



Sector 90, Gurgaon

FORM OF APARTMENT BUYERS' AGREEMENT

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**“ Regal Gardens DLF Garden City”,
Sector 90, Gurgaon, Haryana**

Please read carefully.....

Important Instructions to the Allottee(s)

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

The Allottee(s) will execute two (2) copies of the Agreement for each apartment to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the apartment(s). The Allottee(s) agrees and understands that if the Allottee(s) fails to execute and deliver the Agreement alongwith all annexures in its original form and all amounts due and payable as per the schedule of payment within thirty (30) days from the date of its dispatch by the Company, then the Allottee(s) authorizes the Company to cancel the allotment and on such cancelation, the Allottee(s) consents and authorizes the Company to forfeit the Earnest Money alongwith Non Refundable Amounts. Thereafter the Allottee(s) shall be left with no right, title or interest whatsoever in the Said Apartment.

The Allottee(s) further agrees and understands that the Company is not obliged to send any notice/reminders in this regard.

The Agreement shall not be binding on the Company until executed by the Company through its authorized signatory. The Company reserves the right to request information as it may so desire concerning the Allottee(s). The Company will not execute any Agreement wherein the Allottee(s) has made any corrections/ cancellations / alterations / modifications. The Company also has the right to reject any Agreement executed by any allottee(s) without any cause or explanation or without assigning any reasons thereof and the decision of the Company shall be final and binding on the Allottee(s).

The Allottee(s) confirms to have read and understood the above instructions and the clauses of the Agreement, its annexures ,etc. and the Allottee(s) now execute this Agreement and undertake to faithfully abide by all the terms and conditions of this Agreement.

X_____ (Allottee(s))

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 of the signed copies of the Agreement with all the annexures in its original form shall be returned to the Company by registered post (AD)/hand delivery only within the time stipulated.
- 4) Kindly sign next to the tentative typical apartment plan in **annexure VI** as applied by the Allottee(s)
- 5) Witnesses signatures to be done only on page _____.

**"Regal Gardens DLF Garden City"
Sector 90, Gurgaon, Haryana**

APARTMENT BUYERS' AGREEMENT

AGREEMENT made at New Delhi on this _____ day of _____;

BETWEEN

M/s. DLF New Gurgaon Homes Developers Pvt. Ltd, a company registered under the Companies Act, 1956 having registered office at 1-E, Jhandewalan Extension, New Delhi-110 055 (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) having corporate identification No. U45201DL2006PTC147385 through its duly Authorized Signatory, Mr./Ms. _____ vide Board Resolution dated _____ R/o. _____ of the First Part.

AND

1. Mr./Ms. _____
Son/Daughter/Wife of Mr./Ms. _____
Resident of _____

*2. Mr./Ms. _____
Son/Daughter/Wife of Mr./Ms. _____
Resident of _____

(* 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.

OR

** 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, legal representatives) of the Other Part (copy of the resolution signed by all Partners required) acting through its partner authorized by resolution dated _____ Mr./Ms. _____.

OR

** M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____ and Corporate Identification Number _____ (hereinafter referred to as the "**Allottee**", which expression shall, unless repugnant to the context or meaning thereof, include its successors) of the Other Part (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) acting through its duly authorized signatory Mr./Ms. _____ authorized by Board resolution dated _____.

(** Delete whichever is not applicable)

Company's Representation

- A. WHEREAS certain companies and individuals (hereinafter defined as 'LOC') own and possess various parcels of land, including development rights thereof, admeasuring 11.10 acres or thereabouts, falling in the revenue estates of Village Hayatpur, District Gurgaon, Haryana (hereinafter defined as Said Land). In pursuant to arrangements interse between Company, its affiliates and LOC, the Company is entitled to carryout development, market, sell the units /apartments constructed on the Said Land and to receive money(ies), give receipts, cause conveyance, other documents etc.
- B. AND WHEREAS Director General Town & Country Planning, Haryana, Chandigarh, granted license to develop the Said Land as group housing vide License No. 88 of 2009 dated 30/12/2009.

- C. AND WHEREAS the Company and LOC has acquired some lands and will be acquiring some more lands in the neighbourhood of the Said Land and such lands as and when licensed and approved by the competent authorities may be made part of the Said Land and accordingly, the area of the Said Land may stand enhanced and in that case **annexure-I** of this Agreement shall automatically stand superseded and be substituted by such subsequently approved lay out plans and shall be deemed to form a part of this Agreement.
- D. AND WHEREAS the Company has specifically made it clear that the lay out plan of the Said Land as is presently annexed hereto are approved by DGTCP, Haryana, Chandigarh and any change / directions / conditions imposed by DGTCP at any stage while modifying the layout plan shall be binding on the Allottee(s) and the Allottee(s) hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Allottee(s) for the purpose of making any changes in order to comply with such directions, conditions, changes and the layout plans of the Said Land as may be amended and approved from time to time, shall supersede the present layout plan as given in **annexure-I** hereto and/or previously approved layout plans as the case may be.
- E. AND WHEREAS the layout plan of the Said Complex, as given in **annexure-I** of this Agreement may have commercial areas, as may be earmarked in addition to group housing, however, this Agreement is confined and limited in its scope only to the sale of the Said Apartment (herein after defined) in the Said Building (hereinafter defined) of the Said Complex (hereinafter defined) in accordance with the building plans approved by DGTCP. The Allottee(s) understands that the area of the Said Land or thereabout may be modified in future to the extent as may be required /desired by the Company to comply with such directions, conditions, changes and modifications and shall be free to carry out / develop it in any manner as the Company may deem fit and/or pursuant/ consequent to any directions/approvals by the Director, Town & Country Planning, Chandigarh, Haryana.
- F. AND WHEREAS it is clarified that the Company has not intended to convey right or interest in any of the land falling outside the Said Building / Said Complex / 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

- G. AND WHEREAS the Allottee(s) vide Application dated _____ applied for allotment of Said Apartment and the right of exclusive use of Parking Space(s) (herein after defined) in the Said Complex after perusal and understanding the terms and conditions of this Agreement
- H. AND WHEREAS the Allottee(s) acknowledges that the Company has provided all the information and clarifications as required by the Allottee(s) and that the Allottee(s) is fully satisfied with the same and the Allottee(s) has relied on his own judgment and investigation in deciding to apply for allotment of the Said Apartment 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 Company, or any selling agents/sales organizers/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/ Said Apartment/Said Building. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.
- I. AND WHEREAS the Allottee(s) has gone through all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Complex and it provide the occupants with a sense of pride and identity for their residence and it is because of this reason that the Allottee(s) is investing in the Said Apartment/Complex. The Allottee(s) has assured the Company that in his judgment that such exclusivity would enhance goodwill and prestige of their residence and as such, the Allottee(s) is/are fully satisfied with the purpose/objective of incorporating these conditions. The Allottee(s) also confirm that the Allottee(s) have chosen to invest in the Said Apartment/Said Complex after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market of National Capital Region and the Allottee(s) find that the Said Apartment/Said Complex is suitable for the Allottee(s)'s residence, and therefore, have voluntarily approached the Company for allotment of the Said Apartment in the Said Complex.
- J. AND WHEREAS the Allottee(s) hereby confirms to the Company that the Allottee(s) is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Complex/Said Building and the terms and conditions contained in this Agreement and

the Allottee(s) has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.

K. AND WHEREAS the Company relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith the Application to allot the Said Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

Definitions

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"**Apartment Act**" means the Haryana Apartment Ownership Act 1983 and the Rules and/or any other statutory enactment or modifications thereof.

"**Additional PLC**" means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located, which shall be calculated on per sq. mtr (per sq. ft.) based on the super area of the Said Apartment.

"**Agreement**" means this Apartment Buyers' Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Apartment and/or the Parking Space(s) in the Said Complex, executed by the Allottee(s) and Company.

"**Allottee**" means the person who is entering into this Agreement with the Company for the Said Apartment allotted to the Allottee(s) and who has signed and executed the Agreement.

"**Amenities and Facilities**" shall mean and include but not limited to the shops, club house, swimming pool, tennis court, community shopping, school, etc in the Said Complex the ownership of which shall always vest with the Company and the Allottee(s) herein shall not have any claim or right of any nature whatsoever in shops, club house, swimming pool, tennis court, community shopping, school etc. in the Said Complex.

"**Apartment Area**" shall have the meaning ascribed to it in **annexure-II**.

"**Common Areas and Facilities**" means such common areas and facilities within the Said Building/Said Complex earmarked for common use of all the allottee(s), limited to and precisely listed in Part A, Part B and Part C of **annexure-IV**.

"**Company**" shall have the meaning as ascribed to it in the Preamble.

"**Conveyance Deed**" means the deed of conveyance which shall convey title of the Said Apartment in favour of the Allottee(s) in accordance with this Agreement.

"**Earnest Money**" means 10% of the Total Price, of the Said Apartment amounting to Rs. _____/- payable by the Allottee(s) and more clearly set out in schedule of payments, **annexure-III A, B and C**.

"**EDC**" means the charges levied or leviable on the Said Complex/ Said Land (whatever name called or in whatever form) by the Government of Haryana or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

"**Foot Print**" 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 Agreement, 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, act of terrorism;
- (c) strikes or lock outs, industrial dispute;

- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental 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, competent 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 Complex/ Said Building is situated;

“IBMS” means the interest bearing maintenance security to be paid by the Allottee(s) for the maintenance and upkeep of the Said Complex/ Said Building to be paid as per the Schedule of payments (attached as **annexure-III A, B and C** to this Agreement) to the Company or to the Maintenance Agency @ Rs. 1345.50 (One Thousand Three Hundred forty five and paise fifty only) per sq. mtr (Rs. 125/- (One Hundred and Twenty Five only) per sq. ft.) of the Super Area of the Said Apartment. 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.

“Infrastructure Development Charges (IDC)” shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities, etc. includes additional levies, fees, cesses, charges and any further increase in any 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.

“Land Owning Companies (LOC)” means M/s Ophire Builders and Developers Private Limited, M/s Sagardutt Builders and Developers Private Limited and such other companies/individuals who owns land, and their names appear in the Licenses and have arrangements with the Company to construct, develop, to receive money(ies), give receipts, cause conveyance, other documents etc.

“Maintenance Agency” means the Company, its nominee(s) or association of apartment allottee's or such other agency/ body/ Company/ association of condominium to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/ Said Building.

“Maintenance Charges” shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the Said Building/Said Complex, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Apartment/Said Building/Said Complex. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

“Non Refundable Amounts” means the interest paid or payable on delayed payments, brokerage paid/payable by the Company, if any, etc.

“Parking Space(s)” means the exclusive right of the Allottee(s) to use the parking space(s) No. _____ and _____ for parking cars, as described in the tentative parking plan as given in **annexure–VI** of this Agreement.

"Person" means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

"Preferential Location Charges (PLC)" means charges for the preferential location attribute(s) of the Said Apartment payable/ as applicable to be calculated on the per sq. mtr./sq. ft. based on super area of the Said Apartment, as mentioned in this Agreement.

"Said Apartment" means the apartment allotted to the Allottee(s) and/or an exclusive use of Parking Space(s), details of which have been set out in clause 1.1 of this Agreement, the tentative typical apartment plan (**annexure-IV**) layout plan given in **annexure-I** and the tentative specifications of the same given in **annexure-V** and includes any alternative apartment allotted in lieu of the Said Apartment.

"Said Building" means the tower/building in the Said Complex in which the Said Apartment will be located.

"Said Complex" means the "**Regal Gardens DLF Garden City**", Sector 90, Gurgaon, Haryana, comprising of residential apartment buildings, shops, club house swimming pool, tennis court etc., community shopping, nursery school, and EWS apartment etc and any other building Amenities and Facilities as may be approved by the Governmental Authority.

"Said Land" means the land admeasuring about 11.10 acres or thereabout situated in sector 90 in the revenue estate of village Hayatpur, District Gurgaon, Haryana, on which the Said Complex is being developed.

Super Area: shall have the meaning ascribed to it in **annexure-II**.

"Taxes and Cesses" means any and all kind of taxes and cesses including but not limited to value added tax, 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, in connection with the development/construction of the Said Apartment/Said Building/Said Complex.

"Total Price" means any and all kind of the amount amongst others, payable for the Said Apartment which includes basic sale price, PLC (if the Said Apartment is preferentially located), Additional PLC calculated on per per sq.mtr./ sq.ft. based on the Super Area of the Said Apartment and price for exclusive right to use of Parking Space(s) but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of the Application/Agreement, including but not limited to :-

- i) EDC, IDC, IAC, increase in EDC, IDC, IAC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called.
- ii) IBMS.
- iii) Maintenance charges, property tax, municipal tax on the Said Apartment.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- v) Taxes and Cesses.
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) Club membership fees and club charges, as applicable.
- viii) Cost of additional parking space(s), if any, allotted to the Allottee(s).
- ix) Escalation charges.
- x) Any other charges that may be payable by the Allottee(s) as per the other terms of the Agreement and such other charges as may be demanded by the Company.

which amounts shall be payable by the Allottee(s) in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Company from time to time.

Tripartite Maintenance Agreement" means the tripartite maintenance agreement executed by the Allottee(s), Company and the Maintenance Agency, draft of which is contained in annexure

Interpretation

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

The Allottee(s) agrees that wherever in this Agreement, it is explicitly mentioned that the Allottee(s) has understood or acknowledged obligations of the Allottee(s) or the rights of the Company, the Allottee(s) has given consent to the actions of the Company or the Allottee(s) has acknowledged that the Allottee(s) has no right of whatsoever nature, the Allottee(s) in furtherance of the same, shall do all such acts, deeds or things, as the Company may deem necessary and/or execute such documents/deeds in favour of the Company at the first request without any protest or demur.

1. Price payable for the Said Apartment

1.1 In accordance with and subject to the terms and conditions set out in this Agreement, the Company agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Said Apartment in the Said Complex as per details mentioned below.

Said Apartment No.:_____ Floor:_____ Block No.:_____

Apartment Area: (approx):_____sq. mtr(_____sq.ft.)

Super Area (approx.) _____sq. mtr(_____sq.ft.)

Rate @ Rs._____per sq. mtr.(Rs._____sq. ft). of the Super Area

Basic Sale Price: Rs._____-/- (Rupees_____only)

PLC Attributes:

1. Corner Apartment
2. Balcony Facing Landscape Greens
3. North-East/East Entry to Apartment
4. Balcony facing Club/Pool
5. Balcony facing East

One Attribute : 10% of Basic Sale Price
Two Attributes : 17.5% of Basic Sale Price
Three Attributes : 25% of Basic Sale Price

Total PLC: _____%

Rs._____-/- (Rupees_____only)

Parking Space(s) no.:(1)_____(2)_____(3)_____

Price for exclusive use of Parking Space(s): Rs._____-/-
(Rupees_____)

Total Price payable for the Said Apartment: Rs._____-/-
(Rupees_____only)

1.2 The Allottee(s) agrees and understands that the price of the Said Apartment is based on the price of materials and labour charges pertaining thereto on and around 1st day of March 2012. If, however, during the progress of construction upto the expiry of 42 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 (hereinafter referred to as Escalation Charges), the same shall be recoverable/ payable respectively to the Allottee(s).

In order to ensure a fair and transparent methodology for computation of Escalation Charges, the Company shall take the respective Reserve Bank of India (RBI) Indexes as published in the RBI Monthly Bulletin for steel, cement, fuel & power, other building construction material and labour as the basis of such computation and the Allottee(s) agrees and accepts, that by choosing these independent RBI Indexes, the Company is ensuring the highest level of fairness and transparency. The respective RBI Indexes for the computation of the Escalation Charges in the cost of construction and labour cost are as below:-

- Steel - Index published as Steel - Long in the category of Basic Metals, Alloys & Metal Products.
- Cement – Index published as Cement & Lime in the category of Non-Metallic Mineral Products.
- Fuel & Power- Index published as Fuel & Power
- Other Building Construction materials – Index published as All Commodities in the Index Numbers of Wholesale Prices in India.
- Labour – Index published as Consumer Price Index Numbers for Industrial Workers of Delhi.

It is mutually agreed and binding between the Allottee(s) and the Company that 50% of the Total Price of the Said Apartment, shall be treated as construction cost for the purpose of computation of Escalation Charges. It is further mutually agreed that within the above stated construction cost, the components of steel, cement, other construction materials, fuel and power and labour shall be 15%, 10%, 40%, 5% and 30% respectively of the construction cost.

Escalation charges shall be computed at the expiry of 42 months i.e. in October, 2015. The RBI indexes for the month of March, 2012 and for the month September, 2015 shall be taken as the opening and closing indexes respectively to compute the Escalation Charges.

The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of escalation charges done by the Company from time to time.

Such audited and verified Escalation Charges shall be paid/refunded (or adjusted), as the case may be, by/to the Allottee(s) before the offer of possession of the Said Apartment to the Allottee(s).

Escalation Charges, as intimated to the Allottee(s) shall be final and binding on the Allottee(s). The Allottee(s) 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 Agreement. No possession shall be handed over to the Allottee(s) unless Escalation Charges are paid in full along with delayed interest, if any, as mentioned in clause 42.

An example enclosed herewith as **annexure-X** illustrates the computation of Escalation Charges.

