

**BEFORE THE  
COMPETITION COMMISSION OF INDIA**

**CASE NO.19/2010**

**Dated : 3rd January, 2013**

**IN THE MATTER OF :**

**BELAIRE OWNERS' ASSOCIATION        .... INFORMANT**

**VS.**

**DLF LTD.                                        .... OPPOSITE PARTY-1**

**HARYANA URBAN DEVELOPMENT        .... OPPOSITE PARTY-2  
AUTHORITY**

**DEPARTMENT OF TOWN & COUNTRY    .... OPPOSITE PARTY-3  
PLANNING, STATE OF HARYANA**

**Through:- Shri Vaibhav Gaggar, advocate for informant and  
Shri Ravinder Narain, advocate for opposite party no.1**

**Supplementary Order u/s 27 of the Competition Act, 2002**

The Commission vide its order dated 12<sup>th</sup> August, 2011(the order) in above case had held DLF Ltd. as a dominant enterprise in the geographic area of Gurgaon in the relevant market. The Commission found that DLF Ltd. had abused its dominant position and violated the provisions of Section 4 of the Competition Act, 2002(the Act) as DLF had made the flat owners i.e. members of the Informant association to sign a highly abusive apartment buyers agreement. In para 12.90 of its order, the Commission had noted a number of clauses of the agreement as examples of abusive nature. The Commission observed in para 12.91 that DLF Ltd. had made it clear to the allottees that no alterations/modifications were to be made in the said agreement by the allottees. The Commission in para 12.95 had observed regarding commencement of project without sanction/approval, increase in number

of floors midway, increase of Floor Area Ratio(FAR) and density per acre(DPA), inordinate delay in completion and possession, forfeiture of amounts, etc. etc. The Commission found that the clauses of the agreement were biased in favour of DLF Ltd. In para 12.101, the Commission observed that certain clauses in the agreement gave DLF a sole discretion in respect of making changes in zoning plans, usage pattern, super area, carpet area and for alteration of structure and even a case of change of location of apartment and if a refund became due, no interest was payable by the builder. No rights had been given to buyers for raising objections. Even if the buyers had paid full amount, the builder could create mortgage on the property of the buyers for raising finance for its own purpose. DLF Ltd. inserted such clauses which made exit next to impossible for buyers. In case of delay by the builder, DLF Ltd. was to pay compensation of Rs. 5 per sq. feet per month equivalent to about 1% per annum interest, while in case of delay in payment by the buyer, the interest charged was 15% per annum for the first 90 days and 18% thereafter. The Commission came to conclusion that the conduct of DLF Ltd. was unfair in terms of section 4 and was being carried out by it because of its being a dominant enterprise and amounted to abuse of dominance

2. Having arrived at this conclusion, the Commission had considered as to what should be the appropriate order in this case. The Commission considered the provisions of section 27 of the Act which empowered the Commission to pass an appropriate order as mentioned in section 27 (a) to 27 (g). The Commission considered that since the findings of the DG and the Commission showed a violation of section 4 of the Act by DLF, thus those provisions of section 27 could be applied which pertained to abuse of dominance. As such, the Commission concluded that it could pass orders under all or any of the provisions contained in section 27(a), 27 (b), 27 (e) and 27(g). The Commission was of the opinion that section 27(a), 27 (e) and 27(g) related to contravention of both sections 3 & 4 while section 27(d) related to contravention of section 3. Having regard to this aspect, the Commission considered it appropriate to pass an order imposing penalty on DLF and give directions under section 27(a) to DLF. The Commission therefore gave following directions:-

(i) to cease and desist from formulating and imposing such unfair conditions in its agreement with buyers in Gurgaon.

(ii) to suitably modify unfair conditions imposed on its buyers with regard to above within three months of the date of receipt of the order.

The Commission left it to DLF to suitably modify unfair conditions imposed on its buyers expecting that the modified agreement shall be finalized by DLF in consultation with buyers keeping in view of the findings and observations of the Commission. The exact terms and conditions of the agreement were not formulated as it involved specific contract with each buyer in respect of service/goods to be provided by the DLF and freedom was given by Commission to the parties to enter into mutually agreed contract. It was expected that in each such agreement DLF shall properly define the product/service as it was having exact spaces/carpet areas/common areas/dimensions etc. applicable in respect of that buyer and it shall clearly state all requisite clearances which it had obtained at the time of entering agreement. It was also expected that it shall state the cost of the product/service to the buyers with no hidden and indirect charges and it shall also clearly lay down the delivery schedule stage wise. It was also expected that one sided clauses shall be suitably modified so as to remove the abuse of dominance.

3. Against 12.8.2011 decision of the Commission, DLF preferred an appeal before Competition Appellate Tribunal (COMPAT). COMPAT vide its order dated 29/03/2012 remitted the matter, along with the draft modified terms & conditions submitted by the parties, to the Commission directing the Commission to pass an order under section 27(d) specifying the extent and manner in which the terms and conditions of the Agreement need to be modified. Further, COMPAT in its order dated 21.05.2012 observed that in order to carry out suitable modifications in terms and conditions of the Agreement, it would be imperative to first determine the manner and extent of such modifications in terms of the order dated 12.08.2011 and only then such modifications could actually be carried out. It was further observed that the direction to 'suitably' modify the unfair terms and conditions was interminably linked to the question whether the terms and conditions were indeed unfair and, therefore, need to be 'suitably' modified. The question of correctness of the findings of the Commission will, therefore, depend on the whole gamut of the conclusions arrived at by the Commission; the foundation and the basis on which the same have been arrived at, as well as the manner and extent of the modifications which they have so directed which need to be carried out.

4. The Counsel for informant argued that the Commission should consider the whole Agreement for modification in view of its findings in the final order dated 12/08/2011. He contended that from the observations of the Commission it was clear that abusive conditions of the Agreement mentioned in the final order dated 12/08/2011 were some of the examples only. Thus, the entire agreement was required to be examined and appropriate amendments/modifications were required to be suggested by the Commission in terms of directions of COMPAT. On the other hand, the Counsel for OP-1 argued that conclusions arrived at by the Commission in the final order dated 12/08/2011 were enumerated in paragraph 12.90 under subparagraphs (i) to (xvi) (in the case of Belaire project). The so-called abusive clauses were thus limited and the Commission was expected to suggest modifications to only those terms & conditions of the Agreement which were specifically declared to be abusive and in contravention of the provisions of section 4(2) (a) (i) of the Act. Demand of informant for suggesting modifications to other terms and conditions by the Commission was not valid as there were no specific findings qua other clauses of agreement in the final order dated 12.08.2011 of the Commission. He even argued that since the project stands completed and possession given, no modification in the agreement was at all necessary.

5. Before considering the modifications to be made in the clauses of the agreement, it is necessary to know relevant provisions of applicable laws for the development of a housing project in Gurgaon, Haryana and the place and role of a builder and buyer under the law. It is quite necessary to have a clear view of the laws applicable to both the parties and their respective rights in order to give directions in respect of preventing/stopping abuse of dominance and to indicate the extent and manner of modification of an agreement governing their *inter se* rights and obligations.

6. The main Act which governs development of group housing colonies by a coloniser in Haryana is the Haryana Development and Regulation of Urban Areas Act, 1975 (Act of 1975) coupled with the Haryana Development and Regulation of Urban Area Rules, 1976( Rules of 1976). Under section 3 of the Act of 1975, an owner of land desirous of converting it into a colony /group housing, can make an application to the Director, Town & Country Planning, Haryana(the Director) for grant of a licence to develop it as such. All the provisions of the Act of 1975 and the

Rules of 1976 are, therefore, applicable, whenever a group housing colony like the one which is subject matter of this case is sought to be developed in the State of Haryana. Apart from this, after the development of group housing, all the residential units are to be transferred to the allottees under the Haryana Apartment Ownership Act, 1983 (Act of 1983) and thus this Act and Rules thereunder are also equally applicable to the builders as well as to the apartment owners. Since the Group Housing Colony has to be a residential colony within an urban area, the Haryana Urban Development Authority (Erection of Buildings) Regulations, 1979 (Regulations of 1979) regarding FAR and other provisions like providing car parking space etc. are also mandatory.

7. A perusal of the applicable laws on development of group housing colonies in the State of Haryana would show that following are mandatory requirements:-

- (i) Maximum permissible coverage is 33.33% of the total site on ground and subsequent floors or 35% of the site on ground floor and 30% on subsequent floors (Compendium of Haryana Building Bylaws & Urban Development Regulations by V.K. Puri P.1.81 to 1.87).
- (ii) Maximum permissible FAR (as applicable in 2009) was 175% of the site area on which Group Housing Complex is developed (Compendium of Haryana Building Bylaws & Urban Development Regulations by V.K. Puri P.1.81 to 1.87).
- (iii) 1.5 equivalent car space (ECS) for each dwelling unit had to be provided by the builders and a minimum of 75% of this should be in the form of covered parking (Compendium of Haryana Building Bylaws & Urban Development Regulations by V.K. Puri P.1.81 to 1.87)..
- (iv) Section 3 (5) of the Act of 1975 provides that a colony may comprise of one or more licences with contiguous land pockets. Therefore, each licence has to be in accordance with the bye-laws and rules regarding FAR and parking as well as open areas, external development and internal development.
- (v) Under Rule 4 of Rules of 1976, in the lay out plan of a residential colony of plots, the land reserved for roads, open spaces, schools/public and community buildings and other common use area cannot be less than 45% of

the gross area of the land under the colony. Director, Town and Country Planning, Haryana Government has discretion to reduce this percentage to 35% if in his opinion the planning requirement and size of the colony justify the same. However, he has to record reasons for reducing this percentage.

- (vi) The coloniser/ builder only acts as a developer. Once he has developed a Group Housing Complex and the apartment owners have paid the cost of External Development Charges (EDC), price of apartment and other charges, the builder is not supposed to have any right or concern left in the property. This is clear from the fact that under Rule 11 of the Rules of 1976, the builder after development of roads, drainage, sewage, water supply and electricity inside the colony has to maintain it only for a period of five years or till the association of plot owners takes the responsibility and release the builder of the maintenance responsibility. Similarly, the builder is supposed to pay EDC proportionate to the area of the colony/dwelling group housing unit to the Govt. for development of main lines of road, drainage, sewage, water and electricity. A builder is to give undertaking to construct, at his own cost or get constructed by any institution or individual, schools, hospitals, community centres and community buildings on the land set apart for this purpose or undertake to transfer to the Govt. or the local authority, free of cost, at any time, such land earmarked for constructing community buildings.(in case they are not constructed) and the Govt. would be at liberty to transfer such land to any persons or institution.
- (vii) It is specifically provided under the Act and the Rules that the internal development of the colony shall include markets, road and paved foot paths and properly turfed open spaces with plantation of trees, street light, water supply, sewers and drains, both for storm and sullagewater with provision for their treatment and disposal (Rule 5 of Rules of 1976).
- (viii) Under Section 7 of the Act of 1975, there is a prohibition on the coloniser/builder as well as on property dealer from issuing any advertisement in respect of the colony regarding transfer of plots or apartments without obtaining licence under section 3. There is also prohibition on receiving any amount in respect thereafter or to erect any building or re-erect building in

respect of which a licence under section 3 has not been granted. It is further provided in section 5 that 30% of the amount realised from the plot owners from time to time shall be deposited by the builder in a separate account to be maintained in a scheduled bank and this amount shall be utilised only for meeting the cost of internal development of the colony. The remaining 70% of the amount is to be retained by the coloniser to meet the cost of land and development works. This provision requires the coloniser to maintain account of the amount kept in the scheduled bank. It is only after the internal development works have been completed to the satisfaction of Director, the rest/balance amount can be withdrawn by the coloniser.

A coloniser intending to set up group housing colony has to enter into an agreement with the Director, Town and Country Planning, Haryana in Form LC IV(a) which mandates that adequate health, recreational and cultural amenities in accordance with norms and standards provided in respective development plan of the area are to be provided by the coloniser. The coloniser has to ensure that dwelling unit is sold or leased by him in accordance with the provisions of Haryana Apartment Ownership Act, 1983 with common areas and facilities. Common areas of the plot of land on which Group Housing Colony is developed, in fact, belong to and are meant for the common use of apartment owners and once the apartments are sold, all the common areas and facilities vest jointly in apartment owners and are to be maintained by apartment owners by forming an association in terms of the laws laid down by Haryana Govt.

- (ix) The coloniser has to sign an agreement with the Haryana Govt. that he shall derive maximum net profit only of 15% of the total project cost of the development of colony after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project, the surplus amount either has to be deposited with the State Govt. treasury within two months of the completion or he has to spend this money on further amenities /facilities in the colony for the benefit of residents.

Further, the Act of 1983 was enacted to provide for ownership of individual apartments and make ownership rights as transferable for the promotion of group

housing in the State of Haryana. As per Section 5 of the Act, owner of every apartment, as defined in the Act, is required to execute and get registered a conveyance deed. 'Apartment' in the Act of 1983 has been defined in section 2(a) as a part of a property intended for any type of independent use, as may be prescribed, with a direct exit to a public street, road or highway or to a common area leading to such street, road or highway. 'Apartment owner' has been defined as the person or persons owning an apartment and having undivided interest in the common areas and facilities in the percentage specified and established in the declaration.

