



The Crest

BUYERS' AGREEMENT

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The Crest
DLF City, Phase-V, Sector-54, 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 www.dlf.in and/or www.thecrest-dlf.com 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/its 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 term and conditions 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 Said Apartment. 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 the 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 (hereinafter defined) alongwith Non Refundable Amounts (hereinafter defined) . 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). If the company decides to accept the Agreement signed by the Allottee, then a signed copy of the Agreement will be returned to the Allottee for his/her own record and the other copy will be retained by the Company.

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 apartment plan in Annexure-VI as applied by the Allottee(s)
- 5) Witnesses signatures to be done only on page _____.

THE CREST
DLF City, Phase-V, Sector-54, Gurgaon (Haryana)

APARTMENT BUYER'S AGREEMENT

AGREEMENT made at New Delhi on this _____ day of _____, 2013

BETWEEN

DLF Limited, a Company registered under the Companies Act, 1956 having its Registered Office at 3rd Floor, Shopping Mall, Arjun Marg, DLF City Phase-I, Gurgaon (Haryana) and Head Office at DLF Centre, Sansad Marg, New Delhi 110 001 having Corporate Identification No. L70101HR1963PLC002484 (hereinafter referred to as '**Company**' which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorised signatories and assigns) through its duly Authorized Signatory Shri _____ S/o Shri _____ R/o _____ vide Board Resolution dated

AND

M/s DLF Utilities Pvt. Ltd (erstwhile known as M/s Neelgiri Cultivation Pvt. Ltd.) a company registered under the Companies Act, 1956 having registered office at Shopping Mall, 3rd Floor, Arjun Marg, DLF City, Phase-I, Gurgaon-122002 (Haryana) having corporate identification No.U01300HR1989PLC030646 through its duly Authorized Signatory, Mr./Ms. _____ R/o. _____ vide Board Resolution dated (hereinafter referred to as '**Land Owning Company (LOC)**' which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorised signatories and assigns).

AND

M/s. DLF City Developers Pvt. Ltd. a company registered under the Companies Act, 1956 having registered office at 4th Floor, DLF Gateway Tower, DLF City, Phase-III, Gurgaon (Haryana) having corporate identification No.U45400HR2007PTC036799 through its duly Authorized Signatory, Mr./Ms. _____ R/o. _____, vide Board Resolution dated (hereinafter referred to as the "**Confirming Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized signatories, and assigns).

AND

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 Allottee**' which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, legal representatives and successors).

Or

** M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932, having its office at (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, administrators, executors and successors) of the Other Part (copy of the resolution signed by all Partners required) acting through its partner authorised by resolution dated _____ Shri / Smt. _____.

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 and assigns) of the Other Part (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) acting through its duly authorised signatory Shri/Smt. _____ authorised by Board resolution dated _____.

(Delete which ever is not applicable)

RECITALS

- A. WHEREAS the Land Owning Company (LOC) is the absolute owner and is possessed of a site presently admeasuring 8.822 acres or thereabouts in Zone 11 and 12 DLF City, Phase-V, Gurgaon (hereinafter referred to as "the Said Portion of Land").
- B. AND WHEREAS the LOC and/or the Company or any of its subsidiary/ affiliates/ associates/ collaborators etc. have acquired some lands and will be acquiring more lands in and around the neighborhood of DLF City, Phase-V, Gurgaon (hereinafter referred as Phase -V) and such lands as and when licensed and approved by the competent authority(ies), shall be deemed to be a part of the approved layout plan of Phase-V and accordingly the area of Phase-V (presently admeasuring 542.67 acres or thereabouts) shall stand enhanced, and the same shall be deemed to form a part of Phase-V as described in this Agreement.
- C. AND WHEREAS the LOC/ Company/ Confirming Party has specifically made it clear that the layout plan of Phase-V as is presently annexed hereto as **Annexure-I** is tentative and any change as mentioned above is subject to further approval of Director General, Town & Country Planning, Haryana, Chandigarh and any changes/ directions/ conditions

imposed by the Director, Town & Country Planning, Haryana, Chandigarh, at any stage, while approving the proposed tentative layout plans, shall be binding on both the Allottee and the Company. The Allottee hereby agrees and confirms that it shall not be necessary on the part of the Company to seek consent of the Allottee for the purpose of making any changes in order to comply with such directions/ conditions/ changes and that the layout plan of Phase-V as may be amended and approved from time to time shall automatically supersede the tentative layout plan and / or any of the previously approved layout plan(s) as the case may be.

- D. AND WHEREAS the Company has further clarified to the Allottee that the proposed tentative layout plan as given in **Annexure-I** of this Agreement comprises both group housing, commercial and plotted areas but however the plotted area of Phase-V presently admeasuring 66.25 acres or thereabouts are in no way directly or indirectly or in any manner, whatsoever, connected to this Agreement so much so that this Agreement is confined and limited in its scope only to the sale of residential apartments in a specific group housing complex to be named as "The Crest" (hereinafter referred to in this Agreement as "the said Complex") consisting of 6 multistoried residential apartment buildings to be constructed on Said Portion of Land.
- E. AND WHEREAS the LOC/ Company/ Confirming Party has further clarified to the Allottee that the proposed tentative layout plan of Phase-V depicts several zones (excluding plotted areas presently admeasuring 66.25 acres or thereabouts) with each zone as may be earmarked for residential, commercial or other uses, provided however, the total number of zones and their earmarked uses may be changed as per the directions of the competent authority (ies) or the Company.
- F. AND WHEREAS the LOC/ Company/ Confirming Party further clarified to the Allottee that the proposed tentative layout plan as given in **Annexure-I** of this Agreement may have plotted areas, commercial areas and residential project areas as may be earmarked in different zones, but however, this Agreement is confined and limited in its scope only to the sale of residential apartments in a specific group housing complex to be named as The Crest (hereinafter referred to in this Agreement as "the said Complex") consisting of 6 (six) multi-storeyed residential apartment buildings to be constructed on a portion of land presently admeasuring 8.822 acres or thereabout earmarked and delineated in Zone-11 & 12, DLF City, Phase-V, Gurgaon falling in the revenue estate of Village Wazirabad, Tehsil and District Gurgaon, Haryana (hereinafter referred to in this Agreement as "the Said Portion of Land") in accordance with the building plan(s) approved by the Director General, Town & Country Planning Haryana, Chandigarh. The proposed tentative layout plan is given in **Annexure-1A** of this Agreement. The area of the said Portion of Land 8.822 acres or thereabout may stand modified in future to the extent as may be required pursuant/ consequent to any directions/ approvals by the Director General, Town & Country Planning Haryana, Chandigarh.
- G. AND WHEREAS the LOC/ Company/ Confirming Party has explained to the Allottee that the purpose of description of entire Phase-V given in **Annexure-I** is merely to acquaint the Allottee with the overall picture of the development that may take place in Phase-V, ownership rights of the LOC and its arrangement with the Company and that such tentative description of the overall development plan of Phase-V is not intended to convey to the Allottee any impression of any right, title or interest in any of the zones to be developed in Phase-V or in any land(s) falling outside the Said Portion of Land

specifically earmarked for the construction of the said Complex which is the subject matter of this Agreement.

- H. AND WHEREAS pursuant to the permissions from the DGTCP vide ZP-17/JD(BS)/2013/29196 dated 22nd January, 2013 and based on the understandings and arrangements between the LOC, Company and the Confirming Party, the Company has inter-alia full authority and power to develop the Said Complex, market the Said Complex and collect monies etc.
- I. AND WHEREAS it is clarified that the Company/ Confirming Party/LOC have not in way represented in any manner or intended in any manner to convey right or interest in any of the lands falling outside the boundary of the Said Building/ Said Complex / Said Portion of Land and no impression of any kind has been given with regard to the constructions that may take place on the land outside boundary of the Said Complex.

ALLOTTEE(S) REPRESENTATION

- A. WHEREAS the Allottee(s) vide Application dated _____ applied for allotment of an apartment in the said Complex alongwith the right of exclusive use of Parking Space(s) (herein after defined) in the Said Complex.
- B. AND WHEREAS the Allottee has demanded from the LOC/ Company/ Confirming Party and the LOC/ Company/ Confirming Party has allowed the Allottee, an inspection of the Said Portion of Land, building plans, location plan, ownership record of Said Portion of Land and all other documents relating to the title, competency and all other relevant details and the Allottee has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the LOC/ Company/ Confirming Party in the Said Portion of Land on which the Said Complex/Said Building is being constructed and has understood all the limitations and obligations of the LOC/ Company/ Confirming Party in respect thereof. The Allottee has agreed that there shall be no further investigations or objections by him/her in this regard and further that he/she is fully satisfied of the competency of the LOC/ Company/ Confirming Party and the LOC to enter into this Agreement.
- C. AND WHEREAS the Allottee acknowledges that the Company and the Confirming Party has readily provided all the information and clarifications as required by him / her but that he / she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company/ Confirming Party, its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex, the Said Building or the Said Apartment or the size or dimensions of the Said Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities/ amenities to be made available to the Allottee or any other data except as specifically represented in this Agreement and Application and that the Allottee has relied solely on his/her own judgment and investigation in deciding to enter into this Agreement and to purchase the Said Apartment. No oral or written representations or statements shall be considered to be a part of this Agreement and that this Agreement is self contained and complete in itself in all respects. The Allottee(s) has visited and seen the sample apartment at the site and the Allottee(s) agrees and understands that the specifications and the furnishings and fixtures in the sample

apartment are tentative and indicative only. The specifications of the Said Apartment shall be as per the specifications mentioned in **Annexure-V** and furnishing and fixtures in the sample apartment are not part of the Said Apartment.

- D. 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/Said Complex. The Allottee(s) has assured the Company/ Confirming Party 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 due investigations of all other property options of similar properties available with other builders, developers and available in resale in the vast and competitive market of Delhi and 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/ Confirming Party for allotment of the Said Apartment in the Said Complex.
- E. AND WHEREAS the Allottee has confirmed to the Company/ Confirming Party that the Allottee is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Said Portion of Land and DLF City, Phase-V, Gurgaon (Haryana) in general and the Said Complex / Said Building in particular and the terms and conditions contained in this Agreement and that the Allottee has clearly understood his / her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- F. AND WHEREAS the Company/ Confirming Party and the LOC, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms and conditions and stipulations contained in this Agreement has accepted in good faith his / her 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, calculated on per sq. ft./per sq. mtr. basis of the Super Area of the Said Apartment.

“Agreement” shall mean this Apartment Buyer’s Agreement including all its 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 and Company/ Confirming Party.

“Allottee(s)” means the person(s) who is entering into this Agreement with the Company for the Said Apartment allotted to the Allottee(s) and who has signed the terms and conditions of the Application Form and/or executed the Agreement.

“Apartment Area” shall have the meaning ascribed to it in **Annexure-II**.

“Application” shall mean the application for allotment dated..... made by the Allottee to the Company for allotment of Said Apartment.

“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) and mentioned in Part A, Part B and Part C of **Annexure-IV** of the Agreement.

“Company” means M/s. DLF Limited, a Company registered under the Companies Act, 1956 having its Registered Office at 3rd Floor, Shopping Mall, Arjun Marg, DLF City Phase-I, Gurgaon (Haryana) and Head office at DLF Centre, Sansad Marg, New Delhi 110 001.

“Confirming Party” means M/s. DLF City Developers Pvt. Ltd. a Company registered under the Companies Act, 1956 having its Registered Office at 4th Floor, DLF Gateway Tower, DLF City, Phase-III, Gurgaon (Haryana) and Head office at DLF Centre, Sansad Marg, New Delhi 110 001.

“Conveyance Deed” means the deed of conveyance which shall convey the title of the Said Apartment in favour of the Allottee in accordance with this Agreement.

“Declaration” shall mean the declaration (including any amended declaration) filed/to be filed under the Apartment Act, with the competent authority, with regard to the Said Apartment/ Said Building / Said Complex.

“External Development Charges (EDC)” means the charges levied or leviable on the Said Complex/ Said Portion of Land (whatever name called or in whatever form) by the Government of Haryana or any other Competent authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase prospective or retrospective is such charges.

“Earnest Money” means 10% of the Total Price including the booking amount paid by the Allottee along with the Application.

“Footprint” shall mean the precise land underneath the Said Building.

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

- (a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters;

- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Apartment/ Said Building / Said Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

“Governmental Authority” or **“Governmental Authorities”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said 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** to this Agreement) to the Company or to the Maintenance Agency @ Rs. 2691/- per sq. mtr (Rs.250/- 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 to be adjusted in the manner to be stated in the Agreement.

“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 prospective or retrospective (in any such charges);

“Maintenance Agency” means any Person(s), nominee(s) of the Company, an incorporated company or association of apartment owners or such other agency/ body/ Company/ association of the condominium to whom the Company may hand over the maintenance of the Said Complex, who shall carry out the maintenance and upkeep of the Said Complex and who shall be responsible for providing the maintenance services within the Said Complex/ Said Building,

“Maintenance Agreement” 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 includes (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, water, which shall be charges based an 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.

“Maintenance Charges” shall have the same meaning ascribed to it in the draft maintenance agreement for maintaining the Common Areas and facilities in the Said Building / Said Complex. The draft Maintenance Agreement is given as **Annexure-VII**.

“Non Refundable Amounts” means 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) for parking cars, as described in the parking plan as given in **Annexure-VI** of this Agreement.

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

“Preferential Location Charges (PLC)” means the charges for preferential location attributes (as defined in Clause 1.1 of this Agreement) of the Said Apartment, payable as applicable, to be calculated on per sq. ft./per sq. mtr. based on the Super Area of the Said Apartment, as mentioned in clause no.1.9 of this Agreement

“Said Apartment” mean apartment allotted to the Allottee (along with an exclusive right to use the Parking Space(s)), details of which have been set out in clause no.1.1 of this Agreement, the typical apartment plan, floor plan and layout plan are given in **Annexure-VI** and the specification of the same are given in **Annexure-V** and includes any alternative apartment allotted in lieu of the Said Apartment.

“Said Building” means the towers/ buildings to be constructed in the Said Complex, in which the Said Apartment may be located.

“Said Complex” means the ‘**The Crest, DLF City, Phase V, Sector-54, Gurgaon (Haryana)**’, comprising of residential apartment buildings, community building with swimming pool, tennis court, etc. and any other building, as may be approved by the competent authority. The tentative site plan of the Said Complex is attached as **Annexure-IA**.

“Said Land” means the land admeasuring approximately 542.67 acres or thereabouts in Phase-V, DLF City, Gurgaon, Haryana.

“Said Portion of Land” means the land admeasuring approx. 8.822 acres or thereabout situated in Zone 11 and 12 of DLF City, Phase V, Gurgaon, falling in the Revenue Estate of Village Wazirabad, Tehsil and District Gurgaon, Haryana, within which the Said Complex is being developed by the Company.

“Super Area” shall have the meaning as ascribed in **Annexure-II**.

“Taxes and Cesses” shall mean any and all taxes payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, educational cess, worker’s welfare cess or any other taxes, charges, levies by whatever name called, in

connection with the construction of the Said Apartment/Said Building, now or in future or any increase thereof.

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

- i) EDC/IDC, enhancement if any in EDC /IDC, 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, water meter as well as charges for water and electricity connection and consumption and the charges for connection and consumption of PNG and installation of meter.
- vii) Community Center usage charges.
- viii) Escalation charges.
- ix) Any other charges that may be payable by the Allottee(s) as per the other terms of the Application/Agreement and such other charges as may be demanded by the Company.

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

Interpretation

Unless the context otherwise requires in this Agreement:

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

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

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 and the Allottee hereby agrees to purchase, the Said Apartment in the Said Complex, as detailed below:

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

Apartment Area: _____ sq. mtr. (_____ sq. ft. approx.)

Super Area _____ sq. mtr. (_____ sq. ft. approx.)

Rate @ Rs. _____ per sq. mtr. (Rs. _____ sq. ft. approx.) of the Super Area

Basic Sale Price (super area): @ Rs. _____/- per sq. mtr. (Rs _____/- per sq. ft.) aggregating to Rs. _____/- (Rupees _____ only).

PLC, as applicable:

PLC attributes:

- 1. Corner Apartment.
- 2. Apartment facing East / South East.
- 3. Apartment facing internal landscape / green.
- 4. Apartment facing pool/ Water bodies/ Community Centre/ Club (this attribute shall be distinct from item no.3 attribute and wherever it is applicable it shall be addition to attribute mentioned in item no.3).

PLC applicable:

One Attribute	-	10.0% of Basic Sale Price
Two Attributes	-	17.5% of Basic Sale Price
Three Attributes	-	22.5% of Basic Sale Price
Four or more Attributes	-	25.0% of Basic Sale Price

Total PLC: _____% of Basic Sale Price.

Rs. _____/- (Rupees _____ only)

Parking Space No.....,, and

Charges for exclusive right to use the Parking Space(s) Rs.....(Rupees _____ only).

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

NOTE: The Company has taken the conversion rate of 10.764 Sq. Ft. per Sq. Mtr. for

the purpose of this Agreement.

- 1.2 The Allottee has applied under the construction linked payment plan and requested the Company to allot an apartment in The Crest under the construction linked payment plan offered by the Company. The Allottee also understands that the Company has entered into an arrangement with certain Bank(s)/NBFCs for a subvention scheme and shall offer the same to the Allottee. The Company has also provided the benefit of subvention scheme to be availed by the Allottees subject to meeting the eligibility criteria. It is clarified that in the event the subvention scheme is not availed by the Allottee or the bank has not granted the approval to the Allottee for the subvention scheme, the Allottee shall be bound by the terms of this Application and shall adhere to the obligations of the construction linked payment plan offered by the Company.

On the Bank/ NBFC approving his/her eligibility under the Subvention Scheme, the Allottee shall enter into a tripartite agreement with the Company and the Bank/ NBFC. The Allottee shall further execute loan documents with Bank/ NBFC and also abide by other terms and conditions of the Subvention Scheme, as may be required from time to time.

This clause will be applicable to only those Allottees, who have opted for availing of the scheme, made the requisite application to the Bank / NBFC and the Bank / NBFC has approved the loan. In case the Allottee avails the benefit of subvention scheme, the Allottee agrees to be bound by the terms and conditions of subvention scheme and the covenants set out in the present clause.

Under the scheme, the Company shall undertake to pay the pre-EMI interest on the loan availed by the Allottee upto 36 months from the date of booking or till the time the Company makes the application for grant of Occupation Certificate to the concerned authority whichever is earlier. Post this, it shall be the responsibility of the Allottee to discharge his obligation under the loan agreement entered into between the Allottee and the Bank/NBFC. The Company's obligation under this scheme is limited to paying the pre-EMI interest as mentioned and the Company has no other obligation under this scheme.

The Allottee also understands and agrees that in case he/she comes under the subvention scheme after due approval from the Bank / NBFC , the timely payment rebate applicable to the construction linked payment plan shall not be applicable to the allottee under Subvention Scheme as the timely payment rebate is applicable only under the construction linked payment plan being offered by the Company. The Allottee agrees and confirms that he/she shall opt for the subvention scheme with the clear understanding that the timely payment rebate is not available in the subvention scheme.

The Allottee agrees that the proposal of subvention under the subvention scheme shall be in accordance with the Rules and Regulations of the designated Bank and as per applicable law. The Company shall not be responsible for the refusal by the designated Bank(s) to grant the benefits of the subvention scheme to any Allottee and the Allottee agrees not to raise any issue with the Company in this regard. The Allottee agrees and understands that the Allottee's obligation to purchase the Said Apartment shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound to continue in the construction linked payment plan irrespective of whether he/she has been granted the approval under the subvention

scheme. The Allottee also understands that after making the application under the construction linked payment plan, if the Allottee decides to opt for subvention scheme or has not been able to obtain the approval of the bank to participate in the said subvention scheme, the Allottee shall continue to be bound by the terms and conditions of the Application/ agreement under the construction linked payment plan and to adhere to all the terms and conditions thereof.

The Company may modify, alter or discontinue this subvention scheme at any time at its sole discretion.

- 1.3 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 May 2013. If, however, during the progress of construction upto the month of application of occupation certificate by the Company or the expiry of 60 (sixty) Months from the abovementioned date, which ever is earlier, there is an increase/ decrease in the price of the materials used in the construction work and /or labour charges (hereinafter collectively 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.

It is mutually agreed and binding between the Allottee(s) and the Company that _40% of the basic sale 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 60 months, i.e. in April 2018 or the date of application of occupation certificate, whichever is earlier. The RBI indexes for the month of May, 2013 and for the month April 2018 or the month of application of occupation certificate, whichever is earlier 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.

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 39.

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

- 1.4 The Allottee understands and agrees to pay increases, if any, due to increase in Super area as explained in clause no.1.13 increase in EDC, IDC, increase on account of additional fire safety measures undertaken as mentioned in clause no.1.14 increase in all types of security, deposits, charges and increase thereof for bulk supply of electrical energy as mentioned in clause no.23(b) 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.
- 1.5 The Allottee shall make the payment of the Total Price as per the payment plan set out in **Annexure-III** to this Agreement and other charges, securities, deposits etc. Taxes and Cesses and any increase thereof as provided in clause no.1.12 shall be payable by the Allottee as and when demanded by the Company.
- 1.6 The Allottee(s) agrees and understands that time is of essence with respect to the payment of the Total Price and other charges, deposits and amounts payable by the Allottee as per the Agreement. The Company shall give a timely payment rebate under the construction linked payment plan and down payment plan only if availed and not to the Subvention Scheme, subject to the Allottee(s) strictly fulfilling all its obligations including but not limited to making timely payments on or before the due dates of the installments as per the schedule of payments attached with the Agreement and all other payments under this Agreement. The allottee agrees and confirms that no timely payment rebate shall be applicable to the allottees who have availed the subvention scheme.

The Allottee(s) agrees and understands that any delay in making payments beyond the due date as setout in the schedule of payment shall not entitle the allottee to avail and claim timely payment rebate. For the purpose hereof it is further clarified that even in case the Allottee makes the payment alongwith delayed interest beyond the due date, the said payment alongwith delayed interest shall not be considered for the purpose of allowing the allottee to claim the timely payment rebate.

The provision for allowing the rebate and such rate of rebate shall be subject to revision/ withdrawal without any notice as per the discretion of the Company. The Allottee further

agrees and understands that adjustment of the timely payment rebate will be provided at the time of payment of last installment payable by the Allottee(s) and/or at the time of offer of possession and not earlier.

1.7 The Allottee agrees that the Total Price of the Said Apartment is calculated on the basis of its Super Area and that the Super Area of the Said Apartment as stated in the Agreement is tentative. The final Super Area of the Said Apartment shall be confirmed by the Company only after the construction of the Said Apartment is completed and the occupation certificate is granted by the competent authority(ies). Total Price payable for the Said Apartment shall be recalculated and upon confirmation by the Company, and any increase or decrease in the Super Area of the Said Apartment shall be payable by or refundable to the Allottee, as the case may be without any interest at the same per sq ft rate without any kind of rebates allowed/ Payment Plan opted for.

(i) Any increase in the Super Area during the construction but prior to the completion of the Said Building shall be documented accordingly and intimated by the Company within 15 days of such determination. Upon intimation by the Company, the differential amount @ Rs. _____/- per sq. mtr. (Rs. _____ per sq. ft. approx.) of the differential Super Area shall be payable by the Intending Allottee within 15 days of such documentation.

(ii) Any increase or decrease in the Super Area upon completion of the Said Building and receipt of the certificate for occupation and use from the Competent Authority shall be documented accordingly and intimated by the Company within 15 days of such determination. Upon such intimation by the Company, the differential amount @ Rs. _____/- per sq.mtr. (Rs. _____/- per sq. ft. approx.) for the differential Super Area shall be payable by the Intending Allottee/ refundable by the Company within 15 days of such intimation subject to and after the Intending Allottee has made all payments as provided in the schedule of payment attached as **Annexure-III**.

(iii) That the Super Area and Apartment Area shall be subject to change till the construction of the Said Building is complete and receipt of the certificate for occupation and use from the Competent Authority, (the computation of super area which is more clearly described by the Company in **Annexure-II** which forms part of this Said Agreement) is hereby accepted by the Allottee. The Intending Allottee confirm(s) that he/they has/have read, understood and agree(s) to this definition and that the Allottee has/have no objection to the same and the Allottee has/have assured the Company that after having agreed to the definition of Super Area given in **Annexure-II** as the basis for the purchase and payment of Sale Price of the Said Commercial Space, the Allottee shall not raise any dispute or make any claims etc. at a later date in this regard.

1.8 For avoidance of any doubt, it is clarified that Total Price of the Said Apartment is based on Super Area which is tentative and subject to change. The Super Area, Apartment Area and percentage (%) of the Apartment Area to the Super Area is tentative and liable to change and the Allottee shall have no right to raise any kind of objections, dispute, claim due to change in the Apartment Area, Super Area and/ or percentage (%) of Apartment Area to Super Area, as the Said Apartment is being sold only on the basis of the Super Area and the Allottee accordingly shall be liable

to pay as per the Super Area. The definition of Super Area, Apartment Area and the percentage of the Apartment Area to the Super Area as on the date of execution of this Agreement are described by the Company in **Annexure-II**, which forms part of this Agreement and the same is understood by the Allottee and the Allottee affirms that the Allottee 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 Super Area.

- 1.9 The Allottee agrees that a sum of Rs. _____/- (Rupees _____ only) is towards PLC, and is to be paid by the Allottee in the manner and within the time as stated in the schedule of payments given in **Annexure-III**.
- 1.10 The Allottee agrees that due to any change in the lay-out plan/ building plan of the Said Building/ Said Complex or due to any reason whatsoever:
- a) 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 per the schedule of payments opted by the Allottee(s).
 - b) 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 additionally payable along with the next installment, as stated in the schedule of payments opted by the Allottee(s)
 - c) 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 demanded by Company.

The Allottee 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 Building/Said Complex or otherwise, the Allottee shall have no other right or claim except as mentioned hereinabove.

- 1.11 The Allottees(s) agrees and understands that the Parking Space(s) mentioned in this Agreement are intended to be used on an exclusive basis by the Allottee(s)/ owner of the Said Apartment together with the Said Apartment and the same shall not have independent legal entity detached from the Said Apartment. It is further clarified and understood by the Allottee(s) that the right to use the said Parking Space(s) is an integral part of the Said Apartment and the same cannot be sold/ dealt with independently of the Said Apartment and the Parking Space(s) along with the Said Apartment form one single indivisible unit. The Allottee(s) undertakes not to sell /transfer/ deal with the parking space independent of Said Apartment. The Allottee(s) undertakes to park his/her vehicles in the Said Parking Space(s) and not any where else in the Said Complex. The liability to pay for the maintenance and upkeep charges as may be levied from time to time by the Maintenance Agency on such Parking Space(s) shall be the responsibility of the Allottee(s) and such rights are co-terminus with the discharge of all the obligations as mentioned in the

Agreement. All clauses of the Agreement pertaining to allotment, possession, cancelation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable.

The Allottee agrees and confirms that the Parking Space(s) allotted for his/her exclusive use shall not be leased out or transferred to any person who is not an Allottee/Apartment owner of the Said Complex. The Allottee agrees and confirms that only such parking space(s) which have not been allotted for the exclusive use of the Allottee of the Said Complex shall be earmarked as visitor parking and in such case may be included as 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.

Allottee(s) further agrees and confirms that it is only the residual parking space(s) which have not be allotted to all of the allottee(s) of the Said Complex may be dealt with by the Company in the manner as the Company may decide at its sole discretion and the Allottee(s) confirms and agrees to the same and further covenant not to raise any objection and the decision of the company in this regard shall be final and binding on the Allottee(s).

- 1.12 The Allottee agrees and understands that in addition to Total Price, the Allottee shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:
- a) A sum equivalent to the proportionate share of Taxes and Cesses shall be paid by the Allottee 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, shops Community Centre, school, convenient shopping to be constructed in the Said Complex.
 - b) The Company shall periodically intimate to the Allottee herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above which shall be final and binding on the Allottee and the Allottee shall make payment of such amount within 30 (thirty) days of such intimation.
- 1.13 The Allottee(s) agrees that any payment towards EDC/IDC/ 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, 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, 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 increase in EDC/IDC shall be final and binding on the Allottee(s). If the EDC/IDC increased EDC/IDC 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 increased EDC/IDC 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(i) The Total Price is inclusive of cost of providing electric wiring and switches in each apartment and the fire fighting equipment along with fire detection, fire hydrants at locations as per existing norms within the Said Complex in the common areas only as provided in the existing fire fighting code/regulations and power back up, ranging from 13 KW to 24 KW per apartment in Blocks A, B and C and 11 KW to 18 KW per apartment in Block D, E & F at a load factor of 70% and overall diversity of 70% in addition to that for the common areas and services but does not include the cost of electric fittings, electric and water meter, PNG line and piped gas meter etc, which shall be got installed by the Allottee at his own cost as well as the charges for water and electricity consumption. 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 agrees to pay the additional expenditure incurred thereon on pro rata basis along with other allottees as determined by the Company in its absolute discretion.
- 1.14(ii) The apartments will be provided with an air conditioning facility (summer cooling and winter heating) through a VRF/ VRV unit. The company's scope is limited to the supply and installation of the indoor units, outdoor units, interconnecting refrigerant pipe-work (and insulation), condensate drain pipe-work, interconnecting wiring and hand held remote controllers. Refer **Annexure-V** for the proposed air-conditioning loads being allocated, respectively, to each type of the apartment
- 1.15 The Allottee agrees and understands that the Company or its agents/ subsidiaries/ associates/ affiliates or sister concerns may, at its 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 may develop in future. In such an eventuality the Allottee fully concurs and confirms that the Allottee shall have no objection to such arrangement for generating and / or supply of power and the Allottee gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to Said Apartment directly and the Allottee has noted the possibility of it being to the exclusion of power supply from DHBVNL / State Electricity Boards (SEBs) / any other source. The Allottee further agrees that 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 owners. It is further agreed by the Allottee that the Company or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Company or its agents /its subsidiaries/associates/affiliates or sister concerns in its discretion from time to time. The said equipment / plant may be located anywhere in or around the Said Complex.

