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**SELECT HOMES AT NTH 90, DLF GARDENCITY,  
SECTOR 90 GURGAON HARYANA**

Please read carefully.....

**Important Instructions to the Allottee**

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

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

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

The Agreement shall not be binding on the DHDL/Company until executed by the DHDL/Company through its authorized signatory. The DHDL/Company reserves the right to request information as it may so desire concerning the Allottee. The DHDL/Company will not execute any Agreement wherein the Allottee has made any corrections/ cancellations / alterations / modifications. The DHDL/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 DHDL/Company shall be final and binding on the Allottee.

The Allottee 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)

**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 DHDL/Company by registered post (AD)/hand delivery only within the time stipulated.
- 4) Kindly sign next to the tentative typical independent floor plan in annexure VI as applied by the Allottee
- 5) Witnesses signatures to be done only on page \_\_\_\_\_.

**SELECT HOMES AT NTH 90 DLF GARDENCITY**  
**INDEPENDENT FLOOR BUYER'S AGREEMENT**

AGREEMENT made at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 2012 ;

**BETWEEN**

DLF Home Developers Limited, a company registered under the Companies Act, 1956 having its registered office at DLF Centre, Sansad Marg, New Delhi-110 001 and having corporate identification no. U74899DL1995PLC075028 (hereinafter referred to as '**DHDL**' which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) through its duly Authorized Signatory Shri ..... S/o ..... R/o ..... vide Board Resolution dated ..... of the First Part.

**AND**

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

**AND**

1. Shri/Smt. \_\_\_\_\_  
 Son/Daughter/Wife of Shri \_\_\_\_\_  
 Resident of \_\_\_\_\_
- \*2. Shri/Smt. \_\_\_\_\_  
 Son/Daughter/Wife of Shri \_\_\_\_\_  
 Resident of \_\_\_\_\_
- \*3. 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, legal representatives and successors ) of the Other Part.

\*\* M/s. \_\_\_\_\_ a partnership firm having its registered office at .....  
 ..... duly registered under the Indian Partnership Act, 1932 (hereinafter referred to as '**Allottee**' which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal

representatives) of the Other Part (copy of the resolution signed by all Partners required) acting through its partner authorized by resolution dated \_\_\_\_\_ Shri / Smt. \_\_\_\_\_.

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

(\*\* Delete whichever is not applicable)

- A. WHEREAS LOC are the respective owners of the Said Land and pursuant to an arrangement between the Company and the LOC, the Company is authorized to develop and construct on the Said Land. Further, by another arrangement between DHDL and the Company, DHDL is entitled to carry out necessary improvements and to market, sell the units /independent floors constructed on the Said Land and whereby the Company is also authorised to book and collect the initial amounts.
- B. AND WHEREAS LOC has acquired some lands and will be acquiring some more lands in the neighbourhood of the Said Land and such lands as and when licenced and approved by the competent authorities may be made part of the Said Land and accordingly, the area of the Said Land may stand enhanced and in that case **Annexure I** of this Agreement shall automatically stand superseded and be substituted by such subsequently approved lay out plans and shall be deemed to form a part of this Agreement.
- C. AND WHEREAS DHDLhas specifically made it clear that the lay out plan of the Said Land as is presently annexed hereto is tentative and is subject to approval of DTCP, Haryana, Chandigarh and any change/directions/conditions imposed by DTCP at any stage while approving the proposed tentative layout plan shall be binding on the Allottee and the Allottee hereby agrees that it shall not be necessary on the part of DHDLto seek consent of the Allottee for the purpose of making any changes in order to comply with such directions, conditions, changes and the layout plans of the Said Land as may be amended and approved from time to time shall supersede the proposed tentative layout plan as given in **Annexure I** hereto and/or previously approved layout plans as the case may be.
- D. AND WHEREAS the layout plan of Sector-90 as given in **Annexure I** of this Agreement may have plotted areas, commercial areas as may be earmarked in addition to group housing, however, this Agreement is confined and limited in its scope only to the sale of the Said Independent Floor in the Said Building of the Said Complex in accordance with the building plans approved by DTCP. The Allottee understands that the area of the Said Land or thereabout may be modified in future to the extent as may be required /desired by DHDL/ Company in its sole discretion and shall be free to carry out /develop it in any manner as DHDL/Company may deem fit and/or pursuant/consequent to any directions/approvals by the Director, Town & Country Planning, Chandigarh, Haryana.
- E. AND WHEREAS it is clarified that DHDL/ Company has not intended to convey right or interest in any of the land falling outside the Said Building /Said Complex and no

impression of any kind has been given with regard to the constructions that may take place on the land outside the Said Land.

- F. AND WHEREAS the Allottee has applied vide Application dated \_\_\_\_\_ for allotment of Said Independent Floor located on \_\_\_\_\_ floor in tower/ building No. \_\_\_\_\_ and for allotment of \_\_\_\_\_ Parking Spaces in the Said Complex.
- G. AND WHEREAS the Allottee has inspected the site on which the Said Complex is being developed including the present layout plan, location plan, ownership record of the Said Land and all other documents relating to the title, competency and all other relevant details and the Allottee hereby confirms that the Allottee is fully satisfied in all respect including DHDL's/Company's right, title and interest on the Said Land on which the Said Complex is being developed.
- H. AND WHEREAS the Allottee acknowledges that DHDL/Company has provided all the information and clarifications as required by the Allottee and that the Allottee has relied on its own judgment and investigation in deciding to enter into this Agreement and to purchase the Said Independent Floor and 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 DHDL/Company, its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/Said Building /Said Independent Floor. 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.
- I. The Allottee(s) have read and understood 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 is because of this reason that the Allottee(s) have approached the Company for investing in the Said Independent Floor/Said Complex. The Allottee(s) also confirm that the Allottee(s) have chosen to invest in the Said Independent Floor/Said Complex after exploring all other options of similar properties available with other builders, developers and available in re-sale in the vast and competitive market of National Capital Region and the Allottee(s) find that the Said Independent Floor/Said Complex to be suitable for the Allottee(s) residence and therefore have voluntarily approached the Company for allotment of the Said Independent Floor in the Said Complex.
- J. AND WHEREAS the Allottee hereby confirms to DHDL/Company that the Allottee is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Complex/Said Building and the terms and conditions contained in this Agreement and the Allottee has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.
- K. AND WHEREAS DHDL/Company relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith the Application to allot the Said Independent Floor 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.

“**Act**” shall mean the Haryana Apartment Ownership Act, 1983 and the Rules and all other amendments made thereto.

“**Additional PLC**” means the charges for additional preferential location of the Said Independent Floor chargeable on the basis of the Super Area of the Said Independent Floor as stipulated in clause 1.8.

“**Agreement**” shall mean this independent floor buyer’s agreement executed by the Allottee and DHDL/Company.

“**Allottee**” shall mean the person named referred to as party and who has been allotted the Said Independent Floor and who has signed and executed the Agreement

“**Common Areas and Facilities**” means such common areas and facilities within the Said Building and the Said Complex earmarked for common use of all the Allottee, limited to and precisely listed in Part A, Part B and Part C of **Annexure IV**.

“**DHDL**” shall have the meaning as ascribed to it in the preamble

“**Company**” shall have the meaning as ascribed to it in the preamble

“**Conveyance Deed**” means the deed of conveyance conveying the title of the Said Independent Floor in favour of the Allottee.

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

“**External Development Charges (EDC)**” means the external development charges levied / leviable on the Said Complex by the Government of Haryana or any other competent authority and also includes any further increase in extra development charges by whatever name called or in whatever form and with all such conditions imposed by the Haryana Government and/or any competent authority.

“**Foot Print**” shall mean the precise land underneath the Said Building.

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

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



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

**“Interest Bearing Maintenance Security (IBMS)”** means the interest bearing maintenance security to be paid by the Allottee for the maintenance and upkeep of the Said Complex/ Said Building/ Said Independent Floor to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 538/- per sq. mtr (Rs. 50/- per sq. ft.) of the super area of the Said Independent Floor.

**“Infrastructure Development Charges (IDC)”** means the charges levied / leviable by the Government of Haryana or any other competent authority with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facility power facility etc., may impose/levy additional levies, fees, cesses charges etc., in the nature of infrastructure charges and/or by whatever name called, either existing or leviable in future.

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

**“LOC”** means M/s. Laman Real Estate Pvt. Ltd. and M/s Adriana Builders and Constructions Pvt. Ltd. and such other company who owns land and has the arrangement with LOC or the Company.

**“Maintenance Agency”** means DHDL or association of allottees or such other agency/body to whom the maintenance of the Said Building/Said Complex (including common areas and facilities) is handed over by DHDL and who shall be responsible for providing the maintenance services within the Said Building /Said Complex and who shall be entitled to collect the Maintenance Charges.

**“Maintenance Agreement”** means the maintenance agreement to be executed by the Allottee with the Maintenance Agency, draft of which is substantially in the form annexed as **Annexure VII** to this Agreement.

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

**“Non Refundable Amounts”** means interest paid or payable on delayed payments, brokerage paid/payable by the Company and service tax on forfeitable amount, if any, etc.

**“Parking Space(s)”** means open/covered (stilt) car parking space(s) allotted to the Allottee for its exclusive use detail of which is mentioned in this Agreement.

**“Preferential Location Charges (PLC)”** means the charges for the preferential location of the Said Independent Floor calculated on per sq. meter/feet based on super area of the Said Independent Floor.

**“Said Independent Floor”** means the specific independent floor applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative independent floor allotted in lieu of the independent floor whose particulars are mentioned in the Application.

**“Said Building”** means the Building block S/T/U in the Said Complex in which the Said Independent Floor is located.

**“Said Complex”** means the Complex being developed under the name and style of ‘New Town Heights’, Sector 90, DLF Gardencity, Gurgaon, Haryana, including the “Select Homes at NTH 90 DLF Gardencity”, comprising of residential apartment buildings, Independent Floors, shops, club house, swimming pool, tennis court, community shopping, school and EWS apartments etc. and any other building, amenities and facilities, as may be approved by the Competent Authority. The tentative site plan of the Said Complex is **Annexure IA**.

**“Said Land”** means the land admeasuring about 34.9505 acres or thereabouts situated in sector 90 at revenue estate of village Hayatpur and Wazirpur, District Gurgaon, Haryana, on which the Said Complex is being developed. The location plan is **Annexure I**.

**“Super Area”** shall have the meaning as stated 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 Independent Floor/Said Complex, now or in future.

**“Total Price”** means the amount amongst others, payable for the Said Independent Floor which includes basic sale price, PLC (if the Said Independent Floor is preferentially located), Additional PLC (if the Said Independent Floor is additionally preferential located), calculated on per sq.ft./per sq.mtr. based on the super area of the Said Independent Floor and price for exclusive

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

which amounts shall be payable by the Applicant(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.

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

1. Price payable for the Said Independent Floor and details of items included in the price and items not included in the price

1.1 In accordance with and subject to the terms and conditions set out in this Agreement, DHDL/Company allots to the Allottee the Said Independent Floor in the Said Complex having a Super Area of approximately \_\_\_\_\_sq. mtrs (\_\_\_\_\_sq. ft. approx) which includes an Independent Floor Area of approximately \_\_\_\_\_sq. mtrs. (\_\_\_\_\_sq. ft. approx).

1.2 Subject to the other terms and conditions of this Agreement, the Said Independent Floor is being allotted to the Allottee at a Total Price of Rs. \_\_\_\_\_/- inclusive of Rs. \_\_\_\_\_/- for exclusive right to use the Parking Spaces, calculation of which is given below and includes the following:-

Block No./ Name Independent Floor No/ Type Floor	Super Area Sq.Mts./Sq.ft. Approx.)	Rate(Rs.per Sq.mt./sq.ft. of Super Area (Rs.)	Preferential Location Charges (Rs.)	Price for Parking Spaces Parkings (Rs.)	Total Sale Price
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Parking Spaces : Nos.(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_  
 Price Payable Rs. \_\_\_\_\_

- 1.3 The Allottee agrees and understands that the price of the Said Independent Floor is based on the price of materials and labour charges pertaining thereto on and around 1 September 2012. If, however, during the progress of construction upto the expiry of 30 months from the abovementioned date, there is an increase/ decrease in the price of the materials used in the construction work and /or labour charges (hereinafter referred to as Escalation Charges), the same shall be recoverable/ payable respectively to the Allottee.

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 agrees and accepts, that by choosing these independent RBI Indexes, the Company is ensuring the highest level of fairness and transparency. The respective RBI Indexes for the computation of the Escalation Charges in the cost of construction and labour cost are as below:-

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

It is mutually agreed and binding between the Allottee and the Company that 50% of the basic selling price plus cost of exclusive use of Parking Space(s) of the Said Independent Floor, 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 30 months i.e. in ,March 2015. The RBI indexes for the month of September 2012 and for the month February 2015 shall be taken as the opening and closing indexes respectively to compute the Escalation Charges.

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

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

Escalation Charges, as intimated to the Allottee shall be final and binding on the Allottee. The Allottee 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 unless Escalation Charges are paid in full along with delayed interest, if any, as mentioned in clause 46.

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 1.15 increase in EDC, IDC, IAC, increase on account of additional fire safety measures undertaken as mentioned in clause 1.12 increases in all types of security, deposits, charges and increase thereof for bulk supply of electrical energy as mentioned in clause 1.13 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 opted by the Allottee and set out in **Annexure III** to this Agreement along with all other charges, Taxes and Cesses, increases as mentioned in this Agreement as and when demanded by DHDL
- 1.6 DHDL may allow, in its sole discretion, rebate for early payments of installments if paid by the Allottee(s) by discounting such early payments @ 14 % per annum for the period by which the respective installment is preponed at any point of time. The rate of rebate can be revised or withdrawn by DHDL in its sole discretion at any point of time without giving any notice to the Allottee.
- 1.7 The Allottee agrees that a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) is towards **PLC**, calculated in the table contained in clause 1.2 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**.
- 1.8 The Allottee agrees that if due to any change in the lay-out plan/building plan of the Said Complex/ Said Building : -
  - a) The Said Independent Floor ceases to be preferentially located, then only the amount of PLC, paid by the Allottee shall be refunded without any interest and such refund shall be made /adjusted in the next installment as, stated in the schedule of payment opted by the Allottee.
  - b) The Said Independent Floor becomes preferentially located, if at the time of the Allotment it was not preferentially located, the Allottee shall pay PLC of the Said Independent Floor to the Company, as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Allottee.
  - c) The Said Independent Floor becomes additionally preferentially located, the Allottee shall pay Additional PLC to the Company as applicable and in the manner as specified in clause 1.7.

The Allottee understands that in case of change in the location of the Said Independent Floor due to change in the layout plan/building plan of the Said Complex / Said Building

or otherwise, the Allottee shall have no other right or claim except as mentioned hereinabove.