7.1 Under the Act of 1983, 'common areas and facilities', unless otherwise provided in the declaration or lawful amendments thereto, means:-

- i) the land on which the building is located;
- ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors lobbies, stairs, stair ways, fire escapes and entrances and exits of the building;
- iii) the basements, cellars, yards, gardens, parking area and storage spaces;
- iv) the premises for the lodging of janitors or persons employed for management of the property;
- v) installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;
- vi) the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;
- vii) such community and commercial facilities as may be provided for in the declaration; and
- viii) all other parts of the property necessary or convenient to its existing maintenance and safety or normally in common use.

7.2 Section 18 of Act of 1983 regarding 'separate assessment' mentions that notwithstanding anything to the contrary contained in any law relating to local authorities, each apartment and its percentage of undivided interest in the common area and facilities appurtenant to such apartment (being an apartment subject to the provisions of the Act) shall be deemed to be separate for the purposes of

assessment to tax on lands and buildings liable under such law and shall be assessed and taxed accordingly. The building, the property or any of the common areas and facilities shall not be deemed to be separate property for the purpose of the levy of such tax.

8. Thus the development model of the colonies /group housing societies can be discerned from above-mentioned Acts, Rules, Regulations and Norms and annexures to the Rules in the form of bilateral agreement to be executed between colonizer and Govt., and the control to be exercised under the Act by the Director.

9. Judgment of Supreme Court in 'Nihal Chand Lallu Chand Pvt. Ltd. vs. Pancholi Cooperative Housing (AIR 2010 SC 3607)' also has bearing. In the judgment, it was held that garage is not an independent unit by itself, but is an appurtenant or attachment to flat within the meaning of Section 2(a-1) of Maharashtra Ownership Flats(Regulations of Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA). Open to sky-parking area or stilted portion usable as parking space was not garage within the meaning of Section 2(a-1) of the Act and not sellable independently as flat or along with flat. However, promoter was entitled to charge price for common areas and facilities from each flat purchaser in proportion to carpet area of flat. Further, the Act mandated the promoter to describe common areas and facilities in advertisement as well as agreement with flat purchaser and indicate price of flat including proportionate price of common areas and facilities. Stilt parking space could not cease to be a part of common areas and facilities merely because promoter had not described the same as such in advertisement and agreement with flat purchaser. Promoter had no right to sell any portion of such building which was not 'flat' within the meaning of section 2(a-1) of the Act. He had no right to sell stilt parking spaces as these were neither flat nor apartments or attachment to flat. Hon'ble Supreme Court also observed in this Judgment that the rights arising from the Agreement signed under the MOFA between the promoter and the flat purchasers cannot be diluted by any contract or undertaking to the contrary. The undertaking contrary to Development Controlled Regulations for Greater Bombay 1991(DCR) will not be binding either on the flat purchasers or the Society. It is to be noted that provisions of MOFA 1963 are similar to Haryana Act of 1983.

10. In the light of the above judgment of the Supreme Court, applicable Acts and Rules and development model of the Group Housing societies envisaged under law, the agreement executed between DLF Ltd. and members of the informant Belaire Owners' Association is to be considered and looked upon by the Commission for the purpose of suggesting modifications so that there are no abusive clauses. Several clauses of the agreement are interwoven and have impact on other clauses. Modification of one would necessitate modification of other. The Commission therefore had to consider modifications wherever it found clause of the agreement was abusive.

11. The Commission thus considered all the clauses of the Buyer's Agreement. The reasons for proposed modification are given hereunder. The modifications suggested have been given in tabular form at the end opposite the existing clause.

12. The recitals in the agreement form two parts (i) Companies' representations as (A) to (G) and (ii) Allottees' representations as (I) to (M). In recitals, the company had stated that it was having an approved lay out plan of Phase V in DLF City and was presently having an area of 527.9435 acres under its control and it was likely to have more areas concerning this Phase V and the lay out plan of Phase V shall accordingly get changed as and when the new areas acquired by it and approved by Director, Town and Country Planning, Haryana. The allottees shall have no objection and give their consent to the company for the purpose of making necessary changes in the lay out plan of Phase V as and when new areas are included in the lay out plan as annexed to the agreement and the same shall stand automatically changed and the new lay out plan as drawn by the company and approved by the Haryana Govt. shall form part of the agreement. Admittedly, the rights of the allottees have been restricted to Belaire Group Housing Complex only. The reference to phase V Belaire agreement is unnecessary and may have potential of being abused. Recital 'D' made it clear that the agreement was confined and limited in its scope only to this Group Housing Complex (Belaire) to be constructed by the company on the portion of land delineated in Annexure I and IA of the agreement. However, neither Annexure I nor I A gives the area of land of Belaire Complex, nor the area of 6.67 acres given in agreement is in conformity of FAR norms.

Every Group Housing Scheme/Complex has to comply with all Rules and Regulations in respect of Group Housing Complex. These Rules and Regulations are mandatorily required to be followed by the coloniser/ builder. The recitals have been framed in such a manner as if the company was not bound by the Rules and Regulations concerning Belaire Group Housing Complex and only allottee was bound by the Acts, Rules and Regulations. The rights vested in the allottees cannot be taken away by DLF unilaterally as mentioned in the recitals of the agreement. The Commission consider that the recitals be modified as given in the annexed modification. The reference to phase V be limited only for information purpose. The layout plans etc. should refer to Belaire Project. The recitals should specify title of company over project level and obtaining necessary licences from competent authorities and representations of parties to abide by relevant laws.

13. The counsel for the company had vehemently argued that the rights of the allottee are limited to only flat/apartment and the proportionate right in the land at the footprint of the tower in which the apartment is situated. The allottee had no right of ownership over the land and every inch of the place outside the apartment belonged to the company and the right of the allottee was limited only to use of open areas as may be permitted by the company on payment of maintenance charges. This stand of the company is contrary to law and highly abusive. The apartment owners of a complex jointly become owner of the entire land of which FAR is utilised for construction of the complex. The land area and common facilities belong exclusively to the apartment owners as per the Law and Rules discussed above and no right of the company is left in the land area. It is also clear from explanation given to clause 1.1 and Clause 2 of the existing agreement wherein the company has made it categorically clear to the apartment owners that apart from the cost which the company was charging on per sq. feet of super area, the allottee was liable to pay additional price proportionate to the share in the taxes which are payable by the company or its contractor by way of value added tax, sales taxes (Central and State), works contract, service tax, education cess or any other taxes by whatever name called in connection with construction of the complex and the property of the complex. It is clear from this that all taxes including the tax in respect of the land area of which FAR is used and apartments are constructed are to be borne by the allottees jointly in proportion to the super area purchased by them. The company is

not to bear burden of any State Tax or Central Tax in respect of the GH complex. The company cannot claim ownership of even an inch of the open area of the land of the complex. The entire land area of the complex falls under joint ownership of the allottees. The ownership is indivisible and the allottees have a right to manage the same by forming an association and can tell the company to move out of the area with lock stock and barrel. Thus, the company's argument that it retains ownership rights over the open area even after sale of apartments is not tenable and all such clauses in the agreement put by the company giving it a claim/ right over the open areas/ common areas, etc. amounted to abuse of dominance and this abuse can be removed by modifying the abusive clause and providing in the agreement about the obligation of the company to abide by the Laws, Rules and Regulations as applicable to a Group Housing Complex. It would be worthwhile to mention that for making a Group Housing Complex, the maximum FAR applicable in 2009 was 175%. The restriction on number of storeys /floors was, however, removed. The company on removal of this restriction raised the height of the building from 19 floors to 29 floors using the same footprint and same Bellaire area. However, since the FAR was only 175%, the land area/open area for the Complex would have to be commensurate with total super area of all the apartments in all 29 floors. As per the calculations made by the informant, which have not been disputed by the company (and the company has not come up with its own calculations) the total land area on which the Bellaire Complex of 29 floors could be constructed as per FAR was 20.885 acres.

14. The allottees of Bellaire Complex jointly would have, therefore, undivided ownership rights over land area in ratio of FAR inclusive of the footprint of the building and not alone on the footprint of the building as is asserted by the company in the agreement. The abuse in different clauses of the agreement could only be removed by specifying the land area of GH complex Bellaire as per FAR ratio. However, if the company has already deprived the allottees of land area, by abusing its dominance and curtailed the land area, the allottees' right to claim compensation as per law shall be there.

Similarly open parking and parking under stilt are part of common areas and are not sellable separately independently or along with flat. Open parking do not cease to be a part of common areas and facilities merely because DLF had not described the same as such in advertisement and agreement with flat purchaser.

Promoter had no right to sell any portion of Belaire GH Complex which was not a flat or apartment. Hon'ble Supreme Court observed that rights arising from relevant laws cannot be diluted by any contract or undertaking to the contrary. Accordingly, the relevant clauses of the agreement need modification and suggested modifications are given in clause 1.1 of the table given below.

15. In the order, the Commission had observed that when an allottee does not get preferential location, he only gets the refund/adjustment of amount at the time of last instalment without any interest. The preferential location charges were imposed and charged by the company @ of Rs.300 per sq. feet of the super area. The Commission considers that in case the allottee does not get apartment with preferential location, the amount taken by the company for preferential location should be returned to the allottee with a reasonable rate of interest from the date of the payment of the amount till the date amount is returned to the allottee. The rate of interest should be commensurate with rate of interest being charged by the company from allottee on delayed payments. If the amount is adjusted against the balance payment payable by the allottee, it should be adjusted alongwith interest. The suggested modification is given in clause 1.5.

16. In the order, the Commission observed that DLF enjoyed unilateral right to increase or decrease super area at sole discretion without consulting allottees who, nevertheless, were bound to pay additional amount or accept the reduction in area. When the construction of a multi storey building is envisaged, the plans are drawn on drawing board. Most of the group Housing Complexes are sold on the basis of the plans drawn on drawing board. Super area and the actual apartment area are two different concepts. The apartment area is the area which is exclusively enjoyed by the apartment owner. It includes carpet area plus area under the walls of the apartment, while super area is the sum of apartment area and common areas which the allottee enjoys along with other apartment owners. This area is inclusive of lift area, staircase area and other entrance areas, etc. Most of the times, the actual building and the drawing board plans match with each other and the building is constructed in accordance with the construction plan as approved by authorities in advance. However, there may be instances where at the time of actual construction, certain minor changes are required to be made in some of the drawing board plans and the building is constructed slightly different from the drawing board plan but it,

more or less, conforms to the drawing board plan. In such a case, there may be either minor (say  $\pm 2\%$ ) increase or decrease in the super area as well as the carpet area of each apartment. However, the company if substantially changes the lay-out plan resulting, in more than 2% increase or decrease in super area, the allottees' consent should be obtained for such changes in the lay-out plans. Since the price paid by the allottee is per sq. ft. of super area, the price of the apartment would increase or decrease after the actual building is constructed. In order to lay a claim on the basis of increase in super area, the company is supposed to give information to the allottee about the difference in the initial building plan and the actually-constructed building plan on the basis of which the new super area is calculated. The actual plan should be the one submitted to the authorities for completion certificate and on the basis of which occupancy certificate is granted. The calculations of increased area should be sent to the allottee, so that the allottee knows and can verify on ground as to how his super area has increased. A mere letter from the company that the super area has increased is not sufficient to claim any amount from the allottee. Thus, whenever a claim on the basis of increase in super area is made, the company is bound to give the relevant information as to how the super area stands increased. The clauses in this respect therefore need to be modified. Accordingly modified clause 1.6 is given in the table. Clause 9.2 also gets covered by modified clause 1.6.

17. In the order, the Commission had found that the proportion of land on which apartment is situated and over which the allottee would have ownership right was to be decided unilaterally at the discretion of the company(DLF Ltd.). In clause 1.7 of the existing agreement, company has stated that it may, at its own discretion for the purpose of complying with the Haryana Apartments Ownership Act, 1983 or other applicable Laws, substitute the method of calculating the proportionate share in the ownership of the land beneath the building/common areas or facilities. The company in so many words stated that the allottee will only have proportionate ownership rights in the land underneath the building i.e. the land which is the footprint of the building in which the said apartment is situated. Similarly, company has unlawfully provided for itself right to further go up in air by increasing the number of floors and reserving to itself terrace rights. This is totally contrary to the law and imposition of this condition on the allottee by DLF is because of its dominance and amounts to

gross abuse. All relevant clauses depriving allottee of his lawful rights need to be modified to bring them in conformity with Law, Rules and Regulations so as to remove the abuse vis-a-vis the allottee. Modified clauses are given in the table below.

18. In the order, the Commission observed that the covenant in clause 1.7(viii) of the agreement, giving right to DLF of having full and absolute rights in the community buildings/sites/recreational and sporting activities sites including maintenance of those, was abusive.

As per applicable Laws, Rules and Regulations discussed above, site for community buildings are compulsorily required to be set apart by the coloniser and these sites, if not constructed either at the cost of coloniser or if not handed over and constructed by others, were to be given to the Govt. of Haryana, free of cost. This simply shows that the cost of these sites is recovered from the Allottees and clause 1.7(viii) makes a false representation that no costs were recovered from allottees. Moreover, in order to claim ownership rights over any part of the land in Belaire Complex, the company has to show that it was owning a part of the constructed super area which was not allotted to the allottees /apartment owners and not charged from allottees. In such a case, the company would be the owner of that facility and the common area proportionate to its super area jointly with other apartment owners. As per law & relevant rules, the company is bound to provide for club, schools, shopping complex, children park and open green areas. As per the building bye-laws and the Acts of 1975 and 1983, the open areas and common facilities are to be maintained by the Apartment Owners Association. The company's rights in club, etc. can be there only if the company has filed accounts with the administrator showing that it had not recovered the cost of club etc. by charging the cost of common facilities from the allottees and common facilities were owned by it.

Para one of annexure II to the agreement reads as under:-

“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 buildings earmarked for use of all

apartment allottees in the Belaire which include the club with swimming pool, toilets/change room, multipurpose hall, gymnasium and restaurant, etc.”

Part B of annexure IV reads as under:-

List of general common areas and facilities located in the basement for all apartment allottees in the Belaire included in computation of super area of the said apartment:-

Sl.no.	Particulars	Remarks
1.	DG Room/DG sets	May be located under any building or any other suitable location in the Belaire/zone-8, DLF City, Phase V
2.	Underground domestic and fire water tanks and pump room and pumps with accessories	
3.	Electric sub-station/transformers/electrical panels	
4.	Fan rooms	
5.	Laundromat	
6.	Maintenance stores and circulation areas	
7.	Sewerage treatment plant	
8.	Air-conditioning plant room and equipments	

In view of above discussion, clause 1.7 & 1.8 clearly abusive and need modification as given in the table below.

19. In the order, the Commission observed that DLF’s sole discretion to link one project to another was abusive in nature. Interlinking of projects for the purpose of mobility of residents and for ingress egress is one thing, but interlinking projects for any other purpose without giving equivalent rights to allottee is altogether different. When Belaire Complex apartments were agreed to be sold to allottees, the FAR was 175%. If, in future, FAR is increased, only owners of apartments will have collective right to use or not to use increased FAR and the company cannot club the project with its other projects for this purpose. Accordingly, different clauses of the agreement need to be modified and reference to phase V need to be deleted. It should be retained only where rights of allottees are not adversely affected. The modified clauses 1.9 & 1.10 are given in table below.

20. In the order, the Commission observed that clause 1.11 of the agreement was abusive. EDC is charged by Government for development of main lines of roads, drainage, sewage, water and electricity. EDC is proportional to the land area of the project and may be linked with number of dwelling units. EDC is invariably passed over by the builder to the allottees. Entire EDC charges for a complex are burdened on allottees in proportion to super area. There may be a case of State increasing EDC charges. Builder can pass on increased EDC charges to allottees only after informing the allottee about the order of the State Government enhancing EDC (with a copy of letter) and how his share of EDC has been calculated. Non-payment of EDC by an allottee can result only into a recovery action as per law. Neither the allotment can be cancelled, nor possession of his apartment can be taken by force. Provision in this clause relating to resumption of the apartment in case of default in payment of EDC is contrary to the provisions of relevant laws. As per section 19 of the Act of 1983 all sums assessed by the association of apartment owners towards the share of the common expenses chargeable to any apartment and remaining unpaid has to constitute a charge on such apartment prior to all other charges, except charge, if any on the apartment, for payment of local taxes and all sums unpaid on a first mortgage of the apartment. Further, in case the allottee fails to pay these charges, the Director, Country Planning may recover these charges as arrears of land revenue as per the regulation 19 of Regulations of 1976. The relevant clause 1.11, therefore, should be modified as given in the table below.

21. In the order, the Commission observed that clause 1.14 of the agreement was abusive since it gave sole discretion to DLF regarding arrangement for power supply and rates levied for the sale of power to the allottees. By this clause, the company takes away the right of Allottees' Association to get competitive offers from other players. DLF has arbitrarily foisted compulsory payments for another service-provider on the allottee. Clause 1.13 and 1.14 of the agreement are interconnected. Clause 1.13 is about power backup whenever the supply of DHBVN (State Electricity Board) is not there. Clause 1.14 envisages a situation when DHBVN fails to supply electricity to the complex. So long as Resident Welfare Association of the Complex does not take charge of services of the complex, the company is bound to provide essential services to the complex in terms of maintenance agreement, but once RWA takes over the responsibilities of the complex, it will have freedom to continue

with the service providers engaged by the company or to enter into fresh contracts with some service provider or engage new service provider. Also since the Company marketed and sold Belaire Complex as govt. approved residential project and govt. charging heavy amount as EDC, providing of DHBVN connection by the state is mandatory and the company has to ensure DHBVN connection for each allottee. The relevant clauses 1.13 and 1.14 be modified as suggested in the table.

22. In the order, the Commission found clause 4 of the agreement abusive as it provided arbitrary forfeiture of earnest money by the company without even a notice to the allottee. The company provided for forfeiture of amounts of allottee for non-fulfillment of the conditions of agreement by the allottee, but there is no corresponding clause in respect of non-fulfillment of clauses of agreement on the part of company. Clause 5,8,10 and 12 of the agreement are highly one-sided and should be modified. Modified clauses are given in the table below.

23. The delivery of possession of the apartment by the company is governed by clause 10 and clause 11 of the Agreement. However, clauses 11.1, 11.2, 11.3 and clause 39 provide for those circumstances under which the company may not deliver the possession in time or may abandon the project altogether without its fault and the consequences. Clause 11.1 talks of non availability of construction, material, strike of the work force, terrorist act, enemy act, act of God, delay in grant of permissions, completion certificate etc. from the government or the property becoming subject matter of litigation in Courts or before Tribunals. Clause 11.2 provides for eventualities of delay in giving possession of apartments due to Govt. rules, orders, notifications, after the agreement and the companies' decision to challenge the same in Courts /Tribunals. Clause 11.1 provides that the company shall not be bound by the existing period of delivery in case of eventualities as stated therein and shall have the power to extend the period of delivery of possession and may also unilaterally alter the terms of agreement. It also provides that in case of abandonment of project by the company, it would be at liberty to cancel the agreement and to refund to the allottee "amount attributable to the agreement" without any interest. 'Amount attributable to the agreement' has not been defined clearly and the same is vague, which gives arbitrary powers to the company. In cases of cancellation/abandonment of the project by the company for none of the fault of the allottee, the company was not even liable to return the amount actually

paid by the allottee to the company with interest but the company, out of the amount paid by the allottee was to deduct the interest paid by the allottee and the interest due towards allottee on delayed payment as well as to deduct amount of non refundable nature. The company had not specified as to what was the amount of non-refundable nature to be deducted. Similar provision is there in clause 11.2 towards refund of "amount attributable to the agreement" without interest in case of the project getting scrapped altogether. Clause 11.3 provides that if for the reasons other than clause 11.1, 11.2 and clause 39, the company fails to deliver the possession to the allottees within three years from the date of execution of agreement or within the extended period (the company having liberty to extend the period to any extent.) then the allottee shall be entitled to give notice to the company within 90 days from the expiry of the said period of three years or extended period of terminating the agreement. Even in that event the company was not liable to refund the amount deposited by the allottee along with interests to him. In such an eventuality, the company on receipt of notice, was at liberty to sell/dispose of the apartment to any other party and without accounting for the sale proceeds of the apartment to the allottee within 90 days of the realisation of the price was to refund to the apartment allottee his amount without interest, after deduction of brokerage paid by the company to the broker/sale organiser (in case booking was done through broker /sale organiser) the allottee thereafter could make no claim against the company. If the allottee failed to exercise his/her right of termination within the period as provided in this clause by delivering a written notice to the company then he was not to be entitled to terminate the agreement and was to continue to be bound by the terms of the agreement. In similar way, clause 11.4 provided that in case of abandonment of the project/scheme by the company or if the company failed to give possession within three years of the execution of the agreement or within the extended period as extended by the company itself under various clauses of the agreement, the company shall be entitled to terminate the agreement and the company shall, on such termination refund only the amount paid by the apartment allottee with 9% simple interest for such period for which it was lying with the company. The company was not liable to pay any other compensation. Even in such an eventuality, the company, at its sole option and discretion, could decide not to terminate the agreement and to pay to the allottee and not to anyone else (his successor or subsequently transferee) compensation at Rs.5/- per sq. feet of the

super area of the said apartment per month for the period of such delay beyond three years or extended period, subject to condition that apartment allottee was not in default under any term of the agreement. This compensation was also to be adjusted only at the time of giving possession the said apartment to the Allottee. Clause 12 described defaults only on the part of the allottee as if company can commit no default.

These provisions also show that there was no exit option with the allottee and the clauses were abusive and heavily loaded in favour of the company. The company had foisted these clauses on the allottee giving no option to the allottee to bargain for the exit, while the company had liberty to extend the period of delivery of possession on self serving grounds like non availability of material, non availability of work force, any govt. notifications, orders or litigations in the Court, which may even have been invited by the company itself, without any penalty on the company for such extended period of delivery. The allottee in case of delay in payment of the instalment had to pay interest to the company @ 15% within 1<sup>st</sup> 90 days and 18% thereafter. Even where the company failed to deliver the possession within the extended period, a written notice is to be given by the allottee with duly acknowledge receipt of the company whereas the company unilaterally, without any prior notice could terminate the agreement even in case of default in payment of instalment by the allottee. The abuse of dominance is self evident from the provisions of these clauses. The Commission considers that the above clauses should be modified in the manner as given in the table to make this agreement non abusive.

24. Clause 13 is regarding execution of conveyance deed in favour of apartment allottee who has paid full consideration amount to company. The transfer of ownership has to be in accordance with the Act of 1983. However, clause is totally one sided putting no obligation on company to execute the conveyance deed once stamp duty papers are sent to the company after paying entire price as per the agreement. Clause 14 of the original agreement is concerning maintenance and it does not recognise the right of allottees to manage the common services of the complex through RWA, as provided in the Act of 1983. Clause 13 & 14 can be made non abusive by suggested modifications given in table below.

25. In para 12.90, the Commission observed that under the agreement DLF had sole authority to make addition and alteration in the building with all benefits flowing to DLF and the allottee having no say in this regard. The abusive provisions are contained in clauses 20, 22 and other clauses of the agreement, excerpts of which were re-produced in the main order of 12<sup>th</sup> August, 2011. Clause 20 gives unfettered right to company to make any addition, alteration, improvements, repair whether structural or non structural, ordinary or extraordinary to unsold units within the building with no right to the allottees of other apartment to raise any objection. The allottee as well as the company both are bound by the building bye laws applicable to apartments. If the company has a right to make structural changes in the apartments belonging to it, the same rights have to be available to the allottee also and these rights are naturally to be exercised in accordance with the laws applicable to a GHS Complex. The relevant clauses should be modified as suggested in the annexure.

26. Clause 20 gives the company the right to make additions, alterations, improvements and other changes in unsold apartments. The rights of the company and the apartment owners in their respective apartments are equal. Company cannot have more rights.

27. Clause 22 gives rights to the company to make additional constructions, to put up additional structure in or upon the building or put additional apartments or structures anywhere in the said complex or in the said portion of land as may be approved by the competent authority and additional apartments/ buildings have to be the sole property of the company which the company would be entitled to dispose of in any way without any interference on the part of the apartment allottee.

The laws applicable to Group Housing Complexes have been briefly narrated above. These laws make it abundantly clear that once the plan for Group Housing Complex is approved by the competent authority as per the applicable FAR and these apartments are sold on the basis of such approved plans, the company is left with no rights either in the sold apartments or in the common areas. Once the apartments of the complex are sold for considerations or agreed to be sold, the company cannot change the plans without approval of the allottees since the allottees are charged not only for the apartment but for all internal and external

developments including common areas, open areas, external and internal infrastructure. The allottees while entering into the agreement had before them the complex as promised to be developed by the developer and they put their hard earned money keeping in mind the number of flats to come up, the kind of facilities to be given, population density, the open green areas and other common facilities etc. The joint ownership rights of apartments allottees over common areas and land and the apartment ownership rights of the allottees go together. The company cannot take away these rights from the allottees. Once the company had utilized FAR available at the relevant time in respect of the land over which the complex is to be developed, any subsequent increase in FAR would belong to the allottees and not to the company and it is only the allottees association which will have right to put additional construction with consent of all the allottees. The company shall have no right to have additional construction if subsequently FAR is increased. As such, clause 20 & clause 22 and other such clauses are highly abusive, should be modified as suggested in the table.