It is further agreed and confirmed by the Allottee that the Company or its agents shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by the DHBVNL /State Electricity Boards (SEBs). The Allottee agrees and confirms that the Allottee shall pay the amount based on the tariff to the Company or its agents directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its agents. The Allottee also confirms that the Allottee has understood that such power generating and/ or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges. The Allottee shall also pay the proportionate cost of installation of such equipments and the proportionate cost of equipment for procuring and supplying electricity, cost for electric meter as well as charges for electricity connection. The Allottee shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the time of Allottee's ownership of the Said Apartment. This clause shall survive the conveyance of the Said Apartment or any subsequent sale / resale or conveyancing thereof.

1.16 Subject to the terms and conditions of this Agreement and upon execution of Conveyance Deed the Allottee shall have only the following rights with regard to the Said Apartment:

- i) ownership of the Apartment Area as defined in **Annexure-II**.
- ii) undivided proportionate interest in the Footprint (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 Complex (although the Allottee shall not be making any additional payment towards the land/ Foot Print). It is made clear and agreed by the Allottee(s) that no other land is forming part of this Agreement and the Allottee(s) shall have no right, title or interest of any kind whatsoever on any other land except to the extent of using such general common area and facilities within the said Complex limited to and precisely listed in **Annexure-IV** Part-C subject to timely payment of maintenance charges.
- iii) exclusive right to use the Parking Space(s) (without any ownership rights) for parking of vehicles only (as listed in Part D of **Annexure-IV**). The Allottee 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 or let out separately. The Allottee agrees that the Allottee shall not have any claim, right, title or interest whatsoever in respect of any other parking space(s) save and except the Parking Space(s) earmarked for his use. 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) right to use the Common Areas and Facilities within the Said Building/Said Complex only. Since the interest of Allottee 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, this would require the Allottee(s) to use common area and facilities within the said complex only harmoniously alongwith other occupants without causing inconvenience and hindrance further is understood and agreed by the Allottee(s) that even if the Common Areas and Facilities within the Said Complex only are included in the computation of the Super Area the right of the Allottee(s) to use the Common Areas and Facilities within the Said Complex shall always be subject to timely payment of Maintenance Charges, the Allottee 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 only to 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 Portion of 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 in the Said Portion of Land shall not include the exclusive reserved car parking spaces/ open car parking and in basements individually allotted to the allottees of the residential and other buildings for their exclusive use.
- vi) right of usage of the facilities in the community centre / club, subject to fulfillment of the terms and conditions for such usage.

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

- i) All lands (except the general common area 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 Footprint of the Said Building including but not limited those as listed in **Annexure-IV**, Part-**C**, or any other facility or amenity as may be provided by the Company at its discretion or as provided in accordance with the directions of any competent authority(ies) including any schools, shops, facilities, amenities etc., even if provided in the Said Building, are specifically excluded from the scope of this Agreement and the Allottee shall not have any right of any nature, title or interest whatsoever in such lands, areas, facilities and amenities within the Said buildings/ Said Complex/ Said Portion of Land. The Allottee(s) hereby give irrevocable undertaking to the

Company that the Allottee shall never claim any right, title or interest on these land, area, facilities and amenities including but not limited to those listed in **Annexure-IV** Part E as they are specifically excluded from the scope of this Agreement and are not included in the computation of Super Area in any manner and for which the Allottee(s) has not paid any money to the Company in any form and manner whatsoever.

- 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 in Phase-V, DLF City] falling outside the periphery/ boundary of the Said Portion of Land are clearly outside the scope of this Agreement and the Allottee shall have no right of any nature, whatsoever, in such lands.
- iii) Allottee(s) agree and understand that the Super Area of the Said Apartment includes the pro-rata area of the community centre/club within the Said Complex. The community centre shall be a part of common area in the Declaration / amended Declaration to be filed in compliance with the Apartment Act. The Allottee(s) agrees and understands that the Allottee(s) may have conditional right of usage of the facility which may be provided by the Company/Operating Agency in the community centre with in the Said Complex only. This right of usage is limited to the community center within the Said Complex only and is subject to the fulfillment of the terms and conditions as stipulated in this Agreement. The Company/Operating Agency shall have the right to formulate the management, structure and policy, rules and regulations for the said community center and upon intimation by the Company/Operating Agency of the formalities to be complied with; the Allottee(s) undertakes to fulfill the same. It is understood that the community centre usage is limited only to the occupants of the Said Complex and the Company may make suitable provisions and covenants to this effect and in the necessary documents which the Allottee(s) agrees and undertakes to comply with without raising any objection. It is understood that the entire operating cost of the said community center facilities, improvement/ 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).

It is clarified and understood that this community centre is distinct and independent from DLF Golf and Country Club / any other club in DLF City / community center sites in DLF City and / or any other recreational and sporting activities including golf and tennis etc. and any other activity/amenity facility of a general nature provided by the Company.

- iv) It is specifically made clear to the Allottee and is agreed by the Allottee that as the proposed apartments maybe nearby to the boundaries of DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc., the Allottee shall have no right, title or interest in the ownership of the DLF Golf and Country Club and its ancillary facilities, its membership, operation and running of the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. The Allottee shall not raise any dispute/ objection to any activity(ies) of the DLF Golf and Country Club or any

other recreational and sporting activities including golf and tennis etc. including but not limited to lighting arrangements, parties/ get together, tournaments and other activities of the DLF Golf and Country Club which may be carried throughout the year at the discretion of the management of the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. It is further made clear that the area earmarked for the DLF Golf and Country Club and its facilities, various community facilities like school, recreational and sporting activities including golf, tennis, hotels, other clubs, hospitals and the like shall not be a part of the complex where the said apartment/ said Building is proposed to be located and the Allottee will be required to pay separate deposits/ charges for securing admission and usage to the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. and other community facilities, the acceptance or rejection of which shall be at the sole discretion of the management of the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. and other community facilities and the Allottee shall not raise any dispute/ objection in this regard at any time during the occupancy of the said Apartment. It is further made clear to the Allottee that the running and operation of the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. and other community facilities including nearby governmental installations/ statutory reasons may cause disturbance to the occupants of nearby areas for which the Allottee specifically agrees not to raise any dispute or make any claim of whatsoever nature against the Company in this regard.

- 1.18 (a) The Allottee 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 Common Areas and Facilities and the undivided proportionate interest in the Footprint as specified by the Company in the Declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the Allottee's right, title and interest in the Said Apartment, the Common Areas and Facilities and the undivided proportionate interest in the Footprint shall be limited to and governed by what is decided by the Company or as may be specified by the Company in the Declaration.
- (b) The Company may for the purpose of complying with the provisions of the Apartment Act or any other applicable law, substitute the method of calculating the proportionate share in the footprint of the said Building and/ or common areas and facilities as may be described by the Company in any Declaration.
- (c) The Allottee acknowledges and confirms that the Allottee has read and understood the Apartment Act and the implications thereof in relation to the various provisions of this Agreement and the Allottee is in full agreement with the provisions of this Agreement in relation to the Apartment Act and shall comply and shall be bound by the provisions of the Apartment Act, as and when applicable and from time to time or any statutory amendments or modifications thereof or the provisions of any other law (s) dealing with the matter.

- (d) The Allottee undertakes to do all acts, things, deeds including present himself as may be required for the execution and registration of any deed in respect of the Said Apartment and Parking Space(s) as the Company so desire to comply with the provisions of the Apartment Act.
- (e) The Allottee undertakes to join any association formed under relevant provisions of the Apartment Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company for this purpose. The Allottee also undertakes to join the master association if and when formed by the Company or its nominee(s) for a part or whole of the Said Land .The draft application form for becoming a member of the association of the apartment owners is given in **Annexure-VIII** to this Agreement.

1.19 The Allottee acknowledges that the Company shall be carrying out developmental/ construction activities now and for many years in future in the entire area falling outside Footprint and that the Allottee shall not raise any objection or make any claims or default in making payment on time as stipulated in schedule of payment in **Annexure-III** on any account whatsoever, including inconvenience, if any, which may be suffered by the Allottee due to such developmental/ construction or its incidental/ related activities.

1.20 The Allottee(s) acknowledges that the Company, may at its 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.

2. Payment for taxes on land, wealth-tax, cesses

The Allottee agrees that it shall be liable to pay all Govt. 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 and / or building(s) or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application if the Said Apartment is assessed separately and if the Said Apartment is not assessed separately and/or the Allottee shall pay directly to the concerned authority and if the same is levied on or paid by the Company or the Allottee then the same shall be borne and paid by the Allottee on pro-rata basis as specified in clause no.42 of this Agreement and such determination and demand shall be final and binding on the Allottee.

3. Amount paid by Allottee with Application

The Allottee(s) has paid a sum of Rs. _____ (Rupees _____ only) including 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**) 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 agrees and confirms that out of the total amount(s) paid/payable by the Allottee for the Said Apartment, 10% of the Total Price of the Said Apartment shall be treated as Earnest Money for the due fulfillment by the Allottee of the terms and conditions as contained in the Application and this Agreement. In the event the Allottee fails to perform any obligations or commit breach of any of the terms and conditions mentioned in the Application and/or this Agreement including but not limited to the occurrence of any event of default as stated in clause of this Agreement or the failure of the Allottee to sign and return this Agreement in original to the Company within 30 (thirty) days of the dispatch date then the Allottee agrees that the Company shall have the right to forfeit, without any notice to the Allottee the Earnest Money together with the Non-Refundable Amounts. If the amount paid by the Allottee is less than the forfeitable amount then the Allottee undertakes to make good the shortfall of the forfeitable amount. This is in addition to any other remedy/ right, which the Company may have.

5. Mode of Payment

The Allottee shall make all payments within the stipulated time as mentioned in the schedule of payments as given in **Annexure-III** annexed to this Agreement and as may be demanded by the Company from time to time and without any reminders from the Company through A/c Payee Cheque(s)/Demand Draft(s) in favour of 'DLF Limited' payable at New Delhi/Delhi.

6. Compliance of Laws relating to remittances

The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she alone shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall

not have any right in the Application / allotment of the Said Apartment in any way and the Company shall issue the payment receipts in favour of the Allottee only.

7. Adjustment/appropriation of payments

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

8. Time is the essence

The Allottee agrees that time is of essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee as per this Agreement and/or as demanded by the Company from time to time and also to perform/observe all the other obligations of the Allottee under this Agreement. The Company is not under any obligation to send any reminders for the payments to be made by the Allottee as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by the Allottee. However in case of any default /delayed in the payment by the Allottee the Company may take such action as mentioned in this agreement.

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**) and the layout plans as given in **Annexure-IA**, specifications as given in **Annexure-V**, apartment plan as given in **Annexure-VI**, and parking plan as given in **Annexure-VI**, to this Agreement. The Allottee hereby agrees that the Company is fully entitled to increase the number of floors in the Said Building and/ or the height of the Said Building and the Allottee shall not object to the same. In such case Company may in its discretion give option to the Allottee to move to a higher floor and on receipt of consent from the Allottee, the Company may permit the Allottee to move to a higher floor subject to availability of apartment on the higher floor. Accordingly the Application and this Agreement shall stand modified to this effect. The Allottee shall not claim any reduction in the Total Price of the Said Apartment due to any increase in the number of floors in the Said Building. The issuance of the occupation Certificate of the Said Building/Said Complex shall be the conclusive evidence that the Said Building/Said Complex and the Said Apartment have been fully completed in accordance with the plan and specifications as mentioned to this Agreement or any modifications thereof and the Allottee agrees upon issue Occupation Certificate the Allottee shall not make any claim against the Company in respect of any item of work in the said Apartment which may be alleged not to have been carried out or completed or in respect of any design specifications building material used. The construction of the Said Building/Said Complex/Said Apartment including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications as given in **Annexure-V** and shall be subject to the right of the Company to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality or subject to any direction from competent authority or subject to Force Majeure conditions or reasons beyond control of the Company and the Allottee(s) hereby agrees to this condition. To carryout such additions, alterations, deletions and modifications, the

Company shall inform the Allottee(s) by way of written intimation and/or by way of publication within a period of 30 days from the date of such approvals applied/granted by the competent authority.

In the event the Allottee(s) raises any objection to such additions, alterations, deletions and modifications, and the Company decides to go ahead with such changes/direction, the Allottee(s) understands that he/she shall be given the right to exit out of the scheme and the Company shall cancel the allotment, refund the entire amount paid by the Allottee, without any forfeiture, along with payment of simple interest @ 9% per annum. The Company shall accede to the request of the Allottee(s) within 90 (ninety) days of the receipt of such notice/objection and refund such amounts. Upon dispatch of such refund by registered post, the Company shall be released and discharged from all its obligations and liabilities under the Agreement and the Allottee(s) shall be left with no such right, title, interest, lien or claim of any nature whatsoever on the Said Apartment/ Parking Space(s).

10. Alteration/Modification

In case of any major alteration/ modification resulting in +/- 10% change in the super area of the Said Apartment any time prior to and/or upon the grant of occupation certificate by the competent authority, except for minor area variations due to compounding on application and / or grant of occupation certificate, the Allottee(s) will be informed in writing by the Company of such change and the difference in Total Price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be. The Allottee agrees to inform the Company in writing his consent of his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his consent to all the alterations/modifications. If the Allottee(s) objects to such changes in writing within the permitted period and the Company decides to go ahead with the changes, then the Company may accede to the request of the Allottee(s) and cancel the allotment and the Company shall be liable only to refund within 90 (ninety) days from the date of intimation received by the Company from the Allottee(s), such amounts alongwith simple interest @9% per annum calculated from the date of realization of respective amount paid by the Allottee(s) after deduction of Non-Refundable Amounts. Upon dispatch of such refund by registered post, the Company shall be released and discharged from all its obligations and liabilities under this Application/Agreement and the Allottee(s) shall be left with no such right, title, interest, lien or claim of any nature whatsoever on the Said Apartment/ Parking Space(s).

The Allottee(s) agrees that any increase or reduction in the Super Area of the Said Apartment shall be payable or refundable (without any interest) at the rate on which such areas were sold / charged.

11.1 Schedule for Possession of the Said Apartment

The Company based on the present plans and estimates contemplates to complete construction of the Said Building/Said Apartment within a period of 60 (sixty) months from the date of booking unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons mentioned in Clauses 11.2, 11.3 and 43 or due to failure of 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.

11.2 Delay due to reasons beyond the control of the 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 for such period as is considered expedient the Allottee shall have no right to raise any claim compensation of any nature whatsoever (including the compensation stipulated in clause 13 of this agreement during the period of suspension of the scheme).

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

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

If the Company is unable to complete the construction/ development of the Said Apartment/ Said Building/ Said Complex due to any law that may be passed by any legislature or rule, regulation or order or notification that may be made or issued by the 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 shall continue to remain with the Company and the Allottee shall not have a right to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the Court(s) / Tribunal(s) / Authority (ies). However the Allottee may, if so desires become a party along with the Company in such litigation to protect Allottee's rights arising under this Agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge becomes final, absolute and binding, the Company will, subject to provisions of law/court order, refund within reasonable period in such manner as may be decided by the Company to the Allottee, all the amounts received from the Allottee after deducting Non Refundable Amounts without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Allottee save as otherwise provided herein, the Allottee shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.

11.4 Procedure for taking possession

The Company, upon obtaining occupation certificate from the competent authority shall offer in writing possession of the Said Apartment to the Allottee 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 provided the

Allottee is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc. as may be prescribed by the Company in this regard.

The Allottee shall be liable to pay the Maintenance Charges from the date of grant of the occupation certificate by the concerned authorities, more fully described in Clause 17 mentioned hereinafter irrespective of the date on which the Allottee takes possession of the Said Apartment.

11.5 Failure of Allottee to take Possession

Upon receiving a written intimation from the Company in terms of Clause 11.4 above, the Allottee 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, provided the Allottee is not in breach of any other term of this Agreement. If the Allottee fails to take the possession of the Said 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 and the Company shall have no liability or concern thereof. Further it is agreed by the Allottee that in the event of his/her 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 53 of this Agreement or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its discretion, decide to condone the delay by the Allottee in taking possession of the Said Apartment in the manner as stated in this clause on the condition that the Allottee shall pay to the Company liquidated damages **@ Rs.269.10 per sq. mtr. (Rs.25 per sq. ft. approx.)** 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 acknowledges that the liquidated damages 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. That on such condonation and after receiving entire amount of liquidated damages 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. For the avoidance of any doubt it is clarified that these liquidated damages are in addition to maintenance or any other charges as provided in this Agreement. Further the Allottee agrees that in the event of his/her failure to take possession of the Said Apartment within the time stipulated by the Company in its notice, he/she shall have no right or claim in respect of any item of work in the Said Apartment which he/she 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 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.

12. Failure to deliver possession by Company : Remedy to the Allottee

If for any reasons other than those given in clauses 11.2, 11.3 and 43, the Company is unable to or fails to deliver possession of the Said Apartment to the Allottee(s) within 60

(sixty) months from the date of booking 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 60 (sixty) 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.

13. Failure to deliver Possession: Remedy

Subject to the terms and conditions of the Agreement, in case of any delay (except for Force Majeure clause 43 and conditions as mentioned in clause 11.2 and 11.3) by the Company in completion of construction of Said Apartment beyond six months from date of expiry of such 60 months but till the date of the application for grant of Occupation Certificate to the concerned authority 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.269.10 per sq. mtr. (Rs.25 /- per sq. ft. approx.) 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.

14. Abandonment

The Allottee(s) agrees and confirms that if for any reasons including but not limited to the non-grant of approvals by the Competent Authority due to which the Company is not able to start excavation on the Said Portion of Land within a period of 6 (six) months from the date of launch, i.e. 21st May 2013, 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 agrees and authorizes the Company to refund the amount.

15. Conveyance of the Said Apartment

The Allottee agrees that the Company/ LOC and the Confirming Party and/or its associates/subsidiaries shall execute a Conveyance Deed in favour of the Allottee but only after receiving full payment of the Total Price and all the other charges securities, deposit mentioned in the Agreement and the Allottee is not in breach of any of the terms of this Agreement. The Allottee shall be liable to pay all fees, duties, expenses, costs, etc., including stamp duty, registration charges, transfer duty, corporation tax and all other incidental and legal expenses for the execution and registration of the Conveyance Deed of the Said Apartment. The Allottee agrees to pay such amounts/ charges as and when demanded by the Company within the stipulated period as mentioned in the demand letter. In case the Allottee fails to pay such amounts/ charges within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, deduct the Non-Refundable Amounts and refund the balance amount to the Allottee without any interest, only upon realization of money from resale/re-allotment of the Said Apartment to any other Person. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 and Registration Act, as amended up to date, including any actions taken or deficiencies/penalties imposed by the competent authorities.

16. 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 or 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 Company may hand over the Maintenance of the Said Building/ Said Complex to the Maintenance Agency at any time before/after the construction of the Said Building/ Said Complex is complete either for each building or for the entire complex. It is further 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. The payment of Maintenance Charges will be applicable whether or not possession is taken by the Allottee.

17. Fixation of Maintenance Charges

The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied and payable from the date of occupation certificate or the date of allotment, whichever is later and the Allottee undertakes to pay the same promptly. It is agreed by the Allottee that the payment of Maintenance Charges will be applicable whether or not the possession of Said Apartment is taken by the Allottee. The estimate of the Maintenance Agency shall be binding and final on the Allottee. Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost of the Maintenance Agency on monthly/ quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee. The Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency. The period of Maintenance Charges and 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 or such other periods as specified by the Maintenance Agency and any statutory payments, taxes etc. with regard to the Said Apartment/ Said Building/ Said Complex.

18. Interest Bearing Maintenance Security (IBMS)

In order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the Maintenance Charges as raised by the Maintenance Agency, the Allottee agrees to deposit, as per the schedule of payment given in **Annexure-III** and to always keep deposited with the Company / Maintenance Agency, IBMS calculated at the rate of **@ Rs.2691/- per sq. mtr. (Rs.250/- per sq. ft. approx.)** of the Super Area of the Said Apartment. In case the Allottee fails to pay any Maintenance Charges then (a) the Allottee shall not be entitled to avail any maintenance services and (b) the amount of such Maintenance Charges shall be first adjusted from the interest accrued on the IBMS and if the interest on IBMS falls short of the amount of Maintenance Charges then such short fall shall be adjusted out of the principal amount of IBMS. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs. 250/- per sq. ft. of the Super Area of the Said Apartment, then the Allottee hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted Maintenance Charges. The Company/ Maintenance Agency reserves the right to increase the IBMS from time to time keeping in view the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of written demand by the Company/Maintenance Agency. If the Allottee fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Company may in its discretion treat this Agreement as cancelled without any notice to the Allottee and to adjust the shortfall from the sale proceeds of the Said Apartment and refund to the Allottee the balance of the money realised from such sale after deducting therefrom the Earnest Money and the Non

Refundable Amounts. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IBMS as stipulated in this clause shall survive the conveyance of title in favour of the Allottee and the Company /the Maintenance Agency shall have first charge/lien on the Said Apartment in respect of any such non-payment of shortfall/increases as the case may be.

The Company shall at its discretion have the right to refund / offer to refund in full and final settlement of the IBMS or transfer to the Maintenance Agency, after adjusting there from any outstanding Maintenance Charges and / or other outstanding of the Allottee at any time including upon execution of the Conveyance Deed and thereupon the Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IBMS, including but not limited to issues of repayment, refund and / or claims, if any, of the Allottee on account of the same It is hereby specifically agreed by the Allottee that transfer of IBMS to the Maintenance Agency shall not be linked in any manner whatsoever to the implementation of the Act by the Company for the Said Complex. The Maintenance Agency upon transfer of the IBMS or in case fresh IBMS is sought from the Allottee as stipulated hereinabove, reserves the right to modify / revise all or any of the terms of the IBMS, Maintenance Agreement, including but not limited to the amount / rate of IBMS, etc.

The Allottee has specifically agreed that the allotment of the Said 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 compliances for occupants of the Said Apartment, 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.

19. 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.

20(a) Use of the Said Apartment

The Allottee 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 occupants of other apartments in the Said Building/Said Complex; or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Said Apartment which tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to the Said Apartment or anywhere in the Said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee shall indemnify the Company against

any action, damages or loss due to misuse for which the Allottee/ occupant shall be solely responsible. If the Allottee uses or permits the use of the Said Apartment for any purpose other than residential, then the Company shall be entitled to treat this Agreement as cancelled and to resume the possession of the Said Apartment. The Allottee specifically agrees that the use for which the Said Apartment is purchased shall not be altered without obtaining prior consent in writing from the Company, and any change in the specified use shall be treated as a breach of this Agreement entitling the Company to cancel the allotment and forfeit the entire amount deposited by the Allottee. Thereafter the Allottee shall not have any right, title or interest in the Said Apartment.

20(b) Use of terraces

The Company alone shall have the title to the terrace above the top floor of Said Building and 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 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 Company shall be the sole owner thereof.

21. 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, upgradation, additions etc. the cost thereof shall be contributed by all the Allottees in the 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, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

22. 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 in its sole discretion on behalf of the Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the Maintenance Agency but contents inside Said Apartment shall be insured by the Allottee at its own cost. The cost of insurance of said building structure shall be recovered from the Allottee as the part of Maintenance Charges. The Allottee 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 shall be solely responsible and liable.

23(a) 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, maybe earmarked by the Company to house, parking spaces and 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 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.

23(b) Payment of deposits & charges for bulk supply of electrical energy

If the Company or the Maintenance Agency decides to apply for and thereafter receives permission, from Dakshin Haryana Bijli Vitran Nigam Ltd. (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 undertakes to pay on demand to the Company proportionate share as determined by the 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 portion of the Total Price payable by the Allottee for the Said Apartment and the conveyance of the Said Apartment shall be withheld by the Company till full payment thereof is received by the Company from the Allottee. Proportionate share of cost, incurred by the Company for creating infrastructure like HT Feeder, EHT Sub station etc. shall also be payable by Allottee on demand. Further the Allottee agrees that the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Said 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 agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/direct electrical supply connection directly from DHBVN or any other body responsible for supply of electrical energy. An Undertaking in this regard executed by the Allottee is attached as **Annexure-IX** to this Agreement. The Allottees agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time.

24. General compliance with respect to the Said Apartment

The Allottee shall, after taking possession or after the expiry of period as stipulated in Clause 11.4 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, or the 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 tenantable 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 further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Said Building or common areas. The Allottee 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 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 shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The Allottee 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. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

25. Compliance of Laws, Notifications etc. by Allottee

The Allottee is entering into this Agreement for the allotment of a residential apartment with the full knowledge of all laws, rules, regulations, notifications applicable to Phase V in general and the Said Complex in particular. The Allottee hereby undertakes that the Allottee shall comply with and carry out, from time to time after he/she has taken over the 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 competent authority in respect of the Said Apartment / Said Building at the Allottee's 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.

26. Alterations of unsold units

The Company shall have the right, without any approval from any Apartment Allottee in the Said Building 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 shall have no right to raise objections or make any claims on this account.

27. EWS apartments, school(s), shops, commercial premises/building, community centre/ club etc. if and wherever provided by the Company.

The Allottee agrees and understands that if in terms of the deed of license and bilateral agreement executed between the Company and Government of Haryana if it is required to earmark a portion of the Said portion of Land for the construction of flats/ dwelling units for economically weaker sections (EWS) of the society, schools shops, commercial premises/buildings, community centre/club etc., in such a case it is a condition of this Agreement that the Allottee shall not have any right, title or interest in any form or manner in the land earmarked for as well as in the EWS flats, school(s), shops, commercial premises, religious building, community centre/club the buildings constructed thereon and facilities provided therein. Further the Allottee hereby agrees that he / she shall not have any claim or right to any commercial premises/buildings or interfere in the matter of booking, allotment and finalisation of sale of flats / dwelling units for EWS, school(s), shops, commercial premises/buildings, community centre/club or in the operation and management of shops, school(s), commercial premises/buildings, community centre/club etc. the Company shall enter into a separate agreement with the allottees of EWS flats, dwelling units, schools, shops, commercial premises/buildings,

community centre/club etc for the sale such EWS flats, dwelling units, schools, shops, commercial premises/buildings, community centre/club etc.

28. Right of the Company to FAR

The Allottee(s) has understood that his/her rights are limited to those mentioned in the Application/ Agreement, and the Allottee(s) has not contracted with the Company/ LOC for any other right of any nature whatsoever. The Allottee further understands that the Application/ Agreement is strictly restricted to the FAR that may have been allocated/ utilized with respect to the super area of the Said Apartment only. The Allottee(s) further agrees that his/her contract under this Agreement is in relation to the FAR that has been allocated/ utilised for the Said Apartment, and not for any other FAR of any nature whatsoever.

Accordingly the Allottee(s) agrees and confirms that he/she has no right of any nature whatsoever in the unallocated/ balance/ unutilized FAR of the entire Said Land and the same is not in any manner part of the Application/ Agreement.

The Allottee(s) agrees and understands that the FAR is increased from time to time due to the Company/ LOC acquiring more land (included in the Said Land) or enhancement in the FAR due to any government directions from time to time, and such increased/ enhanced FAR and all the rights in the increased/ enhanced FAR shall vest with the Company/ LOC or their subsidiaries/ associates exclusively, and shall be in addition to the unallocated/ unutilized/ balance FAR. The Company/ LOC shall have the unfettered rights towards the presently unallocated/ unutilized/ balance FAR and the increased FAR in the entire Said Land including any portion thereof.

The Allottee has specifically agreed and confirmed that the Allottee shall have no claim on the unallocated/ unutilized/ balance FAR that exists presently in the entire Said Land and also any future increased/ enhanced FAR on the entire Said Land, as the Allottee has understood that the Company/ LOC is the sole beneficiary/ owner of all the unutilized/ additional/ balance FAR which is now available and as may be granted/ available in future in the entire Said Land. The Allottee has understood and agreed to this and has undertaken to abide by this condition.

The LOC/ Company alone shall, at its sole discretion, have the right to utilize the unutilized/ unallocated/ balance/ increased/ enhanced FAR in any manner, including but not limited to constructing buildings and/or structures as may be permitted by the Competent Authorities. The Allottee(s) further agrees and confirms that such construction shall be the sole property of the Company/ LOC, and all rights, title and interest in the said construction shall exclusively vest with the Company/ LOC. The Company/ LOC shall be entitled to deal with the constructions in any manner it chooses. 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, as may be required from time to time. The Allottee(s) confirms to have no objection to the further construction carried anywhere outside the Said Complex, and shall provide all necessary co-operation to the LOC/ Company with respect to the Company's right to utilize the unallocated/ additional/ enhanced/ balance FAR on the entire Said Land in this regard.

Based on the above averments of the Allottee, the Company has decided to accept the Application for allotment of the Allottee and proposes to enter into this Agreement.

