

TERMS AND CONDITIONS

FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF A DWELLING UNIT IN "KING'S COURT" SITUATED AT W BLOCK, GREATER KAILASH-II, NEW DELHI.
--

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(s) 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 Delhi Apartment Ownership Act, 1986 or any other rule, statutory enactment, amendment or modifications thereof.

"Agreement" means the Dwelling Unit buyer's agreement to be executed by the Applicant(s) and the Company on the Company's standard format.

"Apartment Area" shall have the meaning described in Annexure-II of the Agreement.

"Applicant(s)" means person(s) applying for allotment of the Dwelling Unit 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" means whole of this Application form including all annexures, schedules, terms and conditions for allotment of the Dwelling Unit in the Said Complex.

"Company" means a Company under the name of DLF LUXURY HOMES LIMITED, having its head office at 1-E Jhandewalan Extension, New Delhi – 110055 and includes all its partners and associate(s).

"Common Areas & Facilities" means such common areas and facilities within the Said Complex earmarked for common use of all Applicant(s), limited to and precisely listed in Annexure IV of the Agreement.

"Conveyance Deed" means deed of conveyance which shall convey the title of the Dwelling Unit in favour of the Applicant(s), in accordance with this Application/Agreement.

"Declaration" shall mean the declaration (including any amended declaration) filed/to filed under the Act, with the competent authority, with regard to the Dwelling Unit/Said Building/Said Complex.

"Development Charges (DC)" means the charges for development levied/leviable on the Said Complex, if any, by the Government or any other competent authority and also includes any increase in such development charges, by whatever name called or in whatever form and with all such conditions imposed by the Government or any other competent authority .

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

“Dwelling Unit” means either Said Apartment or Said Town House, as applied for by the Applicant(s).

“Earnest Money” means 10% of the Total Price, including the booking amount.

“Foot Print” means the precise land underneath the Dwelling Unit building(s).

"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, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said 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, including Municipal Corporation of Delhi and any other municipal/ local authority having jurisdiction over the Said Land;

“IBMS” means the interest bearing maintenance security to be paid by the Applicant(s) for the maintenance and upkeep of the Said Complex/ Said Building to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 5382/- per sq mtr (Rs. 500/- per sq. ft.) of the Super Area of the Dwelling Unit. IBMS shall carry a simple yearly interest as per the applicable rates on one year fixed deposits accepted by

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

State Bank of India at the close of each financial year on 31st March to be adjusted in the manner to be stated in the Agreement.

"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 Delhi Government 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 Complex and who shall be responsible for providing the maintenance services within the Said Complex/ Said Building, which may be the Company or association of dwelling unit owners or such other agency/ body/ Company to whom the Company may handover the maintenance of the Said Complex.

"Maintenance Agreement" means the maintenance agreement to be executed by the Applicant(s) with the Maintenance Agency which shall be substantially in the form annexed to the Agreement.

"Maintenance Charges" means the charges payable by the Applicant(s) to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency for the maintenance and upkeep of the Said Complex, including Common Areas and Facilities) but does not include; (a) the charges for actual consumption of utilities in the Dwelling Unit including electricity, water, which shall be charged/ payable based on actual consumption on monthly basis or such other periods as specified by the Maintenance Agency and (b) any statutory payments, taxes with regard to the Dwelling Unit/ Said Building/Said Complex. The maintenance charges shall be charged at a ratio of 1:2 (The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.)

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

"Occupation Certificate" means sanction for occupying the Dwelling Unit(s) granted by the competent authority as per the Delhi Building Bye-laws.

"Other Cost" shall mean taxes, cesses, fees and/or surcharges statutorily or contractually reimbursed or reimbursable by the Company to its Contractors, Vendors and/or Service Providers against payment of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, Labour Cess, and Education Cess or any other taxes or cesses by whatever name called, by such Contractors, Vendors and/or Service Providers and include any other amount paid or payable by the Company to the Government or any other Statutory Authority and/or designated agency if any prescribed by the Government, not elsewhere specified in the Application/Agreement, in connection with the construction of the said Complex now or in future and/or any increase thereof and the incidence of which is borne as cost by the Company. The Applicant(s) agrees and understands to pay Other Cost as and when demanded by the Company.

