DLF INDIA LIMITED

APPLICATION FOR ALLOTMENT OF AN INDEPENDENT FLOOR AT HYDE PARK TERRACES IN HYDE PARK ESTATE, NEW CHANDIGARH, (MULLANPUR LOCAL PLANNING AREA), DISTRICT SAS NAGAR, PUNJAB.

To,

DLF India Limited Office: 2nd Floor, Gateway Tower, R-Block, Phase-III, DLF City, Gurgaon, Haryana -122002

X....(Sole/First Applicant)

Dear Sir(s),

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

The Applicant is desirous of applying for the allotment of an independent floor in the Said Project.

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

The Applicant requests that the Applicant may be allotted an independent floor in the Said Project as per the Company's: Down Payment Plan Installment Payment Plan The Applicant has read and understood the terms and conditions of allotment and is agreeable to the same. The Applicant encloses herewith a sum of Rs.6,00,000/-(Rupees Six Lac only) by bank draft/cheque drawn in favour of the "DLF India Ltd, Collection Account", payable at dated Chandigarh towards booking amount which is part of the Total Price (hereinafter defined). The Applicant agrees that if the Company allots the Said Independent Floor (hereinafter defined) in the Said Building (hereinafter defined), then the Applicant agrees to pay the Total Price and all other amounts, Taxes and Cesses (hereinafter defined), charges and dues as per the payment plan attached herewith as Annexure-III, opted by the Applicant and/or as and when demanded by the Company or in accordance with the terms of this Application/Agreement (hereinafter defined) that shall be executed by the Company and the Applicant. The Applicant understands that by submitting this Application, the Applicant does not become entitled to the final allotment of the Said Independent Floor in the Said Building/Said Project, notwithstanding the fact that the Company may issue a receipt in acknowledgement of the money tendered with this Application. The Applicant further understands that it is only after execution of the Agreement and the Applicant agreeing to abide by the terms and conditions laid down therein, the allotment of the Said

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Independent Floor shall become final. If the Applicant fails to execute and return the Agreement within thirty (30) days from the date of its dispatch by the Company, then the Company shall have the discretion to treat this Application as cancelled and on such cancellation the Earnest Money (hereinafter defined) along with the Non-Refundable Amounts (hereinafter defined), paid by the Applicant, shall stand forfeited.

The Applicant is aware that the layout plan (attached as **Annexure-I**) of the Said Project has been approved vide letter memo no.9338 CTP (PB) MPM -133 dated 23rd December, 2011 issued by CTP, Punjab. The Zoning Plan of the Said Project has also been duly approved by the Chief Town Planner, Punjab vide letter memo No 1965 CTP(PB) MPM 133 dated 11th May 2012. The NOC from Punjab Pollution Control Board has been duly obtained vide letter memo No. ZO-1/SAS Nagar/NOC/2012/Revised – 282 dated 10-4-2012. The permission from the Central Ground Water Authority for digging of Borewells has also been obtained vide letter memo No. 21-4(511)/NWR/CGWA/2011-3691 dated 30-5-2012. The Environment clearance has been granted by the State Level Environment Impact Assessment Authority, Punjab Vide letter No. SEIAA/M.S./2012/2705 dated 27/06/2012. Other necessary approvals/sanctions being the agreement with the Government through Secretary, Change of Land Use and exemption under Punjab Apartment and Property Regulation Act (PAPRA) for the Said Project have been duly obtained by the Company. The building plans for the independent floors have been submitted to the competent authority for requisite approvals.

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

The Applicant acknowledges that the Applicant has obtained from the Company all the information including the details given in the annexures and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same. The Applicant has relied on his own judgment, due diligence and investigation in deciding to apply for the allotment of the Said Independent Floor and has not relied upon and/or is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Project/ Said Building/ Said Independent Floor. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.

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

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

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

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(Sole/First Applicant)	(Second Applicant)

The particulars of the Applicant are given below for reference and record: 1(I) **SOLE OR FIRST APPLICANT** Please affix Title Mr. Mrs. M/s. your photograph here Name Son/Daughter/Wife of _____ Profession Residential Status: Resident/Non-Resident/Foreign National of Indian Origin_____ Income Tax Permanent Account No. Ward / Circle / Special Range and place where assessed to income tax_____ Mailing Address _____ Residential Address Tel No. _____Fax No. ____ Office Name & Address _____Tel No. _____ Mobile No. E-mail ID:

(ii) **SECOND APPLICANT** Please affix Title Mr. Mrs. M/s. your photograph here Name Son/Daughter/Wife of _____ Profession Residential Status: Resident/Non-Resident/Foreign National of Indian Origin_____ Income Tax Permanent Account No.____ Ward / Circle / Special Range and place where assessed to income tax_____ Mailing Address _____ Residential Address Tel No. Fax No. Office Name & Address _____Tel No. _____ Mobile No. E-mail ID: X..... X.....

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(Second Applicant)

**M/s	a partner	rship firm duly registered und	der the Indian Partnership Act
1932 having its office at		, through its duly	authorised partner Shri/Smt.
PAN/No.:			
	OR		
**	a Com	pany registered under the Co	impanies Act, 1956, having its
corporate identification no	_	_	
through its duly authorised signatory S			
datedAssoci	ation required), having PA	N No.:	
(**Delete whichever is not applicable)			
2. DETAILS OF SAID INDEPENDE	NT FLOOR:		
Said Independent Floor no.:		,	
Saleable area	_sq.mtr .(sq.ft. approx.)	
Specific area:	sq mtr(sq ft approx)	
Terrace areas :	sq.mtr. (sq.ft.approx.).	
Earmarked Courtyard:	sq.mtr.(sq.ft.approx.)	
Parking no			
3. DETAILS OF PRICING:			
Basic sale price(Saleable Area): @Rs.	/-per sq mtr ((Rs. /- per sq. ft. aggi	regating to Rs. /-
(Rupees			
Price of exclusive use of the Parking S	Space: Rs/-(Ru	ipees	only)
Preferential Location Charges as descri	ribed hereunder:		
Preferential Location Attributes: 1. East/ South East/North East Facin 2. Park /Green Belt Facing / Adjoinir 3. Wide Road(80'-0", 60'-0) /Sector Facin 4. Corner plots	ng	Charges per sq. mtr.(per sq.ft.approx)
Total Preferential Location Charges:	Rs. /- (Rupees	only)	
EDC: Rs	/per.sq.mtr.(Rs	/per	sq.ft. approx)
IDC: Rs	/per.sq.mtr.(Rs	/per	sq.ft. approx)
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(Second Applicant)

Total Price of the Said Independent Floor: Rs. IBMS: Rs. 538/-per.sq.mtr.(Rs.50/-per.sq.ft. appr.) Club Charges: As applicable		only)
4. DECLARATION:		
I/We, the Applicant(s) do hereby declare that my/our Appgiven by me/us are true and correct and nothing has been		he above particulars/information
Date You	urs faithfully,	
Place Signature of Applicant(s)		
FOR OFFICE	E USE ONLY	
RECEIVING OFFICER :		
Name: Signature:		
Date:		
2. Said Independent Floor no.:		
Saleable area sq.mtr. (_sq.ft approx.)	
Specific Area sq. mtr (sq. ft approx)	
Terrace areas : sq.mtr .(sq.ft (approx.).	
Earmarked Courtyard:sq.mtr. (sq.ft.approx.)	
Parking no		
3. Basic sale price (Saleable Area): @Rs/- (Rupees		/- per sq. ft. aggregating to Rs
Price of exclusive use of the Parking Space: Rs	/-(Rupees	only)
Preferential Location Charges as described hereunder:		
Preferential Location Attributes: 1. East/ South East/North East Facing 2. Park /Green Belt Facing / Adjoining 3. Wide Road(80'-0", 60'-0) /Sector Roads Facing/Adjoining	Charges per sq. mtr.(per sq.ft.approx)
x	х	