29. Land Owning Company/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.

30. Agreement subordinate to mortgage by the Company

The Allottee 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. In furtherance and not in derogation of the provisions of the preceding sentence the Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company/LOC 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 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 who have opted for long term payment plan arrangement with any financial institutions / banks the conveyance of the Said Apartment in favour of the Allottee, shall be executed only on the Company receiving no objection certificate from such financial institution / banks/ non banking finance company (NBFC).

31. Company's charge on the Said Apartment

The Allottee agrees that the Company shall have the first charge/lien on the Said Apartment for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be demanded by the Company from time to time. Further the Allottee agrees that in the event of his/her failure to pay such dues as aforesaid, 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.

32. Purchase not dependent on financing contingency

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

33. Binding effect

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until firstly the Allottee signs and delivers this Agreement with all the annexures alongwith the payment due as stipulated in schedule of payment in **Annexure-III** within 30 days from the date of dispatch by the Company and secondly copy of this Agreement executed by the Company through its authorized signatory is delivered to the Allottee within thirty (30) days from the date of receipt of this Agreement by the Company from the Allottee. If the Allottee fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then at the discretion of the Company the Application of the Allottee shall be treated as cancelled and the Earnest Money paid by the Allottee 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.

34. Agreement not assignable

It is specifically clarified by the Company that this Agreement is nontransferable in nature by the Allottee and the Allotment made by the Company shall not be assigned, transferred, nominated or conveyed by the Allottee in any manner without prior written consent of the Company which consent may be given or denied by the Company in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the government in force and shall also be subject to the terms, conditions and charges as the Company may impose from time to time in this regard. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations, if so permitted by the Company. In the event of refusal or denial by the Company for giving permission to the Allottee for assignment, transfer, conveyance or nomination of the said Apartment, the Allottee has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time. The policy for nomination including applicable charges is available at the Project and Company's Website.

35. Entire agreement

The Allottee agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to be binding on the Allottee save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and shall supersede those terms and conditions which contained in the Application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

36(a) Right to amend terms and conditions

The Allottee(s) agrees and understand that terms and conditions of the Application and those of the Agreement may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the Allottee(s) and the Company.

36(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.

37. Agreement specific only to the Said Apartment/Said Complex

The Allottee 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.

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

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 13 and 35 above.

39. Waiver not a limitation to enforce

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

- (a) Company may, at its sole option and discretion without prejudice to its rights set out in clauses 4 and 53 of the Agreement, waive in writing the breach by the Allottee(s) of not making payments as per the schedule of payments given in **Annexure-III** 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.

40. 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.

41. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the other allottees in the Said 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, as the context may require.

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the other allottees of all the buildings, 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 all the buildings, as the context may require.

43. Force Majeure

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

44. 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.

45. Indemnification

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

46. Brokerage

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

However, if the Company has paid commission to a broker on behalf of the Allottee, then the Company shall retain the amount of brokerage as part of the Non Refundable Amounts in case of cancellation of allotment or otherwise.

47. Further Assurances

The Allottee 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.

48. Copies of the Agreement

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

49. Place of Execution

The execution of this Agreement will be complete only upon its execution by the Company through its Authorised Signatory at the Company's Head Office in New Delhi after the copies duly executed by the Allottee are received by the Company. Hence this

Agreement shall be deemed to have been executed at New Delhi even if the Allottee has prior thereto executed this Agreement at any place(s) other than New Delhi.

50. Notices

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

(Address of Allottee)

M/s. DLF Limited,
DLF Centre, Sansad Marg,
New Delhi – 110001.

(Address of the Company)

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

51. Joint purchasers

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

52. Right to transfer ownership

The LOC/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 discretion and the Allottee agrees that he / she shall not raise any objection in this regard.

53. Events of defaults and consequences

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

- i) Failure to make payments within the time as stipulated in the schedule of payments as given in **Annexure-III** and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IBMS as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Company to

the Allottee under the terms of this Agreement, and all other defaults of similar nature.

- ii) Failure to perform and observe any or all of the Allottee's obligations including those contained in clause 53(i) as set forth in this Agreement or if the Allottee fails to execute any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Apartment.
- iii) Failure to take possession of the Said Apartment within the time stipulated by the Company in its notice.
- iv) Failure to execute the Conveyance Deed within the time stipulated by the Company in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as may be demanded by the Company, its nominee, other body or association of apartment owners/association of condominium, as the case may be.
- vi) Failure, pursuant to a request by the Company, in terms of clause 1.18(e) of this Agreement, to become a member of the association of apartment owners of the 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 in this Agreement without prior written consent of Company.
- viii) Dishonour of any cheque(s) given by Allottee for any reason whatsoever.
- ix) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space(s) independent of the Said Apartment or usage of the Parking Space(s) other than for parking Allottee's vehicle.
- x) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/ agreement/ indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee.
- xi) Non payment of Escalation Charges.

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 (except point (i) hereinabove), the Company may, in its discretion, by notice to the Allottee, cancel this Agreement by giving in writing thirty (30) days notice to rectify the default as specified in that notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled and the Company shall forfeit the Earnest Money along with Non Refundable Amounts. The Allottee acknowledges that upon such

cancellation of this Agreement, the Allottee shall have no right or interest in the Said 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(s) in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by the Company by registered post only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee. This will be without prejudice to any other remedies and rights of the Company to claim other liquidated damages which the Company might have suffered due to such breach committed by the Allottee.

54. 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.

55. 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 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 hereby confirms that the Allottee 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 confirms that notwithstanding such relationship/connection, the Allottee 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 and triplicate 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)

Please
affix
photogra
ph and
sign

Please
affix
photogr
aph and
sign

(1) _____

(2) _____

at _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
_____ (to be completed by the Allottee)

2. Signature _____
Name _____
Address _____

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

WITNESSES:

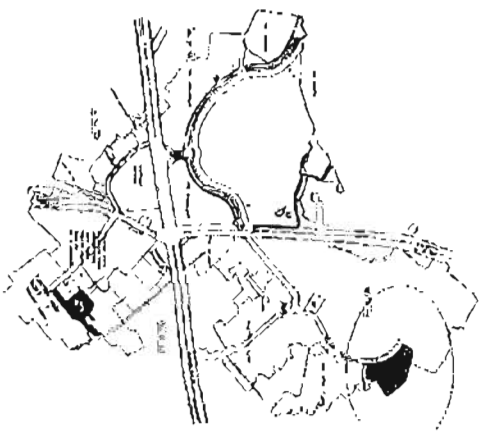
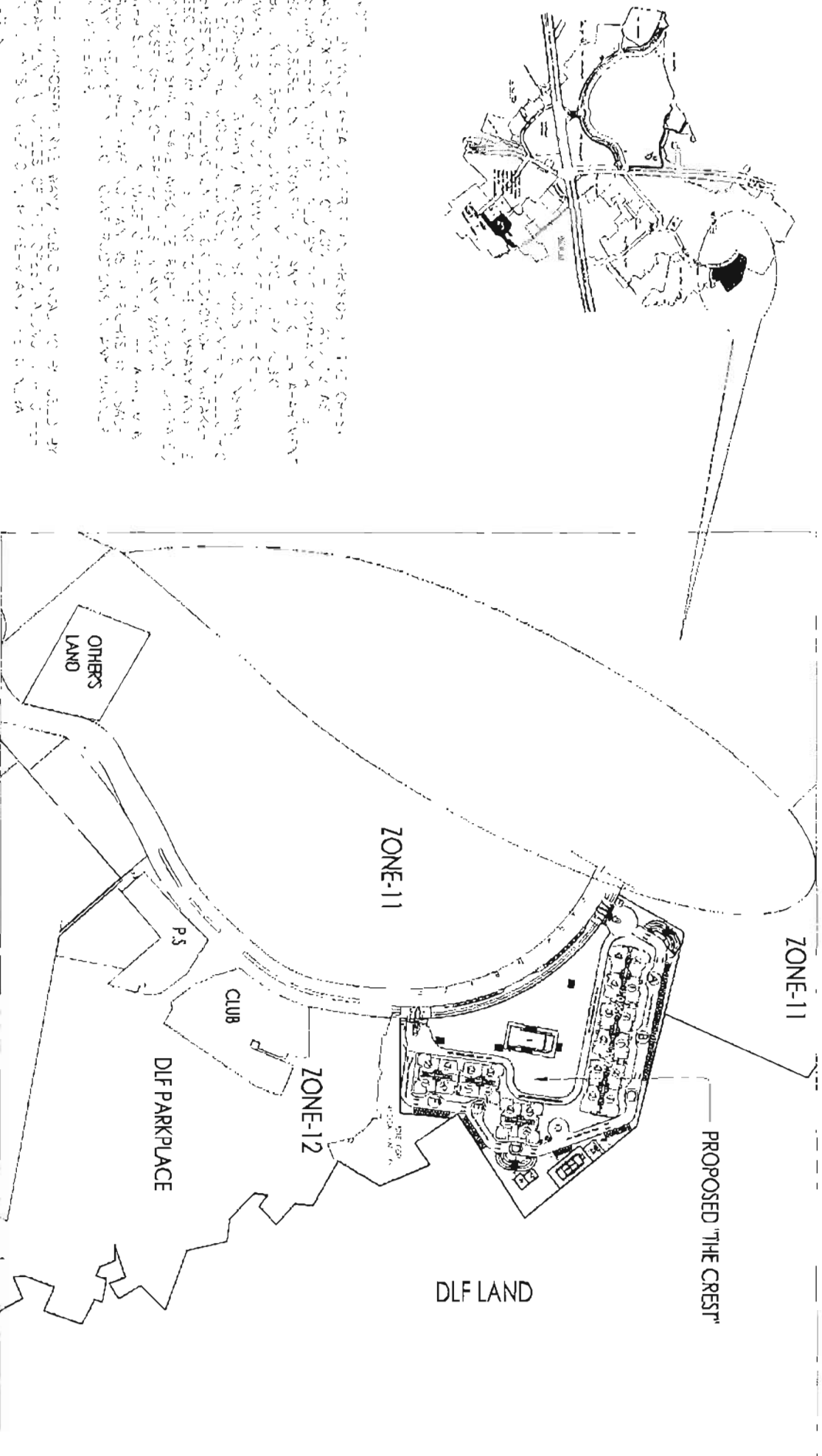
1. Signature _____
Name _____
Address _____

FOR AND ON BEHALF OF

2. Signature _____
Name _____
Address _____

(AUTHORISED SIGNATORY)

PROPOSED TENTATIVE LAYOUT PLAN OF ZONE-11&12 AT DLF CITY PHASE - V



1. THE PROPOSED TENTATIVE LAYOUT PLAN OF ZONE-11 & 12 AT DLF CITY PHASE - V, NEW DELHI, INDIA, IS SUBMITTED TO THE MUNICIPAL CORPORATION OF DELHI FOR APPROVAL. THE PLAN IS BASED ON THE PROPOSED TENTATIVE LAYOUT PLAN OF ZONE-11 & 12 AT DLF CITY PHASE - V, NEW DELHI, INDIA, AS APPROVED BY THE MUNICIPAL CORPORATION OF DELHI ON 15.08.2011. THE PLAN IS SUBJECT TO THE APPROVAL OF THE MUNICIPAL CORPORATION OF DELHI AND THE GOVERNMENT OF INDIA.

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 building earmarked for use of all apartment allottees in "The Crest" which include the exclusive community building with swimming pool, toilets / change room, multipurpose hall, gymnasium & other facilities, etc.

Whereas the Apartment Area of the Said Apartment shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, AC ledges, cupboards and lofts etc. and half the area of common walls with other premises / apartment, which form integral part of the Said Apartment and Common areas shall mean all such parts/ areas in "The Crest" which the Allottee shall use by sharing with other occupants of "The Crest" including entrance lobby, porch, lift lobbies, lift shafts, electrical shafts, fire shafts and service ledges on all floors, common corridors and passages, staircases, mummies, driver's / common toilets, services areas including but not limited to lift machine room, overhead water tanks, UG water tanks and pump room, electric substation, D.G. room, laundromat, maintenance offices / stores, security / fire control rooms, exclusive community building and architectural features, if provided.

Super Area of the Apartment provided with exclusive open terrace(s) shall also include area of such terrace(s), 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 / building / area of community facilities / amenities like nursery / primary / higher secondary school, club (excluding the exclusive community building for "The Crest") / community centres, dispensary, creche, religious building, health centres, police posts, electric sub-station, dwelling units for economically weaker sections / services personnel.
- b) Roof / top terrace above apartments excluding exclusive terraces allotted to apartment / penthouses.
- c) Covered / open car Parking Spaces within / around buildings for allottees / visitors of The Crest.

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 the 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 Allottee except the right to use Common Area by sharing with other occupants / allottees in the Said Building subject to timely payment of Maintenance Charges.

Tentative percentage of Apartment Area to Super Area varies 82.0% to 85.0% approximately depending on the size and location of the apartment, 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 / Said Complex.



ANNEXURE-III A Payment Plan

"THE CREST" - PRICE LIST

Unit Price of Apartment	As Applicable
Charges for exclusive right to use the Parking Space(s)	Rs. 7.5 lacs per Parking Space
Preferential Location Charges (PLC)	As applicable
One Attribute	- 10.0% of Basic Sale Price
Two Attributes	- 17.5% of Basic Sale Price
Three Attributes	- 22.5% of Basic Sale Price
Four or more Attributes	- 25.0% of Basic Sale Price
TOTAL PRICE OF UNIT	(Unit Price X Super Area of Unit) + Charges for Usage of Parking Spaces + PLC (as applicable)
Interest Bearing Maintenance Security (IBMS)	Rs. 250/- per sq.ft.

CONSTRUCTION LINKED (INTEREST FREE) INSTALMENT PAYMENT PLAN

● On Application for Booking	25 lacs + Service Tax = Rs.25.93 lacs
● Within 45 Days of Booking	10% of Total Price (including Booking Amount)
● Within 3 months of Booking	10% " " "
● Within 6 months of Booking	10% " " "
● On starting of excavation	5% " " "
● Within 2 months of starting of excavation	5% " " "
● On start of foundation	5% " " "
● Within 2 months of start of foundation	5% " " "
● On completion of laying of Basement Roof (under the Tower)	5% " " "
● Within 2 months of laying of Basement Roof (under the Tower)	5% " " "
● On casting of 6th floor slab	5% " " "
● Within 2 months of casting of 6th floor Slab	5% " " "
● On casting of 16th floor slab	5% " " "
● Within 2 months of casting of 16th floor slab	5% " " "
● On casting of 24th floor slab	5% " " "
● Within 2 months of casting of 24th floor slab	5% " " "
● On casting of terrace floor slab	5% " " "
● On application for Occupation Certificate	5% " " "
● On offer of Possession	Balance payments on account of Escalation Charges, Taxes & Cesses, IBMS, Stamp Duty & Registration Charges + Any other balance payment, if any due Less Timely Payment Rebate

Notes:

1. The milestone mentioned in the above payment plan is for the respective tower in which the customer has purchased the apartment.
2. Minimum gap of two months will be maintained between any two stages, after the first three payments.

ANNEXURE-III B Payment Plan



DOWN PAYMENT OPTION

- On Application for Booking 25 lacs + Service Tax = Rs.25.93 lacs
- Within 3 months of Booking 95% of Total Price Less : Booking Amount & Down Payment Rebate @ 10 %
- On application for Occupation Certificate 5% of Total Price
- On offer of Possession Balance payments on account of Escalation Charges, Taxes, IBMS, Stamp Duty & Registration Charges + Any other balance payment, if any due Less Timely Payment Rebate

SUBVENTION PLAN

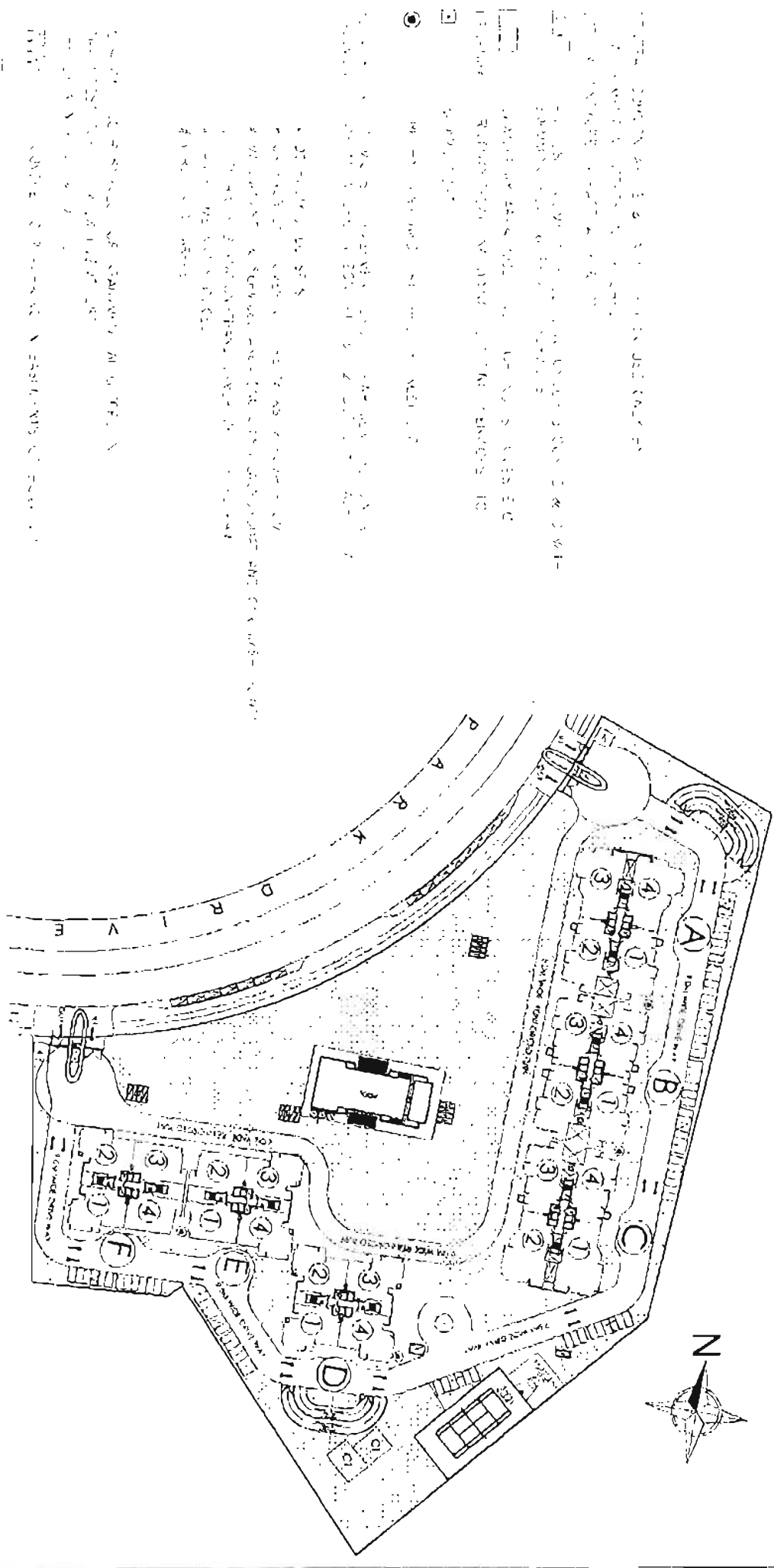
- On Application for Booking 25 lacs + Service Tax = Rs.25.93 lacs
- Within 3 months of Booking
 - i) 15% of Total Price Less Booking Amount (by Customer)
 - ii) 80% of Total Price to be paid by Bank under Subvention Scheme
- On application for Occupation Certificate 5% of Total Price (by Customer)
- On offer of Possession Balance payments on account of Escalation Charges, Taxes, IBMS, Stamp Duty & Registration Charges + Any other balance payment, if any due

Notes:

1. Service Tax is payable along with installments, at applicable rates.
2. Timely Payment Rebate (TPR) as applicable will be allowed only if all dues are paid on due dates and is applicable only to Construction Linked Instalment Payment Plan & Down Payment Option.
3. Prices are effective from 16/05/2013.
4. Prices, terms and conditions stated herein are merely indicative with a view to acquaint the applicant(s) and are not exhaustive.

TENTATIVE PLAN SHOWING COMMON AREAS, FACILITIES & AMENITIES IN "THE CREST"

ANNEXURE-IV



1. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE AS SHOWN IN THE TENTATIVE PLAN.

2. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

3. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

4. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

5. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

6. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

7. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

8. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

9. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

10. THE PROPOSED COMMON AREAS, FACILITIES & AMENITIES ARE SUBJECT TO THE APPROVAL OF THE COMPETENT AUTHORITY.

ANNEXURE – IV

COMMON AREAS & FACILITIES

Part –A

List of Common Areas and Facilities for use of Allottee within the building 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, air-conditioning and fire fighting equipments thereof.
5. Common passage / corridor including air conditioning, lighting and fire fighting equipment thereof.
6. Lift machine rooms.
7. Overhead water tanks
8. 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 / services areas.
12. Exclusive community building for the allottees / occupants of "The Crest"

Part – B

List of general Common Areas and Facilities located in the basements for all Allottees in "The Crest" included in computation of Super Area of the said Apartment (Plan attached to this Annexure)

- | | |
|---|--|
| 1. D.G Room / D.G. sets |] |
| 2. Underground domestic & fire water tanks and pump room & pumps with accessories |] May be located under any apartment Building or |
| 3. Electric sub-station / transformer/ electric panels |] any other suitable location |
| 4. Fan Rooms |] in The Crest/Zone- 11 & 12/ |
| 5. Laundromat |] DLF City, Phase-V. |
| 6. Maintenance stores and circulation areas |] |

Part –C

List of general Common Areas and Facilities within the "The Crest" for use of all Allottees, excluded from computation of Super Area of the Said Apartment (Plan attached to this Annexure).

1. Lawns and play areas, including lighting and services etc.
2. Road & driveways, including lighting & services etc.
3. Fire hydrants & fire brigade inlet etc.

That save and except the Common Areas and Facilities in Part A, Part B, as above exclusive use of covered parking as described in Part D of this annexure and the undivided pro-rata share in the land underneath the Said Building specifically made clear by the Company and agreed by the Allottee that he / she shall have no right, no title, no interest in other land(s), areas facilities and amenities within the "The Crest" at Zone – 11&12 in DLF city Phase - V (the Said Complex) as these are specifically excluded from the scope of this Agreement and the Allottee agrees and confirms that the ownership of such lands, areas and amenities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

Part –D:

Reserved car Parking Spaces within “The Crest” individually allotted for his / her exclusive use (Parking Plan attached in Annexure-VI)

1. Covered car Parking Spaces on stilt floor level of Building.
2. Covered car Parking Spaces in basements of buildings.
3. Open car Parking Spaces around building(s) for allottees / visitors.

Part –E:

It is specifically made clear by the Company and agreed by the Allottee that this Agreement is limited and confined in the scope only to the Said Apartment, areas, amenities and facilities as described in Part-A, Part-B, Part-C & Part D of the Annexure, the land underneath the said Building. It is understood and confirmed by the Allottee that all other land(s) area facilities and amenities in DLF City outside the periphery / boundary of the “The Crest” in DLF city Phase - V (the said Complex) in Zone-11 & 12, DLF City, Phase V, or anywhere in DLF City are specifically excluded from the scope of this agreement and the Allottee agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas facilities and amenities as these have been excluded from the scope of this Agreement and have not been taken in the computation of Super Area for calculating the Total Price and therefore, the Allottee has not paid any money in respect of such other lands, area facilities and amenities. The Allottee agrees and confirms that the ownership of such other lands, areas, facilities and amenities, shall vest solely with the Company, its 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 such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

- Shops within the Said Building, if any, and / or within the Said Portion of Land/zone-11 & 12, DLF City, Phase-V.
- Dwelling units for Economically Weaker Sections and Dwelling Units for Service Personnel in building other than Apartment Building.
- Areas reserved for all kinds of schools and school buildings / construction (including but not limited to nursery, primary and higher secondary school)
- Areas for club (excluding exclusive community building for the “The Crest”) / community centre and / community Building(s)
- Areas reserved for dispensary and dispensary building(s)
- Areas reserved for creche and creche Building(s)
- Areas reserved for religious building and religions building(s).
- Areas reserved for health centres and health centre building(s).
- Areas reserved for police posts and police post building(s)
- Areas reserved for electric sub-stations(ESS) and ESS Building(s)
- Areas for telephone exchange, telecommunication facilities, post office and building(s)/ constructions thereof.
- Areas for all commercial buildings and commercial buildings/ premises.
- Area for sports / recreational facilities etc.
- Roads, parks for use of general public.
- All areas building, premises, structures falling outside the periphery / boundary of the Said Plot of Land.

SPECIFICATIONS/ FINISHES

- Structure designed for the highest seismic considerations of Zone-V, against Zone-IV as stipulated by the BIS codes, for better safety.
- Air Conditioned Apartments with energy efficient VRF or VRV system, including the kitchen and the utility room but excluding the toilets.
- Air Conditioned Entrance Halls and Lift Lobbies
- Eco friendly environment with proposed rain water harvesting system to recharge aquifer, and proposed use of metered treated water from STP for flushing and horticulture.
- Proposed metered water supply for individual apartments.
- Heated Water supply Through geysers/ boilers in toilets, kitchens and additionally through Solar Water Heaters in the kitchens.
- High Speed passenger elevators with additional service elevator and shuttle elevators from basement(s) to ground floor for additional safety and security.
- Pressurized Staircases, Lift Lobbies, and Lift shafts for better fire safety.

Living/ Dining/ Lobby/ Passage.

Floor: Imported Marble/ Stone/ Tiles.
 Walls: Acrylic Emulsion paint finish.
 Ceiling: Acrylic Emulsion paint with false ceiling (extent as per design).

Bedrooms.

Floor: Laminated wooden flooring.
 Walls: Acrylic Emulsion paint finish.
 Ceiling: Acrylic Emulsion paint with false ceiling (extent as per design).
 Modular Wardrobes: Modular Wardrobes of standard make in all the bedrooms except the Utility Room.

Kitchen.

Floor: Anti-skid tiles.
 Walls: Tiles up to 2'-0" above counter and Acrylic Emulsion paint in the balance areas.
 Ceiling: Acrylic Emulsion paint with false ceiling (extent as per design).
 Counter: Marble/ Granite/ Synthetic stone.
 Fittings & Fixtures: CP fittings, Double bowl sink with single drain board, Exhaust fan.
 Kitchen Appliances: Fully Equipped Modular Kitchen with Hob, Chimney, Oven, Microwave, Dishwasher, Refrigerator and Washing Machine of a standard make.

Master Toilet.

Floor: Marble/ Granite/ Synthetic stone/ Anti-skid tiles.
 Walls: Marble/ Tiles/ Acrylic Emulsion paint, & Mirror.
 Ceiling: Acrylic Emulsion paint on false ceiling.
 Counters: Marble/ Granite/ Synthetic Stone.
 Fittings & Fixtures: Shower partitions/ Vanities/ Exhaust fan/ towel rail/ ring/ toilet paper holder/ robe hook of standard make.
 Sanitary ware/ CP fittings: Single lever CP fittings, Health faucet, Wash basin & EWC of standard make.

Common Toilets.

Floor: Anti-skid tiles.
 Walls: Tiles/ Acrylic Emulsion paint and mirror.
 Ceiling: Acrylic Emulsion paint on false ceiling.
 Counters: Marble/ Granite/ Synthetic Stone.
 Fittings & Fixtures: Shower partitions/ Vanities/ Exhaust fan/ towel rail/ ring/ toilet paper holder/ robe hook of standard make.
 Sanitary ware/ CP fittings: Single lever CP fittings, Health faucet, Wash basin & EWC of standard make.

Utility Room.

Floor: Tiles.
 Walls & Ceiling: Oil bound distemper.
 Toilets: Anti-Skid Tile flooring and combination of oil bound distemper and limited tiled walls, with conventional CP fittings & sanitary ware.

Balcony.

Floor: Tiles/ Stone.
 Walls & Ceiling: Exterior paint.

Doors.

Main Apartment doors:
Internal doors including
Utility room door:

Polished Veneer flush door/ Solid Core molded skin door.

Painted flush door/ molded skin door.

External Glazing.

Windows/ External Glazing:

Energy Efficient, double glass units with tinted/ reflective or clear glass with Aluminum/ UPVC frames in habitable rooms and Aluminum/ UPVC frames with single pinhead/ tinted/ clear glass in all toilets and Utility Rooms.

Electrical Fixtures & Fittings.

Modular switches of Legrand/ Crabtree/ Norsys or equivalent make, all internal wirings (complete) and ceiling light fixtures in balconies.

Power back-up.

Blocks – A, B, C:
Blocks – D, E, F:

Refer attached electrical load summary

Proposed 13 KW to 24 KW (depending up on the size & the type of apartment).

Proposed 11 KW to 18 KW (depending up on the size & the type of apartment).

Air Conditioning Loads.

Refer attached air conditioning load summary

Proposed 8 HP to 14 HP for all types of typical apartments & 16 HP to 24 HP for the pent-houses (depending up on the size and the type of the apartment).

Security system.

Secured Gated Community with access control at entrances and CCTV for parking area and entrance lobby at ground floor and basements.

Lift Lobby.

Lift Lobby Walls:
Lift Lobby Floor:
Lift Lobby Ceiling:

Granite/ Stone/ Tiles/ Acrylic Emulsion/ Wall paper/ Textured paint finish.

