Allottee 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 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 the 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. The Company shall not be responsible towards any third party making payments, remittances on behalf of the Allottee and such third party shall not have any right in the application Agreement of the Said Plot in any way and the Company shall issue the payment receipts in favour of the Allottee only.

**30. Adjustment/appropriation of payments**

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

**31. Time is the essence**

The Allottee agrees that time is the essence with respect to payment of the Total Price by the Allottee and other charges including but not limited to stamp duty, registration fee, IBMS and other charges, deposits stipulated under this Agreement to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform /observe all 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 schedule of payments and for the payments to be made as per demand by the Company.

**32. Alteration/modification**

The Company has informed the Allottee(s) 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

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

Said Project in future, shall automatically supersede the present approved layout plan attached as **Annexure-I** and be binding on the Allottee(s).

The Allottee(s) hereby confirm(s) that the Allottee(s) shall have no objection if the Company makes suitable and necessary alterations in the layout plan and such alterations may involve the change in the position of the Said Plot, change in the number of the Said Plot, change in the dimensions or change in the area of the Said Plot, etc. However, in case of any major alterations/modifications resulting in  $\pm 20\%$  change in the Plot Area of the Said Plot, the Company shall intimate to the Allottee(s) in writing the change(s) thereof in the price of the Said Plot. The Allottee(s) agrees to inform the Company in writing, his/her consent or objections to the changes within thirty (30) days from the date of such notice, failing which, the Allottee(s) shall be deemed to have given his full consent to such alterations/ modifications. The Allottee(s) agree(s) that any increase or reduction in the Plot Area of the Said Plot shall result in corresponding increase or decrease in Total Price and other charges payable under this Agreement and the same shall be payable by the Allottee(s) or refundable by the Company as the case may be at the same rate per sq. mtr. as mentioned in this Agreement .

If the Allottee(s) write to the Company within thirty (30) days of intimation by the Company indicating his non-consent /objection to such major alterations/modification (s), then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Allottee(s) with simple interest @ 6% per annum calculated from the date of realization .

### **33. Schedule for Possession of Said Plot**

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 application or within any extended period or periods. Any delay by the Allottee in taking the possession and getting the conveyance deed executed would attract holding charges @ Rs.50/- per sq. mtr 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 of the Plot Area of the Said Plot to the Allottee, which both parties agree is a just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall have no other rights/claims whatsoever, provided the Allottee 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.

### **34. Procedure for taking possession**

The Company shall offer in writing, possession of the Said 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 shall give possession of the 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.

### **35. Time for Construction**

The Allottee agrees and understands that the Allottee 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 Allottee fails to complete the construction on the Said Plot within the stipulated period, the Company shall be entitled to proceed against the

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(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

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

**36. Delay due to reasons beyond the control of the Company : Remedy to Company**

If the possession of the Said Plot is delayed due to force majeure conditions, then the Allottee agrees that the Company shall be entitled to extension of time for delivery of possession of the Said Plot. The Company, as a result of such contingency arising 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. The Allottee shall not have right to claim compensation of any nature whatsoever during the period of such suspension.

The Allottee agrees and understand that in the event of the Company's abandoning the development of the Said Project, this allotment shall stand terminated as if it has been terminated with mutual consent then subject to the Allottee not being in default of any of the terms of this Agreement, the Company to refund the amounts (after deducting Non Refundable Amounts) that have been received from the Allottee by the Company with interest @ 6% p.a. for the period such amount were lying with the Company and the Company shall not be liable to pay any other compensation of whatsoever nature. The Allottee agrees that the Allottee shall not have any right; claims of whatsoever nature and the Company shall be released and discharged of all its obligations and liabilities under this Agreement.

**37. Failure to deliver possession due to Government rules, orders, notifications etc.**

The Allottee(s) agree(s) that, if as a result of any legislation, orders or rules or regulations made or issued by the Govt. and/or any other Authority or if Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals 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 due to force majeure conditions, the Company, after provisional and/or final allotment, is unable to deliver possession of the Said Plot to the Allottee(s) and the Company, if it decides, in its sole discretion, to abandon the development of the Said Colony, then in that event the Allottee(s) hereby authorise(s) the Company to refund the amounts received from the Allottee(s) with simple interest @ 6% p.a. and the Allottee(s) hereby confirm(s) that he/they shall not make any other claim on the Company whatsoever.

