



ALLOTMENT LETTER

DLF Universal Limited,
Office, 2nd Floor, Gateway Tower,
E-Block, Phase-III,
DLF City,
Gurgaon, Haryana -122002

"myPad, City Centre" AT LUCKNOW
STUDIO SUITE ALLOTMENT LETTER

To

Dated: —

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

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

(* to be filled up in case of joint purchaser)

Or

** Mr. _____ a partnership firm duly registered under the Indian
Partnership Act, 1932 at _____ Represented by its Partners

Or

*** Mr. _____ Ltd/P Ltd
Registered office at _____

(*** Delete whichever is not applicable)

(First/First Allottee)

(Second Allottee)
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(Third Allottee)

Dear Sir/ Madam,

This has reference to your (hereinafter referred to as Allottee's) Application dated _____ for allotment of a studio-suite (hereinafter defined) in the Said Complex (hereinafter defined) namely "City Centre" at Lucknow, being developed by the Company (hereinafter defined) in accordance with the layout plan and building plan approved by Lucknow Development Authority.

The Company is in possession of plot No. TCG-66, Mahatma Khard, Gomti Nagar, Lucknow and is developing the Said Complex under the name and style of "City Centre" comprising of studio suites with shops, club and related facilities, commercial shopping centre etc.

The Company has received sanction No. the layout plan/ building plan (Annexure-II / VII) for the Said Complex, in which the Said Suite may be located, by the competent authority. Other statutory NOC's / sanctions required in respect of the Said Complex have been obtained from various authorities. List of all approvals obtained has been attached herewith as Annexure-I.

The Company has specifically made it clear that the building plan/ layout plan of the Said Complex as is presently amended hereto have been approved by the Lucknow Development Authority. The Company may change the layout plan/ building plan at its sole discretion and/or the layout plan/building plan may also change due to any directions/conditions imposed by Lucknow Development Authority at any stage, which shall then be binding on the Allottee and that it shall not be necessary on the part of the Company to seek consent of the Allottee for the purpose of making any changes in order to comply with such directions, conditions and changes. The building plan/layout plan of the Said Complex as may be amended and approved from time to time shall supersede the proposed tentative building plan as given in Annexure-VII hereto and/or previously approved building plan as the case maybe.

The layout plan of the Said Complex as given in Annexure-II of the Allotment Letter comprises of a club with related facilities, commercial shopping centre, shops etc.mentioned in addition to studio suites, however, this Allotment Letter is confined and limited in its scope only to the Said Suite located in the Said Building (hereinafter defined) within the Said Complex.

The Allottee has inspected the Said Land (hereinafter defined) on which the Said Complex Said Building is being developed including the present building plan, location plan, ownership record of the Said Land and all other documents relating to the title, competency of the Company and the Allottee has confirmed that the Allottee is fully satisfied in all respects including the Company's right, title and interest of the Company on the Said Land on which the Said Complex is being developed and has further understood all the limitations and obligations of the Company in respect thereof. The Allottee confirms that the Allottee does not require any further investigation in this regard and the Allottee is fully satisfied in all aspects.

The Allottee confirms that Company has provided all the details and information with regard to the pending writ petition (Land Acquisition) No. 450010 before High Court of Judicature at Allahabad Lucknow Bench, in which M/s DLF Limited is argued as respondent no.1. The Company is not party to the proceedings pending before High Court of Judicature at Allahabad at Lucknow Bench however the allotment of Said Suite shall be subject to the outcome of said writ petition and the Allottee shall be bound by any direction/order which may be passed in the said writ petition by any court of law.

The Allottee understands that the area of the Said Land or hereabout may be modified in future in the extent as may be required/decided by the Company and the Company shall be free to carry out develop it in any manner as it may deem fit and/or pursuant/consequent to any directions/approvals made by the Lucknow Development Authority or by competent Authority. The Allottee acknowledges that the Company has provided all the information and clarifications as requested by the Allottee and that the Allottee is fully satisfied with the same and the Allottee has relied on his own judgment and investigation in deciding to purchase the Said Suite and has not relied upon and is not influenced by any architect's plan, advertisement, representation, warranties, statements or estimate of any nature whatsoever (whether

written or oral made by the Company, or any selling agent/salesman or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/Said Building/Said Suite. No oral or written representation or statements shall be construed to be a part of this Allotment Letter and that this Allotment Letter is self contained and complete in itself in all respects.

The Allottee confirms to the Company that the Allottee is accepting this Allotment Letter with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Land in general and the Said Complex/Said Building/Said Suite and this Allotment Letter in particular and that the Allottee has clearly understood his rights, duties, responsibilities, obligations under such and all of the clauses of this Allotment Letter.

The Company relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter has accepted in good faith the Application and is now willing to issue this Allotment Letter on the terms and conditions appearing hereinafter.

Definitions

In the Allotment Letter the following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be construed their ordinary meaning. For all intent and purposes and for the purpose of the terms and conditions set out in this Allotment Letter, singular means plural and masculine include feminine gender.

"Apartment Act" mean Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act 2010.

"Allotment Letter" shall mean the Studio Suite Allotment Letter to be accepted by the Allottee.

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

"Allottee(s)" shall mean the Allottee(s) applying for allotment of the Said Suite, whose particulars are set out in this Application and who have appended their signature as acknowledgement of having agreed to the terms and conditions of the Application.

"Application" shall mean Application Form dated _____ for allotment of a Studio Suite in the Said Complex on the terms and conditions contained herein.

"Additional FLC" means the charges payable in addition to the FLC for the Said Suite being additionally preferentially located, which shall be calculated on per sq. mtr. (or % of Basic Sale Price), based on the super area of the Said Suite.

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

"Company" shall have the same meaning as set out herein above in the Allotment Letter.

"Earnest Money" shall mean 10% of the Total Price, including the booking amount paid by the Applicant(s).

"External Development Charges (EDC)" means the charges (if applicable in future) levied or leviable on the Said Complex/Said Land (whatever name called or in whatever form) by the Governmental Authority or any other competent authority and with all such conditions imposed to be paid by the Applicant(s) and also includes any further increase in such charges.

(First/First Allottee)

(Second Allottee)
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(Third Allottee)

"Foot Print" shall mean the portion land underneath the Said Building.

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

- (a) acts of God i.e. fire, drought, flood, earthquakes, epidemics, natural disasters;
- (b) explosion 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 disturbance;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Allotment;
- (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, withhold, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, scheme, notifications by the competent authority (ies) become subject matter of any suit /writ before a competent court or, for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

"Governmental Authority" or **"Governmental Authorities"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other principal/ local authority having jurisdiction over the land on which the Said Complex/ Said Building is situated;

"FMS" means the interest free 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 Schedule of payments (attached as **Annexure-IV**) to this Application) to the Company or to the Maintenance Agency @ Rs.1615/- per sq. mtr. of the super area of the Said Suite.

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

"Maintenance Agency" means the Company, its nominee(s) or association of all/other or each other agency/ body/ Company/ association of condominium (s) whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/ Said Building.

"Maintenance Agreement" means the maintenance agreement to be executed by the Allottee with the Maintenance Agency which shall be substantially in the form annexed as **Annexure-VIII** to this Allotment Letter.

"Maintenance Charges" shall have the meaning ascribed to it in the draft maintenance agreement for maintaining the Common Areas and facilities in the Said Building / Said Complex which shall be more elaborately described in the draft maintenance agreement attached to the Allotment Letter.

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

"Parking Space(s)" means parking space(s) allotted to the Applicant(s) for its exclusive use, details of which are mentioned in this Application.

"Preferential Location Charge (PLC)" means charges for each of the preferential location attribute(s) of the Said Suite payable as applicable to be calculated on per sq. meter % Basic Sale Price), based on super area of the Said Suite, as mentioned in this Application.

"Said Suite" means the specific studio suite allotted to the Allottee, details of which have been set out in this Allotment Letter and includes any alternative Suite that may be allotted by the Company in lieu of the Said Suite.

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

"Said Complex" means the "City Centre" situated at Plot No. TC / G-66, Vohrah Khand, Gondi Nagar, Lucknow comprising of residential studio suite buildings, shops, club houses, etc. and any other building, Amenities and Facilities, as may be approved by the competent authority. The location plan of the Said Complex is attached herewith as **Annexure-IIA**.

"Said Land" means the land measuring about 19,950.50 sq. mtr. as thereto stated Plot No. TC / G-66, Vohrah Khand, Gondi Nagar, Lucknow, on which the Said Complex is being developed.

"Taxes and Cesses" means any and all taxes and cesses including but not limited to value added tax (VAT), state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess, custom duty and any other taxes and cesses, by whatever name called, paid or payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. in connection with the development/ construction of the Said Studio/Said Building/Said Complex now or in future.

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

- i) EDC, IDC, , increase in EDC, IDC, , wealth tax, government rates tax on land, fees or levies of all and any kind by whatever name called.
- ii) IFMC
- iii) Maintenance charges, property tax, municipal tax on the Said Suite;
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the conveyance deed etc.
- v) Taxes and Cesses
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) Club membership fees and club charges, as applicable.
- viii) Cost of additional parking space(s), if any, allotted to the Allottee (s).
- ix) Erosion charges.
- x) Cost for providing power back up including that of equipments: DG set, cabling, installation etc.
- xi) All deposits and charges paid/payable by the Company to Uttar Pradesh State Electricity Board (UPSEB) or any other body.

- xxi) Charges / deposits / costs for creating HT feeder for tapping electricity from State Electricity Board's source up to connecting point of the Said Complex.
- xxii) Charges/cost of providing sewer, storm water and water connection to the Said Complex from the main line serving the Said Complex.
- xxiii) Proportional cost of providing Fibre To The Home (FTTH) infrastructure service for calling, internet, etc. The services carried by FTTH infrastructure shall be provided by service provider for applicable user charges and would form part of the maintenance Agreement.
- xxiv) Proportional cost of installation of Piped Gas and monthly recurring charges, if provided by the Company in the Said Complex.
- xxv) Any other charges that may be payable by the Allottee (i) 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 Allottee (i) in addition to the Total Price in accordance with the terms and conditions of the Application/Allotment Letter and as per the demand raised by the Company from time to time.

Interpretation

Unless the context otherwise requires in this Allotment Letter:

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

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

- i. In accordance with and subject to the terms and conditions set out in this Allotment Letter, the Company allot to the Allottee(s) and the Allottee(s) hereby accepts allotment of the Said Suite in the Said Complex as per details mentioned below:

Said Suite No. _____ Floor _____ Block No. _____

Suite Area (approx.) _____ sq. mtr.

Super Area (approx.) _____ sq. mtr.

Basic sale price (super area @ Rs. _____/- per sq. mtr. aggregating to Rs. _____/-
(Expects _____/- only)

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

Price of exclusive use of Parking Space(s) Rs. _____/- (Rupees _____ only)

Preferential Location Attribute(s):

1. Corner: 5% of Basic Sale Price
2. Club Floor: 20% of Basic Sale Price
3. Courtyard Facing: 5% of Basic Sale Price
4. Lower Floor: 5% of Basic Sale Price
5. Pool View: 5% of Basic Sale Price
6. Road Facing: 5% of Basic Sale Price
7. Street Plus: 10% of Basic Sale Price

Total FLC: _____%

Total Preferential Location Charges: Rs. _____/- (Rupees _____ only)

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

IFMS: Rs. 1612/- per sq. mtr.

Club Charges: As applicable

- 1.1 The Allottee(s) understands and confirms that the price of the Said Suite is based on the price of materials and labour charges pertaining thereto as and around 20th day of March 2013. If, however, during the progress of construction up to the expiry of 48 months from the abovespecified date is the date of handing over possession, whichever is earlier, there is an increase/decrease in the price of the materials used in the construction work and for labour charges (hereinafter referred to as Escalation Charges), the same shall be recoverable/ payable respectively to the Allottee(s).

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

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

It has been mutually agreed and binding between the Allottee(s) and the Company that 20% of the Total Price of the Said Suite, shall be treated as construction cost for the purpose of computation of Escalation Charges, and that within the above stated construction cost, the components of steel, cement, other construction materials, fuel and power and labour shall be 15%, 10%, 40%, 5% and 30% respectively of the construction cost.

Escalation charges shall be computed at the month of handing-over possession or expiry of 48 months i.e. in March 2017 whichever is earlier. The RBI interest for the month of March 2013 and for the month of March 2017 month of possession handover shall be taken as the opening and closing interest respectively to compute the Escalation Charges.

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

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

Escalation Charges, as intimated to the Allottee(s) shall be final and binding on the Allottee(s). The Allottee(s) understands and confirms that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of the Allotment Letter. No possession shall be handed over to the Allottee(s) unless Escalation Charges are paid in full along with delayed interest, if any, as mentioned in clause 39.

An example enclosed herewith is **Annexure XI** illustrating the computation of Escalation Charges.

- 1.2 The Allottee(s) shall make the payment of the Total Price as per the payment plan opted by the Allottee(s) as set out in schedule of payments **Annexure-IV** to the Allotment Letter along with all other charges, Taxes and Cesses, securities, deposits, etc. increases, as mentioned in the Allotment Letter shall be payable by the Allottee(s) as and when demanded by the Company.
- 1.3 The Allottee(s) understands that the building plan, layout plan of the Said Complex/Said Suite as approved by the Governmental Authority is subject to change as per discretion of the Company and/or as directed by the Governmental Authority.
- 1.4 The Allottee(s) acknowledges and undertakes that the Total Price of the Said Suite is calculated on the basis of its Super Area which is inclusive, except the right to exclusive use of Parking Space(s) which is charged on lumpsum basis. The Super Area of the Said Suite may increase or decrease and any such change in the Super Area shall be communicated to the Allottee(s) during or after the construction of the Said Complex is complete and the occupation certificate in respect of the same has been granted by the Governmental Authority. The Allottee(s) undertakes to pay for increase, if any, in Super Area of the Said Suite on demand by the Company. On reduction in the Super Area, the refundable amount due to the Allottee(s) shall be adjusted in the next installment by the Company as set forth in the schedule of payments in **Annexure-IV**.
- 1.5 The Allottee(s) understands and confirms that the definition of Super Area, Suite Area, the tentative percentage of Suite Area to Super Area as on the date of execution of this Allotment Letter (the percentage of Suite Area to Super Area) shall be subject to change till the construction of the Said Building is complete. The Allottee(s) affirms that the Allottee(s) shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of changing the Total Price or any change in the percentage of the Suite Area to the Super Area as mentioned in **Annexure-III**.
- 1.6 (i) The Allottee(s) confirms that a sum of Rs. _____/- (Rupees _____ only) is towards FLC, calculated in the table contained in clause _____ and to be paid by the Allottee(s) in the manner and within the time as stated in the schedule of payments given in **Annexure-IV**.

(ii) The Allottee(s) undertakes that if due to any change in the lay-out plan/building plan of the Said Complex/Said Building :

a) The Said Suite ceases to be preferentially located, then only the amount of PLC, paid by the Allottee(s) shall be refunded with simple interest @ 9 % (Nine percent) per annum from the date of realisation of the amount of PLC and such refund shall be through adjustment in the next installment, as stated in the schedule of payment opted by the Allottee(s)

b) The Said Suite becomes preferentially located, if at the time of the Application it was not preferentially located, the Allottee(s) shall pay PLC of the Said Suite to the Company, as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Allottee(s)

c) The Said Suite becomes additionally preferentially located (through additional preferential attributes), the Allottee(s) shall pay Additional PLC for each Additional PLC attribute to the Company, as applicable and in the manner as specified in clause 1.6 (i)

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

1.8. In addition to the Total Price and other charges mentioned in the Application/Allotment Letter, the Allottee agrees to pay amounts towards the club facility to be provided in Said Complex, such as:

- a. Membership Fee - Rs. 1,00,000/- for 5 years
- b. Annual Club Charges - Rs. 6,000/- p.a.
- c. Refundable Security - Rs. 20,000/- (interest free)

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

1.9. The Allottee(s) undertakes that in addition to Total Price, the Allottee(s) shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:

a) A sum equivalent to the proportionate share of all applicable Taxes and Cesses shall be paid by the Allottee(s) to the Company. The proportionate share shall be the ratio of the super area of the Said Suite to the total super area of all the suite, other buildings, shops, club, community centre, etc. in the Said Complex.

b) The Company shall periodically intimate the Allottee(s), on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above, which shall be final and binding on the Allottee(s) and the Allottee(s) shall make payment of such amounts within thirty (30) days of such intimation.

- 1.10 The Allottee(s) shall pay or and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Said Suite within the stipulated period as mentioned in the demand notice and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Allottee(s) in respect of the Said Suite and Parking Space(s). In case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses as demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and Non Refundable Amounts, etc. and refund the balance amount to the Allottee(s) without any interest upon evaluation of party from scale / allotment to any other party.
- 1.11 The Allottee(s) affirms that any payments towards EDC/IDC (if applicable) levied/leviable or any increase thereof by the Government or any other Governmental Authority(ies) shall be paid by the Allottee(s) and any further increase in EDC/IDC by whatever name called or in whatever form and with all such conditions imposed by the Government under any Governmental Authority(ies) shall be paid by the Allottee(s). It is also agreed by the Allottee(s) that all such levies/increases may be levied by the Government of Uttar Pradesh or any other Governmental Authority(ies) on prospective or retrospective basis effective from the date of licence(s) of the Said Building/ Said Land. The Company makes it clear that if it is required to pay such levies, EDC/IDC interest and other charge etc. in such prospective /retrospective manner from the date of licence(s), then the Company shall demand, and the Allottee(s) undertake(s) to pay the same. The pro-rata demand made by the Company to the Allottee(s) with regard to EDC/IDC increases in EDC/IDC shall be final and binding on the Allottee(s). If the EDC/IDC increase/ EDC/IDC is not paid, then the non-payment of such charges shall be treated as unpaid sale price as per the Application/Allotment Letter and the Company shall be entitled to cancel the Allotment Letter and forfeit the Earnest Money along with the Non Refundable amounts and the balance amount, if any, shall be refunded to the Allottee(s). If the EDC/IDC increased EDC/IDC is levied (including with retrospective effect) after the conveyance deed has been executed, the Allottee(s) agrees and undertakes to pay the same on demand by the Company and if the demanded charges are not paid, then the same shall also be treated as unpaid sale price of the Said Suite/ Parking Space(s) and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Suite/ Parking Space(s) till such unpaid charges are paid by the Allottee(s).
- 1.12 The Total Price mentioned in this Allotment Letter is inclusive of cost of providing electric wiring and switches in each suite and the firefighting equipment in the common areas as provided in the existing fire fighting code/regulations but does not include the cost of electric fittings, fixtures, pipes, electric and water meter etc. which shall be got installed by the Allottee(s) at his/her own cost as well as the charges for water and electricity connection. If, however, due to any subsequent legislation / Government order or directions or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant(s) shall pay the additional expenditure incurred thereon on a pro rata basis along with other applicants as determined by the Company in its absolute discretion.

In addition to the Total Price, the Allottee affirms that the Allottee shall be liable to pay the following charges:

- Proportional share of cost for providing/provisioning for power back up including that of equipments, DG set, cabling, installation etc. 100% power back up at load factor of 70% and overall diversity of 70% per 3 to 3 min.
- All amounts and charges paid/payable/provisioned by the Company to Uttar Pradesh State Electricity Board (UPSEB) or any other body.

The aforementioned charges shall be paid as and when demanded by the Company and the determination of the proportionate share by the Company shall be final and binding upon the Allottee.

In case of failure of the Allottee to pay any of the aforementioned charge, the same shall be treated as unpaid sale price of the Said Suite and the Company shall have the discretion to withhold the conveyance/registration of the Said Suite and/or venture the Said Suite.

- (13) The Allottee(s) understands and confirms that if the Company or the Maintenance Agency decides to apply for and thereafter receives permission, from UPSEB or from any other body/ commission / regulator / licensing authority constituted by the Government of Uttar Pradesh for such purpose, to receive and distribute bulk supply of electrical energy in the Said Complex/Said Building then the Allottee(s) undertakes to pay on demand to the Company proportionate (share as determined by Company) of all deposits and charges paid/ payable by the Company or the Maintenance Agency to UPSEB / any other body/ commission / regulator / licensing authority constituted by the Government of Uttar Pradesh failing which the same shall be treated as unpaid sale price of the Said Suite payable by the Allottee(s) for the Said Suite and the conveyance of the Said Suite shall be withheld by Company till full payment thereof is received by the Company from the Allottee(s). Proportionate share of cost, incurred by the Company for treating infrastructure like HT Feeder, EHT Sub station etc. shall

also be payable by Allottee(s) on demand. Further the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Said Suite till full payment of such deposits and charges is received by the Company or the Maintenance Agency. Further, in case of bulk supply of electrical energy, the Allottee(s) shall abide by all the conditions of auction of bulk supply including but not limited to waiver of the Allottee(s)'s right to apply for individual/direct electrical supply connection directly from UPSEB or any other body responsible for supply of electrical energy. An undertaking in this regard executed by the Allottee(s) is attached as **Annexure-IX** to this Allotment Letter. The Allottee(s) shall pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by Company from time to time.

- (14) In addition to the terms and conditions of this Allotment Letter and upon execution of Conveyance Deed, the Allottee(s) shall have the following rights with regard to the Said Suite:

- (i) ownership of the suite area;
- (ii) undivided proportionate interest in the Foot Print (including the basement reserved for car parking and services) calculated in the ratio of Super Area of the Said Suite to the total super area of all suites in the Said Building/Said Complex, as the Company may decide;
- (iii) exclusive right to use the Parking Space(s) (without any ownership right) for parking of vehicles only and for no other use whatsoever (as listed in **Part D of Annexure-V**). The Allottee(s) hereby acknowledge that the Said Suite along with Parking Space(s) will be treated as a single indivisible unit for all purposes including the Apartment Act and, as such, cannot be transferred separately. The Allottee(s) shall not have any claim, right or interest whatsoever in respect of any other parking space(s) (even and except the Parking Space(s)). The Company shall have sole right to deal with or dispose of other parking space(s) in the Said Complex in the manner in which the Company may deem fit;
- (iv) undivided proportionate interest and right to use the Common Areas and Facilities within the Said Complex only. Since the interest of Allottee(s) in the Common Areas and Facilities (as listed in **Part A** and **Part B of Annexure-V** of the Allotment Letter) is undivided and cannot be separated. Subject to timely payment of Maintenance Charges, the Allottee(s) shall use the Common Areas and Facilities harmoniously along with other allottees/owners, maintenance staff, etc., without causing any inconvenience or harassment/boycott to them;
- (v) right to only use the general common areas and facilities within the Said Complex limited to and precisely listed in **Part C of Annexure-V** of the

Allotment Letter, which may be written on outside the Foot Print earmarked by the Company as commonly used areas by all allottees of all the buildings constructed on the Said Land. The identification by the Company of such areas shall be final and binding on the allottee. However, such general commonly used areas and facilities earmarked for convenience of all the allottee shall not include the enclosure reserved car parking spaces/till/open car parking and in basements individually allotted to the allottee of the residential / commercial space and other buildings for their exclusive use.

(v) right of usage of the club subject to fulfilment of the terms and conditions

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

(i) All lands (except the general commonly used areas and facilities within the Said Complex earmarked for common use, limited to and precisely listed in Part B of Annexure-V of the Allotment Letter), falling outside the Foot Print, including but not limited to those as listed in Annexure-V, Part-C, or any other facility or amenity as may be provided by the Company at its sole discretion or as provided in accordance with the directions of any Governmental Authority(ies) including any club house, shops, community building, etc. in the Said Complex, are specifically excluded from the scope of this Allotment Letter and the Allottee(s) shall not have any right of any nature whatsoever in such lands, areas, facilities and Amenities within the Said Complex/ Said Land.

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

1.17(a) The Allottee(s) undertakes and confirms that the Said Suite / Said Building/ Said Complex may be subject to the Apartment Act. The Common Areas and Facilities and the undivided interest of each suite owner in the Foot Print of the Said Building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Apartment Act) shall be conclusive and binding on the Allottee(s). The Allottee(s)'s right, title and interest in the Said Suite, Common Areas and Facilities and the undivided interest in the Foot Print of the Said Building shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Allottee(s) shall be required to join the society/association of the owners and the Allottee(s) shall pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/Maintenance Agency for the purpose.

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

2. The Allottee(s) undertakes to pay all Government rates, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or liable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex / Said Building/ Said Suite or land appurtenant thereto or the case may be as assessable or applicable from the date of the allotment. If the Said Suite is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Suite is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s).
3. The Allottee(s) has paid a sum of Rs. _____ (Rupees _____ only) including service tax, being part payment towards the Total Price at the time of Application, the receipt of which the Company doth hereby acknowledge and the Allottee(s) has agreed to pay the remaining price of the Said Suite as prescribed in schedule of payments (Annexure-IV) attached with this Allotment Letter along with all other charges, Taxes and Cesses, securities, etc. as may be demanded by the Company within the time and in the manner specified therein.
4. The Allottee(s) confirms that out of the total amount(s) paid/payable by the Allottee(s) for the Said Suite and the Parking Spaces, 10% of the Total Price of the Said Suite and Parking Spaces shall be treated as Earnest Money to ensure fulfillment of the terms and conditions as contained in the Application and this Allotment Letter. In the event, the Allottee(s) fails to perform any obligation or commit breach of any of the terms and conditions mentioned in this Application and/or this Allotment Letter, including but not limited to the occurrence of any event of default as stated in this Allotment Letter and the failure of the Allottee(s) to sign and return this Allotment Letter in original to the Company within 30 days of dispatch, the Allottee(s) consents and authorizes the Company to cancel the allotment and on such cancellation, the Allottee(s) authorizes the Company to forfeit the Earnest Money alongwith Non Refundable Amount. Thereafter the Allottee(s) shall be left with no right, interest and lien on the Said Suite and Complex. This is in addition to any other remedy/right, which the Company may have. If the amount paid by the Allottee(s) is less than the forfeitable amount, then the Allottee(s) undertakes to make good the shortfall of the forfeitable amount.
5. The Allottee(s) shall make all payments within the stipulated time as mentioned in the schedule of payments as given in Annexure-IV annexed to this Allotment Letter and other charges and amounts, as may be demanded by the Company from time to time, without any remittance from the Company, through A/c pass cheque(s)/ demand draft(s) in favour of 'TLY Universal Ltd. Collection Account payable at Indore'.
6. The Allottee(s) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act & Rules (RBI) made there under or any other statutory amendments/modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Allotment Letter. The Allottee(s) undertakes that in the event of any failure on his/her part to comply with the applicable guidelines issued by RBI, the Allottee(s) alone shall be liable for any action under FEMA. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittance on behalf of any Allottee(s) and such third party shall not have any right in this Allotment Letter, allotment of the Said Suite in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.
7. The Allottee(s) authorizes the Company to direct/appropriate all payments that shall be made by the Allottee(s) under any head(s) of dues against outstanding loans in Allottee's name and the Allottee(s)

shall not have a right to object/withdraw from the Company to adjust the payments in any manner otherwise than as decided by the Company.

8. The Allottee(s) agrees that time is of essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee(s) as per this Allotment Letter and/or as demanded by the Company from time to time and also to perform/observe all the other obligations of the Allottee(s) under this Allotment Letter.
The Company is not under any obligation to send any reminders for the payments to be made by the Allottee(s) as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by the Allottee(s).
9. The Allottee(s) has seen and accepted the schedule of payments, (as given in **Annexure-IV**) typical suite plan (as given in **Annexure-VII**) building plan, layout plan (as given in **Annexure-III**) and technical specifications (as given in **Annexure-VI**). The Company may in its discretion as may be directed by any Governmental Authority (as) or due to Force Majeure conditions carry-out, such additions, alterations, deletions and/ or modifications in the suite floor plan, building plan, specifications, etc., including but not limited to change in the position of the Said Suite, change in the number of Said Suite, change in the area and/ or change in the dimension of the Said Suite at any time thereafter till the grant of occupation certificate. The issuance of the occupation certificate shall be the conclusive evidence that the construction of the Said Complex/Said Building/ Said Suite is fully complete in accordance with the building plan, suite plan and specifications as annexed to this Allotment Letter as **Annexure-VI** as any modifications thereof. The Allottee(s) agrees and understands that the construction will commence only after all necessary approvals are received from the concerned authorities including MoEF.
10. In case of any alteration/modification resulting in $\pm 10\%$ change in the Super Area of the Said Suite any time prior to and upon the grant of occupation certificate, the Company shall intimated in writing to the Allottee(s) the change thereof and the resultant change, if any, in the Total Price of the Said Suite to be paid by the Allottee(s) and the Allottee(s) shall deliver to the Company within seven (7) days of the receipt of the change within forty (40) days from the date of dispatch by the Company. In case the Allottee(s) does not send his written consent, the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing indicating his non-consent/objection to such alterations/modifications then in such case alone the Company may at its sole discretion decide to cancel this Allotment Letter without further notice and refund the entire money received from the Allottee(s) with interest @ 9% per annum within ninety (90) days from the date of intimation received by the Company from the Allottee(s). Upon the decision of the Company to cancel the Said Suite, the Company shall be discharged from all its obligations and liabilities under this Allotment Letter and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Said Suite and the Parking Spaces(s).
- 11(a) The Company based on its present plans and estimates and subject to all just exceptions endeavour to complete construction of the Said Building/Said Suite within a period of forty eight (48) months from the date of the Application unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Allotment Letter or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Allotment Letter.
- (b) If the possession of the Said Suite is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of the Said Suite. The Company during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of this Allotment Letter or if the circumstances so warrant, the Company may also suspend the development of the project for such period as is considered expedient. The Allottee(s) undertakes and warrants that

the Allottee(s) shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

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

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

subject to provisions of law/court order, refund within reasonable time to the Allottee(s) the amount(s) received from the Allottee(s) after deducting Non Refundable Amounts, but without any interest or compensation and the decision of the Company in the regard shall be final and binding on the Allottee(s) save as otherwise provided herein; the Allottee(s) shall be left with no other right, claim or whatsoever nature against the Company under or in relation to this Allotment Letter.

12. The Company, upon obtaining occupation certificate and use from the Governmental Authority shall offer in writing possession of the Said Suite to the Allottee(s) in terms of this Allotment Letter to be taken within 30 days from the date of issue of such notice and the Company shall give possession of the Said Suite to the Allottee(s) provided the Allottee(s) is not in default of any of the terms and conditions of this Allotment Letter and has complied with all provisions, formalities, documentation, etc., as maybe prescribed by the Company in this regard.

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

13. Upon receiving a written intimation from the Company in terms of clause 12 above, the Allottee(s) shall within the time stipulated by the Company, take possession of the Said Suite from the Company by executing necessary formalities, undertakings, Maintenance Agreement and such other documentation as the Company may prescribe and by making all the payments to the Company of all charges/dues as specified in this Allotment Letter and the Company shall after satisfactory execution of such documents give possession of the Said Suite to the Allottee(s) provided the Allottee(s) is not in breach of any other term of this Allotment Letter. If the Allottee(s) fails to take the possession of the Said Suite as above said within the time limit prescribed by the Company in its notice, then the Said Suite shall be at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof. Further it is agreed by the Allottee(s) that in the event of the Allottee's failure to take possession of the Said Suite in the manner as aforesaid, the Company shall have the option to cancel this Allotment Letter and avail the remedies as are available in Law including as stipulated in clause 54 of this Allotment Letter as the Company may, without

provides to its rights under any of the clauses of this Allotment Letter and at its sole discretion, decide to continue the delay by the Allottee(s) in taking possession of the Said Suite in the manner as stated in this clause on the condition that the Allottee(s) shall pay to the Company liquidated damages @ Rs. 107,64/- per sq. mtr. of the Super Area per month for any delay of full one month or any part thereof in taking possession of the Said Suite for the entire period of delay. The Allottee(s) acknowledges that the charges stipulated above are just, fair and reasonable which the Company will suffer on account of delay in taking possession of the Said Suite by the Allottee(s). That on such completion and after receiving entire amount of

charges together with all other amounts due and payable under this Allotment Letter (alongwith due interest, if any, thereon) the Company shall hand over the possession of the Said Suite to the Allottee(s). For the avoidance of any doubt it is clarified that these charges are in addition to maintenance or any other charges as provided in this Allotment Letter. Further, the Allottee(s) agrees that in the event of the Allottee's failure to take possession of the Said Suite within the time stipulated by the Company in its notice, the Allottee(s) shall have no right or claim in respect of any item of work in the Said Suite which the Allottee(s) may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and the Allottee(s) shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said Suite(s) and Building/Said Complex.

14. If for any reasons other than those given in clauses 11(b), 11(c) and clause 44, the Company is unable to or fails to deliver possession of the Said Suite to the Allottee(s) within forty eight (48) months from the date of Application or within any extended period or periods as envisaged under this Allotment Letter, then in such case, the Allottee(s) shall be entitled to give notice to the Company, within ninety (90) days from the expiry of said period of forty eight (48) months or such extended periods, as the case may be, for terminating this Allotment Letter. In that event, the Company shall be at liberty to sell and/or dispose of the Said Suite and the Parking Space(s) to any third party at such price and upon such terms and conditions, as the Company may deem fit and thereafter the Company shall within ninety (90) days from the date of full realization of the sale price after sale of Said Suite and the Parking Space refund to the Allottee(s), without any interest, the amounts paid by the Allottee(s) in respect of the Said Suite and the Parking Space without deduction of Earnest Money but after deduction of brokerage paid by the Company to the broker/sales agent/carpenter in case the booking is done through a broker/sales agent/carpenter. For the avoidance of doubt, it is stated that the Allottee(s) shall have no other right or claim against the Company in respect of the Said Suite and Parking Space(s).

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

- 15(a) Subject to the terms and conditions of the Allotment Letter, in case of any delay (except the Force Majeure clause 44 and conditions as mentioned in clause 11(b) and 11(c) by this Company in completion of construction of Said Suite and receiving occupation certificate of the Said Complex and the Allottee(s) not being in default/breach of the terms and conditions set out in the Application/Allotment Letter, the Company shall pay compensation @ Rs. 107,64/- per sq. mtr. of the Super Area of the Said Suite per month or any part thereof till the date of grant of occupation

certificate only to the first named Allottee(s) and not to anyone else. The Allottee(s) agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Allottee(s) may suffer and the Allottee(s) agrees that it shall have no other right claim whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Said Suite to the Allottee(s) first named.

15(b) The Allottee understands that the Company may abandon the project due to an event whatsoever and without giving any reasons and if the company abandons the project, then this Allotment shall stand terminated and the Allottee shall be entitled to refund of the amount alongwith

2% interest per annum for the period of the amount has been lying with the Company and the Company shall not liable to pay any other compensation whatsoever.

16. In order to provide necessary maintenance services, upon the completion of the Said Building/Said Complex the maintenance of the Said Building /Said Complex may be handed over to the Maintenance Agency. The Allottee(s) agree to execute Maintenance Agreement with the Maintenance Agency or any other institute/agency or other body/association of suite owners as may be appointed by the Company from time to time for the maintenance and upkeep of the Said Building/ Said Complex. Maintenance Agreement shall not be deemed to be executed till the same is signed by all the parties. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Company reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The Maintenance Charges shall become applicable/payable from the date the Company has received the occupation certificate /the date of allotment whichever is later.

It is further specifically clarified that the draft Maintenance Agreement annexed to the Allotment Letter is purely an indicative Maintenance Agreement that is proposed to be entered into with the Allottee(s) for maintenance and upkeep of the Said Building /Said Complex; however, if at any time, after having taken over the Said Building /Said Complex, the Maintenance Agency, and association of suite owners/ condominium of association decides to modify, alter, add, delete any one or more of the terms and conditions of the Maintenance Agreement, the Allottee(s) shall not have any objection to the same and shall execute the Maintenance Agreement as may be required by the Maintenance Agency or association of suite/flat owners or association of condominium or its committee or assign.

17. The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Maintenance Charge shall be levied from the date of occupation certificate or the date of allotment, whichever is later and the Allottee(s) undertakes to pay the same promptly. It is agreed by the Allottee(s) that the payment of Maintenance Charges will be applicable whether or not the possession of Said Suite is taken by the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost on monthly / quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year.

and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee(s). The Allottee(s) undertakes to pay the maintenance bills on or before due date as estimated by the Maintenance Agency.

18. In order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Allottee(s) shall deposit as per the schedule of payment given in Annexure IV and to always keep deposited with the Company / Maintenance Agency IFMS. In case the Allottee(s) fails to pay any maintenance bill then (a) the allottee(s) shall not be entitled to avail any maintenance services (b) and the amount of such maintenance bills shall be first adjusted out of the principal amount of IFMS. If due to such adjustment in the principal amount, the IFMS falls below the agreed sum Rs 1615 per sq. mtr. of the Super Area of the Said Suite, then the Allottee(s) hereby undertakes to make good the shortfall (shortfall within fifteen days of the due date of the defaulted maintenance bill. The Company reserves the right to increase the IFMS from time to time keeping in view the increase in the cost of maintenance services and the default committed by the Allottee(s). The decision of the Company /Maintenance Agency shall be final and binding upon the Allottee(s). The Allottee(s) agrees to pay such increases within fifteen (15) days of written demand by the Company. If the Allottee(s) fails to pay such increase in the IFMS or to make good the shortfall as above said on or before the due date, then the Company may in its sole discretion treat this Allotment

Letter is cancelled without any notice to the Allottee(s) and to adjust the shortfall from the sale proceeds of the Said Suite and to refund to the Allottee(s) the balance of the money realized from such sale after deducting therefrom the entire Earnest Money and Non-Refundable Amounts. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Allotment Letter relating to IPMS as stipulated in this clause shall survive the conveyance of title in favour of the Allottee(s) and the Company / Maintenance Agency shall have first charge/due on the Said Suite in respect of any non-payment of shortfalls/increase as the case may be.

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

The Allottee(s) has specifically agreed that the allotment of the Said Suite shall be subject to strict compliance of a code of conduct that may be determined by the Company / Maintenance Agency for occupation and use of the Said Suite and such other conditions as the Company / Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the Said Suite, operation hours of various maintenance services, general compliance the occupants of the Said Complex, regulation as to entry/exit of the visitors, services, guests, security, etc. It is clarified that the code of conduct as may be specified by the Company / Maintenance Agency is always subject to change by the Company / Maintenance Agency.

19. The Allottee(s) shall not use the Said Suite for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other suite owners or residents of the Said Complex; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Suite which tends to cause interference to any adjacent plot(s) / building(s) or in any manner interfere with the use of such as amenities available for common use. The Allottee(s) shall indemnify the Company against any action, damages or loss that it incurs for which the Allottee(s) / occupant shall be solely responsible.
20. As and when any plant or machinery within the Said Complex/Said Building, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottee(s) in the Said Building/Said Complex, as the case may be on pro-rata basis as specified in this Allotment Letter. The Company or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timing or cost thereof and the Allottee(s) agree to abide by the same.
21. In addition to the Company's / Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities, and the parking space(s) for providing necessary maintenance services, the Allottee(s) shall permit the Company or the Maintenance Agency to enter into the Said Suite or any part thereof, after due notice and during the normal working hours, (unless the circumstances warrant otherwise, with a view to rectify any defect. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Allotment Letter and the Company/Maintenance Agency shall be entitled to take such action as it may deem fit.
22. The structure of the Said Building may be got insured against fire, earthquakes, riots and civil commotion, militant action etc. by the Company or the Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by the Allottee(s) as the part of the maintenance bill raised by the Maintenance Agency but contents inside Said Suite shall be insured by the Allottee(s). The Allottee(s) shall not do or permit to:

he does any act or thing which may render void or voidable insurance of any nature or any part of the Said Building or cause increased premiums to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

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

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

25. The Allottee(s) shall, after taking possession or after the expiry of period as stipulated in clause 12 be solely responsible to maintain the Said Suite at the Allottee's cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building / Said Suite, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Suite and keep the Said Suite, its walls and partition, doors, drains, pipes and appurtenances thereto or belonging thereto, in good and reasonable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, warrants and guarantees that Allottee(s) would not put any signboard / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Said Building or common areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Suite or place any heavy material in the common passages or staircases of the Said Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Suite. The Allottee(s) shall

plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Said Suite, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

26. The Allottee(s) is accepting this Allotment Letter for the allotment of a residential unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex. The Allottee(s) hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Suite all the requirements, regulations, demands and repairs which are required by any development authority (municipal authority / Government or any other Governmental Authority in respect of the Said Suite / Said Building at his/her own cost and keep the Company indemnified, secured and harmless against all costs, consequences and all damages arising on account of non-compliance with the said requirements, regulations, demands and repairs.

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

28. The Allottee(s) confirms that if the FAR(Floor Area Ratio) is increased beyond the current applicable FAR of 2 by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex or by adding more floors to the existing building, as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR, and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex by use of additional FAR.
29. The Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage / charge / constitution of receivables or in any other mode or manner by charge/mortgage of the Said Suite / Said Building / Said Complex / Said Land subject to the condition that the Said Suite shall be free from all encumbrances at the time of execution of Conveyance Deed. The Company/financial institution/bank, as the case may be, may always have the first lien / charge on the Said Suite for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company for the purpose of the construction of the Said Building/Said Complex. The Company/Financial Institution/ Bank/ Non Banking Finance Company (NBFC), as the case may be, may have the first lien/ charge on the Said Suite for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company/ affiliates for the purpose of the construction of the Said Building/ Said Complex. As on the date of the Application, Said Land has been provided as security to Punjab National Bank (PNB). The Company agrees that at the time of execution of Conveyance Deed the Said Suite shall be free from all encumbrances.
30. The Allottee(s) accepts that no lien or encumbrance shall arise against the Said Suite as a result of the Allotment Letter or any money deposited hereunder by the Allottee(s). In furtherance and not in derogation of the provisions of the preceding sentence the Allottee(s) agrees that the provisions of this Allotment Letter are and shall continue to be subject and subordinate to the lien of any mortgage or loan after made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to perfect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Suite or cause the Allottee(s) from completing the payment of the price of the Said Suite or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the Conveyance Deed the Said Suite shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Allottee(s) who have opted for long term payment plan arrangement with any financial institutions / banks the conveyance of the suite in favour of the Allottee(s) shall be executed only on the Company receiving no objection certificate from such financial institution / banks.
31. The Allottee(s) agrees that the Company shall have the first charge/lien on the Said Suite/Parking Spaces for the recovery of all its dues payable by the Allottee(s) under this Allotment Letter and such other payments as may be demanded by the Company from time to time. Further the Allottee(s) agrees that in the event of his/her failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge/lien by selling the Said Suite to recover and receive the outstanding dues out of the sale proceeds thereof.
32. The Allottee(s) may obtain finance from any financial institution / bank in any other mode but the Allottee(s) obligation to purchase the Said Suite pursuant to the Allotment Letter is not to be contingent on the Allottee(s) ability or competence to obtain such financing and the Allottee(s) will

remain bound under this Allotment Letter whether or not the Allottee(s) has been able to obtain financing for the purchase of the S&P 500.

13. Forwarding this Allotment Letter to the Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Allottee(s) until finally, the Allottee(s) signs and delivers this Allotment Letter with all the annexes along with the payments due as stipulated in the schedule of payments in **Annexure-IV** secondly

a copy of this Allotment Letter executed by the Company through its authorized signatory is delivered to the Allottee(s) within 30 (thirty) days from the date of receipt of this Allotment Letter by the Company from the Allottee(s). If the Allottee(s) fails to execute and deliver to the Company this Allotment Letter within thirty (30) days from the date of its dispatch by the Company, then the Application of the Allottee(s) shall be treated as cancelled and the Earnest Money and Non Refundable Amounts paid by the Allottee(s) shall stand forfeited. If the counter part of this Allotment Letter is not executed by the Company and dispatched to the Allottee(s) within thirty (30) days from the date of its receipt from the Allottee(s), then this Allotment Letter shall be deemed to have been rejected and cancelled and all sums deposited by the Allottee(s) in connection therewith shall be refunded to the Allottee(s) without any interest or compensation whatsoever. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.

14. The Allottee(s) agrees and confirms that any rights on the S&P 500 are not assignable to any third party till expiry of four months from the date of booking and shall be subject to payment of monies due and payable by Allottee as stated in the Payment Plan. However, after the expiry of four months, the Company may in its sole discretion, upon payment of charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its agency/ body directions as may be in force, upon receiving a written request from the Allottee(s) permit the Allottee(s) to get the name of his/her securities substituted, added, deleted in his/her place subject to such terms, conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such substitution(s)/ transfer/assignment.

15. The Allottee(s) agree that this Allotment Letter including the payable along with its annexes and the terms and conditions contained in the Allotment Letter constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other correspondence, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to be binding on the Allottee(s) save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Allotment Letter in which case the terms and conditions of this Allotment Letter shall prevail and shall supersede. The Allotment Letter or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing duly signed by both the parties.

- 16(a) The Allottee(s) agree and understand that terms and conditions of the Allotment Letter may be modified/amended by the Company in accordance with any directions/orders of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Allottee(s).

- (b) The Allottee(s) further agree that the Maintenance Agreement attached to this Allotment Letter is intended to acquaint the Allottee(s) with the terms and conditions as may be stipulated so and when it is finally executed at the appropriate time to be notified by the Company. The Allottee(s) consents to the terms and conditions contained in the draft which shall substantially be the same as the final document to be executed at the appropriate time to be notified by the Company. The Allottee(s) further understands that the Company shall have the right to impose additional terms and conditions

or to modify/amend/change the terms and conditions as stated in this draft in the final document to be executed at the appropriate time.

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

37. The Allottee(s) agree that the provisions of this Allotment Letter, Maintenance Agreement, and those contained in other annexures are specific and applicable to suite offered for sale in the Said Complex and these provisions cannot be read in isolation or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Dispute Forum(s) or any other judicial forum involving any office suite(s)/building(s)/project(s) of the Company/ its associate/subsidiaries, partnership firms in which the Company is partner or interested.
38. All the provisions contained herein and the obligations arising hereunder in respect of the Said Suite/said Building/said Complex shall equally be applicable to and enforceable against any and all occupants, tenants, licensees and/or subsequent purchasers/assignees of the Said Suite, as the said obligations go along with the Said Suite for all intents and purposes, subject to clause 15 and 35 above.
39. Without prejudice to the rights/benefits available to the Company elsewhere in this Allotment Letter:
- (a) The Company may, at its sole option and discretion, waive in writing the breach by the Allottee(s) of not making payments as per the schedule of payments given in **Annexure-IV** but on the condition that the Allottee(s) shall pay to the Company interest which shall be charged for the first ninety (90) days after the due date @ 15 % per annum and for all periods of delay exceeding first ninety (90) days after the due date an additional penal interest @ 5 % per annum (total interest 18 % per annum only). It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Company in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Allottees.
- (b) Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
40. The Allottee(s) understands and confirms that if any provision of this Allotment Letter is determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to applicable law and the remaining provisions of this Allotment Letter shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.
41. Whenever in this Allotment Letter it is stipulated that the Allottee(s) has to make any payment in common with the other Allottees in the same building, the same shall be the proportion which the Super Area of the Said Suite bears to the total super area of all the suites and shops in the Said Building and all other building in the Said Complex as the Company may decide.
- Wherever in this Allotment Letter it is stipulated that the Allottee(s) has to make any payment in common with the Allottees of all the buildings, to be constructed on the Said Land the same shall be in proportion which the Super Area of the Said Suite bears to the total super area of all the suites/shops and all other buildings to be constructed on the Said Land.
42. The Company shall not be responsible or liable for not performing any of its obligations or undertakings provided for in this Allotment Letter if such performance is prevented due to Force Majeure conditions.

- 2) The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Company's right under this Allotment Letter are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) agrees to keep the Company fully informed at all times in this regard.
- 3) The Allottee(s) hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Allotment Letter and to observe and perform all the covenants and conditions contained in this Allotment Letter and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Allotment Letter. This will be in addition to any other remedy provided in this Allotment Letter and/or available in law.
- 4) The Allottee(s) shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Said Suits. The Company shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Allottee(s) have the right to deduct such charges from the Total Price and other charges payable to the Company for the Said Suits. Further, the Allottee(s) shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.
- 5) The Allottee(s) undertakes that the person to whom the Said Suits is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of this Allotment Letter or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 6) Two copies of this Allotment Letter shall be signed and accepted by the Allottee and the Company shall retain the original copy of this Allotment Letter and send the Second signed copy to the Allottee(s) for his/her reference and record.
- 7) The acceptance of this Allotment Letter will be completed only on signing by the Company through its authorized signatory at the Company's office, after the copies are duly signed by the Allottee(s) and are accepted by Company. This Allotment Letter shall be deemed to have been enforced.
- 8) All notices are to be served on the Allottee(s) as contemplated in this Allotment Letter shall be deemed to have been duly served if sent to the Allottee(s) or the Company by registered post at their respective addresses specified below:

(Address of Allottee(s))

DLF Undertakings Limited,
Office: 2nd Floor, Gateway Towers,
R-Block, Phase-III,
DLF City,
Gurgaon, Haryana-122002

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

30. In case there are joint Allottee(s) all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by the Allottee(s) which shall for all intents and purposes be considered as properly served on all the Allottees.
31. The Company reserves the right to transfer ownership of the Said Building/ Said Complex in whole or in parts to any other entity such as partnership firm, body corporate (i) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement as may be decided by the Company in its sole discretion and the Allottee(s) agree that he / she shall not raise any objection in this regard.
32. The Allottee(s) agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of the Allotment Letter shall be deemed to be events of default liable for consequences stipulated herein. Some of the indicative events of default are mentioned below which are merely illustrative and are not exhaustive:
- Failure to make payments within the time as stipulated in the schedule of payments as given in **Annexure-IV** and failure to pay the stamp duty, legal, registration, any incidental charges, any increase in security including but not limited to IFMS as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, Taxes etc. as may be notified by the Company to the Allottee(s) under the terms of the Allotment Letter, and all other defaults of similar nature.
 - Failure to perform and observe any or all of the Allottee's obligations including those contained in clause 56 (i) as set forth in the Allotment Letter or if the Allottee(s) fails to execute any other deed/ document/ undertaking/ indemnities etc. or to perform any other obligation, if any, set forth in any other Allotment Letter with the Company in relation to the Said Suite.
 - Failure to take possession of the Said Suite within the time stipulated by the Company.
 - Failure to execute the conveyance deed within the time stipulated by the Company in its notice.
 - Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increase in respect thereof, as demanded by the Company, its nominee, other Body or Association of Suite/Shops Owners/Association of Condominium, or the case maybe.
 - Failure, pursuant to a request by the Company, in terms of clause 4.17(x) of the Allotment Letter, to become a member of the association of suite/shops owners of the Said Building / Said Complex or to pay subscription charges etc. as may be required by the Company or association of suite/shops owners, or the case maybe.
 - Assignment of this Allotment Letter or any interest of the Allottee(s) in the Allotment Letter without prior written consent of the Company.
 - On transfer of any charge(s) given by the Allottee(s) for any reason whatsoever.
 - Sale/transfer/disposal of dealing with, in any manner of the Parking Space independent of the Said Suite or usage of the Parking Space other than for parking his/her vehicle.
 - Failure to pay Escalation Charges.
 - Any other act, deed or thing which the Allottee(s) may consent, omit or fail to perform in terms of this Allotment Letter, any other undertaking, affidavit/Allotment Letter/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an

event of default and the Allottee(s) agree and confirm that the decision of the Company in the regard shall be final and binding on the Allottee(s).

Unless otherwise provided in this Allotment Letter, upon the occurrence of any one or more of event(s) of default under this Allotment Letter including but not limited to those specified above, the Company may, in its sole discretion, by notice to the Allottee(s), cancel this Allotment Letter by giving in writing thirty (30) days from the date of issue of notice to notify the default as specified in that notice. In default of the above, the Allotment Letter shall stand cancelled without any further notice. If the default is not notified within such thirty (30) days, the Allotment Letter shall stand cancelled without any further notice or intimation and the Company shall have the right to retain Earnest Money along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Allottee(s) acknowledges that upon such cancellation of this Allotment Letter, the Allottee(s) shall have no right or interest on the Said Suite and the Company shall be discharged of all liabilities and obligations under this Allotment Letter and the Company shall have the right to sell or deal with the Said Suite and the Parking Space in the manner in which it may deem fit as if this Allotment Letter had never been executed. The refund, if any, shall be refunded by the Company by registered post only after realising amount on further sale/sale to any other party and

without any interest or compensation whatsoever to the Allottee(s). This will be without prejudice to any other remedies and right of the Company to claim other liquidated damages which the Company might have suffered due to such breach committed by the Allottee(s).

25. It is clarified that the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.
26. All or any dispute arising out or touching upon or in relation to the terms and conditions of the Application/ Allotment Letter, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location as decided by a sole arbitrator, who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Allottee(s) hereby confirms that the Allottee(s) shall have no objection to this appointment by the Company even if the person so appointed as the arbitrator is an employee or advocate of the Company or otherwise is connected to the Company and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Company. It is understood that no other person or authority shall have the power to appoint the arbitrator. The Courts at Lucknow alone and the High Court/Allahabad at Lucknow Bench alone shall have the jurisdiction.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allothee (including joint Allothees)

(1) _____

(2) _____

at _____ on _____ in the presence of _____

Please affix
photograph
and sign over
on the phot
ograph

WITNESSES:

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

2. Signature _____
Name _____
Address _____

Please affix
photograph
and sign over
on the phot
ograph

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

(AUTHORIZED SIGNATORY)

WITNESSES:

1. Signature _____
Name _____
Address _____

FOR AND ON BEHALF
D/L

2. Signature _____
Name _____
Address _____

(Sole/First Allothee)

(Second Allothee)

(Third Allothee)

List of Approvals / Sanctions
My PAD – Vibhuti Khand , Lucknow

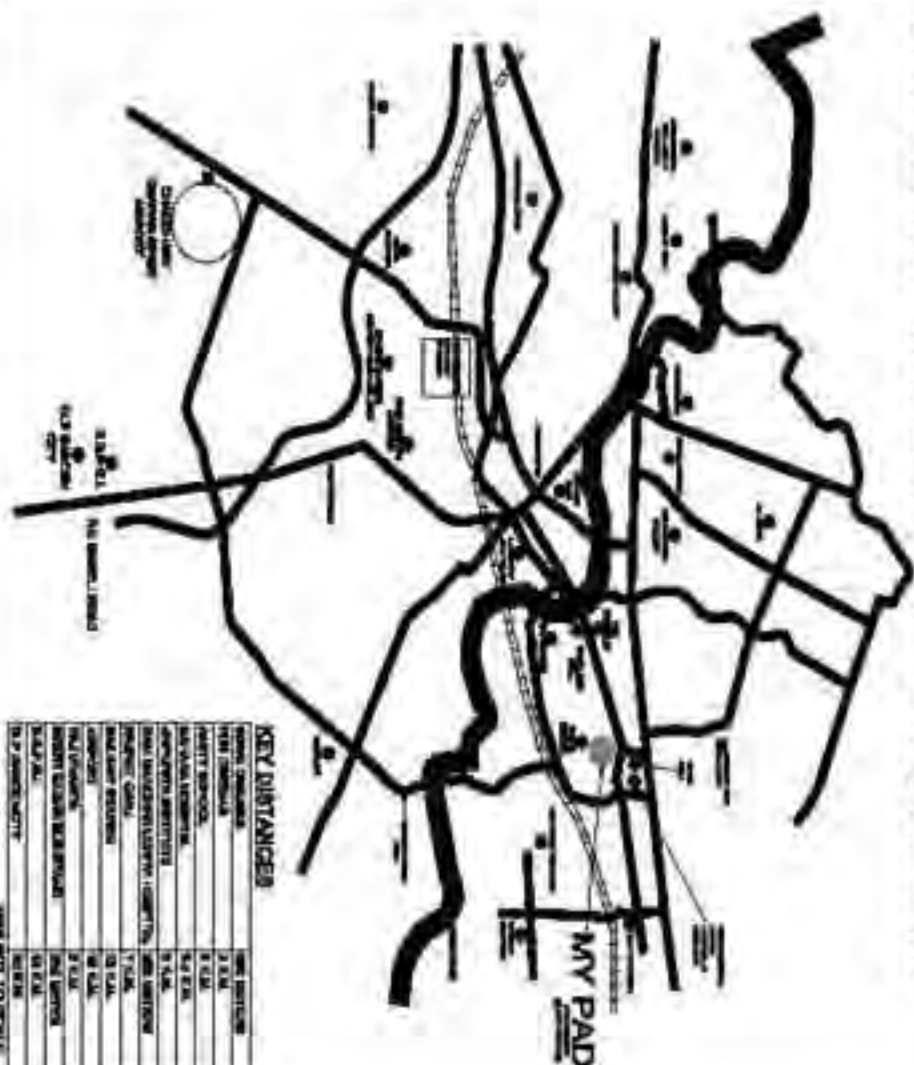
1. Permit to Build by LDA (Vide Permit No. 18505 – Specimen Vide order dated 14/02/2014)
2. Layout & Building Plans approved by LDA (Vide letter No. 5685/2005-1/12/14, dated 15/03/2014)
3. NOC from Fire department (Vide Letter no. FS-1(78/2014/01) , dated 25/03/2014)
4. Environmental Clearance from State Level Environmental Impact Assessment Authority (Vide Order No. 802/SEAC/2009, dated 12/05/2009 (Revisions submitted)
5. Consent to establish from Pollution Control Board (Vide Letter no. PS5724C-5890C-41602/11 , dated 11/11/2009 (Ground Layout to be submitted with Revised Environmental Clearance)
6. NOC from Traffic department (Vide Letter no. -STEPT-300000 , dated 10/06/2009)
7. NOC from Electrical Distribution department for Map section (Vide Letter No. 3664/V.H.VA3HA (Comm Mapal) , dated 09/09/2009)
8. NOC from Electrical supply department (Vide Letter no. 1555-ILV Sh. B/Lto Zone/Dir., dated 25/06/2009)
9. NOC from AAJ (5525/minid for High) clearance vide letter no. AAJ/POC/2006/44/401-805, dated 1/04/2009

 (Tola/First Addressee)

 (Second Addressee)
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 (Third Addressee)

PROPOSED TENTATIVE PLAN SHOWING LOCATION OF MY PAD, VISUALITLAND



DEFINITION OF SUPER AREA (STUDIO SUITE)

Super Area is equal to 1.339 times the Site Area (Super Area = 1.339 x Site Area). The Site Area of Said Studio Suite shall be in the entire area enclosed by its boundary walls including area under walls, walls including columns, half the area of walls common with other premises adjoining the said premises, lift/and electric rooms etc., all of which form the grip area of Said Studio Suite.

The above multiplication factor is uniform and constant, and is only for commercial reasons agreed between the Company and the Applicant/Allottee, which the Applicant/Allottee agree(s) is fair and reasonable and that the same would not be questioned at anytime by the Applicant/Allottee, till the Applicant/Allottee remain(s) in occupation of the Said Studio Suite. The Applicant/Allottee has/have made himself/themself fully aware of the above said multiplier and hereby confirm(s) that he/she has/have no objection on that behalf. It is further confirmed and agreed by the Applicant/Allottee that the said multiplication factor has no relationship to any physical parameter within or outside the Said Building or any practice generally understood, accepted or followed in general commercial/other any transactions.

Area of terrace(s) attached to Said Studio Suite, if any, shall be added to the total Super Area of Said Studio Suite.

CHANGES IN AREA

The Site Area of Said Studio Suite is subject to change due to revision in floor plans during design/approval of plan by authority/after construction of the Said Building. The revised Site Area, if any, shall be multiplied by the said multiplication factor of 1.339 to result a revised Super Area. The Company shall confirm the final Super Area after accounting for changes, if any, on or after the date of grant of completion certificate by the competent authority(ies). Super Area as calculated above is merely for the purpose of computing the price and all other charges payable by the Applicant/Allottee to the Company on the basis of agreed Sale Price & other Maintenance Charge (per Sq.Mt.) of Super Area of the Said Studio Suite.

It is specifically made clear by the Company and agreed by the Applicant/Allottee that the covering of exclusive terrace(s) attached to Said Studio Suite, if any, shall not be permitted and the Applicant/Allottee shall use the same as open terrace(s) only and in no other manner whatsoever.

PAYMENT PLAN
MY PAD, LUCKNOW
(BLOCK E1 AND E2)

ANNEXURE IV

LIST OF TENTATIVE COMMON AREAS & FACILITIES

PART A

List of tentative common areas and facilities for use of Allottee within the Said Building.

- i. Atrium and lobby at ground Floor.
- ii. Staircases and escalator.
- iii. Lifts and lift shafts.
- iv. Escalators, if any.
- v. Lifts lobbies including lighting, air-conditioning and fire fighting equipment thereof.
- vi. Common passages, corridors including air-conditioning, lighting and fire fighting equipment thereof.
- vii. Lift machine rooms.
- viii. Overhead water tanks.
- ix. Electrical / Plumbing / HVAC / Fire shafts and D.G. shafts.
- x. Drive's room / Common toilet, if any.
- xi. Security / Fire control room.
- xii. Sitatolence / service area.
- xiii. Guard room.
- xiv. Rain Water Harvesting pit.
- xv. Meter Room.
- xvi. HDD Storage Tank, if any.

PART B

List of general common areas and facilities located in basement for use of All Allottee(s) in the Said Portion of Land (Plan attached to this Annexure).

- i. Underground drainage & fire water tanks and pump room.
- ii. Transformer / L.T. Panels & HT Panel.
- iii. Pan room.
- iv. Fire escape staircases and escalator.
- v. Maintenance store and circulation area.
- vi. DG Room.
- vii. Sewage Treatment Plant.
- viii. A/C Plant Room.

* May be located under any tower or any other suitable location in the Said Portion of Land.

PART C

List of general common areas and facilities within the Said Portion of Land *Part* of All Allottee(s) in the Said Building (Please attach to the Annexure)

- i. Lanes & landscaped areas, including lighting & services etc.
- ii. Roads & driveways, including lighting & services etc.
- iii. Fire hydrants & fire brigade lines etc.

That now and except the common areas and facilities in Part A, Part B & Part C, as above, exclusive use of covered parking space as described in Part D of the Annexure and the individual plots/units therein is had underneath the Said Building. It is specifically made clear by the Company and agreed by the Allottee that he/she shall have no right, no title, no interest in any other land(s), areas, facilities and amenities within Said Complex as these are specifically excluded from the scope of this Allotment Letter and the Allottee agree(s) and confirm(s) that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

PART D

Reserved Car Parking Space(s) within Said Complex individually allotted for Allottee for exclusive use and excluded from the computation of Paper Area of the Said Studio Town / Shy (Car parking plan/s attached to Annexure)

- i. Covered car parking space on MLCF in Tower B2
- ii. Covered car parking space in basement of Tower

PART E

It is specifically made clear by the Company and agreed by the Allottee that this Allotment Letter is limited and confined in its scope only to the Said Studio Town / Shy, areas, amenities and facilities as described in Part A, Part B, Part C and Part D of this Annexure, the land underneath the Said Building. It is understood and confirmed by the Allottee that all other land(s), areas, facilities and amenities outside the periphery / boundary of Said Portion of Land is *not* part. Furthermore we specifically excluded from the scope of this Allotment Letter and the Allottee agree(s) that he/she shall have no ownership rights, no right of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Allotment Letter and have not been taken in the computation of Paper Area for calculating the Sale Price and therefore, the Allottee has/has not paid any money in respect of such other lands, areas, facilities and amenities. The Allottee agree(s) and confirm(s) that the ownership of such other lands, areas, facilities and amenities shall vest solely with the Company, its associate companies, its subsidiary companies and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner:

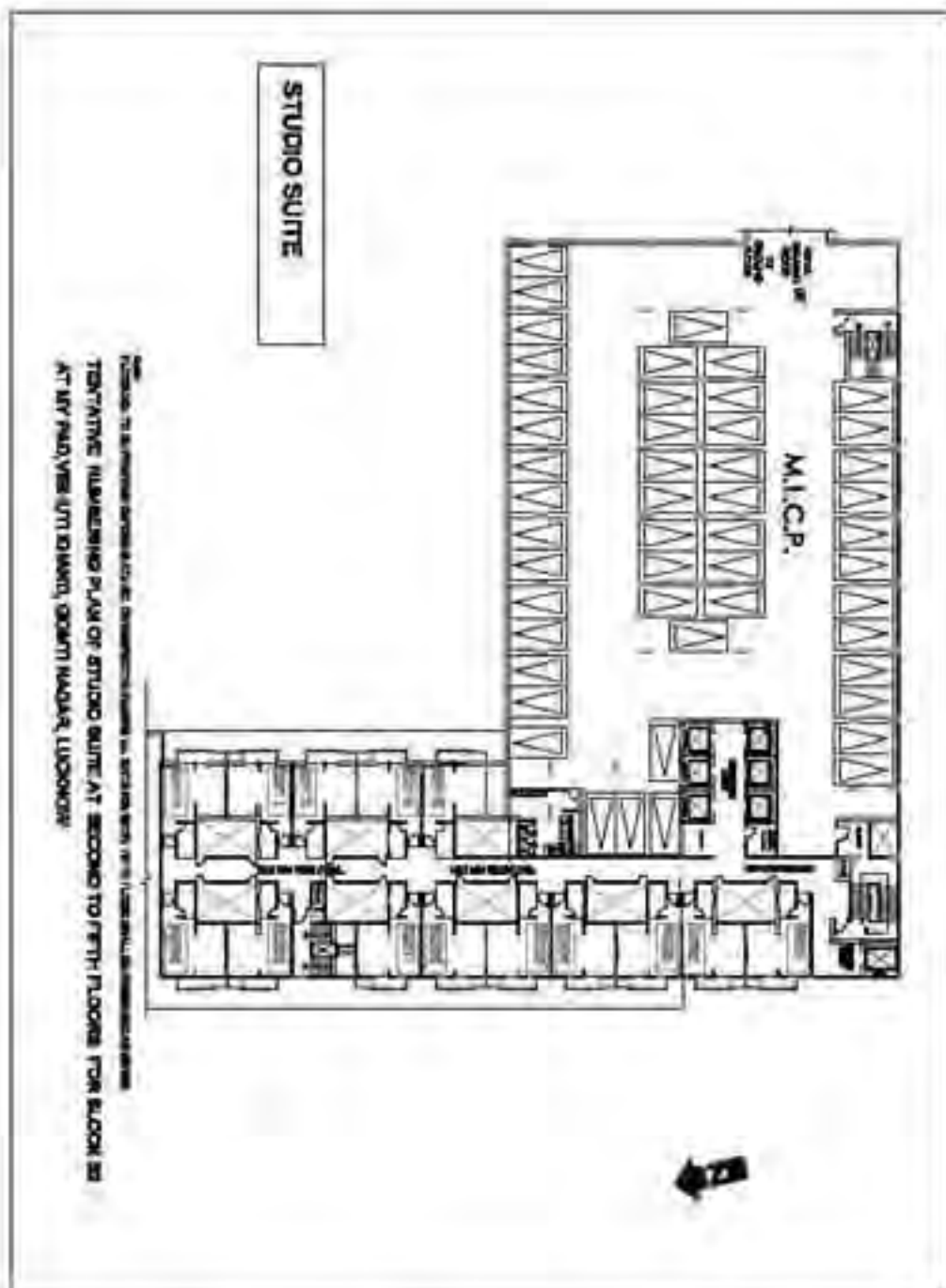
- i. Club and Swimming Pool within the Said Building, if any, and/or within the said portion of Land / *not* Part, *Notwithstanding*
- ii. All Areas, Building, provision, structure falling outside the periphery / boundary of the said plot of land

MY PAD VIBHUTIRHAND- SPECIFICATIONS			
S.No	Area	Location	SPECIFICATION
STUDIO-SITE			
1	ROOM	Flooring	Laminated Wooden Flooring
		Wall	Plaster Emulsion Paint
		Ceiling	ODB
2	TOILET	Flooring	Antiskid Ceramic Tiles
		Wall	Ceramic Tile 2100mm upto height, Plaster Emulsion Above
		Ceiling	ODB
		Fixture / Fitting	Single Lever CP Fittings Branded Churnware
3	KITCHENETTE	Counter	Granite
		Wall above Counter	Ceramic Tile upto 600 mm, plaster Emulsion above
		Sink	Single bowl SS Sink
4	WINDOW	Windows	Aluminium Windows
5	DOORS	Main Door	Alum Veneered and Measuring Painted Flush Door
		Toilet Door	Flush Door with Panel
6	HARDWARE		SS. Finish
7	LIFT / OBBY	Flooring	Vitrified tile
		Wall	Plaster Emulsion Paint
		Ceiling	Plaster False Ceiling
8	CORRIDOR	Flooring	Vitrified tile
		Wall	Plaster Emulsion Paint
		Ceiling	Plaster False Ceiling
9	STAIRCASE	Flooring	Terrazo Tiles or equivalent
		Wall	ODB
		Ceiling	ODB
		Railing	Enamel Painted MS Railing
10	BALCONY	Flooring	Antiskid Ceramic Tile
		Wall	Weather Shield Exterior Paint
		Ceiling	Weather Shield Exterior Paint
		Railing	Enamel Painted MS Railing
11	AIR CONDITIONING		Split AC As Per Requirement
12	EXTERIOR		Weather Shield Exterior Paint

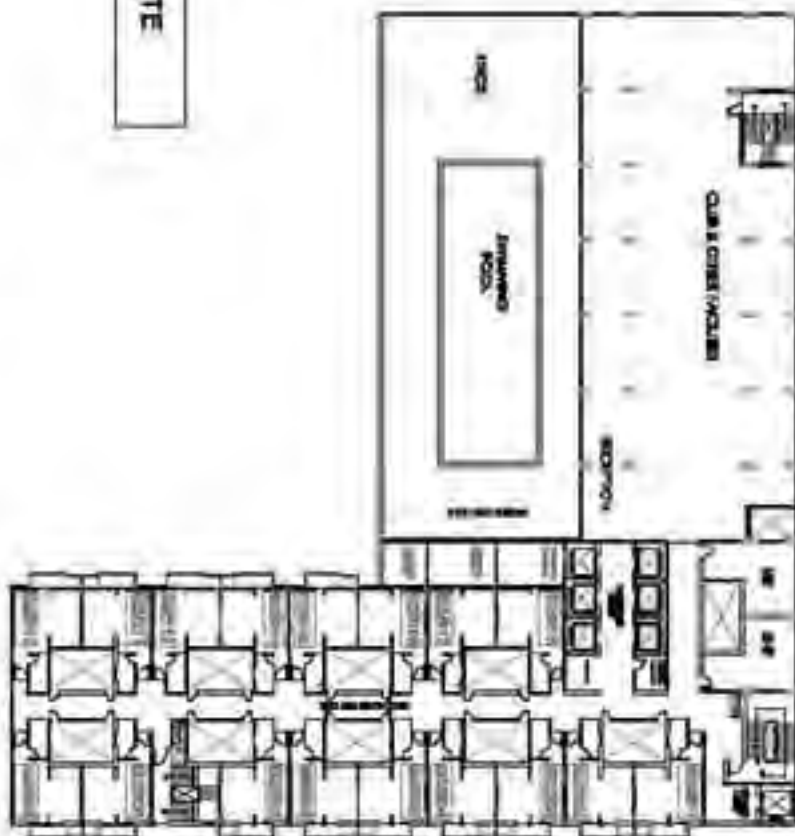


FROM THE INTERNATIONAL NATIONAL LAWYERS ASSOCIATION FOR THE PROTECTION OF HUMAN RIGHTS

TENTATIVE NUMBERING PLAN OF STUDIO SUITE AT TYPICAL FLOOR FOR BLOCK B1 AT JAY PAD, MIBHUTI ISLAND, GOVT/1 NAGAR, LILCHOW

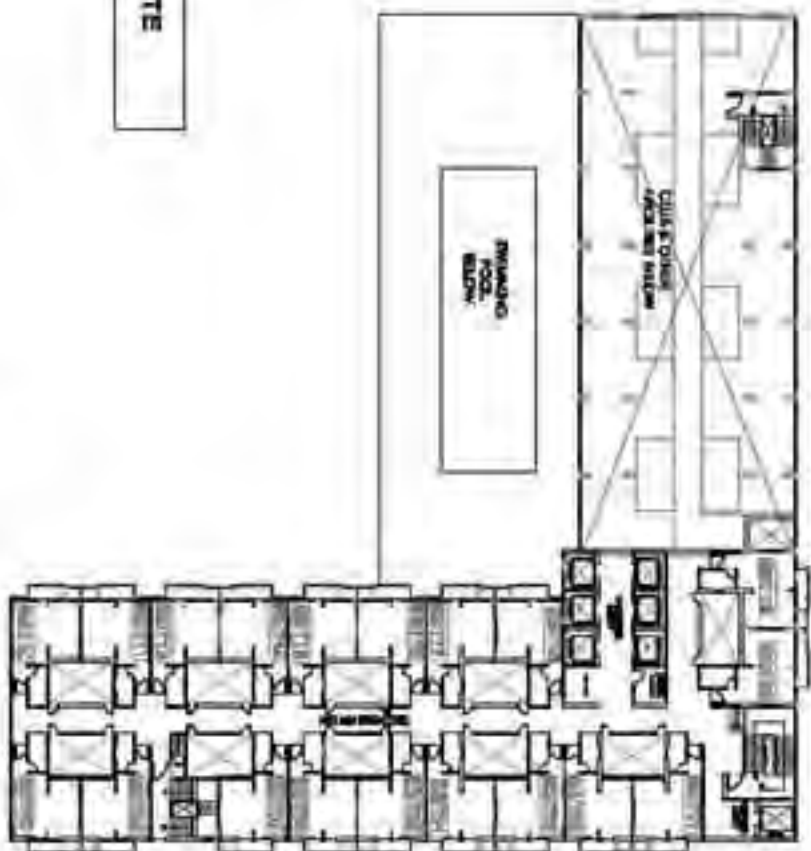


STUDIO SUITE



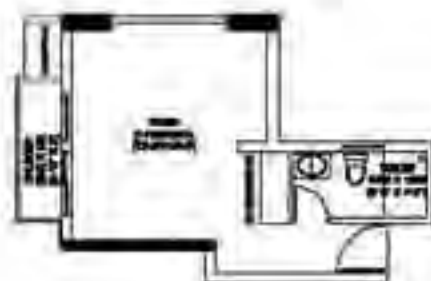
TENTATIVE NUMBERING PLAN OF STUDIO SUITE AT SIXTH FLOOR, FOR BLOCK 82
AT MY PICO, VIRILUMIUM BOUARD, GROUND FLOOR, LUCASIA

STUDIO SUITE



TENTATIVE MAINTENANCE PLAN OF STUDIO SUITE AT SEVENTH FLOOR, PORT BLOCK 80
AT KEY PARK, VISITING ISLAND, SOUTH KOREA, LUDOWIG

TENTATIVE PLAN OF TYPICAL FLOOR
(2ND TO 11TH) IN BLOCK B1



TENTATIVE PLAN OF TYPICAL FLOOR NO. 12

TENTATIVE SUPER AREA = 487 sq. ft.

TENTATIVE PLAN OF TYPICAL FLOOR
(2ND TO 11TH) IN BLOCK B1



TENTATIVE PLAN OF TYPICAL FLOOR NO. 12, 13, 14, 15, 16, 17 & 18

TENTATIVE PLAN OF TYPICAL FLOOR NO. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

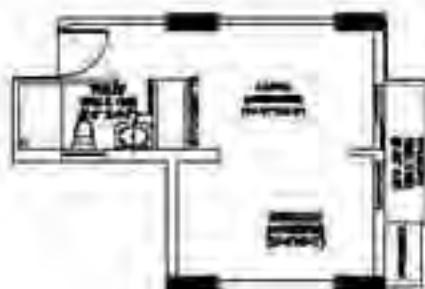
TENTATIVE SUPER AREA = 919 sq. ft.

**TENTATIVE PLAN OF TYPICAL FLOOR
(END TO 11TH) BLOCK B1**



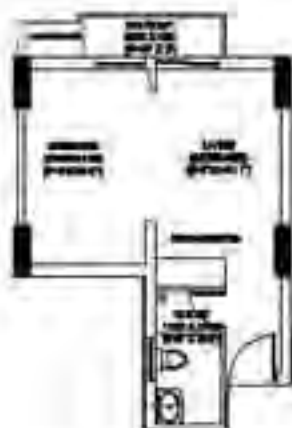
**TENTATIVE PLAN OF SUBMITTING NO. 1
TENTATIVE SUPER AREA = 818 sq. ft.**

**TENTATIVE PLAN OF TYPICAL FLOOR
(END TO 11TH) BLOCK B1**



**TENTATIVE PLAN OF SUBMITTING NO. 2
TENTATIVE SUPER AREA = 818 sq. ft.**

TENTATIVE PLAN OF TYPICAL FLOOR
(END TO 11TH) IN BLOCK B1



TENTATIVE PLAN OF REINFORCED CONCRETE SLAB

TENTATIVE SUPER AREA = 629 sq. ft.

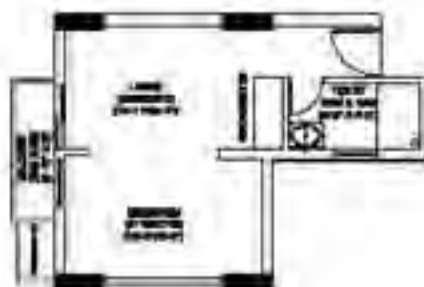
TENTATIVE PLAN OF TYPICAL FLOOR
(END TO 11TH) IN BLOCK B1



TENTATIVE PLAN OF REINFORCED CONCRETE SLAB

TENTATIVE SUPER AREA = 629 sq. ft.

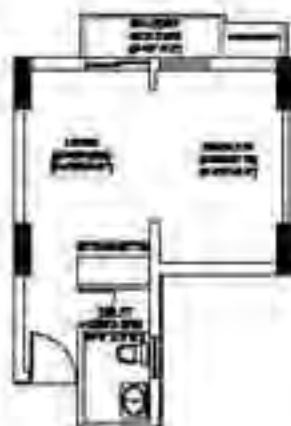
TENTATIVE PLAN OF TYPICAL FLOOR
QND TO 11700 IN BLOCK B1



TENTATIVE PLAN OF TYPICAL FLOOR QND TO 11700 IN BLOCK B1
TENTATIVE SUPER AREA = 538 sq. ft.