(Second Applicant)

Tota	al Preferential Locati	ion Charges: Rs. /- (R	Rupees only)	
ED	C· Rs	/ner sa mtr (Rs	/per sq.ft. approx)	
IDC			/per sq.ft. approx/	
IDC	. Ks		, per sq.rt. approx)	
	al Price of the Said In			
IBN		per.sq.mtr.(Rs.50/-per.sq.f	t. approx)	
PAY	YMENT PLAN:	Down Paymen	t Plan Installment Payment Plan	
5.	Payment received v	ide cheque/ DD/ Pay Ord	er No No da	tedfor
	Rs	out of NRE/N	RO/FC/SB/CUR/CAAcct	·
6.	Booking receipt no.		dated	
7.	Booking: Direct/Th	nrough Sales Organizer (bi	roker)	
8.	Broker's Name, Ad	dress & Stamp With Signa	ture	
1.	Check-list for Re	eceiving Officer:		
(a)	Booking amount.			
	•		cation form at places marked as "X".	
		PAN Card / Form 60 / Fo		
(u)		under common seal of th	lum & articles of association and board resolution in	i support of the
(e)			gn inward remittance from the account of the Applic	cant/ NRE/ FCNR A/c
, ,	=	I-7/ passport photocopy.		
(f)	For NRI's: Copy of p Applicant.	bassport / Foreign inward	remittance from the account of the Applicant/ NRE	/ NRO A/c of the
(g)		: Partnership deed and au	athorization to purchase and firm registration certifi	cate.
_	For HUF cases: Writ	=	l members of the HUF authorizing the Karta to sign	
(i)			, electricity bill, telephone bill, voter ID, etc.	
Dat	e		Place	
Cle	ared by stock on		SALES HEAD	
				SIGNATURE
v			V	

4. Corner plots

(Second Applicant)

TERMS AND CONDITIONS FOR ALLOTMENT OF AN INDEPENDENT FLOOR, IN HYDE PARK TERRACES IN HYDE PARK ESTATE, NEW CHANDIGARH, (MULLANPUR LOCAL PLANNING AREA), DISTRICT SAS NAGAR, PUNJAB.

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

Definitions and Interpretation:

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

- **"Act"** shall mean the Punjab Apartment & Property Regulation Act 1995, Punjab Apartment Ownership Act 1995 and or any statutory amendments or modifications thereto.
- "Additional PLC" means the charges payable in addition to the PLC for the Said Independent Floor being additionally preferentially located calculated on per sq meter/per sq.ft basis of the Saleable Area of the Said Independent Floor.
- "Agreement" means the Independent Floor Buyer's Agreement for the Said Independent Floor to be executed by the Applicant and the Company.
- "Applicant" shall mean the applicant(s) applying for the allotment of the Said Independent Floor, whose particulars are set out in this Application and who has/have appended his/their signatures in acknowledgement of having agreed to the terms and conditions of this Application.
- "Application" shall mean this application form including all annexures, schedules for allotment of Said Independent Floor in the Said Project on the terms and conditions contained herein.
- "Company" shall mean DLF India Limited, having its registered office at I-E Jhandewalan Extension, Naaz Cinema Complex, New Delhi 110055 and includes its affiliates, subsidiary (ies), associate (s) and holding company.
- "Earnest Money" means booking amount paid by the Applicant along with the Application.
- "External Development Charges (EDC)" means the charges levied or leviable on the Said Complex/ Said Land (whatever name called or in whatever form) by the Government of Punjab or any other Competent authority and with all such conditions imposed to be paid by the Applicant and also includes any further increase in such charges.
- "Footprint" shall mean the precise land underneath the Said Building.
- "Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:
- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction

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(Sole/First Applicant)	(Second Applicant)

from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;

- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or; if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Independent Floor / Said Building/Said Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court, or for any reason whatsoever.
- (h) any event or circumstances analogous to the foregoing.
- "Governmental Authority" or "Governmental Authorities" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/local authority having jurisdiction over the land on which the Said Project/Said Building is situated;
- **"Interest Bearing Maintenance Security (IBMS)"** means the interest bearing maintenance security to be paid by the Applicant for the maintenance and upkeep of the Said Project/Said Building, to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 538/- per sq. mtr.(Rs.50/-sq.ft.) of the saleable area of the Said Independent Floor. IBMS shall carry a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March to be adjusted in the manner to be stated in the Agreement.
- "Infrastructure Development Charges (IDC)" shall mean the infrastructure development charges, levied or leviable, now or in future, by whatever name called, by the Governmental Authority(ies) for recovery of the cost of development of State/National Highways, transport, irrigation facilities, power & water facilities etc and includes any additional levies, fees, cesses, charges, etc and any further increase in such charges.
- "Infrastructure Augmentation Charges (IAC)" means the infrastructure augmentation charges levied/leviable (by whatever name called, now or in future) by the Governmental Authority(ies) for recovery of the cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in any such charges.
- **"Maintenance Agency"** means the person (s) who shall carry out the maintenance and upkeep of the Said Project and who shall be responsible for providing the maintenance services within the Said Building/Said Project, which may be the Company or association of independent floor owners or such other appointed agency/ body/ company to whom the Company may handover the maintenance of the Said Project.
- "Maintenance Charges" shall have the meaning ascribed to it in the draft maintenance agreement for maintaining the Common Areas and facilities in the Said Building / Said Project which shall be more elaborately described in the draft maintenance agreement attached to the Agreement.
- **"Non Refundable Amounts"** means interest paid or payable on delayed payments, interest paid or due on installments, brokerage paid/payable by the Company, if any, etc.
- **"Parking Space(s)"** means parking space(s), if any, allotted to the Applicant for exclusive use, details of which are mentioned in this Application.
- **"Preferential Location Charges (PLC)"** shall mean the charges for the preferential location of the Said Independent Floor, payable as applicable, to be calculated on per sq. mtr/per sq. ft. basis of the Saleable Area of the Said Independent Floor.
- "Said Building" means the building in which the Said Independent Floor is located.
- "Said Plot" means the specific plot on which the Said Building shall be constructed/developed.
- **"Said Independent Floor"** means the specific independent floor applied for by the Applicant, details of which have been set out in the Application and includes any alternative independent floor that maybe allotted by the Company in lieu of the Said Independent Floor.

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(Sole/First Applicant)	(Second Applicant)

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

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

"Taxes and Cesses" means any and all taxes and cesses including but not limited to value added tax (VAT), state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other Taxes and Cesses, by whatever name called, paid or payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. in connection with the development/ construction of the Said Independent Floor/Said Building/Said Project now or in future.