Granite/ Stone/ Tiles.

Acrylic Emulsion paint finish.

Fire Fighting System.

Synchronized Fire fighting system with sprinklers, smoke and heat detection system as per norms.

Community/ Recreational Facilities.

Multi-purpose hall.

Health facilities like gymnasium with modern health equipments.

Swimming pool with change rooms.

Kids' pool.

Library/ Reading room.

Indoor games facility like Cards' room, Pool table, etc.

Tennis court.

Conversion Scale.

1 ft = 304.8mm.

Disclaimer: - Marble/ Granite/ Stone 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 brands of the equipments/ appliances and the specifications and facilities mentioned 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. All plans and images shown in this brochure is indicative only and are subject to changes(s) at the discretion of the company or competent authority.

ELECTRICAL AND AIR CONDITIONING LOAD SUMMARY

ANNEXURE - V

AIR CONDITIONING LOADS FOR TOWER A,B,C,D,E & F						ANNEXURE - V(a)			
S.NO	DESCRIPTION	TOWER A	TOWER B	TOWER C	S.NO	DESCRIPTION	TOWER D	TOWER E	TOWER F
GROUND FLOOR					GROUND FLOOR				
1	APARTMENT 1(NF)	12 HP	12 HP	12 HP	1	APARTMENT 1(NE)		12HP	
2	APARTMENT 4(NW)	14 HP	14 HP	14 HP	2	APARTMENT 2(SE)			12HP
					3	APARTMENT 3(SW)			12 HP
					4	APARTMENT 4(NW)		12 HP	
FIRST FLOOR					FIRST FLOOR				
1	APARTMENT 1(NF)	12 HP	12 HP	12 HP	1	APARTMENT 1(NE)	12 HP	12 HP	10 HP
2	APARTMENT 2(SE)	12 HP	12 HP	12 HP	2	APARTMENT 2(SE)	12 HP	10 HP	12 HP
3	APARTMENT 3(SW)	12 HP	12 HP	12 HP	3	APARTMENT 3(SW)	10 HP	8 HP	12 HP
4	APARTMENT 4(NW)	14 HP	14 HP	14 HP	4	APARTMENT 4(NW)	12 HP	12 HP	8 HP
2ND TO 35TH FLOOR (34 NOS.TYPICAL FLOORS)					2ND TO 24TH FLOOR (23 NOS.TYPICAL FLOORS)				
1	APARTMENT 1(NE)	14 HP	12 HP	14 HP	1	APARTMENT 1(NE)	14 HP	14 HP	10 HP
2	APARTMENT 2(SE)	12 HP	12 HP	12 HP	2	APARTMENT 2(SE)	14 HP	12 HP	14 HP
3	APARTMENT 3(SW)	12 HP	14 HP	12 HP	3	APARTMENT 3(SW)	12 HP	10 HP	12 HP
4	APARTMENT 4(NW)	14 HP	14 HP	14 HP	4	APARTMENT 4(NW)	12 HP	12 HP	10 HP
36TH FLOOR					25TH FLOOR				
1	APARTMENT 1(NE)	14 HP	12 HP	14 HP	1	APARTMENT 1(NE)	14 HP	14 HP	10 HP
2	APARTMENT 2(SE)	12 HP	12 HP	12 HP	2	APARTMENT 2(SE)	14 HP	12 HP	14 HP
3	APARTMENT 3(SW)	12 HP	14 HP	12 HP	3	APARTMENT 3(NW)	12 HP	10 HP	12 HP
4	APARTMENT 4(NW)	14 HP	14 HP	14 HP	4	APARTMENT 4(SW)	12 HP	12 HP	10 HP
37TH FLOOR (DUPEX LEVEL)					26TH FLOOR (DUPEX LEVEL)				
1	APARTMENT 1(NF)	24 HP	24 HP	24 HP	1	APARTMENT 1(NE)	18 HP	18 HP	18 HP
2	APARTMENT 2(SE)	24 HP	24 HP	24 HP	2	APARTMENT 2(SE)	18 HP	18 HP	18 HP
3	APARTMENT 3(SW)	24 HP	24 HP	24 HP	3	APARTMENT 3(NW)	18 HP	16 HP	16 HP
4	APARTMENT 4(NW)	24 HP	24 HP	24 HP	4	APARTMENT 4(SW)	16 HP	16 HP	16 HP
UNIT ELECTRICAL LOAD SUMMARY									
S.No.	Unit Type	Maximum Demand Load (kW)							
1	3.0 BHK Block A,B & C	13.00							
2	4.0 BHK Block A,B & C	16.00							
3	Duplex Block A,B & C	24.00							
4	2.0 BHK Block E & F	11.00							
5	3.0 BHK Block D,F & F	12.50							
6	4.0 BHK Block D,F& F	15.00							
7	Duplex Block D,E & F	18.00							

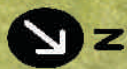
ANNEXURE-VI

Tentative Site Plan



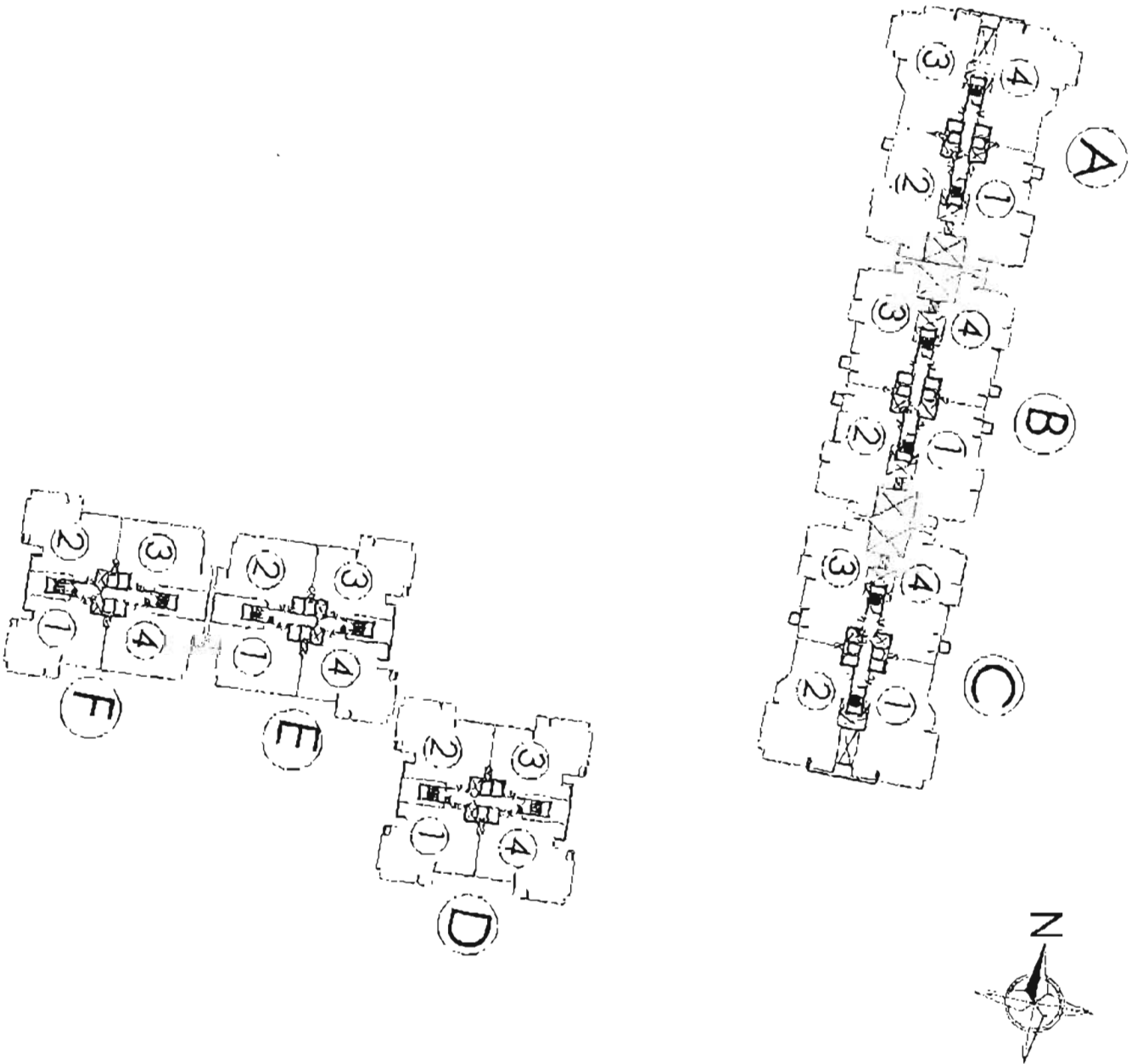
Masterplan

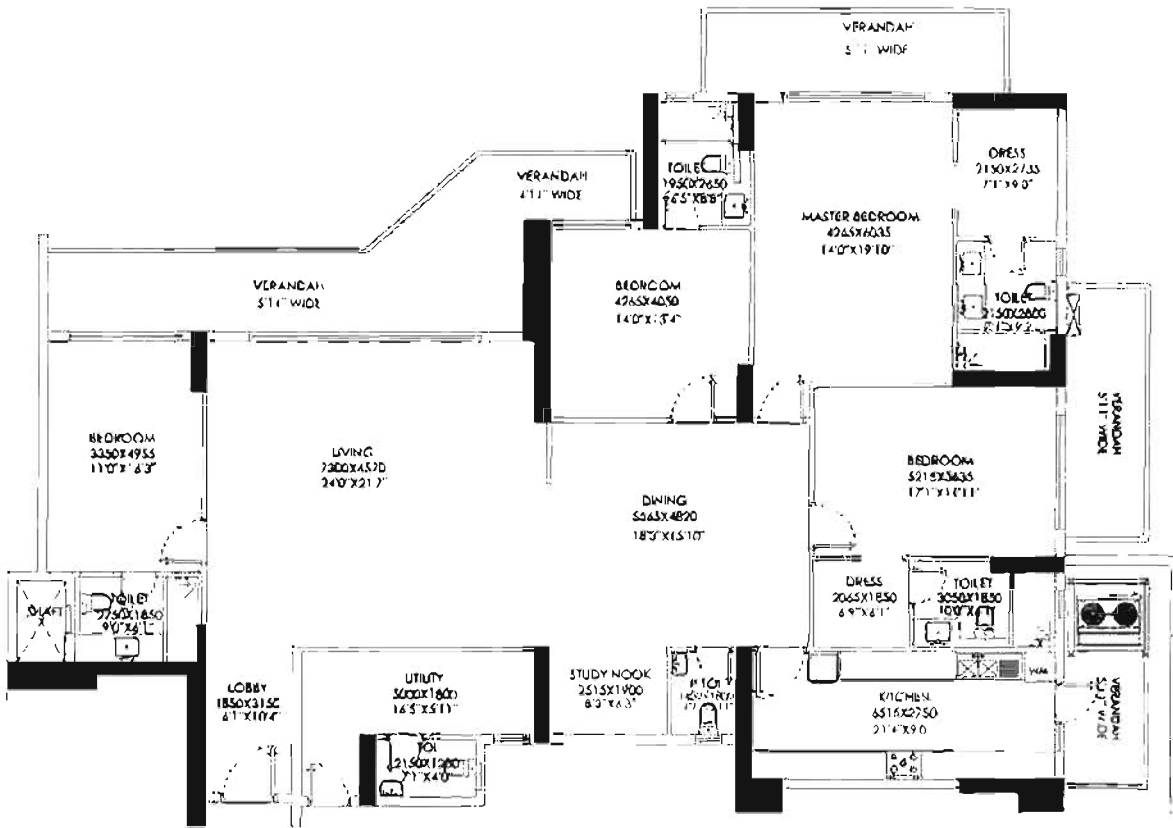
Site area - 8.822 acres (3701 sq. mt.)



TENTATIVE NUMBERING PLAN

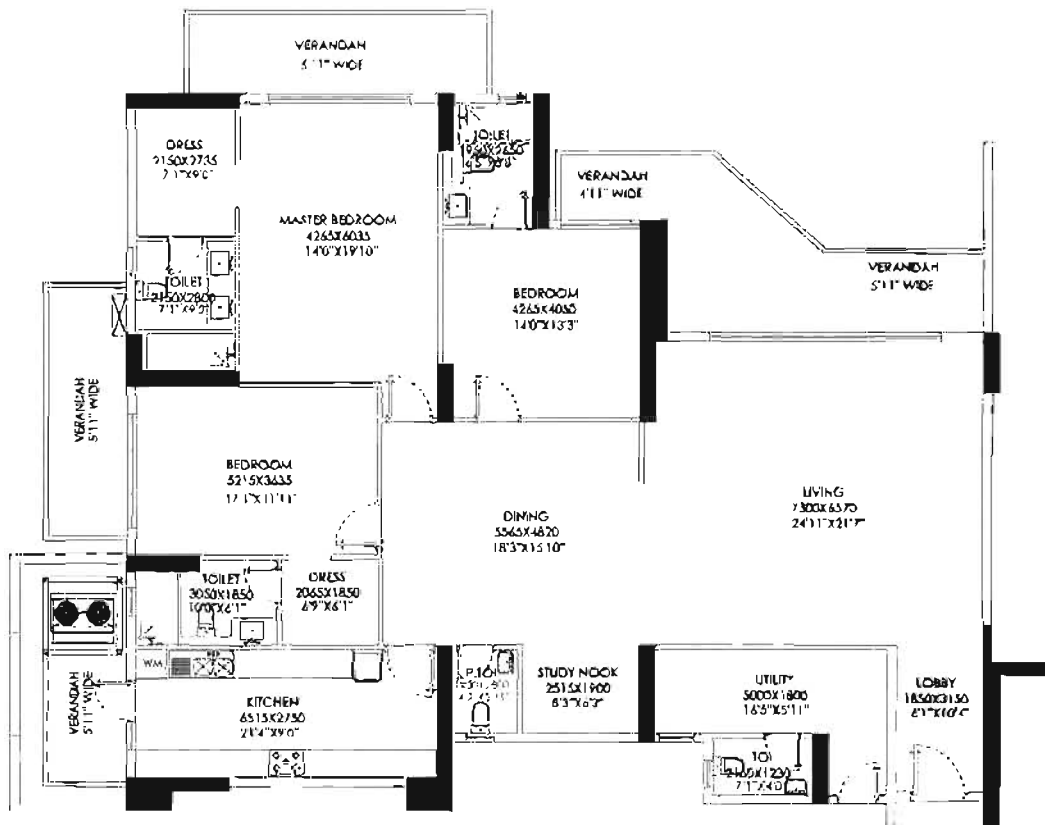
ANNEXURE-VI





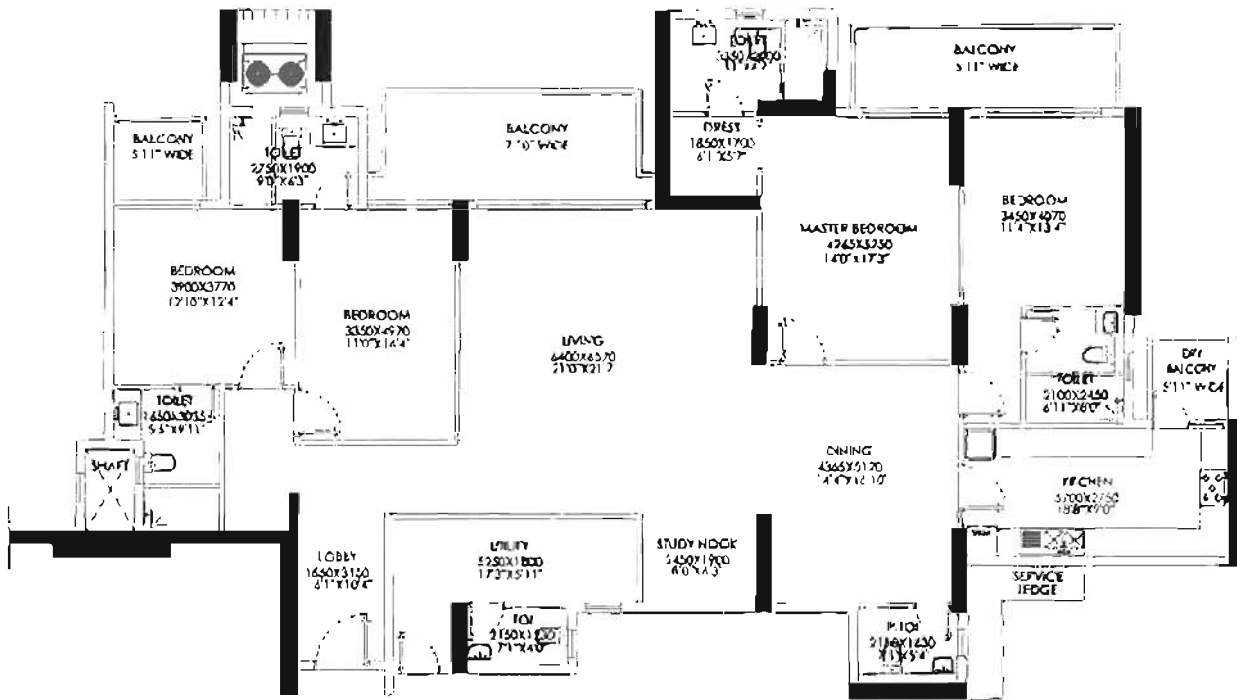
TENTATIVE PLAN OF APARTMENT NO.3 IN BLOCK A

TENTATIVE SALLABLE AREA = 370.523 SQM OR 3988 SF



TENTATIVE PLAN OF APARTMENT NO.4 IN BLOCK-A

TENTATIVE SALLABLE AREA = 334.838 SQM OR 3604 SF



TENTATIVE PLAN OF APARTMENT NO.3 IN BLOCK-B

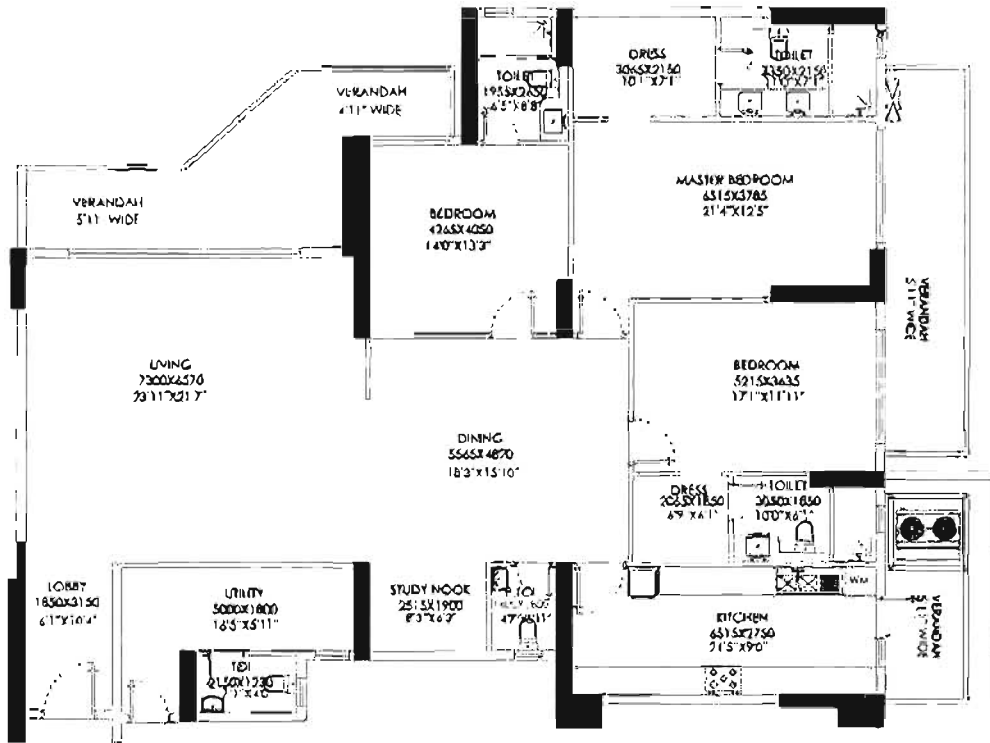
TENTATIVE SALEABLE AREA = 324.085 SQM OR 3488 SFT

GROUND FLOOR



TENTATIVE PLAN OF APARTMENT NO.4 IN BLOCK-B

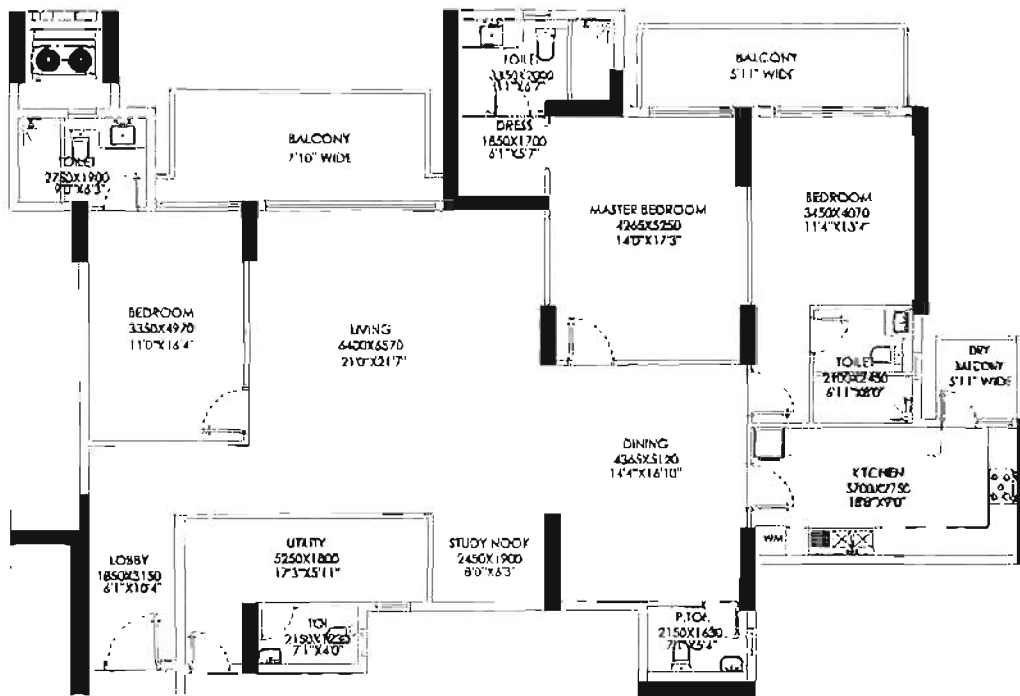
TENTATIVE SALEABLE AREA = 286.767 SQM OR 3087 SFT



TENTATIVE PLAN OF APARTMENT NO.1 IN BLOCK-C

TENTATIVE SALEABLE AREA = 326.785 SQM OR 3518 SFT.

FIRST FLOOR

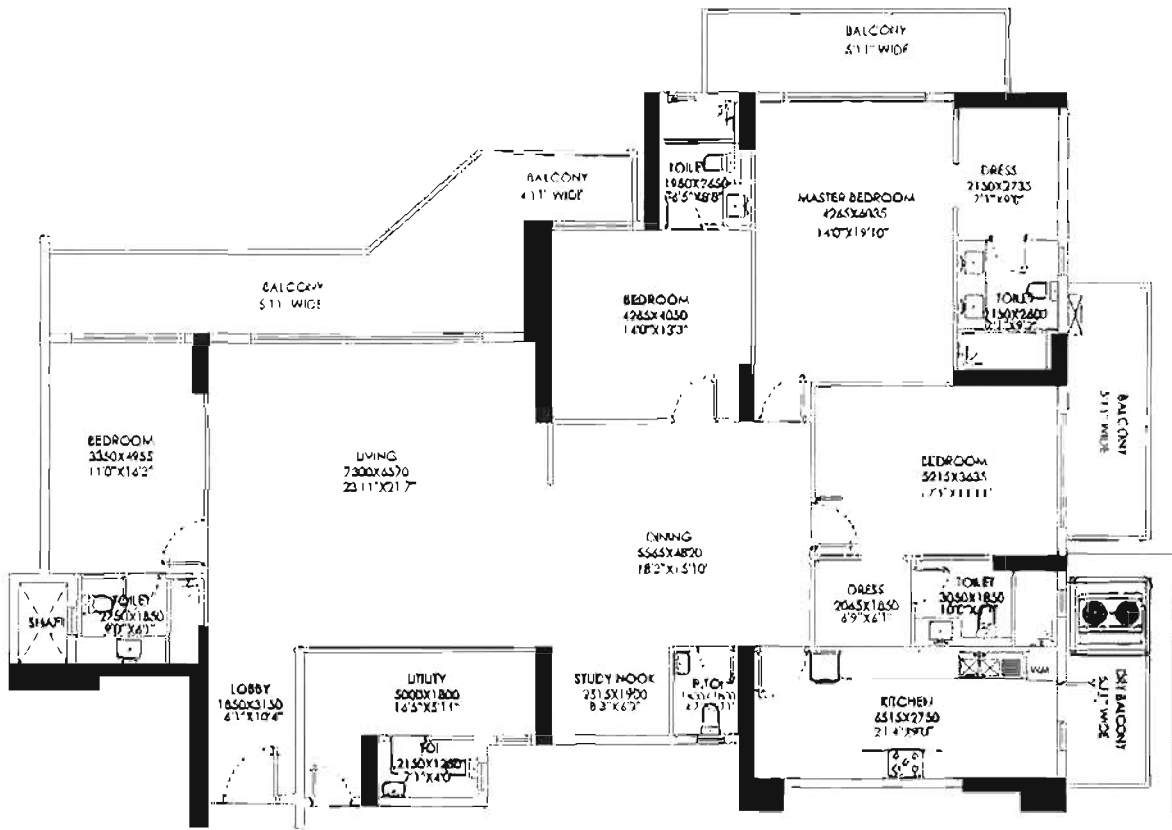


TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK- A
TENTATIVE PLAN OF APARTMENT NO. 1, 2 & 4 IN BLOCK- B
TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK- C

TENTATIVE SALEABLE AREA = 286.767 SQM OR 3087 SFT.