**38. Failure to deliver Possession by the Company : Remedy to Allottee**

If for any reason other than those as mentioned in clause 36 and 37 of Force Majeure the Company fails to offer possession of the Said Plot to the Allottee in accordance with clause 33 of this Agreement or within any extended period as envisaged under this Agreement in such case, the Allottee shall be entitled to give notice to the Company within ninety (90) days from the expiry of such period as mentioned above for terminating this Agreement. In that event, the allotment shall stand cancelled and in that eventuality it is stated that the Allottee shall have no other right or claim against the Company in respect of the Said Plot. The Company shall be at liberty to sell and/or dispose of the Said Plot to any other party at such price and upon such terms and conditions as the Company may deem fit and thereafter the Company shall within ninety (90)

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(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



days from the date of full realization of the sale price after sale of the Said Plot refund to the Allottee, without any interest, the amounts paid by the Allottee in respect of the Said Plot without deduction of Earnest Money but after deduction of brokerage paid by the Company to the broker / sales organizer in case the booking is done through a broker/sales organizer.

If the Allottee fails to exercise the right of termination within the time limit as aforesaid, then the Allottee's right to terminate this Agreement shall stand waived off and the Allottee shall continue to be bound by the provisions of this Agreement.

### 39. Maintenance of the Said Project

In order to provide necessary maintenance services, the maintenance of the Said Project may be handed over to the association of the allottees or such other agency/ body/ company as the Company may deem fit. The Allottee agrees to execute Maintenance Agreement (draft given in **Annexure-III**) with the Maintenance Agency for the maintenance and upkeep of the Said Project. The Allottee further undertake 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 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 applicable/ payable from the date the Company will offer the possession of the Said Plot to the Allottee.

### 40. IBMS

The Allottee shall have to deposit IBMS @ Rs 598/- per sq mtr amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and to always keep deposited with the Maintenance Agency

In case the Allottee fails to pay any maintenance bill then;

- (a) The Allottee shall not be entitled to avail any maintenance services and;
- (b) The amount of such maintenance bills shall be adjusted from the amount of IBMS;

If due to such adjustment in the amount of IBMS falls below the agreed sum of Rs.598/- per sq. mtr. of the Plot Area of the Said Plot, the Allottee shall be liable to make good the resultant shortfall within fifteen (15) days of the due date of the defaulted maintenance bill. If the Allottee fail to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before the stipulated time of fifteen (15) days, the Company may, in its sole discretion, treat this allotment as cancelled without any notice to the Allottee and to adjust the shortfall from the sale proceeds of the Said Plot and to refund the balance of the money realized from such sale after deducting therefrom the Earnest Money and Non-Refundable Amounts including interest on delayed payments, any interest paid, due or payable and all other dues as set out in this Agreement. The Company and/ or the 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 agree to pay such increases within fifteen (15) days of written demand by the Company and/or the Maintenance Agency. It is agreed by the Allottee that this part of the Agreement relating to IBMS shall survive the conveyance of title in favour of the Allottee and Company /the Maintenance Agency shall have first charge/lien on the Said Plot in respect of any unpaid amount, non-payment of shortfall/increases as the case may be.

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(Sole/First Allottee)

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(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

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 therefrom any outstanding maintenance bills and / or other outstanding amounts at any time including upon execution of the Conveyance Deed and thereupon the Company shall stand completely absolved / discharged of all of its obligations and responsibilities concerning the IBMS, including but not limited to issues of repayment, refund and / or claims, if any relating to the same. The Maintenance Agency, upon transfer of the IBMS and/or in case fresh IBMS is sought from the Allottee as stipulated hereinabove shall have the right to modify / revise all or any of the terms of the Maintenance Agreement, including but not limited to the amount / rate of IBMS, etc.

The Allottee has specifically agreed that the allotment of the Said Plot shall be subject to strict compliance of a code of conduct that may be determined by the Maintenance Agency/ Company for occupation and use, operation hours of various maintenance services, general compliance for occupants of the Said Project, regulation as to entry/ exit of the visitors, invitees, guests, security, etc.

**41. Fixation of Maintenance Charges**

The total Maintenance Charges shall be more elaborately set out in the Maintenance Agreement (draft given in **Annexure-III**). The Maintenance Charges shall be levied after the expiry of 30 days of the date of notice of possession and the Allottee shall have to pay the same promptly whether or not possession of the Said Plot is taken by the Allottee. The Maintenance Charges shall be recovered on such estimated basis on monthly / quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses/ overhead cost as determined at the end of every 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 shall be liable to pay the maintenance bills as per the Maintenance Charges and on or before due date as intimated by the Maintenance Agency.