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

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

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

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(Sole/First Applicant)	(Second Applicant)

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

- 1. The Applicant has applied for allotment of the Said Independent Floor and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Independent Floor/ Said Building/Said Project and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Said Independent Floor/ Said Building/Said Project is being developed/constructed and has understood all limitations and/or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and can not be withdrawn.
- 2. The Applicant shall pay the Total Price in accordance with the payment plan opted by the Applicant and in addition the Applicant shall also be liable to pay all other amounts, charges, Taxes and Cesses and any other dues mentioned in this Application and/or the Agreement. The Applicant agrees and understands that the Total Price of the Said Independent Floor and other charges are calculated on the basis of the saleable area of the Said Independent Floor which is tentative and subject to change upon approval of building plans and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant that the definition of saleable area and specific area is more clearly set out in Annexure-II.
- 3. Subject to the other terms and conditions of this Application/Agreement, on and after the payment of the Total Price, Taxes and Cesses, other charges and dues as per the Application/Agreement, the Applicant shall have the i) ownership of the specific area of the Said Independent Floor; ii) right to exclusive use of the earmarked courtyard or terrace area, as applicable; iii) undivided interest and the right to use common areas and facilities (Annexure IV) along with the other independent floor owners; iv) right to exclusive use of the allotted Parking Space (s), if any and; v) undivided proportionate interest in the Footprint of the Said Building for which the calculation shall be the ratio of saleable area of the Said Independent Floor to the total saleable area of all independent floors in the Said Building/Said Plot, as the Company may decide.
- 4. The Applicant agrees that the Applicant shall not have any right in any commercial premises, building, shops, community centers, club, school, convenient shopping centre, etc if constructed in the Said Project as the Company shall be the sole owner of the same and the same shall always vest with the Company. The Company, as the owner, shall be free to dispose off the same on such terms and conditions, as it may deem fit. The Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club, convenient shopping centre, school, etc. or in the operation and management, including but not limited to creation of further rights in favour of any other party/Company by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit.
- 5. The Applicant further agrees that the Applicant shall not have any right to change the external façade/exterior of the Said Independent Floor and would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Said Building or common areas. Further, the Applicant agrees that the Applicant shall not store any hazardous, combustible goods in the Said Independent Floor, parking areas, terraces or place any material in the common passage or staircase of the Said Building.

The Applicant understands that the saleable area of the Said Independent Floor does not include any recovery/loading towards the cost of construction or land area of club/community center within the Said Project. The Applicant agrees and understands that the Applicant shall only have conditional right of usage of facilities which may be provided in the club/community center within the Said Project. However, the Company reserves the right to include such area in the computation of the final super area of the Said Independent Floor at any stage with the proviso that the price shall not be charged for such additional area of the club/community center from the Applicant and the Applicant shall not raise any objection thereto. This right of usage is limited to the club/community center within the Said Project only and is subject to the fulfillment of the terms and conditions as stipulated in this Application and schedule of payments. The Company shall have the right to formulate the management, structure and policy, rules and regulations for the said club/community center and upon intimation of the formalities to be complied with by the Company the Applicant undertakes to fulfill the same. It is understood that the club/community center usage is limited only to the occupants of the Said Project and the Company may make suitable provisions and covenants to this effect and in the necessary documents which the Applicant agrees and undertakes to comply with, without raising any objections. It is understood that the entire operating cost of the said club/community center, facilities, direct usage charges of the facilities used and items consumed by the Applicant from time to time, shall in no way constitute any portion of the Total Price of the Said Independent Floor and shall be paid extra

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by the Applicant.

- 6. The Applicant confirms and represents that the Total Price and other charges and dues mentioned in this Application/Agreement do not include any payment whatsoever for any lands, buildings, club, community centre, common areas, facilities and amenities falling outside the Said Independent Floor/ Said Project, if any, owned by the Company and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right, title, interest of any kind whatsoever in any lands, buildings, club, community centre, common areas, facilities and amenities falling within/outside the Said Independent Floor/Said Project save and except the use of common areas (for the purpose of direct exit to the nearest street only) to be identified by the Company in its sole discretion and upon such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant. The Applicant understands and confirms that the Company may carry extensive developmental / construction activities in future in the entire area falling outside the Said Building in which the Said Independent Floor may be located and the Applicant shall not have any right to object or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant due to such developmental /construction activities or incidental / related activities. It is agreed by the Applicant that all rights including the ownership thereof of land(s), facilities and amenities outside the Said Building, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion.
- 7. In addition to the Total Price and other charges mentioned in the Application/Agreement, the Applicant agrees to pay amounts towards the club facility to be provided in Said Project, such as:

a. Membership Fees : Rs. 1,50,000/- for 5 years

b. Annual Club Charges : Rs. 6,000/- p.a.c. Refundable Security : Rs. 20,000/-

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

- 8(a) The Applicant agrees and understands that the Said Independent Floor / Said Building/Said Plot/Said Project may be subject to the Act. The common areas and facilities and the undivided interest of each independent floor owner in the Foot Print of the Said Building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding upon the Applicant. The Applicant agrees and confirms that the Applicant's right, title and interest in the Said Independent Floor, common areas and facilities and the undivided interest in the Foot Print shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Applicant shall be required to join the society/association of the owners and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
- (b) The Applicant agrees that the Company may for the purpose of complying with the provisions of the Act or any other applicable laws substitute the method of calculating the undivided proportionate interest in the Footprint of the Said Building and in common areas and facilities in any declaration with respect to the Said Independent Floor in any manner as maybe necessary for such compliance.
- 9. The Applicant agrees and undertakes to ensure the compliance of the condition stated in the environmental clearance, together with any other condition as may be imposed by the concerned authority(ies), including but not limited to the use of the treated waste water for flushing purposes.
- 10. The Applicant agrees and understands that in addition to the Total Price, the Applicant shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:

a)) .	A sum ec	quivalent	to the	proportionate	share of	applicable	Taxes and	Cesses	shall b	e paid b	y the A	pplicant	to the

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Company. The proportionate share shall be the ratio of the Said Independent Floor in the Said Building and to the total area of the Said Project.

- b) The Company shall periodically intimate to the Applicant herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above, which shall be final and binding on the Applicant, and the Applicant shall make payment of such amount within 30 (thirty) days of such intimation.
- 11. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable, now or in future, by the Government, municipal authority or any other Governmental Authority on the Said Independent Floor/ Said Building/Said Project or land appurtenant thereto as the case may be, as assessable or applicable from the date of the Application. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant till the Said Independent Floor is assessed separately.
- 12. The Applicant agrees that if due to any change in the lay-out plan/building plan of the Said Building/Said Independent Floor:
- a) The Said Independent Floor ceases to be preferentially located, then only the amount of PLC, paid by the Applicant shall be refunded with simple interest @ 9% (nine percent) per annum from the date of realization of the amounts of PLC and such refund shall be through adjustment in the next installment, as stated in the schedule of payment opted by the Applicant.
- b) The Said Independent Floor becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant shall pay PLC of the Said Independent Floor to the Company, as applicable and payable additionally along with next installment, as stated in the schedule of payment opted by the Applicant.
- c) The Said Independent Floor becomes additionally preferentially located, the Applicant shall pay Additional PLC to the Company as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Applicant.
 - The Applicant understands that in case of change in the location of the Said Independent Floor due to change in the layout plan/building plan of the Said Building/Said Independent Floor or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.
- 13.(a) The Applicant agrees to pay EDC/IDC as presently calculated as per the data available with the Company and as is stated and demanded as a part of the payment plan by the Company. It is understood by the Applicant that the amount of EDC/IDC as mentioned in the payment plan is only an estimate based on the data presently available with the Company. The Applicant agrees to make payment towards any increase in EDC/IDC levied/ leviable by the Government or any other competent authority(ies), by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies). The pro-rata demand made by the Company to the Applicant with regard to increase in EDC/IDC shall be final and binding on the Applicant. If the increased EDC/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 EDC/IDC is levied (including with retrospective effect) after the conveyance deed has been executed, the Applicant(s) agrees and undertakes to pay the same on demand by the Company and if the demanded charges are not paid then the same shall be treated as unpaid sale price of the Said Floor and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Independent Floor till such unpaid charges are paid by the Applicant.
- (b) The Applicant agrees to make payment of IAC and any increase in IAC as and when levied/ leviable by the Government or any other competent authority(ies), by whatever name called or in whatever form and with all such conditions imposed by the Government and/or any competent authority(ies). The pro-rata demand made by the Company to the Applicant with regard to levy of IAC and/or increase in IAC shall be final and binding on the Applicant. If the IAC/increased IAC is not paid, then same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If the increased IAC is levied (including with retrospective effect) after the conveyance deed has been executed the Applicant(s) agrees and undertakes to pay the same on demand by the Company

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(Sole/First Applicant)	(Second Applicant)

and if the demanded charges are not paid then the same shall be treated as unpaid sale price of the Said Floor and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Independent Floor till such unpaid charges are paid by the Applicant.