- 1.9 In addition to the Total Price and other charges mentioned in the Application/Agreement, the Allottee shall pay amounts towards the club facility, such as:
- a. Membership Fees (if applicable)
  - b. Annual Club Charges
  - c. Refundable Security Deposit

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

- 1.10 The Allottee shall be liable to pay all fees, duties, expenses, costs, etc., for the execution and registration of the Conveyance Deed of the Said Independent Floor, including but not limited to stamp duty, registration charges, transfer duty, corporation tax and all other incidental and legal expenses. The Allottee agrees to pay the same as and when demanded by DHDL/Company within the stipulated period as mentioned in the demand letter. In case the Allottee fails to pay the same so demanded within the period mentioned in the demand letter, DHDL/Company shall have the right to cancel the allotment and forfeit the Earnest Money and also deduct the Non Refundable Amount, and refund the balance amount to the Allottee without any interest only upon realization of money from re-sale/re-allotment of the Said Independent Floor to any other party. 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 the date, including any actions taken or deficiencies/penalties imposed by the competent authorities.
- 1.11(a) The Allottee acknowledges that the pro rata share of EDC as levied by Government of Haryana upto the date of issue of licenses originally paid by DHDL/Company as applicable to the Said Complex is already included in the Total Price. The Allottee agrees to additionally pay on demand any increase in EDC on pro-rata basis. If such charges are increased (including with retrospective effect) after the Conveyance Deed has been executed then the Allottee undertakes to pay such charges directly to the government agency or department concerned or to DHDL/Company forthwith of DHDL/Company raising such demand on the Allottee.
- (b) In addition to the EDC, the Government of Haryana or any other authority, with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. has levied/imposed or may impose/levy additional levy(ies), fees, cesses, charges etc. in the nature of IDC and or by whatever name called either existing or leviable in future and in that event, the Allottee agrees to pay the same either directly to the concerned authorities or if paid by DHDL/Company or demanded from DHDL/Company, pay the same to DHDL/Company on pro-rata basis as specified in clause 49 of this Agreement on demand being raised by DHDL/ Company. The Allottee acknowledges that the pro rata share of IDC as levied by Government of

Haryana upto the date of issue of licenses originally paid by DHDL/Company as applicable to the Said Complex is already included in the Total Price.

- (c) In addition to the EDC/IDC, the Government of Haryana or any other authority, with a view to recovery of the cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges etc in the nature of IAC and any further increase in any such charges either existing or leviable in future and in that event, the Allottee agrees to pay the same either directly to the concerned authorities or if paid by the Company or demanded from the Company, pay the same to the Company on pro-rata basis as specified in clause 49 of this Agreement on demand being raised by the Company.

In case such EDC/IDC/IAC are levied/demanded by the government from the Company with retrospective effect, the Allottee shall be liable to pay the same on demand being raised by DHDL/Company on pro-rata basis as stated hereinabove. In case the Conveyance Deed has already been executed in favour of the Allottee by DHDL and the demand of EDC/IDC/IAC has been made by the concerned authority after the execution of such Conveyance Deed, then in that event the pro-rata demand made by DHDL/Company on the Allottee shall be treated as unpaid sale price of the Said Independent Floor and DHDL shall have first charge and lien on the Said Independent Floor to the extent of such unpaid amounts till such amounts are paid to DHDL and DHDL shall have the unfettered right to presume the Said Independent Floor and the Allottee undertakes to execute all such documents as may be necessary to re-convey the Said Independent Floor in favour of DHDL.

- 1.12 The Total Price of the Said Independent Floor includes the cost of providing electric wiring, fire detection and fire fighting equipment in the common areas within the Said Building/Said Complex as prescribed in the Fire Fighting Code/Regulations under National Building Code 2005. Power back-up may be provided subject to timely payment of Maintenance Charges, not exceeding 14 KVA per independent floor at load factor 70% and overall diversity 70% in addition to that for the Common Areas and Services. It is specifically made clear to the Allottee that in the event of non – payment of electricity charges as billed by DHDL/ the Maintenance Agency, DHDL / the Maintenance Agency shall have the right to disconnect supply of electricity without any notice. The Total Price of the Said Independent Floor does not include the cost of electric fittings, fixtures, electric and water meter etc., which shall be got installed by the Allottee at his own cost. If due to any change or enactment of any legislation, laws, bylaws or Govt. orders, directives, guidelines or change / amendments in Fire Code including the National Building Code, any additional fire safety measures are required or in the sole opinion of DHDL/Company or any of its nominee, additional fire safety measures are required and undertaken, then the Allottee undertakes to pay within thirty (30) days from the date of written demand by DHDL/Company, the additional expenditure incurred thereon in proportion to the Super Area of his Independent Floor to the total super area of all the independent floors in the Said Building/Said Complex as determined by DHDL and such demand raised by DHDL shall be final and binding upon the Allottee.

- 1.13 The Allottee agrees and understands that if DHDL 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 DHDL proportionate share as determined by DHDL of all deposits and charges paid/ payable by DHDL or the Maintenance Agency to DHBVNL

/ any other body/ Commission / Regulatory / Licensing Authority constituted by the Government of Haryana failing which the same shall be treated as unpaid sale price of the Said Independent Floor payable by the Allottee for the Said Independent Floor and the conveyance of the Said Independent Floor shall be withheld by DHDL till full payment thereof is received by DHDL from the Allottee. Proportionate share of cost, incurred by DHDL for creating infrastructure like HT Feeder, EHT Sub station etc. shall also be payable by Allottee on demand. Further the Allottee agrees that DHDL shall be entitled in terms of the Maintenance Agreement (draft given in **Annexure VII**) to withhold electricity supply to the Said Independent Floor till full payment of such deposits and charges is received by DHDL/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 DHBVNL 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 Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by DHDL from time to time.

- 1.14 The Allottee agrees and understands that DHDL/Company or its agents/its subsidiaries/associates/affiliates or sister concerns, may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Complex and any other project/complex which DHDL/Company may develop in future. In such an eventuality the Allottee fully concur and confirm 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 Independent Floor directly and the Allottee understands the possibility of it being to the exclusion of power supply from DHBVNL/ State Electricity Boards (SEBs) / any other source. This arrangement could be provided within the Said Complex / future project/colonies by DHDL/Company or its agents directly or through the respective association of independent floor owners in the Said Complex. Further, DHDL/Company or its agents /its subsidiaries/associates/affiliates or sister concerns shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by DHDL/Company or its agents /its subsidiaries/associates/affiliates or sister concerns in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the Said Complex.

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

- 1.15 The Allottee acknowledges and understands that the Total Price of the Said Independent Floor is calculated on the basis of its Super Area, which is tentative, except the Parking Space(s) which is charged on lumpsum basis. The Super Area of the Said Independent Floor may increase or decrease, any such change in the Super Area shall be communicated to the Allottee during or after the construction of the Said Complex is complete and the occupation certificate in respect of the same has been granted by the competent authority. The Allottee agrees and undertakes to pay for increase, if any, in Super Area of the Said Independent Floor on demand by DHDL/Company. On reduction in the Super Area, the refundable amount due to the Allottee shall be adjusted by DHDL/Company from the final installment as set forth in the schedule of payments in **Annexure III**.
- 1.16 The Allottee agrees and understands that the definition of Super Area, the tentative percentage of Apartment Area to Super Area of Independent Floor as on the date of execution of this Agreement (the percentage of Independent Floor Area to Super Area) shall be subject to change till the construction of the Said Building is complete. 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 percentage of the Apartment Area to the Super Area as mentioned in **Annexure II**.
- 1.17 Subject to the terms and conditions of this Agreement and upon the execution of Conveyance Deed, the Allottee shall have the following rights with regard to the Said Independent Floor:
- i) Ownership of Apartment area of the Independent Floor.
  - ii) Undivided proportionate share/ interest in the Foot Print of the Said Building calculated in the ratio of Super Area of the Apartment Area of the Independent Floor Area to the total super area of all the independent floors within the Said Complex. The Allottee acknowledges and understands that no other land(s) is/are forming part of this Agreement, and the Allottee shall not have any right, title or interest of any kind whatsoever on any other land(s) whether inside or outside the Said Complex, except to the extent of using only such general Common Areas and Facilities within the Said Complex limited to and precisely listed in Part-C of Annexure IV, subject however to timely payment of Maintenance Charges by the Allottee.
  - iii) Undivided proportionate share / interest in the Common Areas & Facilities. The Allottee shall use the Common Areas and Facilities within the Said Building/Said Complex only harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, it is clearly understood and agreed by the Allottee that even if the Common Areas & Facilities within the Said Complex only is included in the computation of Super Area, the right to use the Common Areas & Facilities (as listed in Part A & B of Annexure IV) subject to the timely payment of Maintenance Charges. It is further agreed by the Allottee that the Allottee shall be entitled to undivided proportionate share /interest in no other common areas and facilities except the Common Areas and Facilities within the Said Building/Said Complex only as listed in Part A & B of Annexure IV.

- iv) Exclusive right to use the Parking Space(s) (without any ownership rights). The Allottee shall not use the Parking Spaces for any other purpose. The Allottee acknowledges that the Said Independent Floor along with Parking Space(s) are treated as single undivisible unit for all purpose including Said Act and as such cannot be transferred separately. The Allottee acknowledges that the Allottee(s) shall not have any claim, right or interest whatsoever in respect of any other parking space(s). DHDL/Company shall have the sole option/discretion to deal in any manner it deems fit with other parking spaces (other than Parking Space(s)) in the Said Building/Said Complex.
- v) Right to use only, the general common areas and facilities within the Said Complex limited to and precisely listed in **Annexure IV** Part-C, which may be within or outside the Foot Print of the Said Building earmarked as common areas for use by all the occupants of all the buildings to be constructed on the Said Land. However, such general common areas and facilities earmarked for common use of all occupants shall not include the exclusive Parking Space(s).
- vi) Right of usage of the club subject to fulfillment of the terms and conditions
- vii) While the Super Area of the Said Apartment does not include any recovery of club / community centre (excluding the exclusive club for the Said Complex), if any, within the Said Complex, the Allottee have conditional right of usage of facilities which may be provided in such club / community centre within the Said Complex only. However, DHDL reserves the right to include areas of such club / community centre in the computation of final Super Area of the Said Independent Floor at any stage with the proviso that the price shall not be charged for such additional area of such club/ community center from the Allottee and the Allottee shall not raise any objection thereto. It is clarified and understood that such club / community centre is distinct and independent from any other club in DLF Gardencity / DLF City / community center sites in DLF Gardencity / DLF City and / or any other recreational and sporting activities, if any and any other activity/amenity facility of a general nature provided by DHDL. This right of usage is limited to the facilities within the Said Complex only and is subject to the fulfillment of the terms and conditions as stipulated in the Application and payment plan thereof. DHDL has the right to formulate appropriate management structure and policies, rules and regulations for the abovesaid club / community centre and the Allottee undertakes to abide by the same. It is understood that the club / community centre usage shall be limited to only the occupants of the Complex and DHDL may make suitable provisions or covenants to this effect in the necessary documents which the Allottee undertakes to faithfully comply to without raising any objections. It is understood that the entire operating cost of the above said club / community centre, improvements / upgradations to be carried out over a period of time, direct usage charges for the facilities used and the items consumed by the Allottee from time to time, shall in no way constitute any portion of the Total Price of the Said Independent Floor and shall be paid extra and are outside the scope of this Agreement

1.18 The Allottee has understood and agreed that the computation of the Total Price of the Said Independent Floor does not include any element of recovery or payments towards cost of land, construction, running and operation of community buildings / sites, other recreational and sporting activities, if any. Further, the Allottee understands and fully agrees that DHDL/Company is free to deal with community buildings /

sites/recreational and sporting activities if any in any manner as DHDL/Company may deem fit and as regards payment of Maintenance Charges, the Allottee shall not have a right to raise any claim against payment of Maintenance Charges payable by the to the Maintenance Agency for such maintenance from the date of occupation certificate or date of allotment, whichever is later.

- 1.19 All other land(s), areas, facilities and amenities including those listed below, are specifically excluded from the scope of this Agreement and the Allottee shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities. The Allottee agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with DHDL/ Company its associates/subsidiary companies, and their usage and manner/method of use, disposal etc. shall be at the sole discretion of DHDL/Company, its associates and subsidiaries.
- i) All land(s) (except the Common Areas and Facilities) falling outside the Foot Print of the Said Building including but not limited to those as listed in **Annexure IV**, Part C, and any other facility or amenity as may be provided at the sole option of DHDL or as may be provided in accordance with the directions of any competent authority (ies) including but not limited to schools, shops, facilities, amenities etc. even if provided in the Said Building/Said Complex, are specifically excluded from the scope of this Agreement and the Allottee shall not have a right to claim any rights, title or any interest in these land(s), areas, facilities and amenities within the Said Building, the Said Land. The Allottee shall not have a right to claim any rights, title or any interest in these lands, areas, 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 has not made any payment to DHDL in any form or manner whatsoever and that the Allottee shall not, at a later date, after execution of this Agreement have a right to raise any claim or dispute in respect of such land(s), areas, facilities and amenities. DHDL, its associates/subsidiaries as the owner of such lands, areas, facilities and amenities shall have sole right and absolute authority to deal with the same in any manner whatsoever.
  - ii) All land(s) (other than usage of land(s) earmarked in the layout plan as may be approved from time to time as public roads only for use by general public) falling outside the periphery / boundary of the Said Land are clearly outside the scope of this Agreement and the Allottee shall not have any right of ownership usage or title or interest of any kind or manner whatsoever in such land(s) falling outside the periphery/ boundary of the Said Land. DHDL/Company, its associates/subsidiaries as the owner of some of these lands, areas, facilities and amenities shall have the sole right and the absolute authority to deal with such land in any manner including but not limited to creation of further rights in favour of any third party by way of sale, transfer, lease or any other mode.
  - iii) The Allottee understands that the Allottee has not made any payment to DHDL in any manner whatsoever with respect to any lands, buildings, common areas, facilities and amenities falling outside the Foot Print of the Said Building save and except the use of general common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by DHDL in its sole discretion and the Allottee hereby agrees that DHDL has not indicated/ promised/represented/given any impression of any kind in an explicit or implicit

manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever therein. The Allottee further agrees that any such identification with respect to general common areas by DHDL in its plans now or in future shall be final, conclusive and binding on the Allottee. Further DHDL has made clear to the Allottee that it (DHDL or any of its affiliates, group companies) shall be carrying out extensive developmental / construction activities now and for many decades in future in the entire area falling outside the Foot Print of the Said Building and that the Allottee shall not have a right to raise any objection or make any claims or not to make payments in time as stipulated in schedule of payments in **Annexure III** on account of inconvenience, if any, which may alleged to have been caused to the Allottee due to such developmental/construction activities or activities incidental/related to it. It is made clear by DHDL and agreed by the Allottee that all rights including the rights of ownership of land(s), facilities and amenities (other than those within the Said Building and the Foot Print thereof) shall vest solely with DHDL, its associate companies, its subsidiary companies who shall alone have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities. This clause shall survive throughout the ownership of the Said Independent Floor by the Allottee, his / her legal representatives, successors, administrators, executors, assigns etc.

- 1.20 It is agreed by the Allottee that the Said Independent Floor along with Parking Space(s) will be treated as a single indivisible unit for all purposes including but not limited to the Act. The Allottee further agrees that the Common Areas and Facilities are for common use of all the occupants of the Said Building and that the general common areas facilities within the Said Complex that fall outside the foot print of the Said Building (excluding reserved parking areas) as listed in Part B of **Annexure IV** are for common use of occupants of all the buildings to be constructed on the Said Land. However, it is specifically made clear to the Allottee that Allottee's right to use such Common Areas and Facilities within the Said Building (as listed in Part A of **Annexure IV**) and general Common Areas and Facilities (as listed in Part B of **Annexure IV**) falling outside the Foot Print of the Said Building (excluding car parking spaces specifically allotted and assigned to the allottee(s) ) but within the Said Complex shall be limited to the areas within the Said Complex that may be included in the Declaration to be filed by DHDL/Company in terms of the Act or under the provisions of any other applicable law(s) and the Allottee hereby agrees that such declaration shall be binding upon the Allottee.