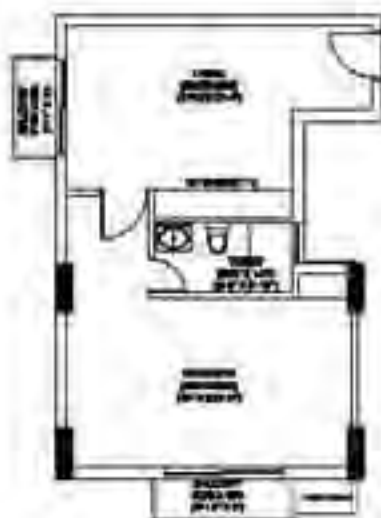
TENTATIVE SUPER AREA = 538 sq. ft.

TENTATIVE PLAN OF TYPICAL FLOOR
QND TO 11700 IN BLOCK B1



TENTATIVE PLAN OF TYPICAL FLOOR QND TO 11700 IN BLOCK B1
TENTATIVE SUPER AREA = 538 sq. ft.

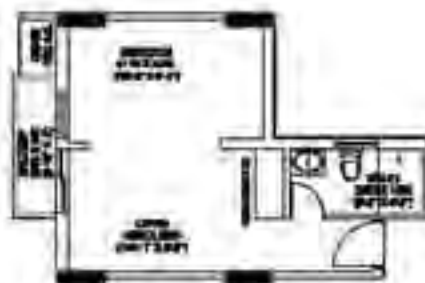
**TENTATIVE PLAN OF TYPICAL FLOOR
SHEET TO 11TH IN BLOCK B1**



GENERAL PLAN OF BLOCK B1 TO 11

TENTATIVE SUPER AREA = 1000 sq. ft.

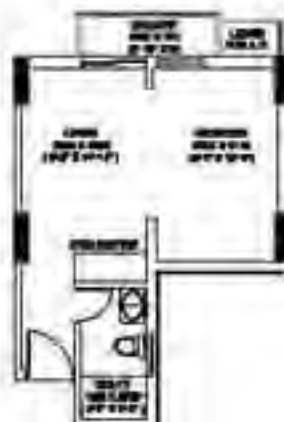
**TENTATIVE PLAN OF TYPICAL FLOOR
(001 TO 14715) IN BLOCK B2**



TENTATIVE PLAN OF SECOND BEDROOM (001 TO 14715) IN BLOCK B2

TENTATIVE SUPER AREA = 8710 sq.ft.

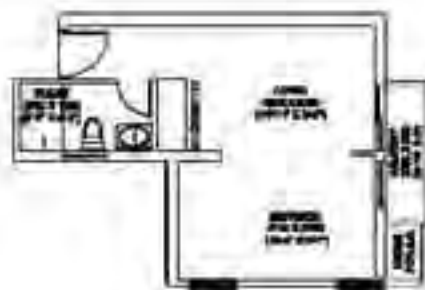
**TENTATIVE PLAN OF TYPICAL FLOOR
(2ND TO 14715) IN BLOCK B2**



TENTATIVE PLAN OF SECOND BEDROOM (001 TO 14715) IN BLOCK B2

TENTATIVE SUPER AREA = 8710 sq.ft.

**TENTATIVE PLAN OF TYPICAL FLOOR
(2ND TO 14TH) IN BLOCK B**



TENTATIVE PLAN OF SUBMITTAL NO. 1

TENTATIVE SUPER AREA = 1000 sq. ft.

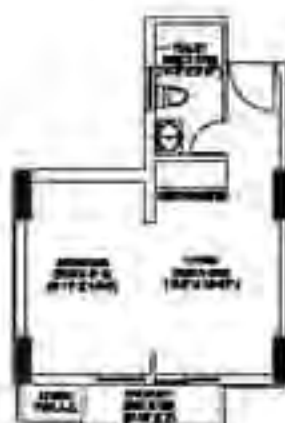
**TENTATIVE PLAN OF TYPICAL FLOOR
(2ND TO 14TH) IN BLOCK B**



TENTATIVE PLAN OF SUBMITTAL NO. 2

TENTATIVE SUPER AREA = 1000 sq. ft.

TENTATIVE PLAN OF TYPICAL FLOOR
(871 TO 1471) IN BLOCK 82



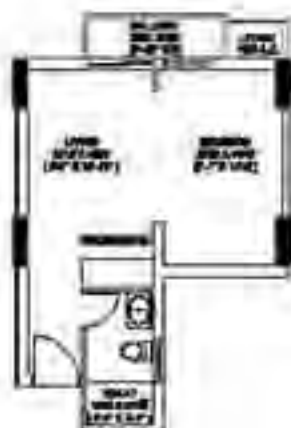
TENTATIVE PLAN OF STUDO SUITE NO. 21
TENTATIVE SUPER AREA = 1023 sq.ft.

TENTATIVE PLAN OF TYPICAL FLOOR
(871 TO 1471) IN BLOCK 82



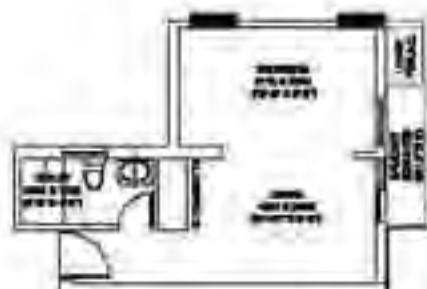
TENTATIVE PLAN OF STUDO SUITE NO. 21
TENTATIVE SUPER AREA = 840 sq.ft.

TENTATIVE PLAN OF SEVENTH FLOOR IN BLOCK 02



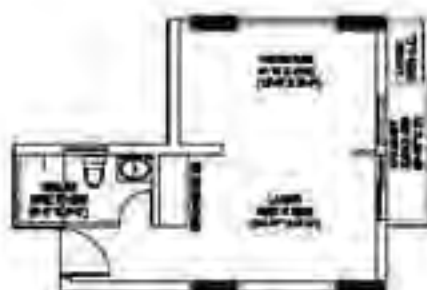
TENTATIVE PLAN OF SEVENTH FLOOR IN BLOCK 02
TENTATIVE SUPER AREA = 627 sq. ft.

TENTATIVE PLAN OF SEVENTH FLOOR IN BLOCK 02



TENTATIVE PLAN OF SEVENTH FLOOR IN BLOCK 02
TENTATIVE SUPER AREA = 627 sq. ft.

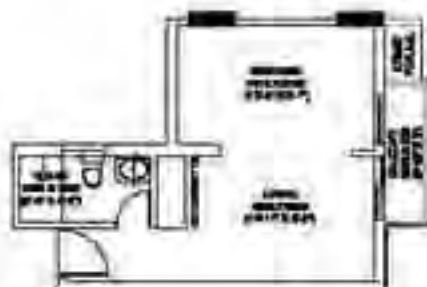
TENTATIVE PLAN OF TYPICAL FLOOR
(2ND TO 14TH) IN BLOCK 32



TENTATIVE PLAN OF STUDIO SUITE NO. 32
TENTATIVE PLAN OF STUDIO SUITE NO. 32 IN BLOCK 32 OF TOWER

TENTATIVE SUPER AREA = 541 sq. ft.

TENTATIVE PLAN OF TYPICAL
FLOOR (15TH TO 14TH) IN BLOCK 32



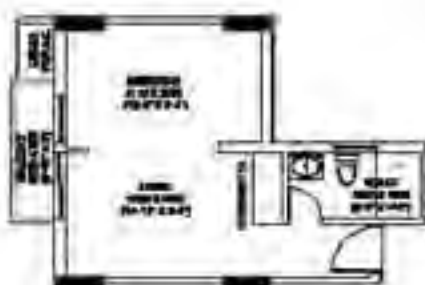
TENTATIVE PLAN OF STUDIO SUITE NO. 32
TENTATIVE SUPER AREA = 538 sq. ft.

**TENTATIVE PLAN OF TYPICAL
FLOOR (2ND TO 5TH) IN BLOCK 02**



**TENTATIVE PLAN OF STUDY AREA 02.10
TENTATIVE SUPER AREA = 700 sq. ft.**

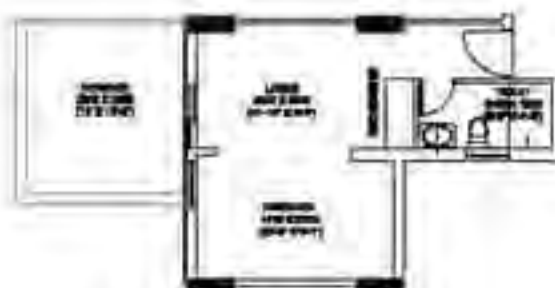
**TENTATIVE PLAN OF BATH &
BREWERY FLOOR IN BLOCK 02**



**TENTATIVE PLAN OF STUDIO AREA 02.10, 02.11 & 02.12
TENTATIVE PLAN OF STUDIO AREA 02.10, 02.11 & 02.12 IN BLOCK 02**

TENTATIVE SUPER AREA = 400 sq. ft.

TENTATIVE PLAN OF SIXTH FLOOR IN
BLOCK 02



TENTHME PLAN OF STUDIES, INVESTMENT NO. 414

INITIATIVE SUPER AREA = 107 000

TENTATIVE PLAN OF SIXTH FLOOR IN
BLOCK 112



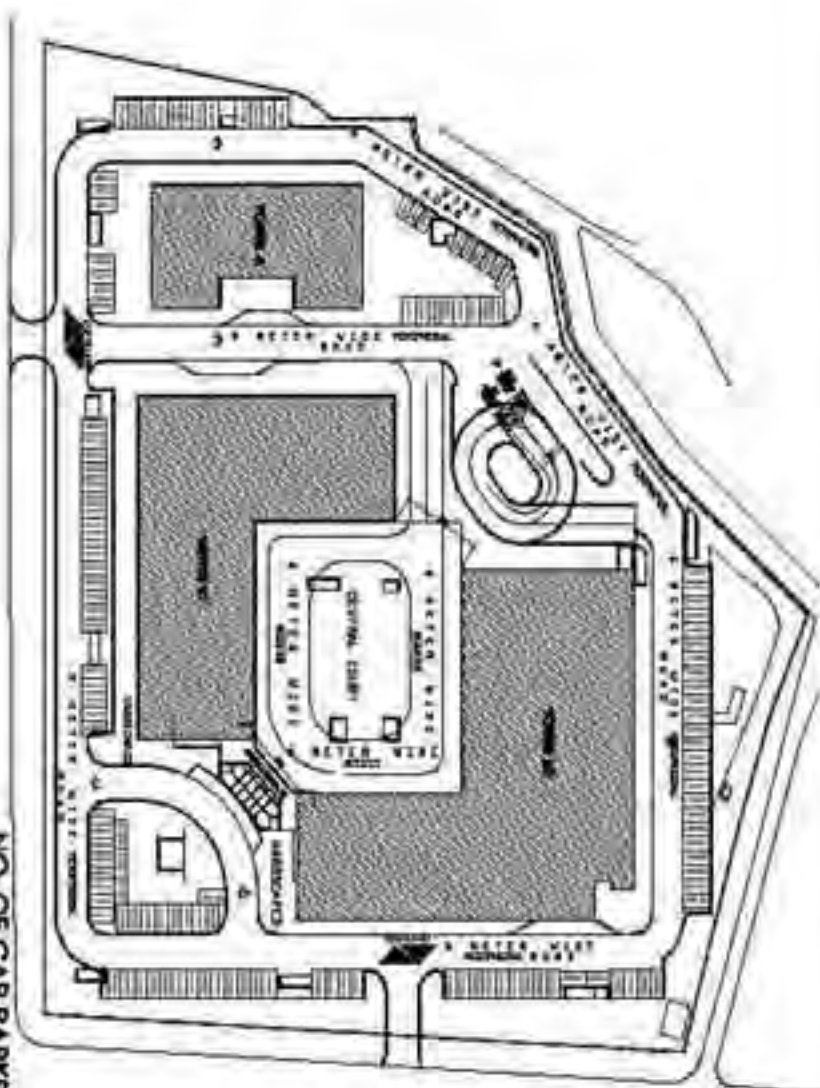
THE EFFECTS OF STRESS MANAGEMENT

THE INTERIOR OF STUDIO APARTMENT HOUSING

TENTATIVE SUPER AREA = 102 sq ft

TENTATIVE SURFACE PARKING PLAN

NO. OF CAR PARKS = 134



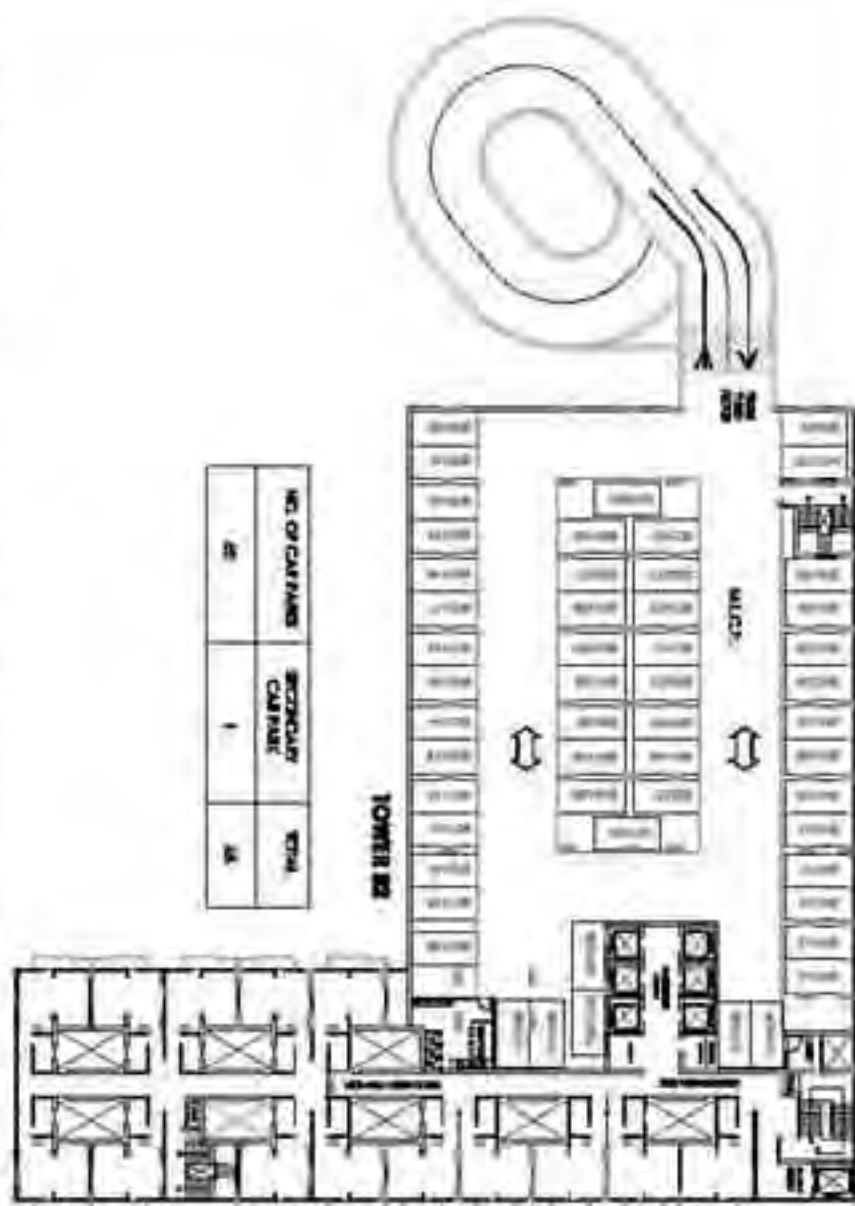
TENTATIVE NUMBERING PLAN FOR MLCP AT SECOND FLOOR IN BLOCK B2



TENTATIVE NUMBERING PLAN FOR MLCP AT THIRD FLOOR IN BLOCK B2



TENTATIVE NUMBERING PLAN FOR MLCP AT FOURTH FLOOR IN BLOCK B2



BLK/SEC	SECTOR	STREET	SECTION
	LANDING	MAIN/100	PARKING
1	10		
2	10	100	
3	10		
4	10		
5	10		
6	10		
7	10		
8	10		
9	10		
10	10		
11	10		
12	10		
13	10		
14	10		
15	10		
16	10		
17	10		
18	10		
19	10		
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90	10		
91	10		
92	10		
93	10		
94	10		
95	10		
96	10		
97	10		
98	10		
99	10		
100	10		