28. In para 12.90, the Commission had observed that creation of 3<sup>rd</sup> party rights by the company without allottees consent was to the detriment of allottees interest and was abusive. A reference was made to clause-23 of the agreement. Clause 23 of the Agreement gives right to the company to raise finance, loan for its own purpose from any financial institution, bank by way of mortgage or creating charge over the building/apartment/portion of building or by any other mode subject to condition that when the conveyance deed is executed, the apartment shall be free from all encumbrances. It is further provided that the company/financial institution /bank shall always have first lien /charge on said apartment for their dues and other sums to be payable by the apartment allottee in respect of any loan granted to the company for purpose of construction of the building/complex. While first part of the clause gives right to the company to raise loan before execution of conveyance deed and provides that at the time of conveyance deed it shall be free from all encumbrances, the second part of the clause provides that the banks or financial institution shall have first lien for recovery of their dues on the apartment of the allottee. The first part is contradictory to the second. Moreover, this clause only talks of the apartment and not of the complex. There is no doubt that during the construction and before delivery of possession of apartment of the complex, the

property belongs to the company. However, once the complex is complete and completion certificate is obtained and it is ready for transfer to the allottees, the company has to make entire complex free from all encumbrances, before transferring the apartments and other common areas under joint ownership rights. The apartment alone is not the property of the allottee. The allottee is also joint owner of all the open areas, common facilities etc. within the complex. Therefore, when the complex is ready and conveyance deeds are executed with the allottees, the whole complex has to be free from all encumbrances and of mortgage, charges or any kind of loan from financial institutions or banks over the complex. If the company has any unpaid loan of the banks /financial institution after the apartments are sold, the banks etc. can have lien only over unsold apartments for recovery of dues of the company. Clause 23, 24 & 25 should be modified as given in the table below to remove this abuse.

29. The Commission, in its order, observed that while heavy penalties were imposed in the agreement for default of allottee, there were insignificant penalties on DLF for its own defaults. A reference was made to clause 35 of the agreement, which shows abuse of dominance. The company can refuse to condone delay and can cancel the apartment even if the allottee was prepared to pay interest on delayed payment. While in case of company, the company for itself has reserved so many excuses for non delivery of possession and for scrapping the contract altogether or for delaying the project. It has given itself the powers to extend the period of delivering possession but for the allottee, the sole discretion lies with the company to cancel the flat in case of delayed payment. In case of condoning delay, the Company could be charging interest to the tune of 15% for 1<sup>st</sup> 90 days and thereafter 18%. However, for the default of the company, the company was liable to pay only 9% interest to the allottee on only such amount which the company deemed refundable to the allottee. That makes the clause abusive, one sided and shows blatant abuse of dominance. In clause 12, the company has given events of defaults and consequences for the allottee. The company has nowhere given in the entire agreement the events of defaults for itself. The Commission considers that the defaults can be on the part of the company as well on the part of the allottees and the agreement should provide for defaults of both the parties and the agreement must be equitable in dealing with both the sides and levy of interest /penalty should

of equal level on both sides. The Commission also considers that Force Majeure in clause 39 should be defined as understood in common parlance of law. The consequent modifications are suggested in the clauses 35 & 39.

30. In view of the modified clauses/sub clauses as suggested above in the agreement, certain clauses/sub clauses of the agreement have become superfluous. The Commission has suggested deletion of these clauses. Certain clauses of the agreement, in view of the suggested modified clauses, needed small changes so as to bring them in consonance with the modified clauses. These changes are minor in nature and have been suggested wherever needed. Some clauses are closely interlinked with the abusive clauses and had to be modified so that the abuse was not perpetuated. These interlinked clauses wherever existed have been accordingly modified. The clauses which needed fine tuning with the modified clauses have also been accordingly modified and the suggested clauses have been given in the table below.

31. The terms of the agreement to be entered into with the allottee were never shown to the allottee at the time of booking of the apartment. These terms and conditions of the agreement were prepared and framed by the company unilaterally without consulting the buyer. Once the company had already received considerable amount from the applicants/buyers, this agreement was forced upon the allottees and the allottee had no option but to sign the agreement, as otherwise the agreement provided for heavy penalties and deduction from the money already deposited by the allottees with the company, which itself was an abuse of dominance. The appropriate procedure would have been that a copy of the agreement which DLF proposed to enter with the allottee should have been made available to the applicants at the time of inviting applications. The agreement should be signed within a reasonable time from the date of allotment and all additional amounts should be demanded from the allottee only when the agreement has been signed. Any allottee, who was not agreeable to the terms of agreement, should have liberty to withdraw his application and should be given the entire application amount back.

**TABLE**

**MODIFIED BUYER'S AGREEMENT**

<b>Clause</b>	<b>Original Clause(s)</b>	<b>Modified Clause(s)</b>
Reps A-M	<p>A. Whereas the Company, its Associate companies, its subsidiary companies presently own individual respective portions of land in a site presently admeasuring 527.9435 acres or thereabouts more fully described in Annexure-I (hereinafter referred to as "Phase-V") in DLF City (earlier known as DLF Qutab Enclave Complex), in Tehsil &amp; District Gurgaon, Haryana.</p> <p>B. And whereas the Company has acquired some lands and will be acquiring some more lands in the neighbourhood of Phase-V and such lands as and when licensed and approved by the competent authority(ies), shall be deemed to be a part of the approved layout plan of Phase V and accordingly the area of Phase-V (presently admeasuring 527.9415 acres on thereabouts) shall stand enhanced, and in that case Annexure-I of this Agreement shall automatically stand superseded and be substituted by such subsequently approved layout plan(s) of Phase-V and shall be deemed to form a part of this Agreement.</p> <p>C. And whereas the Company has specifically made it clear that the layout plan of Phase-V as is present annexed hereto as Annexure-I is tentative and is subject to approval of Director, Town &amp; Country Planning, Haryana, Chandigarh, and any changes/ directions/ conditions</p>	<p><b>Company's Representation</b></p> <p>A. WHEREAS the Company, its associate/subsidiary companies presently own various parcels of land admeasuring 6.67 acres (hereinafter referred to as the "<b>Said Land</b>") in Phase V in DLF City (earlier known as DLF Qutab Enclave Complex), in Tehsil &amp; District Gurgaon, Haryana. The copies of the title deeds reflecting the ownership of the Said Land is annexed herewith as <b>Annexure []</b>. The Said Land is earmarked for the purpose of building a group housing scheme ("hereinafter referred to as the "<b>GHS Belaire</b>"), comprising of 5 multistoried residential apartment buildings of up to 19 floors. The Company represents that in pursuance of <i>inter se</i> arrangements between the Company and its associate/subsidiary companies, the Company is entitled to carry out the development, marketing and sale of apartments/units constructed on the Said Land and transfer the Said Land to the Allottee(s).</p> <p>B. AND WHEREAS the Company is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Company regarding the Said Land on which the GHS Belaire is to be constructed have been completed. The Company agrees and undertakes that it shall at all times keep the Apartment Allottee(s) (hereinafter referred to as "<b>Allottee(s)</b>") indemnified against all claims, demands, losses etc caused</p>

	<p>imposed by Director, Town &amp; Country Planning, Haryana, Chandigarh, at any stage, while approving the proposed tentative layout 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 layout plan of Phase-V as may be amended and approved from time to time shall supersede the proposed tentative layout plan as given in Annexure-I hereto and/or previously approved layout plan(s), as the case may be, and shall automatically form a part of this Agreement as Annexure-I in place of presently attached layout plan as Annexure-I or previously approved layout plan(s) as the case may be.</p> <p>D. And whereas the Company has further clarified to the Apartment Allottee that the proposed tentative layout plan of Phase-V as given in Annexure-I of this Agreement comprises of both group housing and plotted areas, but however, the plotted areas of Phase-V presently measuring 66.25 acres or thereabout are in no way, directly, indirectly or in any manner whatsoever, connected to this Agreement, so much so, that this Agreement is confined and limited in its scope only to this group housing complex to be constructed by the Company on the portion of land clearly delineated in Annexure-I/ Annexure-IA of this Agreement.</p> <p>E. And whereas the Company has</p>	<p>due to any discrepancy/dispute in the right, title or interest of the Company in the Said Land on which the GHS Belaire is to be constructed.</p> <p>C. AND WHEREAS the Director General Town &amp; Country Planning, Haryana, Chandigarh, (hereinafter referred to as the “DTCP”) has granted a license to develop housing project vide License No. [.]. The license agreement(s) entered into by the Company with the Governmental Authorities are annexed herewith as <b>Annexure []</b>.</p> <p>D. AND WHEREAS the Company has obtained the final layout plan approvals for the GHS Belaire from DTCP that are annexed hereto as <b>Annexure []</b>. The Company agrees and undertakes that it will not make any changes on its own to these layout plans unless mandated by DTCP, and such changes shall be communicated to the Allottees in writing. The Company has also obtained the layout plan approvals for the entire Phase V in DLF City, which are annexed herewith as <b>Annexure []</b>. It is understood by the Parties that except the layout plans for GHS Belaire, the remaining layout plans for Phase V are tentative in nature and are being provided to the Allottee(s) for information purposes only and shall not affect the rights of the Parties.</p> <p><b>Allottee(s) Representations</b></p> <p>E. AND WHEREAS the Allottee had applied for an apartment in the GHS Belaire vide application dated [] and has been allotted apartment no. [] (hereinafter referred to as the “Apartment”) located on [] floor in tower / building no [] (hereinafter referred to as the “Building”) alongwith covered / open car parking</p>
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	<p>further clarified to the Apartment Allottee that the proposed tentative layout plan as given in Annexure-I of this Agreement depicts several zones (excluding plotted areas presently admeasuring 66.25 acres or thereabouts with each zone as may be earmarked for residential, commercial or other uses, provided however, the total number of zones and their earmarked uses may be changed as per the directions of the competent authority(ies) or at the sole discretion of the Company.</p> <p>F. And whereas the Company has further clarified to the Apartment Allottee that the proposed tentative layout plan as given in Annexure-I of this agreement may have plotted areas, commercial areas and residential projects areas as may be earmarked in different zones, but however, this Agreement is confined and limited in its scope only to the sale of residential apartments in a specific group housing complex to be named as The Belair (hereinafter referred to in this Agreement as the "said Complex") consisting of Five (05) multi storeyed residential apartment buildings to be constructed on a portion of land presently admeasuring 6.67 Acres or thereabout earmarked and delineated in, Zone 8, Phase-V (hereinafter referred to in this Agreement as the "said Portion of Land") in accordance with the building plan(s) approved by the Director, Town &amp; Country Planning, Haryana, Chandigarh. The proposed tentative layout plan is given in Annexure IA of this Agreement. The area of the said Portion of Land 6.67 Acres or thereabout may stand modified in future to the extent as may be</p>	<p>spaces in the GHS Belaire, as permissible under law.</p> <p>F. AND WHEREAS the Allottee has gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations of the Parties.</p> <p><b>Mutual Representations</b></p> <p>G. AND WHEREAS the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Land/GHS Belaire and the terms and conditions contained in this Agreement.</p> <p>H. AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.</p>
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required pursuant/consequent to any directions/approvals by the Director, Town & Country Planning Haryana, Chandigarh.

- G. And whereas the Company has explained to the Apartment Allottee that the purpose of description of entire phase-V given in Annexure-I is merely to acquaint the Apartment Allottee with the overall picture of the development that may take place in Phase-V, and that such tentative description of the overall development plan of Phase-V is not intended to convey to the Apartment Allottee any impression of any right, title or interest in any of the zones to be developed in Phase-V or in any land(s) falling outside the said Portion of Land specifically earmarked for the construction of the said Complex which is the subject matter of this Agreement.
- H. And whereas the Company is competent to enter into this Agreement.
- I. And whereas the Apartment Allottee has applied to the Company vide application dated 30/10/06 agreeing to the terms and conditions as set out in the application for allotment of the residential Apartment No. ---having an approximate super area (super area is specifically defined in Annexure II) of ----sq. meters (----sq. feet approximately) which includes an Apartment area of approximately----sq. mtrs (---- sq. ft approximately) (hereinafter referred to as the "said Apartment" and is more specifically defined in Annexure II) located on -----floor in Tower/Building No. ----(hereinafter referred to as the "said Building") and for allotment of two (02)/

three(03)/ Four(04) covered/ Open  
Parking Space Nos. (1) ----- (2) ----  
- (3) ----- and (4) -----

J. AND whereas the Apartment Allottee has demanded from the Company and the Company has allowed the Apartment Allottee an inspection of Phase-V including Zone 8 and the said Portion of Land, tentative building plans, tentative location plan, ownership record of Phase-V including Zone 8 and 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 he/she is fully satisfied in all respects with regard to the right, title and interest of the Company, its Associate Companies, its subsidiary companies in the said portion of land on which the said complex/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 him/her in this regard and further that he/she is fully satisfied of the competency of the Company to enter into this Agreement.

K. And whereas the Apartment Allottee acknowledges that the company has readily provided all the information and clarifications as required by him/her but that he/she has not relied upon and is not influenced by any architect's plan, 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 property, the building or the Apartment or the size or dimensions of the 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 his/her own judgment and investigation in deciding to enter into this agreement and to purchase the said Apartment (having specifications set out in Annexure-V to this agreement). No oral or written representations or statements shall be considered to be a part of this agreement and this Agreement is self contained and complete in itself in all respects.