It is further agreed by the Allottee that DHDL/Company, may at its sole discretion make the Said Complex a part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the Allottee 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 independent floor owner shall be specified by DHDL/Company in the declaration which shall be filed by DHDL/Company in compliance of the Act which shall be conclusive and binding upon the Allottee and the Allottee shall not have any right to raise any objection/dispute in this regard against DHDL/Company/ Association of Independent Floor owners or Association of Condominium, as the case may be.

- 1.21 It is understood by the Allottee that all other areas and facilities (not included in Part-A and Part-B of **Annexure IV**) or any other facility or amenity as may be provided by DHDL at its sole discretion or provided in accordance with the direction of any competent authority(ies) and including but not limited to shops, facilities, amenities if provided in the stilts of the Said Building, are specifically excluded from the scope of this Agreement and

shall not form a part of Common Areas and Facilities and shall be treated as separate unit in the declaration to be filed in terms of the Act or under the provisions of any other applicable law(s) and will have similar rights which one independent floor has in the Said Complex.

- 1.22. The Allottee agrees that the Parking Space(s) allotted to the Allottee for the exclusive use of the Allottee (including additional parking spaces, if allotted) is inseparable and an integral part of the Said Independent Floor. The Allottee has no right to sell / transfer or / deal with the Parking Space(s) independent of the Said Independent Floor. The Allottee undertakes to park the vehicles in the Parking Space(s) allotted to Allottee and not anywhere else in the Said Complex. The Allottee acknowledges that the service areas, if any, provided either in the basement or provided anywhere in the Said Building/Said Complex shall be kept reserved for the use by maintenance staff etc. The Allottee agrees that Parking Space(s) allotted to the Allottee shall not be part of the Common Areas and Facilities of the Said Independent Floor/Said Complex/Said Building for the purpose of the declaration to be filed by DHDL under the Act. The Allottee agrees that the Parking Space(s) allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the Said Independent Floor under any of the provisions of this Agreement. All clauses of this Agreement pertaining to use, possession, cancellation etc. apply mutatis mutandis to the above said Parking Space(s), wherever applicable.

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

The Allottee agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex / Said Building/ Said Independent Floor or land appurtenant thereto as the case may be as assessable or applicable from the date of the allotment. If the Said Independent Floor is assessed separately the Allottee shall pay directly to the competent authority and if the Said Independent Floor is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by DHDL and demand shall be final and binding on the Allottee.

3. Amount paid by Allottee with Application

The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being part payment towards the Total Price at the time of Application, the receipt of which DHDL/Company doth hereby acknowledge and the Allottee agrees to pay the remaining price of the Independent Floor 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 DHDL 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 Independent Floor and the Parking Spaces 10% of the Total Price of the Said Independent Floor and Parking Spaces amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be treated as Earnest Money to ensure fulfillment of the terms and conditions as contained in the Application and this Agreement. In the event the Allottee fails to perform any obligations or commit breach of

any of the terms and conditions mentioned in the Application and/or this Agreement including but not limited to the occurrence of any event of default as stated in this Agreement then DHDL/ Company shall have the right to forfeit without any notice to the Allottee the Earnest Money along with Non Refundable Amount. If the amount paid by the Allottee is less than the forfeitable amount then the Allottee undertake to make good the shortfall of the forfeitable amount. This is in addition to any other remedy/right, which DHDL/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 other charges and amounts, as may be demanded by DHDL from time to time, without any reminders from DHDL, through A/c payee cheque(s)/ demand draft(s) in favour of DLF Home Developers Ltd.' payable at New Delhi. DHDL/Company confirms that the payments made by the Allottee to the Company are deemed to be payments made by the Allottee to DHDL/Company.

6. Compliance of laws relating to remittances

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

7. Adjustment/appropriation of payments

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

8. Time is the essence

The Allottee agrees that time is 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 DHDL/Company from time to time and also to perform/observe all the other obligations of the Allottee under this Agreement. DHDL/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 DHDL/Company or other obligations to be performed by the Allottees.

9. Construction of the Said Building/ Said Independent Floor/Said Complex

The Allottee has seen and accepted the schedule of payments, (as given in **Annexure III**) tentative typical independent floor plans/tentative typical floor plan/tentative layout plan(s)/tentative parking plan (as given in **Annexure VI**) tentative specifications (as given in **Annexure V**) which are subject to change at the sole option and discretion of DHDL/Company. The Said Building/Said Complex and the Said Independent Floor including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications as given in **Annexure V**. Subject, however to the right of DHDL/Company to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality. These specifications are subject to change if so directed or required by any competent authority or due to Force Majeure conditions and the Allottee hereby agrees to this condition. DHDL/Company may in its sole discretion carry out, such additions, alterations, deletions and modifications in the building plans, floor plans, independent floor plans, change in specifications, etc., including the number of independent floors/floors as DHDL/Company may consider necessary or as directed by any competent authority while sanctioning the building/layout plans or at any time thereafter till the grant of an occupation certificate. It is clarified that due to such change, the Said Independent Floor may be additionally preferentially located or may cease to be preferentially located or may become preferentially located, the Allottee acknowledges that the Allottee shall have no right to object to the same. The Allottee understands that DHDL/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 have no right to object to the same. In such case DHDL/Company may in its sole discretion give option to the Allottee to move to a higher floor and on receipt of consent from the Allottee, DHDL/Company may permit the Allottee to move to a higher floor subject to availability of independent floor on the higher floor. Accordingly application and this Agreement shall stand modified to that effect. The Allottee shall not claim any reduction in the Total Price of the Said Independent Floor due to any increase in the number of floors in the Said Building. The issuance of the occupation certificate for the Said Building/Said Complex shall be the conclusive evidence (issued for the Said Building or for the Said Complex as the case may be ) that the construction of the Said Building/Said Complex and the Said Independent Floor is fully complete in accordance with the plans and specifications as annexed to this Agreement as **Annexure V** and **VI** or any modifications thereof.

10. Alteration/modification

In case of any alteration/modifications resulting in (+/-)10% change in the Super Area of the Said Independent Floor or material / substantial change of the material to be used in the Said Independent Floor/Said Complex and as determined by the Company, any time prior to and upon the grant of occupation certificate, DHDL/Company shall intimate in writing to the Allottee the changes thereof and the resultant change, if any, in the Total Price of the Said Independent Floor to be paid by the Allottee and the Allottee agrees to deliver to DHDL written consent or objections to the changes within thirty (30) days from the date of dispatch by DHDL. In case the Allottee does not send his written consent, the Allottee shall be deemed to have given full and unconditional consent to all such alterations/modifications and for payments, if any to be paid in consequence thereof. If the Allottee objects in writing indicating his/her non-consent/objections to such alterations/modifications and the Company/DHDL decides to go ahead with changes then in such case alone DHDL may at its sole discretion decide to cancel this Agreement without further notice and refund the entire money received from the Allottee with interest @ 9% per annum within ninety (90) days from the date of intimation received by DHDL

from the Allottee. Upon the decision of DHDL to cancel the Said Independent Floor DHDL shall be discharged from all its obligations and liabilities under this Agreement and the Allottee shall have no right, interest or claim of any nature whatsoever on the Said Independent Floor and the Parking Space(s).

11. Schedule for possession of the Said Independent Floor

DHDL based on its present plans and estimates and subject to all just exceptions endeavours to complete construction of the Said Building/Said Independent Floor within a period of thirty (30) months from the date of execution of this Agreement unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons mentioned in Clause 14 and 15 or due to failure of Allottee 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 to abide by all or any of the terms and conditions of this Agreement.

12. Procedure for taking possession

DHDL, upon obtaining certificate for occupation and use from the competent authority shall offer in writing possession of the Said Independent Floor to the Allottee in terms of this Agreement to be taken within 30 days from the date of issue of such notice and DHDL/Company shall give possession of the Said Independent Floor 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 DHDL/Company in this regard.

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

13. Failure of the Allottee to take possession:

Upon receiving a written intimation from DHDL in terms of Clause 12 above, the Allottee shall within the time stipulated by DHDL, take possession of the Said Independent Floor from DHDL by executing necessary indemnities, Undertakings, Maintenance Agreement and such other documentation as DHDL may prescribe and by making all the payments to DHDL of all charges/dues as specified in this Agreement and DHDL shall after satisfactory execution of such documents give possession of the Said Independent Floor 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 Independent Floor as aforesaid within the time limit prescribed by DHDL in its notice, then the Said Independent Floor shall be at the risk and cost of the Allottee and DHDL shall have no liability or concern thereof. Further it is agreed by the Allottee that in the event of the Allottee's failure to take possession of the Said Independent Floor in the manner as aforesaid, DHDL shall have the option to cancel this Agreement and avail the remedies as are available in Law including as stipulated in Clause 60 of this Agreement or DHDL may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee in taking possession of the Said Independent Floor in the manner as stated in this clause on the condition that the Allottee shall pay to DHDL liquidated damages @ Rs. 10/- per sq. ft. of the Super Area per month for any delay of full one month or any part thereof in taking possession of the Said Independent Floor for the entire period of delay. The Allottee acknowledges that the liquidated damages stipulated above are just, fair and reasonable which



DHDL will suffer on account of delay in taking possession of the Said Independent Floor 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) DHDL shall hand over the possession of the Said Independent Floor 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 the Allottee's failure to take possession of the Said Independent Floor within the time stipulated by DHDL in its notice, the Allottee shall have no right or claim in respect of any item of work in the Said Independent Floor which the Allottee 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 Independent Floor/Said Building/Said Complex.

14. Delay due to reasons beyond the control of DHDL/Company

If the possession of the Said Independent Floor is delayed due to Force Majeure conditions, then the Allottee agrees that DHDL shall be entitled to extension of time for delivery of possession of the Said Independent Floor. DHDL, as a result of such contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, DHDL may also suspend the development for such period as is considered expedient the Allottee shall not have right to claim compensation of any nature whatsoever during the period of such suspension.

The Allottee agrees and understand that if Force Majeure condition continue for a long term then DHDL/Company may terminate this Agreement as if it has been terminated with mutual consent then subject to the Allottee not being in default of any of the terms of this Agreement, DHDL/Company to refund the amounts (after deducting Non Refundable Amount) that have been received from the Allottee by DHDL without any interest or compensation of whatsoever nature. The Allottee agrees that the Allottee shall not have any right, claim of whatsoever nature and DHDL shall be released and discharged of all its obligations and liabilities under this Agreement.

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

If DHDL/ Company/LOC is unable to construct/continue or complete the construction of the Said Building/Said Complex due to any government/regulatory authority's action, inaction or omission then DHDL/ Company/LOC may in its sole discretion 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 DHDL/Company/LOC 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 DHDL/Company/LOC in such litigation to protect Allottee's rights arising under this Agreement. In the event DHDL/Company/LOCs 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, DHDL/Company/LOC will, subject to provisions of law/court order, refund within reasonable period in such manner as may be decided by DHDL to the Allottee, all the amounts received from the Allottee after

deducting Non Refundable Amount without any interest or compensation and the decision of DHDL 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 DHDL/Company under or in relation to this Agreement.

16. Failure to deliver possession by DHDL/Company: Remedy to Allottee

If for any reasons other than those given in Clauses 14, 15 supra and Clause 50, DHDL is unable to or fails to deliver possession of the Said Independent Floor to the Allottee within thirty (30) months from the date of execution of this Agreement or within any extended period or periods as envisaged under this Agreement, then in such case, the Allottee shall be entitled to give notice to DHDL, within ninety (90) days from the expiry of said period of thirty (30) months or such extended periods, as the case may be, for terminating this Agreement. In that event DHDL shall be at liberty to sell and/or dispose of the Said Independent Floor and the Parking Space to any other party at such price and upon such terms and conditions as DHDL may deem fit and thereafter DHDL shall within ninety (90) days from the date of full realisation of the sale price after sale of Said Independent Floor and the Parking Space refund to the Allottee, without any interest, the amounts paid by the Allottee in respect of the Said Independent Floor and the Parking Space without deduction of Earnest Money but after deduction of Non Refundable Amounts. For the avoidance of doubt, it is stated that the Allottee shall have no other right or claim against DHDL in respect of the Said Independent Floor and Parking Space.

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

17. Failure to deliver possession : Remedy to DHDL:

The Allottee agrees that if the construction and development of the Said Complex is abandoned or DHDL is unable to give possession within thirty (30) months from the date of execution of this Agreement or such extended periods as permitted under this Agreement, DHDL shall be entitled to terminate this Agreement whereupon DHDL's liability shall be limited to the refund of the amounts paid by the Allottee with simple interest @ 6 % per annum for the period such amounts were lying with DHDL and DHDL shall not be liable to pay other compensation whatsoever.

However, DHDL may, at its sole option and discretion, decide not to terminate this Agreement in which event DHDL agrees to pay only to the first named Allottee(s) and not to any one else and only in cases other than those provided in Clauses 14, 15, 16 and 50 and subject to the Allottee not being in default under any term of this Agreement, compensation @ Rs. 10/- per sq. ft. of the Super Area of the Said Independent Floor per month for the period of such delay beyond thirty (30) months or such extended periods as permitted under this Agreement. The adjustment of such compensation shall be done only at the time of conveyancing the Said Independent Floor to the Allottee first named in this Agreement and not earlier.

18. Conveyance of the Said Independent Floor

DHDL, its associates/subsidiaries shall execute a Conveyance Deed to convey the title, of the Said Independent Floor in favour of the Allottee, provided the Allottee has paid the Total Price and other charges in accordance with this Agreement and has deposited

other charges /payments and all deposits/securities mentioned in the Agreement and the Allottee is not in breach of all or any of the terms of this Agreement.

19. Maintenance of the Said Building / Said Complex / Said Independent Floor

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 association of independent floors allottees or such other agency/body/ company/ association of condominium. The Allottee 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 independent floor owners as may be appointed by DHDL from time to time for the maintenance and upkeep of the Said Land/the Said Building/the Said Complex. This Agreement shall not be deemed to be executed till the same is signed by all the parties. The Allottee 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. DHDL reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The Maintenance Charges shall become applicable/payable from the date DHDL has received the occupation certificate / the date of allotment whichever is later.

It is further clarified that DHDL may at its sole discretion hand over the maintenance of the Said Building / Said Complex to any body / association of independent floor owners of the Said Building/Said Complex including but not limited to any body / association of condominium of the Said Building/Said Complex, as the case may be, at any time before / after the construction of the Said Building / Said Complex is complete either for each building or for the entire Said Complex and the Allottee specifically gives his consent to this proposal. It is further specifically clarified that the draft Maintenance Agreement, set out in **Annexure VII** to this Agreement is merely an indicative Agreement that is proposed to be entered into with the Allottee 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 said association of independent floor 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 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 independent floor owners or association of condominium or its nominees or assigns.

20. Fixation of total Maintenance Charges

The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement (draft given in **Annexure VII**). The Maintenance Charges shall be levied from the date of occupation certificate or the date of allotment, whichever is later and the Allottee 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 Independent Floor is taken by the Allottee. The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost on monthly / quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final

and binding on the Allottee. The Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency.

