

**TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF AN  
INDEPENDENT FLOOR, IN PHASE-II OF DLF VALLEY PANCHKULA, PINJORE KALKA URBAN  
COMPLEX, SECTOR 3, VILLAGE BHAGWANPUR, TEHSIL KALKA, DISTT PANCHKULA, HARYANA**

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

**Definitions and Interpretation:**

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

**"Act":** means the Haryana Apartment Ownership Act, 1983 or any other statutory enactments or modification thereof.

**"Agreement"** means the Independent Floor Buyer's Agreement for the Said Independent Floor to be executed by the Applicant and the Company on the Company's standard format.

**"Applicant"** means the person (s) applying for the allotment of the Said Independent Floor, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

**"Application"** shall mean whole of this application form including all annexures, schedules and terms and conditions for allotment of the Said Independent Floor in the Said Building/Said Project.

**"Company"** shall mean **DLF Homes Panchkula Pvt. Limited**, having its registered office at 12<sup>th</sup> Floor, DLF Gateway Towers, DLF City, Phase-III, NH-8, Gurgaon-122002 and includes its affiliates, subsidiary (ies), associate (s) and holding company.

**"Earnest Money"** means the 15% of the Total Price of the Said Independent Floor paid by the Applicant along with this Application as booking amount.

**"External Development Charges (EDC)"** means the charges for external development levied/leviable on the Said Project, by whatever name called or in whatever form and with all such conditions imposed by the Government or any other competent authority (ies) and also includes any further increase in such charges,

**"Footprint"** means the precise land underneath the Said Building.

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

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or; if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Independent Floor /

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Said Building/Said Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or for any reason whatsoever.

(h) any event or circumstances analogous to the foregoing.

**"IBMS"** means the interest bearing maintenance security to be paid by the Applicant for the maintenance and upkeep of the Said Project/Said Building/ Said Independent Floor to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 50/- per sq. ft. of the saleable area of the Said Independent Floor. IBMS shall carry a simple yearly interest as per the applicable rates on one year fixed deposits accepted by State Bank of India at the close of each financial year on 31<sup>st</sup> March to be adjusted in the manner to be stated in the Agreement.

**"IDC"** means the charges for the infrastructure development, by whatever name called, levied or leviable, now or in future, by any person or authority including Governmental or any other competent authority with a view to recover the cost of infrastructure development including but not limited to State/National Highways, transport, irrigation facilities, power & water facilities etc and/or any additional levies, fees, cesses, charges, etc.

**"Maintenance Agency"** means the person (s) who shall carry out the maintenance and upkeep of the Said Building/Said Project and who shall be responsible for providing the maintenance services within the Said Building/Said Project, which may be the Company or association of plot owners or such other appointed agency/ body/ company to whom the Company may handover the maintenance of the Said Building/Said Project.

**"Non Refundable Amounts"** means interest paid or due on delayed payments, interest paid or due on installments, brokerage etc.

**"Parking Space(s)"** means parking space(s) allotted to the Applicant, details of which are mentioned above in the Application.

**"Said Building"**: shall mean the building in which the Said Independent Floor is located.

**"Said Independent Floor"** shall mean the independent floor applied for by the Applicant, details of which has been set out in the Application and includes any alternative independent floor, if allotted to the Applicant in lieu of the Said independent floor.

**"Said Project"** means the project to be developed under the name and style of **"DLF Valley, Panchkula"** on a land admeasuring about 118.562 acres, situated at Village Bhagwanpur, Tehsil and District, Panchkula, Haryana, as per Licence No.11/2010 dated \_\_\_\_\_ issued by Director, Town & Country Planning, Chandigarh, Haryana, comprising of plots/ independent floors/affordable housing/apartment buildings/club/community centre/convenient shopping centre/school, etc. as per the layout plan approved by the DTCP.

**"Taxes"** shall mean any and all taxes paid or payable by the Company by way of value added tax (VAT), state sales tax, central sales tax, works contract tax, service tax, cesses, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development/ construction of the Said Independent Floor/Said Building/Said Project now or in future.

**"Total Price"** means the amounts amongst others payable for the Said Independent Floor which includes basic sale price of the Said Independent Floor, calculated on per sq. feet basis of the saleable area of the Said Independent Floor pro-rata share of EDC and IDC as levied by the Government of Haryana and cost of Parking Space(s) alongwith interest on respective components, if applicable, but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application / Agreement, including but not limited to -

- i) IBMS
- ii) Wealth tax, government rates, tax on land, fees or levies of all and any kinds by whatever name called on the Said Project/Said Building/ Said Independent Floor.
- iii) Maintenance charges, any increase in EDC/IDC, property tax, municipal tax on the Said Independent Floor.