- 1.3 The Allottee(s) understands and agrees to pay increases, if any, due to increase in Super area as explained in clause 1.7, increase in EDC, IDC, IAC as mentioned in clause 1.13, increase on account of additional fire safety measures undertaken as mentioned in clause 1.14, increases in all types of security, deposits, charges and increase thereof for bulk supply of electrical energy as mentioned in clause 1.15 and all other increases in cost/charges, specifically provided to in this Agreement and/or any other increases in charges which may be levied or imposed by the Government Authorities from time to time or as stated in this Agreement.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan opted by the Allottee(s) as set out in schedule of payments **annexure-III A, B and C** to this Agreement along with all other charges, Taxes and Cess, securities, deposits, etc. increases, as mentioned in this Agreement shall be payable by the Allottee(s) as and when demanded by the Company.
- 1.5 The Company may allow, in its sole discretion, rebate for early payments of installments, payable by the Allottee(s) by discounting such early payments @ 14 % per annum for the period by which the respective installment has been advanced. The provision for allowing rebate and such rate of rebate shall be subject to revision/withdrawal, without any notice, at the sole discretion of the Company.

- 1.6 The Allottee(s) understands that the building plan, layout plan of the Said Complex/Said Apartment as approved by the Governmental Authority is subject to change as per the discretion of the Company and/or as directed by the Governmental Authority.
- 1.7 The Allottee(s) acknowledges and understands that the Total Price of the Said Apartment is calculated on the basis of its Super Area, which is tentative, except the right to exclusive use of Parking Space(s) which is charged on lumpsum basis. The Super Area of the Said Apartment may increase or decrease, any such change in the Super Area shall be communicated to the Allottee(s) during or after the construction of the Said Complex is complete and the occupation certificate in respect of the same has been granted by the Governmental Authority. The Allottee(s) agrees and undertakes to pay for increase, if any, in Super Area of the Said Apartment on demand by the Company. On reduction in the Super Area, the refundable amount due to the Allottee(s) shall be adjusted in the next installment by the Company as set forth in the schedule of payments in **annexure-III-A, B and C**.
- 1.8 The Allottee(s) agrees and understands that the definition of Super Area, Apartment Area, the tentative percentage of Apartment Area to Super Area as on the date of execution of this Agreement (the percentage of Apartment Area to Super Area) shall be subject to change till the construction of the Said Building is complete. The Allottee(s) affirms that the Allottee(s) shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Price or any change in the percentage of the Apartment Area to the Super Area as mentioned in **annexure-II**.
- 1.9 (i) The Allottee(s) agrees that a sum of Rs. _____/- (Rupees _____ only) is towards PLC/, calculated in the table contained in clause 1.1 and is to be paid by the Allottee(s) in the manner and within the time as stated in the schedule of payments given in **annexure-III-A, B and C**.
- (ii) The Allottee(s) agrees that if due to any change in the lay-out plan/building plan of the Said Complex/ Said Building : -
- The Said Apartment ceases to be preferentially located, then only the amount of PLC, paid by the Allottee(s) shall be refunded with simple interest @ 9% (nine percent) per annum from the date of realization of the amounts of PLC and such refund shall be through adjustment in the next installment, as stated in the schedule of payment opted by the Allottee(s).
 - The Said Apartment becomes preferentially located, if at the time of the Application it was not preferentially located, the Allottee(s) shall pay PLC of the Said Apartment to the Company, as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Allottee(s).
 - The Said Apartment becomes additionally preferentially located (through additional preferential attributes), the Allottee(s) shall pay Additional PLC for such Additional PLC attributes to the Company, as applicable and in the manner as specified in clause 1.9(i).

The Allottee(s) understands that in case of change in the location of the Said Apartment due to change in the layout plan/building plan of the Said Complex / Said Building or otherwise, the Allottee(s) shall have no other right or claim except as mentioned hereinabove.

- 1.10 In addition to the Total Price and other charges mentioned in the Agreement, the Allottee(s) shall pay an amount of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) towards membership fee for the club facility to be provided in Said Complex.

The amount shall be paid by the Allottee(s) as and when demanded by the Company/ agency. The Allottee(s) 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(s) undertakes to abide by the same. In addition to the above, the Allottee(s) shall be liable to pay usage charges in accordance with the usages and services availed by the Allottee(s) and the Allottee(s) 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(s) shall be bound by the same.

- 1.11 The Allottee(s) agrees and understands that in addition to Total Price, the Allottee(s) shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:
- A sum equivalent to the proportionate share of all applicable Taxes and Cesses shall be paid by the Allottee(s) to the Company. The proportionate share shall be the ratio of the super area of the Said Apartment to the total super area of all the apartments, other buildings, shops, club, community centre, school etc. in the Said Complex.

- b) The Company shall periodically intimate the Allottee(s), 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(s) and the Allottee(s) shall make payment of such amount within thirty (30) days of such intimation.
- 1.12 The Allottee(s) agree to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Said Apartment within the stipulated period as mentioned in the demand notices and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Allottee(s) in respect of the Said Apartment and Parking Space(s). In case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and Non Refundable Amounts, etc. and refund the balance amount to the Allottee(s) without any interest upon realization of money from resale / re-allotment to any other party.
- 1.13 The Allottee(s) agrees that any payment towards EDC/IDC/IAC levied/leviable or any increase thereof by the Government or any other Governmental Authority(ies) shall be paid by the Allottee(s) and any further increase in EDC/IDC/IAC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any Governmental Authority(ies) shall be paid by the Allottee(s). It is also agreed by the Allottee(s) that all such levies/ increases may be levied by the Government of Haryana or any other Governmental Authority(ies) on prospective or retrospective basis effective from the date of licence(s) of the Said Building/Said Apartment/ Said Land. The Company makes it clear that if it is required to pay such levies, EDC/IDC/IAC, interest and other charge etc. in such prospective /retrospective manner from the date of licence(s), then the Company shall demand, and the Allottee(s) undertake(s) to pay the same. The pro-rata demand made by the Company to the Allottee(s) with regard to EDC/IDC/IAC increase in EDC/IDC/IAC shall be final and binding on the Allottee(s). If the EDC/IDC/IAC increased EDC/IDC/IAC is not paid, then the non-payment of such charges shall be treated as unpaid sale price 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 and the balance amount, if any, shall be refunded to the Allottee(s). If the EDC/IDC/IAC increased EDC/IDC/IAC is levied (including with retrospective effect) after the conveyance deed has been executed, the Allottee(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 also be treated as unpaid sale price of the Said Apartment/ Parking Space(s) 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 Apartment/ Parking Space(s) till such unpaid charges are paid by the Allottee(s).
- 1.14 The Allottee(s) agrees and understand that the Total Price mentioned in this Agreement is inclusive of cost of providing electric wiring and switches in each apartment and the fire fighting equipment in the common areas as provided in the existing fire fighting code/regulations and power back up not exceeding 5 KVA for 2 BHK, 6 KVA for 3 BHK and 7 KVA for 4 BHK after accounting for an overall suitable diversity 70% per apartment in addition to that for the common areas and services but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Allottee(s) at the Allottee(s)'s own cost as well as the charges for water and electricity connection. 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 Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Company in its absolute discretion.
- 1.15 The Allottee(s) agrees and understands that if the Company or the Maintenance Agency decides to apply for and thereafter receives permission, from DHBVNL or from any other body/ commission / regulator / licensing authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the Said Complex/Said Building then the Allottee(s) undertakes to pay on demand to the Company proportionate share as determined by Company of all deposits and charges paid/ payable by the Company or the Maintenance Agency to DHBVNL / any other body/ commission / regulatory / licensing authority constituted by the Government of Haryana failing which the same shall be treated as unpaid sale price of the Said Apartment payable by the Allottee(s) for the Said Apartment and the conveyance of the Said Apartment shall be withheld by Company till full payment thereof is received by the Company from the Allottee(s). Proportionate share of cost, incurred by the Company for creating infrastructure like HT Feeder, EHT Sub station etc. shall also be payable by Allottee(s) on demand. Further the Allottee(s) agrees that the Company shall be entitled in terms of the Maintenance Agreement (draft given in **annexure-VII**) to withhold electricity supply to the Said Apartment 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(s)

agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee(s)'s rights to apply for individual/direct electrical supply connection directly from DHBVNL or any other body responsible for supply of electrical energy. An undertaking in this regard executed by the Allottee(s) is attached as **annexure-IX** to this Agreement. The Allottee(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by Company from time to time.

- 1.16 The Allottee(s) agrees and understands that the Company or its agents/its subsidiaries/associates/affiliates or sister concerns, may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Complex and any other project/complex which the Company / Company may develop in future. In such an eventuality the Allottee(s) fully concur and confirm that the Allottee(s) shall have no objection to such arrangement for generating and / or supply of power and the Allottee(s) gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to Said Apartment directly and the Allottee(s) understands the possibility of it being to the exclusion of power supply from DHBVNL/ State Electricity Boards (SEBs) / any other source. This arrangement could be provided within the Said Complex / future project/colonies by the Company or its agents directly or through the respective association of apartment owners in the Said Complex. Further, the Company or its agents / its subsidiaries / associates / affiliates or sister concerns shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Company or its agents /its subsidiaries/associates/affiliates or sister concerns in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the Said Complex.

The Company or its agents /its subsidiaries/associates/affiliates or sister concerns 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 or the concerned authority (ies) which may or may not be limited to the rate the and charged by the Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL)/State Electricity Boards (SEBs), the Allottee(s) shall be liable to pay the amount based on the tariff to us or our agents directly or through the association of Allottee respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its agents /its subsidiaries/associates/affiliates or sister concerns. Such power generating and / or supplying equipment may during its operation cause inconvenience to the Allottee(s) and the Allottee(s) shall have no objection to the same. The Allottee(s) shall be obliged to pay the consumption charges as per the meter readings. The Allottee(s) 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. This clause shall survive the conveyance of the Said Apartment or any subsequent sale / resale or conveyancing thereof.

- 1.17 Subject to the terms and conditions of this Agreement and upon execution of Conveyance Deed, the Allottee(s) shall have the following rights with regard to the Said Apartment.
- i) ownership of the Apartment Area;
 - ii) undivided proportionate interest in the Foot Print (excluding the basement reserved for car parking and services) calculated in the ratio of Super Area of the Said Apartment to the total super area of all apartments in the Said Building/Said Complex, as the Company may decide.
 - iii) exclusive right to use the Parking Space(s) (without any ownership right) for parking of vehicles only and for no other use whatsoever (as listed in **Part D** of **annexure -IV**). The Allottee(s) hereby acknowledges that the Said Apartment along with Parking Space(s) will be treated as a single indivisible unit for all purposes including the Apartment Act and, as such, cannot be transferred separately. The Allottee(s) agrees that the Allottee(s) shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except the Parking Space(s). The Company shall have sole right to deal with or dispose of other parking space(s) in the Said Complex in the manner in which the Company may deem fit.
 - iv) undivided proportionate interest in and right to use the Common Areas and Facilities within the Said Complex only. Since the interest of Allottee(s) in the Common Areas and Facilities (as listed in Part A and Part B of **annexure-IV** of the Agreement) is undivided and cannot be separated. Subject to timely payment of Maintenance Charges, the Allottee(s) shall use the Common Areas and Facilities harmoniously along with other apartment owners, maintenance staff, etc., without causing any inconvenience or hindrance/annoyance to them.

- v) right to only use the general common areas and facilities within the Said Complex limited to and precisely listed in Part C of **annexure-IV** of this Agreement, which may be within or outside the Foot Print earmarked by the Company as commonly used areas by all allottees of all the apartment buildings constructed on the Said Land. The identification by the Company of such areas shall be final and binding on the allottees. However, such general commonly used areas and facilities earmarked for common use of all the allottees shall not include the exclusive reserved car parking spaces/stilts/open car parking and in basements individually allotted to the allottees of the residential / commercial spaces and other buildings for their exclusive use. The Allottee(s) acknowledges that these general common areas and facilities have not been included in the computation of Super Area of the Said Apartment.
- vi) right of usage of the club subject to fulfillment of the terms and conditions.

1.18 The Allottee(s) acknowledges and confirms that the Allottee(s) has not paid any amount towards any other lands, areas, facilities and amenities including but not limited to those listed below, and as such, the Allottee(s) shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement. The Allottee(s) acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Company and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other Person.

- i) All lands (except the general commonly used areas and facilities within the Said Complex earmarked for common use, limited to and precisely listed in Part B of **annexure-IV** of the Agreement), falling outside the Foot Print, including but not limited to those as listed in **annexure-IV**, Part-C, or any other facility or amenity as may be provided by the Company at its sole discretion or as provided in accordance with the directions of any Governmental Authority(ies) including any club house, swimming pool, tennis court, shops, community shopping, schools and EWS apartments, etc. in the Said Complex, are specifically excluded from the scope of this Agreement and the Allottee(s) shall not have any right of any nature whatsoever in such lands, areas, facilities and amenities within the Said Complex/ Said Land or anywhere on the Said Land.
- ii) All land(s) [other than usage of land(s) earmarked by the Company in the lay out plan as may be approved from time to time or otherwise as public roads, public streets for exiting only for use by general public] falling outside the periphery/boundary of the Said Land are clearly outside the scope of this Agreement and the Allottee(s) shall have no right of any nature whatsoever in such lands.
- iii) Super Area of the Said Apartment does not include any recovery/loading towards the cost of construction or area of club /community center within the Said Complex. The Allottee(s) agree and understand that the Allottee(s) shall only have conditional right of usage of facilities which may be provided in the club/community center within the Said Complex. However, the Company reserves the right to include such area in the computation of the final super area of the Said Apartment at any stage with the proviso that the price shall not be charged for such additional area of the club/community center from the Allottee(s) and the Allottee(s) shall not raise any objection thereto. It is clarified and understood that this club / community centre is distinct and independent from any other club in DLF City / community center sites in DLF City and / or any other recreational and sporting activities, if any, and any other activity/amenity, facility of a general nature provided by the Company. This right of usage is limited to the club/community center within the Said Complex only and is subject to the fulfillment of the terms and conditions as stipulated in this Agreement 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 Allottee(s) undertakes to fulfill the same. It is understood that the club/community center usage is limited only to the occupants of the Said Complex and the Company may make suitable provisions and covenants to this effects and in the necessary documents which the Allottee(s) 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, improvements/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Allottee(s) from time to time, shall in no way constitute any portion of the Total Price of the Said Apartment and shall be paid extra by the Allottee(s).

- iv) Any additional construction on the Said Land and/or additional buildings in and around the Said Land, which the Company may construct in order to utilize the additional FAR, if any, to the Said Complex/ Said Building.

1.19 The Allottee(s) understands that the Parking Space(s) allotted to him shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. The Allottee(s) may apply for additional parking space which maybe allotted subject to availability and at the prevailing price. All clauses of the Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Allottee(s) agrees that Parking Space(s) allotted to the Allottee(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration which may be filed by the Company under the Apartment Act.

1.20 The Allottee(s) acknowledges that the Company, may at its sole discretion make the Said Complex 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(s) shall not have any right to raise any objection in this regard. In the event of any such formation, the Common Areas and Facilities and the undivided interest therein of each apartment owner shall be specified by the Company in the declaration which shall be filed by the Company in compliance of the Apartment Act which shall be conclusive and binding upon the Allottee(s) and the Allottee(s) shall not have any right to raise any objection/dispute in this regard against the Company / Association of Apartment Owners or Association of Condominium, as the case may be.

1.21(a) The Allottee(s) agrees and understands that the Said Apartment / Said Building/ Said Complex may be subject to the Apartment Act. The Common Areas and Facilities and the undivided interest of each apartment 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 Apartment Act) shall be conclusive and binding on the Allottee(s). The Allottee(s) agrees and confirms that the Allottee(s)' right, title and interest in the Said Apartment, common areas and facilities and the undivided interest in the Foot Print of the Said Building shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Allottee(s) shall be required to join the society/association of the owners of the apartments and the Allottee(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/Maintenance Agency for this purpose.

(b) The Allottee(s) agrees that the Company may for the purpose of complying with the provisions of the Apartment Act or any other applicable laws, substitute the method of calculating the undivided proportionate share/interest in the Foot Print of the Said Building and in common areas and facilities in any declaration with respect to the Said Apartment in any manner, as may be necessary for such compliance

2. **Payment for taxes on land, wealth-tax, cesses by Allottee(s):**

The Allottee(s) agrees and undertakes 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 governmental authority on the Said Complex / Said Building/ Said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the allotment. If the Said Apartment is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Apartment is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s).

3. **Amount paid by Allottee(s) with Application**

The Allottee(s) has paid a sum of Rs. _____ (Rupees _____ only) excluding service tax, being part payment towards the Total Price at the time of Application, the receipt of which the Company doth hereby acknowledge and the Allottee(s) agrees to pay the remaining price of the Apartment as prescribed in schedule of payments (**annexure-III-A, B and C**) attached with this Agreement along with all other charges, Taxes and Cesses, securities, etc. as may be demanded by the Company within the time and in the manner specified therein.