## 21. IBMS

In order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance bills and other 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 DHDL/ Maintenance Agency IBMS calculated at the rate of Rs. 538/- per square mtr (Rs. 50/- per sq ft. approx) of the Super Area of the Said Independent Floor carrying simple yearly interest as per the applicable bank rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31<sup>st</sup> March calculated from the date of realization of the amount by DHDL. In case the Allottee fails to pay any maintenance bill then (a) the Allottee shall not be entitled to avail any maintenance services (b) and the amount of such maintenance bills shall be first adjusted from the interest accrued upon the IBMS and if the interest on IBMS falls short of the amount of maintenance bill then such short fall shall be adjusted out of the principal amount of IBMS. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs. 538/- per square mtr (Rs. 50/- per sq ft. approx) of the Super Area of the Said Independent Floor, then the Allottee hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill. DHDL reserves the right to increase the IBMS from time to time keeping in view the increase in the cost of maintenance services and the defaults committed by the Allottee. The decision of DHDL/Maintenance Agency shall be final and binding upon the Allottee. The Allottee agrees to pay such increases within fifteen (15) days of written demand by DHDL. 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 DHDL may in its sole discretion treat this Agreement as cancelled without any notice to the Allottee and to adjust the shortfall from the sale proceeds of the Said Independent Floor and to refund to the Allottee the balance of the money realised from such sale after deducting therefrom the entire Earnest Money, Non Refundable Amount and all other dues as set out in this Agreement. 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 DHDL / Maintenance Agency shall have first charge/lien on the Said Independent Floor in respect of any such non-payment of shortfall/increases as the case may be.

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

The Allottee has specifically agreed that the allotment of the Said Independent Floor shall be subject to strict compliance of a code of conduct that may be determined by DHDL/ Maintenance Agency for occupation and use of the Said Independent Floor and such other conditions as DHDL/Maintenance Agency may deem fit from time to time

which may include but is not limited to usage of the Said Independent Floor, operation hours of various maintenance services, general compliance for occupants of the Said Complex, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct as may be specified by DHDL/. Maintenance Agency is always subject to change by DHDL/Maintenance Agency.

22. Right of Allottee to use Common Areas and Facilities subject to payment of total Maintenance Charges:

The Allottee agrees and understands that the Allottee's right to the use the Common Area and Facilities as mentioned in Part A and B of **Annexure IV** and right to exclusive use of Parking Spaces shall be subject to timely payment of total Maintenance Charges as billed by the Maintenance Agency and performance of all obligations of the Allottee under this Agreement and the Maintenance Agreement.

23. Use of the Said Independent Floor

The Allottee shall not use the Said Independent Floor for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other independent floor owners or residents of the Said Complex; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Independent Floor which tends to cause interference to any adjacent plot (s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee shall indemnify DHDL against any action, damages or loss due to misuse for which the Allottee / occupant shall be solely responsible.

24. 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 Building/Said Complex, as the case may be on pro-rata basis as specified in this Agreement. DHDL 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.

25. Right to enter the Said Independent Floor for repairs

In addition to DHDL's /Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities, and Parking Space(s) for providing necessary maintenance services, the Allottee agrees to permit DHDL or the Maintenance Agency to enter into the Said Independent Floor 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 to give such right to entry will be deemed to be a violation of this Agreement and DHDL/Maintenance Agency shall be entitled to take such actions as it may deem fit.

26. 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 DHDL or the Maintenance Agency 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 Independent Floor shall be insured by the Allottee. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any independent floor 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.

27. Use of basement and service areas

The basement(s) and service areas, if any, as may be located within the Said Building/Said Complex, as the case may be, shall be earmarked by DHDL to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per zoning plans/building plans. The Allottee 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 DHDL 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.

28. Use of terraces

DHDL shall have all the rights over the roof. DHDL 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.

29. General compliance with respect to the Said Independent Floor

The Allottee shall, after taking possession or after the expiry of period as stipulated in Clause 12 be solely responsible to maintain the Said Independent Floor 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 Independent Floor, 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 Independent Floor and keep the Said Independent Floor, 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 Independent Floor 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 Independent Floor. The Allottee

shall plan and distribute its electrical load in conformity with the electrical systems installed by DHDL. The non-observance of the provisions of this clause shall entitle DHDL or the Maintenance Agency, to enter the Said Independent Floor, 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.

30. Compliance of laws, notifications etc. by Allottee

The Allottee is entering into this Agreement for the allotment of a independent floor with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex. The Allottee hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Independent Floor 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 Independent Floor / Said Building at his/her own cost and keep DHDL 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.

31. Alterations of unsold units

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

32. EWS apartments, school(s), shops, commercial premises/building, etc.

The Allottee agrees that if DHDL is directed by the competent authority to earmark a portion of the Said Land for the construction of apartments for economically weaker sections (EWS) of the society, schools shops, club/community centre, commercial premises/buildings etc., in such a case it is a condition of this Agreement that the Allottee shall not object to its location as may be decided by DHDL and approved by the competent authority and shall not have any right, title or interest in any form or manner in the land earmarked for as well as in the EWS apartments, school(s), shops, commercial premises, religious building, club / community centre, the buildings constructed thereon and facilities provided therein. Further, the Allottee hereby agrees not to have any claim or right to any commercial premises/buildings or interfere in the matter of booking, allotment and sale of apartments for EWS, school(s), shops, commercial premises/buildings, club/community centre or in the operation and management of shops, club / community centre, school(s), commercial premises/buildings etc.

33. Right of DHDL to make additional constructions:

The Allottee agrees and acknowledges that DHDL/Company shall have the right to make additions to or put up additional structures in/upon the Said Building or additional independent floor building(s) and/or structures anywhere in the Said Complex as may be permitted by the competent authorities and such additional independent floor building(s)/structures shall be the sole property of DHDL/ Company and the DHDL/ Company will be entitled to deal with it in its discretion without any interference on the part of the Allottee. The Allottee agrees that DHDL/Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures /

stories with the existing electric, water, sanitary and drainage sources. The Allottee further agrees and undertakes that he/she shall after taking possession of the Said Independent Floor or at any time thereafter shall have no right to object to DHDL/Company constructing or continuing with the construction of the other building(s) / blocks outside/adjacent to the Said Building or inside the Said Complex or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure required for the Said Complex is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

34. DHDL's/Company's right to raise finance

DHDL 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 Independent Floor / Said Building / Said Complex / Said Land subject to the condition that the Said Independent Floor shall be free from all encumbrances at the time of execution of Conveyance Deed. DHDL/financial institution/bank, as the case may be, may always have the first lien / charge on the Said Independent Floor for all their dues and other sums payable by the Allottee or in respect of any loan granted to for the purpose of the construction of the Said Building/Said Complex.

35. This Agreement subordinate to mortgage by DHDL

The Allottee agrees that no lien or encumbrance shall arise against the Said Independent Floor 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 DHDL/ Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Independent Floor or excuse the Allottee from completing the payment of the price of the Said Independent Floor or performing all the allottee's other obligations hereunder or be the basis of any claim against or liability of DHDL provided that at the time of the execution of the Conveyance Deed the Said Independent Floor 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 Independent Floor in favour of the Allottee, shall be executed only on DHDL receiving no objection certificate from such financial institution / banks.

36. DHDL's/Company's charge on the Said Independent Floor

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



37. Purchase not dependent on financial contingency:

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

38. Act

The Allottee has read and understood the Act and its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed to be bound by the same or any statutory amendments or modifications thereof or the provisions of any other law (s) dealing with the matter.

The Said Independent Floor and the Said Building being subject to the Act or any statutory enactments or modifications thereof, the Common Areas and Facilities and the undivided interest of each independent floor owner in the Common Areas and Facilities as specified by DHDL / Company in the declaration which may be filed by DHDL/Company in compliance of Act shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that his / her right, title and interest in the Said Independent Floor / Said Building/Said Complex shall be limited to and governed by what is specified by DHDL in the said declaration or the amended declaration, which shall be in consonance with this Agreement and in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the Foot Print of the Said Building in which the Said Independent Floor is located. It is made clear that the Allottee shall not claim any interest or right in, facilities, amenities and buildings outside the Foot Print of the Said Building and DHDL/Company shall be entitled to sell, transfer, part with possession thereof or otherwise deal or dispose of the same in any manner at its sole discretion and the Allottee shall have no right or claim whatsoever of any sort therein.

39. Association of premises owners

The Allottee agrees and undertakes to join association/society of independent floor/premises owners as may be formed by DHDL/Company on behalf of independent floor owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by DHDL/ Company for this purpose.

40. Binding effect

Forwarding this Agreement to the Allottee by DHDL does not create a binding obligation on the part of DHDL or the Allottee until firstly, the Allottee signs and delivers this Agreement with all the Annexures along with the payments due as stipulated in the schedule of payments in **Annexure III** within thirty (30) days from the date of dispatch by DHDL and secondly a copy of this Agreement executed by DHDL through its authorized signatory is delivered to the Allottee within thirty (30) days from the date of receipt of this Agreement by DHDL from the Allottee. If the Allottee fails to execute and deliver to DHDL this Agreement within thirty (30) days from the date of its dispatch by DHDL, then 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 DHDL and dispatched to the Allottee within thirty (30) days from the date of its receipt

from the Allottee, then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Allottee in connection therewith shall be refunded to the Allottee without any interest or compensation whatsoever. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.

41. Agreement not assignable

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

42. 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 supercede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

43(a). Right to amend terms and conditions

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

43.(b) Right to amend annexures

The Allottee further agrees that the Maintenance Agreement (**Annexure VII**) attached to this Agreement is annexed to acquaint the Allottee 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 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 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 the annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Said Independent Floor.

44. Agreement specific only to the Said Independent Floor/Said Complex

The Allottee agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other Annexures are specific and applicable to independent floors 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 independent floor(s)/building(s)/project(s) of the Company/ its associates/subsidiaries, partnership firms in which the Company is partner or interested.

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

All the provisions contained herein and the obligations arising hereunder in respect of the Said Independent Floor/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 Independent Floor, as the said obligations go along with the Said Independent Floor for all intents and purposes.

46. Waiver not a limitation to enforce

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

(a) DHDL/Company may, at its sole option and discretion, waive in writing the breach by the Allottee of not making payments as per the schedule of payments given in **Annexure III** but on the condition that the Allottee shall pay to DHDL 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 that exercise of discretion by DHDL in the case of one Allottee shall not be construed to be a precedent and/or binding on DHDL to exercise such discretion in the case of other allottees.

(b) Failure on the part of DHDL 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.

47. Severability

The Allottee agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

48. 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.

49. 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 same building, the same shall be the proportion which the Super Area of the Said Independent Floor bears to the total super area of all the independent floors in the Said Building.

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the allottees of all the buildings, to be constructed on the Said Land the same shall be in proportion which the Super Area of the Said Independent Floor bears to the total super area of all the independent floors in all the buildings to be constructed on the Said Land.

50. Force Majeure

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

51. Right to join as affected party

DHDL/ Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if DHDL's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep DHDL/Company fully informed at all times in this regard.

52. Indemnification

The Allottee hereby covenants with DHDL/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 DHDL/Company and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that DHDL/ 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.

53. Brokerage

The Allottee shall bear its own 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 Independent Floor. DHDL shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Allottee have the right to deduct such charges from the Total Price and other charges payable to DHDL

for the Said Independent Floor. Further, the Allottee shall indemnify and hold DHDL free and harmless from and against any or all liabilities and expenses in this connection.

54. Further assurances

The Allottee agrees that the persons to whom the Said Independent Floor is let, transferred, assigned or given possession shall execute, acknowledge and deliver to DHDL such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as DHDL 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.

55. Copies of the Agreement

Two copies of this Agreement shall be executed and DHDL/Company shall retain the original and a copy of this Agreement will be send to the Allottee for his/her reference and record.

56. Place of execution

The execution of this Agreement will be complete only upon its execution by DHDL/Company through its authorized signatory at DHDL's Head Office in New Delhi after the copies are duly executed by the Allottee and are received by DHDL. This Agreement shall be deemed to have been executed at New Delhi.

57. Notices

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

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

(Address of Allottee)

M/s. DLF Home Developers Limited  
 DLF Centre,  
 Sansad Marg,  
 New Delhi-110 001

It shall be the duty of the Allottee to inform DHDL 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.

58. Joint Purchasers

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

59. Right to transfer ownership

DHDL/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 DHDL in its sole discretion and the Allottee agrees that he / she shall not raise any objection in this regard.

60. 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 DHDL, any other charges, deposits for bulk supply of electrical energy, Taxes and Cesses etc. as may be notified by DHDL 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 60 (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 DHDL in relation to the Said Independent Floor.
- iii) Failure to take possession of the Said Independent Floor within the time stipulated by DHDL/Company in its notice.
- iv) Failure to execute the conveyance deed within the time stipulated by DHDL in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by DHDL/Company, its nominee, other Body or Association of Independent Floor Owners/Association of Condominium, as the case may be.
- vi) Failure, pursuant to a request by DHDL/Company, in terms of Clause 39 of this Agreement, to become a member of the association of independent floor owners of the Said Building / Said Complex or to pay subscription charges etc. as may be required by DHDL or association of independent floor 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 DHDL/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 independent of the Said Independent Floor or usage of the Parking Space other than for parking his/her vehicle.
- x) Escalation Charges
- xi) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by DHDL which in the opinion of DHDL amounts to an event of default and the Allottee agrees and confirms that the decision of DHDL in this regard shall be final and binding on the Allottee.

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, DHDL may, in its sole discretion, by notice to the Allottee, cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and DHDL shall have the right to retain Earnest Money along with the Non Refundable Amount. The Allottee acknowledges that upon such cancellation of this Agreement, the Allottee shall have no right or interest on the Said Independent Floor and DHDL shall be discharged of all liabilities and obligations under this Agreement and DHDL shall have the right to sell or deal with the Said Independent Floor and the Parking Space in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by DHDL 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 DHDL to claim other liquidated damages which DHDL might have suffered due to such breach committed by the Allottee.