**42. Right of Allottee to use common areas and facilities**

The Allottee agrees and understands that the Allottee's right to the use the common areas and facilities are subject to timely payment of total Maintenance Charges as billed by the Maintenance Agency and performance of all obligations of the Allottee under this Agreement and the Maintenance Agreement.

**43. Right to amend Annexures**

The Allottee agrees and understands that the draft Maintenance Agreement (**Annexure-III**) is attached to this Agreement and is only to acquaint the Allottee with some of the terms and conditions as may be stipulated in the Maintenance Agreement as and when it is finally executed. The Company further reserves the right to add, alter or modify all or any of the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to conveyancing of the Said Plot.

**44. Association of Plot Owners**

The Allottee shall join association/society of plot owners/residents as may be formed by the Company on behalf of plot owners and to pay such fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.

**45. Use of Said Plot**

The Allottee shall not use the Said Plot for any purpose other than for residential purpose; or use

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

the same in a manner that may cause nuisance or annoyance to other plot owners or residents of the Said Project; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Plot which tends to cause interference to any adjacent plot (s) / 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.

**46. 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.

**47. Compliance Laws, Notifications etc. by Allottee**

The Allottee is executing this Agreement for the allotment of a 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 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 the Said 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.

**48. 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 Plot /Said Project subject to the condition that the Said 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 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 development of the Said Project.

**49. Agreement subordinate to mortgage by the Company**

The Allottee agrees that no lien or encumbrance shall arise against the Said Plot as a result of this Agreement or any money deposited hereunder by the Allottee. The Allottee further agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage hereto before or hereafter made/ created by the Company and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Plot or excuse the Allottee for payment of the Total Price of the Said Plot or performing its other obligations hereunder or be the basis of any claim against or liability of Company provided that at the time of the execution of the Conveyance Deed the Said Plot shall be free and clear of all encumbrances, lien and charges whatsoever. In case the Allottee have opted for long term payment plan arrangement with any

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



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

**50. Company's charge on the Said Plot**

The Company shall have the first charge/ lien on the Said Plot for the recovery of Total Price, charges and deposits payable by the Allottee under this Agreement and such other payments as may be demanded by the Company from time to time. Further, in the event of the Allottee's failure to pay Total Price, charges and deposits, the Company will be entitled to enforce the charge/ lien by selling the Said Plot to recover and receive the outstanding dues out of the sale proceeds thereof.

**51. 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 Plot pursuant to this Agreement shall not 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 have been able to obtain financing for the purchase of the Said Plot.

**52. Agreement not Assignable**

The Allottee agrees that the Application/Agreement is not assignable nor the name of the Allottee can be substituted, added and deleted within a period of four month from the date of the Allotment. However, after expiry of four months, the Company may, at its sole discretion and subject to applicable laws and notifications or any governmental direction, permit the Allottee to get the name of his nominee substituted, added or deleted in his place. 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 Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, addition, deletion and substitution.

**53. Entire Agreement**

The Allottee agrees that this Agreement along with its Annexures and the terms and conditions contained in the Application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to prevail and 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 supersede those terms and conditions contained in the Application. 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.

**54. Agreement specific only to the Plot/Project**

The Allottee agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to plots offered for sale in the Said Project and the said 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), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other plot(s)/ project(s) of our associates/ subsidiaries, partnership firms in which Company is a partner or interested.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

**55. Provisions of this Agreement applicable on Allottee / subsequent allottee(s)**

All the provisions contained herein and the obligations arising hereunder in respect of the Said 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 Plot, as the said obligations go along with the Said Plot for all intents and purposes subject to clause 38 and 53 above.

**56. Waiver not a limitation to enforce**

Without prejudice to the rights/remedies available to the Company elsewhere in this Agreement, the Company may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, 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 penal interest @ 18% per annum and Allottee(s) agrees and understand that he shall not at any time and for whatsoever reason either directly or through broker request/ claim for the waiver of such interest amount. It is made clear and agreed by the Allottee that exercise of discretion by the Company in the case of one allottee(s) shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other allottee(s).

The Allottee agrees and understands that failure on the part of the Company to enforce any right or provisions 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.

**57. 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.

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

The Allottee agrees that wherever in the Agreement, the Allottee is required to make payment in common with the other allottees in the Said Project, the same shall be calculated on prorata basis, which the Plot Area of the Said Plot bears to the total area of the Said Land.

**59. 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 conditions.

**60. 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.

**61. Indemnification**

Notwithstanding anything contained in the Agreement, the Allottee shall keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

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.