L. And whereas the Apartment allottee has confirmed to the Company that he/she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said DLF City and Phase-V in general and the said Complex /said Building(s) in particular and the terms and conditions contained in this Agreement and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

M. And whereas the Company, relying on the confirmations, representations and assurances of

	<p>the Apartment Allottee to faithfully abide by all the terms, conditions, and stipulations contained in this Agreement has accepted in good faith his /her application to allot a residential Apartment (having specifications set out in Annexure-V) and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.</p>	
<p>1.1</p>	<p>In accordance with the terms and conditions set out in this Agreement, 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 detailed below having a super area of approximately.....mts (.....Sq fit) (the definition of super area is given in Annexure II) which includes an apartment area of approximately ....sq. mtrs. (....sq. ft.) (the definition of Apartment area is given in Annexre II) along with undivided proportionate share/interest in the land though not included in the computation of super area only underneath the said Building 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 use of the two(02)/ three(03)/ four(04) reserved car parking spaces.</p> <p>Tower No/Apartment No. Type:  Super Area Sq. Mts/Sq.ft. Approx. (Rs.) :  Rate (Rs.per sq. mt./sq.ft of super area (Rs.):  Preferential Location Charges (Rs.):  Price for car Parkings (Rs.):  Total sale Price:</p> <p>Parking : Nos. (1)------(2)------(3)------(4)-----  Price payable Rs.....  Any tax 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, and Education Cess or any other taxes by whatever name called, in</p>	<p>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 Allottee hereby agrees to purchase the Apartment in GHS Belaire having Super Area of approximately [] sq. mtr. [] sq ft including carpet area of approximately [] sq. mtr. [] sq ft. along with area of pro rata share in the Common Areas and Facilities as defined under Section 3(f) of the Apartment Ownership Act, 1983. The Common Areas and Facilities include the following :</p> <ol style="list-style-type: none"> <li>i. The land on which the building is located;</li> <li>ii. The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors lobbies, stairs, stair ways, fire escapes and entrances and exit of the building;</li> <li>iii. The basements, cellars, yards, gardens, parking area and storage spaces;</li> <li>iv. The premises for the lodging of janitors or persons employed for management of property;</li> <li>v. Installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;</li> <li>vi. The elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;</li> <li>vii. Such community and commercial facilities as may be provided for in the</li> </ol>

connection with the construction of the said Complex (hereinafter collectively referred to as "Taxes").

The Apartment Allottee shall pay, in addition to the total price a price equal to the proportionate share of Taxes; the proportionate share being 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 (hereinafter referred to 'the additional price')

The Company shall periodically intimate to the Intending Allottee, on the basis of certificates from a Chartered Engineer and /or a Chartered Accountant, the amount payable as additional price as stated in (ii) above and the Apartment Allottee shall make payment within 30 (Thirty ) days of such intimation.

The price of two (02)/ three (03)/ four (04) car parking spaces valued at Rs.... (Rupees.....only) per car parking space aggregating to Rs.../- is included in the above sale price of the said apartment. Any additional car parking space will be charged extra by the Company at the then prevailing rate and will be offered subject to availability.

The total price is Rs..... (Rupees.....only) (inclusive of Rs.....) towards two (02)/three (03) /four (04) car parking spaces, whichever is applicable, payable for the said Apartment together with the parking spaces and the said Apartment along with the parking spaces will be treated as a single indivisible unit for all purposes including but not limited to Haryana Apartment Ownership Act, 1983 etc.

declaration (and listed in Annexure []); and

viii. All other parts of property necessary or convenient to its existing maintenance and safety or normally in common use.

The Total Price for the Apartment based on the Super Area and Preferential Location Charges, if any, is [(hereinafter referred to as "**Total Price**"):-

Building/ Tower No/Name/ Apartment No / Type [] Floor	Rate of carpet area of Apartment Sq Mts/ Sq Ft	Rate of area of the prorata share in Commo n Areas and Facilitie s	Preferen Location Charges (Rs)

Parking: Nos. (1)------(2)------(3)-----  
(4)-----

A sum of Rs [] which has been offered as discount by the Company shall be deducted from the aforesaid price.

Explanation:

(i) The Total price above does not include any Taxes (consisting of tax 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, and Education Cess or any other taxes by whatever name called, in connection with the construction of the GHS Belaire) payable by the Company up to the date of handing over the possession of the Apartment.

(ii)The 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 Apartment to the total Super Area of all the Apartments in the GHS Belaire.

		<p>(iii) The Company shall periodically intimate to the Allottee, on the basis of certificates from a chartered engineer and/ or a chartered accountant, the amount payable as stated in (ii) above and the Allottee shall make payment within 30 days from the date of such written intimation. In addition, the Company shall provide to the Allottee the details of the tax paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc have been imposed or become effective.</p> <p>(iv) The Total Price of an Apartment includes [] parking space (s) whether located in the open or covered as provided in the Agreement. Any additional car parking space (s) will be charged extra by the Company and will be offered subject to availability.</p>
1.2	<p>The total prices are escalation free, save and except increases which the Apartment Allottee hereby agrees to pay, due to increase in super area (as explained in Clause 1.6), increase in external development charges (as explained in Clause (1.11)(a), increase in infrastructure development charges (as explained in clause 1.11(b)), increases on account of additional fire safety measures undertaken (as explained in Clause 1.13) increases in all types of securities to be paid by the Apartment Allottee, deposits and charges and increase thereof for bulk supply of electrical energy (as explained in Clause (14.3)) and all other increases in cost/charges, specifically provided for in this Agreement and/or any other charges which may be levied or imposed by the Government/statutory authorities from time to time.</p>	<p>The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of External Development Charges (“EDC”), Infrastructural Development Charges (“IDC”) and all other increases in cost/charges specified in the Agreement to be paid by the Allottee and/or any other increase in charges which may be levied or imposed by the Governmental Authorities from time to time or as stated in this Agreement.</p> <p>The Company undertakes and agrees that while raising a demand on the Allottee for increase in EDC, IDC, cost/charges imposed by the Governmental Authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.</p>
1.3	<p>The Apartment Allottee(s) shall make the payment as per the payment plan set out in Annexure III to this Agreement. The additional price however shall be payable as provided in sub clause (iii) of the</p>	<p>The Allottee(s) shall make the payment as per the payment plan set out in <b>Annexure []</b>. Taxes shall be payable as provided in sub clause (iii) of the Explanation to Clause 1.1 above.</p>

	Explanation to Clause 1.1 above.	
1.4	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	The Company may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @[]% <sup>1</sup> per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Company.
1.5	The Apartment Allottee hereby agrees to pay additionally as preferential location charges a sum of Rs...../- (Rupees....only) calculated @ of Rs..../- per sq. ft. of the super area to be paid in a manner and within the time as stated in the schedule of payments given in Annexure III. However the apartment allottee has specifically agreed that 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 only the amount of Preferential Location Charges, without any interest, paid by the apartment allottee and such refund shall be made/adjusted in the last installment as stated in the schedule of payments given in Annexure III. If due to any change in the Lay out/Building plan(s), the said apartment becomes preferentially located, then the Apartment Allottee agrees to pay the additional preferential location charges to the Company calculated @Rs.../- per sq. ft. of the super area of the said apartment (____% of Basic Sale Price), to be paid in the manner as demanded by the Company.	The Allottee has agreed to pay Preferential Location Charges as stated in para 1.1. However, if due to any change in the lay out / building plan as directed by the DTCP on its own, the Apartment ceases to be in the preferential location, the Company shall be liable to refund the entire amount of Preferential Location Charges with interest @[]% per annum to the Allottee. If the Allottee so agrees the Company can adjust this sum against the next payment to be made by Allottee as per the schedule of payments given in Annexure [].
1.6	It is made clear by the Company and the Apartment allottee agrees that the sale price of the said apartment shall be	The Super Area allotted to the Allottee is subject to change till the construction of the Building is complete.

<sup>1</sup> The rates of interest are not being prescribed by the CCI and are left blank, however wherever rates of interest are applicable to both parties in similar circumstances they should be reasonable and uniform; and where applicable only to one party, should be reasonable.

calculated on the basis of its super area (as per the definition of super area given in Annexure II) and that the super area as stated in this Agreement is tentative and is subject to change till the construction of the said building is complete and occupation certificate is issued by the competent authority (ies). 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. 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 reduction in the super area of the said Apartment shall be payable or refundable, as the case may be, without any interest, at the same rate per square meter as agreed in Clause (1.1) of this Agreement i.e. on the rate irrespective of any rebates allowed/payment plan opted for. 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 as and when such demand is intimated to the Apartment Allottee by the Company irrespective of receipt of the Occupation Certificate 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.

The definition of super area, Apartment area, the tentative percentage of apartment area to super area as on the date of execution of this agreement (the percentage of apartment area to super area shall be subject to change till the construction of the said Building is complete) are clearly described by the Company in Annexure II which forms part of this Agreement and is hereby accepted by the Apartment allottee. The apartment

The Company shall, before making variations, inform the Allottee about the same in writing in advance about its intention to carry out minor changes and thereafter the Company may carry out such changes upto (+/- 2%). It is agreed that the Company shall not make any variations beyond (+/- 2%) without the consent of the majority of the Allottees.

It is acknowledged and agreed by the Company and Allottee that every element of floor plans has relevance to the Allottee and thus all elements of all the floor plans included in Annexure [] must remain largely intact even after the changes in the Super Area. The Company shall confirm the final Super Area that has been allotted to the Allottee after the construction of the Building is complete and the occupation certificate is granted by the competent authority (ies), by furnishing details of the changes in the Super Area.

The total price payable for the Super Area shall be recalculated upon confirmation by the Company. If there is any reduction in the Super Area within the defined limit of 2%, then Company shall refund the money paid by Allottee immediately with []% per annum interest. If there is any increase in the Super Area allotted to Allottee, the Company will demand that from the Allottee as per the next milestone of schedule of payments in Annexure []. All these monetary adjustments will be made at the same rate per square meter as agreed in Clause (1.1) of this Agreement adjusted for all the rebates allowed/payment plan opted for, together with the next payment milestone due as per schedule of payment defined in Annexure [].

	<p>allottee confirms that he/she has read, understood and agrees to this definition and that he/she has no objection to the same and the Apartment Allottee has assured the Company that after having agreed to the definition of super area given in Annexure II as the basis for the purchase and payment of price of the said Apartment, he/she shall not raise any dispute or make</p>	
<p>1.7</p>	<p>It is further clarified to the Apartment Allottee that the Company has calculated the total price payable for the said Apartment on the basis of its super area (as specifically defined in Annexure II) which comprises of the apartment area and pro rata share of the common areas and facilities within the Belaire and proportionate share of Club and other common facilities within/outside, if any, the said Building only and proportionate share of other common facilities, if any, which may be located anywhere in the said Complex, The Belaire, at the sole discretion of the Company (as listed in Part A &amp; B of Annexure IV). The Company makes it abundantly clear to the Apartment Allottee that he/she shall be entitled to the ownership rights and rights of usage only as per details given below:</p> <p>(i) The Apartment allottee shall have ownership of the said Apartment consisting of the apartment area only. The definition of apartment area is given in Annexure II. The apartment area is included in the computation of super area (super area is defined in Annexure II).</p> <p>(ii) The Apartment Allottee shall also have undivided proportionate share/interest in the common areas and facilities within the said Building/said Complex and proportionate share of other common</p>	<p>The Allottee shall have the right to the Apartment as mentioned below:</p> <p>(i) The Allottee shall have exclusive ownership of the Apartment.</p> <p>(ii) The Allottee shall also have undivided proportionate share interest in the Common Areas and Facilities as defined in the Haryana Apartment Ownership Act 1983 (hereinafter referred to as "<b>Apartment Act</b>") in the GHS Belaire. Since the share / interest of Allottee in the Common Areas and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Facilities within the GHS Belaire harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee over the Common Areas and Facilities shall be within the GHS Belaire (as listed in <b>Annexure I</b>) or outside the Belaire Complex if charged from the Allottee and the use thereof shall always be subject to the timely payment of maintenance charges and other charges as applicable.</p> <p>(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the</p>

	<p>facilities, if any, which may be located within or outside the Apartment Buildings (as listed in Part A &amp; B of Annexure IV). As the share/interest of Apartment Allottee in the common areas and facilities is undivided and cannot be separated this would require him/her to use the common areas and facilities within the said Complex only (as listed in Part A &amp; B of Annexure IV) 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 (as listed in Part A &amp; B of Annexure IV) is included in the computation of super area, the right of the Apartment Allottees to use the common areas and facilities shall be within the said Complex only (as listed in Part A &amp; B of Annexure IV) and shall always be subject to the timely payment of maintenance charges. It is further made abundantly clear and the Apartment Allottee has understood that he /she shall be entitled to undivided proportionate share/interest in no other common areas and facilities except the common areas and facilities within the said Complex only as listed in Part A &amp; B of Annexure IV.</p> <p>(iii) In addition to above, though not forming a part of computation of super area for which price is charged, the Apartment Allottee shall have the ownership of undivided</p>	<p>Apartment but also the Common Areas and Facilities included in Annexure [] and situated within the said GHS Belaire.</p>
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proportionate share/interest in the land underneath the said Building only (i.e. the land which is the foot print of the Building in which the said Apartment is situated). The undivided proportionate share/interest of land underneath 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 Complex only. It is made abundantly clear and agreed by the Apartment Allottee that no other land (s) is/are forming part of this Agreement, and the Apartment Allottee shall have no right, no title, no 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, DLF City, Phase V limited 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 made clear by the Company and specifically understood by the Apartment Allottee that the Company may at its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the 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