#### 61. 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.

#### 62. Dispute Resolution by Arbitration

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in DLF City, Gurgaon, Haryana by a sole arbitrator, who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Allottee 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 photograph and sign

Please affix photograph 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 \_\_\_\_\_  
(to be completed by the Allottee)

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

**WITNESSES:**

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

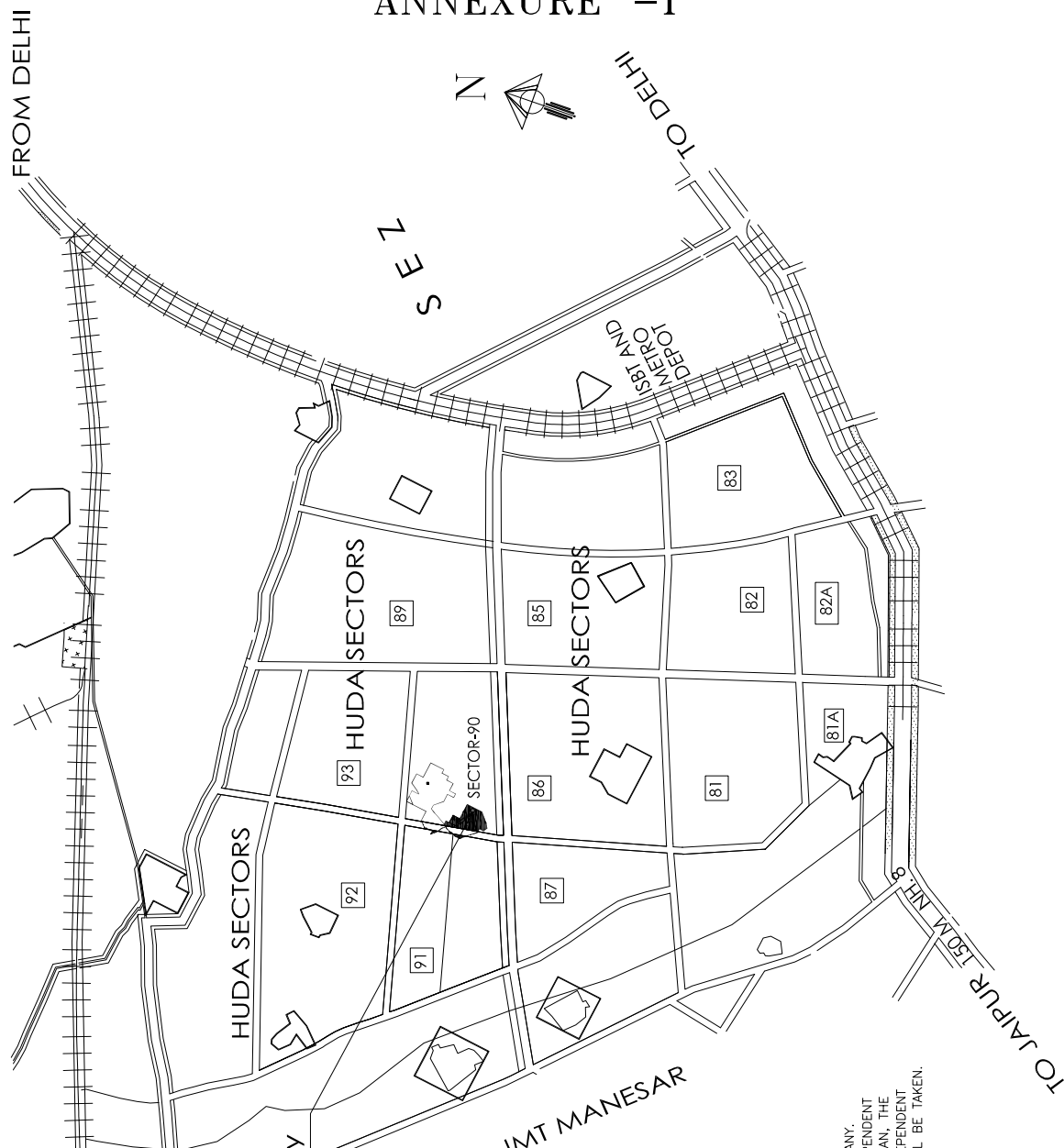
FOR AND ON BEHALF  
DLF Homes Developers Limited

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ (AUTHORISED SIGNATORY)



# ANNEXURE - I

## TENTATIVE LAYOUT PLAN SHOWING LOCATION OF Select Homes at NTH 90 DLF Gardencity, SECTOR-90, GURGAON

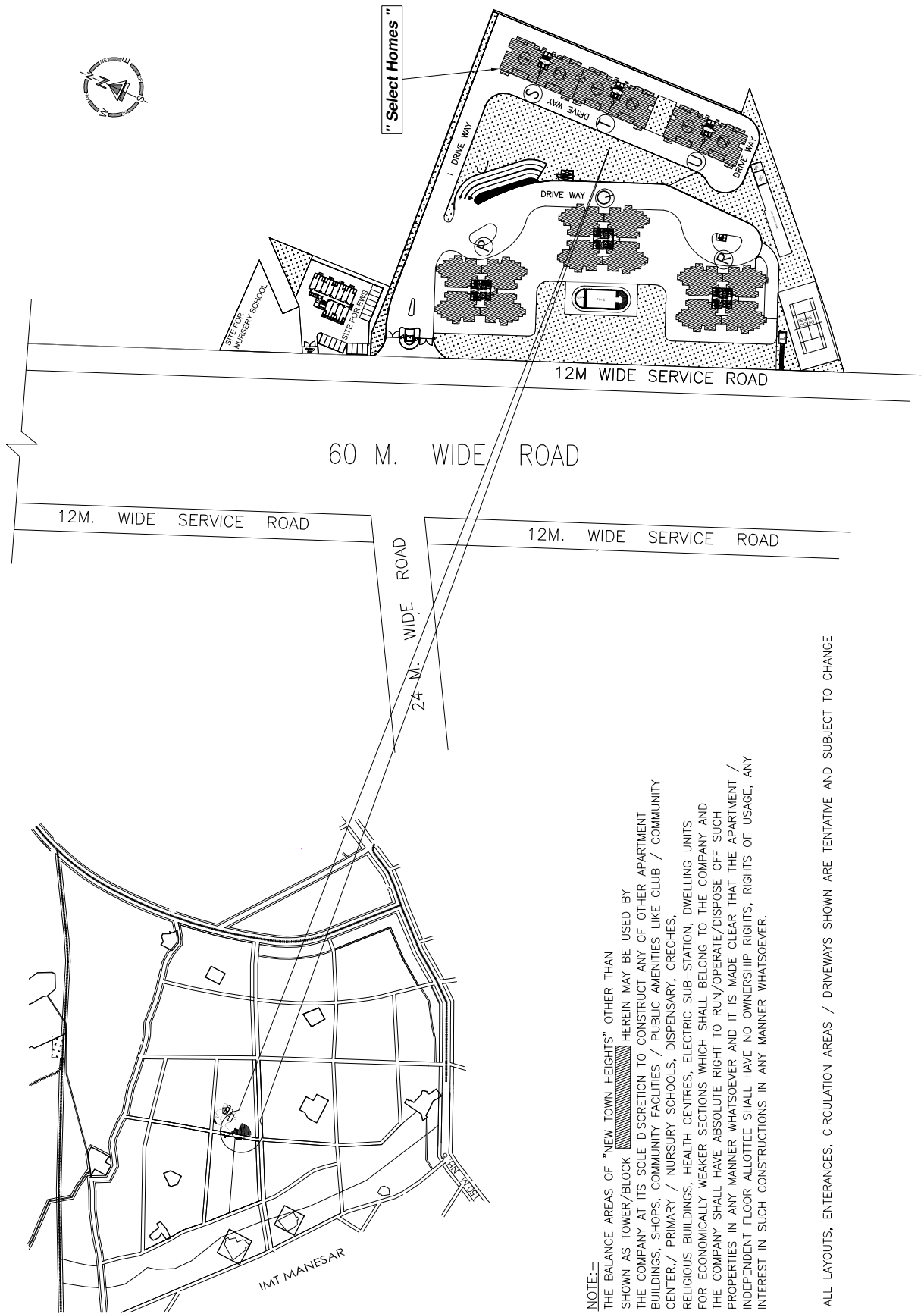


NOTE:-  
 THE PROPOSED TENTATIVE LAY OUT PLAN AS SHOWN HEREIN IS SUBJECT TO APPROVAL OF DIRECTOR, TOWN & COUNTRY PLANNING, HARYANA, CHANDIGARH AND ANY CHANGES / DIRECTIONS / CONDITIONS IMPOSED BY THE DIRECTOR, TOWN & COUNTRY PLANNING, HARYANA, CHANDIGARH WHILE APPROVING THE LAY OUT PLAN SHALL BE BINDING ON BOTH THE APARTMENT / INDEPENDENT FLOOR ALLOTTEE AND THE COMPANY. IT IS CLARIFIED BY THE COMPANY AND AGREED BY THE APARTMENT / INDEPENDENT FLOOR ALLOTTEE THAT WHILE CARRYING OUT SUCH CHANGES IN LAY OUT PLAN, THE COMPANY SHALL MAKE NO REFERENCE TO THE APARTMENT ALLOTTEE / INDEPENDENT AND NO CONSENT OF THE APARTMENT / INDEPENDENT FLOOR 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 SUPERCEDE THE TENTATIVE LAY OUT PLAN SHOWN HEREIN AND FORM A PART OF THIS AGREEMENT, AS ANNEXURE-I.

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

# ANNEXURE -IA

TENTATIVE SITE PLAN OF Select Homes at NTH 90 DLF Gardencity, SECTOR-90, GURGAON



NOTE:-  
 THE BALANCE AREAS OF "NEW TOWN HEIGHTS" OTHER THAN SHOWN AS TOWER/BLOCK HEREIN MAY BE USED BY THE COMPANY AT ITS SOLE DISCRETION TO CONSTRUCT ANY OF OTHER APARTMENT BUILDINGS, SHOPS, COMMUNITY FACILITIES / PUBLIC AMENITIES LIKE CLUB / COMMUNITY CENTER, / PRIMARY / NURSERY SCHOOLS, DISPENSARY, CRECHES, RELIGIOUS BUILDINGS, HEALTH CENTRES, ELECTRIC SUB-STATION, DWELLING UNITS FOR ECONOMICALLY WEAKER SECTIONS WHICH SHALL BELONG TO THE COMPANY AND THE COMPANY SHALL HAVE ABSOLUTE RIGHT TO RUN/OPERATE/DISPOSE OFF SUCH PROPERTIES IN ANY MANNER WHATSOEVER AND IT IS MADE CLEAR THAT THE APARTMENT / INDEPENDENT FLOOR ALLOTTEE SHALL HAVE NO OWNERSHIP RIGHTS, RIGHTS OF USAGE, ANY INTEREST IN SUCH CONSTRUCTIONS IN ANY MANNER WHATSOEVER.

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

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

X.....  
 (Second Applicant)

**ANNEXURE - II**  
**DEFINITION OF SUPER AREA**

Super Area for the purpose of calculating the Total Price in respect of the Said Apartment / Independent floor shall be the sum of Apartment Area of the Said Apartment / Independent floor, Its pro-rata share of Common Areas in the entire said building and pro-rata share of other Common Areas outside buildings, as may be applicable, earmarked for use of all Apartment / Independent floor allottees in New Town Heights, Sector-90, which include the exclusive Club with swimming pool, toilets / change room, multipurpose hall, gymnasium, & restaurant etc. etc.

Whereas the Apartment Area of the Said Apartment / Independent floor shall mean entire Area enclosed by its periphery walls including Area under walls, columns, balconies, deck, cupboards and lofts etc. and half the Area of common walls with other premises/ apartment, which form integral part of Said Apartment / Independent floor and Common Areas shall mean all such parts/ Areas in the "New Town Heights, Sector-90" which the allottee shall use by sharing with other occupants of New Town Heights, Sector-90 including entrance lobby, driver's / common toilet at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services Areas including but not limited to lift machine room, overhead water tanks, under ground water tanks & pump room, electric sub-station, DG set room, fan rooms, Laundromat, sewage treatment plant, maintenance offices / stores, security / fire control rooms, the exclusive club, and architectural features, if provided.

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

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

- a) Sites for shops and shop(s).
- b) Sites / Buildings/ Area of Community facilities / Amenities like Nursery / Primary / Higher Secondary School, Club (excluding the exclusive club for New Town Heights, Sector-90) / Community Centres, Dispensary, Creche, Religious Buildings, Health Centres, Police Posts. Electric Sub-Station, Dwelling Units for Economically Weak Sections / Services Personnel.
- c) Roof / top terrace above apartments excluding exclusive terraces allotted to apartments / Penthouses.
- d) Covered / Open Car Parking Area within / around Buildings for allottees / visitors of New Town Heights, Sector-90.

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

Presently, tentative percentage of Apartment Area to Super Area of Apartment varies depending upon the size of the apartments, for Independent floors this percentage is 85.9% approximately. Super Area and the percentage of Apartment Area to Super Area may undergo changes during construction of Said Building / Said Complex and final Super Area shall be confirmed upon completion of construction of Said Building(s).

**Annexure - III**

**PAYMENT PLAN**

**Select Homes at NTH 90 DLF Gardencity**

**PRICE**

Basic Sale Price	As applicable]
Cost of exclusive use of Parking Slots	
Back-to-Back(2)	9 lacs.
Normal	5 lacs
Preferential Location Charges	As applicable
EDC & IDC	Rs 230 p.sft
Interest Bearing Maintenance Security (IBMS)	Rs 50 p.sft
Down payment rebate	9.25%

**DOWN PAYMENT**

On Application for Booking	Rs 10,00,000/- (Plus Service tax)
Within 45 days of Booking	95% of Sale price (Less: Booking Amount & Down Payment Rebate)
On offer of possession	5% of Sale Price + IBMS + Stamp Duty & Registration Charges / other charges

**CONSTRUCTION LINKED INSTALLMENT PAYMENT PLAN**

On Booking	Rs 10,00,000/- (Plus Service Tax)
Within 45 days of Booking	15% of Sale Value less Booking Amount
Within 3 months of Booking	10% Of Sale Value
Within 6 months days of Booking	10% Of Sale Value
Within 9 months of Booking/casting of 1st floor*	10% Of Sale Value
Within 12 months of Booking/casting of 2nd floor*	10% Of Sale Value
Within 15 months of Booking/casting of 3rd floor*	10% of Sale Value
Within 18 months of Booking/casting of TERRACE*	10% of Sale Value
Within 21 months of Booking/Commencement of finishing work*	10% of Sale Value
On application of Occupation Certificate	10% of Sale Value
On offer of Possession	5% of Sale Price + IBMS + Stamp Duty & Registration Charges / other charges

\*Whichever is later

**SALE PRICE OF UNIT (BASIC SALE PRICE x SUPER AREA OF UNIT) + PLC + EDC  
+ IDC + COST OF EXCLUSIVE USE OF PARKING SLOTS**

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

X.....  
(Second Applicant)

**Notes:**

1. Down Payment Rebate is payable on Total Price.
2. The basic sale price plus cost of exclusive use of Parking slots is subject to escalation.
3. The rebate for early payment shall be subject to change from time to time and is presently @ 14% per annum.
4. One Back-to-Back car parking mandatory (i.e. 2 car parking slots)
5. The yearly simple interest payable on IBMS shall be determined by the Company as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March.
6. IBMS, Stamp Duty & Registration Charges / Other Charges shall be payable along with the last installment as applicable.
7. The Company would pay penalty to its customers @ Rs.10/- per sq ft per month for any delay in handing over the apartment beyond 30 months from the date of booking. Similarly, the customer would be liable to pay holding charge@ Rs.10/- per sq ft per month, if he fails to take possession within 30 days from the date of offer of possession.
8. Prices are effective as on 11th. Sept. 2012
9. Prices indicated above are subject to revision from time to time at the sole discretion of the company.
10. Prices, terms and conditions stated herein are merely indicative with a view to acquaint applicant and are not exhaustive.  
For detailed Terms and Conditions please refer to the Application Form as well as the Apartment Buyer's Agreement.
11. As per Govt Rules, Service Tax is payable on each installment.

ANNEXURE – IV

COMMON AREAS & FACILITIES

**PART – A:**

List of Common Areas and Facilities, as may be applicable for use of Independent floor Allottee within New Town Heights, Sector-90 proportionate Area of which included in computation of Super Area of the Said Independent floor.

1. Entrance Hall / Lobby at Ground Floor.
2. Staircase and mumty.
3. Lift/ lift shaft.
4. Lift lobby / Passage, including lighting and fire fighting equipments thereof.
5. Lift machine room.
6. Overhead Water tanks.
7. Electrical / Plumbing shafts and service ledges.
8. Mail room / Security room/ Driver's common toilet at Ground floor, if provided.
9. Security / Fire control room.
10. Maintenance office/ service areas.
11. Exclusive club for the allottees / occupants of New Town Heights, Sector-90.

**PART – B:**

List of General Common Areas and Facilities proposed to be located in the basement for all Apartment / Independent floor allottees in New Town Heights, Sector-90 included in computation of Super Area of the Said Apartment / said Independent floor (Plan attached to this Annexure).