4. **Earnest Money**

The Allottee(s) agrees and confirms that out of the total amount(s) paid/payable by the Allottee(s) for the Said Apartment and the Parking Spaces, 10% of the Total Price of the Said Apartment and Parking Spaces amounting to Rs. _____/- (Rupees _____ only) 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(s) fails to perform any obligations or commit 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 and the failure of the Allottee(s) to sign and return this Agreement in original to the Company within 30 days of dispatch, the Allottee(s) agrees, consents and authorizes the Company to cancel the allotment and on such cancellation, the Allottee(s) authorizes the Company to forfeit the Earnest Money alongwith Non Refundable Amounts. Thereafter the Allottee(s) shall be left with no right, interest and lien on the Said Apartment/Said Complex. This is in addition to any other remedy/right, which the Company may have. If the amount paid by the Allottee(s) is less than the forfeitable amount, then the Allottee(s) undertakes to make good the shortfall of the forfeitable amounts.

5. **Mode of payment**

The Allottee(s) shall make all payments within the stipulated time as mentioned in the schedule of payments as given in **annexure-III-A, B and C** annexed to this Agreement and other charges and amounts, as may be demanded by the Company from time to time, without any reminders from the Company, through A/c payee cheque(s)/ demand draft(s) in favour of 'DLF New Gurgaon Homes Developers Pvt. Ltd.' payable at New Delhi.

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

The Allottee(s) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. The Allottee(s) agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by RBI, the Allottee(s) alone shall be liable for any action under FEMA. The Allottee(s) 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 any Allottee(s) and such third party shall not have any right in this Agreement, allotment of the Said Apartment in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.

7. **Adjustment/appropriation of payments**

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

8. **Time is the essence**

The Allottee(s) agrees that time is essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee(s) as per this Agreement and/or as demanded by the Company from time to time and also to perform/observe all the other obligations of the Allottee(s) under this Agreement. The Company is not under any obligation to send any reminders for the payments to be made by the Allottee(s) as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by the Allottees.

9. **Construction of the Said Building/ Said Apartment/Said Complex**

The Allottee(s) has seen and accepted the schedule of payments, (as given in **annexure-III-A, B and C**) tentative typical apartment plans (as given in **annexure-VI**) building plans, layout plans (as given in **annexure-I**) and tentative specifications (as given in **annexure-V**). The Company may in its sole discretion or as may be directed by any Governmental Authority (ies) or due to Force Majeure conditions carry out, such additions, alterations, deletions and/ or modifications in the apartment floor plans, building plan, floor plans, specifications, etc., including but not limited to change in the position of the Said Apartment,

change in the number of Said Apartment, change in the area and/ or change in the dimension of the Said Apartment at any time thereafter till the grant of occupation certificate. The issuance of the occupation certificate shall be the conclusive evidence that the construction of the Said Complex/Said Building/ Said Apartment is fully complete in accordance with the building plans, apartment plans and specifications as annexed to this Agreement as **annexure-V** or any modifications thereof. The Allottee(s) agrees and understands that the construction will commence only after all necessary approvals are received from the concerned authorities including MoEF.

10. **Alteration/modification**

In case of any alteration/modifications resulting in $\pm 10\%$ change in the Super Area of the Said Apartment any time prior to and upon the grant of occupation certificate, the Company shall intimate in writing to the Allottee(s) the changes thereof and the resultant change, if any, in the Total Price of the Said Apartment to be paid by the Allottee(s) and the Allottee(s) agrees to deliver to the Company written consent or objections to the changes within thirty (30) days from the date of dispatch by the Company. In case the Allottee(s) does not send his written consent, the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing indicating his non-consent/objections to such alterations/modifications then in such case alone the Company may at its sole discretion decide to cancel this Agreement without further notice and refund the entire money received from the Allottee(s) with interest @ 9% per annum within ninety (90) days from the date of intimation received by the Company from the Allottee(s). Upon the decision of the Company to cancel the Said Apartment, the Company shall be discharged from all its obligations and liabilities under this Agreement and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Said Apartment and the Parking Space(s).

11(a). **Schedule for possession of the Said Apartment**

The Company based on its present plans and estimates and subject to all just exceptions endeavours to complete construction of the Said Building/Said Apartment within a period of forty two (42) months from the date of the Application unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement.

(b). **Delay due to reasons beyond the control of Company**

If the possession of the Said Apartment is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of the Said Apartment. The Company during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Company may also suspend the development of the project for such period as is considered expedient, the Allottee(s) agrees and consents that the Allottee(s) shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

The Allottee(s) agrees and understands that if the Force Majeure condition continues for a long period, then the Company alone in its own judgment and discretion, may terminate this Agreement and in such case the only liability of the Company shall be to refund the amounts without any interest or compensation whatsoever. The Allottee(s) agrees that the Allottee(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this Agreement.

(c) **Failure to deliver possession due to Government rules, orders, notifications etc.**

If the Company is unable to construct/continue or complete the construction of the Said Building/Said Complex due to Force Majeure conditions or due to any government/regulatory authority's action, inaction or omission, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and / or authority. In such a situation, the amount(s) paid by the Allottee(s) shall continue to remain with the Company and the Allottee(s) shall not have a right to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s) / authority (ies). However, the Allottee(s) may, if so desires, become a party along with the Company in such litigation to protect Allottee's rights arising under this Agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee(s)

shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation, order, rules, regulations, notifications, and the said legislation, order, rules, regulations, notifications become final, absolute and binding, the Company will, subject to provisions of law/court order, refund within reasonable time to the Allottee(s) the amounts received from the Allottee(s) after deducting Non Refundable Amounts, but without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Allottee(s) save as otherwise provided herein, the Allottee(s) shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.

12. **Procedure for taking possession**

The Company, upon obtaining certificate for occupation and use from the Governmental Authority shall offer in writing possession of the Said Apartment to the Allottee(s) in terms of this Agreement to be taken within 30 days from the date of issue of such notice and the Company shall give possession of the Said Apartment to the Allottee(s) provided the Allottee(s) 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.

The Allottee(s) shall be liable to pay the Maintenance Charges from the date of grant of the occupation certificate granted by the concerned authorities irrespective of the date on which the Allottee(s) takes possession of the Said Apartment.

13. **Failure of the Allottee(s) to take possession:**

Upon receiving a written intimation from the Company in terms of clause 12 above, the Allottee(s) shall within the time stipulated by the Company, take possession of the Said Apartment from the Company by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Company may prescribe and by making all the payments to the Company of all charges/dues as specified in this Agreement and the Company shall after satisfactory execution of such documents give possession of the Said Apartment to the Allottee(s), provided the Allottee(s) is not in breach of any other term of this Agreement. If the Allottee(s) fails to take the possession of the Said Apartment as aforesaid within the time limit prescribed by the Company in its notice, then the Said Apartment shall be at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof. Further it is agreed by the Allottee(s) that in the event of the Allottee's failure to take possession of the Said Apartment in the manner as aforesaid, the Company shall have the option to cancel this Agreement and avail the remedies as are available in Law including as stipulated in clause 56 of this Agreement or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in taking possession of the Said Apartment in the manner as stated in this clause on the condition that the Allottee(s) shall pay to the Company holding charges @ Rs. 15/- (fifteen) per sq. ft. of the Super Area per month for any delay of full one month or any part thereof in taking possession of the Said Apartment for the entire period of delay. The Allottee(s) acknowledges that the charges stipulated above are just, fair and reasonable which the Company will suffer on account of delay in taking possession of the Said Apartment by the Allottee(s) That on such condonation and after receiving entire amount of charges together with all other amounts due and payable under this Agreement (alongwith due interest, if any, thereon) the Company shall hand over the possession of the Said Apartment to the Allottee(s). For the avoidance of any doubt it is clarified that these charges are in addition to maintenance or any other charges as provided in this Agreement. Further, the Allottee(s) agrees that in the event of the Allottee's failure to take possession of the Said Apartment within the time stipulated by the Company in its notice, the Allottee(s) shall have no right or claim in respect of any item of work in the Said Apartment which the Allottee(s) may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and the Allottee(s) shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said Apartment/Said Building/Said Complex.

14. **Failure to deliver possession by Company : Remedy to Allottee(s)**

If for any reasons other than those given in clauses 11(b), 11(c) and clause 46, the Company is unable to or fails to deliver possession of the Said Apartment to the Allottee(s) within forty two (42) months from the date of Application or within any extended period or periods as envisaged under this Agreement, then in such case, the Allottee(s) shall be entitled to give notice to the Company, within ninety (90) days from the expiry of said period of forty two (42) months or such extended periods, as the case may be, for terminating this Agreement. In that event, the

Company shall be at liberty to sell and/or dispose of the Said Apartment and the Parking Space(s) 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) days from the date of full realisation of the sale price after sale of Said Apartment and the Parking Space refund to the Allottee(s), without any interest, the amounts paid by the Allottee(s) in respect of the Said Apartment and the Parking Space 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. For the avoidance of doubt, it is stated that the Allottee(s) shall have no other right or claim against the Company in respect of the Said Apartment and Parking Space(s).

If the Allottee(s) 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(s) shall continue to be bound by the provisions of this Agreement.

15. Failure to deliver possession : Remedy :

Subject to the terms and conditions of the Agreement, in case of any delay (except for Force Majeure clause 46 and conditions as mentioned in clause 11(b) and 11(c) by the Company in completion of construction of Said Apartment and receiving occupation certificate of the Said Complex and the Allottee (s) not being in default/breach of the terms and conditions set out in the Application/Agreement, the Company shall pay compensation @ Rs. 15/- (Fifteen) per sq. ft. of the Super Area of the Said Apartment per month or any part thereof only to the first named Allottee(s) and not to anyone else. The Allottee(s) agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Allottee(s) may suffer and the Allottee(s) 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 Apartment to the Allottee(s) first named.

16. Abandonment

The Allottee(s) agrees and confirms that if for any reasons the Company is not able to start excavation on the Said Land within a period of six (6) months from the date of launch i.e 1st March, 2012, then the project shall be deemed to be abandoned and the Allottee(s) agrees and authorises the Company to refund the entire amount paid by the Allottee(s) alongwith simple interest @ 9% (nine 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 Allottee(s) shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment and in the Said Complex. Thereafter the Application/Agreement shall be treated as null and void and the Allottee(s) has fully understood the same and thereafter agreed and authorizes the Company to refund the amount.

17. Conveyance of the Said Apartment

The Company, its associates/subsidiaries shall execute a Conveyance Deed to convey the title, of the Said Apartment in favour of the Allottee(s), provided the Allottee(s) has paid the Total Price and other charges in accordance with this Agreement and the Allottee(s) is not in breach of all or any of the terms of this Agreement.

18. Maintenance of the Said Building / Said Complex

In order to provide necessary maintenance services, upon the completion of the Said Building/Said Complex the maintenance of the Said Building / Said Complex may be handed over to the Maintenance Agency. The Allottee(s) agrees to execute Maintenance Agreement (draft given in **annexure-VII** to this Agreement) with the Maintenance Agency or any other nominee/agency or other body/association of apartment owners as may be appointed by the Company from time to time for the maintenance and upkeep of the Said Building/ Said Complex. This Agreement shall not be deemed to be executed till the same is signed by all the parties. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. the Company reserves the right to change, modify, amend, 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 has received the occupation certificate / the date of allotment whichever is later.

It is further specifically clarified that the draft Maintenance Agreement, set out in **annexure-VII** to this Agreement is merely an indicative Maintenance Agreement that is proposed to be entered

into with the Allottee(s) for maintenance and upkeep of the Said Building / Said Complex, however, if at any time, after having taken over the Said Building / Said Complex, the Maintenance Agency, said association of apartment owners/ condominium of association decides to modify, alter, add, delete any one or more of the terms and conditions of the Maintenance Agreement, the Allottee(s) shall not have any objection to the same and shall execute the Maintenance Agreement as may be required by the Maintenance Agency or association of apartment owners or association of condominium or its nominees or assigns.

19. **Fixation of total Maintenance Charges**

The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement (draft given in **annexure -VII**). The Maintenance Charges shall be levied from the date of occupation certificate or the date of allotment, whichever is later and the Allottee(s) undertakes to pay the same promptly. It is agreed by the Allottee(s) that the payment of Maintenance Charges will be applicable whether or not the possession of Said Apartment is taken by the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost on monthly / quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee(s). The Allottee(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency.

20. **Interest Bearing Maintenance Security (IBMS)**

In order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the schedule of payment given in **annexure-III-A, B and C** and to always keep deposited with the Company / Maintenance Agency IBMS. In case the Allottee(s) fails to pay any maintenance bill then (a) the Allottee(s) shall not be entitled to avail any maintenance services (b) and the amount of such maintenance bills shall be first adjusted from the interest accrued upon the IBMS and if the interest on IBMS falls short of the amount of maintenance bill then such short fall shall be adjusted out of the principal amount of IBMS. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum Rs. 1345.50/- (one thousand three hundred and forty five and fifty paise) per sq. mtr. (Rs. 125/- one hundred and twenty five only per sq ft. approx) of the Super Area of the Said Apartment, then the Allottee(s) hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill. The Company reserves the right to increase the IBMS from time to time keeping in view the increase in the cost of maintenance services and the defaults committed by the Allottee(s). The decision of the Company /Maintenance Agency shall be final and binding upon the Allottee(s). The Allottee(s) agrees to pay such increases within fifteen (15) days of written demand by the Company. If the Allottee(s) fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Company may in its sole discretion treat this Agreement as cancelled without any notice to the Allottee(s) and to adjust the shortfall from the sale proceeds of the Said Apartment and to refund to the Allottee(s) the balance of the money realized from such sale after deducting there from the entire Earnest Money and Non Refundable Amounts. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IBMS as stipulated in this clause shall survive the conveyance of title in favour of the Allottee(s) and the Company / Maintenance Agency shall have first charge/lien on the Said Apartment in respect of any non-payment of shortfall/increases as the case may be.

The Company shall at its sole discretion have the right to refund / offer to refund in full and final settlement of the IBMS or transfer to the Maintenance Agency, after adjusting there from any outstanding maintenance 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(s) 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(s) has specifically agreed that the allotment of the Said Apartment shall be subject to strict compliance of a code of conduct that may be determined by the Company / Maintenance Agency for occupation and use of the Said Apartment and such other conditions as the Company /Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the Said Apartment, operation hours of various maintenance services,

general compliance for occupants of the Said Complex, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct as may be specified by the Company / Maintenance Agency is always subject to change by the Company / Maintenance Agency.

21. **Use of the Said Apartment**

The Allottee(s) shall not use the Said Apartment for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other apartment owners or residents of the Said Complex; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Apartment 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(s) shall indemnify the Company against any action, damages or loss due to misuse for which the Allottee(s) / occupant shall be solely responsible.

22. **Payment for replacement, upgradation, additions of lifts, DG sets, electric sub-stations, pumps, fire fighting equipment and other capital plants/equipments.**

As and when any plant & machinery within the Said Complex/Said Building, as the case may be, including but not limited to lifts, 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 Allottee (s) in the Said Building/Said Complex, 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(s) agrees to abide by the same.

23. **Right to enter the Said Apartment for repairs**

In addition to the Company's /Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities, and the parking space(s) for providing necessary maintenance services, the Allottee(s) agrees to permit the Company or the Maintenance Agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Company/Maintenance Agency shall be entitled to take such actions as it may deem fit.

24. **Insurance of the Said Building**

The structure of the Said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by the Allottee(s) as the part of the maintenance bill raised by the Maintenance Agency but contents inside Said Apartment shall be insured by the Allottee(s). The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any apartment or any part of the Said Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

25. **Use of basement and service areas**

The basement(s) and service areas, if any, as may be located within the Said Building/Said Complex, as the case may be, shall be earmarked by the Company to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per zoning plans/building plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the Company or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by the Allottee(s).

26. **Use of terraces**

The Company shall have all the rights over the roof top/terrace. The Company shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) shall not have a right to object or cause any hindrance to the same or make any claims

on this account. The roof top/terrace shall always vest with the Company and the Company shall be the sole owner thereof.

27. **General compliance with respect to the Said Apartment**

The Allottee(s) shall, after taking possession or after the expiry of period as stipulated in clause 12 be solely responsible to maintain the Said Apartment at the Allottee's cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Building,/ Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that Allottee(s) 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. The Allottee(s) 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 Allottee(s) shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

28. **Compliance of laws, notifications etc. by Allottee(s)**

The Allottee(s) is entering into this Agreement for the allotment of a residential apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex. The Allottee(s) hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Apartment all the requirements, requisitions, demands and repairs which are required by any development authority /municipal authority / Government or any other Governmental Authority in respect of the Said Apartment / Said Building at his/her 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.

29. **Alterations of unsold units**

The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the Said Building and the Allottee(s) shall have no right to raise objections or make any claims on this account.

30. **Right of the Company to additional FAR**

The Allottee(s) agrees and understands that if the FAR is increased beyond the current applicable FAR of 1.75 by the Government Authority, 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, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Allottee(s) 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 Allottee(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex

31. **EWS apartments, schools, shops, commercial premises/building, etc.**

The Allottee(s) agrees and understands that some portions of the Said Land are earmarked for the provision of construction of apartments for economically weaker sections (EWS) of the society, schools, shops, club, community centre, commercial premises/buildings etc., as approved by the Governmental Authority. The Allottee(s) agrees and consents that the Allottee(s) has no objection to such earmarked portions of such land for apartments for economically weaker sections (EWS) of the society, schools, shops, club/community centre, commercial premises/buildings etc. as well as to their construction which shall be carried on by the Company. The Allottee(s) agrees and confirms that the Allottee(s) shall not have any right, title or interest in any form or manner in the land earmarked for EWS apartments, school(s), shops, commercial premises, club / community centre, the buildings constructed thereon and facilities provided therein. Further, the Allottee(s) 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 apartments for EWS, school(s), shops, commercial premises/buildings, club/community centre or in the operation and management of shops, club / community centre, school(s), commercial premises/buildings etc.