TENTATIVE UPPER BASEMENT PARKING PLAN



BLOCK	COVER	STREET	ADDITION
A	1.2	2.8	-
B	3.7	1.8	-
C	3.8	1.4	-
D	-	-	-
E	-	-	-
F	-	-	-
G	-	-	-
H	-	-	-
I	-	-	-
J	-	-	-
K	-	-	-
L	-	-	-
M	-	-	-
N	-	-	-
O	-	-	-
P	-	-	-
Q	-	-	-
R	-	-	-
S	-	-	-
T	-	-	-
U	-	-	-
V	-	-	-
W	-	-	-
X	-	-	-
Y	-	-	-
Z	-	-	-
AA	-	-	-
AB	-	-	-
AC	-	-	-
AD	-	-	-
AE	-	-	-
AF	-	-	-
AG	-	-	-
AH	-	-	-
AI	-	-	-
AJ	-	-	-
AK	-	-	-
AL	-	-	-
AM	-	-	-
AN	-	-	-
AO	-	-	-
AP	-	-	-
AQ	-	-	-
AR	-	-	-
AS	-	-	-
AT	-	-	-
AU	-	-	-
AV	-	-	-
AW	-	-	-
AX	-	-	-
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BA	-	-	-
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BC	-	-	-
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BF	-	-	-
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BM	-	-	-
BN	-	-	-
BO	-	-	-
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CC	-	-	-
CD	-	-	-
CE	-	-	-
CF	-	-	-
CG	-	-	-
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CJ	-	-	-
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DD	-	-	-
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DG	-	-	-
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DI	-	-	-
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DK	-	-	-
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DN	-	-	-
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DQ	-	-	-
DR	-	-	-
DS	-	-	-
DT	-	-	-
DU	-	-	-
DV	-	-	-
DW	-	-	-
DX	-	-	-
DY	-	-	-
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FB	-	-	-
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FD	-	-	-
FE	-	-	-
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FG	-	-	-
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HD	-	-	-
HE	-	-	-
HF	-	-	-
HG	-	-	-
HH	-	-	-
HI	-	-	-
HJ	-	-	-
HK	-	-	-
HL	-	-	-
HM	-	-	-
HN	-	-	-
HO	-	-	-
HP	-	-	-
HQ	-	-	-
HR	-	-	-
HS	-	-	-
HT	-	-	-
HU	-	-	-
HV	-	-	-
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HX	-	-	-
HY	-	-	-
HZ	-	-	-
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IC	-	-	-
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IE	-	-	-
IF	-	-	-
IG	-	-	-
IH	-	-	-
II	-	-	-
IJ	-	-	-
IK	-	-	-
IL	-	-	-
IM	-	-	-
IN	-	-	-
IO	-	-	-
IP	-	-	-
IQ	-	-	-
IR	-	-	-
IS	-	-	-
IT	-	-	-
IU	-	-	-
IV	-	-	-
IW	-	-	-
IX	-	-	-
IY	-	-	-
IZ	-	-	-
JA	-	-	-
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JC	-	-	-
JD	-	-	-
JE	-	-	-
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JG	-	-	-
JH	-	-	-
JI	-	-	-
JJ	-	-	-
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JQ	-	-	-
JR	-	-	-
JS	-	-	-
JT	-	-	-
JU	-	-	-
JV	-	-	-
JW	-	-	-
JX	-	-	-
JY	-	-	-
JZ	-	-	-
KA	-	-	-
KB	-	-	-
KC	-	-	-
KD	-	-	-
KE	-	-	-
KF	-	-	-
KG	-	-	-
KH	-	-	-
KI	-	-	-
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KK	-	-	-
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KM	-	-	-
KN	-	-	-
KO	-	-	-
KP	-	-	-
KQ	-	-	-
KR	-	-	-
KS	-	-	-
KT	-	-	-
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KV	-	-	-
KW	-	-	-
KX	-	-	-
KY	-	-	-
KZ	-	-	-
LA	-	-	-
LB	-	-	-
LC	-	-	-
LD	-	-	-
LE	-	-	-
LF	-	-	-
LG	-	-	-
LH	-	-	-
LI	-	-	-
LJ	-	-	-
LK	-	-	-
LL	-	-	-
LM	-	-	-
LN	-	-	-
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LP	-	-	-
LQ	-	-	-
LR	-	-	-
LS	-	-	-
LT	-	-	-
LU	-	-	-
LV	-	-	-
LW	-	-	-
LX	-	-	-
LY	-	-	-
LZ	-	-	-
MA	-	-	-
MB	-	-	-
MC	-	-	-
MD	-	-	-
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MV	-	-	-
MW	-	-	-
MX	-	-	-
MY	-	-	-
MZ	-	-	-
NA	-	-	-
NB	-	-	-
NC	-	-	-
ND	-	-	-
NE	-	-	-
NF	-	-	-
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NH	-	-	-
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NQ	-	-	-
NR	-	-	-
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NT	-	-	-
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NV	-	-	-
NW	-	-	-
NX	-	-	-
NY	-	-	-
NZ	-	-	-
OA	-	-	-
OB	-	-	-
OC	-	-	-
OD	-	-	-
OE	-	-	-
OF	-	-	-
OG	-	-	-
OH	-	-	-
OI	-	-	-
OJ	-	-	-
OK	-	-	-
OL	-	-	-
OM	-	-	-
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OO	-	-	-
OP	-	-	-
OQ	-	-	-
OR	-	-	-
OS	-	-	-
OT	-	-	-
OU	-	-	-
OV	-	-	-
OW	-	-	-
OX	-	-	-
OY	-	-	-
OZ	-	-	-
PA	-	-	-
PB	-	-	-
PC	-	-	-
PD	-	-	-
PE	-	-	-
PF	-	-	-
PG	-	-	-
PH	-	-	-
PI	-	-	-
PJ	-	-	-
PK	-	-	-
PL	-	-	-
PM	-	-	-
PN	-	-	-
PO	-	-	-
PP	-	-	-
PQ	-	-	-
PR	-	-	-
PS	-	-	-
PT	-	-	-
PU	-	-	-
PV	-	-	-
PW	-	-	-
PX	-	-	-
PY	-	-	-
PZ	-	-	-
QA	-	-	-
QB	-	-	-
QC	-	-	-
QD	-	-	-
QE	-	-	-
QF	-	-	-
QG	-	-	-
QH	-	-	-
QI	-	-	-
QJ	-	-	-
QK	-	-	-
QL	-	-	-

MAINTENANCE AGREEMENT

This Agreement is made at _____ on this day ____ of _____

AMONGST

1) **DLF Universal Limited**, having its office at 2nd floor Gateway Tower, R-Block Phase -III, df City Gurgaon Haryana-12002, which expression shall include its affiliate, subsidiary (ies), associate(s) and holding company(ies) through its authorized signatory Shri _____ S/o _____ P/o _____ of the First Part,

AND

2) _____ registered under the Societies Registration Act, 1860 (hereinafter referred to as the "Association" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assigns) through its authorized signatory Shri _____ S/o _____ R/o _____ of the Second Part;

AND

- 3) 1) Shri/Smt _____
Son/Daughter/Wife of Shri _____
Resident of _____
- *2) Shri/Smt _____
Son/Daughter/Wife of Shri _____
Resident of _____

(* to be filled up in case of joint purchaser)

(Hereinafter singly jointly, as the case may be, referred to as the "User" which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executor, administrator, legal representatives and successors) of the Third Part;

OR

** M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932 (hereinafter referred to as "User" which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal representatives, administrators, executor and successors) of the Third Part acting through its partner authorized by resolution dated _____ Shri/Smt _____

OR

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

(Sole/First Addressee)

(Second Addressee)

(Third Addressee)

**Delete whichever is not applicable

WHEREAS the User has entered into the Agreement (hereinafter defined) for the purchase of the Said Suite (hereinafter defined) in the Said Complex (hereinafter defined) and has taken possession / is in process of taking possession.

AND WHEREAS the Agreement contained a stipulation for the provision of the Maintenance Services (hereinafter defined) by the Company/Association for the payment of charges thereof by the User.

AND WHEREAS the User has, in accordance with the Agreement, deposited / is in the process of depositing IFMS (hereinafter defined) with the Company/Association.

AND WHEREAS the Company/ Association/ User wants the Common Areas and Facilities (hereinafter defined) and services to be maintained by the Maintenance Agency (hereinafter defined) and the Maintenance Agency is agreeable to maintain the Common Areas and Facilities and services on the terms and conditions contained hereinafter.

AND WHEREAS the Company /Association has handed over the maintenance of the assets and equipment installed for providing Maintenance Services within the Said Complex and the Said Complex and the Common Areas and Facilities situated within the Said Complex to the Maintenance Agency for the Maintenance Services.

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

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

Definitions and Interpretation

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

"Allotment Letter" shall mean the Suite Allotment Letter dated _____ entered into between the Company and the User for the sale of the Said Suite to the User.

"Common Areas and Facilities" shall mean such common areas and facilities within the Said Complex which are demanded for common use by the residents/occupants of the Said Complex including items as mentioned in Annexure IV of the Agreement.

"Interest Free Maintenance Security (IFMS)" 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 Schedule of payments (attached as Annexure-IV) to this Application) to the Company or to the Maintenance Agency @ Rs 1615/- per sq. mtr. of the super area of the Said Suite.

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

"Maintenance Agreement" means the maintenance agreement to be concluded by the Allottee with the Maintenance Agency which shall be substantially in the form annexed as Annexure-_____ to this Allotment Letter.

(First/First Allottee)

(Second Allottee)

(Third Allottee)

"Maintenance Charges" shall have the meaning ascribed to it in the draft tripartite maintenance Allotment Letter for maintaining the Common Areas and facilities in the Said Building / Said Complex which shall be more elaborately described in the draft maintenance Allotment Letter attached to the Allotment Letter.

"Said Complex" means the **"My Pad, City Centre"** situated at Plot No. TC / G-68, Vilein (Dand, Gosti Nagar, Lucknow) comprising of residential Studio Suite buildings, shops, club house, etc. and any other building, Amenities and Facilities, as may be approved by the competent authority. The tentative location plan of the Said Complex is attached herewith as **Annexure_____**.

"Said Suite" means the specific Studio Suite allotted to the Allottee, details of which have been set out in this Allotment Letter and includes any alternative Suite that may be allotted by the Company in lieu of the Said Suite.

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 the feminine and neuter genders.

I. MAINTENANCE SERVICES AND THEIR SCOPE

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

The Maintenance Services shall include the following:

A. For the Said Complex

(i) Maintenance of the Common Areas and Facilities as specified in Annexure IV in the Agreement.

(ii) Maintenance of open spaces, compound wall, landscaping, roads, paths and such other spaces within the boundary/wall of the Said Complex including maintenance of equipment for providing utilities.

(iii) Operation and Maintenance of electrification equipments and ancillaries installed within the Said Complex under bulk electric supply scheme, and sub-stations connected with supply of electrical energy and equipments installed in the Said Complex for filtration, water supply, sewerage, sewage treatment plant, water treatment plant in the Said Complex.

(iv) Security services for the Said Complex.

(v) Insurance of the Said Complex including any machine, equipments installed in the Said Complex.

(vi) Repairing, removing or replacing any component, structure etc., falling within or not in the Common Areas and Facilities, as the Maintenance Agency may deem fit.

(vii) Provide such other maintenance services as the Maintenance Agency may deem fit with regard to the maintenance of the Said Complex.

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

X_____

X_____

X_____

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

2. MAINTENANCE CHARGES:

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

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

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

A. Maintenance Services:

(i) The Maintenance Charges shall be calculated by taking into account the entire cost incurred by the Maintenance Agency for rendering total services and the bills for the same shall be raised quarterly in advance.

(ii) The Maintenance Agency shall also bill the charges relating to the operation and maintenance of various services in the Said Complex/ Said Suite as located.

B. Utilities:

The Maintenance Agency shall bill, monthly, for the consumption of electrical energy inside the Said Suite based on number of units consumed as indicated by the meter(s) installed in the Said Suite at pre-determined rates (which for want of a more suitable standard / rate shall correspond) to the rates charged by _____ to its direct consumers) falling in the schedule of tariff as applicable from time to time in the Said Suite. The bill shall also include meter less charges and a minimum demand charge if the consumption falls below the minimum demand.

(i) The cost of electrical energy paid by Maintenance Agency to _____ and deducting therefrom actual receipts from billing of electrical energy to all the Users of the Said Complex on account of electrical energy consumed, monthly, inside their respective Said Suite. The resultant net expenditure shall be treated as common maintenance charges and billed to individual Users in proportion to the saleable area of their respective Suites. It is clarified and understood by the User that Maintenance Charges are inclusive of cost incurred in sourcing electrical energy from _____ and net of the receipts from bills paid by the Users shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of Maintenance Agency.

3. Procedure of billing and payments:

(i) The Maintenance Agency shall, at the beginning of each quarter, raise the bill for Maintenance Charges as mentioned in clause _____ on the User. The User undertakes to pay the entire amount of Maintenance Charges as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless, constitute default by the User.

(ii) The Maintenance Agency shall raise bills for utilities as per clause _____ on the User for actual consumption of utilities including but not limited to electricity and water charges. The User undertakes to pay the entire amount of as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless, constitute default by the User.

(To/Not/First Addressee)

(Second Addressee)
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(Third Addressee)

(ii) All payments shall be made by the User through Crossed Cheque/ Demand Draft only, drawn in favour of the Maintenance Agency payable at Bangalore and shall be deemed to have been paid only when the amounts are credited to the accounts of the Maintenance Agency.

(iv) In the event of delay/default by the User in payment of the Maintenance Charges/ utilities bills by the due date mentioned in the bills, the Association/Maintenance Agency shall have the right to adjust the unpaid amount, a from the principal amount of IFMS.

(v) In case due to the aforesaid adjustment, the principal amount of IFMS fall below the required amount, then the User shall be liable to make good such short fall within fifteen (15) days failing which the User shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date. If the User defaults in making the shortfall within a further period of fifteen (15) days, the Maintenance Agency shall have the right to withhold/ discontinue the Maintenance Services/ utilities for the said Suite, at any time, without any further notice.

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

(vii) Without prejudice to the right to the Maintenance Agency to recover the Maintenance Charges/ utilities bills in the aforesaid manner and to charge interest for the period of delay, the unpaid bill shall be deemed to be a notice to the User to the effect that if the amounts stated in the bill is not paid by the due date, the Maintenance Agency shall have the right to discontinue the provision of Maintenance Services/Utilities to and operate the equipments of utilities in the User till the date of payment of the unpaid amount along with interest.

(viii) All returned/dishonoured cheques shall be subject to legal action under the provisions of Negotiable Instrument Act, 1881 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount interest at the rate of 18% p.a. and other charges as provided in this Agreement in case of dishonoured cheques.

(ix) The payment of bill shall not be held up/ delayed even if there are any differences or disputes as to its accuracy. Any such difference or dispute regarding accuracy of the bill shall be separately settled as provided in Clause — of this Agreement.

(x) Notwithstanding any clause of the Agreement, the liability of the Maintenance Agency to provide Maintenance Services is conditional on the Maintenance Agency getting the Maintenance Charges/Utilities bills within the stipulated time from all the users, in no event less than 75-80% of the actual dues. In the event there is a default by more than 20-25% of the Suite owners to pay the Maintenance Charges/ utility bills the Maintenance Agency shall not be obliged to provide any Maintenance Services and/or run or operate the utility equipments to any of the Suite owner till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any Suite owner.

(xi) In the event the user has paid the IFMS in favour of the Association and the Association has appointed another maintenance agency for maintaining the said Complex then in that event, the User may be required to issue a fresh cheque towards IFMS in favour of the said Maintenance Agency. However, that would be subject to the User recovering a refund cheque of the IFMS amount paid earlier to the Association.

4. USER'S OBLIGATIONS:

(i) The User undertakes to comply with the provisions of this Agreement.

(ii) The User further agrees that the User's right to use the Common Areas and Facilities, shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. In case of failure to do the same, the User shall lose the right to use any of the Common Areas and Facilities and to obtain the supply of Utilities and other services, the Maintenance Agency shall have the right to recover the amounts due as per law.

(uu) The User shall be responsible for insuring the contents within the Said Suite at the User's own cost, and responsibility. Further, the User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Said Complex or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default, shall be borne and paid by the User only.

(uv) The User shall maintain the Said Suite at the User's own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Suite, or to the Common Areas and Facilities which may constitute violation of any law or rules of any authority or cause detriment to occupants of the Said Complex or change or alter or make additions to the Said Suite and keep the Said Suite, its walls and partitions, covers, doors, pipes and appurtenances thereto or belonging thereto, in good and workable repair and maintain the same in a fit and proper condition and ensure that the support, shells etc. of the Said Complex is not in any way damaged or jeopardized. The User further undertakes, warrants and guarantees that the User would not put any signboard / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Complex or anywhere on the exterior of the Said Complex or common areas. The User shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the User shall not store any hazardous or combustible goods in the Said Suite or place any heavy material in the Common Areas and Facilities including the common passages or staircase of the Said Complex. The User shall also not remove any wall, including the outer and load bearing wall of the Said Suite. The User shall plan and distribute the User's electrical load in conformity with the electrical system installed by the Company. The non-compliance of the provisions of this clause shall entitle the Maintenance Agency, without prejudice to other rights and remedies which it may have, to enter the Said Suite, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the User. The User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard.

(v) The User shall also be liable to pay the cost (in addition to) Maintenance Charges/Utilities, as and when any plant or machinery within the Said Complex as the case may be, including but not limited to electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof on pro-rata basis. The User acknowledges that the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timing and cost thereof.

5. LIMIT ON THE RESPONSIBILITY OF THE MAINTENANCE AGENCY

(i) The User undertakes that the Maintenance Agency may engage other agencies/contractors to provide one/more/ all Maintenance Services under separate agreements. The Maintenance Agency's responsibility will be limited only to the extent of its deable vision of these agencies' work and to ensure that their operations is in conformity with the Agreement executed by them and to replace an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. The Maintenance Agency shall not be liable for any delay, loss or damage caused by agencies' failure or refusal to timely provide services.

(ii) The Maintenance Agency shall in no way be responsible or liable for any fire, electrical pollution, structural or any kind of hazard originating from the Said Suite /Said Complex including those or due to electrical devices installed in the Said Suite. The hazards aforesaid originating from the Said Suite /Said Complex shall not impose any kind of legal or financial liability on the Maintenance Agency and the User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Suite or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

6. GENERAL

(i) The Maintenance Agency shall have the right to assign this Agreement or any part thereof to any other person/entity as it may deem fit.

(ii) All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.

(iii) The Maintenance Agency shall retain the original of this Agreement and the User shall be provided with a duplicate copy thereof.

(iv) The failure of the Maintenance Agency to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be a waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.

(v) If any provision of this Agreement shall be determined to be void or unenforceable under any law, such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.

(vi) This Agreement is in consonance and not in derogation to the Agreement and the conveyance deed.

(vii) Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the above said address and sent by registered post.

(viii) It is clearly understood and agreed between the parties that all the provisions contained herein and the obligation arising there under shall equally be applicable to and enforceable against any and all occupants, tenant/employees of the User and/or subsequent purchasers of the Said Suite, as the said obligation go along with the Said Suite for all intents and purposes.

(ix) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government expropriation (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the party whose performance is affected.

(x) Any User in breach of any of the terms and conditions of this Agreement shall be liable to pay outstanding dues and liquidated damages equivalent to the amount paid as Maintenance Charges during the last twelve (12) months, which the User agrees are fair, just and reasonable.

7. DISPUTE RESOLUTION BY ARBITRATION

In the event of any difference or dispute arising between the parties herein in connection with or arising out of this Agreement including matters connected with the accuracy of bills, supply of Maintenance Services or interpretation of any of the terms and conditions hereof, which cannot be determined amicably, or settled through an agreement between the parties herein, the matter shall be referred to arbitration of sole arbitrator to be appointed by the Maintenance Agency and whose decisions shall be final and binding upon the parties. The User hereby confirms that the User shall have no objection to the appointment even if the person so appointed, as the arbitrator, is an employee or associate of the Maintenance Agency or is otherwise connected to the Maintenance Agency and the User confirms that notwithstanding such relationship/connection, the User shall have no doubt as to the independence or impartiality of the said arbitrator. Reference to arbitration shall be without prejudice to the right of the Maintenance Agency to effect recovery of arrears of dues (through disconnection of supply or otherwise). The arbitration proceedings shall be held at an appropriate location to be decided by the arbitrator and shall be in accordance with the Arbitration and Conciliation Act, 1996 or

arbitrary modifications (howevr: The Courts at Lucknow i and High Court at Allahabad at Lucknow Bench shall alone have the jurisdiction.

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

In the presence of

For and on behalf of

WITNESSES

Mr. _____

1. Signature _____

Name _____

Address _____

(AUTHORIZED SIGNATORY)

2. Signature _____

For and on behalf of

Mr. _____ LTD DD

Name _____

(AUTHORIZED SIGNATORY)

Address _____

Mr/Mrs/Ms _____

(Initials)

(Sole/First Addressee)

(Second Addressee)

(Third Addressee)

ANNEXURE-I (of Annexure VIII)

APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

NO.
DATE
CONNECTION NO.

To

The Manager,

_____ Techno

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

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

Schedule of Energy Electrical Load

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

Total connected load not to exceed ____ KVA
Contract Demand Load - Not to exceed ____ KVA
Supply required single phase

Signature of Applicant
(Name and Address)

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

AUTHORISED SIGNATORY

(Sole/First Allottee)

(Second Allottee)
Page 70 of 62

(Third Allottee)

TERMS AND CONDITIONS OF SUPPLY OF ELECTRICAL ENERGY

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

1. Definitions:

- (a) "Act" means the Indian Electricity Act, 1910 as amended from time to time
- (b) "User" means Mr/Mrs/Ms_____
- (c) "_____" means the _____, being the distributing agency and its successors, assigns, administrators, successors, etc.
- (d) "Connected Load" means the sum of the rated capacities of all the energy consuming apparatus in the User's installation.
- (e) "Contract Demand" means the maximum demand load projected by the User at the time of Application.
- (f) "Electrical Energy Charges" shall mean charges for energy consumed by the User whether supplied by _____ from UPSEB source or through standby DG Set(s) etc. and is applicable to the units consumed by the User in any month.
- (g) "Month" shall mean a Calendar month.
- (h) "Supply Act" shall mean The Electricity (Supply) Act 1948, as amended from time to time.
- (i) "Said Suite" shall be the Suite(s) allotted to the Allottee alongwith exclusive right to use the (sanitized parking space(s)).
- (j) "Rules" shall mean the Indian Electricity Rules, 1956 as amended from time to time.

2. Acceptance of Application:

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

3. Point of Supply:

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

(Sd/First Allottee)

(Sd/Second Allottee)

(Sd/Third Allottee)

4. Approval of User's Installation:

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

5. Wiring Conditions:

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

6. Extension to the User's Installation:

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

7. Defects in the User's Installation:

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

8. Meters:

- (a) A meter meter shall be installed, sealed, maintained by the Maintenance Agency at each point of supply at the Said Suite of the User and shall remain the property of Maintenance Agency so long as the Contract of supply subsists. Maintenance Agency reserves to itself the right to fix the position of the said meter.
- (b) The said meter shall not be connected, disconnected or unsealed by any person other than Maintenance Agency's authorized employee. The User shall ensure that meter seal is not broken or tampered with.

- (b) The authorized employees of Maintenance Agency shall be allowed by the User have access to and be at liberty to read, inspect, test and if considered necessary remove the meter for testing etc.
- (c) If the User requires the said meter to be removed, he/she shall give notice to that effect in writing to Maintenance Agency, which may comply with such notice subject to the User paying prescribed charges in advance.
- (d) Should the User dispute the accuracy of the said meter, if only upon giving notice in writing to Maintenance Agency and paying in advance a prescribed fee, cause a test of the meter to be made by Maintenance Agency and if on such test being made the meter should prove to be not correct, Maintenance Agency may adjust the User's account with retrospective effect for a period of not exceeding _____ months immediately preceding the date of such test or the date of removal of such a meter for purpose of test as may be considered appropriate by Maintenance Agency in its sole discretion. Should the meter prove to be correct, the amount paid by the User for the test will stand forfeited.
- (e) In case Maintenance Agency at any time, detects the meter at the said Site to be incorrect, Maintenance Agency shall cause a test of the said meter carried out, and in case the meter proves to be not correct, the User's account will be adjusted, as described above in sub-clause (d) above.
- (f) Subject to the provision of sub-clause (e) and (f) above, the supply consumed by the User as indicated by the meter shall be binding on the User.
- (g) If Maintenance Agency at any time detect the meter at a User's Site to be in-operative (or the User so informs Maintenance Agency), it shall be replaced with a correct meter. The electricity supplied to the User during the period in which the said meter had ceased to function shall be determined by taking average consumption for the last three months preceding the period in which the meter had ceased to function, or the average of the corresponding months of the preceding year, whichever is higher.

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

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

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

10. Prejudicial Use of Supply

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

(Signature/Place/Address)

(Signature/Place/Address)
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(Signature/Place/Address)

11. **Discontinuance of Supply:**

- (a) Maintenance Agency reserves the right to discontinue supply to the User by giving seven (7) days notice in writing if the User defaults on making payment of the bill on due date or there are reasons to believe that the User is contravening any of the provisions of the Act or of these conditions of supply or is committing breach of this Agreement.
- (b) Theft of Energy: In case any representative of Maintenance Agency detects any theft/village of electrical energy on the Said Suite, its connection is liable to be disconnected immediately without any notice.
- (c) Maintenance Agency is providing the User various maintenance services, inter alia street lights, lifts, water supply, generator sets etc. which require and depend on electricity for its operation and maintenance. Moreover, the electric connection provided in the Said Suite is possible and maintained when the electrical installation/system are maintained well by Maintenance Agency. For maintenance services Maintenance Agency raises separate charges every month in addition to electricity consumption charges in the Said Suite and both form a part of total maintenance services bill. Failure to pay amount of such maintenance services bill within seven days of the notice after the due date as notified in the bill will entitle Maintenance Agency to disconnect the electricity supply to the Said Suite under this Agreement.

12. **Failure of Supply:**

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

13. **Security Deposit:**

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

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

The User agrees that he/she shall pay on demand such security deposit as may be demanded by Maintenance Agency, if the User habitually defaults in the payment of his/her bills.

14. **Bill:**

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

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

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

The User agrees that the User shall not object if Maintenance Agency at any time, in its sole discretion, divide, subdivide/assign/entrust work of supply of electrical energy to such

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

16. **Interpretation:**

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

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

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

18. **Access to Solid State.**

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

19. **Service of Notice**

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

20. **Dispute**

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

For and on behalf of

M/Ms. J&J

(Authorized Signatory)

(User)

X
(Sole/First Addressee)

X
(Second Addressee)

X
(Third Addressee)

ANNEXURE – II (of Annexure VIII)

SCHEDULE OF TARIFF (as applicable presently)

1. ENERGY CHARGES:

- a) For billing purposes during the Financial Year
(On Presumed UPSEE Charges to the direct users)

Current Rate/Unit Rate Rs. _____

Elect. Duty Rs. _____

2. INTEREST-FREE SECURITY DEPOSITS

- a) Service Connection Deposit Rs. _____
(Non-refundable)

- b) Advance Consumption Deposit Rs. _____ per K.V.
(Refundable)

- c) Meter Security Deposit Rs. _____

3. MINIMUM DEMAND CHARGES Rs. _____ per K.V.
of Contract Demand

4. MISCELLANEOUS

- a) Meter Installation Charges Rs. _____ per meter

- b) Meter Taping Charges Rs. _____ per meter

- c) Re-connection/Disconnection Charges Rs. _____ per meter

- d) Periodic Inspection Charges Rs. _____ per meter

- e) Meter Hire Charges per month Rs. _____ per meter

Note:

- * This Schedule of Tariff shall correspond to the Schedule of Tariff of UPSEE prevailing on the date of execution of this Application. Any amendment, addition, alteration or modification in the Schedule of Tariff of UPSEE shall be deemed to be automatically incorporated in the Schedule of Tariff without any notice and shall be binding on the User.
- * Cost of the meter shall be recovered from the User in full if it is damaged due to excess power consumption by the User, in excess above the sanctioned load.

(Sole/First Addressee)

(Second Addressee)

(Third Addressee)

ANNEXURE -IX

UNDERTAKING

I _____ S/W/D/2020 _____ P/s
_____ have been allotted studio suite no _____ in myPad, Vibhuti Khauri. I am aware that M/s _____ (the Maintenance Agency) is entrusted with the task of providing maintenance services to the entire complex including the supply of electricity to all the apartment owners for which purpose the Maintenance Agency shall be applying for permission to receive bulk electric supply and distribute it to the various suite owners. The Maintenance Agency has informed me that they shall be responsible for receiving and supplying the electricity supply to the complex, for sanctioning electricity load, for installation of meters, billing and recovery etc. I am agreeable to receive the electricity supply from the Maintenance Agency and I undertake that I shall not apply to UESB or any other distributing/regulating/licensing Agency/Authority for direct individual supply of electric power and I understand that I shall not be entitled for such direct connection in view of the scheme of bulk electric supply to the T & E Complex.

X _____
(I & Myself)

ANNEXURE-X

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

From: _____

To: _____

The Secretary

Locknow

Sir,

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

Kindly enroll me as a member of _____ (Please confirm the name of Association) _____ for which I herewith send a sum of Rs. _____ towards entrance fee of the Said Association.

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

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

Thanking you,

Yours faithfully

_____) s
Member

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

ANNEXURE-XI

Computation of Escalation Charges is illustrated by way of two example scenarios:

Total Price say, Rs. 100/-

Construction Cost 90% of the Total Price i.e. Rs. 90

Table A - Opening and Closing ISI Indexes

Sl.No.	Item	Weightage as Construction Cost	Assumed Opening ISI Index (Mar, 2013)	Assumed Closing ISI Index (after expiry of 48 months period i.e. MAR, 2017) or the month in which payment is handed over, whichever is earlier
1	Steel	15%	100	112
2	Cement	10%	100	92
3	Other building construction material	65%	100	114
4	Fuel and power	5%	100	110
5	Labour	7%	100	105

Table B

Computation of Escalation Charges

Formula: Construction Cost X Weightage of the Item X ((Closing Index-Opening Index)/ Opening Index)

Sl.No.	Item	Calculation illustration for the entire 48 months period	Escalation percentage for the 48 months period or the month in which payment is handed over, whichever is earlier
1	Escalation in Steel	$50 \times 15\% \times (112 - 100) / 100$	9.00%
2	Cement	$50 \times 10\% \times (92 - 100) / 100$	-4.00%
3	Other building construction material	$50 \times 65\% \times (114 - 100) / 100$	9.25%
4	Fuel and power	$50 \times 5\% \times (110 - 100) / 100$	2.50%
5	Labour	$50 \times 7\% \times (105 - 100) / 100$	3.50%

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

(Sole/First Addressee)

(Second Addressee)
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(Third Addressee)