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

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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

"Said Apartment" shall mean the specific apartment/pent house applied for by the Applicant(s) in the Said Building, details of which has been set out in the Application and includes any alternative apartment, if allotted to the Applicant(s) in lieu of the Said Apartment.

"Said Building" means the building in the Said Complex in which the Dwelling Unit may be located.

"Said Complex" means the complex to be developed on 2.468 acres of land under the name and style of 'King's Court' in W-Block, Greater Kailash-II, New Delhi, as per the buildings plans approved by the competent authority, comprising of residential apartments, LIG units, , town houses, community hall, library/reading room, society room, swimming pool etc.

"Said Land" means the land admeasuring 2.468 acres (approximately), situated at W Block, Greater Kailash – II, New Delhi, more appropriately described in Annexure I and IA of the Application, on which the Said Complex is being developed.

"Said Town House" shall mean the town house applied by the Applicant(s), details of which has been set out in the Application and includes any alternative town house allotted to the Applicant(s).

"Super Area" shall have the meaning as stated in Annexure II of Agreement.

"Taxes" shall mean taxes, cesses, fees and/or surcharges paid or payable by the Company to the Government or any other Statutory Authority and/or designated agency if any prescribed by the Government by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, Labour Cess, Education Cess or any other taxes and/or cesses by whatever name called as may be applicable, levied or charged or to be levied or charged in connection with the construction of the said Complex now or in future or any increase thereof. The Applicant(s) agrees and understands to pay Taxes as and when demanded by the Company.

"Total Price" means the amount amongst others, payable for the Dwelling Unit which includes basic sale price , and charges of Parking Space(s) 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) DC, IDC, increase in IDC/ DC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Complex.
- ii) IBMS.
- iii) Maintenance charges and property tax, municipal tax on the Dwelling Unit.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and Conveyance Deed etc. which shall be borne and paid by the Applicant(s).
- v) Taxes and Other Cost.
- vi) Cost for electric and water meter as well as charges for water and electricity connection and consumption and other incidental charges.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

- vii) Cost for piped natural gas connection (PNG)
- viii) Club membership fees and club charges, as applicable.
- ix) Charges of additional parking space(s), if any, allotted to the Applicant(s)
- x) 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 accordance with the terms and conditions of the Application / Agreement and as per the demand raised by the Company from time to time.
- xi) Escalation Charges

“Undivided Interest in the Foot Print” means the undivided interest in the Foot Print of Dwelling Unit buildings calculated in the ratio of Super Area of the Dwelling Unit to the total super area of all the dwelling units etc.

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(s) has applied for allotment of the Dwelling Unit 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 Dwelling Unit / Said Building/ Said Complex and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Dwelling Unit / Said Building/ Said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and can not be withdrawn.
2. The Applicant(s) shall pay the Total Price of the Dwelling Unit in accordance with the payment plan opted by the Applicant(s) and in addition, the Applicant(s) 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(s) agrees and understands that the Total Price of the Dwelling Unit and other charges are calculated on the basis of the Super Area which is understood to include the Dwelling Unit area and the pro-rata share of Common Areas and Facilities in the Said Complex/Said Building. The Super Area is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant(s) that the definition of Super Area and Dwelling Unit area shall be more clearly defined in the Agreement and the Applicant(s) affirms to be bound by the same.
3. The Applicant(s) agrees and understands that the price of the Dwelling Unit is based on the price of materials and labour charges pertaining thereto on and around the 1st day of Sept, 2014. If, however, during the progress of construction upto the month of application of Occupation Certificate by the Company or the expiry of 30 months from the above-mentioned date, whichever is earlier, there is an increase/decrease in the price of the materials used in the construction work and/ or labour charges, the same shall be recoverable / payable respectively by the Applicant(s). The Reserve Bank of India's published indexes shall form the basis of the computation of the escalation

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

charges. The details and the methodology for calculating the escalation charges shall be more elaborately described in the Agreement. The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of escalation charges done by the Company from time to time as per the methodology more elaborately described in the Agreement. Such escalation charges, as intimated to the Applicant(s), shall be final and binding on the Applicant(s) and shall be collected/ reimbursed along with the next installment or in lumpsum before or at the time of offer of possession of the Dwelling Unit. The Applicant(s) agrees and understands that any default in payment of the escalation charges shall be deemed to be a breach under the terms and conditions of the Application/Agreement.