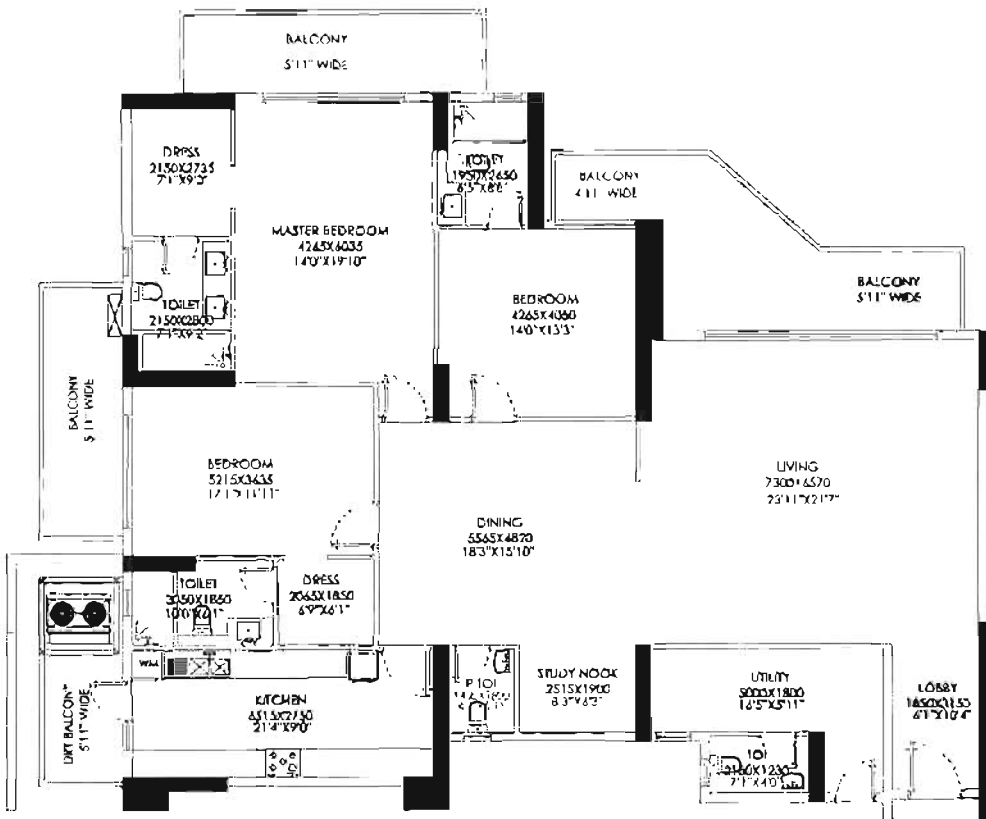
THE CREST

TENTATIVE APARTMENT PLANS ON
FIRST FLOOR



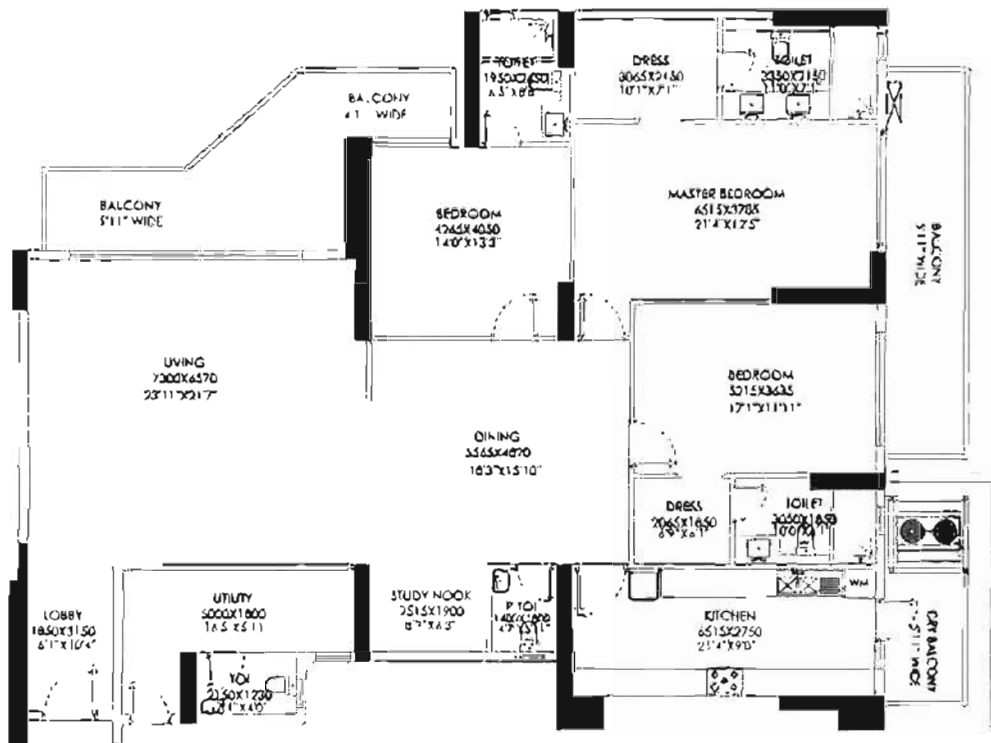
TENTATIVE PLAN OF APARTMENT NO 3 IN BLOCK- A

TENTATIVE SALEABLE AREA = 370,948 SQM OR 3993 SQ FT



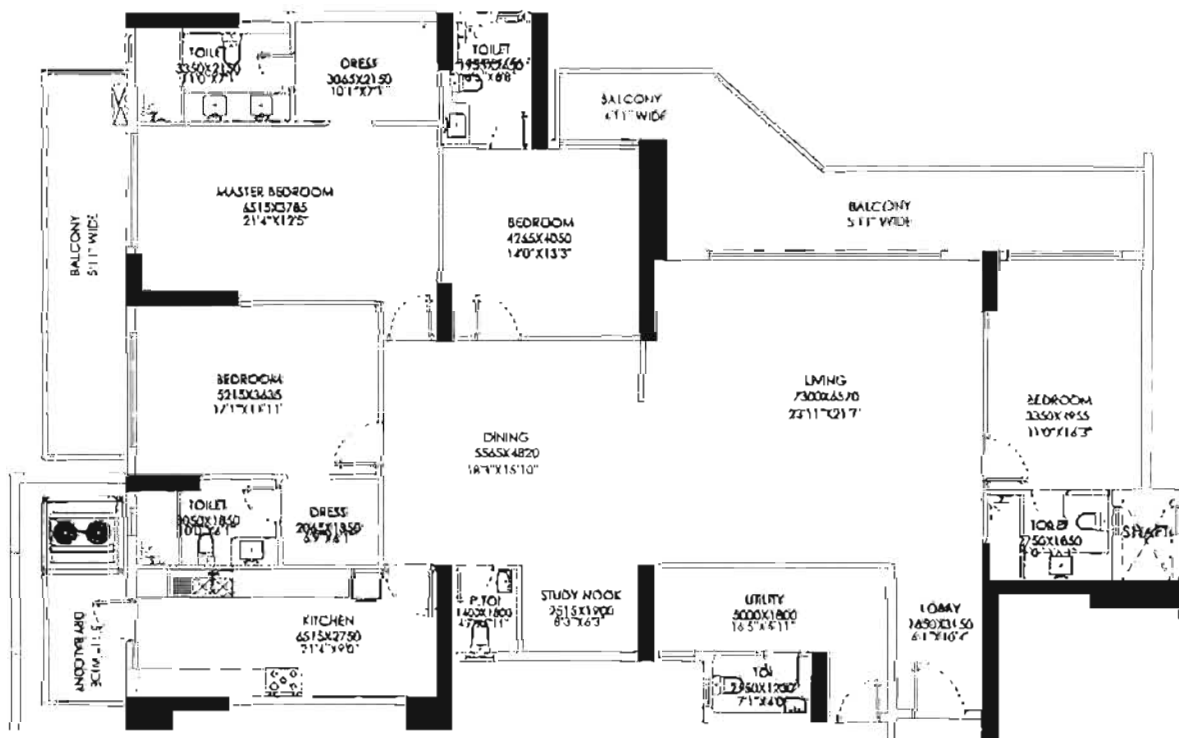
TENTATIVE PLAN OF APARTMENT NO 4 IN BLOCK- A

TENTATIVE SALEABLE AREA = 334,202 SQM OR 3597 SQ FT



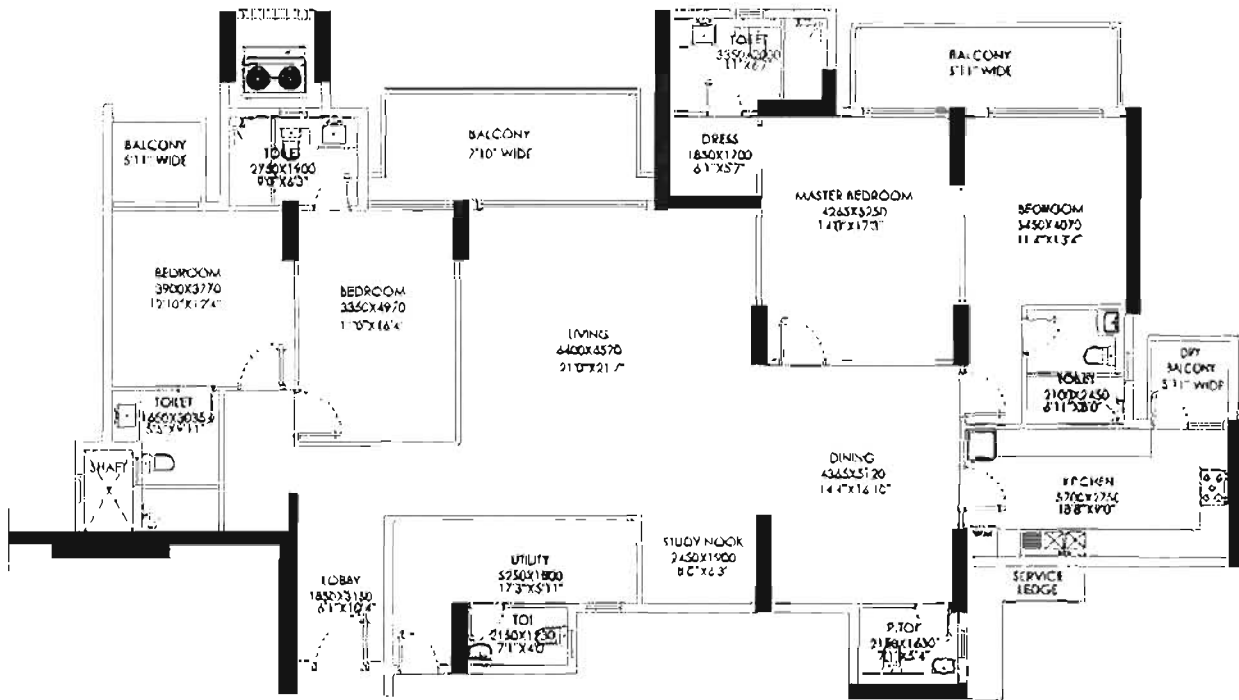
TENTATIVE PLAN OF APARTMENT NO.1 IN BLOCK-C

TENTATIVE SALEABLE AREA = 326 194 SQM OR 3511 SFT.



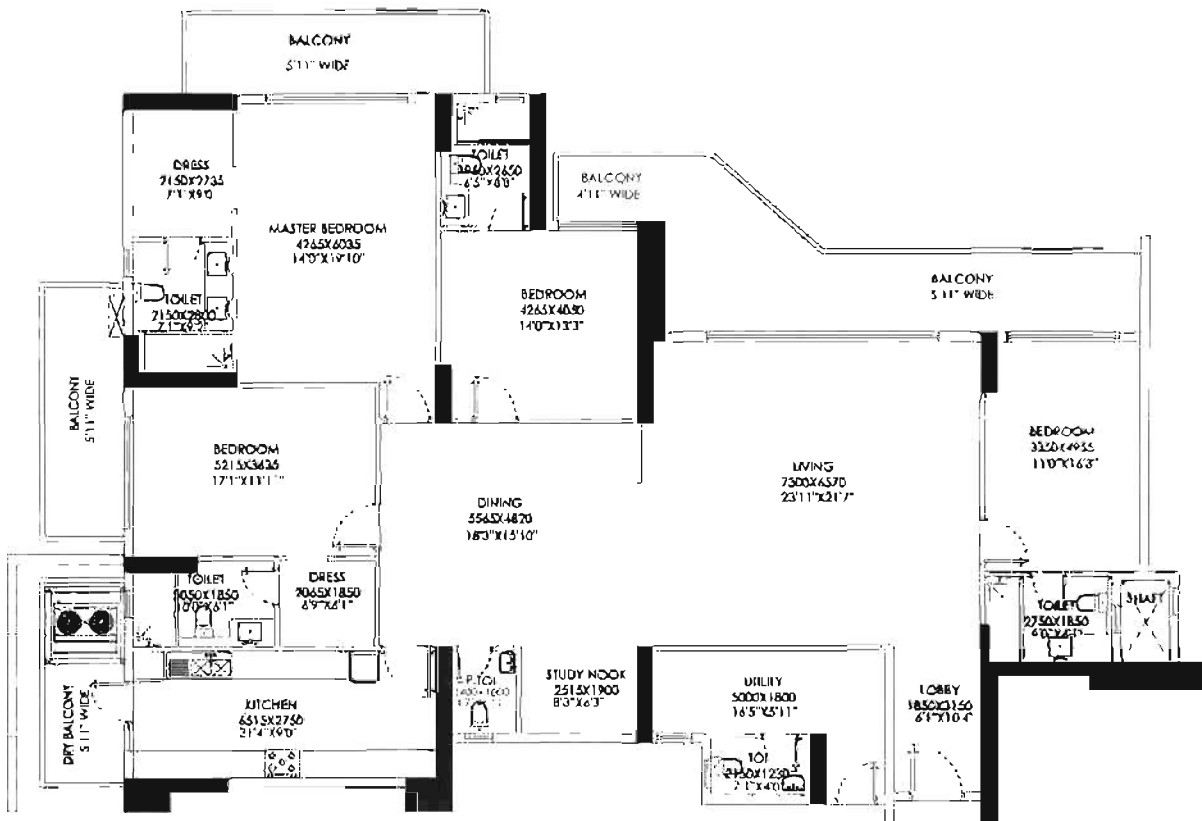
TENTATIVE PLAN OF APARTMENT NO 2 IN BLOCK-C

TENTATIVE SALEABLE AREA - 362 940 SQM OR 3907 SFT



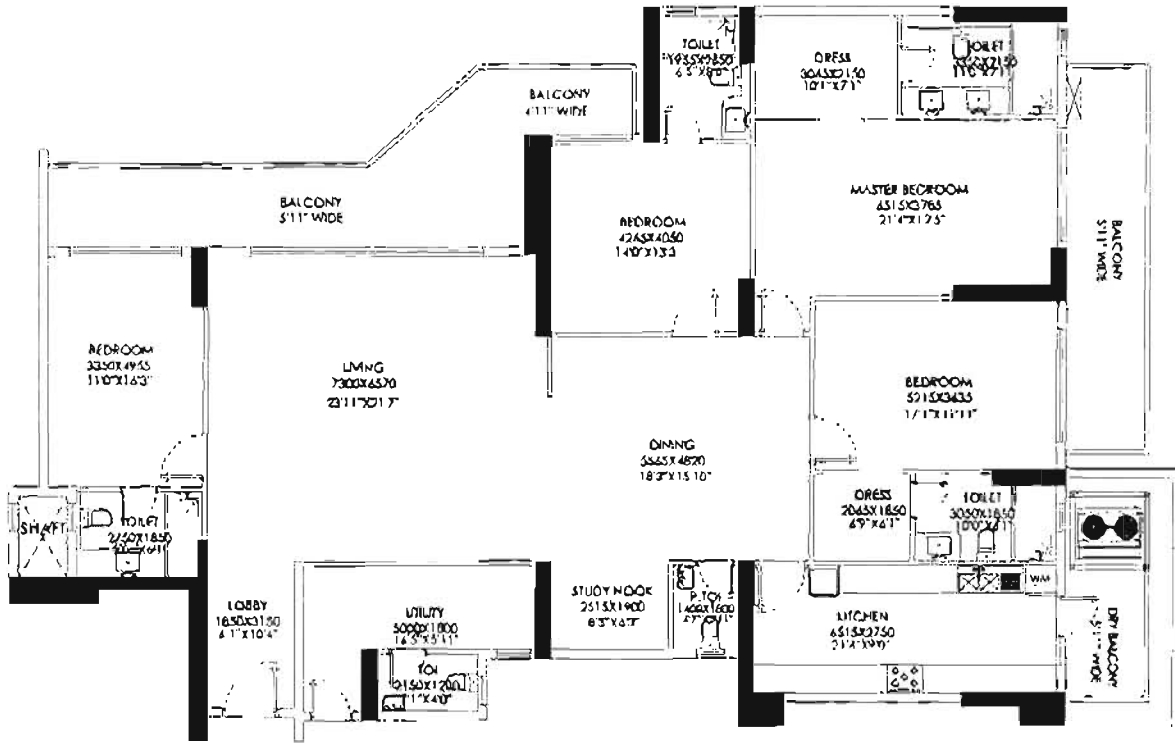
TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-A
 TENTATIVE PLAN OF APARTMENT NO. 1, 2, 3 & 4 IN BLOCK-B
 TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-C

TENTATIVE SALEABLE AREA - 323,242 SQM OR 3479 SF



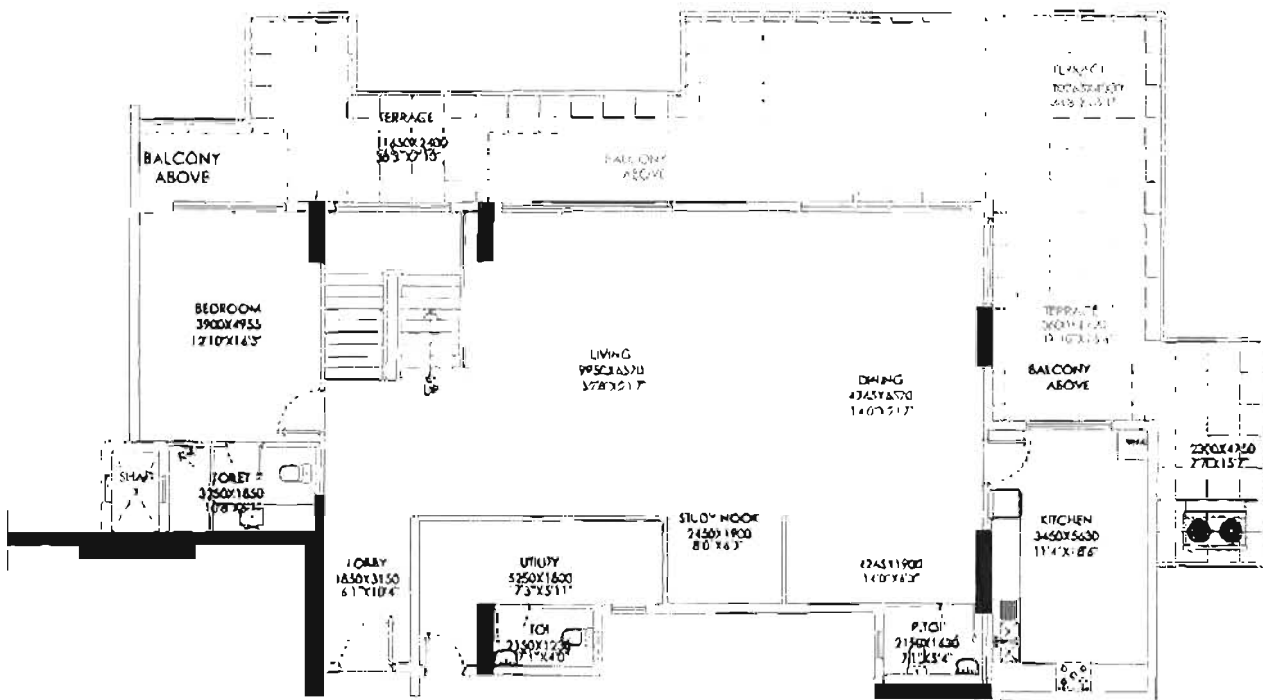
TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-A

TENTATIVE SALEABLE AREA - 370,106 SQM OR 3984 SF



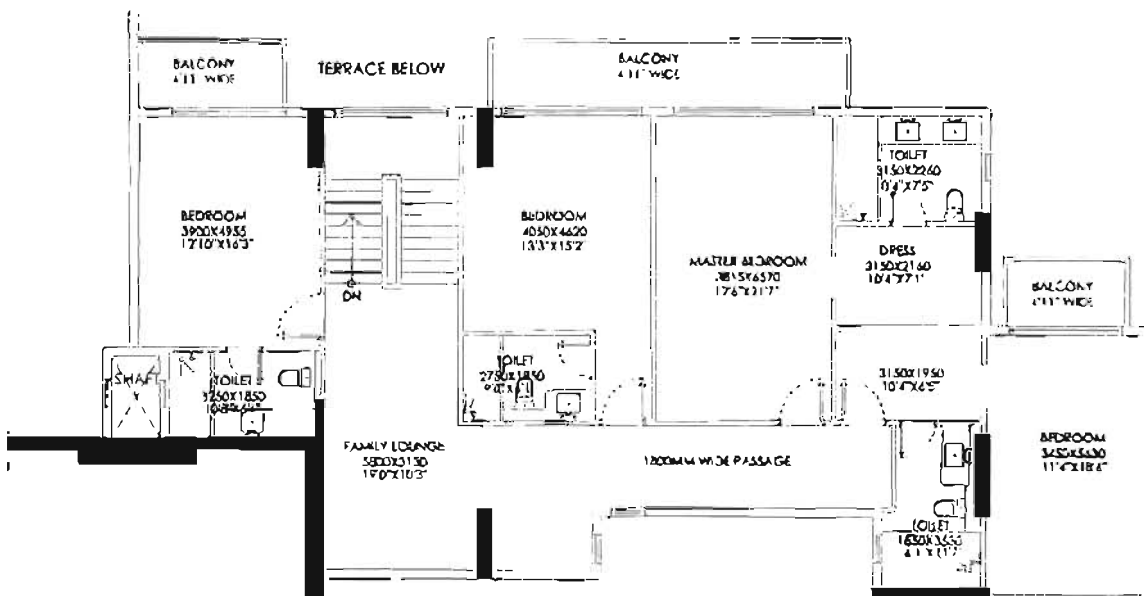
TENTATIVE PLAN OF APARTMENT NO 1 & 2 IN BLOCK C.

TENTATIVE SALEABLE AREA = 362.098 SQM OR 3898 SF1

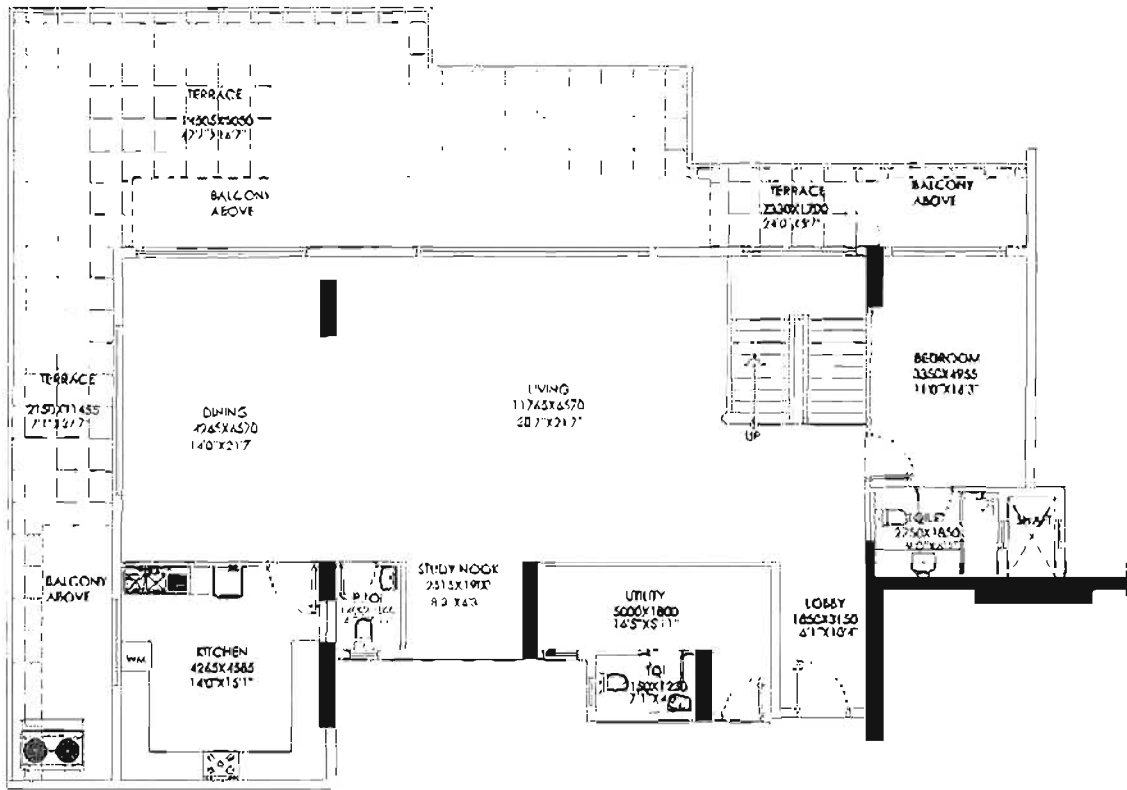


TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-A
 TENTATIVE PLAN OF APARTMENT NO. 1, 2, 3 & 4 IN BLOCK-B
 TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-C

TENTATIVE SALEABLE AREA - 577.936 SQM OR 622' SF

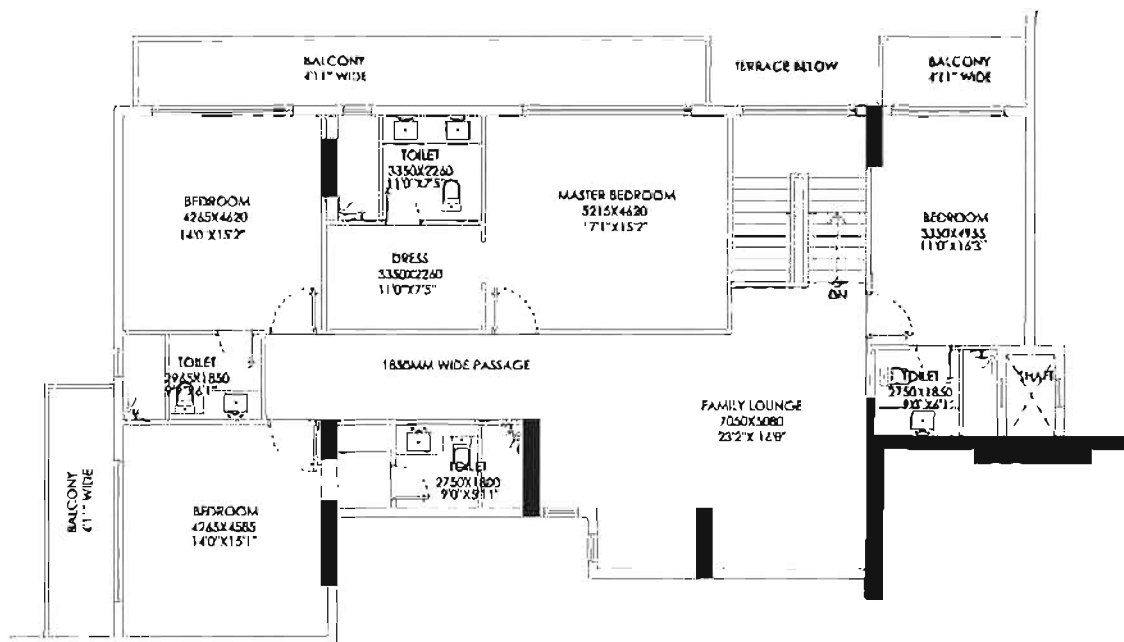


TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-A
 TENTATIVE PLAN OF APARTMENT NO. 1, 2, 3 & 4 IN BLOCK-B
 TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-C

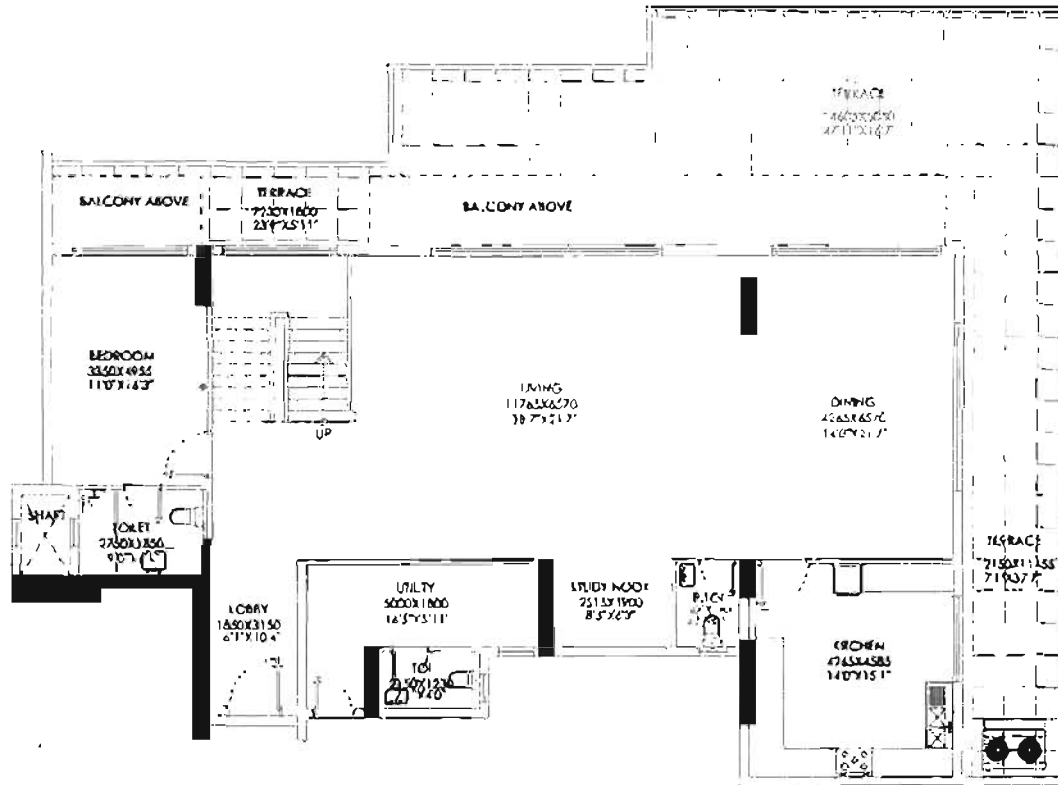


TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK- A

TENTATIVE SALEABLE AREA - 595.544 SQM OR 6410 SFT.