- 14. The Applicant agrees and understands that the price of the Said Independent Floor is based on the price of materials and labour charges pertaining thereto on and around the (13 August 2012). If, however, during the progress of construction upto the expiry of thirty(30) months from the abovementioned date, there is an increase/decrease in the price of the materials used in the construction work and/or labour charges, the same shall be recoverable/payable respectively by the Applicant. The Reserve Bank of India's published indexes shall form the basis of the computation of the escalation/reduction charges. The details and the methodology for calculating the escalation/reduction charges shall be more elaborately described in the Agreement. The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of escalation/reduction charges done by the Company from time to time as per the methodology more elaborately described in the Agreement. Such escalation/reduction charges, as intimated to the Applicant, shall be final and binding on the Applicant and shall be collected/reimbursed along with the next installment or in lump sum before or at the time of offer of possession of the Said Independent Floor. Such escalation/reduction charges shall, however, be subject to a maximum of +/-5% of the Total Price of the Said Independent Floor. The Applicant agrees and understands that any default in payment of the escalation charges shall be deemed to be a breach under the terms and conditions of the Application/Agreement.
- 15.1 The Total Price mentioned in this Application is inclusive of cost of providing electric wiring and switches in Said Independent Floor and the fire fighting equipment in the common areas only as provided in the existing Fire Fighting Code/Regulations and as contained in the National Building Code 2005.
 - The Total Price does not include the cost of electric fittings, fixtures, geysers, exhaust fans, electric and water meter, etc. which shall be got installed by the Applicant at his own cost as well as the charges for water and electricity consumption.
- 15.2 If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other applicants as determined by the Company in its absolute discretion.
- 15.3. In addition to the Total Price, the Applicant agrees and understands that the Applicant shall be liable to pay the following charges:
- (i) Proportionate share of cost for providing/provisioning for power back up including that of equipments, DG set, cabling, installation etc. Facility for power back-up at a load factor of 70% and an overall diversity of 70% as under:
- a) For independent floor upto area 1950 sq. ft. not exceeding 8 KVA per independent floor.
- b) For independent fl0oor upto area between 1951 and 2500 sq. ft. not exceeding 10 KVA per independent floor.
- (ii) All amounts and charges paid/payable/provisioned by the Company to Punjab State Power Corporation Ltd. (PSPCL)) or any other body.
- (iii) Proportionate share towards the cost incurred/provisioned by the Company for construction/ installation of sub-station/ power house/transformers/ equipments, etc.
- (iv) Charges /costs for providing connection from feeder pillars upto the Said Independent Floor including any amounts/charges and cost for meter installation.
 - The aforementioned charges shall be paid as and when demanded by the Company and the determination of the proportionate share by the Company shall be final and binding upon the Applicant. The Applicant agrees that in case of failure of the Applicant to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of the Said Independent Floor and the Company shall have the discretion to withhold the conveyance/registration of the Said Independent Floor and/or resume the Said Independent Floor.
- 16. The Applicant agrees that time shall be the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, payable by the Applicant as per the payment plan opted by the Applicant and/or as demanded by the Company from time to time and as mentioned in this Application / Agreement.

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(Sole/First Applicant)	(Second Applicant)

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

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

- 18. The Applicant understands that the Parking Space(s) allotted to the Applicant shall be an integral part of the Said Independent Floor which cannot be sold/dealt with independent of the Said Independent Floor. The Applicant may apply for additional parking space(s) which may be allotted subject to availability and at the prevailing price. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. It is made clear to the Applicant that the Parking Spaces as set out in the payment plan, allotted to the Applicant for the exclusive use is reserved for the Applicants use only, to the exclusion of other applicants in the Said Project. The Applicant shall have no right, title or interest in other unreserved car parking spaces, if any, available to the visitors/ other applicants/ users in the Said Project and such car parking spaces shall be under the exclusive ownership of the Company and shall be dealt by the Company at its own discretion as it may deem fit.
- 19. The Applicant has seen and accepted the plans (Annexure-I & I A), specifications (Annexure V) and has applied for the allotment of the Said Independent Floor with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Said Independent Floor and /or Said Building, floor plans (Annexure VI) and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast by the Company as it may deem fit and also subject to changes/modification by the competent authority.

However, in case of any major alteration / modification resulting in more than 15% change in the saleable area of the Said Independent Floor or material and significant changes in the specifications of the Said Independent Floor any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant will be informed in writing by the Company of such change and the difference in price of the Said Independent Floor to be paid by him or refunded to him by the Company as the case may be. The Applicant agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant objects to such change in writing, within the permitted time and the Company alone in its discretion decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Applicant alongwith interest @ 6% per annum only calculated from the date of realization of respective amount(s) paid by the

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(Sole/First Applicant)	(Second Applicant)	

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

- 20. The Applicant understands and agrees that the Company has invested a substantial amount on purchase of the project land, government dues, and on other expenses and charges in respect of the Said Project. The Applicant accepts and agrees that the amount paid by the Applicant is against the capital investment of the Company, payment of charges and for betterment of the Said Project apart from payment of development cost, interest on capital investment, marketing cost and margins. The Applicant has no objection in case the money paid by the Applicant is used for all or any of the said purposes or as may be deemed fit by the company.
- 21 The Applicant agrees and understands that in case the Company is able to get additional Floor Area Ratio (FAR), by the Governmental Authority and the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR in the manner it may deem fit including but not limited to making additional buildings in and around the land of the Said Project as per the approvals granted by the Governmental Authorities. The Applicant further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Project. The Applicant acknowledges that the Applicant has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the Said Project.
- 22. The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensating whatsoever, provided the Applicant is not in breach of any of the terms of this Application/Agreement.

The Applicant agrees and acknowledges that the Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Applicant, along with 9 % interest per annum from the date of receipt of such amount and the Applicant shall have no other claim of any nature whatsoever.

- 23. The Applicant agrees that the Company shall not be liable for any delay by the Government or any other authority in providing the services including but not limited to sector roads, trunk sewage, storm water drainage, power supply etc.
- 24 (a) Subject to other terms of this Application and the Agreement including but not limited to timely payment of the Total Price, stamp duty and other amounts, charges and dues by the Applicant as mentioned in the Application/Agreement, the Company shall endeavor to complete the construction of the Said Independent Floor within Thirty (30) months from the date of this Application. The Company will offer the possession of the Said Independent Floor to the Applicant as and when the Company receives the occupation certificate from the competent authority(ies). Any delay by the Applicant in taking the possession of the Said Independent Floor from the date of offer of possession, would attract holding charges @ Rs. 107.64/per sq. mtr. (Rs.10/- per sq. ft.) per month of the saleable area of the Said Independent Floor for any delay of one month or any part thereof.
- (b) Subject to the terms and conditions of the Agreement, in case of any delay (except due to Force Majeure conditions) by the Company in completion of construction of Said Independent Floor and receiving occupation certificate of the Said Project and the Applicant not being in default/breach of the terms and conditions set out in this Application/Agreement, the Company shall pay compensation @ Rs. 107.64 per sq.mtr (Rs.10/- per sq. ft.) of the saleable area of the Said Independent Floor per month or part thereof only to the first named Applicant and not to anyone else. The Applicant agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Applicant may suffer and the Applicant agrees that it shall have no other right claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Said Independent Floor to the Applicant first named.
- 25. The Applicant agrees to enter into a maintenance agreement with the Maintenance Agency for the maintenance and upkeep of the Said Building/Said Project and undertakes to pay the maintenance bills/ charges thereof. The cost of operation, repair

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(Sole/First Applicant)	(Second Applicant)

and maintenance, etc. of the lift in the Said Building shall be equally shared by the three allottees of the independent floors in the Said Building. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant agrees to deposit IBMS, as per the schedule of payment and to always keep deposited the same with the Company or the Maintenance Agency.