4. 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(s) shall have the: i) ownership of the Apartment Area of the Dwelling Unit ; ii) Undivided Interest in the Foot Print; (although the Applicant(s) shall not be making any payment towards the undivided proportionate share in the Foot Print) iii) undivided interest and the common right to use Common Areas and Facilities(as may be annexed with the Agreement) along with other allottees/applicants; iv) exclusive use of the Parking Space(s).

5. The Applicant(s) agrees that the Applicant(s) shall not have any right in any commercial premises, building, shops, community centers, health center, if any, constructed in the Said Complex. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant (s) 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, health center, etc., or in the operation and management of the above, 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, institutions, trust and/or any local bodies, which the Company may deem fit in its sole discretion.

6. The Applicant(s) confirms and represents that the Total Price and other charges and dues mentioned in the Application and/or the Agreement do not include any payment whatsoever for any lands, buildings, common areas, facilities and amenities falling outside the Said Building/Dwelling Unit 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(s) shall have any right, title or interest of any kind whatsoever in any lands, Common Areas and Facilities and amenities falling outside the Said Building. The Applicant(s) understands and confirms that the Company may carry extensive developmental / construction activities for many years in future in the entire area falling outside the Said Building in which the Dwelling Unit may be located and the Applicant(s) 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(s) due to such developmental /construction activities or incidental / related activities. It is agreed by the Applicant(s) that all rights including the ownership thereof, of land(s), facilities and amenities outside the Said Building, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease,

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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 (a) The Applicant(s) agrees and understands that the Dwelling Unit / Said Building/ Said Complex may be subject to the Act. The Common Areas and Facilities and the undivided interest of each applicant in the Common Areas and Facilities and the Undivided Proportionate Interest in the Foot Print, 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 on the Applicant(s). The Applicant(s) agrees and confirms that the Applicant(s)' right, title and interest in the Dwelling Unit/Common Areas and Facilities and undivided proportionate 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(s) shall be required to join the society/association of the owners of the dwelling units and the Applicant(s) 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(s) 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 Foot Print and in the Common Areas and Facilities in any Declaration with respect to the Dwelling Unit.
8. (i) The Applicant(s) agrees and understands that time is the essence with respect to the payment of the Total Price and other charges, deposits and amounts payable by the Applicant(s) as per the Application/Agreement. The Company shall give a "timely payment rebate" of Rs. _____ per sq. ft. (Rs. _____ per sq. mtr.) of the Super Area of the Dwelling Unit under the construction linked payment plan, standard payment plan and down payment plan, subject to the Applicant(s) strictly fulfilling all its obligations, including but not limited to making timely payments on or before the due dates of the installments as per the payment plan setout this Application/Agreement and all other payments under this Application/Agreement.

The Applicant(s) agrees and understands that any delay in making payments wholly or partially beyond the due date shall disentitle the Applicant(s) to claim "timely payment rebate". It is further clarified that in case the Applicant(s) makes the payment alongwith delayed interest beyond the due date, the said payment if accepted by the Company alongwith delayed interest shall not be treated as timely payment. The Applicant(s) agrees that the acceptance of delayed interest shall not make the Applicant(s) eligible for "timely payment rebate".

The Applicant(s) further agrees and understands that adjustment of the applicable "timely payment rebate" will be provided only at the time of payment of the last installment payable by the Applicant(s), and/or at the time of offer of possession and not earlier.

9. The Applicant(s) agrees and understands that in addition to Total Price, the Applicant(s) shall be liable to pay all Taxes and Other Cost, which shall be charged and paid as follows:
- a) A sum equivalent to the proportionate share of Taxes and Other Cost shall be paid by the

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Applicant(s) to the Company. The proportionate share shall be the ratio of the Super Area of the Dwelling Unit to the total super area of all the dwelling units, including that of other building, etc., in the Said Complex.