**62. Brokerage**

The Allottee shall bear its own expenses including commission or brokerage payable by the Allottee to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Said Plot. The Company shall not be responsible or liable for such payment, commission or brokerage nor the Allottee have the right to deduct such charges from the Total Price and other charges payable to the Company for the Said 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 brokerage to a broker in respect of the Said Plot, then the Company shall retain the amount of brokerage as part of the Non Refundable Amounts in case of cancellation of allotment or otherwise.

**63. Further assurances**

The Allottee agrees that the persons to whom the Said 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 deeds, documents, 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.

**64. 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.

**65. 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.

**66. Notices**

All notices will be served on the Allottee and on Company as contemplated in this Agreement and it shall be deemed to have been duly served if sent to the Allottee or to the Company by Registered Post at its respective addresses specified below:

(Address of the Allottee)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Company's Address)

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

**M/s DLF Universal Limited**

SCO 190-192, Sec 8-C

Chandigarh

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 sent/ posted at the above address shall be deemed to have been received by the Allottee.

**48. Joint Purchaser**

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 of the Allottee(s).

**68. Right to Transfer Ownership**

The Company reserve the right to transfer ownership of the Said Project in whole or in parts to any other entity such as 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 in its sole discretion and the Allottee shall not raise any objection in this regard at any time.

**69. Laws of India**

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.

**70. Events of Defaults and Consequences**

The Allottee agrees and understands 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 below. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i) Failure to make payments of the Total Price as mentioned within the time as stipulated in the schedule of payments as given in **Annexure-II** or other charges as demanded by the Company and as mentioned in the Agreement.
- ii) Failure to perform and observe any or all obligations of the Allottee as set forth in this Agreement or if the Allottee fail to execute Conveyance Deed/ any other deed/ document/ undertakings/ indemnities/Maintenance Agreement etc. or to perform any other obligation set forth in any other agreement with the Company in relation to the Said Plot.
- iii) Failure to take possession of the Said Plot within the time stipulated by the Company in our notice.
- iv) Failure to become a member of the association of plot owners/ residents of the Said Project or to pay subscription charges etc. as may be required by the Company or association of plot owners, as the case may be.
- v) Assignment of this Agreement or any of the Allottee's interest in this Agreement without prior written consent of the Company.
- vi) Dishonour of any cheque(s) given by the Allottee for any reason whatsoever.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

vii) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement.

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 decide to cancel allotment of the Said Plot. If the Company elect to cancel this allotment, the Allottee shall have thirty (30) days from the date of issue of notice of cancellation by the Company 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 without any further notice or intimation and the Company shall have the right to retain Earnest Money along with the interest on delayed payments, any interest paid, due or payable, brokerage paid (if any) and any other amount of a non-refundable nature. The Allottee acknowledges that upon such cancellation of this Agreement, the Allottee shall have no right or interest on the Said Plot and the Company shall be discharged of all its liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the Said 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 amounts from 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 liquidated damages which the Company might have suffered due to such breached committed by the Allottee.

**71. Dispute Resolution by Arbitrator**

The Allottee agrees that in the event of all or any disputes arising out of or relating to or concerning or touching this Agreement, 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 Allottee 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 Allottee confirms that notwithstanding such relationship/connection, the Allottee 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.

**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:

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint allottees)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

SIGNED AND DELIVERED by the within named Company at \_\_\_\_\_ on  
\_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

FOR AND ON BEHALF

DLF Universal Ltd.

\_\_\_\_\_  
(AUTHORISED SIGNATORY)

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

Please  
affix  
1st Allottee  
your  
photograph  
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# LAYOUT PLAN

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

| LEGEND:- |                                  |
|----------|----------------------------------|
|          | FUTURE DEVELOPMENT LINE          |
|          | 300YR COMMERCIAL, 1 HOUSERS IN   |
|          | 300YR COMMERCIAL, 2 HOUSERS IN   |
|          | 300YR COMMERCIAL, 3 HOUSERS IN   |
|          | 300YR COMMERCIAL, 4 HOUSERS IN   |
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|          | 300YR COMMERCIAL, 100 HOUSERS IN |

**NOTES:-**

THE APPROVED LAYOUT PLAN AS SHOWN HEREIN IS SUBJECT TO ANY CHANGES / DIRECTIONS / CONDITIONS IMPOSED BY THE CHIEF TOWN PLANNER, PUNJAB AND SHALL BE BINDING ON ALL APPLICANTS / ALLOTTEES AND THE COMPANY. THE LAYOUT AS MAY BE APPROVED BY THE CHIEF TOWN PLANNER, PUNJAB FROM TIME TO TIME SHALL BE FINAL AND THE COMPANY SHALL NOT MAKE ANY CHANGES TO THE LAYOUT PLAN WITHOUT THE CONSENT OF APPLICANT / ALLOTTEE AND NO CONSENT OF APPLICANT / ALLOTTEE SHALL BE TAKEN.