	<p>of his/her apartment's value to the total value of the said building(s) project/scheme, as the case may be, and that the apartment allottee agrees not to raise any objections in this regard.</p> <p>(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 covered/Open car parking space specifically allotted to him for parking his/her vehicle in terms of Clause (1.12) below and as listed in Part-D of Annexure IV.</p> <p>(v) In addition to above though not forming a part of the computation of super area for which price is charged, the Apartment Allottee shall also be entitled for 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 land underneath the said Building earmarked as common areas 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 covered parking space in basements/stilts and open parking spaces, if individually allotted to the respective occupants for their use.</p> <p>(vi) It is specifically made clear to the Apartment Allottee</p>	<p>To be deleted</p> <p>-do-</p>
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	<p>and is agreed by the Apartment Allottee that as the proposed apartments are nearby to the boundaries of DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc., the Apartment Allottee shall have no right, title or interest in the ownership of the DLF Golf and Country club and its ancillary facilities, its membership, operation and running of the DLF Golf and Country club or any other recreational and sporting activities including golf and tennis etc. The Apartment Allottee shall not raise any dispute/objection to any activity(ies) of the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. including but not limited to lighting arrangements, parties/get together, tournaments and other activities of the DLF Golf and Country Club which may be carried through out the year at the sole discretion of the management of the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. It is further made clear that the area earmarked for the DLF Golf and Country Club and its facilities, various community facilities like school, recreational and sporting activities including golf, tennis, hotels, other clubs, hospitals and the like shall not be a part of the complex where the said apartment/said Building is proposed to be located and the Apartment Allottee will be required to pay separate</p>	<p>-do-</p>
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	<p>deposits/charges for securing admission and usage to the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. and other community facilities, the acceptance or rejection of which shall be at the sole discretion of the management of the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. and other community facilities and the Apartment Allottee shall not raise any dispute/objection in this regard at any time during the occupancy of the said Apartment. It is further made clear to the Apartment Allottee that the running and operation of the DLF Golf and Country Club or any other recreational and sporting activities including golf and tennis etc. and other community facilities including nearby governmental installations/statutory reasons may cause disturbance to the occupants of nearby areas for which the Apartment Allottee specifically agrees not to raise any dispute or make any claim of whatsoever nature against the Company in this regard.</p> <p>(vii) While the super area of the said Apartment does not include any recovery/loading towards the cost of construction or area of club /Community Centre within the said Complex, the Apartment Allottee(s) have conditional right of usage of facilities of a common nature which may be provided on the Club/Community center within the said Complex only.</p>	<p>-do-</p>
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	<p>However, the Company reserves the right to include such areas in the computation of final super area of the apartment at any stage with the proviso that the price shall not be charged for such additional area of the Club/Community Center from the Apartment Allottee(s) and the Apartment Allottee(s) shall not raise any objection thereto. It is clarified and understood that this club/community center is distinct and independent from DLF Golf and Country Club/any other club in DLF City/Community center sites in DLF City and /or any other recreational and sporting activities including golf and tennis etc. and any other activity/amenity facility of a general nature provided by the Company. This right of usage is limited to the said Site within the said Complex only and is subject to the fulfilment of the terms and conditions as stipulated in this application and Payment Plan. The Apartment Allottee authorises the Company to formulate at the Company's sole discretion appropriate management structure and policies, rules and regulations for the said Club/Community Centre and upon intimation of the formalities to be complied with by the Company, the Apartment Allottee undertakes to fulfil the same. It is understood that the Club/Community Centre usage shall be limited to only the occupants of the Complex and the Company may make suitable provision of covenants to this effect in the</p>	
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	<p>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 said Club/community facility, improvements/up gradations 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 sale price of the said Apartment and shall be paid extra and are outside the scope of this application, payment plan of the Apartment Buyers' Agreement.</p> <p>(viii) That the company has made it specifically clear to the Apartment allottee and after having satisfied himself/themselves, the Apartment allottee has understood and agreed that the computation of the price of the said Apartment does not include any element of recovery or payments towards land, construction, running and operation of community buildings/sites, other recreational and sporting activities including golf and tennis etc. as well as recovery of payment towards maintenance charges of any kind by the Company from the Apartment Allottee in any manner. Further, the Apartment Allottee understands and fully agrees that the Company is free to deal with community buildings/sites/recreational and sporting activities including golf and tennis etc. in any manner as the Company may deem fit</p>	<p>-do-</p>
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	<p>and as regards payment of maintenance charges the Apartment Allottee shall not raise any claim against payment of maintenance charges payable by the Apartment Allottee to the Association of apartment allottees/the maintenance agency/the company for such maintenance from the Date of Occupation certificate.</p>	
<p>1.8</p>	<p>All other land(s) areas, facilities and amenities including those listed below, 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. Such lands, areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of super area for calculating the sale price and, therefore, the Apartment Allottee has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. The Apartment Allottee agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with the Company, its Associate companies, its subsidiary companies and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Company, its Associate companies, its subsidiary companies.</p> <p>All land(s), areas, (except the general common areas and facilities and amenities within the said Complex earmarked for common use, limited to and precisely listed in Part B of Annexure IV) falling outside the land underneath the said Building in which the said Apartment is located including but not limited to those as listed in Annexure IV, Part C, or any other facility or amenity as may be provided at the sole option and sole discretion of the Company or as may be</p>	<p>To be deleted</p>

provided in accordance with the directions of any competent authority(ies) including but not limited to schools, shops, facilities, amenities etc. even if provided in the said Building, are specifically excluded from the scope of this Agreement and the Apartment Allottee shall have no ownership rights, no right of usage, no title, no interest or no claims whatsoever in such land(s), areas, facilities and amenities within the said Building, the said Portion of Land or any where in Phase V. The Apartment Allottee hereby gives an irrevocable undertaking to the Company that he/she shall never claim any rights, title nor any interest in these land(s), areas, facilities and amenities, including but not limited to those listed in Annexure IV, Part-E, as they are specifically excluded from the scope of this Agreement and are not included in the computation of super area in any manner, and for which the Apartment Allottee has not paid any money to the Company in any form or manner whatsoever and that the Apartment Allottee agrees that he/she shall not, at a later date, after execution of this Agreement, raise any claim or create any dispute in respect of such land(s), areas, facilities and amenities. The Company, its Associates, its subsidiary companies 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 other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to Government, Semi Government, any other Authority, Body, any Person, Institution, Trust and/or any Local Body(ies) which the Company may deem fit in its sole discretion.

All land(s) [ other than usage of land(s) earmarked in the layout plan as may be approved from time to time as public roads only for use by general public in

Phase-V and in DLF City.] falling outside the periphery/boundary of the said Portion of Land are clearly outside the scope of this Agreement and the Apartment Allottee shall have no ownership rights, no rights of use, no title no interest of any kind or manner whatsoever in such lands falling outside the periphery/boundary of the said Portion of Land. The Company, its Associate companies, its subsidiary companies as the owner of some of these lands, areas, facilities and amenities shall have the sole right and the absolute authority to deal in any manner including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion.

The Apartment Allottee confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and the Apartment Allottee hereby agrees 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 in any lands, building, common areas, facilities and amenities falling outside the land underneath the said Building save and except the use of general common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification 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 shall be carrying out extensive development/construction activities now and for many decades in future in the entire area falling outside land underneath the said Building in which his/her Apartment is located and that the Apartment Allottee has confirmed

	<p>that he/she shall not raise any objection or make any claims or fail to pay installments in time as stipulated in Schedule of Payments in Annexure III on account of convenience, if any, which may allege to be suffered by him/her due to such development/construction or its incidental/related activities. 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 land underneath the said Building only) 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 including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, Semi-Government, any other Authority, Body any Person, Institution, Trust and /or any Local Body(ies) which the Company may deem fit in its sole discretion. The Company relying in good faith on this specific undertaking of Apartment Allottee in this Agreement has agreed to accept the application and allot the said Apartment and this undertaking shall survive throughout the occupancy of the Apartment by the Apartment Allottee, his/her legal representative, successors, administrators, executors, assigns etc.</p>	
1.9	<p>It is made clear by the Company and the Apartment Allottee agrees that the said Apartment along with two(02)/three (03)/four (04) car parking spaces will be treated as a single indivisible unit for all purposes including but not limited to Haryana Apartment Ownership Act, 1983 and amendments thereto. The Apartment Allottee further agrees that the Common areas and within/outside apartment buildings (as listed in Part A of Annexure IV) are for common use of all the</p>	<p>It is made clear by the Company and the Allottee agrees that the Apartment along with [] car parking spaces will be treated as a single indivisible unit for all purposes including but not limited to Haryana Apartment Ownership Act, 1983.</p> <p>It is agreed that the GHS Belaire is an independent, self contained group housing scheme covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined</p>

<p>occupants of the said Building and that the general common areas and facilities within the said Complex which are outside the land underneath the said Building (excluding reserved parking areas) as listed in Part B of Annexure IV are for common use of occupants of all the buildings to be constructed on the said Portion of Land. However, it is specifically made clear to the Apartment Allottee that his/her right to use such common areas and facilities within the said Building (as listed in Part A of Annexure IV) and general common areas and facilities (as listed in Part B of Annexure IV) falling outside the land underneath the said Building (excluding car 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 as may be included in the Declaration which may be filed by the Company at its sole discretion in terms of the Haryana 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. The Apartment Allottee has assured the Company to faithfully abide by such declaration. The common areas and facilities within the said Building (as listed in Part A of Annexure IV) and the general common areas and facilities within the said Complex (as listed in Part B of Annexure IV) shall be available for use by the Apartment Allottee subject to the timely payment of maintenance charges and the Apartment Allottee agrees that in the event of failure to pay maintenance charges on or before due date, he/she shall not have the right to use such common areas and facilities and such general common areas and facilities. It is further clarified by the Company and agreed to by the Apartment allottee that</p>	<p>with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.</p>
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	<p>the company may at its sole discretion make The Belair project a part of any other adjacent project that has already come into existence or maybe constructed in future at any time or keep it separate as an independent estate and the Apartment allottee shall not raise any objection for such formation. In the event of any such formation, the common areas and facilities and the \undivided interest of each apartment owner shall be specified by the Company in the declaration which may be filed by the Company in compliance of the Haryana Apartment Ownership Act, 1983 which shall be conclusive and binding upon the apartment owners and the Apartment allottee agrees and confirms that his/her right, title and interest in the said Apartment/said Building/said Complex as specified in the said declaration shall be acceptable to him/her without any objection/dispute against the Company/Association of the Apartment owners or Association of Condominium, as the case may be.</p>	
1.10	<p>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) including but not limited to those as listed in Part D of Annexure IV or any other facility or amenity as may be provided by the Company at its sole option and 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 stils of the said Building, are specifically excluded from the scope of this Agreement and, therefore, shall not form a part of the declaration to be filed in terms of Haryana 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).</p>	<p>It is understood by the Allottee that all other areas and facilities (not included in Annexure []) i.e. areas and facilities falling outside the GHS Belaire shall not form a part of the Deed of Declaration to be filed in accordance with the Haryana Apartment Ownership Act, 1983.</p>

1.11	<p>It is made clear by the Company and agreed by Apartment allottee that the payment of External Development charges shall always be solely to the account of Apartment allottee to be borne and paid by all the apartment allottees in proportion to the super area of their respective apartments to the total super area of all the Apartments in all the buildings in the said Complex. The pro rate share of External Development charges as levied by the Govt. of Haryana up to the date of issue of licenses originally paid by the company as applicable to the said apartment is already taken into account by the Company while determining the total price payable by the Apartment Allottee for the said Apartment. The Apartment allottee undertakes to additionally pay to the Company, on demand, any increase in the External Development charges levied, (over and above the rate originally paid by the company and included in the sale price on which EDC is charge up to the date of issue of license by the Govt. of Haryana), by whatever name called or in whatever form and with all such conditions imposed, by the Haryana Govt. and /or any competent authority and such increase in external development charges shall be borne and paid by the Apartment Allottee in proportion to the super area of his/her Apartment to the total super area of all the Apartments in all the buildings in the said Complex as determined by the company. If such charges are increased (including with retrospective effect) after the sale deed has been executed then the Apartment Allottee undertakes to pay such charges directly to the government agency or department concerned or to the company as may be called for immediately on demand. In the event of such charges remaining unpaid, the</p>	<p>Any raise in the IDC and EDC imposed by the Government after the date of execution of the Agreement, or imposition/levy of additional levy(ies), fees, cesses, charges etc. in the nature of infrastructure charges and or by whatever name either existing or leviable in future imposed/levied by the Government of Haryana or any other authority, shall be paid by the Allottee either directly to the concerned authorities or if paid by the Company on behalf of the Allottee or demanded from the Company, pay the same to the Company on pro-rata basis as specified in clause 38 of this Agreement<sup>2</sup>. In case such IDC are levied/demanded by the government from the Company with retrospective effect, the Allottee shall be liable to pay the same on demand being raised by the Company on pro-rata basis as stated hereinabove. The Company assures the Allottees that the Company had paid the requisite IDC and EDC till the date of execution of the Agreement.</p>
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<sup>2</sup> Clause 38 states the 'method of calculation of proportionate share ...' and numbering of the clause will change if all modified agreement is accepted.