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(Second Applicant)



- iv) Stamp duty, registration and incidental charges as well as expenses with regard to the Agreement and conveyance deed etc.
- v) Taxes
- vi) Club membership and subscription charges, as applicable.
- vii) Power back-up charges, as applicable
- viii) Any other charges that may be payable by the Applicant as per the other terms of the Application and such other charges as may be demanded by the Company.

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

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

1. The Applicant has applied for allotment of the Said Independent Floor and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Independent Floor/ Said Building/ Said Project and has also satisfied himself about the arrangements/ title/ interest/ rights of the Company in the land on which the Said Independent Floor / Said Building/ Said Project is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and can not be withdrawn.
2. The Applicant shall pay the Total Price in accordance with the payment plan opted by the Applicant and in addition the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/ or the Agreement in accordance with the demand raised by the Company from time to time. The Applicant agrees and understands that the Total Price of the Said Independent Floor and other charges are calculated on the basis of the saleable area of the Said Independent Floor which is tentative and subject to change upon approval of building plans and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application. The definition of saleable area shall be more clearly defined in the Agreement and the Applicant affirms to be bound by the same.
3. Subject to the other terms and conditions of this Application/ Agreement, on and after the payment of the Total Price and other charges and dues as per the Application/ Agreement, the Applicant shall have the i) ownership of the specific area of the Said Independent Floor; ii) right to exclusive use of the earmarked terrace area; iii) undivided interest and the right to use common area and facilities along with the other independent floor owners; iv) right to exclusive use of the Parking Space (s) and; v) undivided proportionate interest in the Footprint of the Said Building calculated in the ratio of saleable area of the Said Independent Floor to the total saleable area of all independent floors in the Said Building (Although the Applicant shall not be making any payment towards the land/ Footprint.)
4. The Applicant agrees that the Applicant shall not have any right in any commercial premises, building, shops, community centers, school, convenient shopping centre, etc constructed in the Said Project. The Company shall be free to dispose off the same on such terms and conditions, as it may deem fit. The Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club, convenient shopping centre, school, etc.
5. The Applicant further agrees that the Applicant shall not have any right to change the external façade/ exterior of the Said Independent Floor and would not put any sign-board/ name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Said Building or common areas. Further, the Applicant agrees that the Applicant shall not store any hazardous, combustible goods in the Said Independent Floor or place any material in the common passage or staircase of the Said Building.
6. The Applicant confirms and represents that the Total Price and other charges and dues mentioned in this Application/ Agreement do not include any payment whatsoever for any lands, buildings, club, community centre, common areas, facilities and amenities falling outside the Said Independent Floor/ Said Project, if any, owned by the Company and that the Company has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right, title, interest of any kind whatsoever in any

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(Sole / First Applicant)

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(Second Applicant)



lands, buildings, club, community centre, common areas, facilities and amenities falling outside the Said Independent Floor/ Said Project save and except the use of common areas( for the purpose of direct exit to the nearest street only) to be identified by the Company in its sole discretion and upon such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant. The Applicant understands and confirms that the Company may carry extensive developmental / construction activities in future in the entire area falling outside the Said Project in which the Said Independent Floor may be located and the Applicant shall not have any right to object or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant due to such developmental /construction activities or incidental / related activities. It is agreed by the Applicant that all rights including the ownership thereof of land(s), facilities and amenities outside the Said Project, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion.

7. In addition to the Total Price and other charges mentioned in the Application/Agreement, the Applicant shall pay amounts towards the club facility to be provided in Said Project, such as:
- a. Membership Fees : Rs. 30,000/- for 5 years
  - b. Annual Club Charges : Rs. 6,000/- p.a
  - c. Refundable Security Deposit : Rs. 20,000/-

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

- 7 (a) The Applicant agrees and understands that the Said Independent Floor / Said Building/Said Project may be subject to the Act. The common areas and facilities and the undivided interest of each independent floor owner in the Foot Print of the Said Building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding upon the Applicant. The Applicant agrees and confirms that the Applicant's right, title and interest in the Said Independent Floor, common areas and facilities and the undivided interest in the Foot Print shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Applicant shall be required to join the society/ association of the owners of the independent floors and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
- (b) The Applicant agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the Act or any other applicable laws substitute the method of calculating the undivided proportionate interest in the Footprint of the Said Building and in common areas and facilities in any declaration with respect to the Said Independent Floor.
8. The Applicant agrees and understands that the Applicant shall be liable to pay all Taxes, which shall be charged and paid as follows:
- a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant to the Company. The proportionate share shall be the ratio of the saleable area of the Said Independent Floor in the Said Building and to the total area of the Said Project
  - b) The Company shall periodically intimate to the Applicant herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above which shall be final and binding on the Applicant and the Applicant shall make payment of such amount within 30 (thirty) days of such intimation.