- 26. The Applicant agrees to pay as and when demanded by the Company, stamp duty, registration charges, and all other incidental and legal expenses for execution and registration of the Agreement and conveyance deed of the Said Independent Floor, within the stipulated period and upon receipt of the Total Price, other dues, charges and expenses as maybe payable or demanded from the Applicant in respect of the Said Independent Floor/Parking Space(s). In case, the Applicant fails to deposit the stamp duty, registration charges, and all other incidental and legal expenses, within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and Non Refundable Amounts, etc. and refund the balance amount, if any, to the Applicant, without any interest, upon realization of money from resale/re-allotment to any other party.
- 27. (a) The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amounts in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of failure by the Applicant to sign and return to the Company, the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Independent Floor/Parking Space. The Company shall thereafter be free to resell and/or deal with the Said Independent Floor in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts, would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Independent Floor but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Independent Floor for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the Applicant is less than the Earnest Money and the Non-Refundable Amounts then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.
- (b) Without prejudice to the Company's aforesaid rights, the Applicant agrees that the Company may at its sole discretion waive the breach by the Applicant in writing, in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18% per annum.
- 28. The Applicant agrees and confirms that any rights on the Said Independent Floor are not assignable to any third party till expiry of four(04) months from the date of execution of the Agreement. However, after expiry of the four months, the Company may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications from any Governmental Authority/agency/body and their directions as maybe in force, upon receiving a written request from the Applicant permit the Applicant to get the name of his nominee substituted, added and/or deleted in his place subject to such terms, conditions and charges as the Company may impose. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination/transfer/assignment, deletion and/or substitution.
- 29. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution / bank, by way of mortgage / charge/ securitization of receivables of the Said Independent Floor subject to the Said Independent Floor being free of any encumbrances at the time of execution of conveyance deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Independent Floor for all its dues and other sums payable by the Applicant or in respect of the loan granted.
- 30. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks, for the purchase of the Said Independent Floor, the conveyance of the Said Independent Floor in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks from which the Applicant has opted for such loan arrangement.
- 31. The Applicant shall indemnify and keep the Company, its directors, agents, representatives, employees, estate and effect, etc. indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in the Application and the Agreement.
- 32. The Applicant agrees that in case the Applicant is a NRI or non-resident / foreign national of Indian origin / foreign national

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(Sole/First Applicant)	(Second Applicant)	

etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard.

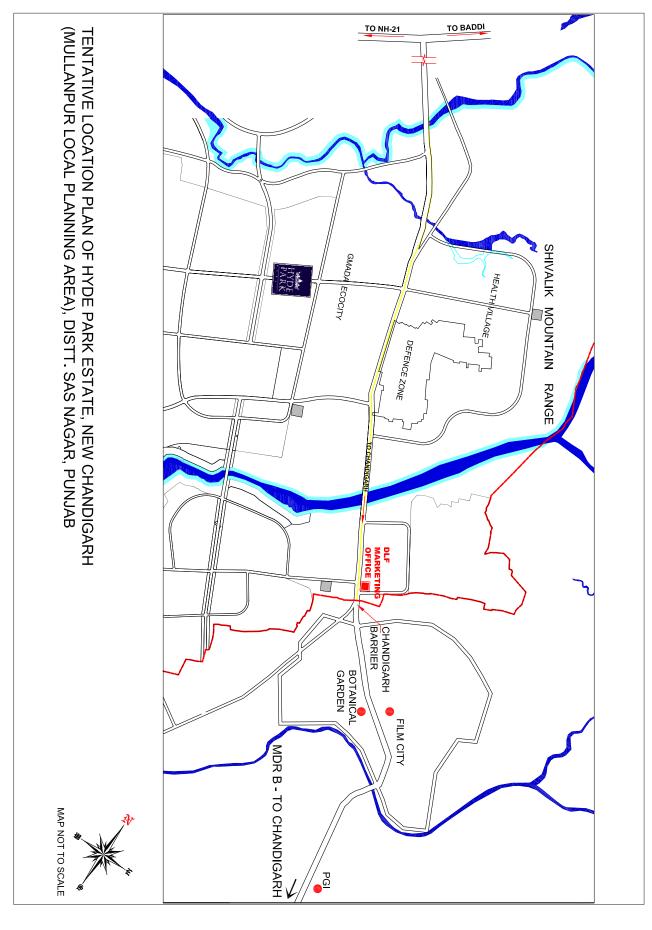
- 33. The Applicant agrees to inform the Company, in writing, any change in the mailing address mentioned in this Application, failing which, all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all applicants.
- 34. The Applicant agrees that the Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on his own.
- 35. The Applicant understands that the final allotment of the Said Independent Floor is entirely at the discretion of the Company.
- 36. The Applicant understands that this Application is purely on tentative basis and the Company may decide not to allot any or all the independent floors in the Said Building/ Said Project to anybody or altogether decide to put at abeyance the project itself, for which the Applicant shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant.
- 37. The Applicant agrees that all provisions contained herein and obligations arising hereunder in respect of the Said Independent Floor shall equally be applicable to and enforceable against all occupiers and / or subsequent purchasers/ assignees/ nominees of the Said Independent Floor as the said obligations go along the Said Independent Floor for all intents and purposes.
- 38. The Applicant agrees that the Company shall have the right to transfer ownership of the Said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
- 39. The Applicant agrees and understand that terms and conditions of the Application and those of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law and/or Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Applicant.
 - The Company further reserves the right to correct, modify, amend or change all the annexures attached to this Application and also annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed.
- 40. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application/Agreement, including the interpretation and validity of the terms thereof and respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Chandigarh by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding on the parties. The Applicant hereby confirms that the Applicant shall have no objection to such appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubt as to the independence or impartiality of the sole arbitrator appointed by the Company. It is understood that no other person shall have the power to appoint the arbitrator. The Courts at Kharar alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

(Sole/First Applicant)	(Second Applicant)
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	SIGNATURE OF THE SECOND APPLICANT
Place:	SIGNATURE OF THE FIRST APPLICANT
Date:	



X.....