Apartment allottee agrees that the company shall have an unfettered right to resume the said Apartment and the apartment allottee shall have no right, title and interest left in the apartment thereafter. The apartment allottee further agrees that he/she would not be competent to challenge such action of resumption of the said apartment by the Company due to default of non-payment of such enhanced external development charges on the part of the Apartment Allottee.

In addition to the external development charges, as mentioned in Clause 1.11 (a) hereinabove, the Government of Haryana or any other authority, with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. may impose/levy additional levy(ies), fees, cesses, charges etc. by whatever name called on prescribed basis either existing or leviable in future and in that event, the Intending Allottee agrees to pay the same either directly to the concerned authorities paid by the Company or demanded from the company, reimburse the same to the Company on pro-rate basis on demand being raised by the Company on him in this regard. It is made clear that the said charges shall be levied on pro-rate basis pertaining to the said apartment in The Belaire Complex and the same shall be assessable/applicable/calculable from the date of this Application. It has further clarified to the Intending Allottee that the said Infrastructure Development Charges shall be payable by the Intending Allottee in addition to the External Development Charges mentioned in Clause 1.11 (a) hereinabove. In case such Infrastructure Development Charges are levied/demanded by the government from the Company with retrospective effect for any reason whatsoever, the Intending Allottee shall be liable to pay the same on demand being raised by the Company on

	<p>retrospective basis from the date of this Application on pro-rata basis as stated hereinabove. In case the Sale Deed has already been executed in favour of the Intending Allottee by the Company and the demand of Infrastructure Development Charges has been made by the concerned Authority after the execution of such Sale Deed, then in that event the pro-rate demand made by the Company on the Intending Allottee shall be treated as unpaid sale price of the said apartment and the Company shall have a lien on the apartment to the extent of such unpaid amount.</p>	
1.12	<p>The Apartment Allottee agrees that the Two (02)/Three (03)/Four (04) covered/open parking space allotted to him/her for exclusive use shall be understood to be together with the Apartment and the same shall not have independent legal entity detached from the said Apartment. As the parking spaces are an integral amenity of the said Apartment and the said Apartment alongwith two/three car parking spaces form one single indivisible unit. The Apartment Allottee undertakes not to sell/transfer/deal with the parking space independent of the said Apartment. The Apartment Allottee undertakes to park his/her vehicle in the parking space allotted to him/her and not anywhere else in the said Complex. It is specifically made clear and the Apartment Allotted agrees that the service areas in the basement, if any, provided anywhere in the said Complex shall be kept reserved for services, use by maintenance staff etc. and such areas shall not be used by the Apartment Allottee for parking his/her vehicles. The Apartment Allottee agrees that all such car parking spaces allotted to the occupants of the building(s)/said Complex shall not form part of common areas and facilities of the said Apartment/any building constructed on the said Site for the purpose of the declaration to be filed by the Company under Haryana Apartment Ownership Act,</p>	<p>The Allottee agrees that the <input type="checkbox"/> covered/open parking space allotted to him/her for exclusive use shall be understood to be part of the the Apartment and the same shall not have independent legal entity detached from the said Apartment. As the parking spaces are an integral amenity of the Apartment and the parking spaces form one single indivisible unit, the Allottee undertakes not to sell/transfer/deal with the parking space independent of the Apartment. The Allottee undertakes to park his/her vehicle in the parking space allotted to him/her and not anywhere else within the GHS Belaire. It is specifically made clear and the Allottee agrees that the service areas in the basement, if any, provided anywhere in the complex shall be kept reserved for services, use by maintenance staff etc. and such areas shall not be used by the Allottee for parking his/her vehicles. The Allottee agrees and confirms that the parking space allotted to him/her 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 tentative parking plan is given in Annexure <input type="checkbox"/>. All clauses of this Agreement pertaining to use, possession, cancellation etc. shall apply <i>mutatis mutandis</i> to the said parking spaces wherever applicable.</p>

	<p>1983. The Apartment Allottee agrees and confirms that the parking space allotted to him/her 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 tentative parking plan is given in Annexure-IV. All clauses of this Agreement pertaining to use, possession, cancellation etc. mutatis mutandis to the said parking spaces wherever applicable.</p>	
<p>1.13</p>	<p>The total price of the said Apartment mentioned in the schedule of payments in Annexure III of this Agreement is inclusive of 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. Power back-up may be provided subject to timely payment of maintenance charges, not exceeding 7.5 KVA load per Apartment in Building A, B &amp; C and 10 KVA load per Apartment in Buildings D&amp;E at 70% load factor in addition to that for the common areas and services. However, DG set capacity calculation shall take into account suitable overall diversity of 60%. This back-up is exclusive of the back-up required and provided for Central Air-conditioning plant of the Complex to be located in the services area(s). It is specifically made clear to the Apartment Allottee that in the event of non payment of electricity charges as billed by the Company/the Maintenance Agency, the Company/the Maintenance Agency shall have the right to disconnect such supply of electricity without any notice. The total price of the said Apartment does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Apartment Allottee at his/her own cost. If due to any subsequent legislation/Govt. order, directives, guidelines or</p>	<p>The Total Price of the Apartment includes the cost of providing electric wiring, fire detection and fire fighting equipment in the Common Areas and Facilities within the GHS Belaire as prescribed in the Fire Fighting Code/Regulations under National Building Code 1983, amendment No.3 of January, 1997.</p> <p>The Company undertakes to provide residential electricity connection through Dakshin Haryana Bijli Vitran Nigam (DHBVN) or State Electricity Boards (SEB) with sufficient capacity as defined in Annexure [] for the GHS Belaire. The Company shall also provide sufficient backup power facility for the requirements defined in Annexure []. The backup power plant may be located within or outside the complex and the same shall be an integral part of the Common Area and Facilities of the GHS Belaire and for the exclusive use of the GHS Belaire.</p> <p>In the event that any other type of connection (other than residential) such as industrial or commercial, is provided at the time of handing over the possession, the Company shall bear the additional cost of electricity charges and the Allottees shall be liable to pay the electricity charges, based on their actual consumption, only at the rates applicable for residential connection as chargeable by DHBVN from time to time.</p> <p>The Total Price of the Apartment does not include the cost of electric fittings, fixtures, electric and water meter etc. within the</p>

	<p>change/amendments in Fire Code including the National Building Code or if deemed necessary by the Company or any of its nominees at its sole discretion, additional fire safety measures are undertaken, then the Apartment Allottee undertakes to pay within thirty (30) days from the date of written demand by the Company, the additional expenditure incurred thereon along with other Apartment Allottees proportion to the super area of his/her Apartment to the total super area of all the Apartments in the said Building/said Complex as determined by the Company.</p>	<p>Apartment which shall be installed by the Allottee at his/her own cost. If, before the handing over possession, due to any change or enactment of any legislation, laws, bylaws or Govt. orders, directives, guidelines or change /amendments in Fire Code including the National Building Code, any additional fire safety measures are required to be installed, the Company shall install the same and the said liability, after the handing of possession, shall be of the Allottees who shall pay on pro rata basis.</p>
1.14	<p>The Apartment allottee has agreed and understood that the company or its agents may at their sole discretion and subject to such government approvals as may be necessary, enter into the arrangement of generating and/or supplying power to the various complexes with or outside the DLF City, Gurgaon (Haryana) including the Belair Complex in which the Apartment allottee may be owning the said apartment. In such an eventuality the apartment allottee fully concurs and confirms that he /she shall have no objection to such arrangement for generating and/or supply of power but also gives complete consent to such arrangement including it being an exclusive source of power supply to the said complexes or to the Apartment Allottee directly and has noted the possibility of its being to the exclusion of power supply from DHBVN/State electricity Boards (SEBs)/any other source. The apartment allottee further agrees that this arrangement could be provided within the various complexes of DLF City, Gurgaon by the Company or its agents directly or through the respective Association of apartment owners. It is further agreed by the apartment allottee that the company or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as</p>	<p>To be deleted.</p>

	<p>may be considered necessary by the Company or its agents in their sole discretion from time to time. It is also understood that the said equipment/plant may be located anywhere in or around DLF City, Gurgaon including within or nearby the said Complex within which the Apartment allottee may be owning the apartment.</p> <p>It is further agreed and confirmed by the Apartment allottee that the company or its agents shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by the DHBVN/State Electricity Boards. The apartment allottee agrees and confirms that he/she shall pay the tariff to the company or its agents directly or through the Association of apartment allottee respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its agents. The apartment allottee also confirms that he/she had understood that such power generating and/or supplying equipment may during its operation inconvenience the Apartment allottee and the apartment allottee has no objection to the same. The obligation to pay the tariff shall remain with the Apartment Allottee to be paid forthwith as per demand. The Apartment Allottee further specifically agrees not to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Apartment Allottee's ownership of the said Apartment. This clause shall survive the conveyance of the said apartment or any subsequent sale/resale or conveyancing thereof.</p>	
2	Payment for taxes, wealth-tax, cesses by Apartment Allottee	Payment for taxes on land, wealth-tax, cesses by Allottee

	<p>That the Apartment Allottee agrees to pay directly or if paid by the Company then reimburse to the Company on demand, Govt. rates, property taxes, Wealth Tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the said Complex and/or building(s) constructed on the said Portion of Land or the said Apartment, as the case may be, as assessable/applicable from the date of application of the Apartment Allottee and the same shall be borne and paid by the Apartment Allottee in proportion to the Super Area of the said Apartment to the super area of all the Apartments in the said building/said Complex as determined by the Company. Further the Apartment Allottee shall be liable to pay from the date of his/her application house-tax/property-tax, fire fighting tax or any other Fee or Cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Apartment Allottee is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Apartment Allottee in proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Building/said Complex as determined by the Company. These taxes, fees, cesses etc shall be paid by the Apartment Allottee irrespective of the fact whether the maintenance is carried out by the Company or its Nominee or any other Body or Association of all or some of the Apartment owners.</p>	<p>The Allottee agrees to pay directly, or if paid by the Company, then reimburse to the Company on demand, Govt. rates, property taxes, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the GHS Belaire /or building(s) constructed on the Said Land or the Apartment, as the case may be, as assessable/applicable from the date of application of the Allottee and the same shall be borne and paid by the Allottee in proportion to the Super Area of the said Apartment to the Super Area of all the Apartments in the GHS Belaire. Further the Allottee shall be liable to pay from the date of his/her application house-tax/property-tax, fire fighting tax or any other fee or cess as and when levied by a local body or authority and so long as the Apartment of the Allottee is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee in proportion to the Super Area of the said Apartment to the total Super Area of all the Apartments in the GHS Belaire.</p>
3	<p>Amount paid by Apartment Allottee with Application</p> <p>That the Apartment Allottee has paid a sum of Rs.....(Rupees.....only) being part payment towards the cost of the said Apartment at the time of application the receipt of which the Company doth hereby acknowledge and the Apartment Allottee shall and doth hereby agree to pay the remaining price of the Apartment as prescribed in Schedule of Payments</p>	<p>Amount paid by Apartment Allottee with Application</p> <p>That the Allottee has paid a sum of Rs [] (Rupees [] only) being part payment towards the cost of the Apartment at the time of application the receipt of which the Company doth hereby acknowledge and the Allottee shall and doth hereby agree to pay the remaining price of the Apartment as prescribed in schedule of payments (Annexure []) attached with this Agreement</p>