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(Second Applicant)



- 9.(a). The Applicant acknowledges that the prorata share of EDC as levied by the Government of Haryana upto the date of issue of licenses paid by Company as applicable to the Said Project is already included in the Total Price. The Applicant agrees to additionally pay on demand any increase in EDC on prorata basis. If such charges are increased (including with retrospective effect) after the conveyance deed has been executed then the Applicant undertakes to pay such charges directly to the government agency or department concerned or to Company forthwith of Company raising such demand on the Applicant and the Company shall have the first charge/lien over the Said Independent Floor till such unpaid charges are paid by the Applicant. If the increased EDC is not paid, then same shall be treated as non payment of the charges as per the Application/Agreement, and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money alongwith Non Refundable Amounts.
- (b) The Applicant acknowledges that the pro-rata share of IDC as levied by the Government of Haryana upto the date of issue of licenses paid by Company as applicable to the Said Project is already included in the Total Price. The Applicant agrees that any payment towards increased IDC by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) levied/leviable by the Government or any other competent authority(ies) shall be paid by the Applicant. The pro-rata demand made by the Company to the Applicant with regard to increase in IDC shall be final and binding on the Applicant. If the increased IDC is not paid, then same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If the increased IDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Plot and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Independent Floor till such unpaid charges are paid by the Applicant.
10. The Total Price mentioned in this Application is inclusive of cost of providing electric wiring and switches in Said Independent Floor and the fire fighting equipment in the common areas only as provided in the existing Fire Fighting Code/Regulations and as contained in the National Building Code 2005 and facility for power back-up at a load factor of 70% and an overall diversity of 70% as under:
- a) For independent floor upto area 1550 sq. ft. not exceeding 6 KVA per independent floor.
- b) For independent floor upto area 3000sq. ft. not exceeding 12 KVA per independent floor.

The Total Price does not include the cost of electric fittings, fixtures, etc. which shall be got installed by the Applicant at his own cost as well as the charges for water and electricity consumption.

If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other applicants as determined by the Company in its absolute discretion and the determination of such pro rata share shall be final and binding upon the Applicant.

11. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this Application / Agreement.
12. The Applicant agrees that the Company or its subsidiaries/affiliates, may at their sole discretion and subject to such Government approvals as may be necessary, enter into an arrangement of generating and / or supplying power to the various projects within or outside the Said Project in which the Said Independent Floor is located. In such an eventuality the Applicant fully concurs and confirms that the Applicant shall have no objection to such arrangement for generating and / or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Project or to the Said Independent Floor directly and has noted the possibility of its being to the exclusion of power supply from Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL)/ State Electricity Boards (SEBs) / any other source. The Applicant further agrees that this arrangement could be provided by the Company or its agents directly or through the respective association of apartment owners. It is further agreed by the Applicant that the Company or its subsidiaries / affiliates shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Company or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment / plant may be located anywhere in or around within or nearby the Said Project.

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

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

However, in case of any major alteration / modification resulting in more than +/- 15% change in the saleable area of the Independent Floor or material change in the specifications of the Said Independent Floor any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant will be informed in writing by the Company of such change and the difference in price of the Said Independent Floor to be paid by him or refunded to him by the Company as the case may be. The Applicant agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant objects to such change in writing, within the permitted time and the Company alone in its discretion decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Applicant along with interest @ 6% per annum only and the Applicant shall have no right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/ dispose off the Said Independent Floor in a manner in which it may deem fit.

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

15. The Applicant agrees and understands that in case the Company is able to get additional Floor Area Ratio (FAR), the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to making additional buildings in and around the land of the Said Project and the Company shall be entitled

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(Second Applicant)



to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Project. The Applicant acknowledges that the Applicant has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the Said Building/Said Project.

16. The Applicant agrees and undertakes to pay all Govt. rates, tax on land, municipal tax, property taxes, wealth tax, Taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Independent Floor/ Said Building/Said Project or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant till the Said Independent Floor is assessed separately.
17. The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensating whatsoever, provided the Applicant is not in breach of any of the terms of this Application/Agreement.