IT IS CLARIFIED BY THE COMPANY AND AGREED BY THE APPLICANT / ALLOTTEE THAT THE COMPANY SHALL MAKE NO REFERENCE TO APPLICANT / ALLOTTEE AND NO CONSENT OF APPLICANT / ALLOTTEE SHALL BE TAKEN.

1. No. and date of the approved layout plan of plotted colony  
2. Type of colony and its areas  
3. Name of the colonizer to whom License has been granted  
4. Total no. of plots as per approved layout plan  
5. Provision of Community Sites  
6. Name of the Colony

Memo no. 7048C/P/PSJ/JMPH-133 Dated 23.12.2013  
Residential Colony- 224.98 acres  
DLF Universal Ltd.  
RESIDENTIAL PLOTS - 1106  
1 High school, 3 Nursery schools,  
1 Community center, 1 Dispensary  
1 CFC/ Swacha Kendra, 1 Religious Building, 4 Commercial pockets  
DLF HYDE PARK ESTATE

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

Note : Approved layout plan is available on PUDA website (<http://puadanic.in>) and also can be checked at the DLF Sales office, DLF UNIVERSAL LTD., SCO 190-91-92, SECTOR - BC, Chandigarh-162009

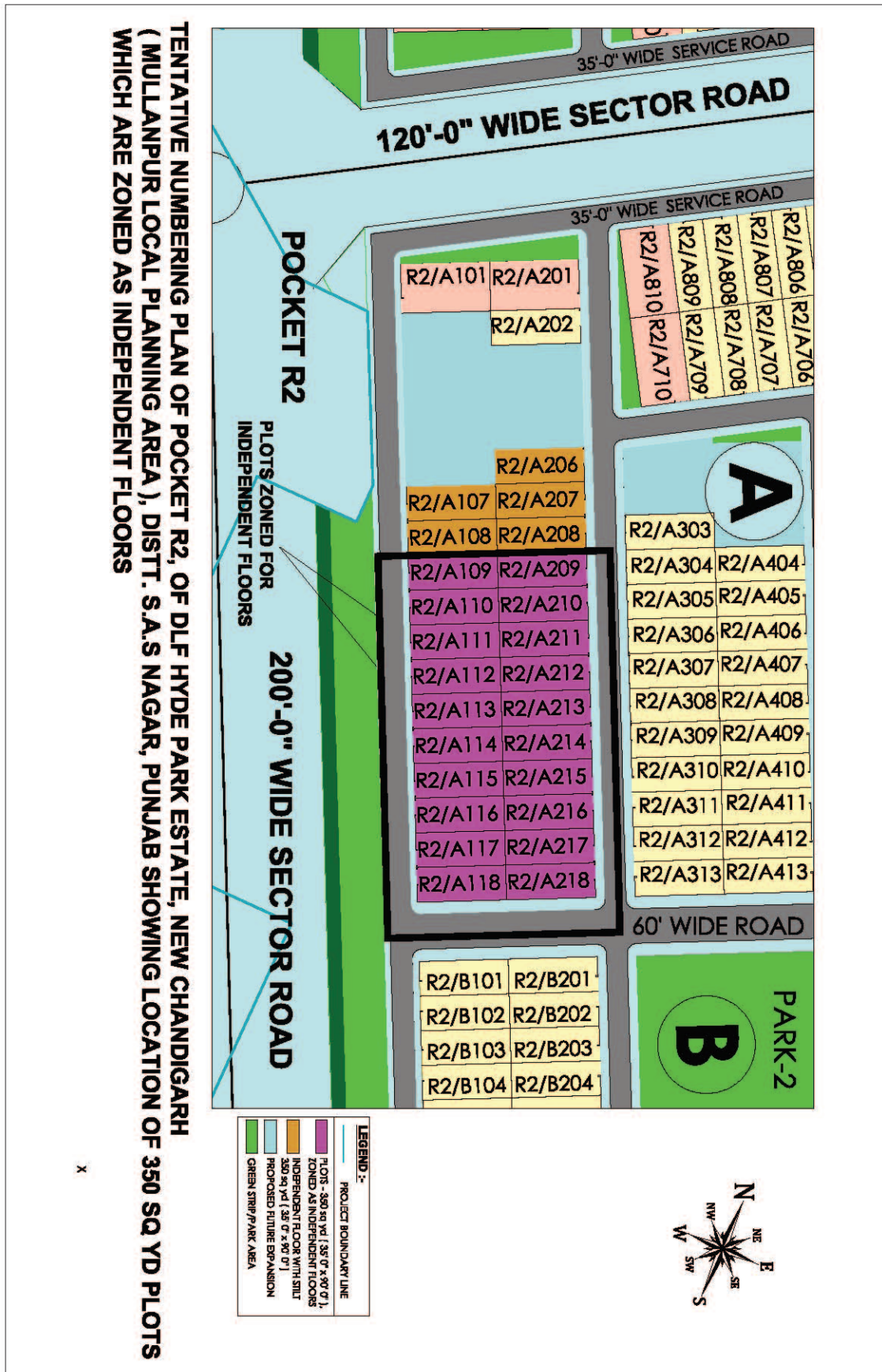
(Third Allottee)