32. **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 Apartment / Said Building / Said Complex / Said Land subject to the condition that the Said Apartment 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 Apartment for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company for the purpose of the construction of the Said Building/Said Complex.

33. **Agreement subordinate to mortgage by Company**

The Allottee(s) agrees that no lien or encumbrance shall arise against the Said Apartment as a result of this Agreement or any money deposited hereunder by the Allottee(s). In furtherance and not in derogation of the provisions of the preceding sentence the Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Apartment or excuse the Allottee(s) from completing the payment of the price of the Said Apartment or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the Conveyance Deed the Said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Allottee(s) who have opted for long term payment plan arrangement with any financial institutions / banks the conveyance of the Apartment in favour of the Allottee(s), shall be executed only on the Company receiving no objection certificate from such financial institution / banks.

34. **Company's charge on the Said Apartment**

The Allottee(s) agrees that the Company shall have the first charge/lien on the Said Apartment/Parking Spaces for the recovery of all its dues payable by the Allottee(s) under this Agreement and such other payments as may be demanded by the Company from time to time. Further the Allottee(s) agrees that in the event of his/her failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/lien by selling the Said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.

35. **Purchase not dependent on financial contingency:**

The Allottee(s) may obtain finance from any financial institution / bank or any other source but the Allottee(s) obligation to purchase the Said Apartment pursuant to this Agreement is not to be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has been able to obtain financing for the purchase of the Said Apartment.

36. **Binding effect**

Forwarding this Agreement to the Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the schedule of payments in **annexure-III-A, B and C** secondly a copy of this Agreement executed by the Company through its authorized signatory is delivered to the Allottee(s) within thirty (30) days from the date of receipt of this Agreement by the Company from the Allottee(s). If the Allottee(s) fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then the Application of the Allottee(s) shall be treated as cancelled and the Earnest Money and Non Refundable Amounts paid by the Allottee(s) shall stand forfeited. If the counter part of this Agreement is not executed by the Company and dispatched to the Allottee(s) within thirty (30) days from the date of its receipt from the Allottee(s), then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Allottee(s) in connection therewith shall be refunded to the Allottee(s) without any interest or compensation whatsoever. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.

37. **Agreement not assignable**

The Allottee(s) agrees and confirms that any rights on the Said Apartment are not assignable to any third party till expiry of six (6) months from the date of booking and payment of 30% of the Total Price. However, after the expiry of six (6) months and payment of 30% of the Total Price, the Company may in its sole discretion, upon payment of charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its agency/ body directions as may be in force, upon receiving a written request from the Allottee(s), permit the Allottee(s) to get the name of his/her nominee substituted, added, deleted in his/her place subject to such terms, conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.

38. **Entire agreement**

The Allottee(s) agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with 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 be binding on the Allottee(s) save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and shall supercede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

39 (a). **Right to amend terms and conditions**

The Allottee(s) agrees and understands that terms and conditions of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Allottee(s).

(b). **Right to amend annexures**

The Allottee(s) further agrees that the Maintenance Agreement (**annexure-VII**) attached to this Agreement is annexed to acquaint the Allottee(s) with the terms and conditions as may be stipulated as and when it is finally executed at the appropriate time to be notified by the Company. The Allottee(s) consents to the terms and conditions contained in the draft which shall substantially be the same in the final document to be executed at the appropriate time to be notified by the Company. The Allottee(s) further understands that the Company shall have the right to impose additional terms and conditions or to modify/amend/change the terms and conditions as stated in this draft in the final document to be executed at the appropriate time.

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

40. **Agreement specific only to the Said Apartment/Said Complex**

The Allottee(s) agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to apartments offered for sale in the Said Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other apartment(s)/building(s)/project(s) of the Company/ its associates/subsidiaries, partnership firms in which the Company is partner or interested.

41. **Provisions of this Agreement applicable on Allottee(s) / subsequent purchaser**

All the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment/Said Building/Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes, subject to clause 15 and 37 above.

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

Without prejudice to the rights/remedies available to the Company elsewhere in this Agreement:

- (a) The Company may, at its sole option and discretion, waive in writing the breach by the Allottee(s) of not making payments as per the schedule of payments given in **annexure-III-A, B and C** but on the condition that the Allottee(s) 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 @ 3 % per annum (total interest 18 % per annum only). It is made clear and so agreed by the Allottee(s) 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 Allottees.
- (b) Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

43. **Severability**

The Allottee(s) 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.

44. **Captions/headings**

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment in common with the other Allottees in the same building, the same shall be the proportion which the Super Area of the Said Apartment bears to the total super area of all the apartments in the Said Building/Said Complex as the Company may decide.

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with the Allottees of all the buildings, to be constructed on the Said Land the same shall be in proportion which the Super Area of the Said Apartment bears to the total super area of all the apartments in all the buildings to be constructed on the Said Land.

46. **Force Majeure**

The Company shall not be responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions.

47. **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(s) 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(s) agrees to keep the Company fully informed at all times in this regard.

48. **Indemnification**

The Allottee(s) hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.

49. **Brokerage**

The Allottee(s) shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Said Apartment. The Company shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Allottee(s) have the right to deduct such charges from the Total Price and other charges payable to the Company for the Said Apartment. Further, the Allottee(s) shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

50. **Further assurances**

The Allottee(s) agrees that the persons to whom the Said Apartment is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

51. **Copies of the Agreement**

Two copies of this Agreement shall be executed and the Company shall retain the original copy of this Agreement and send the Second executed copy to the Allottee(s) for his reference and record.

52. **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 head office in _____ after the copies are duly executed by the Allottee(s) and are received by Company . This Agreement shall be deemed to have been executed at _____.

53. **Notices**

All notices are to be served on the Allottee(s) as contemplated in this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Company by registered post at their respective addresses specified below:

(Address of Allottee(s))

M/s. -----
DLF Centre,
Sansad Marg,

New Delhi-110 001

It shall be the duty of the Allottee(s) to inform the Company of any change subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

54. **Joint Purchasers**

In case there are joint Allottee(s) all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by the Allottee(s) which shall for all intents and purposes be considered as properly served on all the Allottees.

55. **Right to transfer ownership**

The Company reserves the right to transfer ownership of the Said Building/Said Complex 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(s) agrees that he / she shall not raise any objection in this regard.

56. **Events of defaults and consequences**

The Allottee(s) agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i) Failure to make payments within the time as stipulated in the schedule of payments as given in **annexure-III-A, B and C** and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IBMS as demanded by the Company , any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Company to the Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.
- ii) Failure to perform and observe any or all of the Allottee's obligations including those contained in clause 56 (i) as set forth in this Agreement or if the Allottee(s) fails to execute any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Apartment.
- iii) Failure to take possession of the Said Apartment within the time stipulated by the Company .
- iv) Failure to execute the conveyance deed within the time stipulated by the Company in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company , its nominee, other Body or Association of Apartment Owners/Association of Condominium, as the case may be.
- vi) Failure, pursuant to a request by the Company, in terms of clause 1.21(a) of this Agreement, to become a member of the association of apartment owners of the Said Building / Said Complex or to pay subscription charges etc. as may be required by the Company or association of apartment owners, as the case may be.
- vii) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Company .
- viii) Dishonour of any cheque(s) given by the Allottee(s) for any reason whatsoever.
- ix) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space independent of the Said Apartment or usage of the Parking Space other than for parking his/her vehicle.
- x) Escalation Charges

- xi) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee(s).

Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, in its sole discretion, by notice to the Allottee(s), cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further 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, any other amount of a non-refundable nature. The Allottee(s) acknowledges that upon such cancellation of this Agreement, the Allottee(s) shall have no right or interest on the Said Apartment and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the Said Apartment and the Parking Space in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by the Company by registered post only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee(s). 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 breach committed by the Allottee(s).

57. **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.

58. **Dispute Resolution by Arbitration**

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, including the interpretation and validity of the terms thereof and the 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 and 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 DLF City, Gurgaon, Haryana by a sole arbitrator, who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Allottee(s) hereby confirms that the Allottee(s) shall have no objection to this appointment by the Company even if the person so appointed as the arbitrator is an employee or advocate of the Company or otherwise is connected to the Company and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Company. It is understood that no other person or authority shall have the power to appoint the arbitrator. The Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint Allottees)

(1) _____

(2) _____

at _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

Name _____
Address _____
(to be completed by the Allottee(s))

2. Signature _____
Name _____
Address _____

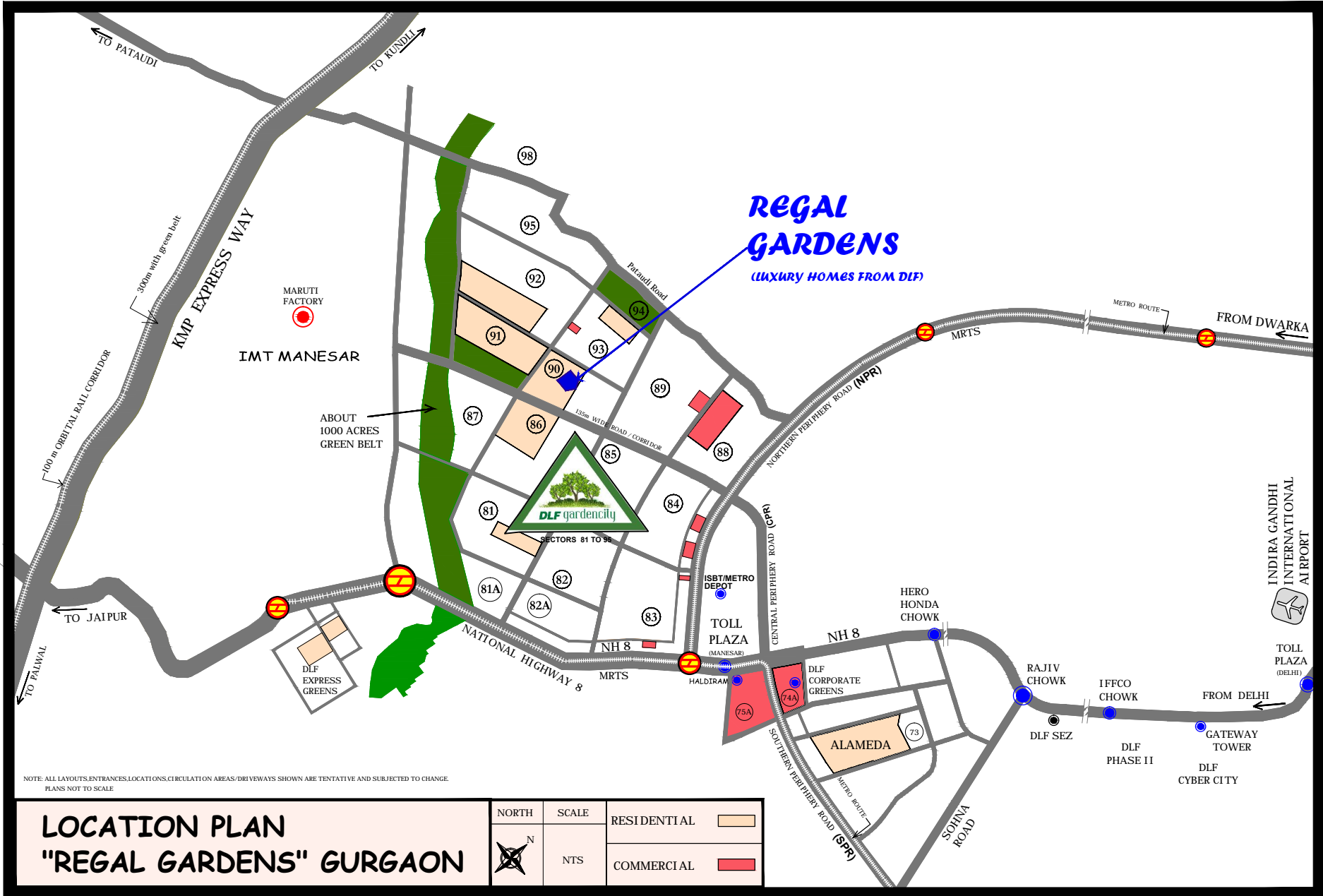
SIGNED AND DELIVERED by the within named Company at New Delhi on _____ in the presence of:

(AUTHORISED SIGNATORY)

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____



NOTE: ALL LAYOUTS, ENTRANCES, LOCATIONS, CIRCULATION AREAS/DRIVEWAYS SHOWN ARE TENTATIVE AND SUBJECT TO CHANGE. PLANS NOT TO SCALE.

<p>LOCATION PLAN "REGAL GARDENS" GURGAON</p>	NORTH	SCALE	RESIDENTIAL	
		NTS	COMMERCIAL	

ANNEXURE – II

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the Sale Price in respect of the Said Apartment shall be the sum of Apartment Area of the Said Apartment, its pro-rata share of Common Areas in the entire said building and pro-rata share of other Common Areas outside apartment buildings earmarked for use of all apartment allottees in “REGAL GARDENS”, Sector-90, Gurgaon.

Whereas the Apartment Area of the Said Apartment shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards, space for AC unit and lofts etc. and half the area of common walls with other premises/ apartment, which form integral part of Said Apartment and Common Areas shall mean all such parts/ areas in the “Regal Gardens” which the allottee shall use by sharing with other occupants of Regal Gardens including entrance lobby, driver’s/common toilet at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, helipad, underground water tanks & pump room, electric sub-station, DG set room, fan rooms, Laundromat, maintenance offices/ stores, security/ fire control rooms and architectural features, if provided.

Super Area of the Said Apartment if provided with exclusive open terrace(s) shall also include area of such terrace(s), Apartment allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that the computation of Super Area of the Said Apartment does not include the following :

- a) Sites for shops and shop(s).
- b) Sites / Buildings/ Area of Community facilities/ Amenities like Nursery/ Primary/ Higher Secondary School, Club for “Regal Gardens”/ Community Centres, Dispensary, Creche, Religious Buildings, Health Centres, Police Posts. Electric Sub-Station, Dwelling Units for Economically Weak Sections/ Services Personnel.
- c) Roof / top terrace above apartments excluding exclusive terraces allotted to apartments/ Penthouses.
- d) Covered / Open Car Parking Area within / around Buildings for allottees / visitors of Regal Gardens.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Sale Price in respect of Said Apartment only and that the inclusion of Common Areas within Said Building, for the purpose of calculating Super Area does not give any right, title or interest in Common Areas to Apartment Allottee except the right to use common Areas by sharing with other occupants / allottees in the said building subject to timely payment of maintenance charges.

Presently, tentative percentage of Apartment Area to Super Area of Apartment varies 79% to 82% approximately depending upon the size and type of the apartments. Super Area and the percentage of Apartment Area to Super Area may undergo changes during construction of Said Building / Said Complex and final Super Area shall be confirmed upon completion of construction of Said Building(s).

ANNEXURE-III
SCHEDULE OF PAYMENTS

ANNEXURE-III
SCHEDULE OF PAYMENTS

ANNEXURE-IV COMMON AREAS & FACILITIES

PART-A :

List of Common Areas and Facilities as may be applicable for use of Apartment Allottee within "Regal Gardens DLF Garden City" proportionate Area of which included in computation of Super Area of the Said Apartment.

1. Entrance Hall / Lobby at Ground Floor.
2. Staircases and munties.
3. Lifts/lift shafts.
4. Lifts lobbies including lighting and fire fighting equipments thereof.
5. Common passage/ corridor, lighting and fire fighting equipments thereof.
6. Lift machine rooms.
7. Overhead Water tanks.
8. Helipad/Electrical/ Plumbing/ Fire shafts and service ledges.
9. Mail room / Security room/ Driver's common toilet at Ground floor.
10. Security / Fire control room.
11. Maintenance office / service Areas.

PART-B :

List of General Common Areas and Facilities proposed to be located in the basement for all apartment allottees in Regal Gardens DLF Garden City included in computation of Super Area of the Said Apartment (Plan attached to this Annexure).

- | | | |
|---|---|---------------------|
| 1. D.G. Room/ D.G. sets. |] | May be located |
| 2. Underground Domestic & fire water tanks and pump room & pump with accessories. |] | under any apartment |
| |] | Building or any |
| |] | other suitable |
| 3. Electric sub-station/ transformers |] | location in |
| 4. Electrical Panels. |] | "Regal Gardens DLF |
| | | Garden City" |
| 5. Fan rooms. |] | |
| 6. Laundromat. |] | |

7. Maintenance stores and circulation]
Areas.

PART-C :

List of general Common Areas and Facilities within “Regal Gardens DLF Garden City” for use of all apartment allottees in Regal Gardens DLF Garden City excluded from computation of Super Area of the Said Apartment (Plan attached to this Annexure).