X.....(Second Applicant)



INDEPENDENT FLOORS, DLF Hyde Park Estate, New Chandigarh

DEFINITION OF SALEABLE AREA

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

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

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

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

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

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

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(Sole/First Applicant)	(Second Applicant)	

HYDE PARK ESTATE, NEW CHANDIGARH

PAYMENT PLAN - INDEPENDENT FLOORS

PRICES

Unit Price of Independent Floor As applicable

11.00% Down Payment Rebate

Preferential Location Charges As applicable

External development Charges As applicable

Parking As applicable

Rs.50/- per Sqft Interest Bearing Maintenance Security (IBMS)

DOWN PAYMENT PLAN

On Application for Booking Rs. 600000/-

Within 30 days of Booking 95% of Total Price Less:

a)Booking Amount b)Down payment rebate

On Offer of Possession 5% of Total Price + IBMS + Club Charges +

Registration + Stamp Duty + Other charges, if any

CONSTRUCTION LINK PAYMENT PLAN

On Application for Booking Rs. 600000/-

Within 2 Months from the date of Booking 15% of Total Price less Booking Amount

Within 4 months from the date of Booking 10% of Total Price

Within 6 months from the date of Booking 10% of Total Price

Start of External Storm Water Works or

7.5% of Total Price Within 8 months from the date of Booking, whichever is later

Start of External Electric Works or

Within 10 months from the date of Booking, whichever is later 7.5% of Total Price

Start of Road Works or

Within 12 months from the date of Booking, whichever is later 7.5% of Total Price

Casting of Ground Floor Slab or

7.5% of Total Price Within 14 months from the date of Booking, whichever is later

Casting of 1st Floor Slab or

Within 16 months from the date of Booking, whichever is later 5% of Total Price

Casting of 2nd Floor Slab or

Within 18 months from the date of Booking, whichever is later 5% of Total Price

Casting of Terrace Floor Slab or

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Start of Flooring a	and Tile Work or
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Within 22 months from the date of Booking, whichever is later 5% of Total Price

Start of fixing of Door Frames and installation of Windows or

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

On filing of Application for Completion Certificate

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

On offer of Possession 5% of Total Price + IBMS + Club Charges

+Registration+Stamp Duty + other charges, if any

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

Notes

- 1. The rebate for early payment is presently @ 12.5% per annum and shall be subject to change from time to time.
- 2. Service Tax/ any other tax, if applicable, would be payable by the customer as and when demanded.
- 3. The yearly simple interest payable on IBMS shall be determined by the company as per the applicable rates on "one year" Fixed Deposits accepted by State Bank of India at the close of each financial year on 31st March.
- 4. Stamp duty & Registration charges shall be payable along with the last installment as applicable.
- 5. The Company would pay compensation to its first named Applicant only @ Rs.10 per sq.ft. per month for any delay in handing over the product beyond the committed period mentioned in the Independent Floor Buyer's Agreement. Similarly, the customer would be liable to pay holding charge @ Rs.10/- per sq.ft. per month if he / she fails to take possession within 30 days from the date of the company issuing notice of possession.
- 6. External Development Charges amounting to Rs 915/- per Sq Mtr calculated as per current rates shall also be paid by the Intending Allotee (s). In case of any upward revision thereof by the Govt. agencies in future, the same would be recovered on prorata basis from the Customer.
- 7. In addition of the Total Price, the applicant shall pay an amount of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only) towards Club Membership Fees for 5 years, Rs.6,000/- (Rupees Six thousand) for Annual Club Charges, Rs. 20,000/- (Rupees Twenty thousand) towards Refundable Security of Club, as and when demanded by the Company.
- 8. Prices, terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive.

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(Sole/First Applicant)	(Second Applicant)	

COMMON AREAS & FACILITIES

PART-A:

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

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

PART-B:

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

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

PART-C:

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

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

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

PART-D:

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

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(Sole/First Applicant)	(Second Applicant)	

PART-E:

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

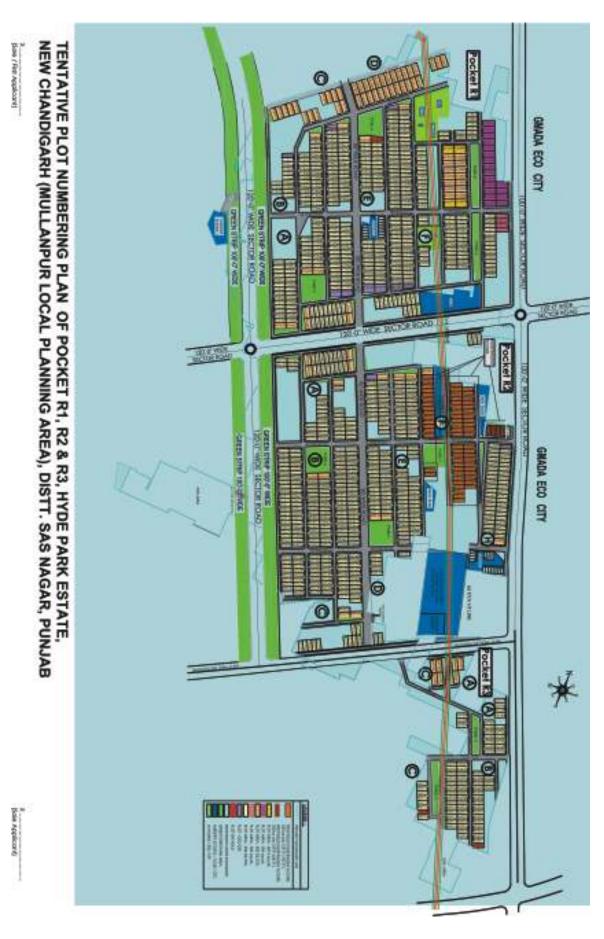
A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

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

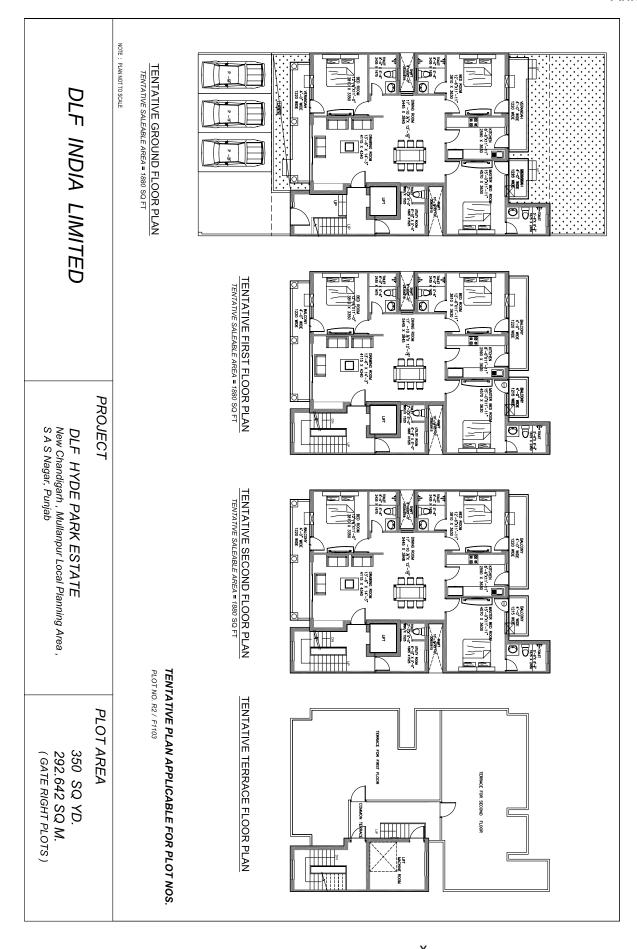
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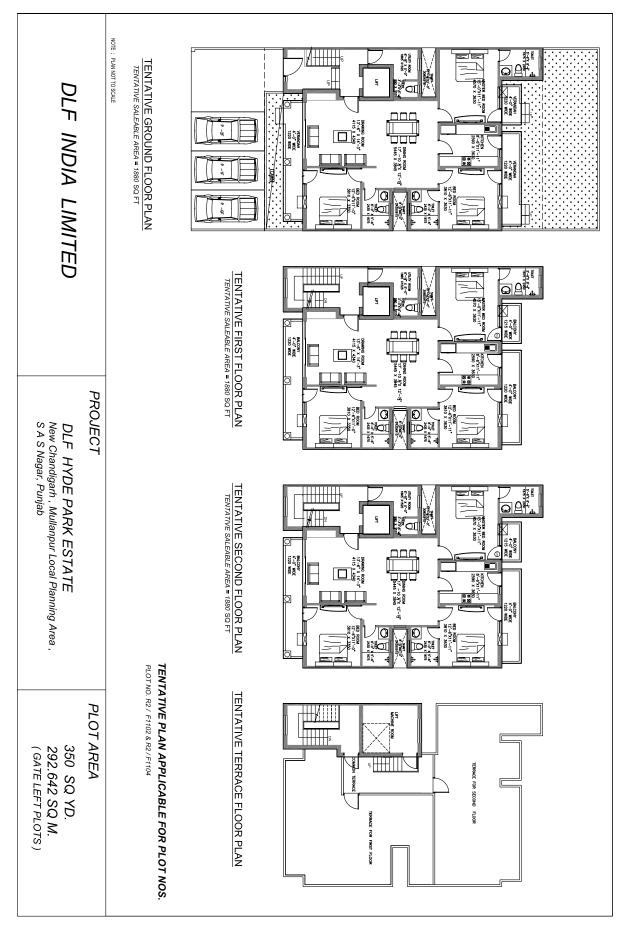
DLF HYDE PARK ESTATE, NEW CHANDIGARH	
	TENTATIVE SPECIFICATION
LIVING/DINING ROOM	Flooring - Vitrified Tiles
ET (IT (G) ET (IT (G) IT (G) IT	Walls - Plastic Emulsion
	Ceiling - OBD
BED ROOM	Walls - Plastic Emulsion
	Ceiling - OBD
	Flooring - Vitrified Tiles/Laminated Wooden Flooring
Kitchen	Flooring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