(Second Allottee)

(Sole/First Allottee)

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LAYOUT PLAN



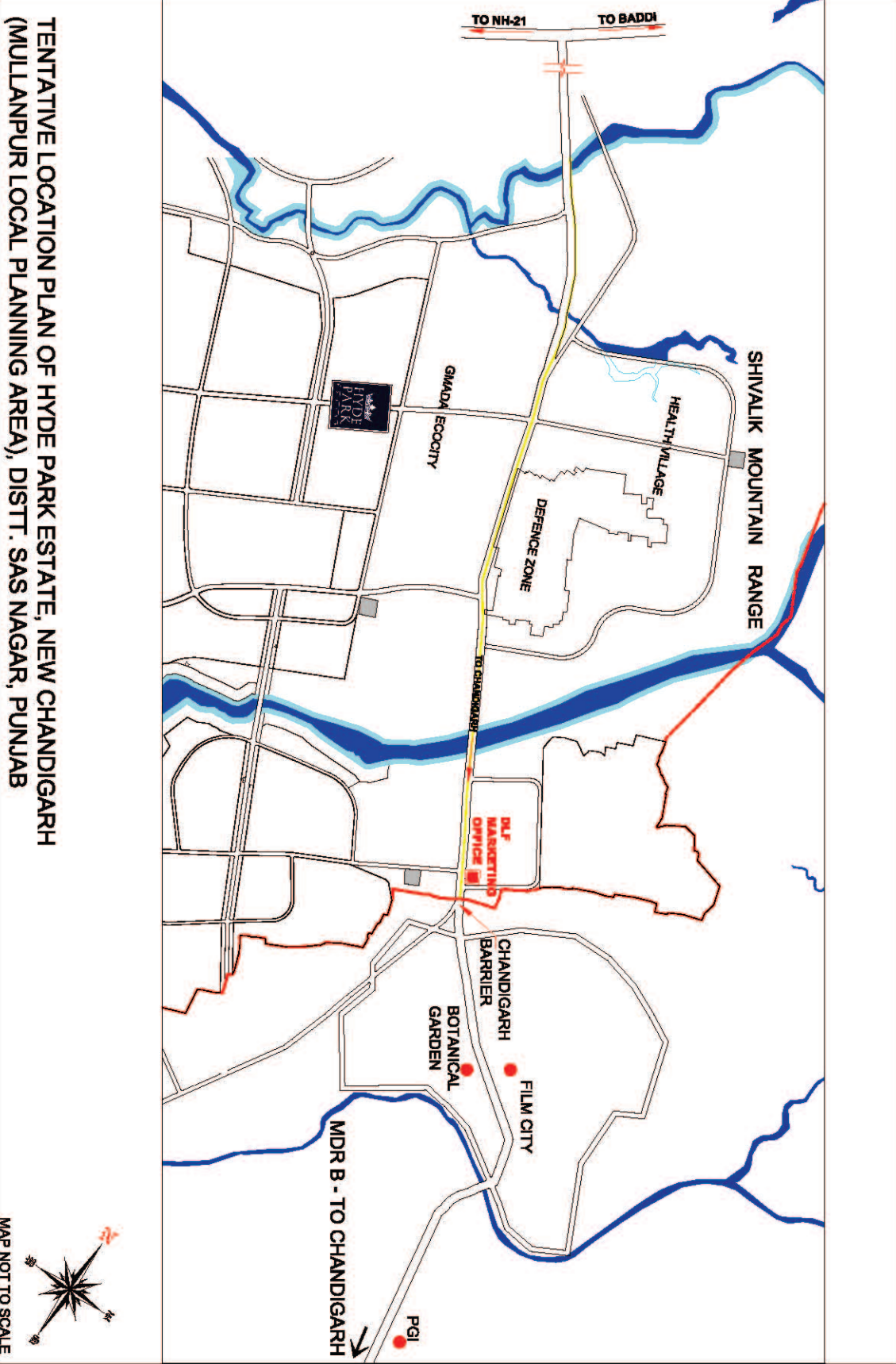
X \_\_\_\_\_  
(Sole/First Allottee)