1. Lawns & play Area, including lighting & Services etc.
2. Road & Driveways, including lighting & Services etc.
3. Fire Hydrants & Fire brigade inlet etc.

That save and except the use of Common Areas and Facilities in part A, Part B as above, exclusive use of covered parking space as described in Part D of this annexure and the undivided pro-rata share in the Foot Print of the Said Building. It is specifically made clear by the Company and agreed by the Apartment Allottee that he/she shall not have any right, title or interest in any other land(s), areas, facilities and amenities within “Regal Gardens DLF Garden City” as these are specifically excluded from the scope of this Agreement and the Apartment Allottee agrees and confirms that the ownership of such lands, Areas, facilities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

PART-D :

Parking Space within “Regal Gardens DLF Garden City” individually allotted to an allottee of apartment for his / her exclusive use and is excluded from the computation of Super area of Apartment (Parking Plan attached in Annexure-VI).

1. Covered car parking spaces on stilt floor level of buildings.
2. Covered car parking spaces in basements of buildings.
3. Open Car Parking around building(s).

PART-E :

It is specifically made clear by the Company and agreed by the Apartment Allottee that this Agreement is limited and confined in its scope only to the Said Apartment, areas, amenities and facilities as described in Part-A, Part-B, Part-C & Part-D of this annexure and the foot print the Said Building. It is understood and confirmed by the Apartment Allottee that all other land(s), Areas, facilities and amenities in “Regal Gardens DLF Garden City” and outside the periphery / boundary of “Regal Gardens DLF Garden City” are specifically excluded from the scope of this Agreement and the Apartment Allottee agrees that he / she shall

not have any ownership rights, rights of usage, title or 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 counted in the computation of Super Area for calculating the Total Price and therefore, the Apartment Allottee has not paid any money in respect of such other lands, Areas, facilities and amenities.

The Apartment Allottee agrees and confirms that the ownership of such other lands, Areas, facilities and amenities, shall vest solely with the Company, its associates, its subsidiaries 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 Building, if any, and/or within the said portion of Land/ "Regal Gardens DLF Garden City".
2. Dwelling Units for Economically Weaker Section and Dwelling Units for Service Personnel in Building other than Apartment Buildings.
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 Creche and Creche Building(s).
7. Areas reserved for Religious Building and Religious Building(s).
8. Areas reserved for Health Centres and Health Centre Building(s).
9. Areas reserved for Police Posts and Police Post Building(s).
10. Areas reserved for Electric sub-stations (ESS) & ESS Building(s).
11. Areas for Telephone Exchange, Telecommunication facilities, Post-Office etc and Building(s) / Construction thereof.
12. Areas for all Commercial Buildings and Commercial Buildings / premises.
13. Areas for sports, recreational facilities etc.
14. Roads, Parks for use of General Public.
15. All Areas, Building, premises, structures falling outside the periphery / boundary of the said plot of land.

ANNEXURE-V

REGAL GARDENS DLF GARDEN CITY, SECTOR 90,GURGAON

Proposed Specifications for 'REGAL GARDENS'

- For better safety, structure designed for the highest seismic considerations of Zone V for high rise structures, against Zone IV as stipulated by the Indian codes.
- Air Conditioned apartment excluding kitchen & toilet.
- Air Conditioned Entrance Halls on ground floor.
- Eco friendly environment with Rain Water Harvesting system to recharge aquifer, and use of treated water from STP for flushing and horticulture.
- Pre-heated water supply through Solar Water Heaters to Kitchens.

Living / Dining / Lobby / Passage

Floor	Imported Marble
Walls	Acrylic Emulsion paint on POP punning
Ceiling	Acrylic Emulsion Paint

Bedrooms

Floor	Laminated Wooden Flooring
Walls	Acrylic Emulsion paint on POP punning
Ceiling	Acrylic Emulsion Paint

Kitchen

Walls	Tiles upto 2' above counter & Acrylic Emulsion paint in balance area
Floor	Anti-skid Tiles
Ceiling	Acrylic Emulsion Paint
Counter	Made in Marble / Granite / Synthetic stone
Fittings / Fixtures	CP fittings, Double bowl single drain board SS Sink, Exhaust fan

Balcony

Floor	Terrazzo tiles / Terrazzo cast-in-situ/ Ceramic tiles
Ceiling	Exterior paint

Toilets

Walls	Combination of Tiles, Acrylic Emulsion Paint & Mirror
Floors	Anti-skid Tiles
Ceiling	Acrylic Emulsion Paint
Counter	Made in Marble / Granite / Synthetic stone
Fixtures/Accessories	Glass Shower-partition in toilets (7'Ht), Exhaust Fan, Towel rail / ring, Toilet paper Holder, Soap dish. All of standard make.
Sanitary ware/ CP fittings	Single Lever CP fittings, Wash Basin, Floor mounted / Wall-hung WC of Kohler / Roca / Duravit / Parryware or Equivalent make.

Plumbing

CPVC & UPVC piping for water supply inside the toilet & kitchen and vertical down takes.

Fire Fighting System

Fire Fighting System with sprinklers, smoke detection system etc. as per NBC norms

Doors

Internal & Entrance Doors	Painted / Polished / frame with Painted/ Polished flush door / Moulded Skin shutters.
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External Glazings

Windows/External Glazing single glass unit with tinted / reflective and / or clear glass with powder coated Aluminum / UPVC Frames in habitable rooms and Aluminium / UPVC frames with clear/ Frosted Glass in all toilets.

Electrical Fixtures/Fittings

Modular switches of North West / Crabtree / MK or equivalent make, copper wiring and ceiling light fixtures in balconies.

Power Back-up

100 % DG Power back-up as mentioned below:-

- a) 2 BHK – Not exceeding 5 KVA per apartment
- b) 3 BHK – Not exceeding 6 KVA per apartment
- c) 4 BHK – Not exceeding 7 KVA per apartment

DG Capacity shall be at 70% of load factor & 70% over-all diversity for apartments as well as for common areas

Security System

Secured Gated Community with access Control at entrances. CCTV in driveway of Parking Basements, Ground Floor & Basement Entrance Lobbies & inside the car of elevators, one intercom point in each apartment.

Lift Lobby

Lifts	Passenger and Service Elevators
Lift Lobby Floors	Combination of Granite /Marble/Tiles
Lift Lobby Walls	Combination of Granite/ Glass/ Acrylic Emulsion Paint on POP punning/ Textured Paint

Staircases

Floor	Terrazzo/Mosaic Tiles/Marble/Kota Stone
Walls	Flat oil Paint

Club Facility

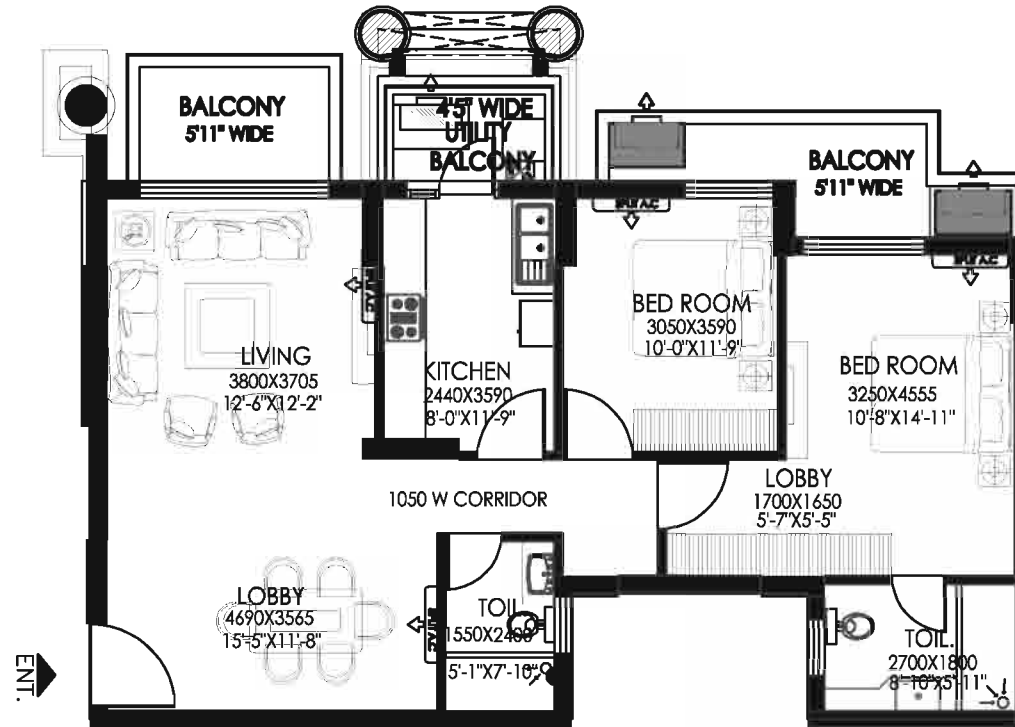
Multi Purpose Hall with Banqueting Facility, Card Room, Pool Room, Table Tennis, Gymnasium with Modern Equipments, Massage room, Mini Home Theatre / A.V Room, Swimming Pool with Change Rooms, Kid's Pool.

Conversion Scale

1 ft = 304.8 mm

DISCLAIMER: Marble/Granite being natural material have inherent characteristics of color and grain variations. Specifications are indicative and are subject to change as decided by the Company or Competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipments/appliances and their make/brand thereof are tentative and liable to change at sole discretion of the Company. Applicant/Allottee shall not have any right to raise objection in this regard.

ANNEXURE VI



NOTES:

- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE FIRST FLOOR PLAN OF APARTMENT NO. 1 IN BLOCK A



DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

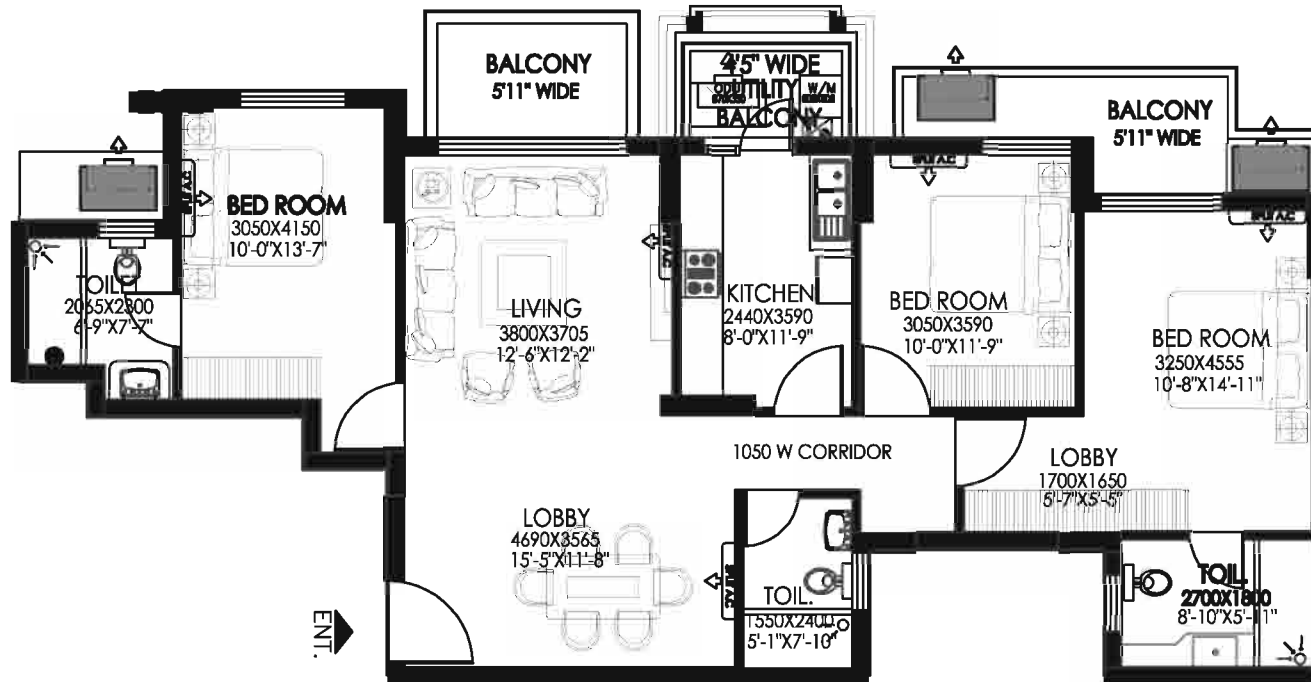
Project

REGAL GARDENS

DLF GARDEN CITY,
SECTOR - 90, GURGAON

Tentative Saleable Area

1459 SQ.FT



NOTES:

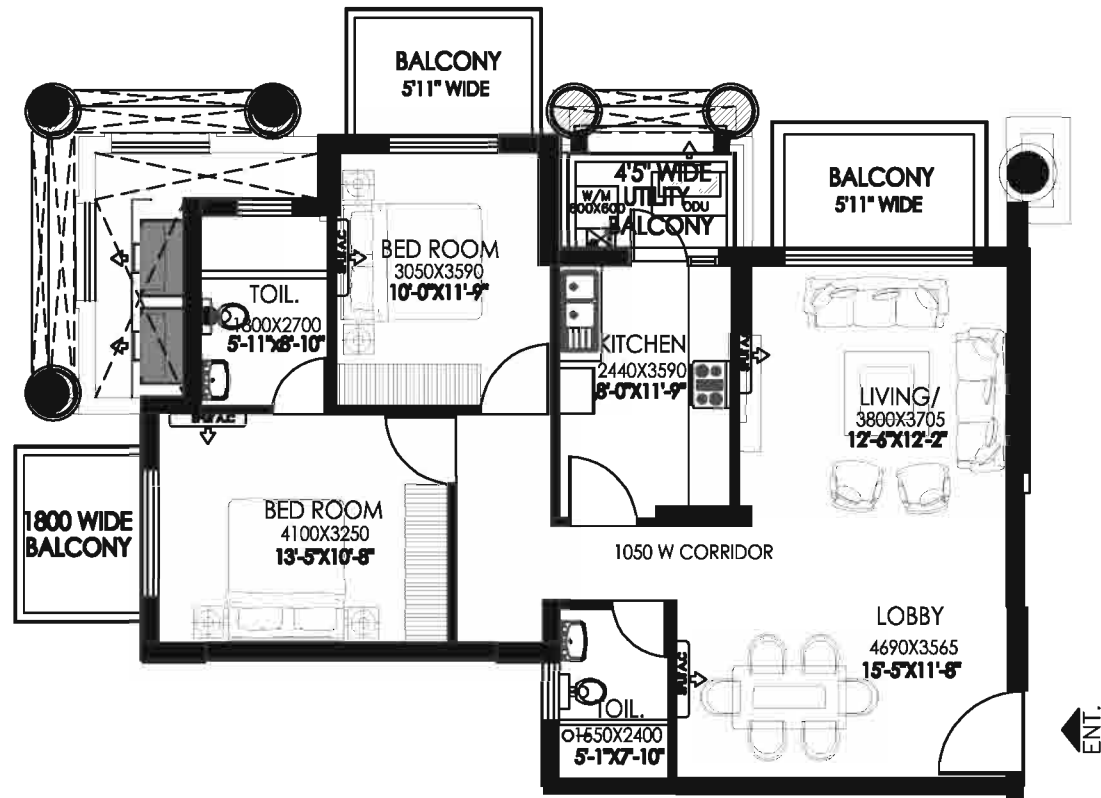
- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 1 IN BLOCK A & B
 TENTATIVE PLAN OF APARTMENT NO. 4 IN BLOCK B & E

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

Project
REGAL GARDENS
 DLF GARDEN CITY,
 SECTOR - 90, GURGAON

Tentative Saleable Area
1744 SQ.FT



NOTES:

- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE FIRST FLOOR PLAN OF APARTMENT NO. 4 IN BLOCK A



DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

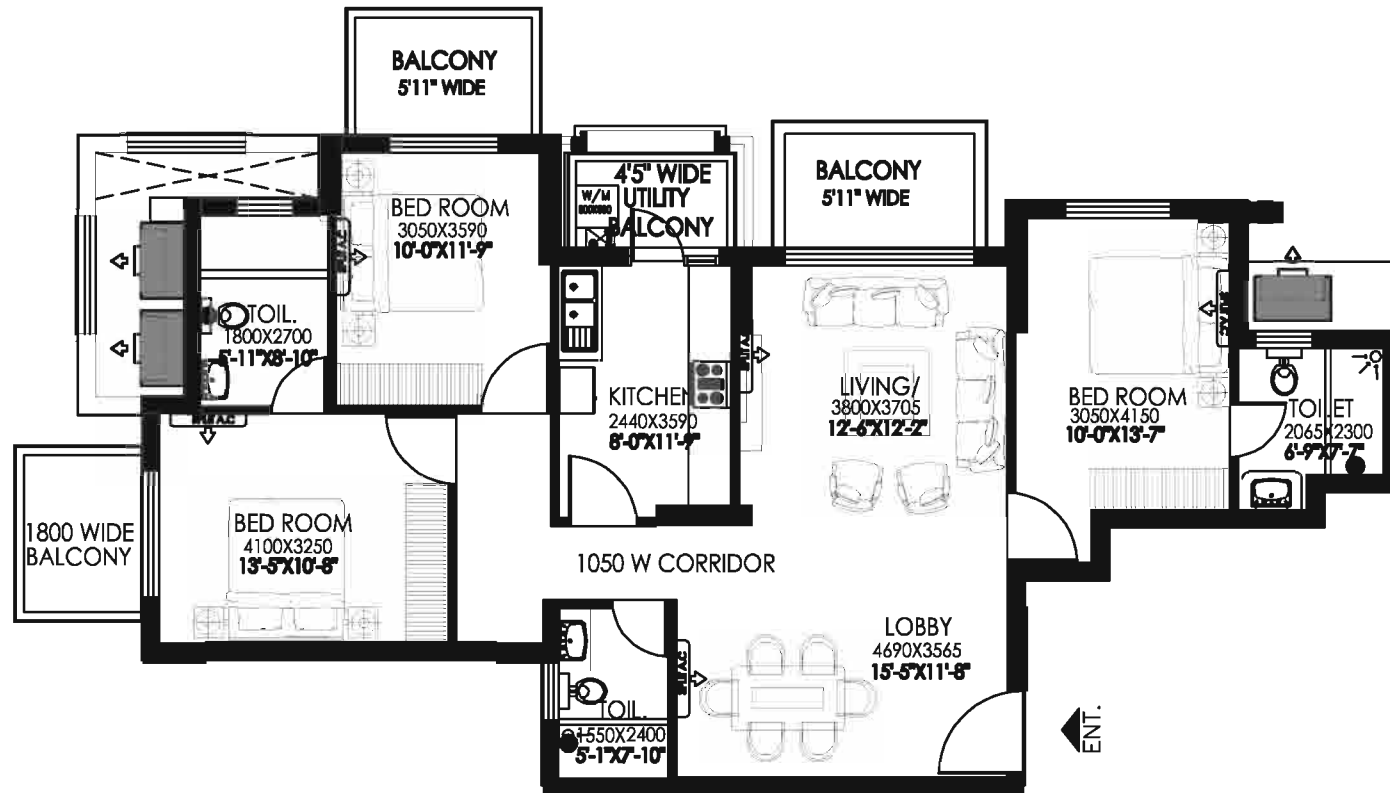
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REGAL GARDENS

DLF GARDEN CITY,
SECTOR - 90, GURGAON

Tentative Saleable Area

1467 SQ.FT



NOTES:

- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 4 IN BLOCK A



DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

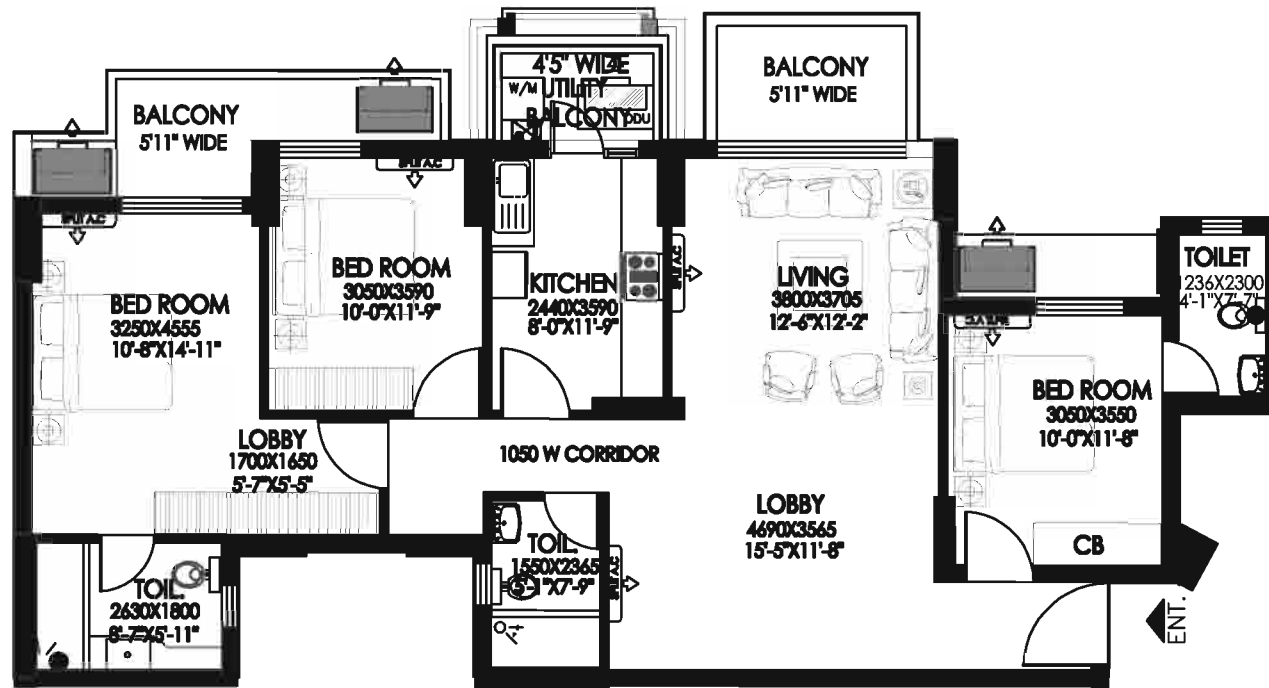
Project

REGAL GARDENS

DLF GARDEN CITY,
SECTOR - 90, GURGAON

Tentative Saleable Area

1755 SQ.FT



NOTES:

- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 1 & 4 IN BLOCK C



DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

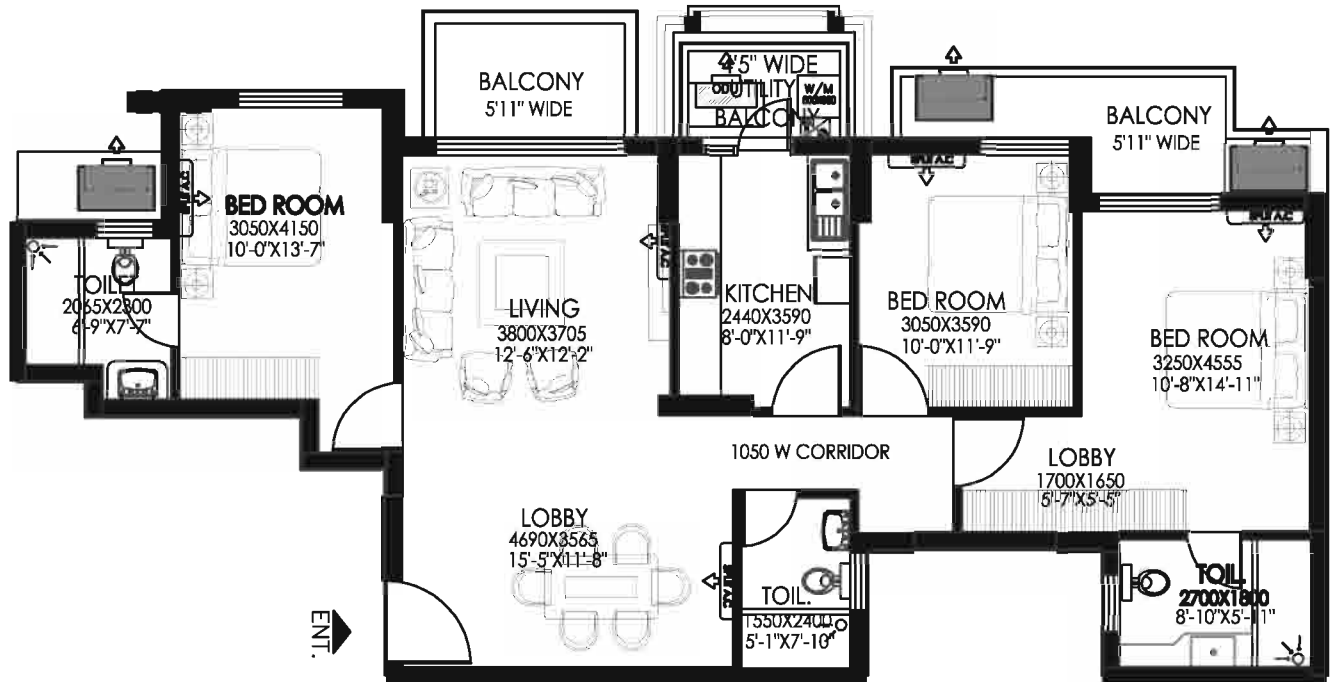
Project

REGAL GARDENS

DLF GARDEN CITY,
SECTOR - 90, GURGAON

Tentative Saleable Area

1719 SQ.FT



NOTES:

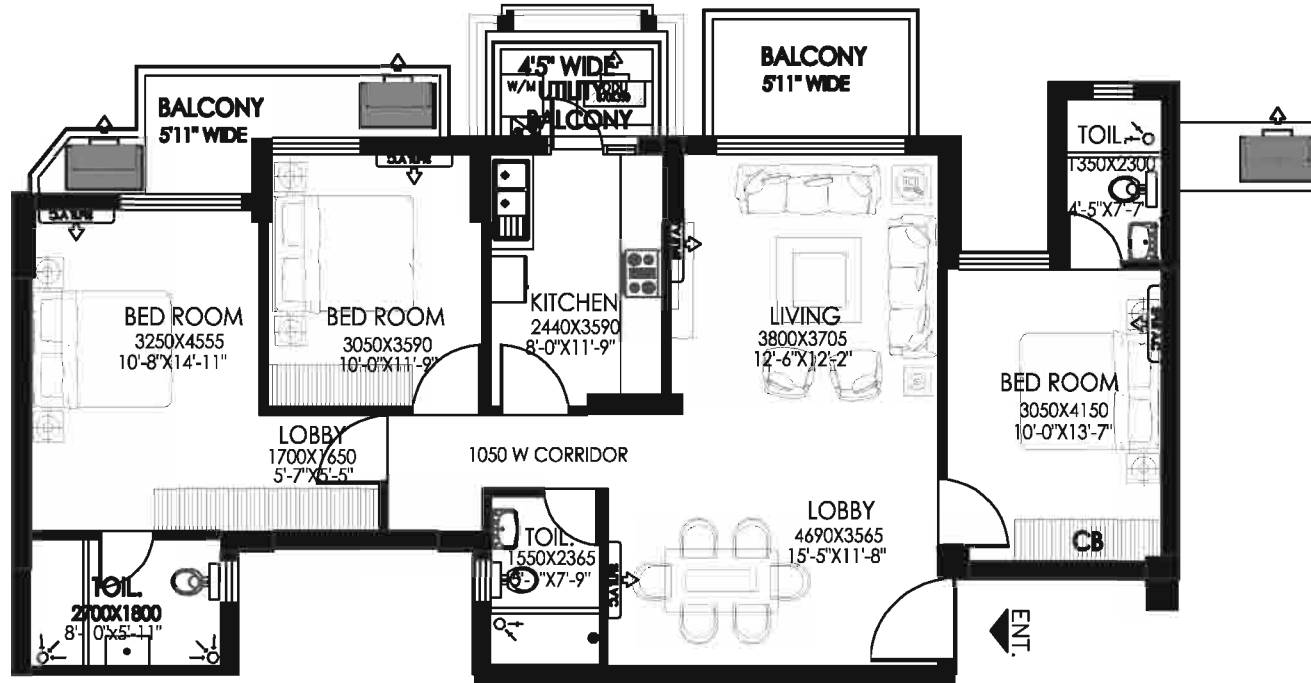
- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 1 & 4 IN BLOCK D

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

Project
REGAL GARDENS
 DLF GARDEN CITY,
 SECTOR - 80, GURGAON

Tentative Saleable Area
1726 SQ.FT



TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK D

NOTES:

- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT



DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

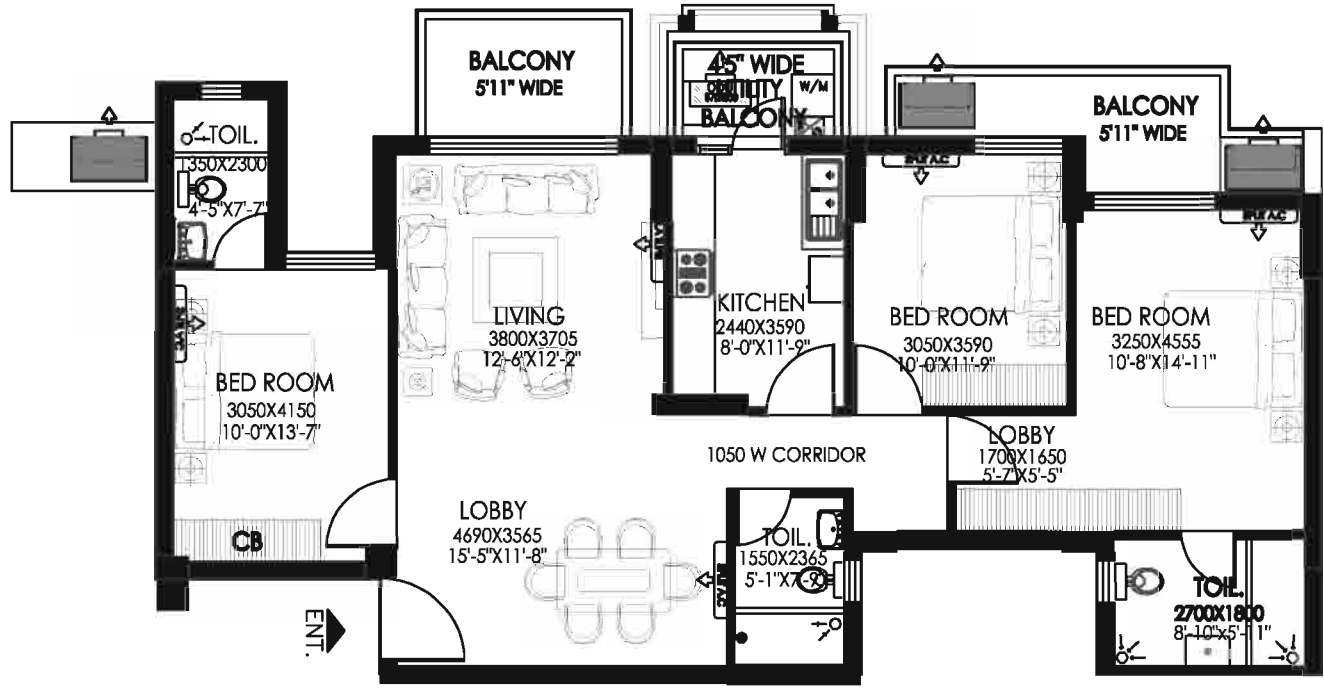
Project

REGAL GARDENS

DLF GARDEN CITY,
SECTOR - 90, GURGAON

Tentative Saleable Area

1693 SQ.FT



NOTES:

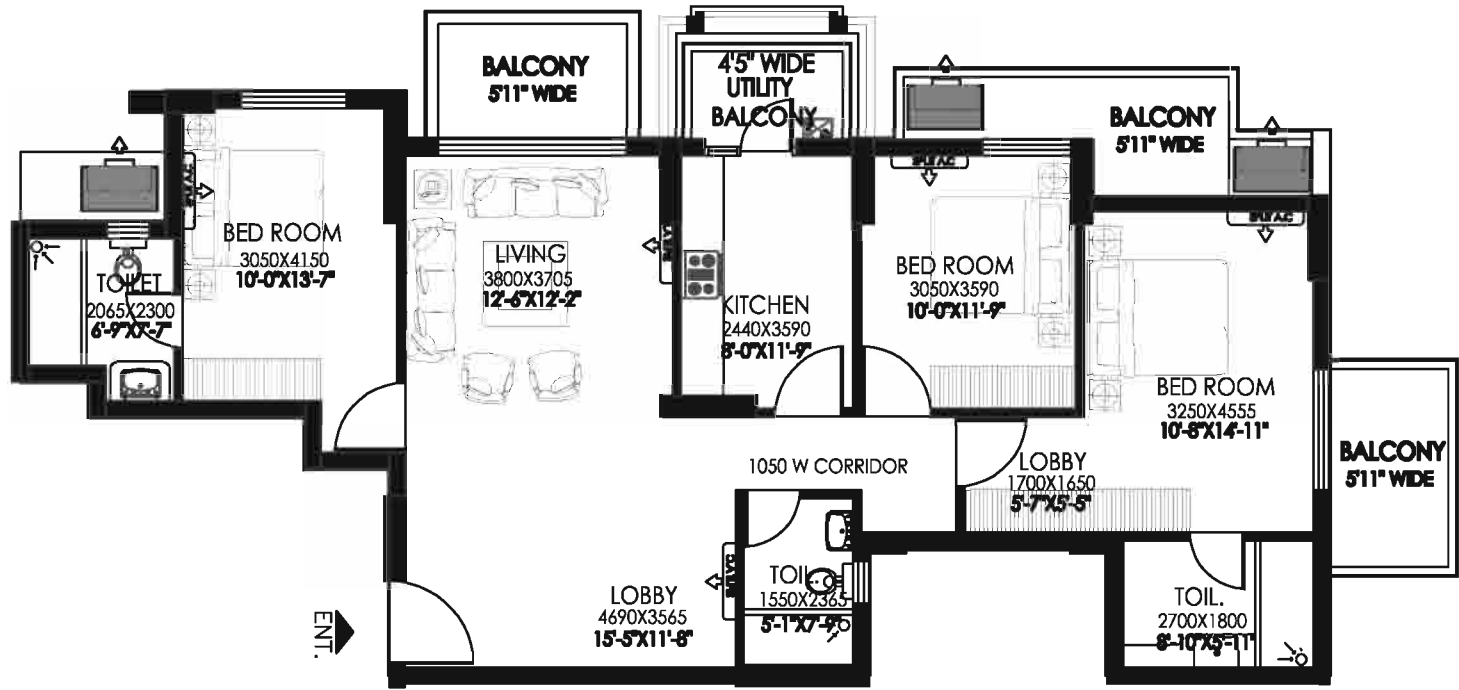
- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 3 IN BLOCK D