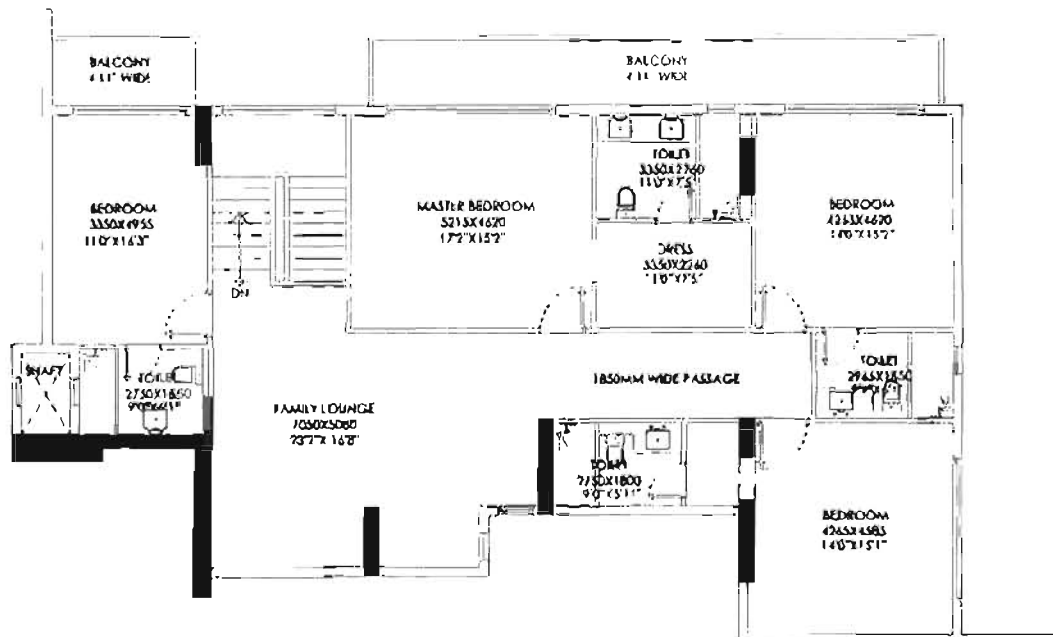
TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK- A



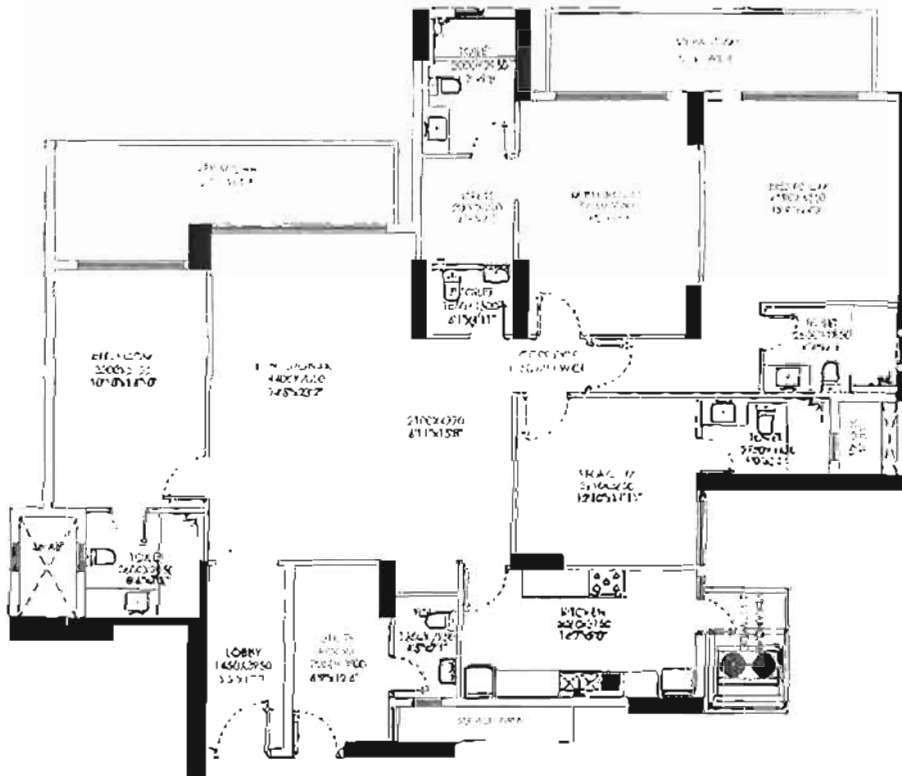
TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK C

TENTATIVE SALEABLE AREA = 584.211 SQM OR 6288 SFT.

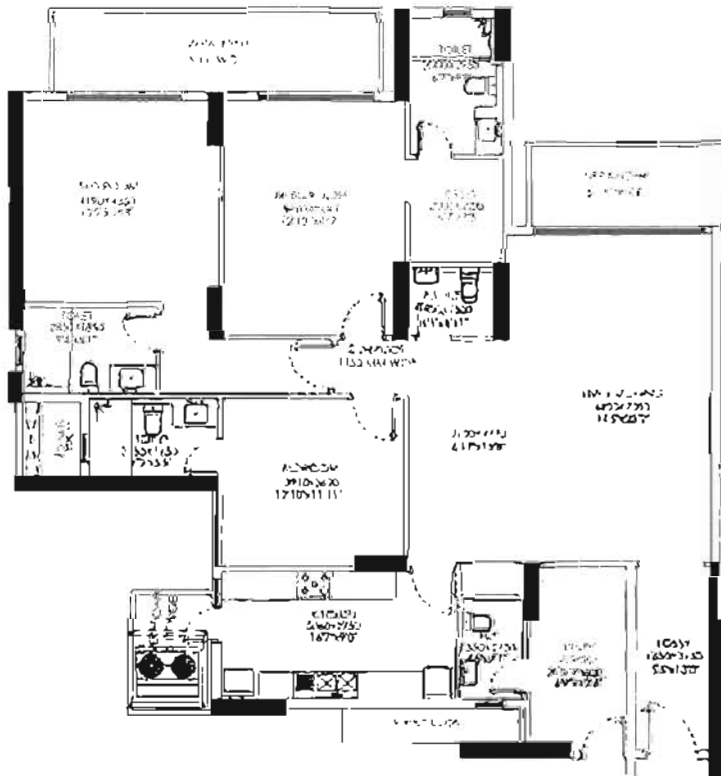
UPPER LEVEL OF PENTHOUSE



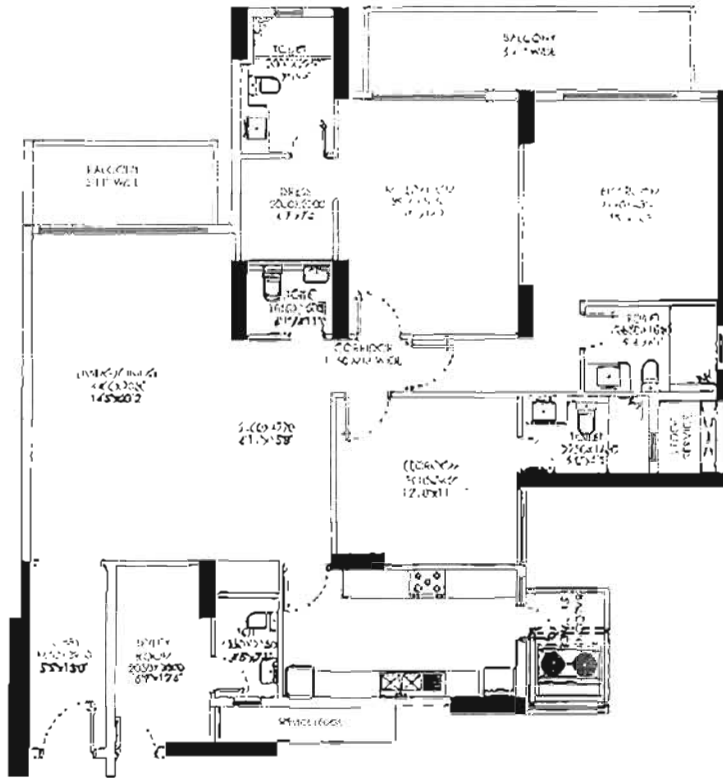
TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-C



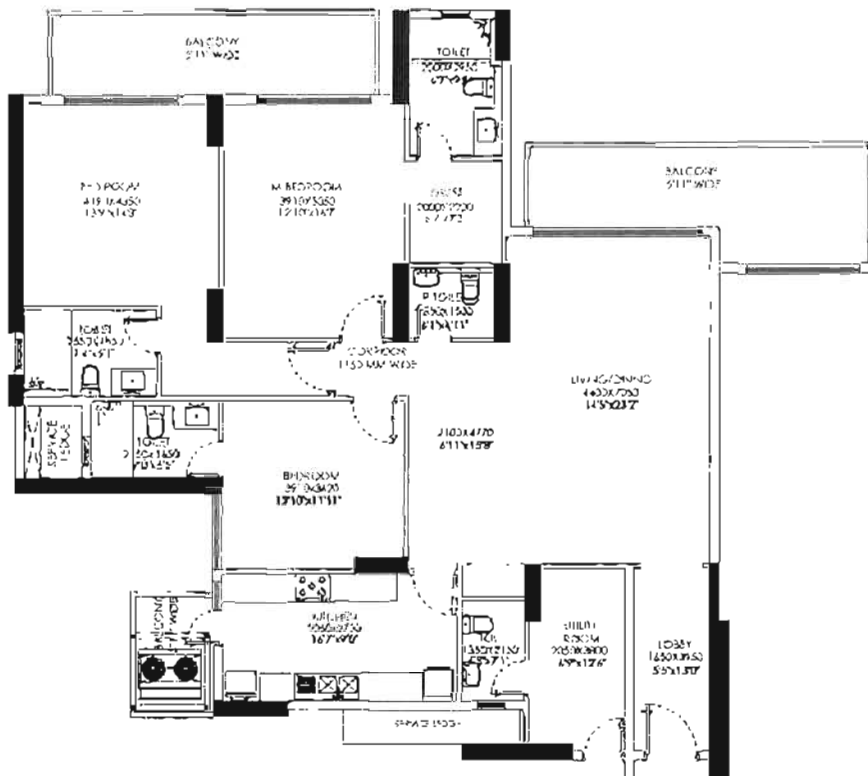
TENTATIVE PLAN OF APARTMENT NO. 3 IN BLOCK-E
TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK-F
TENTATIVE SALEABLE AREA = 287.270 SQM OR 3092 SFT.



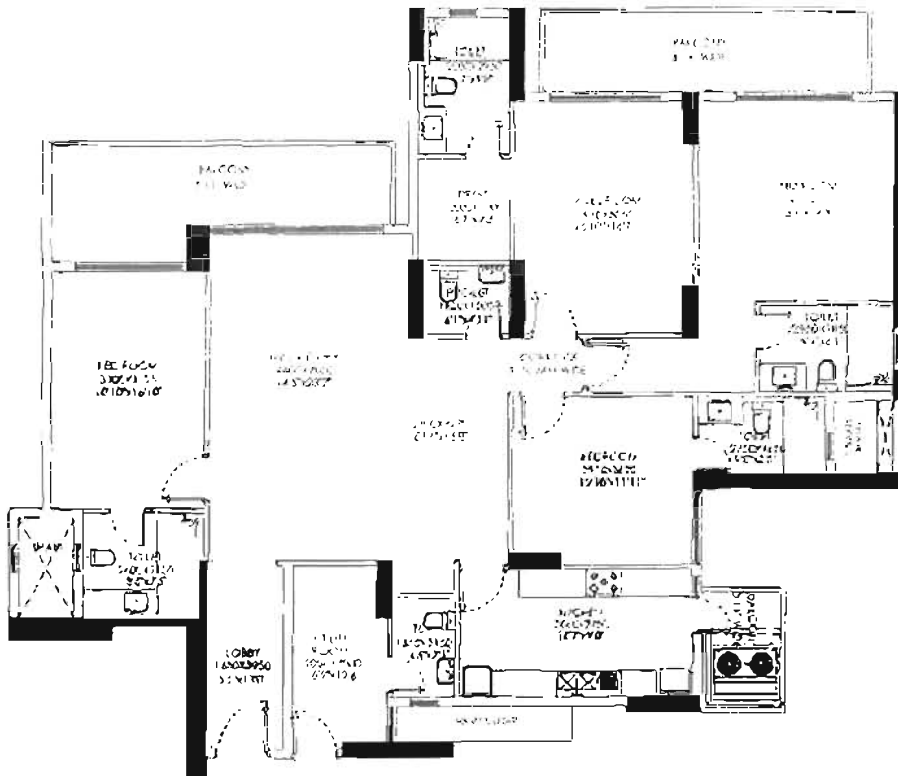
TENTATIVE PLAN OF APARTMENT NO. 4 IN BLOCK-E
TENTATIVE PLAN OF APARTMENT NO. 1 IN BLOCK-F
TENTATIVE SALEABLE AREA = 246.291 SQM OR 2651 SFT.



TENTATIVE PLAN OF APARTMENT NO. 1 & 4 IN BLOCK D
TENTATIVE SALEABLE AREA - 24,852 SQM OR 2615 SFT.

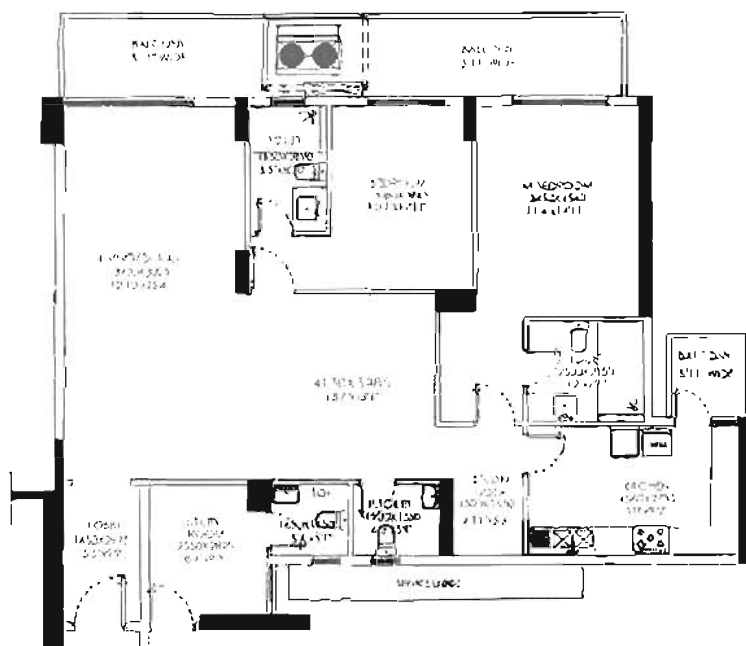


TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK D
TENTATIVE SALEABLE AREA - 25,106 SQM OR 2767 SFT.



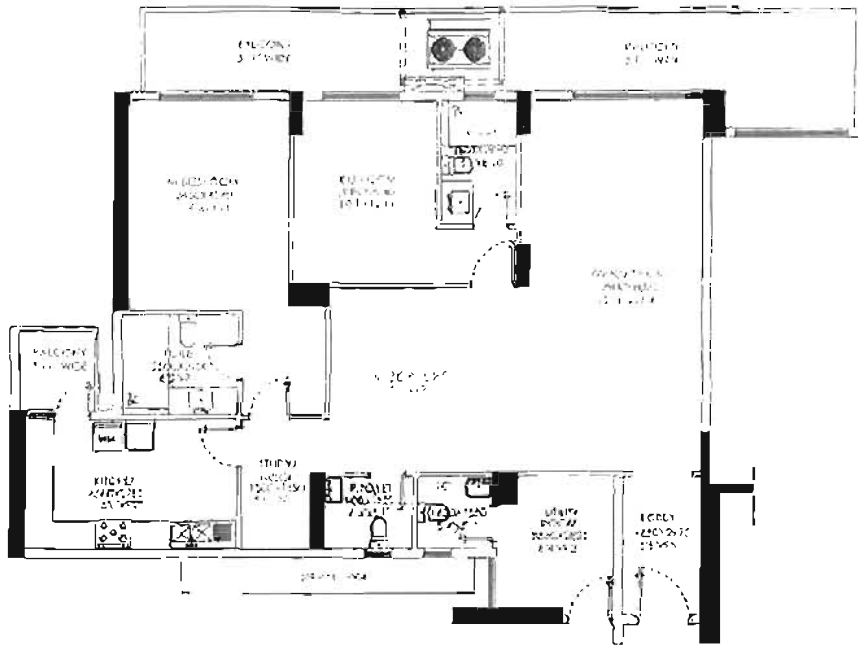
TENTATIVE PLAN OF APARTMENT NO. 3 IN BLOCK-D
TENTATIVE PLAN OF APARTMENT NO. 3 IN BLOCK-E
TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK-F

TENTATIVE SALEABLE AREA - 286.879 SQM OR 3088 SFT.



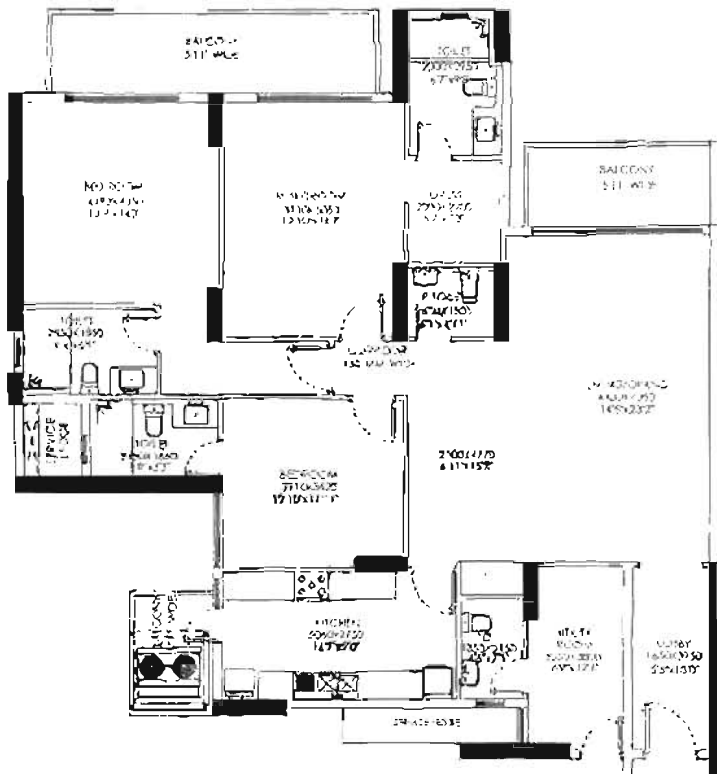
TENTATIVE PLAN OF APARTMENT NO. 1 IN BLOCK-E
TENTATIVE PLAN OF APARTMENT NO. 4 IN BLOCK-F

TENTATIVE SALEABLE AREA 206.738 SQM OR 2225 SFT.



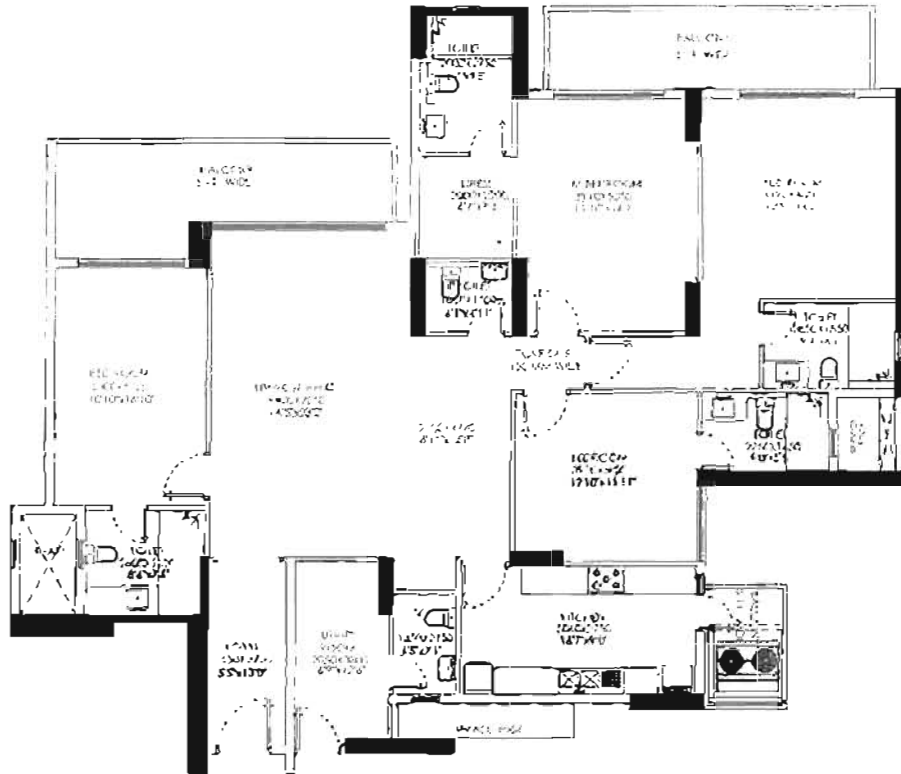
TENTATIVE PLAN OF APARTMENT NO. 2 IN BLOCK-F
TENTATIVE PLAN OF APARTMENT NO. 3 IN BLOCK-F

TENTATIVE SALEABLE AREA - 218.272 SQM OR 2349 SFT.



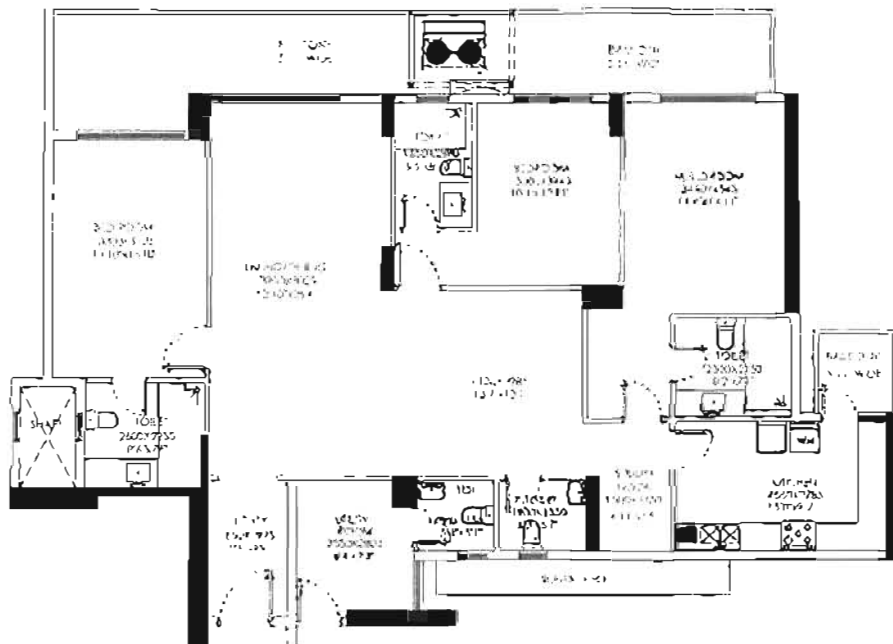
TENTATIVE PLAN OF APARTMENT NO. 4 IN BLOCK-F
TENTATIVE PLAN OF APARTMENT NO. 1 IN BLOCK-F

TENTATIVE SALEABLE AREA = 245.633 SQM OR 2644 SF



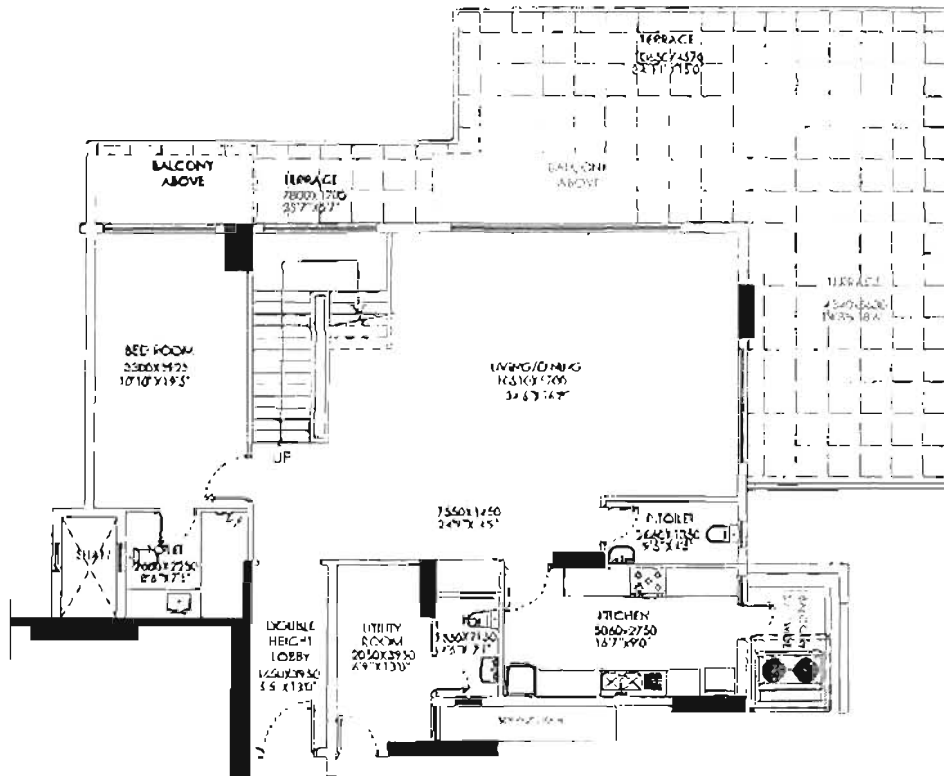
TENTATIVE PLAN OF APARTMENT NO. 1, 2, 3 & 4 IN BLOCK-D
TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-E
TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-F

TENTATIVE SALEABLE AREA = 286 230 SQM OR 308' SFT.



TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-F
TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-F

TENTATIVE SALEABLE AREA = 247.337 SQM OR 2662 S-F



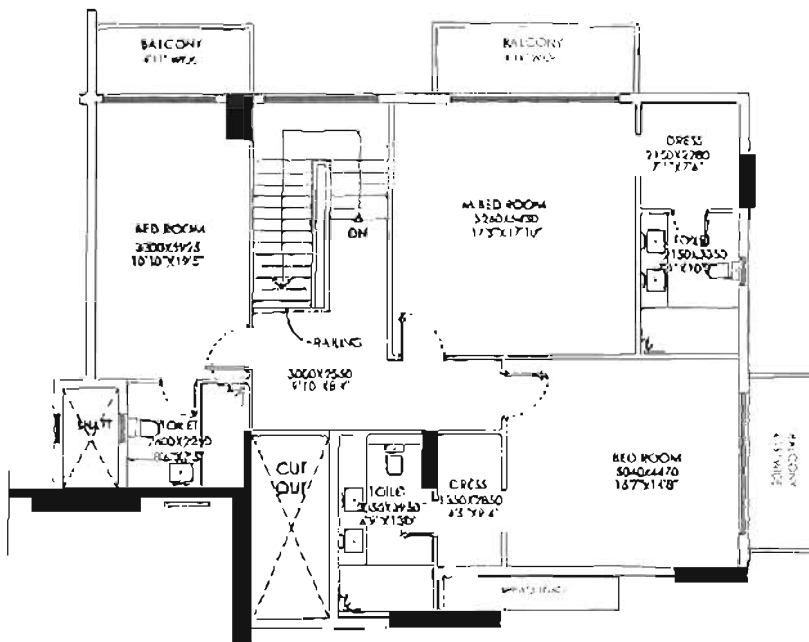
TENTATIVE PLAN OF APARTMENT NO. 1, 2, 3 & 4 IN BLOCK-D

TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-E

TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-F

TENTATIVE SALEABLE AREA = 160 169 SQM OR 4953 SF.

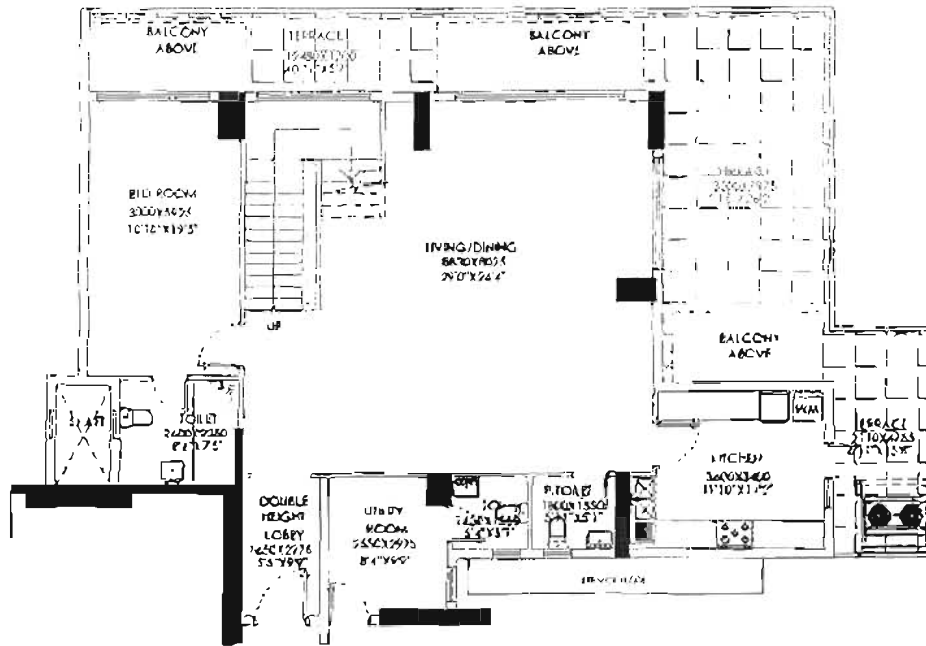
UPPER LEVEL OF PENTHOUSE



TENTATIVE PLAN OF APARTMENT NO. 1, 2, 3 & 4 IN BLOCK-D

TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-E

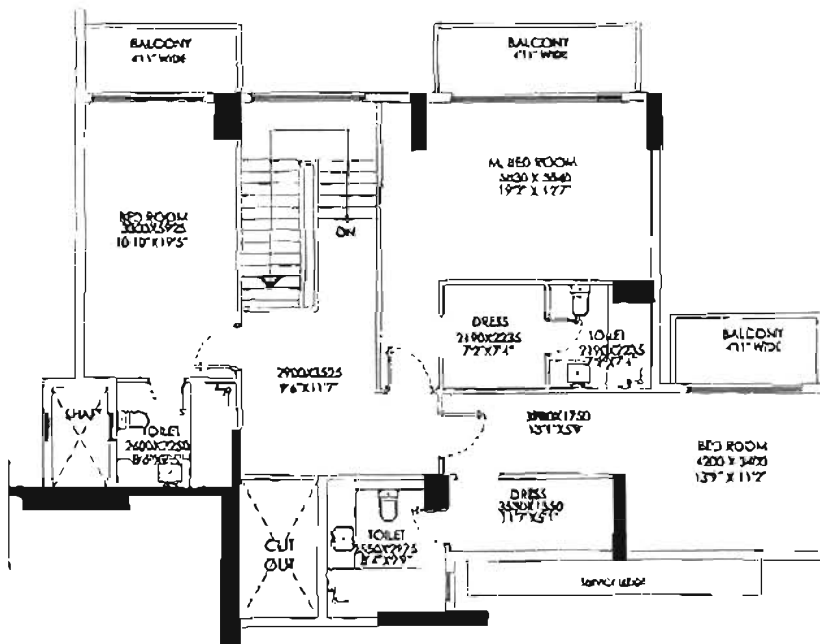
TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-F



TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-E
TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-F

TENTATIVE SALEABLE AREA = 417.875 SQM OR 4498 SFT.

UPPER LEVEL OF PENTHOUSE

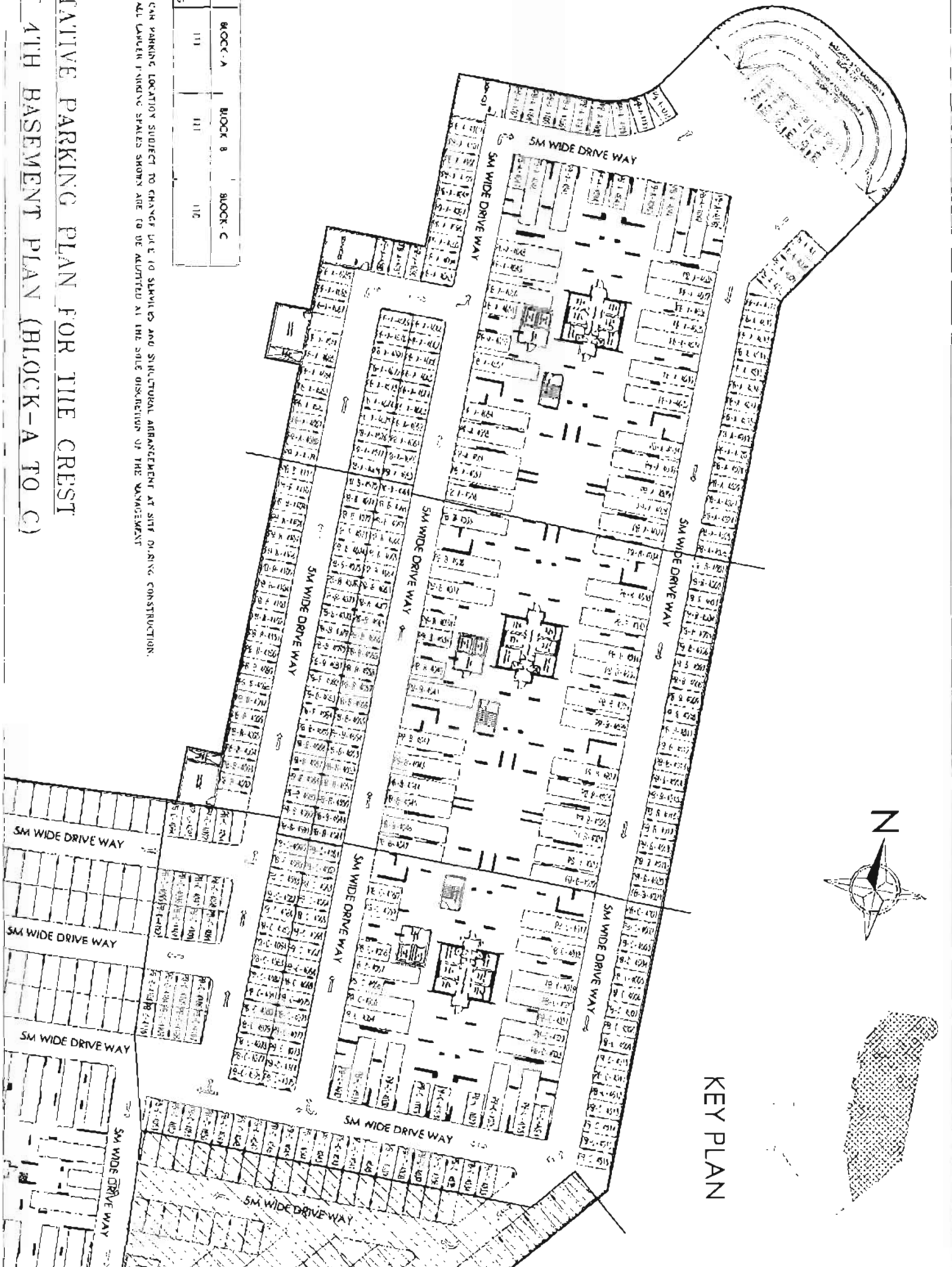


TENTATIVE PLAN OF APARTMENT NO. 1 & 2 IN BLOCK-E
TENTATIVE PLAN OF APARTMENT NO. 3 & 4 IN BLOCK-F

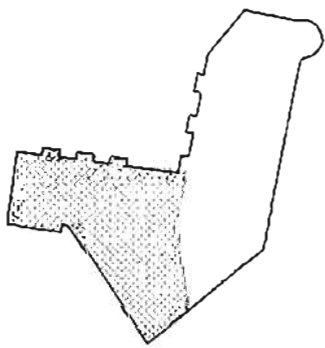
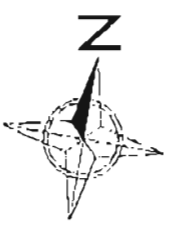
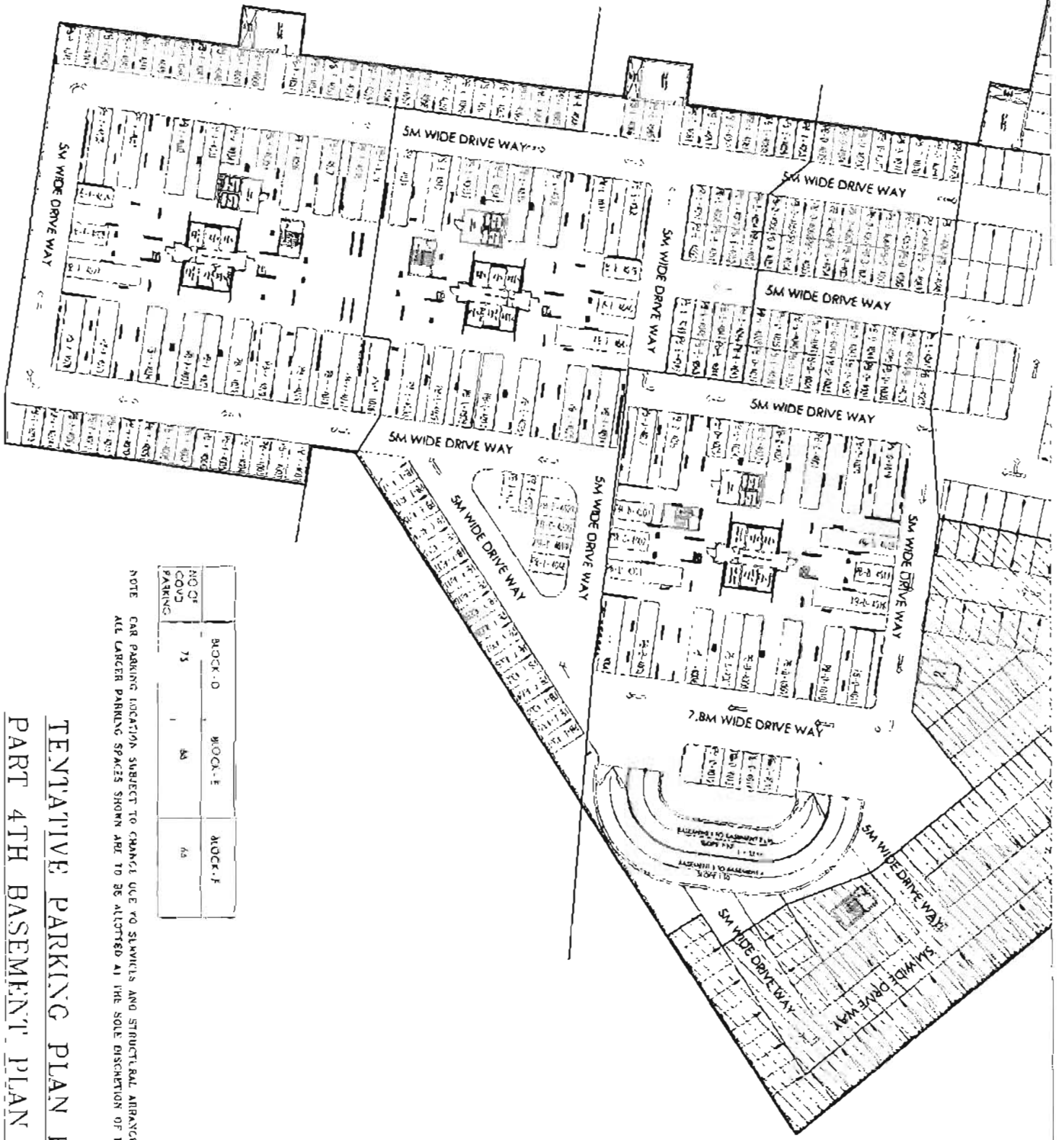
TENTATIVE PARKING PLAN FOR THE CREST
 PART 4TH BASEMENT PLAN (BLOCK-A TO C)

NO OF COVD PARKING	BLOCK A	BLOCK B	BLOCK C
	111	111	112

NOTE: CAR PARKING LOCATION SUBJECT TO CHANGE DUE TO SERVICES AND STRUCTURAL ARRANGEMENT AT SITE DRAINING CONSTRUCTION.
 ALL LAUNCH PARKING SPACES SHOWN ARE TO BE ADJUSTED AT THE SOLE DISCRETION OF THE MANAGEMENT.



KEY PLAN



KEY PLAN

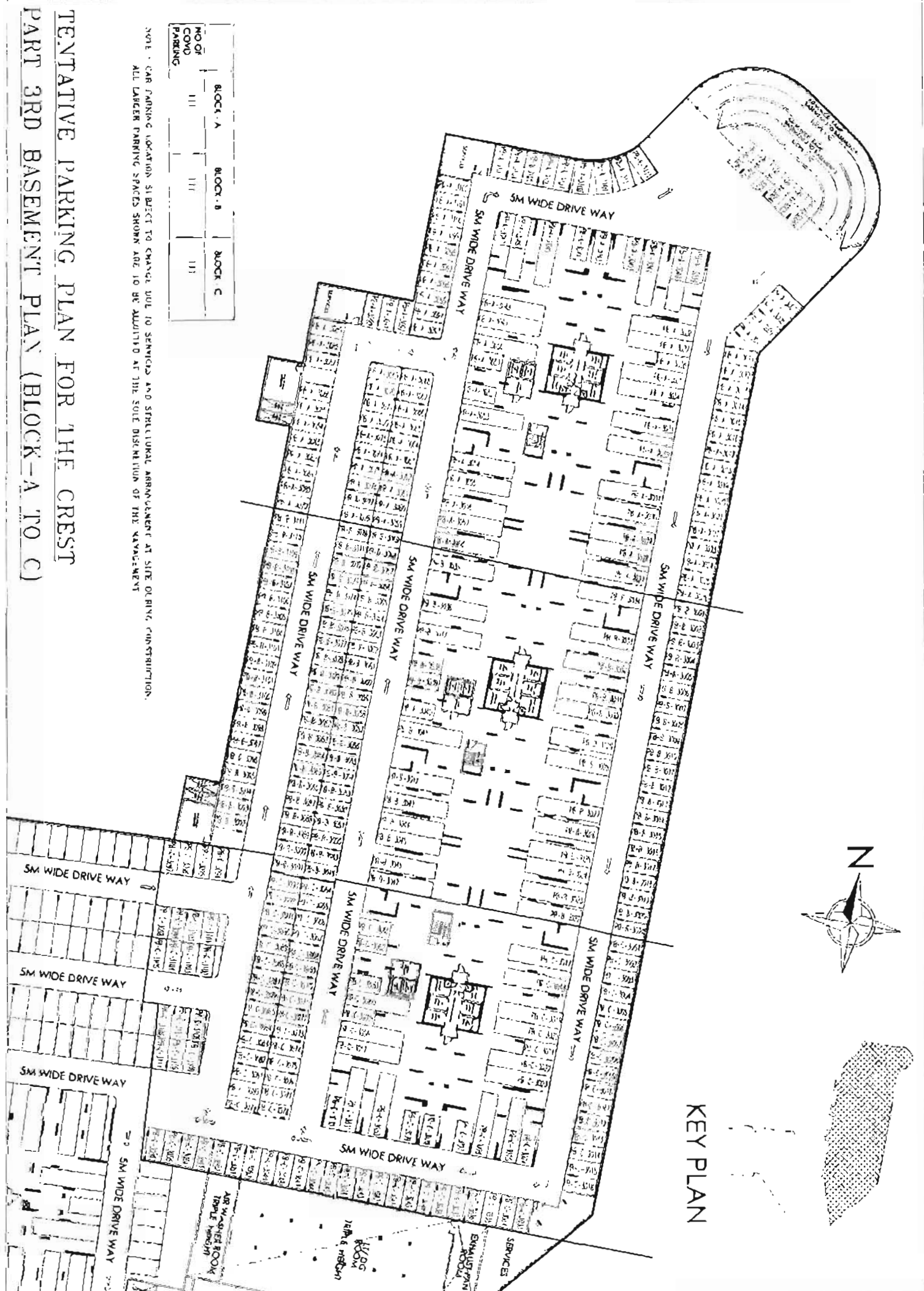
NO. OF COURT PARKING	BLOCK - D	BLOCK - E	BLOCK - F
75	84	64	

NOTE CAR PARKING LOCATION SUBJECT TO CHANGE USE TO SIGNALLS AND STRUCTURAL ARRANGEMENT AT SITE UPON CONSTRUCTION.
 ALL CARPER PARKING SPACES SHOWN ARE TO BE ALLOTTED AT THE SOLE DISCRETION OF THE MANAGEMENT.

TENTATIVE PARKING PLAN FOR THE CREST
 PART 4TH BASEMENT PLAN (BLOCK-D TO F)



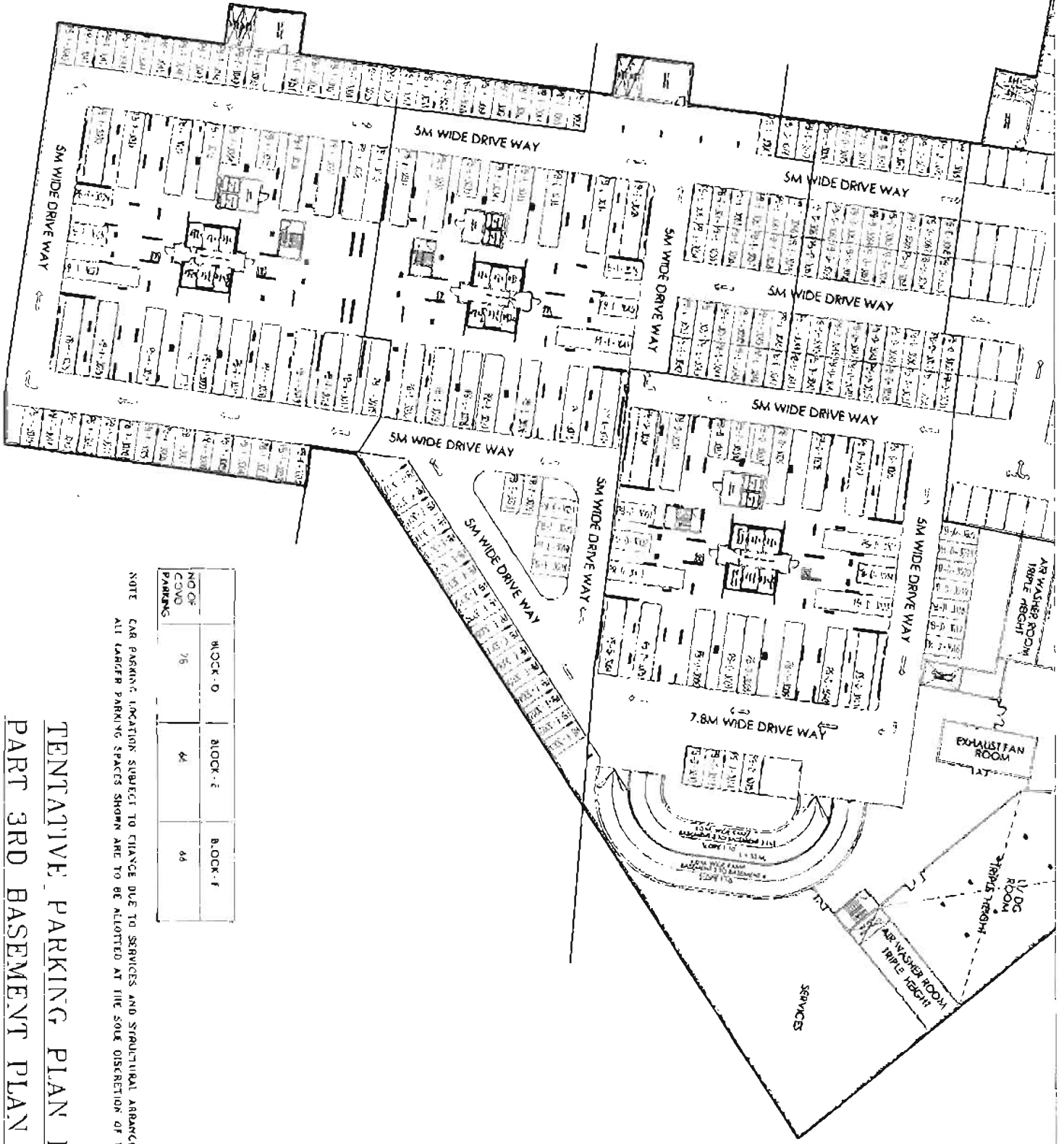
KEY PLAN



NO OF COVD PARKING	BLOCK A	BLOCK B	BLOCK C
III	III	III	III

NOTE - CAR PARKING LOCATION SUBJECT TO CHANGE DUE TO SERVICES AND STRUCTURAL ARRANGEMENT AT SITE DURING CONSTRUCTION.
ALL LARGER PARKING SPACES SHOWN ARE TO BE ADJUSTED AT THE SOLE DISCRETION OF THE MANAGEMENT.

TENTATIVE PARKING PLAN FOR THE CREST
PART 3RD BASEMENT PLAN (BLOCK-A TO C)

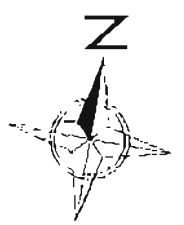
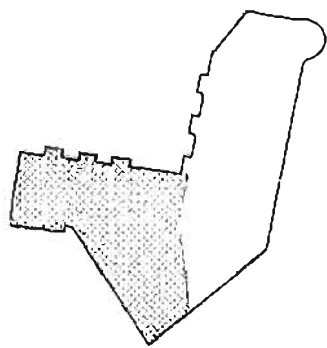


NO. OF CAR PARKING	BLOCK - D	BLOCK - E	BLOCK - F
75	64	66	

NOTE CAR PARKING LOCATION SUBJECT TO CHANGE DUE TO SERVICES AND STRUCTURAL ARRANGEMENT AT SITE DURING CONSTRUCTION.
 ALL CARPARK PARKING SPACES SHOWN ARE TO BE ALLOTTED AT THE SOLE DISCRETION OF THE MANAGEMENT

TENTATIVE PARKING PLAN FOR THE CREST
 PART 3RD BASEMENT PLAN (BLOCK-D TO F)

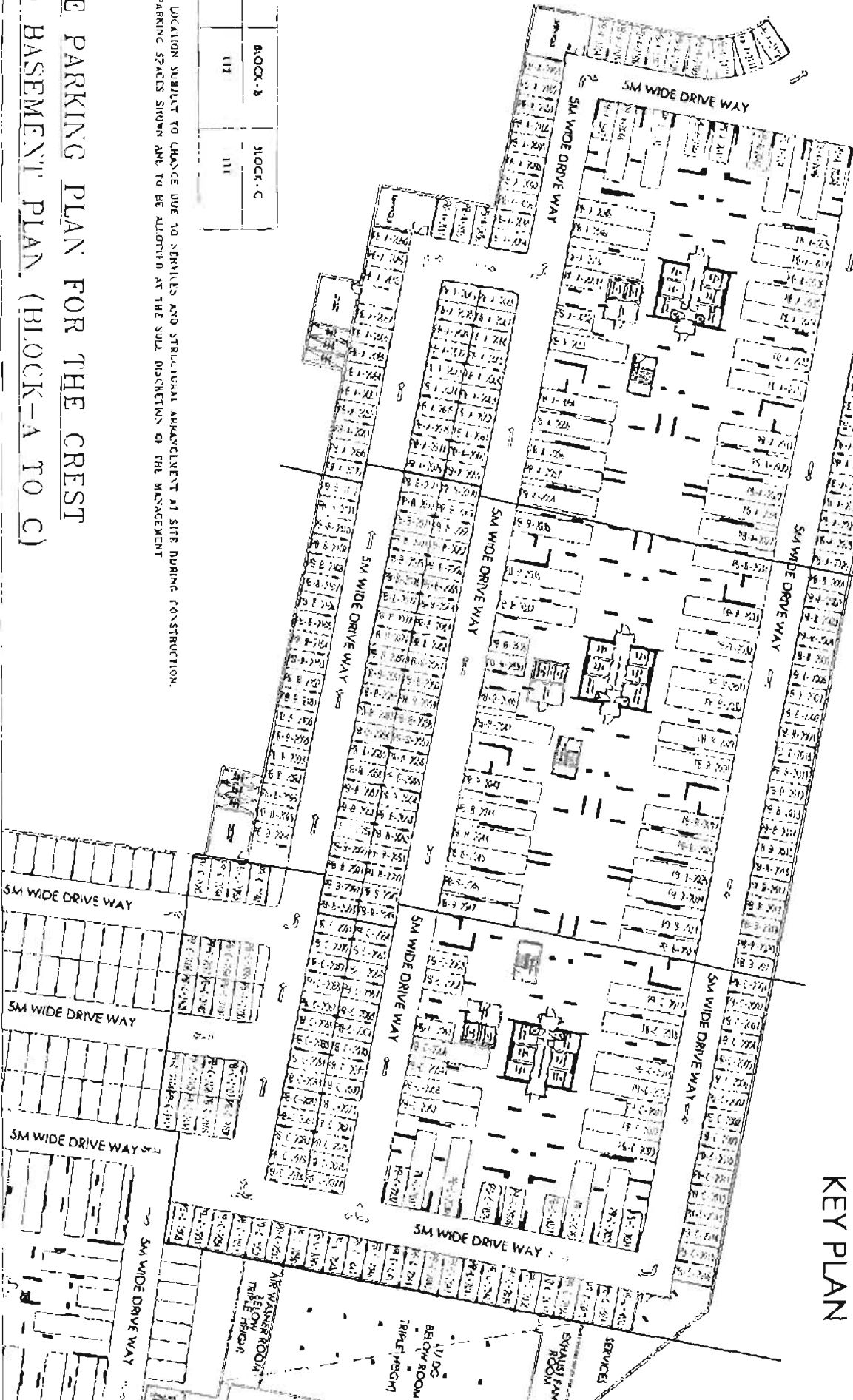
KEY PLAN



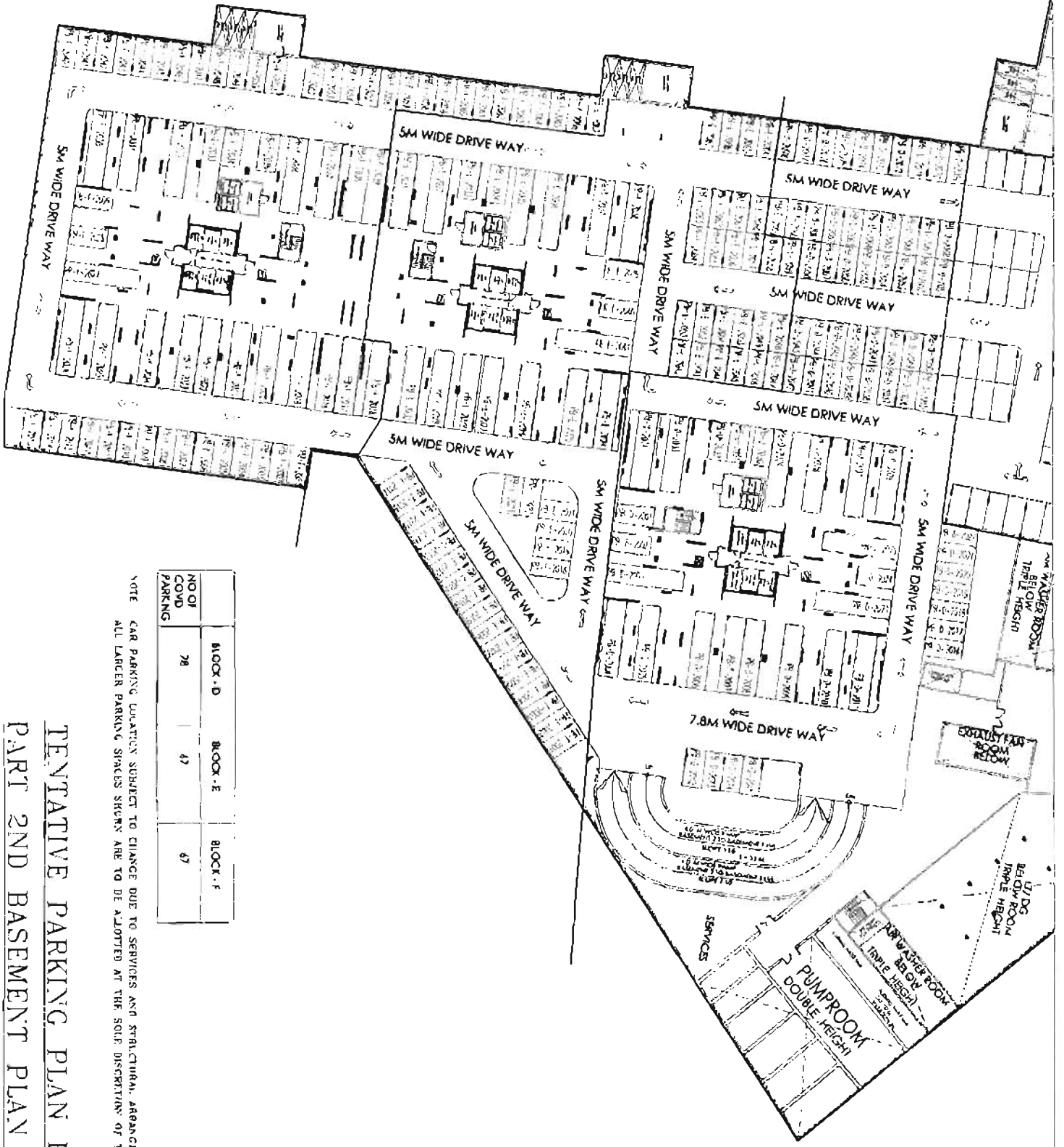
TENTATIVE PARKING PLAN FOR THE CREST
 PART 2ND BASEMENT PLAN (BLOCK-A TO C)

NO OF COVD PARKING	BLOCK-A	BLOCK-B	BLOCK-C
112	112	111	

NOTE: CAR PARKING LOCATION SUBJECT TO CHANGE DUE TO SERVICES AND STRUCTURAL ARRANGEMENT AT SITE DURING CONSTRUCTION.
 ALL PARKING SPACES SHOWN ARE TO BE ALLOTTED AT THE SOLE DISCRETION OF THE MANAGEMENT.



KEY PLAN

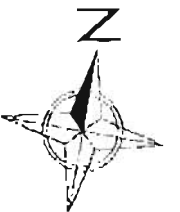
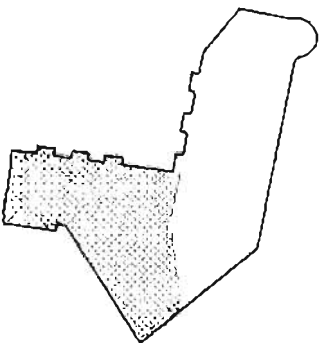


NO. OF COND. PARKING	BLOCK - D	BLOCK - E	BLOCK - F
78	47	67	

NOTE: CAR PARKING LOCATION SUBJECT TO CHANGE DUE TO SERVICES AND STRUCTURAL ARRANGEMENT AT SITE DURING CONSTRUCTION. ALL LARGER PARKING SPACES SHOWN ARE TO BE ALLOTTED AT THE SOLE DISCRETION OF THE MANAGEMENT.