- |  |   |  |
|--|---|--|
| 1. D.G. Room / D.G. sets.  | ] | May be located                         |
| 2. Underground Domestic & fire water tanks<br>and pump room & pumps with accessories | ] | under any apartment<br>Building or any |
| 3. Electric sub-station / transformers/  | ] | other suitable                         |
| 4. Electrical Panels.  | ] | location in                            |
| 5. Fan rooms   | ] | New Town Heights,                      |
| 6. Laundromat  | ] | Sector-90                              |
| 7. Maintenance stores and circulation Areas.   | ] |  |
| 8. Sewage treatment plant  | ] |  |

**PART – C:**

List of general Common Areas and Facilities within New Town Heights, Sector-90 for use of all Apartment / Independent floor allottees in New Town Heights, Sector-90 excluded from computation of Super Area of the Said Apartment / said Independent floor (Plan attached to this Annexure).

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

That save and except the use of Common Areas and Facilities in Part A, Part B, as above, exclusive use of covered parking space as described in Part D of this annexure and the undivided pro-rata share in the Foot Print of the Buildings. It is specifically made clear by the Company and agreed by the Apartment / Independent floor allottee that he/she shall not have any right, title, or interest in any other land(s), areas, facilities and amenities within New Town Heights, Sector-90 as these are specifically excluded from the scope of this Agreement and the Apartment Allottee



agrees and confirms that the ownership of such lands, Areas, facilities and amenities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

**PART-D:**

Parking Space within New Town Heights, Sector-90 individually allotted to an allottee of Apartment / Independent floor for his / her exclusive use and is excluded from the computation of Super Area of the Said Apartment / said Independent floor (Parking Plan attached in Annexure-VI).

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

**PART-E:**

It is specifically made clear by the Company and agreed by the Apartment / Independent floor Allottee that this Agreement is limited and confined in its scope only to the Said Apartment / Independent floor, Areas, amenities and facilities as described in Part-A, Part-B, Part-C & Part-D of this annexure, the foot print the Buildings. It is understood and confirmed by the Apartment / Independent floor Allottee that all other land(s), Areas, facilities and amenities in New Town Heights, Sector-90 and outside the periphery / boundary of New Town Heights, Sector-90 in or anywhere in DLF City are specifically excluded from the scope of this Agreement and the Apartment / Independent floor Allottee agrees that he / she shall not have any ownership rights, rights of usage, title, or interest in any form or manner whatsoever in such other lands, Areas, facilities and amenities as these have been excluded from the scope of this Agreement and have not been counted in the computation of Super Area for calculating the Total Price and therefore, the Apartment / Independent floor allottee has not paid any money in respect of such other lands, Areas, facilities, and amenities. The Apartment / Independent floor Allottee agrees and confirms that the ownership of such other lands, Areas, facilities and amenities, shall vest solely with the Company, its associates, its subsidiaries and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, Areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

1. Shops within the said Building, if any, and /or within the said portion of Land / New Town Heights, Sector-90.
2. Dwelling Units for Economically Weaker Section and Dwelling Units for Service Personnel in Building other than Apartment Buildings.
3. Areas reserved for all kinds of schools and school buildings/Construction (including but not limited to nursery, primary & higher secondary school).
4. Areas for Club (excluding exclusive club for New Town Heights, Sector-90) / Community Centre and Club/ Community Building(s).
5. Areas reserved for Dispensary and Dispensary Building(s).
6. Areas reserved for Creche and Creche Building(s)
7. Areas reserved for Religious Building and Religious Building(s)
8. Areas reserved for Health Centres and Health Centre Building(s).
9. Areas reserved for Police Posts and Police Post Building(s)
10. Areas reserved for Electric sub-stations (ESS) & ESS Building(s).
11. Areas for Telephone Exchange, Telecommunication facilities, Post-Office etc. and Building(s) / Constructions thereof.
12. Areas for all Commercial Buildings and Commercial Buildings / premises.
13. Area for sports, recreational facilities, etc.
14. Roads, Parks for use of General Public.
15. All Areas, Building, premises, structures falling outside the periphery / boundary of the said plot of land.

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

X.....  
(Second Applicant)

ANNEXURE - IV

PLAN SHOWING COMMON AREAS, FACILITIES & AMENITIES IN NEW TOWN HEIGHTS, SECTOR - 90, GURGAON

GENERAL COMMON AREAS & FACILITIES FOR USE ONLY BY ALL APARTMENT / INDEPENDENT FLOOR ALLOTTEES IN NEW TOWN HEIGHTS INCLUDING Select Homes at NTH 90 DLF Gardencity

INCLUDED IN COMPUTATION OF SUPER AREA

BASEMENT \* BASEMENT UNDER ANY APARTMENT BUILDING(S) OR FOR SERVICES ANY OTHER SUITABLE LOCATION IN NTH, DLF GARDENCITY, SECTOR -90

# DG ROOM / DG SETS

# UNDERGROUND DOMESTIC /FIRE TANKS & PUMP ROOM

# ELECTRIC SUB STATION/TRANSFORMERS/ELECTRICAL PANEL

# MAINTNANCE & SERVICES AREA

CLUB INCLUDING SWIMMING POOL, TENNIS COURT ETC. FOR BLOCK P, Q, R, S, T & U.

[CLUB]

EXCLUDED FROM COMPUTATION OF SUPER AREA (REFER ANNEXURE-IV PART C)

[Hatched Box] LAWN/PLAY AREA INCLUDING LIGHTING, SERVICES ETC.

[Dotted Box] DRIVEWAY/ROAD INCLUDING LIGHTING, SERVICES ETC.

[Circle with dot] FIRE HYDRANT AND FIRE BRIGADE INLET ETC.

CAR PARKING RESERVED FOR APARTMENT / INDEPENDENT FLOOR ALLOTTEES IN NEW TOWN HEIGHTS, SECTOR - 90 FOR THEIR EXCLUSIVE USE (REFER ANNEXURE IV PART D)

[Wavy Box] COVERED CAR PARKING ON STILT LEVELS OF BUILDINGS S, T & U

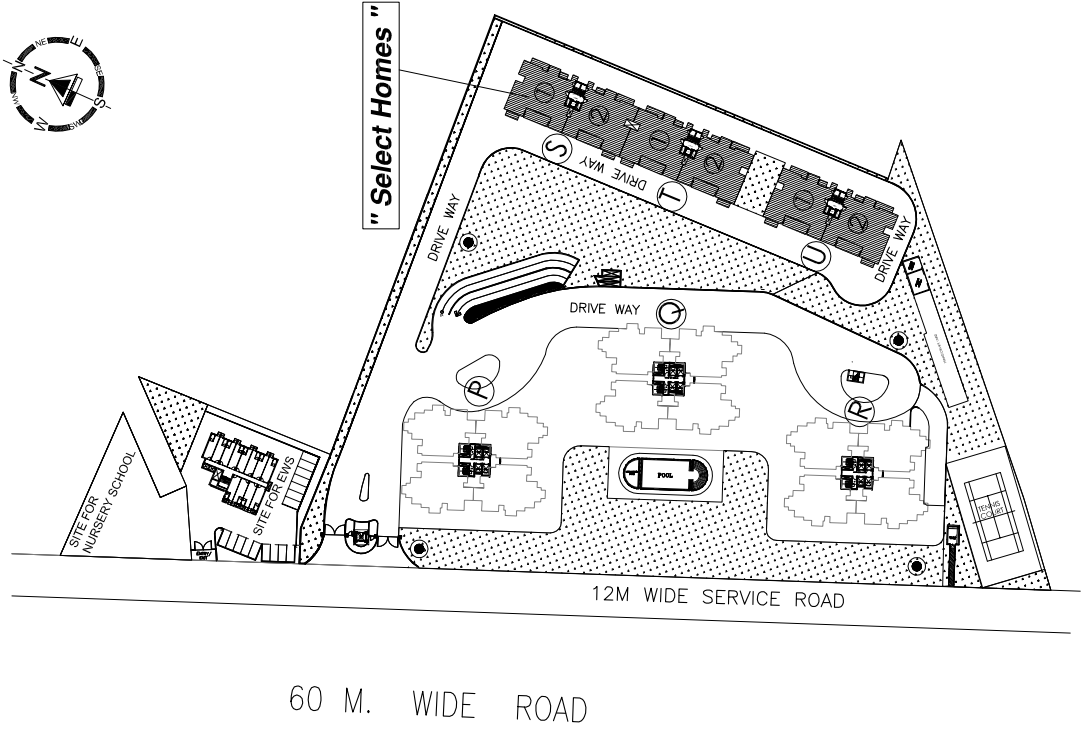
[Grid Box] OPEN CAR PARKING AROUND BUILDING

AREAS IN NEW TOWN HEIGHTS RESERVED FOR FACILITIES SPECIFICALLY EXCLUDED FROM COMMON AREAS OF NEW TOWN HEIGHTS, SECTOR - 90 WHICH MAY BE USED BY THE ALLOTTEES ALONG WITH OTHER HABITANTS OF NEW TOWN HEIGHTS, SECTOR - 90 AND THE GENERAL PUBLIC

[Nursery School Box] - SITE RESERVED FOR NURSERY SCHOOL

[EWS Box] - SITE RESERVED FOR EWS

NOTE:- ALL LAYOUTS, ENTRANCES, CIRCULATION AREAS/ DRIVEWAYS SHOWN ARE TENTATIVE AND SUBJECT TO CHANGE.





## ANNEXURE- V

### Specifications for Select Homes at NTH 90 DLF Gardencity, SECTOR-90 GURGAON

- For safety, structure shall be Zone IV designed for seismic considerations, as stipulated by the Indian Codes.
- Air Conditioned Independent Floor excluding Kitchen, Toilets & S.Room areas.
- Air Conditioned Entrance Hall on Ground Floor.
- Eco friendly environment with Rain Water Harvesting system to recharge aquifer, and use of treated water from STP for flushing and horticulture.
- Pre heated water supply through Solar Water Heaters to Kitchens.

#### Living/Dining/Lobby/Passage

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

#### Bedrooms

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

#### Kitchen

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

#### Balcony

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

#### Toilets

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

#### Plumbing

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

#### Fire Fighting System

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

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(Sole/First Applicant)

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(Second Applicant)

**Doors**

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

**External Glazings**

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

**Electrical Fixtures/Fittings**

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

**Power Back-up**

100 % DG Power back up as mentioned below:-

4 BHK+S.Room - Not exceeding 14 KVA per Independent Floor

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

**Security System**

Secured Gated Community with access control at entrances. CCTV in Entrance Lobbies & oneintercom point in each Independent Floor.

**Lift Lobby**

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

**Staircases**

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

**Club Facility**

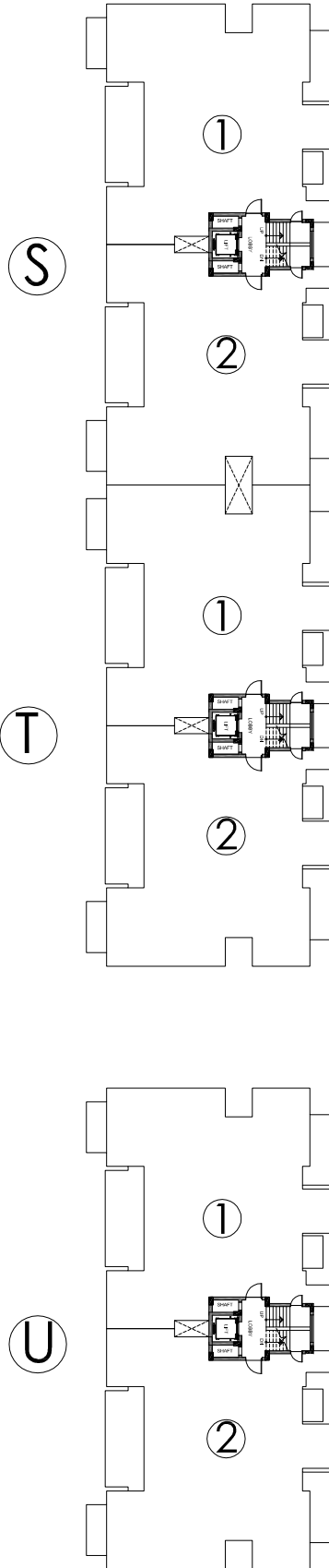
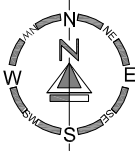
Multi Purpose Hall with Banqueting Facility , Billiards room, Card room, Aerobics / Yoga Centre / Gymnasium, Steam / Sauna / Massage room , AV room , Tennis Court, Shop, Swimming Pool with Change Rooms, Separate Kids' Pool.

**Conversion Scale**

1 ft = 304.8 mm

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

ANNEXURE - VI

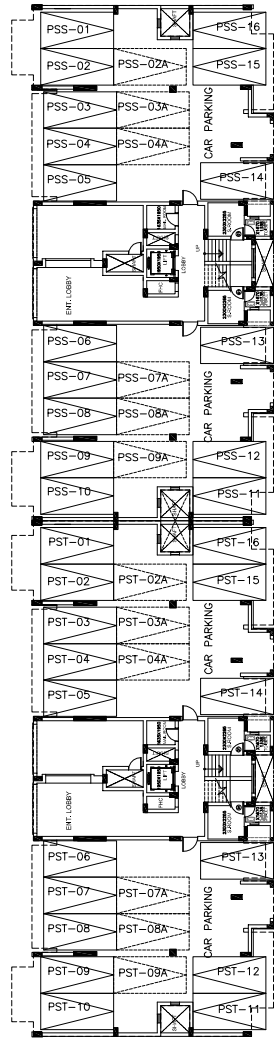


TENTATIVE NUMBERING PLAN

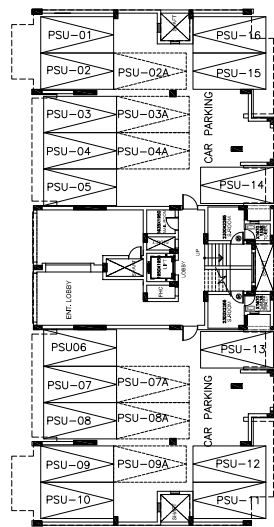
# ANNEXURE - VI



S



T



U

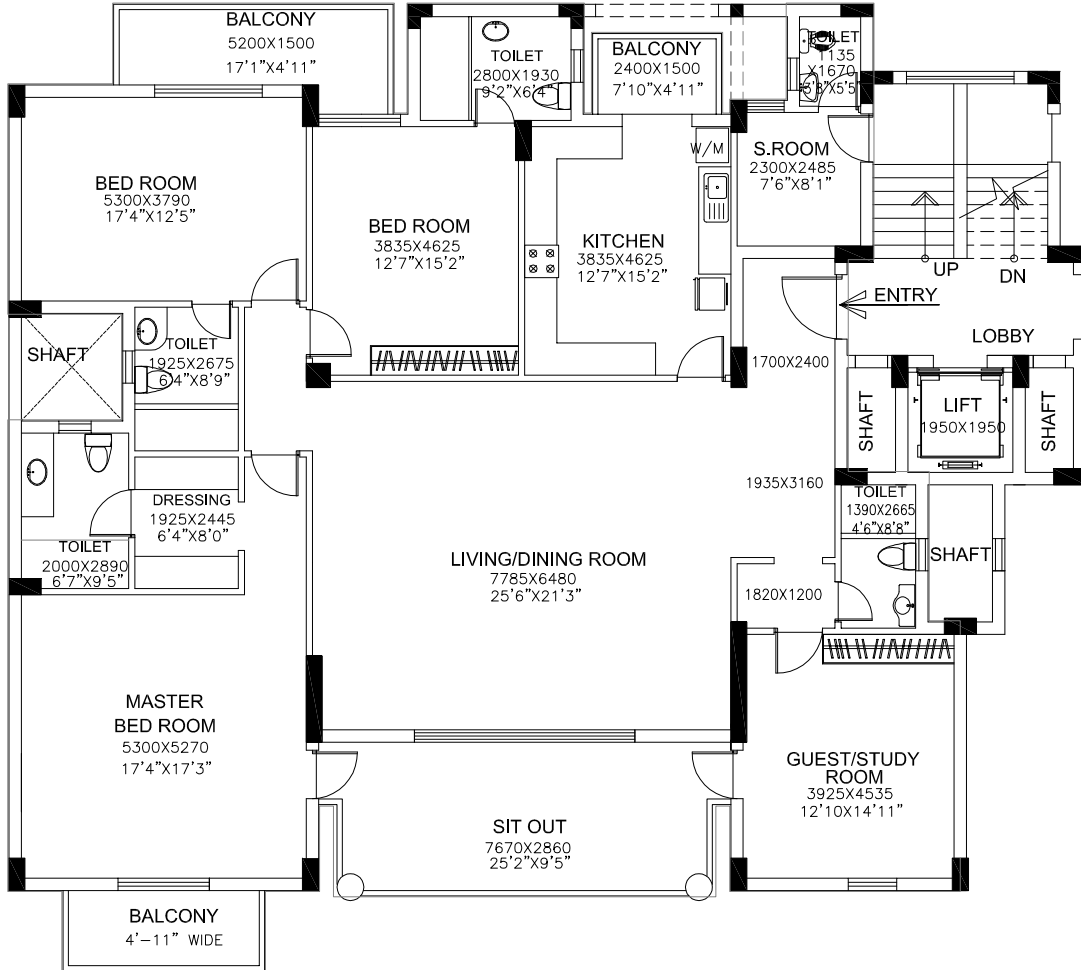
TENTATIVE CAR PARKING PLAN AT STILT OF BLOCK S, T & U

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(Sole/First Applicant)

X.....  
(Second Applicant)

ANNEXURE -VI

TENTATIVE TYPICAL INDEPENDENT FLOOR PLAN IN BLOCK S/T/U



TENTATIVE SALEABLE AREA = 314.01Sqm  
or 3380 Sft.