- b) The Company shall periodically intimate the Applicant(s), on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above which shall be final and binding on the Applicant(s) and the Applicant(s) shall make payment of such amount within thirty (30) days of such intimation.
- 10 (a) The Applicant(s) agrees that any payment towards DC levied/leviable by the Government or any other competent authority(ies) shall be paid by the Applicant(s) and any further increase in DC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) shall be paid by the Applicant(s). The pro-rata demand made by the Company to the Applicant(s) with regard to DC/ increase in DC shall be final and binding on the Applicant(s). If the DC/ increased DC 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 Allotment and forfeit the Earnest Money along with the Non Refundable Amounts. If the DC/ increased DC is levied (including with retrospective effect) after the Conveyance Deed has been executed then the same shall be treated as unpaid sale price/unpaid charges of the Dwelling Unit/ Parking Space(s) respectively and in case the Conveyance Deed has been executed, the Company shall have the first charge and lien over the Dwelling Unit/ Parking Space(s) till such unpaid charges are paid by the Applicant(s).
- (b) The Applicant(s) agrees that any payment towards IDC levied/leviable by the Government or any other competent authority(ies) shall be paid by the Applicant(s), and any further increase in IDC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) shall be paid by the Applicant(s). The pro-rata demand made by the Company to the Applicant(s) with regard to IDC/ increase in IDC shall be final and binding on the Applicant(s). If the IDC/ 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 IDC/ 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/unpaid charges of the Dwelling Unit/ Parking Space(s) respectively and in case the Conveyance Deed has been executed, the Company shall have the first charge and lien over the Dwelling Unit/ Parking Space(s) till such unpaid charges are paid by the Applicant(s).
11. The Total Price mentioned in this Application is inclusive of cost of providing electric wiring, switches and socket outlet in each of the dwelling units and the fire fighting equipment (only applicable for the building more than 15 meters height as per the National Building Code-2005) along with fire and smoke detection, fire suppression and fire fighting, smoke extraction and fire control systems and equipments in conformity with the National Building Code 2005. Sprinkler and smoke detectors in Dwelling Unit and common areas, fire extinguishers, pressurization, smoke extraction, fire tanks and pumps in common areas and power back up not exceeding 25 KVA for each apartment/Said Apartment and 35 KVA for each town house/ Said Town House/ pent house

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

at 80% diversity for each apartment at a load factor of 80% and an overall diversity for each apartment at a load factor of 80% and an overall diversity in addition to that for the common areas and services.

However, the Total Price does not include the cost of electric fittings, fixtures in living/dining and bedroom, electric, water and gas meters etc. which shall be got installed by the Applicant(s) at his own cost as well as the charges for water, electricity and gas connections and consumption. If, however, due to any subsequent legislation/ Government order or directives or guidelines of the concerned authority (ies)/local body or if deemed necessary by the Company, the Company is made to pay electricity connection charges/costs or fire safety costs/charges by any authority (ies)/local body then the Applicant(s) 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.

12. The Applicant(s) 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 Complex in which the Dwelling Unit is located. In such as eventuality, the Applicant(s) fully concurs and confirms that the Applicant(s) 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 Complex / Dwelling Unit directly and has noted the possibility of its being an exclusive source of power supply to the Said Complex/Dwelling Unit directly and has noted the possibility of its being to the exclusion of power supply from BSES/NDPL/State Electricity Boards (SEBs)/ any other source. The Applicant(s) further agrees that this arrangement could be provided by the Company or its agents directly or through the respective society/association of dwelling unit owners. It is further agreed by the Applicant(s) 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 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 Complex.

It is further agreed and confirmed by the Applicant(s) 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 BSES/NDPL/State Electricity Boards for domestic LT supply. The Applicant(s) agrees and confirms that the Applicant(s) shall pay the amount based on the tariff to the Company or its subsidiaries/ affiliates directly or through the society/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(s) confirms and understands that such power generating and/or supplying equipment may, during its operation cause inconvenience to the Applicant(s) and the Applicant(s) shall have no objection to the same. The Applicant(s) shall be liable to pay the consumption charges. The Applicant(s) shall not have right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

payment of tariff at any time whatsoever during the period of Applicant(s)' ownership of the Dwelling Unit. This Clause shall survive the conveyance of the Dwelling Unit or any sub sequent sale/relate or conveyancing thereof.