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(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



LOCATION PLAN



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)

**MAINTENANCE AGREEMENT**

This Agreement is made at \_\_\_\_\_ on this day \_\_\_\_\_ of \_\_\_\_\_.

**AMONGST**

**DLF Universal Limited**, a company registered under the Companies Act, 1956 having its registered office at Shopping Mall, Arjun Marg, Phase-I, DLF City, Gurgaon, which expression shall include its affiliates, subsidiary (ies), associate(s) and holding company(ies) through its authorised signatory

1. Shri/Smt.     
First Name Middle Name

Last Name

S/D/W of

Resident of   
  
   
City State

Pincode

of the First Part;

**AND**

2) \_\_\_\_\_, registered under the Societies Registration Act, 1860 (hereinafter referred to as the "Association" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its authorized signatory

2. Shri/Smt.     
First Name Middle Name

Last Name

S/D/W of

Resident of   
  
   
City State

Pincode

of the Second Part;

**AND**

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

Shri/Smt.     
First Name Middle Name

Last Name

S/D/W of

Resident of

City State

Pincode

**OR**

X \_\_\_\_\_  
 (Sole/First Allottee)

X \_\_\_\_\_  
 (Second Allottee)

X \_\_\_\_\_  
 (Third Allottee)

\*\* \_\_\_\_\_ 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.      

|  |  |
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S/D/W of      

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Resident of  

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|  |  |
|  |  |

City      State  
Pincode

authorised by Board resolution dated [D][D][M][M][Y][Y][Y][Y] Of the **Other Part**.

\*\*Strike out whichever is not applicable

**WHEREAS** the User has entered into the Agreement (hereinafter defined) for the purchase of the Said Residential Plot (hereinafter defined) in the Said Residential Complex (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 Complex and the Said Complex and the Common Areas and Facilities situated within the Said Complex 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.

|                                  |                              |                             |
|----------------------------------|------------------------------|-----------------------------|
| X _____<br>(Sole/First Allottee) | X _____<br>(Second Allottee) | X _____<br>(Third Allottee) |
|----------------------------------|------------------------------|-----------------------------|

**“Agreement”** shall mean the Residential Plot buyer's agreement dated \_\_\_\_\_ entered into between the Company and the User for the sale of the Said Residential Plot to the User.

**“Common Areas and Facilities”** shall mean such common areas and facilities within the Said Complex which are earmarked for common use by the residents/occupants of the Said Complex 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 Residential Complex/ Said Residential Plot to be paid as per the payment plan to the Company or to the Maintenance Agency Rs. \_\_\_\_\_598/- per sq.mtr.(Rs. \_\_\_\_\_500/- per sq. yd. approx) approx. of the Plot Area of the Said Residential 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) responsible for providing the Maintenance Services within the Said Complex, which includes any person, body corporate, association, sole proprietorship, corporation, joint venture, trust, any government agency or any other organisation that may be appointed by the Company for carrying out maintenance and upkeep of the Said Complex.

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 Residential 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 Complex/ Said Residential Plot. The maintenance charges will be calculated on the basis of actual cost of Maintenance Services.

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

(Total cost of Maintenance Services/ Total built-up area of all the Residential Plots) X Total Built-up Area of the Said Residential 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 Residential Plot”** shall mean the Residential plot applied for by the Allottee, details of which have been set out in the Agreement and includes any alternative Residential plot, if allotted to the Allottee in lieu of the Said Residential Plot.

**“Said Residential Complex”** means the Residential complex being developed by the Company under the name and style of “Hyde Park Estate” within the Said Project.