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

X.....  
(Second Applicant)

ANNEXURE-VII

MAINTENANCE AGREEMENT

This Agreement is made on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

**AMONGST**

1) DLF Homes Developers Limited, a company registered under the Companies Act, 1956 having its registered office at DLF Centre, Sansad Marg, New Delhi-110 001 and having corporate identification no. U74899DL1995PLC075028 (hereinafter referred to as '**DHDL**' which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) through its duly Authorized Signatory Shri .....  
S/o ..... R/o .....  
vide Board Resolution dated ..... of the First Part.

**AND**

2) New Town Heights 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 Mr. .... S/o .....  
..... R/o ..... of the Second Part;

**AND**

3)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 having its registered office at \_\_\_\_\_  
\_\_\_\_\_ (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. \_\_\_\_\_.

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(Sole/First Applicant)

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(Second Applicant)

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 Independent Floor Buyer's Agreement for the purchase of the Said Independent Floor in the Said Complex and has taken possession / is in process of taking possession.

AND WHEREAS the Independent Floor 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 Independent Floor 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 annexure(s) and schedules attached thereto;

**"Independent Floor Buyers Agreement"** shall mean the independent floor buyer's agreement dated [\_\_\_\_\_] entered into between the Company and the User for the sale of the Said Independent Floor 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 Independent Floor by the User as maintenance security with the Company/Maintenance Agency for providing the Maintenance Services and utilities, carrying simple interest, as per the applicable rates on one year fixed deposits accepted by State Bank of India, at the close of each financial year on

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(Sole/First Applicant)

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(Second Applicant)

31<sup>st</sup> March, calculated from the date of realization of amount by the Company/ Maintenance Agency and which is to be adjusted/transferred in the manner as provided in the Independent Floor Buyers Agreement.

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

In the event the User has paid the IBMS in favour of the Association and the Association has appointed another maintenance agency for maintaining the Said Complex/Said Building then in that event, the User may be required to issue a fresh cheque towards IBMS in favour of the said Maintenance Agency. However, that would be subject to the User receiving a refund cheque of the IBMS amount paid earlier to the Association.

The Maintenance Agency/Association reserves the right to modify, revise all or any of the terms of the maintenance security including but not limited to amount/ rate of the maintenance security.

**“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 Independent Floor including but not limited to electricity, water, charges which shall be charged on monthly basis as per actual consumption/ usage and also does not include any statutory payments/taxes with regard to Said Complex/ Said Building/ Said Independent Floor. The maintenance charges will be calculated on the basis of actual cost of Maintenance Services.

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

*(Total cost of Maintenance Services/ Total super area of all the independent floors) X The super area of the Said Independent Floor*

**“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 Independent Floor”** shall mean the residential Independent Floor no. \_\_\_\_\_ located on \_\_\_\_\_ floor in the Said Building having a super area of \_\_\_\_\_ sq. mtr (\_\_\_\_\_ sq. feet approx.) 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 “New Town Heights”, constructed on the Said Portion of Land.

**“Said Land”** means the land admeasuring about 34.9505 acres or thereabouts situated in sector 90 at revenue estate of village Hayatpur and Wazirpur, District Gurgaon, Haryana, on which the Said Complex is being developed.

For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes 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 Independent Floor Buyers Agreement/conveyance deed executed by the Company of the Said Independent Floor 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,

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(Sole/First Applicant)

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(Second Applicant)



- (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 substations 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 Lower Basement/ Upper Basement/Stilts car parking spaces allotted for exclusive use of the User, driveways, electrification, security services etc and other services, as the Maintenance Agency may deem fit, with regard to the car parking in the basement/ podium(s).

For the avoidance of doubt, it is clarified that Maintenance Agency may add , withhold or vary any of the Maintenance Services if the Maintenance Agency considers the addition, withholding or variation of such services to be necessary or desirable for the upkeep and maintenance of the Said Complex or part thereof which may have the effect of increase, or if so required by lawful authority, in the Maintenance Charges.

**2. MAINTENANCE CHARGES:**

The User agrees and undertakes to pay, on quarterly basis, the Maintenance Charges in advance, as per the bills raised by the Maintenance Agency in this regard, at the beginning of every quarter. The User understands that as per the Independent Floor Buyer's Agreement the Maintenance Charges are to be levied from the date of grant of Occupation Certificate by the competent authority for the Said Complex.

At the end of each financial year, Maintenance Agency shall get its account audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there shall be any surplus/deficit arising at the end of the financial year after audit, the same shall be adjusted in the bills raised in the subsequent financial year in a manner that the amount may be refunded/recovered from subsequent bills to the User.

The basis for the Maintenance Charges to be billed to the User shall be as under:

**A. Maintenance Services:**

- i) The Maintenance Charges shall be calculated by taking into account the entire cost incurred by the Maintenance Agency for rendering total services and the bills for the same shall be raised quarterly in advance.
- ii) The Maintenance Agency shall also bill the charges relating to the operation and maintenance of various services in ..... in which the Said Complex/ Said Independent Floor is located.

B. Utilities:

- i) The Maintenance Agency shall bill, monthly, for the consumption of electrical energy inside the Said Independent Floor based on number of units consumed as indicated by the meter(s) installed in the Said Independent Floor at pre-determined rates (which for want of a more suitable standard / rate shall correspond) to the rates charged by DHBVNL to its direct consumers) falling in the schedule of tariff as applicable from time to time to the Said Independent Floor. 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 (DHBVNL) 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 Independent Floor. 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 Independent floors. It is clarified and understood by the Users that Maintenance Charges are inclusive of cost incurred in arranging electrical energy from DHBVNL and/or from standby DG Set(s) net of the receipts from bills paid by the Users shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of Maintenance Agency.

**3. PROCEDURE OF BILLING AND PAYMENT:**

- i) The Maintenance Agency shall, at the beginning of each quarter, raise the bill for Maintenance Charges as mentioned in clause 2A on the User. The User undertakes to pay the entire amount of Maintenance Charges as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- ii) The Maintenance Agency shall raise bills for utilities as per clause 2B on the User for actual consumption of utilities including but not limited to electricity and water charges. The User undertakes to pay the entire amount of as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- iii) All payments shall be made by the User through Crossed Cheque/ Demand Draft only, drawn in favour of the Maintenance Agency payable at Gurgaon and shall be deemed to have been paid only when the amounts are credited to the accounts of the Maintenance Agency .
- iv) In the event of delay/default by the User in payment of the Maintenance Charges/ utilities bills by the due date mentioned in the bills, the Association/Maintenance Agency shall have the right to adjust the unpaid amount, in the first instance from the interest accrued on the IBMS and if such accrued interest falls short of the unpaid Maintenance Charges, the Association/Maintenance Agency shall have the right to adjust the same from the principal amount of IBMS.
- v) In case due to the aforesaid adjustment, the principal amount of IBMS falls below the required amount, then the User shall be liable to make good such short fall within fifteen (15) days failing which the User shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date. If the User defaults in making the shortfall within a further period of fifteen (15) days, the Maintenance Agency shall have the right to withhold/ discontinue the Maintenance Services/ utilities for the Said Independent Floor, at any time, without any further notice.

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

- vi) Without prejudice to the right to the Maintenance Agency to recover the Maintenance Charges/ utilities bills in the aforesaid manner and to charge interest for the period of delay, the unpaid bill shall be deemed to be a notice to the User to the effect that if the amounts stated in the bill is not paid by the due date, the Maintenance Agency shall have the right to discontinue the provision of Maintenance Services/utilities/ to run and operate the equipments of utilities to the User till the date of payment of the unpaid amount along with interest.
- (vii) All returned/dishonoured cheques shall be subject to legal action under the provisions of Negotiable Instrument Act, 1881 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 18% p.a. and other charges as provided in this Agreement in case of dishonoured cheques.
- (viii) The payment of bill shall not be held up/ delayed even if there are any differences or disputes as to its accuracy. Any such difference or disputes regarding accuracy of the bill shall be separately settled as provided in Clause 7 of this Agreement.
- (ix) Notwithstanding any clause of this Agreement, the liability of the Maintenance Agency to provide Maintenance Services is conditional on the Maintenance Agency getting the Maintenance Charges/utilities payments within the stipulated time from all the users, and in the event there is a default by the independent floors owners 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 independent floors owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any independent floor owner.

Notwithstanding any clause of this Agreement, the Liability of the Maintenance Agency to provide Maintenance services is conditional on the Maintenance Agency the Maintenance Charges/utilities bills within the stipulated time from all users, in no even less than 75-80% of the actual users. In the even there is a default by more than 20-25% of the independent floor owners to pay the Maintenance Charges/utilities bills the Maintenance Agency shall not be oblidge to provide any Maintenance Services and/or run or operate the utilities equipments to any of the independent floor owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any independent floor 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 Independent Floor 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 Independent Floor 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 Independent Floor, or to the Said Building, or to the Common Areas and Facilities

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

X.....  
(Second Applicant)

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 Independent Floor and keep the Said Independent Floor, 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 Independent Floor 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 Independent Floor. 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 Independent Floor, 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 substations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof on pro-rata basis. The User acknowledges that the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof.

**5. LIMIT ON THE RESPONSIBILITY OF THE MAINTENANCE AGENCY**

- (i) The User understands that the Maintenance Agency may engage other agencies/contractors to provide one/more/ all Maintenance Services under separate agreements. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies' work and to ensure that their operation is in conformity with the agreement executed by them and to replace an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. The Maintenance Agency shall not be liable for any delay, loss or damage caused by agencies' failure or refusal to timely provide services.
- (ii) The Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the Said Independent Floor/Said Building/Said Complex including those or due to electrical devices installed in the Said Independent Floor. The hazards aforesaid originating



from the Said Independent Floor/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 Independent Floor 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 Independent Floor 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 Independent Floor, as the said obligations go along with the Said Independent Floor 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 Independent Floor 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) Any User in 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 Managing Director of the Maintenance Agency and whose decision shall be final and binding upon the parties. The User hereby confirms that the User shall have no objection to this appointment even if the person so appointed, as the arbitrator, is an employee or advocate of the Maintenance Agency or is otherwise connected to the Maintenance Agency and the User confirms that notwithstanding such relationship/connection, the User shall have no doubts as to the independence or impartiality of the said arbitrator. Reference to arbitration shall be without prejudice to the right of the Maintenance Agency to effect recovery of arrears of dues (through disconnection of supply or otherwise). The arbitration proceedings shall be held at an appropriate location in ..... alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto. The Courts at Gurgaon alone and/or High Court at Chandigarh alone shall have the jurisdiction.

**IN WITNESS WHEREOF** the parties have set their hands to this Agreement at the place and on the day, month and year first above written.

in the presence of

WITNESSES

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

For and on behalf of

M/s \_\_\_\_\_

(AUTHORISED SIGNATORY)

For and on behalf of

M/s \_\_\_\_\_ LTD.

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

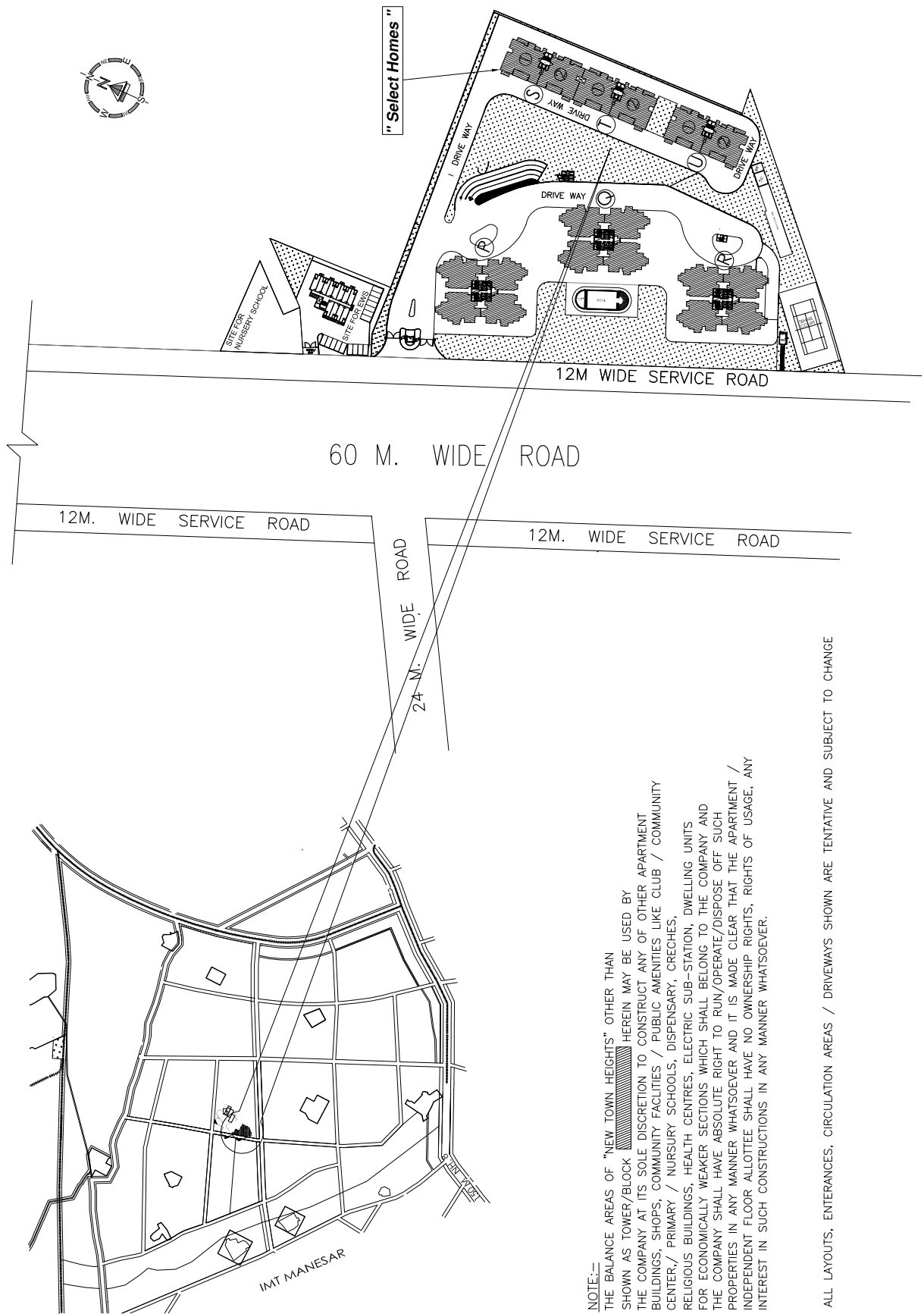
(AUTHORISED SIGNATORY)