13. The Total Price includes the cost of equipments/appliances as mentioned in specifications (attached as Annexure –III). All the equipments/appliances provided in the Dwelling Unit are mainly indicative and subject to change. The Applicant(s) further agrees and understands that the Company shall have the option to choose the brand of the equipments/appliances to be installed and the Applicant(s) shall not have the right to raise any dispute or claim with regard to the brand installed by the Company in the Dwelling Unit
14. The Applicant(s) agrees and understands that the Company is not giving any warranty or guarantee with regard to the equipments/appliances installed in the Dwelling Unit. The guarantee and warranty is of the manufacturer/supplier as per the terms & conditions mentioned in the warranty/ guarantee issued by the manufacturer and supplier with regard to the equipments/appliances. The guarantees/warranties issued by the suppliers / manufacturers of all the equipments/appliances provided in the Dwelling Unit will be handed to the Applicant(s)/Allottee(s) at the time of possession. Thereafter, the Company shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed in the Dwelling Unit. The Company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipments/appliances installed in the Dwelling Unit. The Applicant(s) agrees and understands that the Applicant(s) shall be responsible for operation and maintenance of the equipments/appliances and any consequences thereof.

The brands of the equipments/appliances mentioned in specifications are only indicative and subject to change at the sole discretion of the Company and the Applicant(s) shall have no right to raise any dispute, claim in this regard.

15. The Applicant(s) understands that the Parking Space(s) allotted to the Applicant(s) shall be an integral part of the Dwelling Unit which cannot be sold/dealt with independent of the Dwelling Unit. The Applicant(s) 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. The Applicant(s) agrees that parking space(s) allotted to the Applicant(s) shall not form a part of common areas of the Dwelling Unit/ Said Building/ Said Complex for the purpose of the declaration which may be filed by the Company under the Act.
16. The Applicant(s) agrees that time is of the essence in respect of all payments to be made by the Applicant(s) including the Total Price and all other amounts, charges and dues, as mentioned in this Application / Agreement.
- 17 (a) The Applicant(s) has seen and accepted the plans and has applied for the allotment of the Dwelling Unit with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Dwelling Unit and /or Said Building, floor plans(attached

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

as Annexure-IV) 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(s) hereby agrees that the Company is fully entitled to increase/change in the number of floors or the location of the Dwelling Unit in any of the buildings and/or the height of the Said Building and the Applicant(s) shall have no right to object to the same.

However, in case of any major alteration / modification resulting in more than 15% change in the Super Area of the Dwelling Unit or material change in the specifications of the Dwelling Unit any time prior to and/or upon the grant of Occupation Certificate by the Company competent authority, the Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Dwelling Unit to be paid by him or refunded to him by the Company as the case may be. The Applicant(s) 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(s) shall be deemed to have given his consent to all the alterations/modifications. If the Applicant(s) objects to such change in writing, within the permitted time and the Company 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(s) along with interest @ 9% per annum only and the Applicant(s) agrees that the Applicant(s) shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/ dispose off the Dwelling Unit in a manner in which it may deem fit.

The Applicant(s) agrees that any increase or reduction in the Super Area of the Dwelling Unit shall be payable or refundable (without any interest) at the rate per sq. mtr./sq.ft. on which such areas were sold / charged.

- (b) The Applicant(s) agrees and understands that in case the Company is sanctioned additional 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 by making addition to the Said Building or making additional buildings in and around the land of the Said Complex and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Applicant(s) acknowledges that the Applicant(s) 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 Complex.
18. The Applicant(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, service tax, VAT, 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/Dwelling Unit or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant(s) 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(s) till the Dwelling Unit is assessed separately.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

19. The Applicant(s) agrees to deposit the pro-rata charges due from the Applicant(s) as and when demanded by the Company for PNG connection. The Applicant(s) further agrees to pay actual consumption charges to the Company/competent authority.
20. The Applicant(s) 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(s) shall be entitled to refund of the amounts deposited by the Applicant(s), without any interest or compensation whatsoever, provided the Applicant(s) is not in breach of any of the terms of this Application/Agreement.

The Applicant(s) 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(s), alongwith 9% interest per annum from the date of receipt of such amount and the Applicant(s) shall have no other claim of any nature whatsoever.