**“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/ Residential & institutional complex including the Said Residential Complex/ convenient shopping centre, school, etc. as per the layout plan approved by CTP Punjab or any subsequent/ revised layout plan(s) so approved.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

**“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 Residential 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 Residential Complex**

- (i) Maintenance of the Common Areas and Facilities,
- (ii) Maintenance of open spaces, compound wall, landscaping, roads, paths and such other spaces within the boundary wall of the Said Residential Complex including maintenance of equipment for providing utilities,
- (iii) Operation and Maintenance of electrification equipments and ancillaries installed within the Said Residential Complex under bulk electric supply scheme, and sub-stations connected with supply of electrical energy and equipments installed in the Said Residential Complex for filtration, water supply, sewerage, sewage treatment plant, water treatment plant in the Said Residential Complex.
- (iv) Security services for the Said Residential Complex.
- (v) Insurance of the Said Complex including any structure, equipments installed in the Said Residential Complex.
- (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 Residential Complex.

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 Residential Complex 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 Residential Complex.

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

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(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



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 Residential Complex/ Said Residential Plot is located.

**B. Utilities:**

- (i) The Maintenance Agency shall bill, monthly, for the consumption of electrical energy inside the Said Residential Plot based on number of units consumed as indicated by the meter(s) installed in the Said Residential Plot at pre-determined rates (which for want of a more suitable standard / rate shall correspond) to the rates charged by PSEB to its direct consumers) falling in the schedule of tariff as applicable from time to time to the Said Residential 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 PSEB and deducting therefrom actual receipts from billing of electrical energy to all the Users of the Said Residential Complex on account of electrical energy consumed, monthly, inside their respective Said Residential 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 Residential plots. It is clarified and understood by the Users that Maintenance Charges are inclusive of cost incurred in arranging electrical energy from PSEB 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.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



- (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 Residential Plot, at any time, without any further notice.
- ((vi) Notwithstanding anything contained herein, the Maintenance Agency shall have the first charge on the Said Residential Plot for the recovery of the aforesaid unpaid amounts (including interest thereon).
- ((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 Residential 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 Residential Plot owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any Residential 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 Complex 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.

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

- (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 Residential 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 Complex or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default, shall be borne and paid by the User only.
- (iv) The User shall maintain the Said Residential 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 Residential 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 Complex or change or alter or make additions to the Said Residential Plot and keep the Said Residential Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Residential Complex 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 Residential Complex or anywhere on the exterior of the Said Residential Complex 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 Residential Plot or place any heavy material in the Common Areas and Facilities including the common passages or staircase of the Said Residential Complex. The User shall also not remove any wall, including the outer and load bearing wall of the Said Residential 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 Residential 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 Residential Complex 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

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

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 Residential Plot /Said Residential Complex including those or due to electrical devices installed in the Said Residential Plot. The hazards aforesaid originating from the Said Residential Plot /Said Residential Complex shall not impose any kind of legal or financial liability on the Maintenance Agency and the User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Residential 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 Residential Plot, as the said obligations go along with the Said Residential 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,

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

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 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**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

M/s \_\_\_\_\_  
(AUTHORISED SIGNATORY)

2. Signature \_\_\_\_\_  
DD \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

For and on behalf of  
M/s \_\_\_\_\_ LTD.  
(AUTHORISED SIGNATORY)

Mr./Mrs./M/s \_\_\_\_\_  
[User(s)]

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)

**ANNEXURE-I (of Annexure III)**

**APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY**

NO.

DATE:

CONNECTION NO.:

To

The Manager,

\_\_\_\_\_ ,

\_\_\_\_\_, Mullanpur.

The Allottee agrees to take from PSEB, (hereinafter called “\_\_\_\_\_”) at the Said Residential 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**

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

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(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)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



**ANNEXURE – II (of Annexure III)**

**SCHEDULE OF TARIFF (as applicable presently)**

**1. ENERGY CHARGES:**

- a) For billing purpose during the Financial Year  
(On Prevalent HPSEB 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 PSEB prevailing on the date of execution of this Application. Any amendment, addition, alteration or modification in the Schedule of Tariff of PSEB 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)

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 Residential 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)

**UNDERTAKING**

I \_\_\_\_\_ S/W/D/o, Sh. \_\_\_\_\_  
R/o \_\_\_\_\_  
have been allotted Residential 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 PSEB 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 Residential Complex.

X \_\_\_\_\_  
(Allottee)

X \_\_\_\_\_  
(Sole/First Allottee)

X \_\_\_\_\_  
(Second Allottee)

X \_\_\_\_\_  
(Third Allottee)



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**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

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