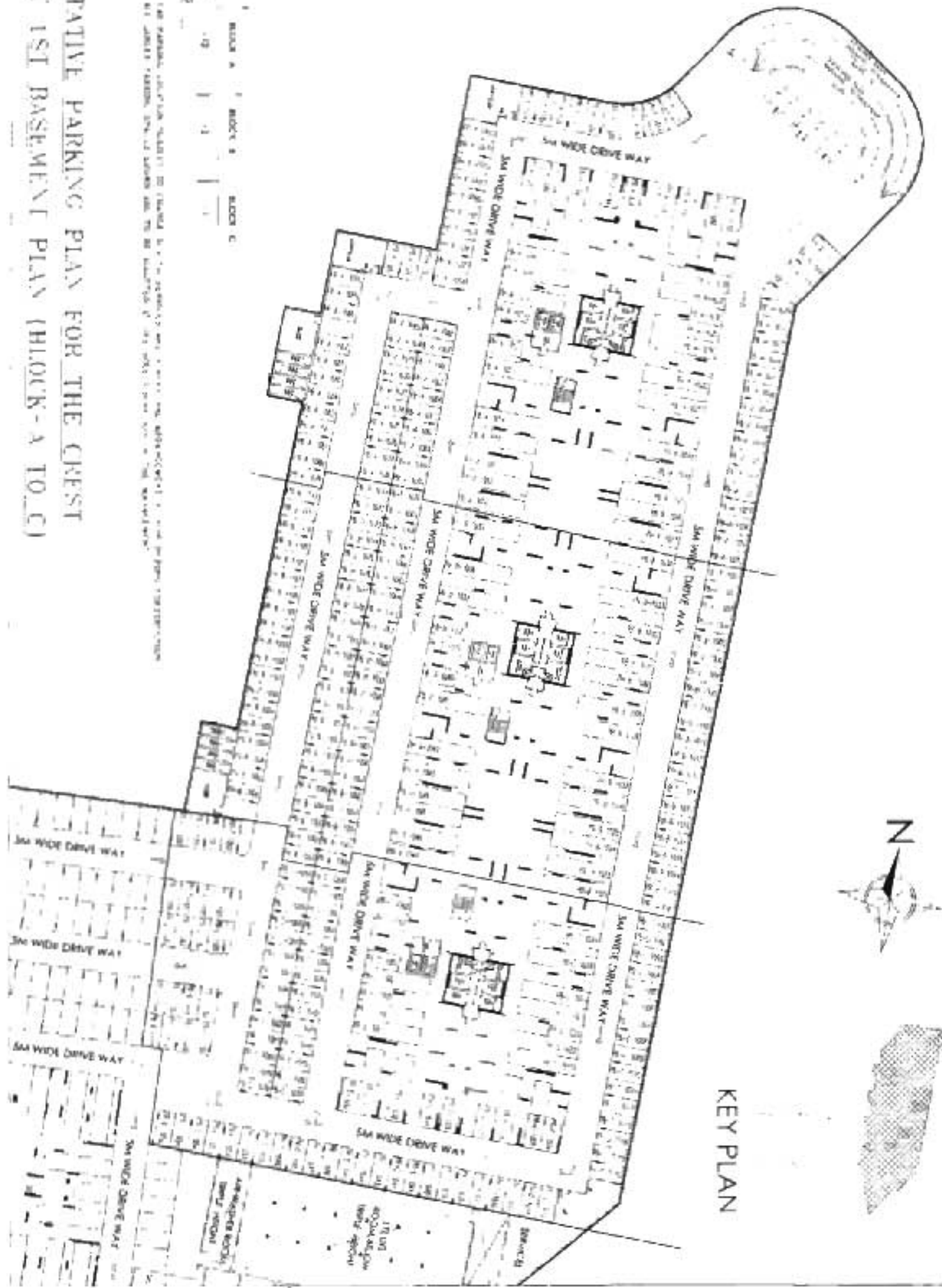
TENTATIVE PARKING PLAN FOR THE CREST
 PART 2ND BASEMENT PLAN (BLOCK-D TO F)

KEY PLAN

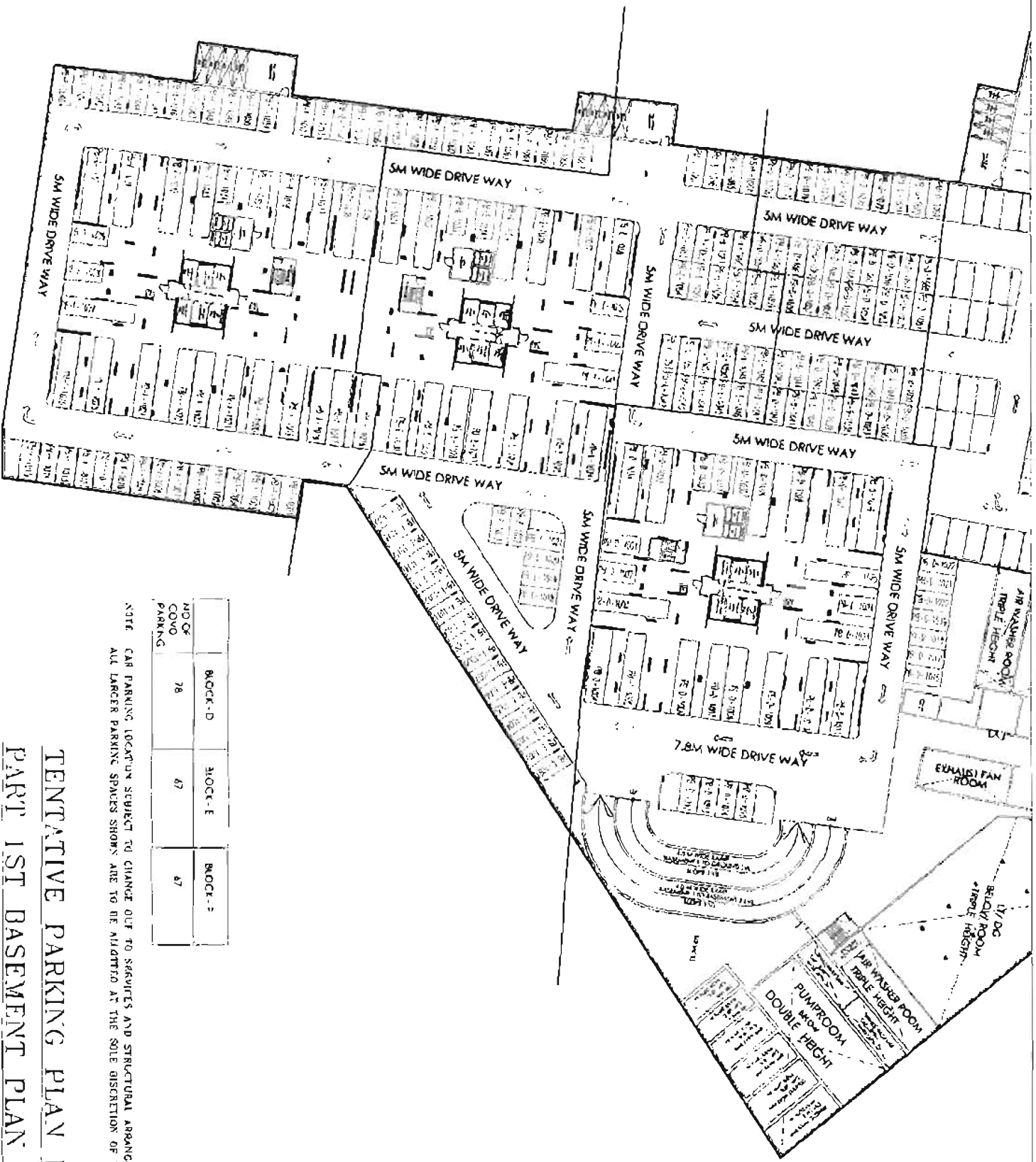


TENTATIVE PARKING PLAN FOR THE GUEST
 PART 1ST BASEMENT PLAN (BLOCK - A TO C)

NOTES: 1. SEE GENERAL CONDITIONS ATTACHED TO DRAWING FOR ALL SPECIFICATIONS AND CONDITIONS OF CONTRACT. 2. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL NECESSARY SERVICES AND UTILITIES. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL NECESSARY SERVICES AND UTILITIES.



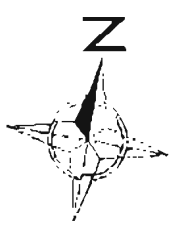
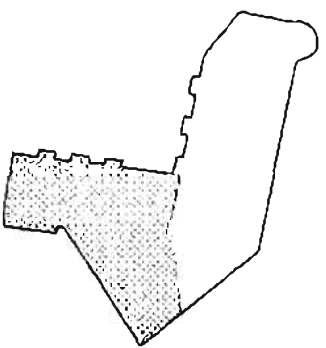
KEY PLAN



NO OF COVD PARKING	BLOCK-D	BLOCK-E	BLOCK-F
78	47	47	

NOTE: CAR PARKING LOCATIONS SUBJECT TO CHANGE OUT TO SERVICES AND STRUCTURAL ARRANGEMENT AT SITE DURING CONSTRUCTION. ALL LARGER PARKING SPACES SHOWN ARE TO BE ADJUSTED AT THE SOLE DISCRETION OF THE MANAGEMENT.

KEY PLAN



TENTATIVE PARKING PLAN FOR THE CREST
 PART 1ST BASEMENT PLAN (BLOCK-D TO F)

ANNEXURE VII

MAINTENANCE AGREEMENT

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

AMONGST

1) DLF ----- registered under the Companies Act, 1956 having its registered office at -----, Gurgaon and head office at ----- (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) ----- 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 President -----, Gurgaon-122018 of the Second Part;

AND

3) M/s. DLF ----- a Company incorporated under the Companies Act, 1956 having its registered office/place of business at ----- (hereinafter referred to as the "**Maintenance Agency**", 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, ----- of the Third 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 Fourth 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 dated-----
----- 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/Maintenance Agency 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/ Maintenance Agency/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 Interest actually realised during the each financial year on fixed deposits from State Bank of India or any other schedule Bank, 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.

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 ten (10) years from the date of execution of this Agreement. Such Period will automatically be extended by a similar period at the expiry of each preceding Period.

“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, concierge 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 + 20% as overhead costs/ service charges.

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 “-----
----- Phase-V, Gurgaon, constructed on the Said Portion of Land.

“Said Portion of Land” shall mean a land admeasuring ----- acres (approx) in Zone-----, Phase-V, DLF City situated at Gurgaon, Haryana.

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

1. 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).
- C. Providing the Concierge services which may include amongst others, the following:
- a) Information relating to weather forecast, banking, home delivery etc.
 - b) Entertainment arrangements
 - c) Travel co-ordination
 - d) Errand services and delivery
 - e) Personal services
 - f) Life style services

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. However, the Maintenance Charges have been billed from _____, that is the date much after the receipt of occupation certificate.

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 DLF City 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.
- iii) Maintenance Agency shall also bill to all the Users of the Said Complex as per the BTU meter reading on account of consumption of HVAC units, monthly, inside their respective Said Apartment and Balance units shall be

treated as common area maintenance charges and billed to individual Users in proportion to the super area of their respective apartments.

- iv) The Maintenance Agency shall bill the User for providing the “Concierge Service Desk” including Life style services.

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 case of delay/default by the User in payment of Electricity and maintenance by due date, Maintenance Agency shall charge 24% p.a. Interest on period of delays on all such delays/defaults.
- 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 @ -----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 Thirty (30) 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 ----- 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 payments within the stipulated time from all the users, in no event less than 80% of the actual users. In the event there is a default by more than 20% of the apartment owners or such number as the Maintenance Agency may in its sole , absolute and unfettered discretion decide as being the number, to pay the Maintenance Charges/ utility payments 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 tenantable 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.

- (vi) The User shall grant permission to the representative of the Maintenance Agency in case of emergency threatening his unit or originating in his unit threatening other units above below or adjacent to his unit. The user shall permit other owners or their representatives when so required, to enter his unit for the purpose of performing installation, alteration, or repairs to the mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner in case of emergency, such right of entry shall be immediate.

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) This agreement shall stand automatically renewed for a term equivalent to the initial period on the expiry of each term. However, if the user and 75% of the apartment owners give a notice of non-renewal of this agreement in writing to the Maintenance Agency, six (6) months prior to the expiry of any term, this agreement will come to an end on the expiry of that term.
- (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 / Company 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 New Delhi 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.

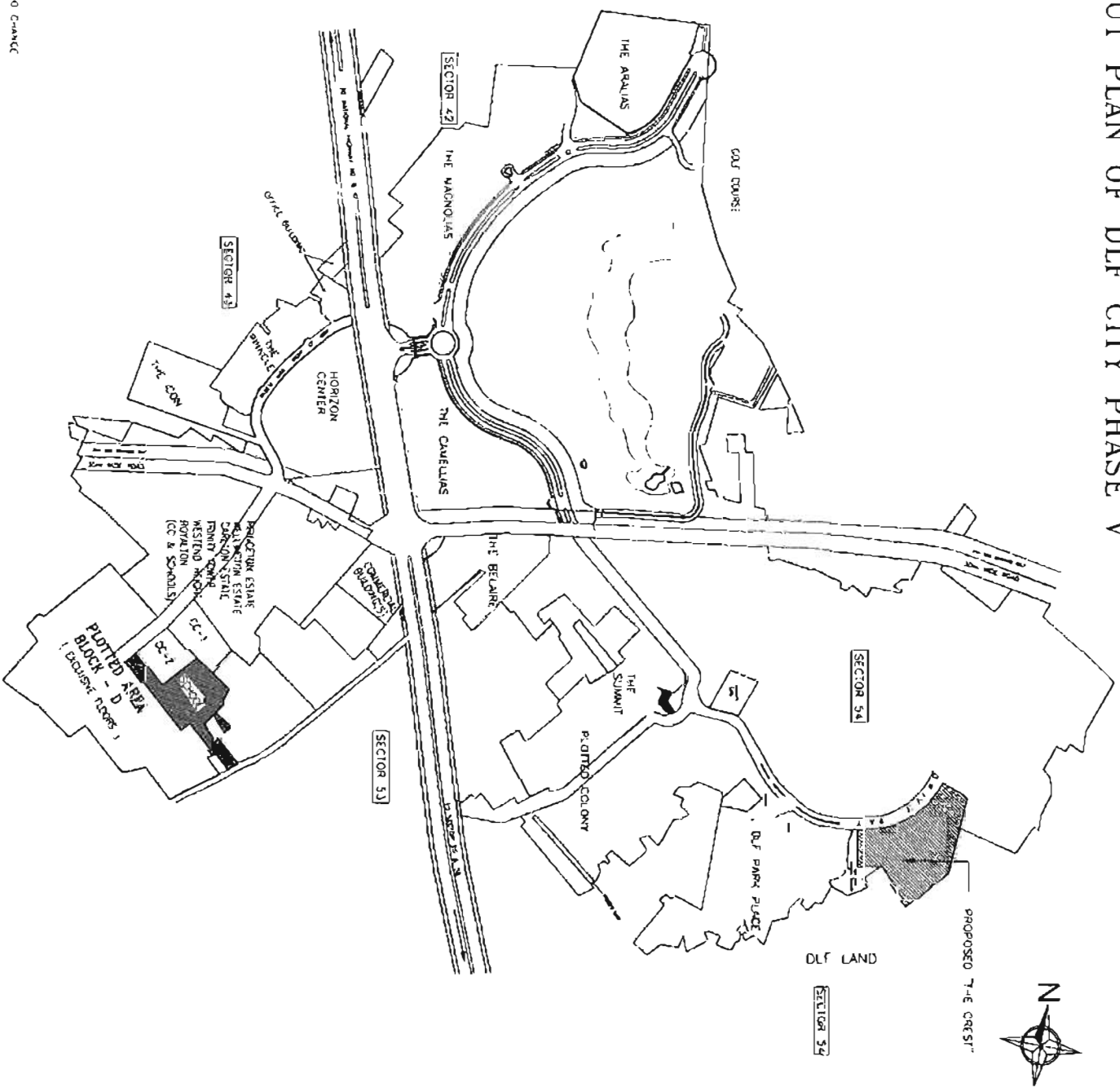
in the presence of

WITNESSES	For and on behalf of M/s DLF Limited_____
1. Signature_____	(AUTHORISED SIGNATORY)
Name_____	For and on behalf of
Address_____	M/s DLF-----.

2. Signature_____	(AUTHORISED SIGNATORY)
Name_____	
Address_____	
_____	Mr./Mrs./M/s_____

[User(s)]

PROPOSED TENTATIVE LAYOUT PLAN OF DLF CITY PHASE V



NOTE -
 THE PROPOSED LAY OUT PLAN AS SHOWN HEREIN HAS BEEN APPROVED BY THE DIRECTOR, TOWN & COUNTRY PLANNING, HARYANA CHANDIGARH AND ANY CHANGES / DIRECTIONS / CONDITIONS IMPOSED BY THE DIRECTOR, TOWN & COUNTRY PLANNING, HARYANA CHANDIGARH WHILE APPROVING THE LAY OUT PLANS SHALL BE BINDING ON BOTH THE APARTMENT ALLOTTEE AND THE COMPANY. IT IS CLARIFIED BY THE COMPANY AND AGREED BY THE APARTMENT ALLOTTEE THAT WHILE CARRYING OUT SUCH CHANGES IN PROPOSED LAY OUT PLAN, THE COMPANY SHALL MAKE NO REFERENCE TO THE APARTMENT ALLOTTEE AND NO CONSENT OF THE APARTMENT ALLOTTEE WILL BE TAKEN.
 THE LAY OUT AS MAY BE APPROVED BY THE DIRECTOR, TOWN & COUNTRY PLANNING, HARYANA CHANDIGARH FROM TIME TO TIME SHALL AUTOMATICALLY SUPERSEDE THE PROPOSED TENTATIVE LAY OUT PLAN SHOWN HEREIN AND FORM A PART OF THIS AGREEMENT. AS ANNEXURE -I-

NOTE
 ALL LAYOUTS ENTRIES, CIRCULATION AREAS / DRIVEWAYS SHOWN ARE TENTATIVE AND SUBJECT TO CHANGE

ANNEXURE-II (of Annexure VII)

APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

NO.

DATE:

CONNECTION NO.:

To

The Manager,

DLF City, Gurgaon

The Allottee agrees to take from _____, (hereinafter called “_____”) at the Said Apartment stated below, supply of Electrical Energy not exceeding the connected load/contract demand of the Allottee’s installation as below. The Allottee hereby further agrees to pay for the said supply in accordance with the rates and charges laid down in the Schedule of tariff, prescribed by _____ from time to time. The Allottee assures that the Allottee shall when required by _____ to do so, lodge with its office a security deposit and charges as mentioned in Schedule of tariff.

The Allottee hereby declares that the Terms and Conditions of supply of Electrical Energy including Schedule of tariff as stated in this Application, have been signed and understood by the Allottee and the Allottee agrees to be bound by them strictly in accordance with these Terms and Conditions, which form an integral part of this Application.

Schedule of Energy Electrical Load

Type of Load	Quantity	Wattage Each	Total Watts
Light Points			
Fan Points			

Light Plug Points			
Power Plug Point			
Air Conditioners			
Room Coolers			
Water Heaters			
Heating Equipments			
Motors			
Refrigeration			
Others			

Total connected load not to exceed ___ KVA
 Contract Demand Load – Not to exceed ___ KVA
 Supply required single phase

.....

Signature of Applicant
 (Name and Address)

For Use of _____
 Contract of supply is _____ KW subject to the Terms and Conditions and schedule of Tariff accepted on behalf of _____.

AUTHORISED SIGNATORY

TERMS AND CONDITONS OF SUPPLY OF ELECTRICAL ENERGY

_____ shall, after receiving permission for bulk supply of electrical energy from ----- or any other licensing and/or Regulatory Authority, and also having standby captive generator sets along with the operational and maintenance responsibility of the electrical system, agrees to supply/distribute the electrical energy to Mr./Mrs./Ms _____ (hereinafter referred to as "User") based on the following terms and conditions;

1. **Definitions:**

- (a) "Act" means the Indian Electricity Act, 1910 as amended from time to time.
- (b) "User" _____ means Mr./Mrs./Ms. _____
- (c) "_____" means the _____., being the distributing agency and its nominees, assignees, administrators, successors, etc.
- (d) "Connected Load" means the sum of the rated capacities of all the energy consuming apparatus in the User's installation.
- (e) "Contract Demand" means the maximum demand load projected by the User at the time of Application.
- (f) "Electrical Energy Charges" shall mean charges for energy consumed by the User whether supplied by _____ from ----- source or through standby DG Set(s) etc. and is applicable to the units consumed by the User in any month.
- (g) "Month" shall mean a Calendar month.
- (h) "Supply Act" shall mean The Electricity (Supply) Act 1948, as amended from time to time.

- (i) "Said Apartment " shall be the Apartment allotted to the Allottee alongwith exclusive right to use the earmarked parking space(s).
- (j) "Rules" shall mean the Indian Electricity Rules, 1956 as amended from time to time.

2. **Acceptance of Application:**

- (a) After the application is accepted by Maintenance Agency, the User shall pay a security deposit as may be demanded by Maintenance Agency which may correspond to the deposit paid/payable to ----- by Maintenance Agency. The User also undertakes to make deposit towards hire of the electricity meter to be provided by Maintenance Agency.
- (b) As Maintenance Agency shall, on behalf of the occupants of the Said Complex, including the User, apply for permission to distribute the electrical energy to the Said Apartment/Said Complex. The User in pursuance to the requirements of ----- and that of this Application, undertakes not to apply to ----- directly for supply of any electrical energy to the Said Apartment .

3. **Point of Supply:**

Maintenance Agency shall give the supply of energy to the User at one point as Maintenance Agency may decide and the switch board and meters etc. on the Said Apartment for the reception of Maintenance Agency's supply shall be erected by Maintenance Agency. The User undertakes to pay on demand to Maintenance Agency, installation charges, testing charges, meter charges, as set out in the schedule of tariff annexed to this Agreement. All the installations of Maintenance Agency shall be maintained in good condition by the User.

4. **Approval of User's installation:**

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

5. **Wiring Conditions:**

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

6. **Extension to the User's Installation:**

In the event of any unauthorized extension to the installation or of any unauthorized increase in contracted demand or sub-letting by the User, Maintenance Agency shall be entitled do disconnect the supply to the Said Apartment and in the event of any damage to Maintenance Agency's system resulting from

such unauthorized extensions, the User shall pay to Maintenance Agency all expenses on account of and connected with such damage as determined by Maintenance Agency.

7. Defects in the User's Installation:

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

8. Meters:

- (a) A correct meter shall be installed, sealed, maintained by the Maintenance Agency at each point of supply at the Said Apartment of the User and shall remain the property of Maintenance Agency so long as the Contract of supply subsists. Maintenance Agency reserves to itself the right to fix the position of the said meter.
- (b) The said meter, shall not be connected, disconnected or unsealed by any person other than Maintenance Agency's authorized employees. The User shall ensure that meter seal is not broken or tampered with.
- (c) The authorized employee of Maintenance Agency shall be allowed by the User have access to and be at liberty to read, inspect, test and if considered necessary remove the meter for testing etc.
- (d) If the User requires the said meter to be removed, he/she shall give notice to that effect in writing to Maintenance Agency, which may comply with such notice subject to the User paying prescribed charges in advance.

- (e) Should the User dispute the accuracy of the said meter, it may upon giving notice in writing to Maintenance Agency and paying in advance a prescribed fee, cause a test of the meter to be made by Maintenance Agency and if on such test being made the meter should prove to be not correct, Maintenance Agency may adjust the User's account with retrospective effect for a period of not exceeding ____ months immediately preceding the date of such test or the date of removal of such a meter for purpose of test as may be considered appropriate by Maintenance Agency in its sole discretion. Should the meter prove to be correct, the amount paid by the User for the test will stand forfeited.
- (f) In case Maintenance Agency, at any time, detects the meter at the Said Apartment to be incorrect, Maintenance Agency shall cause a test of the said meter carried out, and in case the meter proves to be not correct, the User's account will be adjusted, as described above in sub-clause (e) above.
- (g) Subject to the provision of sub-clause (e) and (f) above, the supply consumed by the User as indicated by the meter shall be binding on the User.
- (h) If Maintenance Agency at any time detect the meter at a User's Apartment to be in-operative (or the User so informs Maintenance Agency), it shall be replaced with a correct meter. The electricity supplied to the User during the period in which the said meter had ceased to function shall be determined by taking average consumption for the last three months preceding the period in which the meter had ceased to function, or the average of the corresponding months of the preceding year, whichever is higher.

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

9. **Liability of the User for damage to Maintenance Agency's Apparatus:**

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

10. **Prejudicial Use of Supply:**

- (a) The User shall not keep connected to Maintenance Agency supply, any apparatus which Maintenance Agency may deem to be likely to interfere with or affecting injuriously Maintenance Agency's supply to other users.
- (b) The User shall not keep unbalanced loading on the three phases of the supply taken from Maintenance Agency, the maximum permissible difference in current between any two phases being five percent.
- (c) The User shall not make such use of the supply given by Maintenance Agency as to interfere with the safety or efficient working of Maintenance Agency's supply lines or other works, or to act prejudicially to Maintenance Agency in any manner whatsoever.

11. **Discontinuance of Supply:**

- (a) Maintenance Agency reserves the right to discontinue supply to the User by giving seven (7) days notice in writing if the User defaults in making payment of the bill on due date or there are reasons to believe that the User is contravening any of the provisions of the Act or of these conditions of supply or is committing a breach of this Agreement.
- (b) Theft of Energy: In case any representative of Maintenance Agency detects any theft/pilferage of electrical energy on the Said Apartment, its connection is liable to be disconnected immediately without any notice.

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

12. **Failure of Supply:**

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

13. **Security Deposit:**

Before commencement of supply of electrical energy to the Said Apartment, the User shall be liable to pay to Maintenance Agency, interest-free Security Deposit, Meter Hire Charges and other charges as set out in the schedule of tariff attached as Annexure-II to this Agreement.

The User agrees to pay/reimburse to Maintenance Agency further deposits as may be demanded by HPSEB/HPERC from Maintenance Agency under the Bulk Supply Scheme applicable to the Said Complex.

The User agrees that he/she shall pay on demand such security deposits as may be demanded by Maintenance

Agency, if the User habitually defaults in the payment of his/her bills.

14. **Bills:**

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

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

15. **Right of Maintenance Agency to nominate/assign/entrust the Work of Supply of Electrical Energy:**

The User agrees that the User shall not object if Maintenance Agency at any time, in its sole discretion hands over/nominates/assigns/entrusts work of supply of electrical energy to such nominee/assignee, other body corporate, agency, Association/Society of Apartment/Shop owners etc. as it may in its sole discretion deem fit, and in the event this Agreement shall continue to be valid and enforceable between the nominee/assignee, other body corporate, agency, society of occupants etc. and the User.

16. **Interpretation:**

The conditions of supply shall be subject to this Agreement, Maintenance Agreement, the Act and the Supply Act. However, nothing in these terms and conditions shall abridge or prejudice the rights of the parties as may be available under any law in force in India.

17. **Schedule of Tariff & Charges and Rights of Maintenance Agency to Revise the Schedule of Tariff and Charges:**

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

18. **Access to Said Apartment:**

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

19. **Service of Notice:**

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

20. **Disputes:**

Excepting the cases of theft/pilferage of electric energy or interference with Meter etc., which are inter alia offences in the event of any differences or disputes arising between Maintenance Agency and the User in respect of any matter

connected with the supply or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an Agreement between Maintenance Agency and the User, the matter shall be referred to arbitration of sole arbitrator to be appointed by the Maintenance Agency . Reference to arbitration shall be without prejudice to the right of Maintenance Agency to effect recovery of the arrears of dues (thorough disconnection of electricity supply or otherwise). The decision of arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at Bangalore and shall be in accordance with the Arbitration and Conciliation Act, 1996 and statutory modifications thereto. The Courts at Lucknow i and the High Court at Allahabad ,Lucknow Bench alone shall have the jurisdiction for all matters or dispute arising out or touching and/or covering this transaction.

For and on behalf of

Mr./Mrs./M/s.....

.....
(Authorised Signatory)

(User)

ANNEXURE-VIII

**APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION
(To be filled up by the Allottee)**

From:

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

To,

The Secretary

Gurgaon

Sir,

I have entered into an Agreement with M/s----- Pvt. Ltd to purchase a Apartment No._____

Kindly enroll me as a member of _____ Association for which I herewith remit a sum of Rs. _____ towards entrance fee of the Said Association.

Also kindly let me know the annual subscription fee to be paid and a copy of the by-laws of the Said Association maybe supplied to me.

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

Thanking you,

Yours faithfully

() x
Member

ANNEXURE –IX

UNDERTAKING

I _____ S/W/D/o, Sh. _____ R/o _____
_____ have been allotted apartment no. _____ on in-----
-----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 -----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:

Basic Sale Price say, Rs.100

Construction Cost (40% of the Basic Sale Price) Rs.40

Table A : Opening and Closing RBI Index

S.No.	Items	Weightages in Construction Cost	Assumed Opening RBI Index (May, 2013)	Assumed Closing RBI Indexes (month assumed when application for Occupation Certificate made or after expiry of 60 months period i.e. May, 2018, whichever is earlier)
1	Steel	15%	100	116
2	Cement	10%	100	91
3	Other Building Const. Material	40%	100	104
4	Fuel & Power	5%	100	108
5	Labour	30%	100	104

**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 assumed period	ESCALATION PERCENTAGE FOR THE ASSUMED PERIOD
1	Escalation in Steel	$40 \times 15\% \times (116-100)/100$	0.960
2	Escalation in Cement	$40 \times 10\% \times (91-100)/100$	-0.360
3	Escalation in Other Building Const. Material	$40 \times 40\% \times (104-100)/100$	0.640
4	Escalation in Fuel & Power	$40 \times 5\% \times (108-100)/100$	0.160
5	Escalation in Labour	$40 \times 30\% \times (104-100)/100$	0.480
	Total Escalation percentage for the assumed period		1.880

Escalation as per this illustration shall be 1.88% of the Basic Sale Price i.e. Rs. 1.88