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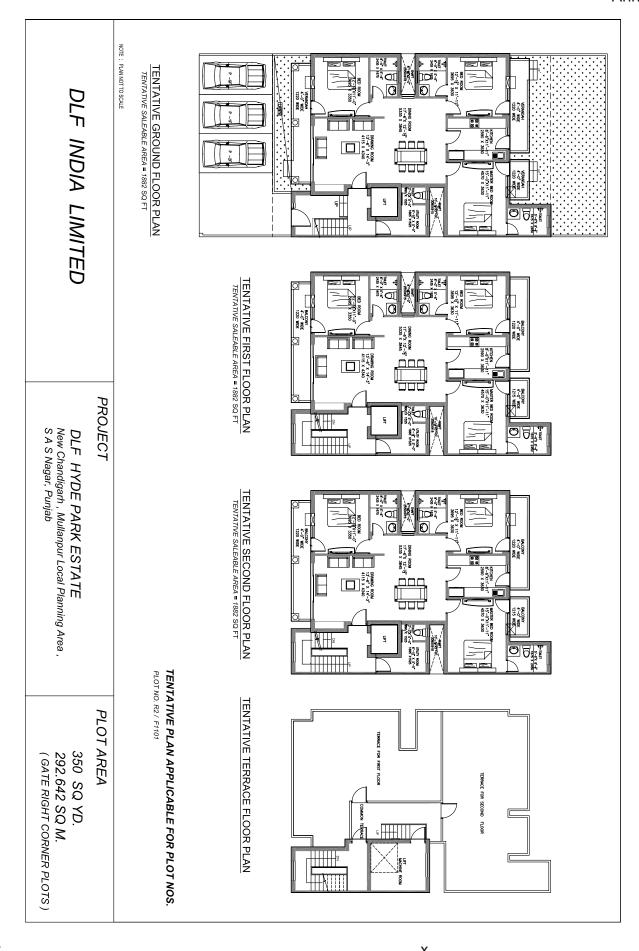
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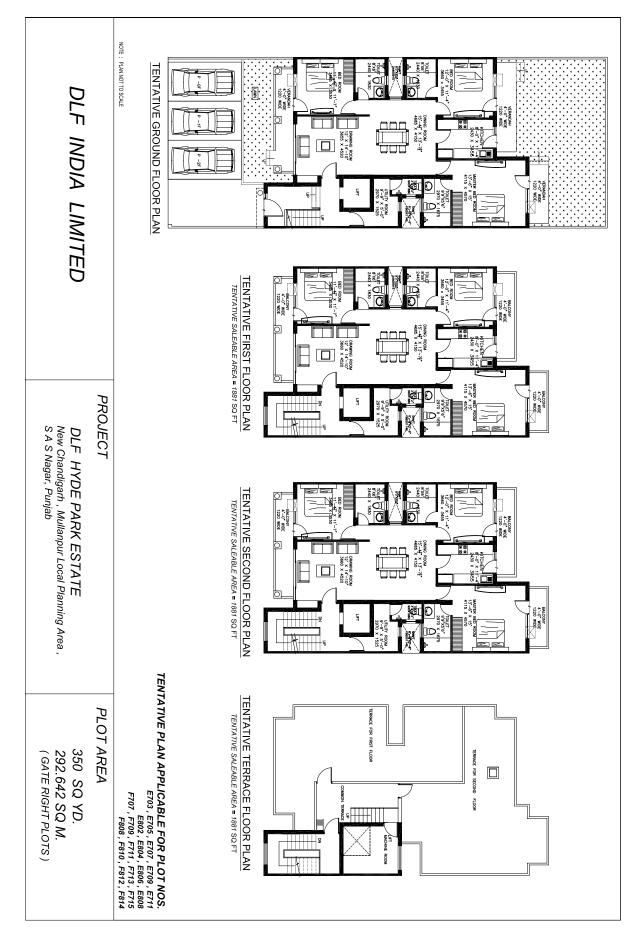