21. Subject to other terms of this Application and the Agreement including but not limited to timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Company shall endeavour to complete the construction of the Dwelling Unit within 30 months from the date of booking by the Company and thereafter the Company shall offer the possession of the Dwelling Unit to the Applicant(s). Any delay by the Applicant(s) in taking the possession would attract charges @ Rs.50 /- per sq. ft./Rs. 538.20 per sq.mtr. per month of the Super Area of the Dwelling Unit for any delay of one month or any part thereof. Subject to the terms and conditions of the Agreement, in case of delay (except for Force Majeure conditions) by the Company in completion of the construction of the Dwelling Unit, the Company shall pay compensation @ Rs.50 /- per sq. ft./Rs. 538.2 per sq.mtr. per month of the Super Area of the Dwelling Unit to the Applicant(s), which both parties agree is a just and equitable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other rights/claims whatsoever, provided the Applicant(s) 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.
22. The Applicant(s) agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/ Said Building may be handed over to the Maintenance Agency. The Applicant(s) 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 Complex (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 grant of Occupation Certificate/ 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(s) shall pay the IBMS at the time of offer of possession or as and when de-

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

manded by the Company for securing the Maintenance Charges payable for the maintenance and upkeep of the Said Complex and also include any further increase in such charges.

23. The Applicant(s) shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/ Conveyance Deed of the Dwelling Unit, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant(s) fails to deposit the such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Dwelling Unit and forfeit the Earnest Money and Non Refundable Amounts and refund the balance amount, if any, to the Applicant(s), without any interest, upon realization of money from resale / re-allotment to any other party, provided that the Applicant(s) is not in breach of any terms of this Application/ Agreement.
24. The Applicant(s) 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 the failure by the Applicant(s) 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(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Dwelling Unit. The Company shall thereafter be free to resell and/or deal with the Dwelling Unit 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(s) by the Company only after realizing such amounts from resale of the Dwelling Unit but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Dwelling Unit for all its dues payable by the Applicant(s) to the Company. If the amount deposited/ paid by the Applicant(s) is less than the Earnest Money and the Non-Refundable Amounts then the Applicant(s) agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.
25. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments within the stipulated time by the Applicant(s) on the condition that the Applicant(s) 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. The payment of delayed interest by the Applicant(s) and Company acceptance of delayed interest shall not entitle the Applicant(s) for timely payment rebate/ compensation etc.
26. The Applicant(s) 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 Dwelling Unit subject to the Dwelling Unit being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall always have the first lien / charge on the Dwelling Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

27. The Applicant(s) agrees that in case the Applicant(s) opts for a loan arrangement with any financial institutions / banks, for the purchase of the Dwelling Unit, the conveyance of the Dwelling Unit in favour of the Applicant (s) shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
28. The Applicant(s) 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(s) as mentioned in the Application and the Agreement. The Applicant(s) agrees to pay such losses, on demand, that the Company may, or is likely to suffer. This is in addition to any other right or remedy of the Company.
29. The Applicant(s) agrees that in case the Applicant(s) is an NRI or non-resident / foreign national of Indian origin / foreign nationals / foreign companies then all remittances, acquisition / transfer of the Dwelling Unit, 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.
30. The Applicant(s) agree to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint applicants communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all applicants.
31. The Company is not required to send reminders/notices to the Applicant(s) in respect of the financial obligations of the Applicant(s) as set out in this Application and/or the Agreement and the Applicant(s) is required to comply with all its obligations on its own.
32. The Applicant(s) understands that the final allotment of the Dwelling Unit is entirely at the discretion of the Company.
33. The Applicant(s) 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 dwelling units in the Said Complex/ Said Building to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s).
34. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership Company, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrange-

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

ment as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.

35. The Applicant(s) agrees that, in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Company, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with 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 Delhi only. The courts at Delhi shall alone have the jurisdiction.
36. The Applicant(s) agrees that the allotment of the Dwelling Unit shall be subject to strict compliance of a Code of Conduct that may be determined by the Company / Maintenance Agency for occupation and use of the Dwelling Unit and such other conditions as the Company / Maintenance Agency may deem fit from time to time which may include but not limited to usage of the Dwelling Unit, operation hours of various maintenance services, general compliance for the occupants of the Dwelling Unit, regulations as to entry / exit of the visitors, invitees, guests, security, interior fitouts etc. It is abundantly clarified that the code of conduct as may be specified by the Company / Maintenance Agency is always subject to change by the Company / Maintenance Agency

The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date: _____

Place: _____

SIGNATURE OF THE FIRST APPLICANT

SIGNATURE OF THE SECOND APPLICANT

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant