

**APARTMENT BUYER'S AGREEMENT**



Vytilla, Kochi

**APARTMENT BUYER'S AGREEMENT**

**BETWEEN**

**DLF Home Developers Limited**

**And**

NAME : .....

.....

ADDRESS : .....

.....

.....

PROPERTY NO. : .....

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**Please read carefully.....**

### **Important Instructions to the Intending Allottee(s)**

Any one desiring to purchase an Apartment will be required to execute three (3) copies of the Apartment Buyer's Agreement for each Apartment desired to be purchased. The Apartment Buyer's Agreement sets forth in detail the terms and conditions of sale with respect to the Apartment(s) and should be read carefully by each Intending Allottee. Signed Apartment Buyer's Agreement will not be accepted from an Intending Allottee for fifteen (15) consecutive business days following the Intending Allottee's receipt of the copies of the Apartment Buyer's Agreement along with all its Annexures as attached therewith. The Company expects that during the time given, i.e. fifteen (15) consecutive business days from the receipt of the copies of the Apartment Buyer's Agreement, the Intending Allottee shall have read each and every clause of this Apartment Buyer's Agreement carefully, understood the legal implications thereof, understood the Intending Allottee's obligations and liabilities and the Company's obligations and limitations as set forth in the Apartment Buyer's Agreement.

As the Apartment Buyer's Agreement is a legal document, the Company advises the Intending Allottee to take advice of competent legal counsel/advocates to interpret the provisions of the Apartment Buyer's Agreement. The Intending Allottee shall, thereafter, if the Intending Allottee so decides to enter into the Apartment Buyer's Agreement, execute and deliver to the Company, within thirty (30) days from the date of dispatch by registered post of Apartment Buyer's Agreement by the Company, all three (3) copies of the Apartment Buyer's Agreement together with all Annexures, Draft Tripartite Maintenance Agreement together with amounts due and payable as set forth in the schedule of payments. If the Intending Allottee (s) fails to execute and deliver to the Company the Apartment Buyer's Agreement in its original form duly signed within thirty (30) days from the date of dispatch by registered post of Apartment Buyer's Agreement by the Company, then the Application of the Intending Allottee shall be treated as cancelled and the earnest money paid by the Intending Allottee shall stand forfeited without any notice or reminders and the Intending Allottee (s) shall be left with no right whatsoever in the Apartment provisionally booked by the Intending Allottee.

The Apartment Buyer's Agreement will not be binding on the Company until executed by the Company through its authorised signatory after receiving the signed copy thereof from the Intending Allottee. The Company will have the option in its sole discretion to either accept or reject the signed Apartment Buyer's Agreement within thirty (30) days after receiving the same from the Intending Allottee. If the Company decides to accept the Apartment Buyer's Agreement, then a signed copy of the Apartment Buyer's Agreement will be returned to the Intending Allottee for Intending Allottee's reference and record and two copies thereof (including original) shall be retained by the Company. If the Apartment Buyer's Agreement is not executed by the Company and a copy is not dispatched by registered post to the Intending Allottee within thirty (30) days from the date of its receipt from the Intending Allottee by the Company, then the Application and the Apartment Buyer's Agreement shall be deemed to have been rejected by the Company and all sums deposited by the Intending Allottee in connection therewith shall be refunded without any interest or compensation whatsoever and the Intending Allottee(s) shall be left with no right whatsoever in the Apartment provisionally booked by the Intending Allottee.

The Company reserves the right to request identification, financial and other information as the Company may so desire concerning the Intending Allottee. The Company reserves the right to reject any Apartment Buyer's Agreement executed by any Intending Allottee without any cause or explanation or without assigning any reasons therefor and to refuse to execute the Apartment Buyer's Agreement or Apartment Buyer's Agreements as the case may be for one or more Apartments, to any person or entity and the decision of the Company shall be final and binding.

I/We confirm that I/We have read and understood the above instructions and each and all clauses of the Apartment Buyer's Agreement, its Annexures etc. and I/We now execute the Apartment Buyer's Agreement being fully conscious of my/our rights and obligations and limitations of the Company and undertake to faithfully and diligently abide by all the terms and conditions of the Apartment Buyer's Agreement.

X \_\_\_\_\_  
(Intending Allottee(s))

### **Instructions for execution of the Apartment Buyer's Agreement:**

- 1) Kindly sign along with joint Apartment Allottees, if any, on all places marked (x) in the Agreement including all Annexures.
- 2) Kindly paste at the space provided, colour photographs including of joint Apartment Allottees and sign across the photographs.
- 3) All the three signed copies of the Apartment Buyer's Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD)/hand delivery only within the time stipulated.
- 4) Kindly sign next to the tentative typical apartment plan in Annexure VI as applied by you.
- 5) Witnesses signatures to be done only on page \_\_\_\_\_ .

**DLF RIVERSIDE**

APARTMENT BUYER'S AGREEMENT

AGREEMENT made at Ernakulam on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ between **DLF Home Developers Limited**, a Company registered under the Companies Act, 1956 having its registered office at DLF Centre, Sansad Marg, New Delhi 110 001 and Head Office at B-34, Inner Circle, Connaught Place, New Delhi-110 001 and having its Zonal Office at P.D.R. Bhavan, Palliyil lane, Foreshore Road, Cochin - 682016 (hereinafter referred to as 'Company' which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) through its duly Authorised Signatory Shri \_\_\_\_\_  
\_\_\_\_\_ S/o Shri \_\_\_\_\_  
\_\_\_\_\_ r/o \_\_\_\_\_ of the First Part.

**AND**

1. Shri/Smt. \_\_\_\_\_  
X Son/Daughter/Wife of Shri \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_  
\*2. Shri/Smt. \_\_\_\_\_  
X Son/Daughter/Wife of Shri \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_

(\* to be filled up in case of joint purchasers)

(hereinafter singly/jointly, as the case may be, referred to as 'the Apartment Allottee' which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, legal representatives and successors) of the Other Part.

\*\* M/s. \_\_\_\_\_ a partnership firm duly registered under the Indian Partnership Act, 1932 (hereinafter referred to as 'Apartment Allottee' which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors and successors ) of the Other Part (copy of the partnership deed and resolution signed by all Partners required) acting through its partner authorised by resolution dated \_\_\_\_\_ Shri / Smt. \_\_\_\_\_

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

(\*\* Delete whichever is not applicable).

**Company's Representations**

- A. WHEREAS M/s. Adelle Builders and Developers Private Ltd, a wholly owned subsidiary of the Company within the meaning and interpretation of the Companies Act, 1956 and rules made thereunder, an associate of the Company presently own lands admeasuring approximately 5.12 acres situated at Poonithura village in Kanayannoor, Taluk, Ernakulam District, Kerala (hereinafter referred to as the "Said Portion of Land") site plan whereof is given in Annexure-I.
- B. AND WHEREAS pursuant to an arrangement between the Company and M/s. Adelle Builders and Developers Private Ltd. , the Company is sufficiently entitled to develop and construct a multi storyed residential apartment complex over the Said Portion of Land and to transfer the apartments so developed and constructed to any party in its sole discretion.
- C. AND WHEREAS the Company has further clarified to the Apartment Allottee that the layout plan/Site Plan as given in ANNEXURE-I of this Agreement comprises of five multi storeyed Apartment buildings for residential purposes along with club, swimming pool and, commercial areas as may be earmarked , to be constructed on the Said Portion of Land presently admeasuring 5.12 acres or thereabouts in accordance with the building plan(s) approved by the competent authority(ies). However, this Agreement is confined and limited in its scope only to the sale of a residential apartment in the Said Complex consisting of five multi-storeyed residential apartment buildings in accordance with the building plan(s) as approved by the competent authority(ies)
- D. AND WHEREAS the Company has explained to the Apartment Allottee that the purpose of description of entire area given in ANNEXURE-I is to acquaint the Apartment Allottee with the overall picture of the development that may take place in DLF Riverside and that such tentative description of the overall development plan is not intended to convey to the Apartment Allottee any exclusive right, title or interest in the DLF Riverside or in any land(s) falling outside the land on which the Said Apartment will be constructed in the Said Building in the Said Complex which is the subject matter of this Agreement.
- E. AND WHEREAS the Company has specifically made it clear that the plans as annexed hereto as Annexures have been approved by the Corporation of Kochi and are subject to other statutory NOCs/sanctions required from various authorities which have been applied for and any changes/ directions/ conditions imposed by statutory authority at any stage, while approving such site plans/building plans/apartment plans/parking plans, shall be binding on both the Apartment Allottee and the Company and the Apartment Allottee hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Apartment Allottee for the purpose of making any changes in order to comply with such directions/ conditions/ changes and that the plans as may be amended and approved from time to time shall supersede the proposed plans as given in Annexures hereto and shall automatically form a part of this Agreement.
- F. AND WHEREAS the Company is competent to enter into this Agreement.

### **Apartment Allottee's Representations**

- A. AND WHEREAS the Apartment Allottee has applied to the Company vide Application agreeing to the terms and conditions set out therein for allotment of the Said Apartment i.e. residential apartment no. \_\_\_\_\_ located on \_\_\_\_\_ floor in Tower / Building No. \_\_\_\_\_ and for allotment of the Parking Space(s) i.e. two (02)/ three (03 \_\_\_\_\_)/four (04) covered / open car parking spaces numbered (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_.
- B. AND WHEREAS the Apartment Allottee has demanded from the Company and the Company has allowed the Apartment Allottee an inspection of Said Portion of Land, location plan, site plan, building plans, , ownership record of the Said Portion of Land and all other documents relating to the title, competency and all other relevant details and the Apartment Allottee has confirmed that the Apartment Allottee is fully satisfied in all respects with regard to the right, title and interest of the Company and its associate and subsidiary companies in the said Portion of Land on which the Said Complex/Said Building is being constructed and has understood all the limitations and obligations of the Company in respect thereof. The Apartment Allottee has agreed that there shall be no further investigations or objections by the Apartment Allottee in this regard and further that the Apartment Allottee is fully satisfied of the competency of the Company to enter into this Agreement.
- C. AND WHEREAS the Apartment Allottee acknowledges that the Company has readily provided all the information and clarifications as required by the Apartment Allottee and the Apartment Allottee has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex, the Said Building or the Said Apartment or the size or dimensions of the Said Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Apartment Allottees, the estimated facilities / amenities to be made available to the Apartment Allottee(s) or any other data except as specifically represented in this Agreement and Application and that the Apartment Allottee has relied solely on the Apartment Allottee's own judgment and investigation in deciding to enter into this Agreement and to purchase the Said Apartment (having the layout and specifications as set out in Annexures - V and VI to this Agreement). No oral or written representations or statements shall be considered to be a part of this Agreement and that this Agreement is self contained and complete in itself in all respects.
- D. AND WHEREAS the Apartment Allottee has confirmed to the Company that the Apartment Allottee is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the group housing projects in general and the Said Portion of Land/Said Complex/Said Building in particular and the terms and conditions contained in this Agreement and that the Apartment Allottee has clearly understood the Apartment Allottee's rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- E. AND WHEREAS the Company relying on the confirmations, representations and assurances of the Apartment Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith the Apartment Allottee's Application to allot the Said Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Definitions & Interpretations**

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

“**Additional PLC**” means such additional preferential location charges of the Super Area as stipulated in clause 1.7.

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

“**Agreement**” means the Apartment Buyer’s Agreement.

“**Apartment Allottee**” shall have the meaning as ascribed to such expression in the preamble.

“**Apartment Area**” mean the entire area of the Said Apartment enclosed by its periphery walls including area under walls, columns, balconies, balconies in the form of open terraces cantilevered from the buildings, deck, cupboards and lofts etc and half the area of common walls with other premises / apartment, which form integral part of Said Apartment.

“**Common Areas & Facilities**” means such common areas and facilities within the Said Complex and Said Building earmarked for common use of all the apartment allottees, limited to and precisely listed in Part A, Part B and Part C of Annexure IV. For the avoidance of doubt, it is clarified that Part D and Part E of Annexure IV do not form part of the Common Areas and Facilities.

“**Company**” shall have the meaning as ascribed to such expression in the preamble.

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

“**DLF RIVERSIDE**” means the group housing complex consisting of 5 multistoreyed residential apartment buildings being constructed on a land admeasuring approximately 5.12 acres in Poonithura Village, Kanayannur Taluk and Ernakulam District.

“**Floor Rise Charge**” means the charge payable for the apartment located on floors higher than the ground floor and such charge will increase with the increase in the number of floor on which the Said Apartment is located and shall be determined by the Company.

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

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

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- (b) explosions or accidents, air crashes and shipwrecks;
- (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;
- (e) war and hostilities of war, riots or civil commotion;
- (f) non-receipt of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the Approvals) from any governmental authority, including delay in issuance of the Commencement Certificate, Intimation of Disapproval, Occupation Certificate, Completion Certificate and/or any other Certificate as may be required;
- (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (h) any event or circumstances analogous to the foregoing.

“**IBMS**” means the interest bearing maintenance security to be paid by Apartment Allottee in accordance with clause 13.2

“**Maintenance Agency**” means the company or the association of apartment allottees or such other agency/body/company/ association or condominium to whom the maintenance of the Said Complex/the Said Building is handed over by the Company.

“**Maintenance Charges**” has the meaning ascribed to it in clause 3 of the draft Tripartite Maintenance Agreement contained in Annexure VII of this Agreement.

**“Non-Refundable Amounts”** includes Earnest Money, interest on delayed payment, interest paid, due or payable, securities including IBMS and brokerage or incentive, if any.

**“Parking Space”** means open/covered car parking spaces in DLF Riverside as stated in clause 1.1 and described in the parking plan as given in Annexure VI of this Agreement of which the Apartment Allottee has the exclusive right to use.

**“PLC”** means the charges for the preferential location of the Said Apartment as stated in the table contained in clause 1.1 and payable in the manner stipulated in clause 1.6.

**“Said Apartment”** means the specific apartment allotted to the Apartment Allottee in the Said Building within the Said Complex along with the exclusive right to use the Parking Space, details of which are given in table contained in clause 1.1, the typical Apartment plans/ typical floor plan/ layout plan(s)/ parking plan of the same is given in Annexure- VI and tentative specifications of the same is given in Annexure-V.

**“Said Building”** means the Tower/ Building no..... in the Said Complex in which the Said Apartment is located as stated in the table contained in clause 1.1.

**“Said Complex”** means the DLF Riverside to be constructed on the Said Portion of Land comprising of residential apartments.

**“Said Portion of Land”** means the area of land admeasuring approximately 5.12 acres situated at Poonithura village in Kanayannoor, Taluk, Ernakulam District, Kerala on which the DLF Riverside is being constructed.

**“Super Area”** shall have the meaning as ascribed to such expression in Annexure II.

**“Taxes”** means any and all taxes paid or payable by the Company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, one time village/building tax, luxury tax, building and other construction welfare fund (cess) and education cess and any other taxes by whatever name called in connection with the construction of the Said Complex/Said Building/Said Complex.

**“Total Price”** means a sum of Rs.....payable for the sale of Said Apartment and as mentioned in clause 1.1 based and calculated on Super area only and explanation (iv) of 1.1 which includes the following:

- (a) the price of Parking Spaces,
- (b) PLC, if the Said Apartment is preferentially located as per the typical floor plan layout plan(s) given in Annexure-VI;
- (c) Floor Rise Charges, if applicable;
- (d) the cost of providing electric wiring, fire detection and fire fighting equipment in the common areas within the Said Building/Said Complex as prescribed in the Fire Fighting Code/Regulations under National Building Code 1983, amendment No. 3 of January, 1997;

but does not include other amounts, charges, security deposit etc., payable as per the terms of this Agreement, including but not limited to Taxes, club charges, increase in all types of security deposits including IBMS and deposit for meters for electricity and water and installation of electricity, water and sewerage connection ; Maintenance Charges; property taxes; Land Taxes; Additional PLC; increase in price due to increase in Super Area of the Said Apartment; stamp duty, registration and any incidental charges and any other charges payable as stated in this Agreement.

**“Tripartite Maintenance Agreement”** means the tripartite maintenance agreement executed by the Apartment Allottee, Company and the Maintenance Agency, draft of which is contained in Annexure VII.

Any reference in this Agreement to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires.

The terms “herein”, “hereto”, “hereunder”, “hereof” or “thereof” or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires.

Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

Any word or phrase defined in the body of this Agreement as opposed to being defined in Definition clause shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

The schedules, annexures, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.

Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

**1. Price payable for the Said Apartment and details of items included in the price and items not included in the price**

1.1 In accordance with the terms and conditions set out in this Agreement and mutually agreed upon by and between the parties, the Company hereby agrees to sell and the Apartment Allottee hereby agrees to purchase the Said Apartment in DLF Riverside having a Super Area of approximately \_\_\_\_\_ sq. mtrs (\_\_\_\_\_ sq. ft.) which includes an Apartment Area of approximately \_\_\_\_\_ sq. mtrs. (\_\_\_\_\_ sq. ft.) as detailed below:-

Bldg/Tower No./ Name Apartment No./ Type _____ Floor _____	Super Area Sq.Mts./Sq.ft. Approx.) _____	Rate(Rs. per Sq.mt./sq.ft. of Super Area (Rs.)	Preferential Location Charges (Rs.)	Floor Rise Charges	Price for car Parkings	Total Sale Price (Rs.)
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Parking : Nos.(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

Price Payable Rs. \_\_\_\_\_

And also includes undivided proportionate share / interest in the Foot Print of the Said Building though not included in the computation of Super Area, in which the Said Apartment is located calculated in the ratio which the Super Area of the Said Apartment bears to the total super area of all the apartments in the Said Building; and exclusive right to use the Parking Space.

**Explanation:**

The Total Price above does not include

- (i) Taxes
- (ii) The Apartment Allottee shall pay, in addition to the Total Price, a sum equal to the proportionate share of Taxes; the proportionate share will be calculated in the ratio of the Super Area of the Said Apartment to the total Super Area of all the apartments in the Said Complex.
- (iii) The Company shall periodically intimate to the Apartment Allottee, on the basis of certificates from a chartered engineer and/or a chartered accountant, the amount payable as stated in (i) above and the Apartment Allottee shall make payment within 30(thirty) days from the date of such written intimation.
- (iv) The price of Parking Spaces is included in the Total Price. Any additional car parking space will be charged extra by the Company at the then prevailing rate and will be offered subject to availability.
- (v) The Total Price payable for the Said Apartment is Rs.....(Rupees.....  
.....only) inclusive of  
Rs.....for exclusive right to use the Parking Spaces and the  
Said Apartment and the Parking Spaces will be treated as a single indivisible unit for all purposes  
including but not limited to Kerala Apartment Ownership Act, 1983.
- (vi) The Total Price does not include the amount of Rs. 1,00,000/- (One lakh only) for the club charges to be paid by the Apartment Allottee(s) which is exclusive of the membership charges and usage charges for the club.

1.2. The Total Price is escalation-free, save and except increases which the Apartment Allottee hereby agrees to pay, due to increase in Super Area as explained in Clause (1.8), increases on account of additional fire safety measures undertaken (as explained in Clause (1.14) increases in all types of securities to be paid by the Apartment Allottee, deposits and charges and all other increases in cost/charges, specifically provided for in this Agreement and / or any other increase in charges which may be levied or imposed by the Government / statutory authorities from time to time.

1.3. The Total Price is escalation-free, save and except any additional charges which may be levied or imposed by the Government / statutory authorities from time to time or as stated in this Agreement.

1.4 The Apartment Allottee(s) shall make the payment of the Total Price as per the payment plan set out in Annexure III to this Agreement. The Taxes and increase thereof shall be payable as provided in sub – clause (I) of the Explanation to Clause 1.1 above. All other Taxes and increases as mentioned in clause 1.2 and explanation (I) of clause 1.1 and other charges as elsewhere specified in this Agreement shall be payable as and when demanded by the Company.

1.5 The Company may allow, in its sole discretion, a rebate for early payments of installments payable by the Apartment Allottee by discounting such early payments @ 9 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall be subject to revision/withdrawal, without any notice, at the sole discretion of the Company.

1.6 The Apartment Allottee hereby agrees that sum of Rs.....(Rupees.....

.....) calculated @ Rs.....per sq. feet of the Super Area as mentioned in Clause 1.1 towards PLC to be paid in the manner and within the time as stated in the schedule of payments given in Annexure III If no amount is mentioned as PLC in clause 1.1 and the Said Apartment is not preferentially located but due to any change in layout plan/ /building plan as mentioned in clause 9.1, the Said Apartment becomes preferentially located then the Apartment Allottee shall be liable to pay applicable PLC to the Company . The Apartment Allottee has specifically agreed that in case due to any change in the lay-out/building plan, the Said Apartment ceases to be in a preferential location, the Company shall be liable to refund the amount of PLC paid by the Apartment Allottee, without any interest.

The Apartment Allottee hereby agrees that a sum of Rs.....(Rupees.....

.....) is towards the Floor Rise Charges as mentioned in clause 1.1, which shall be payable by the Apartment Allottee in the manner and within the time stipulated in the schedule of payment given in Annexure III. If no amount is mentioned as Floor Rise Charges in clause 1.1 but due to any change in the layout plan/building plan or as mentioned in clause 9.1, the Said Apartment shifts to a higher floor, then the Apartment Allottee shall be liable to pay applicable Floor Rise Charges. In the event the Floor Rise Charges are reduced or become inapplicable, the Company shall refund the amount of Floor Rise Charges without any interest.

Any such refund of PLC and/or the Floor Rise Charges shall be made / adjusted by the Company in the last installment as stated in the schedule of payments given in Annexure – III.

1.7 The Apartment Allottee hereby agrees that if due to any change in the lay-out / site plan/building plan(s) or as mentioned in clause 9.1, the Said Apartment becomes additionally preferentially located, then the Apartment Allottee agrees to pay the Additional PLC to the Company as applicable be paid in the manner as demanded by the Company.

1.8 It is agreed and understood by the Apartment Allottee that the Total Price of the Said Apartment is calculated on the basis of the Super Area including the Parking Spaces which are based on fixed valuation as mentioned in clause 1.1 and that the Super Area as stated in this Agreement is tentative. The final Super Area of the Said Apartment shall be confirmed by the Company only after the construction of the Said Building is complete and the occupation certificate is granted by the competent authority (ies). The Total Price payable for the Said Apartment shall be recalculated upon confirmation by the Company of the final Super Area of the Said Apartment and any increase or decrease in the Super Area of the Said Apartment may be payable or refundable, as the case may be, without any interest, at the same per sq. feet rate as mentioned in clause (1.1) without any kind of rebates allowed/payment plan opted. If there shall be an increase in Super Area, the Apartment Allottee agrees and undertakes to pay for the increase in Super Area immediately on demand by the Company and if there shall be a reduction in the Super Area, then the refundable amount due to the Apartment Allottee shall be adjusted by the Company from the final installment as set forth in the schedule of payments in Annexure III.

For the avoidance of any doubt it is clarified that the Total Price of the Said Apartment is based only on the Super Area and the Apartment Area and percentage of Apartment Area to the Super Area is tentative and subject to change. The Apartment Allottee affirms that the Apartment Allottee shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Price or any change in the percentage of the Apartment Area to the Super Area as mentioned in Annexure II.

1.9 The Apartment Allottee shall have the following rights with regard to the Said Apartment :

- i) The Apartment Allottee shall have exclusive ownership of the Apartment Area only which forms part of Super Area
- ii) The Apartment Allottee shall have undivided proportionate share / interest in the Common Areas and Facilities. Since the share / interest of Apartment Allottee in the Common Areas and Facilities is undivided and cannot be divided or separated, the Apartment Allottee shall use the Common Areas and Facilities within the Said Building/Said Complex only harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them . Further, it is clearly understood and agreed by the Apartment Allottee that even if the Common Areas and Facilities within the Said Complex only is included in the computation of Super Area, the right of the Apartment Allottee to use the Common Areas and Facilities shall be within the Said Complex only (as listed in Part A& B of Annexure IV .) and shall always be subject to the timely payment of Maintenance Charges. It is further agreed by the Apartment Allottee that the Apartment Allottee shall be entitled to undivided proportionate share /interest in no other common areas and facilities except the Common Areas and Facilities within the Said Building/Said Complex only as listed in Part A & B of Annexure IV.
- iii) The Apartment Allottee shall have the ownership of undivided proportionate share /interest in the Foot Print of the Said Building. The undivided proportionate share / interest of the Apartment Allottee in the Foot Print of the Said Building shall be calculated in the ratio of Super Area of the Said Apartment to the total super area of all the apartments within the Said Building only. It is agreed by the Apartment Allottee that and the Apartment Allottee shall not have any right, title or interest of any kind whatsoever on any other land(s) except to the extent of using only such general Common Areas and Facilities within the Said Complex to and precisely listed in Part-C of Annexure IV subject, however, to the timely payment of Maintenance Charges by the Apartment Allottee.

It is understood by the Apartment Allottee that the Company may for the purpose of complying with the provisions of Kerala Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the Foot Print of the Said Building and / or Common Areas and Facilities as may be described by the Company in its sole discretion in any declaration by calculating the same in the ratio of the Said Apartment's value to the total value of the Said Building (s)/ Said Complex, as the case may be, and that the Apartment Allottee shall not have a right to raise any objections in this regard.

- iv) In addition to the above, though not forming a part of the computation of Super Area, the Apartment Allottee shall be entitled, without any ownership rights, to exclusively use the Parking Space for parking the Apartment Allottee's vehicle in terms of Clause (1.13) below and as listed in Part-D of Annexure IV. It is expressly agreed, understood and confirmed by the Apartment Allottee that the Apartment Allottee/s shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except the Parking Space/s. The Company shall have the sole option/discretion to deal, in such manner it may deem fit, all other parking spaces (other than Parking Space) in the Said Building/Said Complex.
- v) In addition the Apartment Allottee shall also be entitled to use only, the general common areas and facilities within the Said Complex limited to and precisely listed in Annexure IV, Part- C, which may be within or outside the Footprint of the Said Building earmarked as common areas for use by all the occupants of all the buildings to be constructed on the Said Portion of Land. However, such general common areas and facilities earmarked for common use of all occupants shall not include the exclusive parking space in basements/stilts and open parking spaces, individually allotted to the respective occupants for their use or belonging to the Company.

- vi) The Apartment Allottee(s) shall have the conditional right of usage of the facilities which may be provided in the club/swimming pool within the Said Complex and is subject to the fulfillment of the terms and conditions as stipulated in the Application and payment plan thereof. The Company has the right to formulate at the Company's sole discretion appropriate management structure and policies, rules and regulations for the use of abovesaid club / swimming pool and the Apartment Allottee undertakes to abide by the same. It is understood that the club / swimming pool usage shall be limited to only the occupants of the Said Complex and the Company may make suitable provisions or covenants to this effect in the necessary documents which the Apartment Allottee undertakes to faithfully comply with without raising any objections. It is understood that the entire operating cost of the abovesaid Club / swimming pool, improvements / upgradations to be carried out over a period of time, direct usage charges for the facilities used and the items consumed by the Apartment Allottee from time to time, shall in no way constitute any portion of the Total Price of the Said Apartment and shall be paid extra and are outside the scope of this Agreement.
- vii) Further, the Apartment Allottee understands and fully agrees that the Company is free to deal with community buildings / sites/recreational and sporting activities, if any, in any manner, as the Company may deem fit and the Apartment Allottee shall be entitled to use such facilities subject to regular payment of Maintenance Charges. The Apartment Allottee shall pay such Maintenance Charges from the date of occupation certificate or date of allotment, whichever is later.
- 1.10 All other land(s), areas, facilities and amenities including those listed in clause 1.10 (i) are specifically excluded from the scope of this Agreement and the Apartment Allottee shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities and that the ownership of such lands, areas, facilities and amenities vests solely with the Company its associate/subsidiary companies, and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Company, its associates and subsidiaries.
- i) All land(s) (except the Common Areas and Facilities) falling outside the Foot Print of the Said Building including but not limited to those as listed in Annexure IV, Part C, and any other facility or amenity as may be provided at the sole option of the Company or as may be provided in accordance with the directions of any competent authority(ies) including but not limited to shops, facilities, amenities etc. even if provided in the Said Building/Said Complex, are specifically excluded from the scope of this Agreement and the Apartment Allottee shall not have any right of ownership, usage or title, or interest or claims whatsoever in such land(s), areas, facilities and amenities within the Said Building, the Said Portion of Land. The Company, its associates and its subsidiaries as the owner of such lands, areas, facilities and amenities shall have sole right and absolute authority to deal with the same in any manner including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to Government, Semi-Government, or other authority, body, any person, institution, trust and/or any local body(ies).
- ii) The Apartment Allottee acknowledges that the Apartment Allottee has not made any payment to the Company in any manner with respect to any lands, buildings, common areas, facilities and amenities falling outside the Foot Print of the Said Building and the Apartment Allottee has no right or interest over the same, save and except the use of general common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion which will be binding on the Apartment Allottee. The Apartment Allottee hereby acknowledges that the Company has not indicated/ promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Apartment Allottee shall have any right, title or interest of any kind whatsoever therein. The Apartment Allottee further agrees that any such identification with respect to general common areas by the Company in its plans now or in future shall be final, conclusive and binding on the Apartment Allottee. Further the Company has made clear to the Apartment Allottee that it (the Company or any of its affiliates, group companies) shall be carrying out extensive developmental / construction activities now and for many decades in future in the entire area falling outside the Foot Print of the Said Building and that the Apartment Allottee shall not have a right to raise any objection or make any claims or not to make payments in time as stipulated in schedule of payments in Annexure III on account of inconvenience, if any, which may alleged to have been caused to the Apartment Allottee due to such developmental/ construction activities or activities incidental/related to it. It is made clear by the Company and agreed by the Apartment Allottee that all rights including the rights of ownership of land(s), facilities and amenities (other than those within the Said Building and the Foot Print thereof) shall vest solely with the Company, its associate companies, its subsidiary companies who shall alone have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities. This clause shall survive throughout the ownership of the Said Apartment by the Apartment Allottee, his / her legal representatives, successors, administrators, executors, assigns etc.

- 1.11 It is agreed by the Apartment Allottee that the Said Apartment along with Parking Spaces will be treated as a single indivisible unit for all purposes including but not limited to Kerala Apartment Ownership Act, 1983 and any amendments thereto. The Apartment Allottee further agrees that the Common Areas and Facilities are for common use of all the occupants of the Said Building and that the general common areas and facilities are for common use of occupants of all the buildings to be constructed on the Said Portion of Land. However, it is specifically made clear to the Apartment Allottee that the Apartment Allottee's right to use the Common Areas and Facilities within the Said Building (as listed in Part A of Annexure - IV ) and general Common Areas and Facilities (as listed in Part B of Annexure IV) falling outside the Foot Print of the Said Building (excluding Parking Spaces specifically allotted and assigned to the Apartment Allottee(s) ) but within the Said Complex shall be limited to the areas within the Said Complex that may be included in the declaration to be filed by the Company in terms of the Kerala Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s) and the Apartment Allottee hereby agrees that such declaration shall be binding upon the Apartment Allottee.
- 1.12 It is specifically made clear by the Company and understood by the Apartment Allottee that all other areas and facilities (not included in Part- A and Part- B of Annexure IV) or any other facility or amenity as may be provided by the Company at its sole discretion or provided in accordance with the direction of any competent authority(ies) and including but not limited to shops, facilities, amenities if provided at the Company's sole option and discretion in the stilts of the Said Building, are specifically excluded from the scope of this Agreement and, therefore, shall not form part of the declaration to be filed in terms of Kerala Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s).
- 1.13 The Apartment Allottee agrees that the Parking Spaces allotted to the Apartment Allottee for the exclusive use of the Apartment Allottee is inseparable and an integral part of the Said Apartment. . The Apartment Allottee undertakes to park the vehicles in the Parking Space allotted to Apartment Allottee and not anywhere else in the Said Complex. It is specifically clarified and the Apartment Allottee acknowledges that the service areas, if any, provided either in the basement or provided anywhere in the Said Building/Said Complex shall be kept reserved for the services, use by maintenance staff etc. and such areas shall not be used by the Apartment Allottee for parking Apartment Allottee's vehicles. The Apartment Allottee agrees that all such parking spaces allotted to the occupants of the building(s)/Said Complex shall not be part of the Common Areas and Facilities of the Said Apartment/Said Building constructed on the Said Portion of Land for the purpose of the declaration that maybe filed by the Company under Kerala Apartment Ownership Act, 1983. The Apartment Allottee agrees and confirms that the Parking Space(s) allotted to the Apartment Allottee shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the Said Apartment under any of the provisions of this Agreement. A parking plan is given in Part II of Annexure - VI. All clauses of this Agreement pertaining to use, possession, cancellation etc. apply mutatis mutandis to the Parking Spaces, wherever applicable.
- 1.14 The Total Price of the Said Apartment includes the cost of providing electrical wiring, fire detection and fire fighting equipment in the common areas within the Said Building/Said Complex as prescribed in the Fire Fighting Code/Regulations under National Building Code, 1983, Amendment No.3 of January, 1997. Power backup at the rate of 10 KVA for an apartment of area up to 2250 Sq.ft, 12 KVA for an apartment of area upto 3300sq.ft, 15 KVA for an apartment of area upto 4100 sq.ft and 18 KVA for an apartment of area upto 5000 sq.ft in the Said Complex at 0.80 load factor in addition to that for the common areas and services shall be provided subject to the timely payment of Maintenance Charges. However, DG Set capacity calculation shall take into account suitable overall diversity of 70%. The Total Price does not include the cost of electrical fittings, fixture, etc. in the Said Apartment which shall be got installed by the Apartment Allottee at the Apartment Allottee's own cost. If, due to any change or enactment of any legislation, laws, bye-laws / Government order, directives, guidelines or change/amendments in Fire Code including the National Building Code, any additional fire safety measures are required and undertaken, then the Apartment Allottee undertakes to pay within 30 days from the date of written demand by the Company, the additional expenditure incurred thereon in proportion to the Super Area of the Said Apartment to the total Super Are of all the apartments in the SAide Building/Said Complex as determined by the Company and such demand raised by the Company shall be final and binding upon the Apartment Allottee.

The Total Price of the Said Apartment does not include the cost of electric and water meter etc. and the Apartment Allottee shall pay on demand an amount of Rs. 1,00,000/- (Rupees One lakh only) for availing the service connection from KSEB & KWA which includes the cost of the transformer, cable laying charges, service charges, meter charges, connect load deposits and deposit with KWA, OYEC deposits and pipe laying charges for water supply failing which the same shall be treated as unpaid portion of the Total Price payable by the Apartment Allottee for the Said Apartment and the conveyance of the Said Apartment shall be withheld by the Company till full payment thereof is received by the Company from the Apartment Allottee.

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

The Apartment Allottee agrees that the Apartment Allottee shall be liable to pay all govt. rates, tax on land, municipal tax, property taxes, wealth tax, one time village/building taxes, luxury tax, building and other construction workers welfare fund (cess), taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the government, municipal authority or any other governmental authority on the Said Complex and / or building(s) or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application if the Said Apartment is assessed separately then the Apartment Allottee shall pay directly to the concerned authority and if the Said Apartment is not assessed separately and if the same is levied on or paid by the Company then the same shall be borne and paid by the Apartment Allottee on pro-rata basis as specified in clause 35 of this Agreement and such determination and demand shall be final and binding on the Apartment Allottee.

**3. Amount paid by Apartment Allottee with Application**

The Apartment Allottee has paid a sum of Rs.....(Rupees.....) .....) being part payment towards the Total Price at the time of Application, the receipt of which the Company doth hereby acknowledge and the Apartment Allottee shall and doth hereby agrees to pay the remaining price of the Said Apartment as prescribed in schedule of payments (Annexure-III) attached with this Agreement along with all other charges, Taxes, securities, deposits etc. as may be demanded by the Company within the time and in the manner specified therein.

**4. Earnest Money**

The Apartment Allottee has entered into this Agreement on the condition that out of the amount(s) paid/ payable for the Said Apartment and the Parking Spaces allotted to the Apartment Allottee, the Company shall treat the entire application money amounting to Rs.....(Rupees.....) .....) as Earnest Money to ensure fulfillment, by the Apartment Allottee, of the terms and conditions as contained in the Application and this Agreement.

In case the Apartment Allottee fails to perform any obligations or commits breach of any of the terms and conditions mentioned in the Application and/or this Agreement including but not limited to the occurrence of any event of default as stated in clause 11 of this Agreement then, the Apartment Allottee agrees that the Company shall have the right to forfeit without any notice to the Apartment Allottee the Earnest Money together with any interest paid (in case of longer payment plan) due or payable alongwith other amounts of non-refundable nature including brokerage and incentives, if any paid by the Company. If the amount paid by the Apartment Allottee is less than the forfeitable amount then the Apartment Allottee undertakes to make good the shortfall of the forfeitable amount.

**5. Mode of Payment**

The Apartment Allottee shall make all payments within the stipulated time as mentioned in the schedule of payments as given in Annexure-III annexed to this Agreement and other sums payable under this Agreement as may be demanded by the Company from time to time and without any reminders from the Company through A/c Payee Cheque(s)/Demand Draft(s) in favour of 'M/s DLF HOME DEVELOPERS LIMITED' payable at Cochin.

**6. Compliance of Laws relating to remittances**

The Apartment Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill the Company's obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Apartment Allottee understands and agrees that in the event of any failure on Apartment Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Apartment Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility in this behalf. The Apartment Allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Apartment Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Apartment Allottee to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment / remittances on behalf of the Apartment Allottee and such third party shall not have any right in the Application / allotment of the Said Apartment in any way and the Company shall issue the payment receipts in favour of the Apartment Allottee only.

**7. Adjustment/Appropriation of Payments**

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

**8. Time is the Essence**

Time is the essence with respect to payment of the Total Price by the Apartment Allottee in accordance with the schedule of payments as given in Annexure III along with other charges including but not limited to applicable stamp duty, registration fee, and other charges, deposits stipulated under this Agreement to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform /observe all the other obligations of the Apartment Allottee under this Agreement. It is agreed by the Apartment Allottee that it shall not be obligatory on the part of the Company to send demand notices / reminders regarding the payments to be made by the Apartment Allottee as per schedule of payments (Annexure -III) or other obligations to be performed by Apartment Allottee.

**9.1 Construction of the Said Building/ Said Apartment/Said Complex**

The Apartment Allottee has seen and accepted the schedule of payments, (as given in Annexure-III) typical Apartment plans/ typical floor plan/ layout plan(s)/ parking plan (as given in Annexure-VI) tentative specifications (as given in Annexure-V) which are subject to change at the sole option or discretion of the Company. . The Said Building/Said Complex and the Said Apartment including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications as given in Annexure V. This, however, subject to the right of the Company to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality due to force majeure conditions or reasons beyond the control of the Company. and the Apartment Allottee hereby agrees to this condition. The Company may in its sole discretion carry out, such additions, alterations, deletions and modifications in the building plans, floor plans, apartment plans, change in specifications, etc., including the number of apartments/ floors as the Company may consider necessary or as directed by any competent authority at any time till the grant of an occupation certificate. The Apartment Allottee understands that the Company is fully entitled to increase the number of floors in the Said Building and /or the height of the Said Building and the Apartment Allottee shall have no right to object to the same. In such case Company may in its sole discretion give an option to the Apartment Allottee to move to a higher floor and on receipt of consent from the Apartment Allottee, Company may permit the same at its sole discretion and on payment of applicable Floor Rise Charges by the Apartment Allottee. Accordingly Application and this Agreement shall stand modified to that effect. The Apartment Allottee shall not claim any reduction in the Total Price of the Said Apartment due to any

increase in the number of floors in the Said Building. The issuance of the occupation certificate for the Said Building shall be the conclusive evidence (issued for the Said Building ) that the construction of the Said Building and the Said Apartment is fully complete in accordance with the plans and specifications as annexed to this Agreement as Annexure-V .