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

Project
REGAL GARDENS
 DLF GARDEN CITY,
 SECTOR - 90, GURGAON

Tentative Saleable Area
1703 SQ.FT



NOTES:

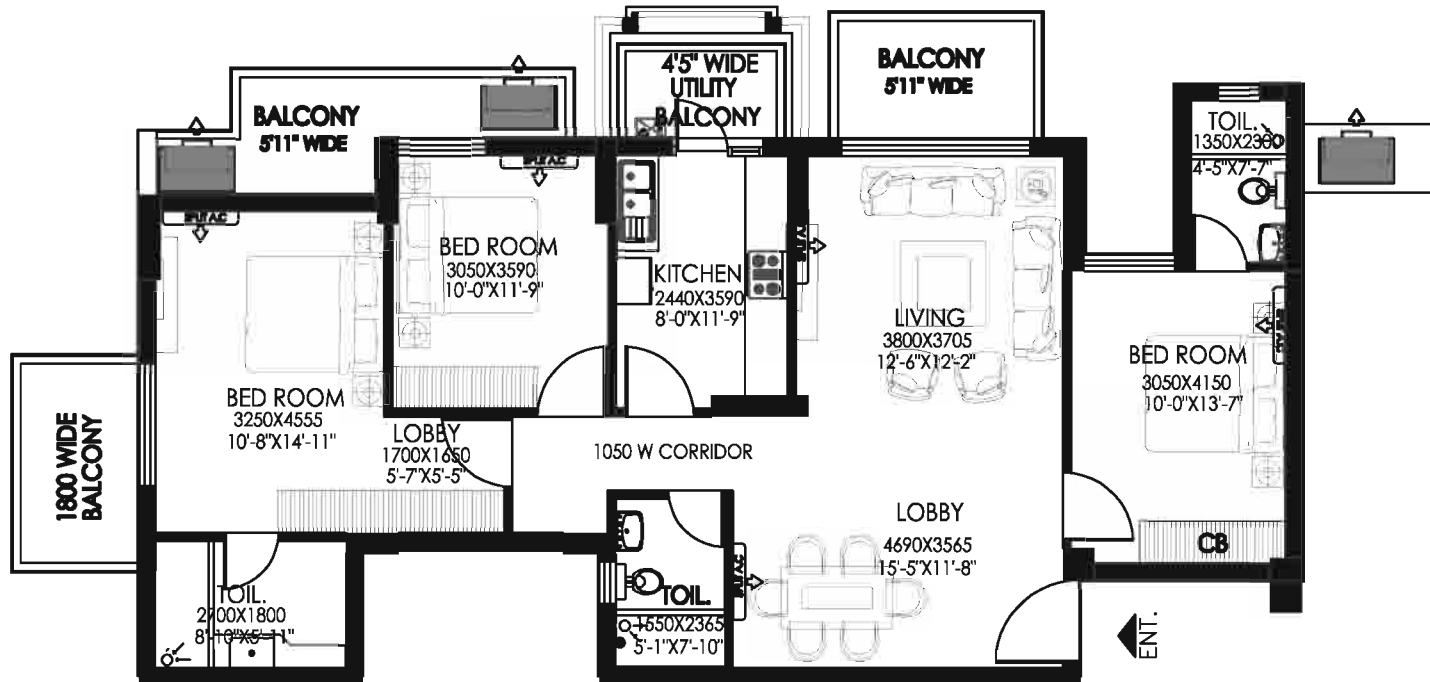
- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 1 IN BLOCK E

DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

Project
REGAL GARDENS
 DLF GARDEN CITY,
 SECTOR - 90, GURGAON

Tentative Saleable Area
1818 SQ.FT



NOTES:

- PLAN NOT TO SCALE
- FURNITURE & CUPBOARD SPACES SHOWN ARE NOT PART OF STANDARD APARTMENT

TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK E



DLF NEW GURGAON HOMES DEVELOPERS PVT.LTD

Project

REGAL GARDENS

DLF GARDEN CITY,
SECTOR - 90, GURGAON

Tentative Saleable Area

1795 SQ.FT

ANNEXURE-VII

MAINTENANCE AGREEMENT

This Agreement is made on this day _____ of _____, 2012 at _____.

AMONGST

1) DLF NEW GURGAON HOMES DEVELOPERS PVT. Ltd., a Company registered under the Companies Act, 1956 having its registered office at 1- E, Jhandewalan Extension , Naaz Cinema Complex, New Delhi-55 and head office at DLF Centre, Sansad Marg, New Delhi-1 (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its authorised signatory Shri _____, S/o _____ R/o _____, of the first part ;

AND

2) Regal Gardens DLF Garden City Condominium Association, 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 Mr. S/o _____, R/o _____, of the Second Part;

AND

- 4) 1. Shri/ Smt. _____
Son/Daughter/Wife of Shri _____
Resident of _____

- *2. Shri/Smt. _____
Son/Daughter/Wife of Shri _____
Resident of _____

(* 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 "the User" which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors and successors) of the Third Part acting through its partner authorised by resolution dated _____ Shri / Smt. _____.

OR

** _____ a Company registered under the Companies Act, 1956, having its registered office at _____ and Corporate Identification Number _____ (hereinafter referred to as "the User" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Third Part acting through its duly authorised signatory Shri/Smt. _____ authorised by Board resolution dated _____.

**Strike out whichever is not applicable

WHEREAS the User has entered into the Apartment Buyer's Agreement for the purchase of the Said Apartment in the Said Complex and has taken possession / is in process of taking possession.

AND WHEREAS the Apartment Buyer's Agreement contained a stipulation for the provision of the Maintenance Services by the Company/Association on the payment of charges thereof by the User.

AND WHEREAS the User has, in accordance with the Apartment Buyers Agreement, deposited / in the process of depositing IBMS with the Company /Association.

AND WHEREAS the Company/ Association/ User wants the Common Areas and Facilities and services to be maintained by the Maintenance Agency and the Maintenance Agency is agreeable to maintain the Common Areas, 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 Building and Said Complex and the Common Areas and Facilities situated within the Said Complex and the Said Building to the Maintenance Agency for the Maintenance Services.

AND WHEREAS on the User's undertaking to abide by the terms and conditions of this Agreement and subject to the other terms and conditions of this Agreement, the Maintenance Agency has agreed to provide the Maintenance Services.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:

Definitions and Interpretation:

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

“Agreement” shall mean this maintenance agreement along with all the annexures and schedules attached thereto;

“Apartment Buyers Agreement” shall mean the apartment buyer’s agreement dated [] entered into between the Company and the User for the sale of the Said Apartment to the User;

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

“IBMS” shall mean an amount deposited/ in the process of depositing as per the super area of the Said Apartment by the User as maintenance security with the Company/Maintenance Agency for providing the Maintenance Services and utilities, carrying simple 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, calculated from the date of realization of amount by the Company/ Maintenance Agency and which is to be adjusted/transferred in the manner as provided in the Apartment Buyers Agreement.

If such amount is deposited with the Company/Association, then the Company/Association, in its sole discretion, shall transfer the same to the Maintenance Agency and if not paid to the Company/Association, the User shall deposit the same directly with the maintenance Agency.

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/Said Building 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.

The Maintenance Agency/Association 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.

“Initial Period” shall mean as decided by board.

“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 Apartment including but not limited to electricity, 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 Building/ Said Apartment. The maintenance charges will be calculated on the basis of actual cost of Maintenance Services.

The maintenance charges with respect to the Said Apartment will be computed as under:

(Total cost of Maintenance Services/ Total super area of all the apartments) X The super area of the Said Apartment

“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 1 hereof, to be rendered by the Maintenance Agency.

“Said Apartment” shall mean the residential apartment no. _____ located on ____ floor in the Said Building having a super area of ____sq. mtr (____sq. feet) along with the exclusive right to use the parking space nos. 1) _____ 2) _____ within the Said Building/ Said Complex .

“Said Building” shall mean the tower/ building no..... in the Said Complex;

“Said Complex” shall refer to the residential complex named “Regal Gardens DLF Garden City “, Sector 90, Gurgaon”, constructed on the Said Land.

“Said Land” shall mean a land admeasuring 11.10 acres (approx) in 90 situated at Gurgaon ,Haryana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:

1. MAINTENANCE SERVICES AND THEIR SCOPE:

Subject to the terms and conditions of this Agreement and the User’s compliance of the terms of the Apartment Buyers Agreement/conveyance deed executed by the Company of the Said Apartment and payment of the Maintenance Charges, the Maintenance Agency shall ensure provision of the Maintenance Services in accordance with this Agreement during the term of this Agreement.

The Maintenance Services shall include the following :

A. For the Said Complex/ Said Building:

- (i) Maintenance of the Common Areas and Facilities as specified in Annexure II,
- (ii) Maintenance of open spaces, compound wall, landscaping, roads, paths and such other spaces within the boundary wall of the Said Complex including maintenance of equipment for providing utilities;
- (iii) Operation and Maintenance of electrification equipments and ancillaries installed within the Said Complex/ Said Building under bulk electric supply scheme, power back-up and sub-stations connected with supply of electrical energy and equipments installed in the Said Building/ Said Complex for filtration, water supply, sewerage, sewage treatment plant, water treatment plant in the Said Complex.

- (iv) Security services for the Said Building/Said Complex.
- (v) Insurance of the Said Complex/Said Building including any structure, equipments installed in the Said Building/ Said 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 Complex/ Said Building.

B. For the Car-parking areas:

- (i) Maintenance of the car parking spaces in the basement/podium(s) or in any other part of the Said Building/Said Complex;
- (ii) Other services, including but not limited to, maintenance of reserved covered/open/semi-covered car parking spaces allotted for exclusive use of the User, driveways, electrification, security services etc and other services, as the Maintenance Agency may deem fit, with regard to the car parking in the basement/podium(s).

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 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 Apartment Buyer's Agreement the Maintenance Charges are to be levied from the date of grant of Occupation Certificate by the competent authority for the Said 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 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 _____ in which the Said Complex/ Said Apartment is located.

B. Utilities:

- i) The Maintenance Agency shall bill, monthly, for the consumption of electrical energy inside the Said Apartment based on number of units consumed as indicated by the meter(s) installed in the Said Apartment at pre-determined rates (which for want of a more suitable standard / rate shall correspond to the rates charged by DHBVN to its direct consumers) falling in the schedule of tariff as applicable from time to time to the Said Apartment. 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 Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) and/or the cost of operating (including fuel etc.) and maintaining standby DG Set(s) and deducting therefrom actual receipts from billing of electrical energy to all the Users of the Said Complex on account of electrical energy consumed, monthly, inside their respective Said Apartment. The resultant net expenditure shall be treated as common maintenance charges and billed to individual Users in proportion to the super area of their respective apartments. It is clarified and understood by the Users that Maintenance Charges are inclusive of cost incurred in arranging electrical energy from DHBVN and/or from standby DG Set(s) 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 2B 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 Gurgaon and shall be deemed to have been paid only when the amounts are credited to the accounts of the Maintenance Agency .
- iv) In the event of delay/default by the User in payment of the Maintenance Charges/ utilities bills by the due date mentioned in the bills, the Association/Maintenance Agency shall have the right to adjust the unpaid amount, in the first instance from the interest accrued on the IBMS and if such accrued interest falls short of the unpaid Maintenance Charges, the Association/Maintenance Agency shall have the right to adjust the same from the principal amount of IBMS.
- v) In case due to the aforesaid adjustment, the principal amount of IBMS falls below the required amount, then the User shall be liable to make good such short fall within fifteen (15) days failing which the User shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date. If the User defaults in making the shortfall within a further period of fifteen (15) days, the Maintenance Agency shall have the right to withhold/ discontinue the Maintenance Services/ utilities for the Said Apartment, at any time, without any further notice.

Notwithstanding anything contained herein, the Maintenance Agency shall have the first charge on the Said Apartment for the recovery of the aforesaid unpaid amounts (including interest thereon).

- vi) 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.
- (vii) All returned/dishonoured 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 dishonoured cheques.
- (viii) 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 7 of this Agreement.

- (ix) 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 and in the event there is a default by the apartment 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 apartment owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any apartment owner.

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 apartment 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 apartment owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any apartment owner.

4. USER'S OBLIGATIONS:

- (i) The User undertakes to comply with the provisions of this Agreement.
- (ii) The User further agrees that the User's right to use the Common Areas and Facilities, shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. In case of failure to do the same, the User shall lose the right to use any of the Common Areas and Facilities and to obtain the supply of utilities and other services, the Maintenance Agency shall have the right to recover the amounts due as per law.
- (iii) The User shall be responsible for insuring the contents within the Said Apartment 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 Building/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 Apartment 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 Apartment, or to the Said Building, 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 Building/Said Complex or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions,

sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building 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 Building or anywhere on the exterior of the Said Building 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 Apartment or place any heavy material in the Common Areas and Facilities including the common passages or staircase of the Said Building. The User shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. 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 Apartment, 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 Complex/Said Building as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, 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 supervision of these agencies' work and to ensure that their operation is in conformity with the agreement executed by them and to replace an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. The Maintenance Agency shall not be liable for any delay, loss or damage caused by agencies' failure or refusal to timely provide services.
- (ii) The Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the Said Apartment/Said Building/Said Complex including those or due to electrical devices installed in the Said Apartment. The hazards aforesaid originating from the Said Apartment/Said Building/Said Complex shall not impose any kind of legal or financial liability on the Maintenance Agency and the User(s)

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 Apartment 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 Apartment Buyer's 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 Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.

(ix) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other

necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

(x) Notwithstanding anything provision contained herein or in the Apartment Buyer's Agreement, the Company shall have the right to terminate this Agreement by giving a six (06) months notice, without giving any reason whatsoever.

(xi) The User, if does not want to continue with the terms and conditions of the Agreement will have to give notice for non-renewal of the Agreement three months prior to the expiry of the Initial period. If such similar notice is received from 75% of the apartment owners then the Agreement shall come to an end after the Initial Period, failing which the Agreement shall stand renewed for subsequent time period as decided by board.

(xii) If the User commits any breach of any of the terms and conditions of this Agreement, then the User 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 estimate of the damages that Maintenance Agency will suffer.

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 in _____ alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto. The Courts at Gurgaon alone and/or High Court at Chandigarh alone shall 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

WITNESSES

1. Signature _____
Name _____

For and on behalf of

M/s _____

(AUTHORISED SIGNATORY)

Address _____ For and on behalf of
M/s _____

2. Signature _____
Name _____ (AUTHORISED SIGNATORY)
Address _____

_____ Mr./Mrs./M/s _____

[User(s)]

ANNEXURE II(of ANNEXURE VII)
REGAL GARDENS DLF GARDEN CITY CONDOMINIUM
ASSOCIATION
APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

APARTMENT NO.

DATE

CONNECTION NO.

To,
 The President,
 Regal Gardens DLF Garden City Condominium Association
 Gurgaon

I/We hereby agree to take from the Regal Gardens DLF Garden City Condominium Association (hereinafter called "RGCA" at the premises stated below), supply of Electrical Energy not exceeding the connected load/contract demand of my/our installation as below. I/We hereby further agree to pay for the said supply in accordance with the rates and charges laid down in the Schedule of tariff, prescribed by RGCA from time to time. I/we will, when required by RGCA to do so, lodge with their office a security deposit and charges as mentioned in Schedule of tariff. I/we hereby declare that the Terms & Conditions of supply of Electrical Energy including Schedule of tariff as stated in this Application, have been signed and understood by me/us and I/we agree to be bound by them strictly in accordance with three Terms & Conditions, which form an integral part of this Application.