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

18. Subject to other terms of this Application and the Agreement including but not limited timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Company shall endeavor to complete the construction of the Said Independent Floor within Twenty Four (24) months from the date of execution of the Agreement by the Company and thereafter the Company shall offer the possession of the Said Independent Floor to the Applicant along with the execution of the Conveyance Deed. Any delay by the Applicant in taking the possession would attract charges @ Rs.10 /- per sq. ft. (Rs. 107.64/-per sq. mtr.) per month of the saleable area of the Said Independent Floor for any delay of one month or any part thereof. Subject to the terms and conditions of the Agreement, in case of delay by the Company in completion of the construction of the Said Independent Floor, the Company shall pay compensation @ Rs.10 /- per sq. ft. (Rs. 107.64/-per sq. mtr.) per month of the saleable area of the Said Independent Floor to the Applicant, which both parties agree is a fair, just and equitable and reasonable estimate of the damages that the Applicant may suffer and the Applicant agrees that it shall have no other rights/claims whatsoever, provided the Applicant is not in breach of any of the terms of this Application / Agreement. The adjustment of such compensation shall be done at the time of execution of conveyance deed.
19. The Applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Project/ Said Building may be handed over to the Maintenance Agency or such other agency/ body/ company as the Company may deem fit, to which the Applicant specifically gives consent. The Applicant agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Project (including common areas & facilities) and undertakes to pay the maintenance bills/ charges thereof. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/ payable from the date of taking possession of the Said Independent Floor / expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Applicant shall pay the IBMS at the time of offer of possession or as and when demanded by the Company for securing the maintenance charges payable for the maintenance and upkeep of the Said Project and also include any further increase in such charges.

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(Second Applicant)



20. The Applicant shall be liable to pay all fees, duties, expenses, costs, etc., for execution and registration of conveyance deed of the Said Independent Floor including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, the Applicant fails to deposit such amounts demanded, within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Independent Floor and forfeit the Earnest Money and Non Refundable Amounts, and refund the balance amount, if any, to the Applicant, without any interest, upon realization of money from resale / re-allotment to any other party, provided that the Applicant is not in a breach of any terms of this Application/ Agreement.
21. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amounts in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of failure by the Applicant to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Independent Floor. The Company shall thereafter be free to resell and/or deal with the Said Independent Floor in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts, would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Independent Floor but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Independent Floor for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the Applicant is less than the Earnest Money and the Non-Refundable Amounts then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.
22. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18 % per annum.
23. The Applicant agrees that the Application/Agreement is not assignable nor the name of the Applicant can be substituted and/or deleted for a period of one (1) year from the date of execution of the Agreement. However, after expiry of one (1) year, the Company may, at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permit the Applicant to get the name of his nominee substituted, added and/or deleted in his place. The Company at the time of granting permission may impose such terms and conditions and charges as per its discretion. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and/or substitution.
24. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the Said Independent Floor subject to the Said Independent Floor being free of any encumbrances at the time of execution of conveyance deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Independent Floor for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction.
25. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks, for the purchase of the Said Independent Floor, the conveyance of the Said Independent Floor in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks from which the Applicant has opted for such loan arrangement.
26. The Applicant shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in the Application and the Agreement. The Applicant agrees to pay such losses on demand that the Company may, or likely to suffer. This is in addition to any other right or remedy of the Company.

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

X.....  
(Second Applicant)



27. The Applicant agrees that in case the Applicant is an NRI or non-resident / foreign national of Indian origin / foreign nationals / foreign companies then all remittances, acquisition / transfer of the Said Independent Floor, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard.
28. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all demands, notices etc by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all applicants.
29. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
30. The Applicant understands that the final allotment of the Said Independent Floor is entirely at the discretion of the Company.
31. The Applicant understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the independent floors in the Said Building/ Said Project to anybody or altogether decide to put at abeyance the project itself, for which the Applicant shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the Earnest Money being received by the Company with this Application from the Applicant.
32. The Applicant agrees that the Company shall have the right to transfer ownership of the Said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
33. The Applicant agrees that all provisions contained herein and obligations arising herein under in respect to the Said Independent Floor shall equally be applicable to and enforceable against all occupiers and / or subsequent purchasers/ assignees/ nominees of the Said Independent Floor as the said obligations go along the Said Independent Floor for all intents and purposes.
34. The Applicant agrees that in the event of all or any disputes arising out of or relating to or concerning or touching this Application including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location to be decided by the sole arbitrator. The Applicant shall have no objection to such appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubts as to the independence or impartiality of the sole arbitrator. The parties agree that no other person shall have the power to appoint the arbitrator. The Courts at Panchkula alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.

Date:

Place:

SIGNATURE OF THE FIRST APPLICANT

SIGNATURE OF THE SECOND APPLICANT

X.....

(Sole / First Applicant)

X.....

(Second Applicant)