## 9.2 Alteration/Modification

In case of any alteration / modifications resulting in equal to or more than 10% change in the Super Area of the Said Apartment or material / substantial change, in the sole opinion of and as determined by Company, in the specifications of the materials to be used in the Said Building/Said Apartment any time prior to and upon the grant of occupation certificate, the Company shall intimate the Apartment Allottee in writing the changes thereof and the resultant change, if any, in the Total Price of the Said Apartment to be paid by the Apartment Allottee and the Apartment Allottee agrees to deliver to the Company the Apartment Allottee's written consent or objections to the changes within thirty (30) days from the date of dispatch by the Company of such notice failing which the Apartment Allottee shall be deemed to have given the Apartment Allottee's full and unconditional consent to all such alterations/modifications and for payments, if any to be paid in consequence thereof. If the written objection of Apartment Allottee indicating his/her non-consent/objections to such alterations/modifications as intimated by the Company is received by the Company within thirty (30) days of intimation in writing by the Company to the Apartment Allottee then in such case alone the Company may at its sole discretion decide to cancel this Agreement without further notice and in such event the Company shall refund the entire money received from the Apartment Allottee with interest @ 9% per annum within ninety (90) days from the date of intimation received by the Company from the Apartment Allottee and upon dispatch of such refund by registered post, the Company shall be released and discharged from all of the Company's obligations and liabilities under this Agreement and the Apartment Allottee shall have no right or claim of any nature whatsoever on the Said Apartment and the Company shall be free to resell or deal with the Said Apartment and the Parking Space in any manner whatsoever.

## 9.3 Schedule for Possession of the Said Apartment

The Company based on the present plans and estimates contemplates to offer possession of the Said Apartment to the Apartment Allottee within a period of 31 months from the date of execution of this Agreement or grant of all statutory approvals, whichever is later, unless there shall be delay or failure due to Force Majeure conditions and reasons mentioned in Clauses 10.1, 10.2 and Clause 36 or due to failure of Apartment Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Apartment Allottee(s) to abide by all or any of the terms and conditions of this Agreement.

## 9.4 Procedure for taking possession

The Company, shall offer in writing possession of the Said Apartment to the Apartment Allottee in terms of this Agreement to be taken within 30 days from the date of issue of such notice and the Company shall give possession of the Said Apartment to the Apartment Allottee provided the Apartment Allottee is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc. as may be prescribed by the Company in this regard.

The Apartment Allottee shall be liable to pay the Maintenance Charges on and from the date on which the actual possession is taken or on expiry of 30 days from the date of issuance of notice of possession whichever is earlier.

## 9.5 Failure of Apartment Allottee to take Possession

Upon receiving a written intimation from the Company in terms of clause \_\_\_ above, the Apartment Allottee shall within the time stipulated by the Company, take possession of the Said Apartment from the Company by executing necessary indemnities, Undertakings, Tripartite Maintenance Agreement and such other documentation as the Company may prescribe and by making all the payments to the Company of all charges/dues as specified in this Agreement , and the Company shall thereafter give possession of the Said Apartment to the Apartment Allottee, provided the Apartment Allottee is not in breach of any other term of this Agreement. If the Apartment Allottee fails to take the possession of the Said Apartment as aforesaid within the time limit prescribed by the Company in the notice of possession due to any reasons whatsoever including breach of any terms of this Agreement by the Apartment Allottee , then the Said Apartment shall be at the risk and cost of the Apartment Allottee and the Company shall have no liability or concern thereof. Further it is agreed by the Apartment Allottee that in the event of Apartment Allottee's failure to take possession

of the Said Apartment in the manner as aforesaid, then the Company shall have the option to cancel this Agreement and avail the remedies in law including as stipulated in Clause (11) of this Agreement or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Apartment Allottee in taking possession of the Said Apartment in the manner as stated in this clause on the condition that the Apartment Allottee shall be liable to pay to the Company liquidated damages @ Rs. 5/- per sq. ft. of the Super Area per month for any delay of full one month or any part thereof in taking possession of the Said Apartment for the entire period of delay. The Apartment Allottee acknowledges that the liquidated damages stipulated above are justified and reasonable which the Company will suffer on account of delay in taking possession of the Said Apartment by the Apartment Allottee. Further the Apartment Allottee agrees that in the event of the Apartment Allottee's failure to take possession of the Said Apartment within the time stipulated by the Company in its notice, the Apartment Allottee shall have no right or claim in respect of any item of work in the Said Apartment which the Apartment Allottee may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and the Apartment Allottee shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said Apartment/Said Building/Said Complex. That on such condonation and after receiving entire amount of liquidated damages together with all other amounts due and payable under this Agreement (alongwith due interest, if any, thereon) the Company shall hand over the possession of the Said Apartment to the Apartment Allottee. For the avoidance of any doubt it is clarified that these liquidated damages are in addition to maintenance or any other charges as provided in this Agreement.

#### **10.1 Delay due to reasons beyond the control of the Company or Abandonment of the Project**

If, however, the completion of the Said Building is delayed due to Force Majeure conditions then the Apartment Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Said Apartment. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Company may also suspend the construction and development for such period as it may consider expedient and the Apartment Allottee shall not have a right to claim compensation of any nature whatsoever (including the compensation stipulated in Clause (10.4) of this Agreement during the period of such suspension.

The Apartment Allottee agrees and confirms that in the event of the Company's abandoning the construction and development of the Said Complex due to any force majeure conditions, this Agreement shall stand terminated as if it has been terminated with mutual consent, then subject to Apartment Allottee not being in default of any of the terms of this Agreement the Company shall refund by registered post, the amounts attributable to the Said Apartment (after deducting interest on delayed payments, and interest paid, due or payable) that have been received from the Apartment Allottee by the Company without any interest or compensation of whatsoever nature and upon dispatch of such refund by registered post, the Apartment Allottee agrees that the Apartment Allottee shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

#### **10.2 Failure to deliver possession due to Government Rules, Orders, Notifications etc.**

If the Company is unable to construct/continue or complete the construction of the Said Building/Said Complex due to conditions which have arisen because of any governmental/regulatory authority's action, inaction or omission then Company may in its sole discretion challenge the same by moving the appropriate Courts, Tribunal(s) and / or Authority. In such a situation, the amount (s) paid by the Apartment Allottee in pursuance of this Agreement shall continue to remain with the Company and the Apartment Allottee shall not have a right to terminate this Agreement and ask for refund of the Apartment Allottee's money and this Agreement shall remain in abeyance till final determination by the Court(s) / Tribunal(s) / Authority (ies). However the Apartment Allottee may, if the Apartment Allottee so desires, become a party along with the Company in such litigation to protect Apartment Allottee's rights arising under this Agreement. In the event of the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Apartment Allottee shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event the aforesaid challenge of the Company becomes final, absolute and binding, the Company will, subject to provisions of law/court order, refund within reasonable period in such manner as may be decided by the Company after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature and the decision of the Company in this regard shall be final and binding on the Apartment Allottee. Save as otherwise provided herein, the Apartment Allottee shall be left with no other right or claim of whatsoever nature against the Company under or in relation to this Agreement. other compensation whatsoever.

### **10.3 Failure to deliver possession by the Company: Remedy to Apartment Allottee**

If for any reasons other than those given in Clauses (10.1), (10.2) supra and Clause (36), the Company is unable to or fails to deliver possession of the Said Apartment to the Apartment Allottee within 31 months (Thirty One Months) from the date of execution of this Agreement or grant of all statutory approvals, whichever is later, or within any extended period or periods as envisaged under this Agreement, then in such case, the Apartment Allottee shall be entitled to give notice to the Company, within ninety (90) days from the expiry of said period of 31 months or such extended periods, as the case may be, for terminating this Agreement. In that event the Company shall be at liberty to sell and/or dispose of the Said Apartment and the Parking Space to any other party at such price and upon such terms and conditions as the Company may deem fit and thereafter the Company shall within ninety (90) days from the date of full realisation of the sale price after sale of Said Apartment and the Parking Space refund to the Apartment Allottee, without any interest, the amounts paid by the Apartment Allottee towards the Said Apartment and the Parking Space without deduction of Earnest Money. For the avoidance of doubt, it is stated that the Apartment Allottee shall have no other right or claim against the Company in respect of the Said Apartment and Parking Space. If the Apartment Allottee fails to exercise the Apartment Allottee's right of termination within the time limit as afore stated, by delivery to the Company of a written notice acknowledged by the Company in this regard then the Apartment Allottee's right to terminate this Agreement shall stand waived off and the Apartment Allottee shall continue to be bound by the provisions of this Agreement.

### **10.4 Failure to deliver possession : Remedy to the Company**

The Apartment Allottee agrees that if the construction and development of the Said Complex is abandoned or the Company is unable to give possession for reasons other than those mentioned in clauses 10.1, 10.2, 10.3 and clause 36 within 31 months (Thirty One Months) from the date of execution of this Agreement or such extended periods as permitted under this Agreement, the Company may terminate this Agreement whereupon the Company's liability shall be limited to the refund of the amounts paid by the Apartment Allottee with simple interest @ 9 % per annum for the period such amounts were lying with the Company and the Company shall not be liable to pay other compensation whatsoever.

However, the Company may, may choose not to terminate this Agreement in which event the Company agrees to pay only to the Apartment Allottee(s) and not to any one else and only in cases other than those provided in Clauses (10.1), (10.2), (10.3) and Clause (36) and subject to the Apartment Allottee not being in default under any term of this Agreement, compensation @ Rs. 5/- per sq. ft. of the Super Area of the Said Apartment per month for the period of such delay beyond 31 months (Thirty One Months) or such extended periods as permitted under this Agreement. The adjustment of such compensation shall be done only at the time of conveyancing the Said Apartment to the Apartment Allottee first named in this Agreement and not earlier.

### **11. Events of Defaults and Consequences**

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

- i) Failure to make payments within the time as stipulated in the schedule of payments as given in Annexure - III and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to IBMS as demanded by the Company, any other charges, deposits for supply of electrical energy/electrical connection or water connection/water supply (water supply), Taxes etc. as may be notified by the Company to the Apartment Allottee under the terms of this Agreement, and all other defaults of similar nature.
- ii) Failure to execute any other deed/ document/ Undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Apartment.
- iii) Failure to take possession of the Said Apartment within the time stipulated by the Company in its notice.
- iv) Failure to execute the conveyance deed within the time stipulated by the Company in its notice.
- v) Failure to execute Tripartite Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for supply of electrical energy / electrical connection or water connection/water supply, or any increases in respect thereof, as demanded by the Company, its nominee, other body or association of apartment owners/association of condominium, as the case may be.

- vi) Failure, pursuant to a request by the Company, in terms of Clause 26 of this Agreement, to become a member of the association of apartment owners of the Said Building / Said Complex or to pay subscription charges etc. as may be required by the Company or association of apartment owners, as the case may be.
- vii) Assignment of this Agreement or any interest of the Apartment Allottee in this Agreement without prior written consent of the Company.
- Viii) Dishonour of any cheque(s) given by Apartment Allottee for any reason whatsoever.
- ix) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space independent of the Said Apartment or usage of the Parking Space other than for parking the Apartment Allottee's vehicle.
- x) Any other acts, deeds or things which the Apartment Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Apartment Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Apartment Allottee.

Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, terminate this Agreement after giving 30 days written notice to the Apartment Allottee specifying the breach therein and requiring of the Apartment Allottee to remedy the breach within the stipulated period of 30 days. The Apartment Allottee agrees that if the default is not rectified within such thirty (30) days, this Agreement shall stand terminated without any further notice or intimation and the Company shall have the right to retain, as and for liquidated damages, the entire Earnest Money along with the interest on delayed payments, any interest paid, due or payable and non-refundable amounts. The Apartment Allottee acknowledges that upon such termination of this Agreement, the Apartment Allottee shall have no right or interest on the Said Apartment and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the Said Apartment and the Parking Space in the manner in which it may deem fit as if this Agreement had never been executed and without accounting to the Apartment Allottee for any of the proceeds of such sale. In the event of the Company electing to terminate this Agreement, any amount which is found to be refundable to the Apartment Allottee over and above the amounts retained as and for liquidated damages such as Earnest Money, interest on delayed payments, any interest paid, due or payable, any non-refundable amount, if any, paid, etc. shall be refunded by the Company only after realizing amount on further sale/resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such termination and refund by the Company by registered post, the Apartment Allottee shall be left with no right, title, interest, claim or lien over the Said Apartment and Parking Space(s) in any manner whatsoever under this Agreement. For the avoidance of any doubt, unless repugnant to the context, the remedy provided herein is in addition to and not in derogation to remedy(ies) provided elsewhere in this Agreement.

## 12. **Conveyance of the Said Apartment**

The Company, its associates or subsidiaries as stated earlier shall execute a Conveyance Deed to convey the title of the Said Apartment in favour of Apartment Allottee only after receiving full payment of the Total Price of the Said Apartment and the Parking Space and payment of all securities including IBMS, deposits and charges for installation and supply of electrical energy and/or deposit for electrical connection or water connection or sewerage connection from the authority if any, interest etc. on delayed installments stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Company from time to time prior to the execution of the Conveyance Deed. In case the Apartment Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company may terminate this Agreement in terms of Clause (11) of this Agreement. The Apartment Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies).

### 13.1 **Maintenance of the Said Building / Said Complex / Said Apartment**

In order to provide necessary maintenance services, upon the completion of the Said Building/Said Complex the maintenance of the Said Building / Said Complex may be handed over to the association of apartment allottees or such other agency/ body/ company/ association of condominium as the Company may deem fit. The Apartment Allottee agrees to execute Tripartite Maintenance Agreement (draft given in VII to this

Agreement) with the Maintenance Agency for the maintenance and upkeep of the Said Portion of Land/the Said Building/the Said Complex. This Agreement shall not be deemed to be executed till the same is signed by all the parties. The Apartment Allottee further undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement and to pay promptly all the Maintenance Charges and other 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 Tripartite 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 clarified that the Company may at its sole discretion hand over the maintenance of the Said Building / Said Complex to any body / association of apartment owners of the Said Building/Said Complex including but not limited to any body / association of condominium of the Said Building/Said Complex as the case may be, at any time before / after the construction of the Said Building / Said Complex is complete either for each building or for the entire Said Complex and the Apartment Allottee specifically confirms his consent to the same. It is further specifically clarified that the draft Tripartite Maintenance Agreement, set out in Annexure VII to this Agreement is merely an indicative Agreement that is proposed to be entered into with the Apartment Allottee for maintenance and upkeep of the Said Building / Said Complex however, if at any time, after having taken over the Said Building / Said Complex, the said association of apartment owners/ condominium of association decides to modify, alter, add, delete any one or more of the terms and conditions of the Tripartite Maintenance Agreement, the Apartment Allottee shall not have a right to raise any objection to the same and shall execute the Tripartite Maintenance Agreement as may be required by the Maintenance Agency or association of Apartment Owners or Association of Condominium or its nominees or assigns. The payment of applicable maintenance Charges will be applicable whether or not possession is taken by the Apartment Allottee.

### **13.2 Interest Bearing Maintenance Security (IBMS)**

In order to secure adequate provision of the maintenance services and due performance of the Apartment Allottee in paying promptly the maintenance charges or other bills as raised by the Maintenance Agency, the Apartment Allottee agrees to deposit, as per the schedule of payment given in Annexure III and to always keep deposited with the Company / Maintenance Agency IBMS calculated at the rate of Rs. 33/- per square ft. of the Super Area of the Said Apartment carrying simple yearly interest as per the applicable bank rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31<sup>st</sup> March calculated from the date of realization of the amount by the Company. In case of failure of the Apartment Allottee to pay the Maintenance Charges and other bills on or before the due date, the Apartment Allottee in addition to permitting the Company to deny the Apartment Allottee the right to avail any maintenance services also authorizes the Company to adjust in the first instance, the interest accrued on the IBMS deposit against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of default, the Apartment Allottee further authorizes the Company to adjust principal amount of the interest bearing maintenance security deposit against such defaults. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs. 33/- per square ft. of the Super Area of the Said Apartment, then the Apartment Allottee hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Company. The Company reserves the right to increase the IBMS from time to time keeping with the increase in the cost of maintenance services and the Apartment Allottee agrees to pay such increases within fifteen (15) days of written demand by the Company. If the Apartment Allottee fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Apartment Allottee authorizes the Company to treat this Agreement as cancelled without any notice to the Apartment Allottee and to recover the shortfall from the sale proceeds of the Said Apartment and the Parking Space(s) and to refund to the Apartment Allottee the balance of the money realised from such sale after deducting therefrom the entire Earnest Money, interest on delayed payments, any interest paid, due or payable, non-refundable amounts and all other dues as set out in this Agreement. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IBMS as stipulated in this clause shall survive the conveyance of title in favour of the Apartment Allottee and the Company /the Maintenance Agency shall have first charge/lien on the Said Apartment in respect of any such non-payment of shortfall/increases as the case may be.

The Company shall at its sole discretion have the right to refund / offer to refund at its sole option in full and final settlement of the IBMS, after adjusting therefrom any outstanding maintenance bills and / or other outgoings of the Apartment Allottee at any time including upon execution of the Conveyance Deed and thereupon the Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IBMS, including but not limited to issues of repayment, refund and / or claims, if any, of the

Apartment Allottee on account of the same. In the alternative, the Company shall have the sole right to transfer to the Maintenance Agency IBMS of the Apartment Allottee, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Apartment Allottee(s) 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 IBMS including but not limited to the issues of repayment, refund and/or claims, if any, of the Apartment Allottee on account of the same and all clauses dealing/concerning IBMS of this Agreement and the Conveyance Deed as far as they are applicable to the Company shall cease to be valid and effective. It is hereby specifically agreed by the Apartment Allottee that transfer of IBMS to the Maintenance Agency shall not be linked in any manner whatsoever to the implementation of the Kerala Apartment Ownership Act, 1983, by the Company for the Said Complex. The Maintenance Agency, upon transfer of IBMS or in case fresh IBMS is sought from the Apartment Allottee(s) shall have the sole right to modify / revise all or any of the terms of the IBMS, Tripartite Maintenance Agreement, including but not limited to the amount / rate of IBMS, etc.

The Apartment Allottee has specifically agreed with the Company that the allotment of the Said Apartment shall be subject to strict compliance of a code of conduct that may be determined by the Company / association of apartment allottees for occupation and use of the Said Apartment and such other conditions as the Company / association of apartment allottees may deem fit from time to time which may include but is not limited to usage of the Said Apartment, operation hours of various maintenance services, general compliances for occupants of the Said Apartment, regulation as to entry / exit of the visitors, invitees, guests, security, interiors/fitouts, etc. It is abundantly clarified that the code of conduct as may be specified by the Company/association of apartment allottees is always subject to change by the Company/association of apartment allottees.

### **13.3 Payment of deposits & charges for supply of electrical energy and Water Supply**

If the Company or the Maintenance Agency decides to apply for and thereafter receives permission, from KSEB (Kerala State Electricity Board) or from any other body/ Commission / Regulator / Licensing Authority constituted by the Government of Kerala for such purpose, to receive and distribute bulk supply of electrical energy in the Said Complex, then the Apartment Allottee undertakes to pay on demand to the Company proportionate share as determined by the Company of all deposits and charges paid/ payable by the Company or the Maintenance Agency to KSEB any other Body/ Commission / Regulatory / Licensing Authority constituted by the Government of Kerala, failing which the same shall be treated as unpaid portion of the Total Price payable by the Apartment Allottee for the Said Apartment and this condition shall survive the conveyance of the Said Apartment in favor of the Apartment Allottee. Proportionate share of cost, incurred by the Company for creating infrastructure like HT Feeder, EHT Sub station etc. shall also be payable by Apartment Allottee on demand. Further the Apartment Allottee agrees that the Company shall be entitled in terms of the Tripartite Maintenance Agreement (draft given in Annexure VII) to withhold electricity supply to the Said Apartment till full payment of such deposits and charges is received by the Company or the Maintenance Agency. Further in case of bulk supply of electrical energy, the Apartment Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Apartment Allottee's rights to apply for individual/direct electrical supply connection directly from KSEB or any other body responsible for supply of electrical energy. An Undertaking in this regard executed by the Apartment Allottee is attached as Annexure - IX to this Agreement. The Apartment Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time.

### **13.4 Fixation of total Maintenance Charges**

The total Maintenance Charges as more elaborately described in the Tripartite Maintenance Agreement (draft given in Annexure VII) Maintenance Charges shall be levied from the date of occupation certificate or the date of allotment, whichever is later and the Apartment Allottee undertakes to pay the same promptly. It is agreed by the Apartment Allottee that the payment of Maintenance Charges will be applicable whether or not the possession of Said Apartment is taken by the Apartment Allottee. The Maintenance Charges shall be recovered on such estimated basis 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 Apartment Allottee. The Apartment Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency.

All bed rooms, living/dinning rooms and kitchen of all apartments in the Said Complex are proposed to be provided with variable refrigerant volume (VRV) air conditioning systems with hi-wall indoor units. The inside condition shall be tentatively maintained under standard parameters at 23.3 degree centigrade (+/- 1 degree centigrade) in all above mentioned rooms except kitchen, where it shall be maintained at 26 degree centigrade (+/- 1 degree centigrade). All entrances halls at entry level shall also be air-conditioned

The Apartment Allottee undertakes to pay at a rate to be determined by the Company/association of apartment allottees / Maintenance Agency for the utilization of the above said air conditioning through energy meters installed by the Company for each apartment and further agrees to pay the fixed and other charges for the said air-conditioning, which may form a part of the Maintenance Charges of the Said Complex or may be billed separately by the Company/association of the apartment allottees / the Maintenance Agency at its/ their sole discretion.

**13.5 Payment for replacement, upgradation, additions of Lifts, DG Sets, Electric Sub-stations, Pumps, Fire Fighting Equipment and other Capital Plants/Equipments.**

As and when any plant & machinery within the Said Complex/Said Building as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the apartment allottees in the Said Building/Said Complex, as the case may be on pro-rata basis as specified in clause 35 of this Agreement. The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Apartment Allottee agrees to abide by the same.

**13.6 Right of Apartment Allottee to use Common Areas and Facilities subject to payment of total Maintenance Charges.**

The Apartment Allottee hereby agrees to purchase the Said Apartment on the specific understanding that Apartment Allottee's right to the use of Common Areas and Facilities as mentioned in Part A and Part B of Annexure -IV and right to exclusive use of Parking Spaces shall be subject to timely payment of total Maintenance Charges as billed by the Maintenance Agency and performance by the Apartment Allottee of all the Apartment Allottee's obligations under this Agreement and the Tripartite Maintenance Agreement.

**13.7 Right to enter the Said Apartment for repairs**

In addition to the Company's /Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities, and Parking Spaces for providing necessary maintenance services, the Apartment Allottee agrees to permit the Company or the Maintenance Agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. Any refusal of the Apartment Allottee to give such right to entry will be deemed to be a violation of this Agreement and the Company/Maintenance Agency shall be entitled to take such actions as it may deem fit.

**13.8 Insurance of the Said Building**

The structure of the Said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the Maintenance Agency on behalf of the Apartment Allottee and the cost thereof shall be payable by Apartment Allottee as the part of the maintenance bill raised by the Maintenance Agency but contents inside Said Apartment shall be insured by the Apartment Allottee at the Apartment Allottee's own cost. The Apartment Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Apartment or any part of the Said Building or cause increased premium to be payable in respect thereof for which the Apartment Allottee shall be solely responsible and liable.

**14. Use of Basement and service areas**

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

**15. Use of the Said Apartment**

The Apartment Allottee shall not use the Said Apartment for any purpose other than for residential use or use the same in a manner that may cause nuisance or annoyance to occupants of other apartments in the Said Building/Said Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Said Apartment which tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to the Said Apartment or anywhere in the Said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Apartment Allottee hereby agrees to indemnify the Company against any action, damages or loss due to misuse for which the Apartment Allottee/ occupant shall be solely responsible.

**16. Use of terraces**

Subject to the other terms of this Agreement, the Company alone shall have the roof right and reserves the right to give on lease or hire any part of the top roof /terraces above the top floor, unless otherwise specifically reserved, of any of the buildings in the Said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Apartment Allottee shall not have a right to object or cause any hindrance to the same or make any claims on this account.

**17. General compliance with respect to the Said Apartment**

The Apartment Allottee shall, after taking possession or after the expiry of period as stipulated in Clause (9.4) be solely responsible to maintain the Said Apartment at the Apartment Allottee's own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Laws or Rules of any Authority or cause detriment to occupants of the Said Building/Said Complex or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable 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 Apartment Allottee further undertakes, assures and guarantees that the Apartment Allottee would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Said Building or common areas. The Apartment Allottees 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 Apartment Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Apartment Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The Apartment Allottee shall plan and distribute the Apartment Allottee's electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Apartment Allottee. The Apartment Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**18. Compliance of Laws, Notifications etc. by Apartment Allottee**

The Apartment Allottee is entering into this Agreement for the allotment of a residential apartment with the full knowledge of all laws, rules, regulations, notifications applicable to residential projects in general and the Said Complex in particular.. The Apartment Allottee hereby undertakes that the Apartment Allottee shall comply with and carry out, from time to time after the Apartment Allottee has taken over the possession of the Said Apartment all the requirements, requisitions, demands and repairs which are required by any development authority /municipal authority / Government or any other competent authority in respect of the Said Apartment / Said Building at the Apartment Allottee's own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

**19. Alterations of unsold units**

The Company shall have the right, without any approval from any Apartment Allottee in the Said Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the Said Building and the Apartment Allottee shall have no right to raise objections or make any claims on this account.

**20. Right of the Company to make additional constructions**

The Apartment Allottee agrees and acknowledges that the Company shall have the right to make additions to or put up additional structures in/upon the Said Building or additional apartment building(s) and/or structures anywhere in the Said Complex/ Said Portion of Land as may be permitted by the competent authorities and such additional apartment building(s)/structures shall be the sole property of the Company which the Company will be entitled to deal with it in its discretion without any interference on the part of the Apartment Allottee(s). The Apartment Allottee agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / stories with the existing electric, water, sanitary and drainage sources. The Apartment Allottee further agrees and undertakes that the Apartment Allottee shall after taking possession of the Said Apartment or at any time thereafter shall have no right to object to the Company constructing or continuing with the construction of the other building(s) / blocks outside/adjacent to the Said Building or inside the Said Complex/Said Portion of Land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure required for the Said Complex is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

**21. Company's right to raise finance**

The Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment / Said Building / Said Complex/ Said Portion of Land subject to the condition that the Said Apartment shall be free from all encumbrances at the time of execution of Conveyance Deed. The company/ financial institution/bank, as the case may be, may always have the first lien / charge on the Said Apartment for all their dues and other sums payable by the Apartment Allottee or in respect of any loan granted to the Company for the purpose of the construction of the Said Building/Said Complex.

**22. This Agreement subordinate to mortgage by the Company**

The Apartment Allottee agrees that no lien or encumbrance shall arise against the Said Apartment as a result of this Agreement or any money deposited hereunder by the Apartment Allottee. In furtherance and not in derogation of the provisions of the preceding sentence the Apartment Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Apartment or excuse the Apartment Allottee from completing the payment of the Total Price of the Said Apartment or performing all the Apartment Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the Conveyance Deed the Said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Apartment Allottee who have opted for long term payment plan arrangement with any financial institutions / banks the conveyance of the Said Apartment in favour of the Apartment Allottee, shall be executed only on the Company receiving no objection certificate from such financial institution / banks.

**23. Company's charge on the Said Apartment**

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

**24. Purchase not dependent on financing contingency:**

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

25. **Kerala Apartment Ownership Act, 1983**

The Apartment Allottee has confirmed and assured the Company that prior to entering into this Agreement the Apartment Allottee has read and understood the Kerala Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Agreement and the Apartment Allottee has further confirmed that the Apartment Allottee shall be bound by the same or any statutory amendments or modifications thereof or the provisions of any other law (s) dealing with the matter.

The Said Apartment and the Said Building after being subject to Kerala Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof, the Common Areas and Facilities and the undivided interest of each apartment owner in the Common Areas and Facilities as specified by the Company in the declaration which may be filed by the Company in compliance of Kerala Apartment Ownership Act, 1983 shall be conclusive and binding upon the Apartment Allottee and the Apartment Allottee agrees and confirms that the Apartment Allottee's right, title and interest in the Said Apartment / Said Building/Said Complex shall be limited to and governed by what is specified by the Company in the said declaration, which shall be in strict consonance with this Agreement and in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the Foot Print of the Said Building in which the Said Apartment is located. It is made clear that the Company shall be the sole owner of the said lands, facilities, amenities and buildings outside the Foot Print of the Said Building and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same in any manner at its sole discretion and the Apartment Allottee shall have no right or claim whatsoever of any sort therein.

26. **Association of Apartment Owners**

The Apartment Allottee agrees and undertakes that the Apartment Allottee shall join association/society of apartment owners as may be formed by the Company on behalf of apartment owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose. An application form for enrolling the Apartment Allottee as a member of such association is attached as Annexure VIII and the Apartment Allottee agrees to execute the same.

27. **Binding Effect**

This Agreement shall become binding on the Company only after the execution of this Agreement by the Company's authorized signatory and dispatch of counterpart of the Agreement to the Apartment Allottee within 30 days after the receipt of the signed Agreement with all the annexures alongwith the payments due as stipulated in the schedule of payments in annexure - III from the Apartment Allottee within 30 days from the date of its first dispatch by the Company to the Apartment Allottee. If the Apartment Allottee(s) fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its first dispatch by the Company, then the Application of the Apartment Allottee shall be treated as cancelled and the Earnest Money paid by the Apartment Allottee shall stand forfeited. If the counter part of this Agreement is not executed by the Company and dispatched to the Apartment Allottee within thirty (30) days from the date of its receipt from the Apartment Allottee, then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Apartment Allottee in connection therewith shall be refunded to the Apartment Allottee without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities against the other.

28. **Assignability of Agreement**

It is specifically clarified by the Company that this Agreement is not assignable and the Apartment Allottee has no right whatsoever to assign, transfer, nominate or convey this Agreement in any manner without prior written consent of the Company which consent may be given or denied by the Company in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the government in force and shall also be subject to the terms, conditions and charges as the Company may impose from time to time in this regard. The Apartment Allottee shall pay to the Company a nomination fee /transfer fee and other applicable charges (such as documentation charges) and shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination/assignment/transfer/conveyance, if so permitted by the Company at its sole discretion. In the event of refusal or denial by the Company for giving permission to the Apartment Allottee for assignment, transfer, conveyance or nomination of the Said Apartment being allotted herein, the Apartment Allottee shall have no right to raise any dispute or claim in any manner at any time. For the avoidance of doubt, it is clarified that if the Apartment Allottee is a partnership firm, then any change in the constitution of the Apartment Allottee; and if the Apartment Allottee is a company, then any change in the shareholding of the Apartment Allottee, shall be deemed to be assignment of this Agreement.

29. **Entire Agreement**

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

30. **Right to amend Annexures**

The Apartment Allottee hereby acknowledges that the information contained in the annexures contained in this Agreement is tentative in nature. The Apartment Allottee further acknowledges that the Company shall have the right to modify/ amend/ change the contents thereof at any time, and the Apartment Allottee shall not have a right to raise any objections with respect to the same.

The draft Tripartite Maintenance Agreement (AnnexureVII) is attached to this Agreement to acquaint the Apartment Allottee with some of the terms and conditions as may be stipulated in this document as and when it is finally executed at the appropriate time to be notified by the Company. The Apartment Allottee consents to the terms and conditions contained in the draft which shall substantially be the same in the final document to be executed at the appropriate time to be notified by the Company. The Apartment Allottee further understands that the Company shall have the right to impose additional terms and conditions or to modify/amend/change the terms and conditions as stated in this draft in the final document to be executed at the appropriate time.

The Company reserves the right to correct, modify, amend or change all the annexures attached to this Agreement at any time prior to conveyancing of the Said Apartment, as deemed necessary by the Company in its sole discretion.

31. **Agreement Specific only to the Said Apartment/Said Complex**

It is clearly understood and agreed by the Apartment Allottee that the provisions of this Agreement, Draft Tripartite Maintenance Agreement, and those contained in other annexures are specific and applicable to apartments offered for sale in the Said Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other apartment(s)/building(s)/project(s) of the Company/its associates/subsidiaries, partnership firms in which the Company is partner or interested.

31A. **Payment of stamp duty and other charges:**

It is clearly understood and agreed by the Apartment Allottee that the stamp duty, registration and any incidental charges relating to and in respect of this Agreement and conveyance shall be borne and paid by the Apartment Allottee only.

32. **Provisions of this Agreement applicable on Occupiers / Subsequent Purchasers**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment/Said Building/Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licencees and/or subsequent purchasers/assignees of this Agreement and the Said Apartment, as the said obligations go along with the Agreement/Said Apartment for all intents and purposes.

33. **Waiver not a limitation to enforce**

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

- (a) The Company may, at its sole option and discretion, without prejudice to its rights as set out in Clauses (4) and (12) of this Agreement, waive in writing the breach by the Apartment Allottee of not making payments as per the schedule of payments given in Annexure III but on the condition that the Apartment Allottee 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 interest @ 18 % per annum only. It is made clear and so agreed by the Apartment Allottee that exercise of

discretion by the Company in the case of one apartment allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other apartment allottees.

- (b) Failure on the part of the Company to enforce at any time or for any period of time the provisions here of shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**34. Severability**

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

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

Wherever in this Agreement it is stipulated that the Apartment Allottee has to make any payment, in common with the other Apartment Allottees in the Said Building/Said Complex, the same shall be the proportion which the Super Area of the Said Apartment bears to the total super area of all the apartments in the Said Building/Said Complex/ Said Portion of Land, as the case maybe.

**36. Force Majeure**

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

**37. Right to join as affected Party**

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

**38. Indemnification**

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

**39. Brokerage**

In case the Apartment Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Apartment Allottee whether in or outside India for acquiring the Said Apartment for the Apartment Allottee, the Company shall in no way whatsoever be responsible or liable therefor and no such commission or brokerage shall be deductible from the amount of Total Price agreed to be paid to the Company for the Said Apartment. Further the Apartment Allottee undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

**40. Further Assurances**

The Apartment Allottee and the persons to whom the Said Apartment or part thereof is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**41. Copies of the Agreement**

Three copies of this Agreement shall be executed and the Company shall retain the original and a copy of this Agreement and send the third executed copy to the Apartment Allottee for the Apartment Allottee's reference and record.

42. **Place of Execution**

The execution of this Agreement will be complete only upon its execution by the Company through its Authorised Signatory at the Company’s Regional Office at Cochin, Kerala after the copies duly executed by the Apartment Allottee are received by the Company. Hence this Agreement shall be deemed to have been executed at Cochin if the Apartment Allottee has prior thereto executed this Agreement at any place(s) other than Cochin.

43 **Notices**

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

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

(Address of Apartment Allottee)

M/s. DLF Homes Developers Limited  
P. D.R. Bhavan,  
Palliyil lane, Foreshore Road,  
Cochin - 682016.

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

44. **Joint purchasers**

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

45. **Right to Transfer Ownership**

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 (s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement as may be decided by the Company in its sole discretion and the Apartment Allottee agrees that the Apartment Allottee shall not have a right to raise any objection in this regard.

46. **Laws of India**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of Kerala and India.

47. **Dispute Resolution by Arbitration**

All or any disputes arising out of or relating to or concerning or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Ernakulam by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Apartment Allottee hereby confirms that the Apartment Allottee shall have no objection to this appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Apartment Allottee confirms that notwithstanding such relationship/ connection, the Apartment Allottee shall have no doubts as to the independence or impartiality of the said sole arbitrator. The Courts at Ernakulam alone and the Kerala High Court at Ernakulam shall have the jurisdiction.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Apartment Allottee(s): (including joint Allottees)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

at \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(to be completed by the Apartment Allottee)

2. Signature \_\_\_\_\_

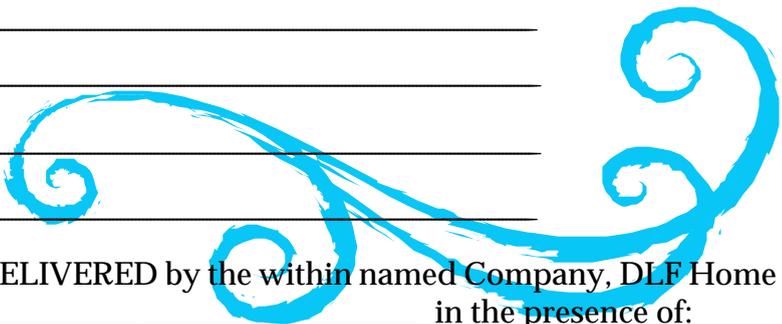
Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph



SIGNED AND DELIVERED by the within named Company, DLF Home Developers Limited, at Kochi on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(FOR AND ON BEHALF OF DLF Home Developers Limited )

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(AUTHORISED SIGNATORY)

## **ANNEXURE-II**

### **DLF RIVERSIDE** **DEFINITION OF SUPER AREA**

Super Area for the purpose of calculating the Sale price in respect of the Said Apartment shall be the sum of Apartment Area of the Said Apartment, its pro-rata share of common areas in the entire Said Building and pro-rata share of other Common areas outside apartment building earmarked for use of all apartment allottees in DLF Riverside which includes the podium, lobby and common toilets etc.

Whereas the Apartment Area of the Said Apartment shall mean entire area enclosed by its periphery wall including area under wall column, balconies, deck, cupboards and lofts etc and half the area of common walls with other premises/apartment, which form integral part of Said Apartment and common areas shall mean all such parts/areas in the DLF Riverside which the Apartment Allottee shall use by sharing with other occupants of the DLF Riverside including entrance lobby, drivers' /common toilet at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts, air conditioning shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, maintenance offices/ stores, security/ fire control rooms, the club, and architectural features, if provided.

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

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Total Price in respect of Said Apartment only and that the inclusion of common areas within Said Building for the purpose of calculating Super Area does not give any right, title or interest in common areas to the Apartment Allottee except the right to use common areas by sharing with other occupants/apartment allottees in the Said Building subject to timely payment of Maintenance Charges.

Super Area and the percentage of Apartment Area to Super Area may undergo changes during construction of Said Building/Said Complex and final Super Area shall be confirmed upon completion of the construction of the Said Building(s).

**ANNEXURE-III**

**SCHEDULE OF PAYMENT**



## ANNEXURE-IV

### COMMON AREAS & FACILITIES

#### **PART A**

List of Common Areas and Facilities for use of Apartment Allottee within :DLF RIVERSIDE, proportionate area of which included in computation of Super Area of the Said Apartment.

- 1) Lobby at Ground Floor.
- 2) Staircases and munties
- 3) Lifts / lift shafts
- 4) Lifts lobbies including lighting, air-conditioning and fire fighting equipments thereof.
- 5) Common passage / corridor including air-conditioning, lighting and fire fighting equipments thereof.
- 6) Lift machine rooms.
- 7) Overhead Water tanks.
- 8) Electrical/ Plumbing / Fire shafts and service ledges.
- 9) Mailroom /Security room/ Drivers' common toilet at Podium.
- 10) Security /Fire control room.
- 11) Maintenance office/ services Areas.
- 12) Exclusive club for the allottees/occupants of DLF RIVERSIDE
- 13) Helipad for fire evacuation.

#### **PART B**

List of General Common Areas and Facilities proposed to be located in the Podium for all apartment allottees in the DLF RIVERSIDE included in computation of Super Area of the Said Apartment.

- 1) D.G. Room / D.G. sets
  - 2) Underground Domestic & fire water tanks and pump room & pumps with accessories.
  - 3) Electric sub-station/transformers
  - 4) Electrical panels.
  - 5) Maintenance stories and circulation areas
  - 6) Sewerage Treatment plant.
  - 7) Air conditioning plant room and equipments.
- } May be located under any building or any Other suitable areas location in DLF Riverside

#### **PART C**

List of general Common areas and facilities within the DLF RIVERSIDE for use of all apartment allottees in DLF RIVERSIDE excluded from computation of Super Area of the Said Apartment.

- 1) Lawn & play areas, including lighting & services etc
- 2) Road & Driveways, including lighting & Services etc
- 3) Fire Hydrants & Fire brigade inlet etc.

That save and except the use of Common Areas and Facilities in Part A, Part B as above, exclusive use of covered Parking Spaces as described in Part D of this Annexure and the undivided pro-rata share in the Foot Print of the Said Building. It is specifically made clear by the Company and agreed by the apartment Allottee that he/ she shall not have any right, title, or interest in any other land(s), areas, facilities and amenities within DLF Riverside as these are specifically excluded from the scope of this

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

#### **PART D**

Parking Space within DLF Riverside individually allotted to the Apartment Allottee for his/her exclusive use is excluded from the computation of Super Area of the Said Apartment. (Parking plan is attached in Annexure VI)

1. Covered car parking spaces on stilt floor level of buildings
2. Covered car parking spaces in podium of buildings
3. Open / Covered Car parking around building(s)

#### **PART E**

It is specifically made clear by the company and agreed by the apartment Allottee that this agreement is limited and confined in its scope only to the said apartment, areas, amenities and facilities as described in Part-A, Part B, Part-C and Part-D of this annexure, the foot print of the said building. It is understood and confirmed by the apartment allottee that all other land(s) areas, facilities and amenities in DLF Riverside are specifically excluded from the scope of this agreement and the apartment allottees agrees that he/ she shall not have any ownership rights, rights of usage, title, or interest in any from or manner whatsoever in such other lands,. Areas, facilities and amenities as these have been excluded from the scope of this agreement and have not been counted in the computation of super area for calculating the total price and therefore, the apartment Allottee has not paid any money in respect of such other land areas, facility and amenities. The apartment Allottee agrees and confirm that the ownership of such other lands areas, facilities and amenities, shall vest solely with the Company, its associates, its subsidiaries and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

- 1) Shops within the said building, if any and / or within the said portion of the land in DLF Riverside
- 2) Areas reserved for Electric sub-stations.
- 3) Areas for telephone Exchange, Telecommunication facilities.
- 4) Areas for sports, recreational facilities, etc
- 5) All areas, building, premises, structures falling outside the periphery/boundary of the said plot of land.

**ANNEXURE-IV**

**TENTATIVE PLAN SHOWING COMMON AREAS, FACILITIES & AMENITIES IN DLF RIVERSIDE**



## ANNEXURE -V

### SPECIFICATIONS

Structure designed for the highest seismic consideration for Zone IV, against Zone III as stipulated by the code, for better safety.

Air-Conditioned apartment with VRV system, hot water supply in toilets and kitchen through Geysers.

#### Living/Dinning/

#### Lobby/Passage

#### Doors

Floor	Imported Marble	Internal Doors	Polished Teak wood/ Painted Hard wood Frame with Stained/ Painted Moulded Skin Door/ Flush Shutters.
Walls	Acrylic Emulsion paint on POP Punning	External doors	Veneered and polished flush on shutter/ Moulded Skin door.
Ceiling	Oil bound distemper		

#### Windows

Powder coated Aluminum Glazings, provisions for mosquito mesh panel in windows only (exc ept in toilets)

#### Bed rooms

#### Electrical

Floor	Imported Laminated wooden flooring/vitrified tiles.	Modular switches and copper wiring. Modular switches of MK/ North West or equivalent make. Power Back-up as mentioned below
Walls	Acrylic emulsion paint on POP punning	Apartment Type Power Backup(not exceeding per Apt) Ranging from 10 KV to 18KV depending upon area of apartment.
Ceiling	Oil bound distemper	DG capacity at 0.80 Load Factor and suitable diversity of 70%.

#### Kitchen

Walls Vitrified Tiles upto 2'-0" Above counter and acrylic emulsion in the balance area

Floor Marble (Udaipur green)

Counter Marble/Granite

Fitting / Fixtures: CP fitting, Double bowl SS sink, Exhaust fan.

#### Security System

Video phone Access Control CCTV for covered Parking area and Entrance Lobby at ground floor. Boom Barrier at entry/ exit at the complex.

Ceiling Oil Bound Distemper

#### Plumbing

Copper piping for water supply inside the toilets and kitchen

**Balcony**

Floor	Combination of one or more Anti SkidVitrified Tiles Indian Marble/Imported Marble/ Stone	<b><u>Sanitary ware / CP Sitting</u></b>  Kohler / Parrywear/ Neycer/ Cera / Hindustan or equivalent brands for the sanitary ware and Jaquar, Gem or equivalent brand for CP fittings.
Ceiling	Exterior paint	

**Toilets**

Walls	Combination of one or more Vitrified Tiles/ Ceramic Tiles/ Marble/ Stone/ Mirror/ Acrylic emulsion.
Floor	Combination of one or more of Vitrified Tiles/ Ceramic Tiles/ Marble/ Stone (Marble in bathing area)
Counter	Marble/ Granite

**Lift Lobby**

Floor: Combination of one or more of  
Indian Marble/Granite/ Terrazo/  
Vitrified Tiles.

Walls Combination of one or more of  
Marble/ Granite/ Stone-cladding/  
Acrylic Emulsion/ wall covering

Fitting / Fixtures Shower Enclosure in Master Bed  
Toilet, Single Lever CP fittings,  
Wall hung WC, Exhaust Fan  
Conventional CP fittings and  
WC in servant's toilet

**Club Facility**

Air conditioned Club with  
Multipurpose Room/ Guest Rooms/  
Restaurant. Health Facility like steam  
/ sauna. Well equipped gym, aerobic  
and yoga centre Separate Kids Area ,  
Billiard/Card Room/TT Hall/  
Squash Court/ Library, Gift Shop,  
Swimming Pool with Change Rooms  
Separate Kid's area.

**Servant Room**

Floor	Terrazzo/ Ceramic Tiles
Walls	Oil Bound Distemper
Ceiling	Oil Bound Distemper

**ANNEXURE-VI**

**TYPICAL FLOOR PLAN AND PARKING PLAN**

**(BEING ATTACHED A SEPARATE BOOKLET)**



**ANNEXURE-VII**

This Draft tripartite maintenance agreement is tentative and the Company/Maintenance Agency reserves the sole right at the time of final execution of the Tripartite Maintenance Agreement to amend/change/modify the terms and conditions contained in this draft as the Company/Maintenance Agency may in its sole discretion deem fit. The Apartment Allottee should sign each page of this draft of tripartite maintenance agreement to indicate the Apartment Allottee's consent to the terms and conditions as contained herein.

**DRAFT**  
**TRIPARTITE MAINTENANCE AGREEMENT**

This Agreement is made on this day ..... of ..... at.....

**AMONGST**

....., a Company registered under the Companies Act, 1956 having its registered office at ..... and head office at..... (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its authorised signatory Shri....., of the First Part.

**AND**

..... a Company incorporated under the Companies Act, 1956/association having its registered office/place of business at ..... (hereinafter referred to as "the Maintenance Agency", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), through its authorised signatory, Shri....., of the Second Part.

**AND**

1. Shri/Smt. \_\_\_\_\_

Son/Daughter/Wife of Shri \_\_\_\_\_

Resident of \_\_\_\_\_

\*2. Shri/Smt. \_\_\_\_\_

Son/Daughter/Wife of Shri \_\_\_\_\_

Resident of \_\_\_\_\_

(\* to be filled up in case of joint purchasers)

(hereinafter singly/jointly, as the case may be, referred to as "the User" which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, 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 "the User" which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors and successors ) of the Third Part acting through its partner authorised by resolution dated \_\_\_\_\_ Shri /Smt. \_\_\_\_\_.

**OR**

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

\*\*Strike out whichever is not applicable

WHEREAS the User has entered into the Apartment Buyer's Agreement (hereinafter defined) for the purchase of the Said Apartment (hereinafter defined) in the Said Complex (hereinafter defined), which complex, is reserved for residential group housing as per the structural plan approved by Greater Cochin Development Authority.

AND WHEREAS the Apartment Buyers Agreement contained a stipulation under clause 13.1 thereof for the provision of the Maintenance Services (hereinafter defined) by the Company/Maintenance Agency on the payment of charges thereof by the User .

AND WHEREAS the User has, in accordance with clause 13.2 of the Apartment Buyers Agreement, deposited and has agreed to always keep deposited IBMS (hereinafter defined) with the Company/Maintenance Agency.

AND WHEREAS the Company, with a view to ensure provision of necessary maintenance services with dedicated focus and transparency through proper accounting and audit procedure, has handed over the maintenance of the Said Building/Said Complex to the Maintenance Agency.

AND WHEREAS on the User's undertaking to abide by the terms and conditions of this Agreement and promptly pay the Maintenance Charges, the Maintenance Agency has agreed to provide the Maintenance Services in accordance with the terms of this Agreement.

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

1. Definitions and Interpretation:

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

**"Agreement"** shall mean this tripartite maintenance agreement alongwith all the annexures and schedules attached thereto;

**"Apartment Buyers Agreement"** shall mean the apartment buyers agreement dated [\_\_\_\_\_] entered into between the Company and the User for the sale of the Said Apartment to the User;

**"Common Areas and Facilities"** shall mean such common areas and facilities within the Said Building/Said Complex which are earmarked for common use by the residents/occupants of the Said Building/Said Complex, and more fully listed out and earmarked in annexure II hereto;

**"Company"** shall have the same meaning as ascribed to such expression in the preamble;

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

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- (b) explosions or accidents, air crashes and shipwrecks;
- (c) strikes, lock outs or any other industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- (e) war and hostilities of war, riots or civil commotion;
- (f) non-receipt of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including delay in issuance of the commencement certificate, intimation of disapproval, occupation certificate, completion certificate and/or any other certificate as may be required;
- (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (h) inability of the Maintenance Agency to perform its obligations under this Agreement by reason of insufficiency of funds due to non-payment of any amounts by the other occupants of the Said Building/Said Complex; or
- (i) any event or circumstances analogous to the foregoing;

**“IBMS”** shall mean an amount calculated @ Rs. .... per sq. ft. of the super area of the Said Apartment, deposited by the User as interest bearing maintenance security with the Company/Maintenance Agency in accordance with the Apartment Buyers Agreement, to ensure prompt payment of the Maintenance Charges and any other charges by the User under this Agreement, The aforesaid amount of IBMS shall carry a simple yearly interest, as per the applicable rates on one year fixed deposits accepted by State Bank of India, at the close of each financial year on 31<sup>st</sup> March, calculated from the date of realisation of amount by the Company and which is to be adjusted/transferred in the manner as provided in the Apartment Buyers Agreement;

**“Maintenance Agency”** shall have the meaning ascribed to such expression in the preamble and shall include any other person/entity to whom this Agreement may be assigned;

**“Maintenance Charges”** shall mean the charges payable by the User to the Maintenance Agency towards the Maintenance Services and as set out in clause 3 hereof;

**“Maintenance Services”** shall mean and include such services as are specified under clause 2 hereof, to be rendered by the Maintenance Agency;

**“Said Apartment”** shall mean the residential apartment no. \_\_\_\_\_ located on \_\_\_\_ floor in the Said Building having a super area of \_\_\_\_sq. mtr (\_\_\_\_sq. feet) along with the exclusive right to use the parking space nos. 1) \_\_\_\_\_ 2) \_\_\_\_\_ within the Said Building/ Said Complex ;

**“Said Building”** shall mean the tower/ building no..... in the Said Complex;

**“Said Complex”** shall refer to the residential complex named DLF RIVERSIDE, which is constructed on the Said Portion of Land, a site plan of which is annexed hereto as annexure - I;

**“Said Portion of Land”** shall mean a land admeasuring 5.12 acres (approx) situated at Poonithura village in Kanayannoor, Taluk, Ernakulam District, Kerala;

**“User”** shall have the meaning ascribed to it in the preamble and include any subsequent transferee(s) of the Said Apartment;

## 2. MAINTENANCE SERVICES AND THEIR SCOPE:

Subject to the terms and conditions of this Agreement and the User’s compliance of the terms of the Apartment Buyers Agreement/conveyance deed executed by the Company of the Said Apartment (as the case may be) and this Agreement including the payment of the Maintenance Charges, the Maintenance Agency shall ensure provision of the Maintenance Services in accordance with this Agreement.

The Maintenance Services shall cover the following:

A. Operation and maintenance of:

- (i) Common Areas and Facilities (as specified in annexure II hereof) including the facilities located/ proposed to be located in the podium/basement (as specified in part B, annexure II hereof);
- (ii) Car parking spaces in the basement/podium(s) or in any other part of the Said Building/Said Complex;
- (iii) Open spaces within the boundary wall of the Said Complex such as maintenance of compound wall, landscaping, electrification of the Said Portion of Land, water supply, sewerage, sewage treatment plant, water treatment plant, swimming pool, filtration plant and equipments, roads, paths and other related services etc. within the boundary wall of the Said Complex;
- (iv) various services in DLF Riverside in which the Said Apartment/Said Building is located;

B. Security services for the Said Building/Said Complex.

C. Insurance of the Said Complex/Said Building including any structure, common equipments in the Said Complex.

D. Repairing and whenever the Maintenance Agency considers it as necessary in order to repair, replacing or renewing any component, structure etc., of the Common Areas and Facilities.

E. Any other services, including but not limited to, maintenance of reserved covered/open/semi-covered car parking spaces allotted for exclusive use of the User, as may be required exclusively by the User or as common services alongwith other users, from time to time.

For the avoidance of doubt, it is clarified that Maintenance Agency may add to, withhold or vary any of the Maintenance Services if the Maintenance Agency considers the addition, withholding or variation to be necessary or desirable even if it increases the Maintenance Charges or if the Maintenance Agency is required to do so by a competent authority.

3. MAINTENANCE CHARGES:

A. **Payment**

The User shall be liable to pay the Maintenance Charges for the Maintenance Services provided/to be provided by the Maintenance Agency or any other person appointed by the Maintenance Agency in this regard. The said charges shall be computed by taking into account, inter-alia, the following costs:

- (a) Entire cost incurred/to be incurred by the Maintenance Agency for rendering the Maintenance Services including:
  - i) the cost of electrical energy and water, payable by the Maintenance Agency to KSEB(Kerala Electricity Board and KWA (Kerala Water authority) for electrical energy and water respectively that will be used in the Common Areas and Facilities; and
  - ii) the cost of operating (including fuel etc.) and maintaining standby DG Set(s).

The resultant net expenditure shall be billed to the User on pro-rata basis in proportion to the super area of the Said Apartment.

- b) The Maintenance Agency shall, bill the actual costs incurred for provision of additional/specific services (including but not limited to operation and maintenance of the car parking spaces allotted for the exclusive use of the User) as may be exclusively required by the User who shall also pay the additional interest free security and other deposits as may be charged by the Maintenance Agency.

These specific / additional services shall be solely to the account of the User or if a number of occupants use the same services then it shall be billed on pro rata basis to be determined by the Maintenance Agency at its discretion and same shall be binding on the User.

It is clarified that entire overheads, administrative costs including the salaries, wages, etc., in relation to the provision of the Maintenance Services shall be charged on pro-rata basis.

For the sake of clarity, the calculation of Maintenance Charges to be billed to the User shall be determined by the following formula:

	Amount (In Rs.)
(i) Entire cost of Maintenance Services provided by the Maintenance Agency	(A)
Add: (ii) Cost of energy [as determined by the bill paid to Kerala State Electricity Board or any other source by the Maintenance Agency for consumption of electricity in the Common Areas and Facilities of the Said Building/Said Complex plus the cost of operation / maintenance of DG Set(s) including fuel etc. ]	(B)

The resultant total shall be divided by the total super area of the Said Complex to arrive at operation / maintenance charges per sq.ft. of the super area which shall be multiplied by the super area of the Said Apartment.

(1) operation/maintenance charges per Sq.ft. =  $A + B$

Total Super Area of all the  
Apartments in the Said Complex

(2) Maintenance Charges to be paid by the User = Maintenance charges per sq. ft. of the super area as per (1) above multiplied by super area of the Said Apartment + costs of providing additional specific services as may be exclusively required by the User or if a number of occupants use the same services then pro rata share of such costs to be determined by the Maintenance Agency.

B. The Maintenance Agency reserves absolute right to increase, revise, modify charges for any of the service(s) to enable the Maintenance Agency to provide necessary Maintenance Services.

Note:

Any charges/rates for the utilization of the air conditioning (through energy meters which may be installed by the Company/Maintenance Agency) in the Said Apartment shall be determined by the Maintenance Agency at its sole discretion and the Maintenance Agency shall have the right to charge and collect the same, either as part of the Maintenance Charges or by billing separately.

If in the event of more than one residential complex sharing the same facility then in that event the cost of operating and maintaining that facility will be shared by the User in the manner determined by the Company at its sole discretion.

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

D. Procedure of billing and payment of Maintenance Charges.

(i) The Maintenance Agency shall, at the beginning of each quarter, raise the bill for Maintenance Charges on the User. The User shall be liable 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 User undertakes to pay the Maintenance Charges as stated in the bill on or before the due date indicated in the respective bills without any reminders from the Maintenance Agency.

(iii) The Maintenance Agency shall charge interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date.

(iv) All payments shall be made by the User through Crossed Cheque/ Demand Draft only, drawn in favour of the ..... payable at Ernakulam and shall be subject to realisation.

E. In the event of delay/default by the User in payment of the Maintenance Charges by the due date, the Maintenance Agency shall have the right to adjust the unpaid amount, in the first instance from the interest accrued on the IBMS and if such accrued interest falls short of the unpaid Maintenance Charges, the Maintenance Agency shall have the right to adjust the same from the principal amount of IBMS.

In case due to the aforesaid adjustment, the principal amount of IBMS falls below the required amount, then the User shall be liable to make good such short fall within fifteen (15) days of demand by the Maintenance Agency, 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.

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

- F. Without prejudice to the right to the Maintenance Agency to recover the Maintenance Charges 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 to the User.
- G. The payment of bill shall not be held up/ delayed even if there are any differences or disputes as to its accuracy. Any such difference or disputes regarding accuracy of the bill shall be separately settled as provided in Clause (7) of this Agreement.
- H. 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 24% p.a. and other charges as provided in this Agreement in case of dishonoured cheques.

#### **4. USER'S OBLIGATIONS**

- (i) The User shall be liable to comply with the provisions of this Agreement including but not limited to timely payment of the Maintenance Charges.
  - (ii) The User shall use the Common Areas and Facilities only in accordance with its permitted use as specified in the Apartment Buyers Agreement and this Agreement. 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. If Maintenance Charges or any part thereof is not paid regularly, the User agrees that the User shall lose the right to use any of the Common Areas and Facilities and other services.
  - (iii) The User shall, solely, be responsible for insuring the contents within the Said Apartment at the User's own cost, risk and responsibility. Further, the User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Said building/Said Complex or cause increased premium to be payable in respect thereof.
  - (iv) The User shall maintain the Said Apartment at the User's own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Apartment, or to the Said Building, or to the Common Areas and Facilities which may constitute violation of any law or rules of any authority or cause detriment to occupants of the Said Building/Said Complex or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. The User further undertakes, assures and guarantees that the User would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Said Building or common areas. The User shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the User shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the Common Areas and Facilities including the common passages or staircase of the Said Building. The User shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The User shall plan and distribute the User's electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Maintenance Agency, without prejudice to other rights and remedies which it may have, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the User. The User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard.
  - (v) The User shall also be liable to bear, as and when any plant & machinery within the Said Complex/Said Building as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof on pro-rata basis. The User acknowledges that the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof.
- 5. Limit On The Responsibility OF the Maintenance Agency**
- i) The Maintenance Agency makes it clear to the User that the provision of Maintenance Services may be done by the Maintenance Agency through various outside agencies under separate agreements to be entered into with them. The Maintenance Agency 's responsibility will be limited only to the

extent of supervision of these agencies' work and to ensure that their operation is in conformity with the agreement executed by them and to replace an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services.

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

## 6. GENERAL

- (i) The Maintenance Agency shall have the right to assign this Agreement or any part thereof to any other person/entity as it may deem fit.
- (ii) All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.
- (iii) The Maintenance Agency shall retain the original of this Agreement and the User shall be provided with a duplicate copy thereof.
- (iv) The failure of the Maintenance Agency to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.
- (v) If any provision of this Agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.
- (vi) This agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/ correspondence and agreements between the parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by parties that the terms of this Agreement shall be read in consonance and not in derogation of the Said Agreement. Unless otherwise provided, this Agreement shall not be changed or modified except in writing and signed by the parties hereof.
- (vii) Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.
- (viii) The Maintenance Agency shall not be held responsible or liable for not performing its obligations under this Agreement due to Force Majeure or for any other reasons beyond the control of the Maintenance Agency.
- (ix) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising thereunder shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.

## 7. Dispute Resolution by Arbitration:

In the event of any differences or disputes arising between the Maintenance Agency and the User 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 Maintenance Agency and the User, the matter shall be referred to arbitration of sole arbitrator to be appointed by the Maintenance Agency and whose decision shall be final and binding upon the parties. The User hereby confirms that the User shall have no objection to this appointment even if the person so appointed, as the arbitrator, is an employee or advocate of the Maintenance Agency or is otherwise connected to the Maintenance Agency and the User confirms that

notwithstanding such relationship/connection, the User shall have no doubts as to the independence or impartiality of the said arbitrator. Reference to arbitration shall be without prejudice to the right of the Maintenance Agency to effect recovery of arrears of dues (through disconnection of supply or otherwise). The arbitration proceedings shall be held at an appropriate location in Cochin alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto. The Courts at Ernakulam alone and/or High Court at Kerala alone shall have the jurisdiction.

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

**WITNESSES:**

1. Signature \_\_\_\_\_ For and on behalf of  
 Name \_\_\_\_\_ M/s. \_\_\_\_\_  
 Address \_\_\_\_\_ (AUTHORISED SIGNATORY)  
 \_\_\_\_\_ For and on behalf of  
 \_\_\_\_\_ M/s. \_\_\_\_\_ Ltd.  
 (to be completed by the Apartment Allottee) (AUTHORISED SIGNATORY)

2. Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_ Mr./Mrs./M/s. \_\_\_\_\_  
 \_\_\_\_\_  
 [User(s)]

**ANNEXURES**

- 1. Annexure-I : Site Plan
- 2. Annexure - II : List of common areas and facilities alongwith the site map showing the same.

**ANNEXURE- II**

**PART - A**

List of Common Areas and Facilities for use of the User within the Said Complex

- 1) Lobby at Ground Floor.
- 2) Staircases and munties
- 3) Lifts / lift shafts
- 4) Lifts lobbies including lighting, air-conditioning and fire fighting equipments thereof.
- 5) Common passage / corridor including air-conditioning, lighting and fire fighting equipments thereof.
- 6) Lift machine rooms.
- 7) Overhead Water tanks.
- 8) Electrical/ Plumbing / Fire shafts and service ledges.
- 9) Mailroom /Security room/ Drivers' common toilet at Podium.
- 10) Security /Fire control room.
- 11) Maintenance office/ services Areas.
- 12) Exclusive club for the allottees/occupants of DLF RIVERSIDE
- 13) Helipad for fire evacuation.

- 14) Lawn & play areas, including lighting & services etc
- 15) Road & Driveways, including lighting & Services etc
- 16) Fire Hydrants & Fire brigade inlet etc.
- 17) Covered car parking spaces on stilt floor level of buildings
- 18) Covered car parking spaces in podium of buildings
- 19) Open / Covered Car parking around building(s)

**PART B**

List of Common Areas and Facilities proposed to be located in the Podium for all users in the Said Complex

- 1) D.G. Room / D.G. sets
- 2) Underground Domestic & fire water tanks and pump room & pumps with accessories.
- 3) Electric sub-station/transformers
- 4) Electrical panels.
- 5) Maintenance stories and circulation areas
- 6) Sewerage Treatment plant.
- 7) Air conditioning plant room and equipments.



**ANNEXURE-VIII**

**APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION**

(To be filled up by Apartment Allottee)

From:

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

To,

The Secretary,  
DLF Riverside Apartment Owners Association,  
DLF Riverside,  
Vytila, Kochi.

Sir,

I have entered into an Agreement with M/s. DLF Home Developers Limited. to purchase an Apartment No. .... on ..... floor in Tower /Building No..... in DLF Riverside.

Please enroll me as a member of DLF Riverside Apartment Owners Association and I herewith remit a sum of Rs. .... towards entrance fee of the said Association.

Kindly let me know the annual subscription fee to be paid and also let me have a copy of the bye-laws of the apartment owners Association.

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

Thanking you,

Yours faithfully,

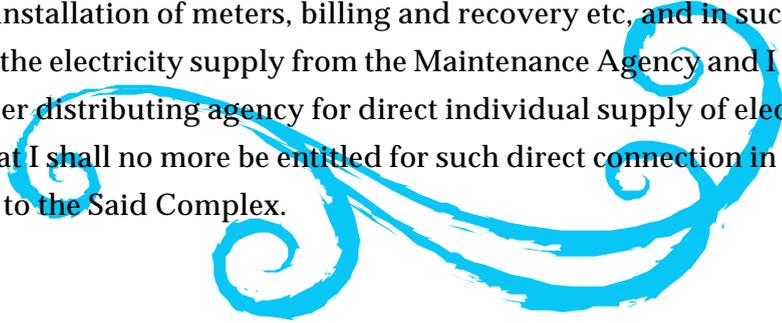
( \_\_\_\_\_ )X  
Member

**ANNEXURE -IX**

**UNDERTAKING**

I.....son/wife/daughter of  
Shri..... resident of  
.....have been allotted apartment  
no.....on.....floor,..... in..... Block..... in DLF Riverside

(Said Complex). I understand that M/s..... (The Maintenance Agency) is entrusted with the task of providing maintenance services to the entire Said Complex which may in sometime in future include the supply of electricity to all the apartment owners for which purpose the Maintenance Agency may apply for permission to receive bulk electricity supply and distribute it to the various apartment owners. The Maintenance Agency has informed me that in case they receive the permission for bulk supply of electricity, they shall be responsible for receiving and supplying the electricity supply in the Said Complex, for sanctioning electricity load, for installation of meters, billing and recovery etc, and in such an eventuality I am agreeable to receive the electricity supply from the Maintenance Agency and I undertake that I shall not apply to any other distributing agency for direct individual supply of electric power thereafter and I understand that I shall no more be entitled for such direct connection in view of the release of bulk electric supply to the Said Complex.



X \_\_\_\_\_  
Apartment Allottee

PREPARED BY .....

LEGAL DEPTT.....

CHECKED BY .....

BROKER NAME, IF ANY .....

AUDITED BY .....