Schedule of Energy Electrical Load

Type of Load	Quantity	Wattage Each	Total Watts
Light Points			
Fan Points			
Light Plug Points			
Power Plug Points			
Air Conditioners			
Room Coolers			
Water Heaters			
Heating Equipments			
Motors			
Refrigeration			
Others			

Total Connected Load _____ KW
 Contracted Demand Load-Not to exceed _____ KW
 Supply required of 3 phase / single phase _____

 Signature of applicant
 (Name and Address)

 FOR USE OF REGAL GARDENS DLF GARDEN CITY CONDOMINIUM ASSOCIATION
 Contract of supply is _____KW subject to the Terms & Conditions and Schedule of Tariff accepted on
 behalf of REGAL GARDENS DLF GARDEN CITY CONDOMINIUM ASSOCIATION

AUTHORISED SIGNATORY

TERMS & CONDITIONS OF SUPPLY OF ELECTRICAL ENERGY

Regal Gardens DLF Garden City Condominium Association (hereinafter referred to as “RGCA”) after receiving permission for bulk supply of electrical energy from the Dakshin Haryana Bijli Vitran Nigam (hereinafter referred to “DHBVN”) or any other licensing and/or Regulatory Authority and also having standby captive generator sets along with the operational & maintenance responsibility of the electrical system agrees to supply/distribute the electrical energy to Mr./Mrs./Ms _____ (hereinafter referred to as “the user”) based on the following terms & conditions:-

1. Definitions :-

- a) The “Act” means the Indian Electricity Act, 1910 as amended from time to time.
- b) The “User” means the owner(s) or person(s) in occupation of the premises where energy is used or proposed to be used.
- c) RGCA means the Regal Gardens DLF Garden City Condominium Association, being the distributing agency from the bulk supply connection to the complex and its, assignees, administrators, successors etc.
- d) Connected load means the sum of the rated capacities of all the energy consuming apparatus in the User’s installation.
- e) Contract demand means the maximum demand load projected by the User at the time of Application.
- f) Electrical energy shall mean charges for energy consumed by the User whether supplied by RGCA from DHBVN source or through standby DG Set(s) etc. and is applicable to the units consumed by the User in any month.
- g) DHBVN shall mean Dakshin Haryana Bijli Vitran Nigam Limited.
- h) A month shall mean a Calendar month.
- i) “Dual Register Meter” shall mean that one meter will register two separate readings towards consumption for grid supply and other supply through DG generation. Two separate readings will be taken for consumption for both types of supply and occupants will be billed accordingly as per schedule of tariff annexure-I.
- j) Supply Act shall mean the Electricity (Supply) Act, 1948 as amended from time to time.
- k) The Said Premises shall mean Apartment No. _____ on _____ floor in Building No. _____ in Regal Gardens DLF Garden City.
- l) The Rules shall mean the Indian Electricity Rules, 1956 as amended from time to time.

2. Acceptance of Application:-

- a) After the application is accepted by RGCA, the User shall pay a Security Deposit as may be demanded by RGCA, which shall correspond to the deposit paid/payable to DHBVN by RGCA. The User also undertakes to make deposit towards hire of the electricity meter to be provided by RGCA.
- b) As RGCA has on behalf of the occupants of the said complex, including the User, applied for permission to distribute the electrical energy to the Said Premises/Said Complex/Said Plot, the User in pursuance to the requirements of DHBVN and that of this Application, undertake not to apply to DHBVN directly for supply of any electrical energy at the Said Premises.

3. Point of Supply:-

RGCA shall give the supply of energy to the User at one point as RGCA may decide and the switchboard and meters etc. on the User's premises for the reception of RGCA's supply shall be erected by RGCA. The User undertakes to pay on demand to RGCA installation charges, testing charges, meter hire charges as set out in the schedule of tariff annexed to this agreement. All the installation of RGCA shall be maintained in good condition by the User.

4. Approval of User's installation:-

Before any wiring, apparatus to be connected to RGCA supply lines, it shall be subjected to the inspection and approval by RGCA's representative and no connection shall be made from RGCA's supply line by any person other than authorised representative of RGCA.

5. Wiring Condition:-

- a) The wiring and apparatus comprising the User's installation must always be in good order and conditions, so as not to affect injuriously RGCA work or the use of electrical energy by other users.
- b) The wiring shall conform to the provisions of Indian Electricity Rules, 1956 and the relevant ISI code the requirement of the particular Fire insurance Company with which the said Complex or Said Premises may be insured. And with such wiring regulation of RGCA as may be in force from time to time.
- c) The User must in all cases provided linked quick break main switches and a main fuse on each pole other than the earthed neutral which must be placed within three feet of RGCA's meter or in such other position as shall be approved by RGCA.
- d) No addition/alteration in the Electric Installation Work, no addition of load other than contracted upon shall be carried out by the User without the knowledge of RGCA. The User cannot connect or sub-let the load, or permit connection from its sanctioned supply to any other Premises.

6. Extension of the User's Installation:

In the event of any unauthorized extension to the installation or any unauthorized increase in contracted demand or sub-letting by the User, RGCA shall be entitled to disconnect the supply to the User's premises and in the even of any damage or RGCA's system resulting from such unauthorized extension, the User shall pay to RGCA all expenses on account of and connected with such damage as determined by RGCA.

7. Defects in the User's Installation:-

In the event of any defects being discovered in the user's wiring or apparatus connected to RGCA's supply lines or of any earth or leakage occurring on any section of the circuits so connected, the user in the absence of any of RGCA's authorised employees, shall immediately disconnect such part of the wiring or apparatus from the circuit & notify RGCA. RGCA shall reserve the right to disconnect at any time such sections from its supply systems.

8. Meters:

- a) A correct dual meter shall be installed, sealed, maintained by RGCA at each point of supply at the premises of the user and shall remain the property of RGCA so long as the Contracts of supply exists. RGCA reserves to itself the right to fix the position of the said meter.
- b) The said dual meter, shall not be connected, disconnected or unsealed by any person other than RGCA's authorised employees. The User shall ensure that meter seal is not broken or tampered with.
- c) The authorised employee of RGCA shall be allowed by the user to have access to read, inspect, test and if considered necessary remove the meter for testing etc.

- d) If the user requires the said dual meter to be removed, he/she shall give notice to that effect in writing to RGCA, which may comply with such notice subject to the user paying prescribed charges in advance.
- e) Should the User dispute the accuracy of the said dual meter. It may upon giving notice in writing to RGCA and paying in advance a prescribed fee cause a test of the meter to be made by RGCA and if on such test being made the meter should prove to be not correct, RGCA may adjust the user's account with retrospective effect for a period not exceeding three months immediately preceding the date of such test or the date of removal of such a meter for purpose or test as may be considered appropriate by RGCA in its sole discretion. If the meter proves to be correct, the amount paid by the user for the test will stand forfeited.
- f) Should RGCA at any time, detect the meter at the Said Premises to be incorrect. RGCA shall cause a test of the said meter carried out, and should the meter prove to be not correct, the user's account will be adjusted, as described above in sub-clause(e).
- g) If RGCA at any time detect the dual meter at a user's premises to be in operative (or the so informs RGCA) it shall be replaced with a correct meter. The electricity supplied to the user during the period in which the said meter had ceased to function shall be determined by taking average consumption of the corresponding months of the preceding Year, whichever is higher.

Provided that if the meter ceased to function within the first three months of commencement or resumption of supply, the averages of the electricity supplied during the three months subsequent to the replacement of the defective meter by a correct meter shall be taken as the basis of billing.

9. Liability of the User for damage to RGCA's Apparatus :

The User be solely responsible as determined by RGCA for any loss or damage to any supply lines, main fuses meters and/or other apparatus belonging to RGCA on the said Premises, whether caused maliciously or through culpable negligence or default on the part of User.

10. Prejudicial Use of Supply :

- a) The User shall not keep connected to RGCA for supply any apparatus which may likely to interfere with or affecting injuriously RGCA's supply to other user.
- b) The User shall not keep unbalanced loading on the three phases of the supply taken from RGCA the maximum permissible difference in current between any two phases being five percent.
- c) The User shall not make such use of the supply given by RGCA as to interfere with the safety or efficient working of RGCA's supply lines or other works, or to act prejudicially to RGCA in any manner whatsoever.
- d) **The User shall use Compact Fluorescent Lamp (CFL) for internal lightings in the apartment, so as to conserve energy.**

11. Discontinuance of Supply :

- a) RGCA reserves the right to discontinue supply to a user by giving (7) days notice in written if the User defaults in making payment of the bill on due date or there are reasons to believe that the User is contravening any of the provisions of the Act of these condition of supply or is committing a breach of this agreement.
- b) Theft of Energy: In case any representative of RGCA detects any theft/pilferage of electrical energy on the said Premises its connection is liable to be disconnected immediately without any notice.

- c) RGCA is providing the User various maintenance services, inter alia street lights, water supply, generator sets etc. which require and depend on electricity for its operation and maintenance. Moreover, the electric connection provided in the said Premises is possible and maintained when the electrical installation/system are maintained well by RGCA. For maintenance services RGCA raises separate charges every month in addition to electricity consumption charges in the said Premises and both form a part of total maintenance services bill. Failure to pay amount of such maintenance services bill within seven days of the notice after the due date as notified in the bill will entitle RGCA to disconnect the electricity supply to the Said Premises under the Agreement.

12. Failure of Supply:

RGCA shall not be liable for any claims for loss, damage or compensation, whatsoever, arising out of failure or shortage of in supply is due either directly or indirectly to war, mutiny, civil commotion, riot, strike, lock-out, fire, flood, tempest, lightening earthquake or other force majeure conditions or occurrence beyond the control of RGCA or inadequate or low quality of supply from DHBVN to RGCA.

13. Security Deposit:-

Before commencement of supply of electrical energy to the Said Premises, the User shall be liable to pay to RGCA Interest-free Security Deposits, Meter Hire Charges and other charges as set out in the schedule of tariff attached as Annexure-I to this Agreement.

The User agrees to Pay/reimburse to RGCA further deposits as may be demanded by DHBVN from RGCA under the Bulk Supply Scheme applicable to the Said Plot/Said Complex.

The User agrees that he/she shall pay on demand such Security Deposits as may be demanded by RGCA if the User habitually defaults in the payment of his/her bills.

14. Bills:-

RGCA shall render bill to the User monthly, which shall be payable on or before the due date as mentioned in the bill.

If the bill is not paid in full on due date and seven days thereafter the User shall therefore render himself /herself to have the said Premises disconnected by RGCA without prejudice to RGCA right to recover the amount of the bill as arrears. After payment, the objection, if any, with to the accuracy of the bill shall be made in writing to RGCA and the amount of such bill paid under protest within the aforesaid period will be regarded as advance to the credit of the user's account until such time the objection is settled through arbitration process. Should the said Premises be so disconnected, the connection shall not be restored by RGCA, until full settlement shall have been made by the User of all outstanding dues including interest for delay, Security Deposit (if same was earlier adjusted) & the charges for reconnection of supply as may be prescribed.

The monthly electricity bill will comprise the following:

- i) Energy Charges for Grid supply (as per the DHBVN tariff)
- ii) Power-Back-up Charges shall be computed by taking into account the entire cost incurred by RGCA on the cost of operating (including fuel etc). The per unit cost will be calculated considering the all in cost during the month and the units generated and will be on actual basis. The unit rate arrived will be considered for billing the power back up charges. The same will be annexed as energy charges schedule of tariff Sl. No. 1 item 1b.

15. Right of RGCA to nominate / assign / entrust the Work of Supply of Electrical Energy:-

The User agrees that he/she shall not object if RGCA at any time, in its sole discretion hands over/nominates/entrusts the work of supply of electrical energy to such nominee/assignee/trustee, other

body corporate, agency, Association/Society of occupants etc. as it may in its sole discretion deem fit and in that event this Agreement shall continue to be valid and enforceable between the nominee/assignee, other body corporate, agency, society of occupants etc and the User.

16. Interpretation :-

The condition of supply shall be subject of this Agreement, Tripartite Maintenance Agreement, the Act and the Supply Act. However, nothing in these Terms and Conditions shall abridge or prejudice the right of the parties as may be available under any law in force in India.

17. Schedule of Tariff & Charges and Right of RGCA to Revise the Schedule of Tariff & Charges:

The Schedule of Tariff & Charges for supply of electrical energy is attached as Annexure-I. RGCA reserves the right at any time to amend, cancel or add to any of these Schedule & Conditions based on revision of tariff and condition of supply between DHBVN & RGCA.

18. Access to said the Premises:

The authorised employee of RGCA shall be entitled to enter the said Premises of the User at all reasonable time for the purpose of inspection of User's installation and inspecting and testing any apparatus belonging to RGCA lying on the said Premises for doing all necessary or incidental work for giving or maintaining supply to the User.

19. Assignment or Transfer of Agreement:-

The User shall not assign, transfer in whole or part the benefit of this agreement nor shall the User in any manner part with or creates any partial interest thereunder or sublet the same.

20. Service Notice:-

- a) Any notice by RGCA to the User shall be deemed to be duly given, served in writing addressed to the User delivered by hand at, or sent by registered post to the address specified in this agreement or as subsequently notified to RGCA.
- b) Any notice by the User to RGCA shall be deemed to be duly given if served in writing addressed to RGCA and delivered by hand or sent by registered office of RGCA.

21. Disputes:-

Excepting the cases of theft/pilferage of electric energy or interference with Meter etc. which are inter alia offences in the event of any differences or disputes arising between RGCA and the User in respect of any matter connected with the supply or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an Agreement between RGCA and the User and in the event of any differences or dispute which is not resolved between RGCA and the User, the matter shall be referred to arbitration of Sole Arbitrator appointed by RGCA. Reference to arbitration shall be without prejudice to the right of RGCA to effect recovery of the arrears of dues (through disconnection of supply or otherwise). The decision of Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at the office of RGCA in Gurgaon alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 and statutory modifications thereto. The Courts at Gurgaon alone/or High Court at Chandigarh alone shall have the jurisdiction for all matters dispute arising out or touching / or covering this transaction.

For & On Behalf of

For & On Behalf of

Regal Gardens DLF Garden City Condominium Association

Mr./Mrs./Ms.

(AUTHORISED SIGNATORY)

(USER)

ANNEXURE – III(of annexure VII)

REGAL GARDENS DLF GARDEN CITY CONDOMINIUM
ASSOCIATION

SCHEDULE OF TARIFF (As applicable presently)

1. ENERGY CHARGES (Monthly):

(a) For billing purpose of Grid supply
(On prevalent DHBVN tariff to bulk supply NDS users)

i) Current rate/unit : Rs./- per unit

ii) Fixed Charges : Rs./- per KW

(b) Power Back-up charges (Rs per unit) : Actual basis

2. INTEREST FREE SECURITY DEPOSITS:

a) Service Connection Deposit (Non Refundable) : Rs./-
(@Rs. /-per KW)

b) Advance Consumption Deposit (Refundable/Adjustable) : Rs./-
(@Rs. /- per KW)

c) Meter Security Deposit : Rs./-
(Dual Register Energy Meter, 3 phase, 60 Amp.)

3. MISCELLANEOUS CHARGES:

a) Meter Installation Charges : Rs...../- per meter

b) Meter Inspection/Testing Charges : Rs./- per meter

c) Re-connection/Disconnection Charge : Rs./- per meter

NOTE:

- This Schedule of Tariff shall correspond to the Schedule of Tariff of DHBVN prevailing on the date of execution of this application. Any amendment, addition, alteration or modification in the Schedule of Tariff of DHBVN 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 Contract Demand load or any other reasons what so ever maybe.
- Enhancement of ACD, other charges imposed by DHBVN, if any will be recovered from the user.

ANNEXURE-VIII

APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION

(To be filled up by the Allottee)

From :

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

To,

The Secretary

Gurgaon, Haryana

Sir,

I have entered into an Agreement with M/s DLF New Gurgaon Homes Developers Pvt Ltd to purchase an Apartment No. _____ on _____ floor in Tower/Building No. _____ in Regal Gardens DLF Garden City, Sector-90, Gurgaon, Haryana.

Kindly enroll me as a member of Regal Gardens DLF Garden City _____ Apartment Owners 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 may be supplied to me.

Kindly keep me informed of the activities of the Said Association from time to time.

Thanking you,

Yours faithfully

(_____)X
Member

ANNEXURE-IX

UNDERTAKING

I _____ s/O d/O w/O Sh _____
R/o _____

have been allotted apartment no. _____ on _____ floor in Building No. _____ in Regal Gardens DLF Garden City, Sector 90, Gurgaon (Haryana). 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 Dakshin Haryana Bijli Vitran Nigam Ltd (DHBVN) 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 Complex.

X _____
(Allottee)

ANNEXURE X

Computation of Escalation Charges is illustrated by way of an example hereunder:

Total Price say, RS.100

Construction Cost (50% of the Total Price): RS.50

Table A : Opening and Closing RBI Indexes

S.N	Items	Weightages in Construction Cost	Assumed Opening RBI Indexes (Mar,2012)	Assumed Closing RBI Indexes (after expiry of 42 month period i.e. Sep,2015)
1	Steel	15%	100	112
2	Cement	10%	100	92
3	Other Building Const. Material	40%	100	114
4	Fuel & Power	5%	100	110
5	Labour	30%	100	105

Table B : Computation of Escalation Charges

Formula : Construction Cost X Weight of the Item X {(Closing Index-Opening Index)/ Opening Index}

S. No.	Items	CALCULATIONS Illustration for the entire 42 month period	ESCALATION PERCENTAGE FOR THE 42 MONTH PERIOD
1	Escalation in Steel	$50 \times 15\% \times (112-100)/100$	0.900
2	Escalation in Cement	$50 \times 10\% \times (92-100)/100$	-0.400
3	Escalation in Other Building Const. Material	$50 \times 40\% \times (114-100)/100$	2.800
4	Escalation in Fuel & Power	$50 \times 5\% \times (110-100)/100$	0.250
5	Escalation in Labour	$50 \times 30\% \times (105-100)/100$	0.750
Total Escalation percentage for 42 month period			4.300

-Escalation Charges, as per this illustration, shall be 4.300% of the Total Price i.e. Rs. 4.30