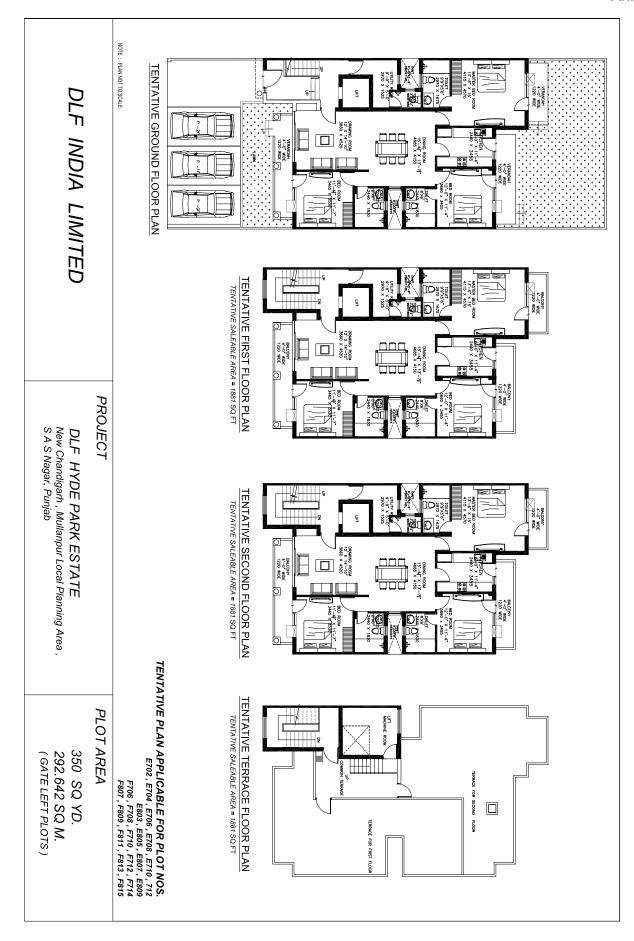


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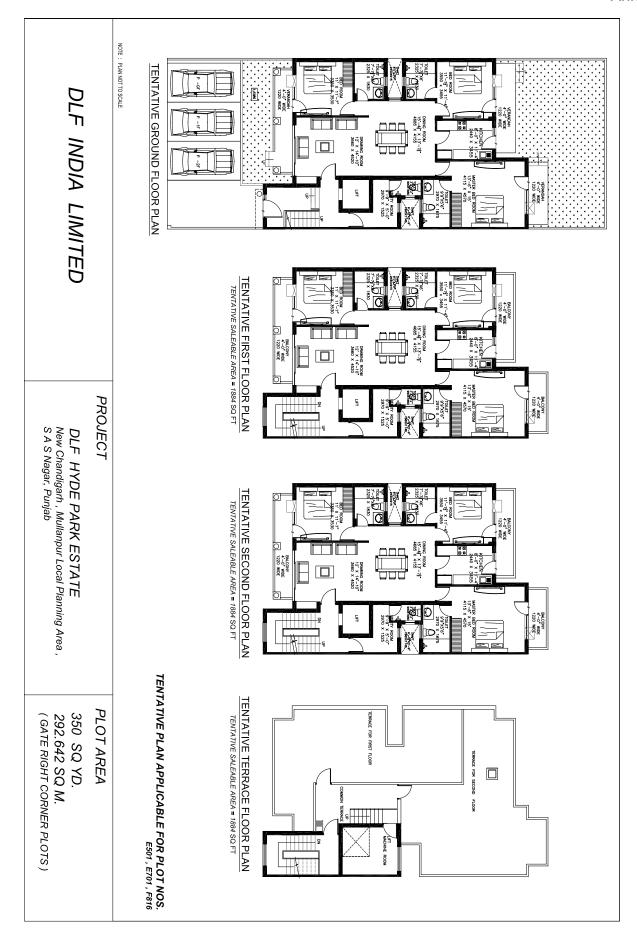




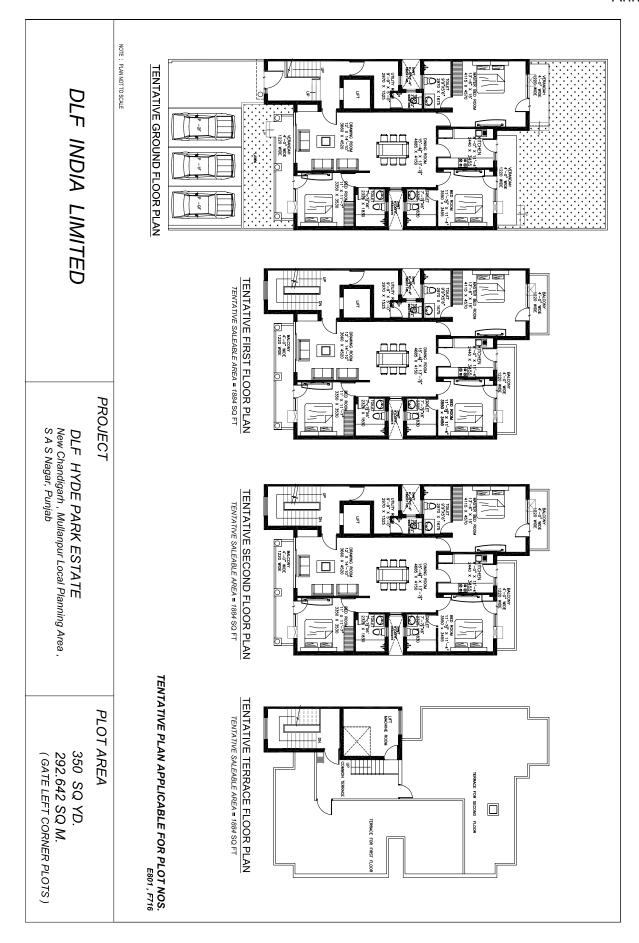


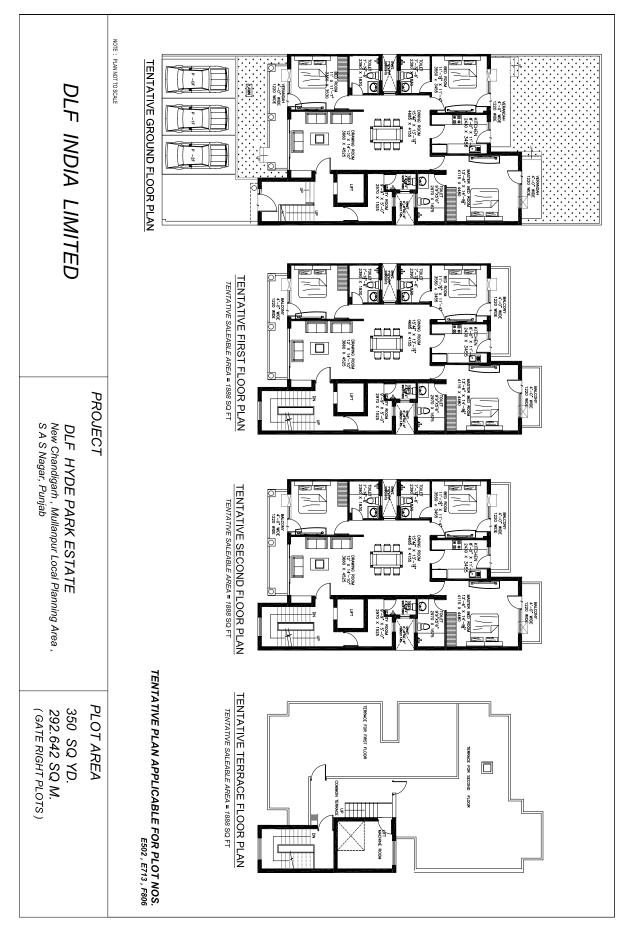
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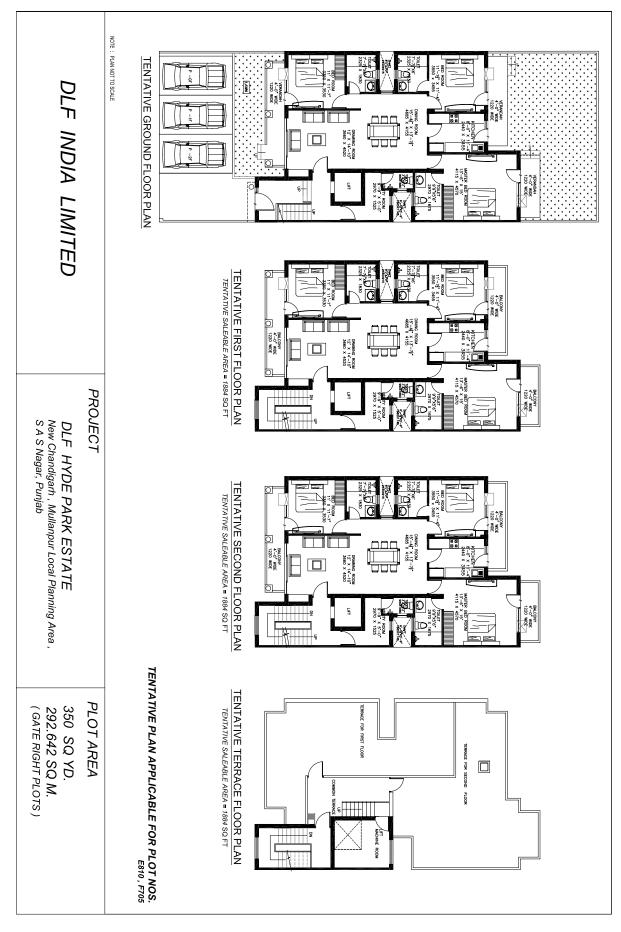


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(.....(Second Applicant)



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