Mr./Mrs./M/s \_\_\_\_\_

[User(s)]

# ANNEXURE -I (of ANNEXURE VII)

TENTATIVE SITE PLAN OF Select Homes at NTH 90 DLF Gardencity, SECTOR-90, GURGAON



NOTE:-  
 THE BALANCE AREAS OF "NEW TOWN HEIGHTS" OTHER THAN SHOWN AS TOWER/BLOCK HEREIN MAY BE USED BY THE COMPANY AT ITS SOLE DISCRETION TO CONSTRUCT ANY OF OTHER APARTMENT BUILDINGS, SHOPS, COMMUNITY FACILITIES / PUBLIC AMENITIES LIKE CLUB / COMMUNITY CENTER, / PRIMARY / NURSERY SCHOOLS, DISPENSARY, CRECHES, RELIGIOUS BUILDINGS, HEALTH CENTRES, ELECTRIC SUB-STATION, DWELLING UNITS FOR ECONOMICALLY WEAKER SECTIONS WHICH SHALL BELONG TO THE COMPANY AND THE COMPANY SHALL HAVE ABSOLUTE RIGHT TO RUN/OPERATE/DISPOSE OFF SUCH PROPERTIES IN ANY MANNER WHATSOEVER AND IT IS MADE CLEAR THAT THE APARTMENT / INDEPENDENT FLOOR ALLOTTEE SHALL HAVE NO OWNERSHIP RIGHTS, RIGHTS OF USAGE, ANY INTEREST IN SUCH CONSTRUCTIONS IN ANY MANNER WHATSOEVER.

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

ANNEXURE-II (of Annexure VII)

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**NEW TOWN HEIGHTS CODOMINIUM ASSOCIATION  
APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY**

NO.

DATE:

CONNECTION NO.:

To

The Manager,

\_\_\_\_\_,  
\_\_\_\_\_, Gurgaon, Haryana

The Allottee agrees to take from \_\_\_\_\_, (hereinafter called “\_\_\_\_\_”) at the said Independent Floor 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)

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

X.....  
(Second Applicant)



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 CONDITIONS OF SUPPLY OF ELECTRICAL ENERGY

New Town Heights Condominium Association shall, after receiving permission for bulk supply of electrical energy from the Dakshin Haryana Bijli Vitran Nigam Limited (hereinafter referred to "DHBVNL") 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) "NTHCA" means the New Town Heights Condominium Association, 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 DHBVN source or through standby DG Set(s) etc. and is applicable to the units consumed by the User in any month.
- (g) "DHBVNL" shall mean Dakshin Haryana Bijli Vitran Nigam Limited.
- (h) A month shall mean a English Calendar month.
- (i) "Supply Act" shall mean The Electricity (Supply) Act 1948, as amended from time to time.
- (j) "Said Independent Floor" shall mean Independent Floor No. \_\_\_\_\_ Located on floor No. \_\_\_\_\_ Building No. \_\_\_\_\_, Sector – 90, The Select Homes at NTH 90, DLF Gardencity, Gurgaon, Haryana.
- (k) "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 NTHCA, the User shall pay a security deposit as may be demanded by NTHCA which may correspond to the deposit paid/payable to DHBVNL by NTHCA. The User also undertakes to make deposit towards hire of the electricity meter to be provided by NTHCA.
- (b) As NTHCA shall, on behalf of the occupants of the Said Complex, including the User, apply for permission to distribute the electrical energy to the Said Independent Floor/Said Complex. The User in pursuance to the requirements of DHBVNL and that of this Application, undertakes not to apply to DHBVNL directly for supply of any electrical energy to the Said Independent Floor.

#### 3 Point of Supply:

NTHCA shall give the supply of energy to the User at one point as NTHCA may decide and the switch board and meters etc. on the Said Independent Floor for the reception of NTHCA's supply

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

X.....  
(Second Applicant)

shall be erected by NTHCA. The User undertakes to pay on demand to NTHCA, installation charges, testing charges, meter hire charges, as set out in the schedule of tariff annexed to this Agreement. All the installations of NTHCA shall be maintained in good condition by the User.

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

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

**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 NTHCA 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 Independent Floor may be insured and with such wiring regulations of NTHCA 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 NTHCA's meter or in such other position as shall be approved by NTHCA.
- (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 NTHCA. The User cannot connect or sub-let the load, or permit connection from its sanctioned supply to any other Independent Floor.

**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, NTHCA shall be entitled do disconnect the supply to the Said Independent Floor and in the event of any damage to NTHCA's system resulting from such unauthorized extensions, the User shall pay to NTHCA all expenses on account of and connected with such damage as determined by NTHCA.

**7. Defects in the User's Installation:**

In the event of any defects being discovered in the User's wiring or apparatus connected to NTHCA'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 NTHCA's authorized employees, shall immediately disconnect such part of the wiring or apparatus from the circuit and notify NTHCA. NTHCA 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 NTHCA at each point of supply at the Independent Floor of the User and shall remain the property of NTHCA so long as the Contract of supply subsists. NTHCA 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 NTHCA's authorized employees. The User shall ensure that meter seal is not broken or tampered with.
- (c) The authorized employee of NTHCA 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 NTHCA, which may comply with such notice subject to the User paying prescribed charges in advance.

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

X.....  
(Second Applicant)

- (e) Should the User dispute the accuracy of the said meter, it may upon giving notice in writing to NTHCA and paying in advance a prescribed fee, cause a test of the meter to be made by NTHCA and if on such test being made the meter should prove to be not correct, NTHCA 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 NTHCA 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 NTHCA, at any time, detects the meter at the Said Independent Floor to be incorrect, NTHCA 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 NTHCA at any time detect the meter at a User's Independent Floor to be in-operative (or the User so informs NTHCA), 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 NTHCA's Apparatus:**

The User shall be solely responsible, as determined by NTHCA, for any loss or damage, to any supply lines, main fuses, meters and/or other apparatus belonging to NTHCA on the Said Independent Floor, 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 NTHCA supply, any apparatus which NTHCA may deem to be likely to interfere with or affecting injuriously NTHCA's supply to other users.
- (b) The User shall not keep unbalanced loading on the three phases of the supply taken from NTHCA, 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 NTHCA as to interfere with the safety or efficient working of NTHCA's supply lines or other works, or to act prejudicially to NTHCA in any manner whatsoever.

**11. Discontinuance of Supply:**

- (a) NTHCA 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 NTHCA detects any theft/pilferage of electrical energy on the said Independent Floor, its connection is liable to be disconnected immediately without any notice.
- (c) NTHCA 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 Independent Floor is possible and maintained when the electrical installation/system are maintained well by NTHCA. For maintenance services NTHCA raises separate charges every month in addition

to electricity consumption charges in the Said Independent Floor 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 NTHCA to disconnect the electricity supply to the said Independent Floor under this Agreement.

**12. Failure of Supply:**

NTHCA 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 NTHCA or inadequate or low quality of supply from DHBVNL to NTHCA.

**13. Security Deposit:**

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

The User agrees to pay/reimburse to NTHCA further deposits as may be demanded by DHBVNL from NTHCA 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 NTHCA, if the User habitually defaults in the payment of his/her bills.

**14. Bills:**

NTHCA 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 Independent Floor disconnected by NTHCA, without prejudice to the right of NTHCA 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 NTHCA 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 Independent Floor be so disconnected of supply, the connection shall not be restored by NTHCA, 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 NTHCA to nominate/assign/entrust the Work of Supply of Electrical Energy:**

The User agrees that he/she shall not object if NTHCA 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 Independent Floor 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 NTHCA to Revise the Schedule of Tariff and Charges:**

The Schedule of Tariff and Charges for supply of electrical energy is enclosed as Annexure-I. NTHCA 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 DHBVNL & NTHCA.

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

X.....  
(Second Applicant)

18. **Access to Said Independent Floor:**

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 NTHCA 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 NTHCA.

(b) Any notice by the User to NTHCA shall be deemed to be duly given if served in writing addressed to NTHCA and delivered by hand at or sent by registered post to the registered office of NTHCA.

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 NTHCA 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 NTHCA and the User, the matter shall be referred to arbitration of sole arbitrator to be appointed by NTHCA. Reference to arbitration shall be without prejudice to the right of NTHCA 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 an appropriate location in alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 and statutory modifications thereto. The Courts at Gurgaon and/or High Court at Chandigarh alone shall have the jurisdiction for all matters or dispute arising out or touching and/or covering this transaction.

For and on behalf of

\_\_\_\_\_

(Authorised Signatory)

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

.....

(User)

**ANNEXURE – III ( of Annexure VII)**  
**SCHEDULE OF TARIFF ( AS APPLICABLE PRESENTLY)**

**1. ENERGY CHARGES:**

- a) For Billing Purpose During the Financial Year (On Prevalent DHBVNL Charges to its direct users)

Current Rate/Unit                      Rate                      : Rs. \_\_\_\_\_

Elect. Duty : Rs. \_\_\_\_\_

**2. INTEREST-FREE SECURITY DEPOSITS:**

a) Service Connection Deposit    : Rs. \_\_\_\_\_  
(Non-refundable)

b) Advance Consumption Deposit    : Rs. \_\_\_\_\_ per KV  
(Refundable)

c) Meter Security Deposit     : Rs. \_\_\_\_\_

3. **MINIMUM DEMAND CHARGES**     : Rs. \_\_\_\_\_ per KV of Contract Demand

**4. MISCELLANEOUS:**

a) Meter Installation Charges     : Rs. \_\_\_\_\_ per meter

b) Meter Testing Charges     : Rs. \_\_\_\_\_ per meter

c) Re-connection/Disconnection Charges     : Rs. \_\_\_\_\_ per meter

d) Periodic Inspection Charges     : Rs. \_\_\_\_\_ per meter

e) Meter Hire Charges per month     : Rs. \_\_\_\_\_ per meter

**Note:**

- Electronic Meters are not provided at present in the Said Independent Floor. However, if the electronic meters are provided at a later date then the User agrees to pay to \_\_\_\_ the deposit and hire charges as determined by \_\_\_\_\_. The User is required to note that the deposit and hire charges of electronic meters will not correspond to DHBVNL Schedule.
- This Schedule of Tariff shall correspond to the Schedule of Tariff of DHBVNL prevailing on the date of execution of this Application. Any amendment, addition, alteration or modification in the Schedule of Tariff of DHBVNL shall be deemed to be automatically incorporated in this Schedule of Tariff without any notice and shall be binding on the User.
- Cost of the meter shall be recovered from the User in full if it is damaged due to excess power consumption by the User, over and above the sanctioned load.

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

X.....  
(Second Applicant)



ANNEXURE-VIII

**APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION**

**(To be filled up by the Allottee)**

From:

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

To,

The Secretary

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

Gurgaon, Haryana

Sir,

I have entered into an Agreement with M/s. DLF Homes Developers Limited to purchase an Independent Floor No. \_\_\_\_\_ on \_\_\_\_\_ floor in Tower/Building No. \_\_\_\_\_ in the Select Homes at NTH 90, DLF Gardencity, Gurgaon, Haryana.

Kindly enroll me as a member of New Town Heights Condominium Association for which I herewith remit a sum of Rs. \_\_\_\_\_ towards entrance fee of the Said Association.

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

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

Thanking you,

Yours faithfully

(                    ) x

Member

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

X.....  
(Second Applicant)

**ANNEXURE-IX**

**UNDERTAKING**

I \_\_\_\_\_ S/o Sh. \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ have been allotted independent floor no. \_\_\_\_\_ on \_\_\_\_\_

floor in Building No. \_\_\_\_\_ in New Town Heights, Sec.- \_\_\_\_, Gurgaon, Haryana. I am aware that

M/s \_\_\_\_\_ (the Maintenance Agency) is entrusted with the task of providing maintenance services to the entire complex including the supply of electricity to all the independent floor owners for which purpose the Maintenance Agency shall be applying for permission to receive bulk electric supply and distribute it to the various independent floor owners. The Maintenance Agency has informed me that they shall be responsible for receiving and supplying the electricity supply in the complex, for sanctioning electricity load, for installation of meters, billing and recovery etc. I am agreeable to receive the electricity supply from the Maintenance Agency and I undertake that I shall not apply to Dakshin Haryana Bijli Vitran Nigam Ltd., (DHBVNL) 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)

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

X.....  
(Second Applicant)



## ANNEXURE-X

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

Basic Sale Price plus Cost of Exclusive Use of Parking Slot say, Rs.100

Construction Cost {50% of the (Basic Sale Price + Cost of exclusive use of parking slots)} Rs.50

**Table A : Opening and Closing RBI Index**

S.No.	Items	Weightages in Construction Cost	Assumed Opening RBI Index (Sep, 2012)	Assumed Closing RBI Indexes (after expiry of 30 month period i.e. Mar, 2015)
1	Steel	15%	100	106
2	Cement	10%	100	92
3	Other Building Const. Material	40%	100	107
4	Fuel & Power	5%	100	105
5	Labour	30%	100	103

**Table B :**

**Computation of Escalation Charges**

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

S.No.	Items	CALCULATIONS Illustration for the entire 30 month period	ESCALATION PERCENTAGE FOR THE 30 MONTH PERIOD
1	Escalation in Steel	50X 15%x(106-100)/100	0.450
2	Escalation in Cement	50X 10%x(92-100)/100	-0.400
3	Escalation in Other Building Const. Material	50X 40%x(107-100)/100	1.400
4	Escalation in Fuel & Power	50X 5% x(105-100)/100	0.125
5	Escalation in Labour	50X 30% x(103-100)/100	0.450
	Total Escalation percentage for 30 month period		<b>2.025</b>

**Escalation as per this illustration shall be Rs. 2.025**

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

X.....  
(Second Applicant)

PREPARED BY .....

CHECKED BY .....

AUDITED BY .....

LEGAL DEPTT.....

BROKER NAME, IF ANY.....



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**For booking information please contact**

DLF Sales Office, Ground Floor, DLF Centre, Sansad Marg, New Delhi-110001

Tel : +91 11 42102030, visit us at [www.dlf.in](http://www.dlf.in)