	(Annexure-III) attached with this Agreement along with all other charges, securities etc. as may be demanded by the Company within the time and in the manner specified therein.	along with all other charges, securities etc. as may be demanded by the Company within the time and in the manner specified therein.
4	<p>Earnest Money</p> <p>The Apartment Allottee has entered into this Agreement on the condition that out of the amount(s) paid/payable by him/her for the said Apartment and the parking spaces allotted to him/her, the Company shall treat 10% of the sale price of the Apartment 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. The term sale price shall include basic sale price, preferential location charges, sale price of car parking space (s), due or to be paid which form part of the Schedule of Payments at Annexure III.</p> <p>The Apartment Allottee hereby authorizes the company to forfeit out of the amounts paid/payable by him/her, the earnest money as aforementioned together with any interest paid, due or payable along with an any other amount of a non refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker in the event of the failure of the Apartment allottee to perform his/her obligations or fulfill all the terms and conditions set out in the application and / or this Agreement executed by the Apartment allottee including but not limited to the concurrence of any event of default as described in Clause (12) of this Agreement or in the event of failure of the Apartment Allottee to sign and return this Agreement in its original form to the Company within thirty (30) days from the date of its dispatch by the Company.</p> <p>The Apartment allottee agrees that the conditions for forfeiture of earnest money</p>	<p>Earnest Money</p> <p>The Allottee has entered into this Agreement on the condition that, out of the amount(s) paid/payable by him/her for the Apartment alongwith the parking spaces allotted to him/her, the Company shall treat 10% of the sale price of the Apartment amounting to Rs.[] (Rupees [] as earnest money to ensure fulfillment, by the Allottee, of the terms and conditions as contained in this Agreement.</p> <p>Earnest money shall not include any other charges such as Preferential Locations Charges, brokerage charges etc. However, the earnest money shall be liable for forfeiture in case any of the following contingencies occur:</p> <p>(i) In case the Allottee terminates the present agreement without any default or breach by the Company.</p> <p>In case, however the Allottee has terminated the agreement on the basis of default or breach by the Company, then the Company shall not have the right to forfeit any amounts deposited by the Allottee as the same shall be recoverable only on the determination of the issues between the Parties by the Arbitrator. The Company shall be liable to refund the entire amount deposited in the first instance, with the Allottee being required to furnish security for an amount of the earnest money, with an undertaking that he shall be liable to pay interest @ []% per annum on the earnest money so retained in case he fails to prove the breach.</p> <p>(ii) In case the Allottee fails to make payments for 3 consecutive stages of construction, despite having been issued notice in that regard.</p>

	<p>shall remain valid and effective till the execution and registration of the conveyance deed for the said Apartment and that the Apartment Allottee hereby authorises the Company to effect such forfeiture without any notice to the Apartment Allottee and the Apartment allottee has agreed to this condition to indicate his/her commitment to faithfully abide by all the terms and conditions contained in his/her application and this Agreement.</p>	<p>The Parties agree that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the conveyance deed for the Apartment.</p>
5	<p>Mode of Payment</p> <p>That the Apartment Allottee shall make all payments in time in terms of Schedule of Payments as given in Annexure-III annexed to this Agreement and 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 Limited' payable at New Delhi/Delhi.</p>	<p>Mode of Payment</p> <p>Subject to the Company abiding by the construction milestones, the Allottee shall make all payments, on demand by the Company, within the stipulated time as mentioned In the schedule of payments as annexed to this Agreement through A/ c Payee cheque/demand draft in favour of 'MIs [] payable at New Delhi/Delhi.</p>
6	<p>Compliance of Laws relating to remittances</p> <p>The <b>Apartment Allottee</b>, 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 permission, approvals which would enable the Company to fulfill its 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</p>	<p>Compliance of Laws relating to remittances</p> <p>The <b>Allottee</b>, 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 permission, approvals which would enable the Company to fulfill its 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 Allottee understand and agrees that in the event of any failure on his/her part to comply with the applicable</p>

	<p>applicable law . The Apartment Allottee understand and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 regard. The Apartment Allottee shall keep the Company full indemnified and harmless in this regard. Whenever there is any change in the residential status or 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 any Apartment Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Apartment Allottee only.</p>	<p>guidelines issued by the Reserve Bank of India, he/she 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 regard. The Allottee shall keep the Company full indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the 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 any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Allottee only.</p>
7	<p>Adjustment/Appropriation of Payments</p> <p>The Apartment Allottee authorises the Company to adjust/appropriate all payments made by him/her under any head(s) of dues against outstanding, if any, in his/her name as the Company may in its sole discretion deem fit and the Apartment Allottee undertakes not to object/demand/direct the Company to adjust his payments in any manner otherwise than as decided by the Company in its sole discretion.</p>	<p>Adjustment/Appropriation of Payments</p> <p>The Allottee authorizes the Company to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Company may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Company to adjust his payments in any manner otherwise than as decided by the Company in its sole discretion</p>
8	<p>Time is Essence</p> <p>Time is the essence with respect to the Apartment Allottee's obligations to pay the price of the said Apartment in accordance with the Schedule of Payments as given in Annexure III along</p>	<p>Time is Essence</p> <p>Time is of essence for the Company as well as the Allottee. The Company shall abide by the time schedule for completing the construction, creating the facilities and handing over the Apartment to the Allottee</p>

	<p>with other payments such as applicable stamp duty, registration fee, interest bearing maintenance security 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 or observe all the other obligations of the Apartment Allottee under this Agreement. It is clearly agreed and understood 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 obligations to be performed by Apartment Allottee. However, in case of any default / delay in the payments b the Apartment Allottees, the Company may take such actions as may be permitted within the scope of this agreement.</p>	<p>after receiving the occupation certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Company. It is clarified that the Allottee shall be liable to make the payment of the installment only after the corresponding construction stage being completed and the cogent and independent evidence of actual work and progress done being provided along with certificate of proof from an independent registered architect about the actual progress of the building (with the actual site photographs).</p> <p>In case the Allottee fails and/or neglects to make timely payments of the installments and defaults in payment for three consecutive installments, the Company shall have the right to cancel the Apartment and forfeit 10% of the sale consideration as provided in Cause 4 and refund the remaining amount to the Allottee without interest within 30 days from the date of termination.</p>
9.1	<p>Construction of the said Building/said Apartment/said Complex</p> <p>The Apartment allottee has seen and accepted the Schedule of Payments, (as given in Annexure III) tentative typical Apartment plans/tentative typical floor plan/tentative layout plan(s)/tentative parking plan (as given in Annexure-VI) tentative specifications (as given in Annexure-V ) which are subject to change at the sole option and discretion of the Company and the Apartment Allottee has accepted and consented to this condition. The construction of 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 subject to the right of the Company to amend the specifications in order to</p>	<p>Construction of the Building/ Apartment/GHS Belaire</p> <p>The Allottee has seen and accepted the Schedule of Payments, (as given in Annexure []), apartment and floor plans, layout plans as represented by the Company to have been approved by the Government agencies (as given in Annexure []) and the specifications of the apartment (as given in Annexure []). The Company will construct the said GHS Belaire in accordance with the said lay out plans, floor plans and specifications. Subject to Clause 1.6, the Company undertakes to strictly abide by such plans approved by the Government agencies and as shown in the Annexure(s) attached herewith and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Haryana Development and Regulation of Urban Area Act 1975, Haryana</p>

<p>substitute materials, plans and equipment or fixtures of similar quality or subject to any direction from competent authority or due to force majeure conditions or reasons beyond control of the company and the Apartment allottee hereby agrees to this condition. The Apartment Allottee has further authorised the Company to carry out, on his/her behalf, such additions, alterations, deletions and modifications in the building plans, floor plans, Apartment plans, change in specification etc. including the number of Apartments/floors as the company may consider necessary or as directed by any competent authority while sanctioning the building/layout plans or at any time thereafter till the grant of an occupation certification. The Company may increase the proposed number of floors in the said building and shall be seeking necessary approvals for the same. The Apartment Allottee hereby agrees 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 has no objection to the same. In case the Company is able to obtain the necessary approvals for increasing the number of floors and /or increase the height of the said building then in such case, the company shall inform the Apartment allottee about whether the Apartment allottee wishes to move to a higher floor. If the Apartment Allottee conveys his desire to shift to a higher floor, the same may be permitted by the Company at its sole discretion. The Apartment allottee shall not claim any reduction in price of his Apartment due to increase in the number of floors in the said building. Accordingly, his application and this Agreement shall stand modified to this effect. The intimation of option to shift to a higher floor will be given to all the Apartment Allottees by way of a written notice. The issuance of the occupation certificate for the building/complex shall be the conclusive evidence (issue for the said building or for the said complex as</p>	<p>Development and Regulation of Urban Area Rules 1976 and the Punjab Schedule Roads and Controlled Areas (Restriction of Unregulated Development) Act 1963 and the Apartment Act as amended from time to time and shall not have an option to make any variation/alteration/ modification in such plans or Annexures and breach of this term by the Company shall constitute a material breach of the Agreement.</p>
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	<p>the case may be) that the building/complex and the said Apartment have been fully completed in accordance with the plans and specifications as annexed to this Agreement or any modifications thereof and the Apartment allottee agrees that upon issue of occupation certificate he/she shall not make any claim against the Company in respect of any item of work in the said apartment which may be alleged not to have been carried out or completed or in respect of any design, specifications, building materials used or for any other reason whatsoever. A copy of the tentative typical Apartment plans, tentative typical floor plan, tentative parking plan is attached to this Agreement as Annexure VI.</p>	
<p>9.2</p>	<p>Major Alteration/Modification</p> <p>In case of any major alteration/modifications resulting in +/- 10% change in the super area of the said Apartment or material/substantial change, in the sole opinion of and as determined by the 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 price of the said Apartment to be paid by him/her and the apartment allottee agrees to deliver to the company his/her 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 his/her full and unconditional consent to all such alterations/modifications and for payments, if any to be paid in consequence thereof. If the written notice of Apartment Allottee is received by the company within thirty (30) days of intimation in writing by the Company indicating his/her non-consent/objections to such alterations/modifications as</p>	<p>To be deleted</p>

	<p>intimated by the company to the Apartment allottee then in such case alone the Company may at its sole option and 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 its obligations and liabilities under this Agreement and the Apartment allottee agrees and authorises the company to resell or deal with the said apartment and the parking space thereafter in any manner whatsoever at the company's sole discretion.</p>	
<p>10.1</p>	<p>Schedule for Possession of the said Apartment</p> <p>The Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Apartment within a period of three (03) years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in Clauses (11.1), (11.2), (11.3) and Clause (39) or due to failure of Apartment Allottee(s) to pay in time the price of the said Apartment alongwith other charges and dues in accordance with the schedule of payments given in Annexure III or as per the demands raised by the Company from time to time or any failure on the part of the Apartment Allottee(s) to abide by all or any of the terms or conditions of this Agreement.</p>	<p>Schedule for Possession of the said Apartment</p> <p>The Company agrees and understands that timely delivery of possession is the essence of the Agreement. The Company, based on the approved plans and estimates, assures to hand over possession of the Said Land/ Apartment within a period of 3 years from the date of execution of the Agreement entered into by the Company for the present project (GHS Belaire) unless there is delay or failure due to Force Majeure conditions or circumstances beyond the control of the Company. In case there are any delays, the Company shall keep the Allottee fully informed and communicate new estimated date of possession.</p> <p>If, however, the completion of the Building is delayed due to the Force Majeure conditions then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions is not of a nature which make it impossible for the contract to be implemented.</p>

		<p>The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the project due to Force Majeure conditions, then this allotment shall stand terminated as if it has been terminated with mutual consent. Then the Company shall refund to the Allottee the entire amount received by the Company from the allotment, alongwith interest @ []%, within 60 days from the date of happening of the Force Majeure conditions. After refund of the money paid by the Allottee, Allottee agrees that he/ she 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.</p>
<p>10.2</p>	<p>Procedure for taking possession</p> <p>The Company, upon obtaining certificate for occupation &amp; use from the competent authority(ies) shall offer in writing to the Apartment Allottee to take over, occupy and use the said Apartment in terms of this Agreement within thirty (30) days from the date of issue of such notice and the Company shall hand over the said Apartment to the Apartment Allottee for his/her occupation and use subject to the Apartment Allottee having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation etc.</p> <p>The Apartment Allottee shall be liable to pay the levy of maintenance charges from the date of grant of the occupation certificate more fully described in Clause 14.4 mentioned hereinafter irrespective of the Apartment Allottee taking over possession of the said Apartment at a later</p>	<p>Procedure for taking possession</p> <p>The Company, upon obtaining certificate of occupation and use from the competent authority shall offer in writing the possession of the Apartment, to the 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 Apartment to the Allottee. The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Company. The Allottee agree(s) to pay the maintenance charges as determined by the Company/RWA as the case may be.</p>

<p>10.3</p>	<p>Failure of Apartment Allottee to take Possession</p> <p>Upon receiving a written intimation from the Company in terms of Clause (10.2) above, the Apartment Allottee shall within the time stipulated by the Company in the notice, take over the said Apartment from the Company by executing necessary indemnities, Undertakings, Tripartite Maintenance Agreement and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by the Apartment Allottee of all the dues under this Agreement permit the Apartment Allottee to occupy and use the said Apartment. If the Apartment Allottee fails to take over the Apartment as aforesaid within the time limit prescribed by the Company in its notice, then the said Apartment shall lie 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 his/her failure to take over the said Apartment in the manner as aforesaid, then the company shall have the option to cancel this Agreement and avail the remedies as stipulated in Clause (12) 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 over 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 charges @Rs.5/- per sq. ft. of the super area per month for taking delayed possession of the Apartment for the entire period of delay and to withhold conveyance or handing over for occupation and use of the said Apartment till the entire charges/penalty with applicable over due interest., if any, at the rates as prescribed in this agreement are fully paid. It is made clear and the Apartment Allottee agrees that</p>	<p>Failure of Apartment Allottee to take Possession</p> <p>Upon receiving a written intimation from the Company as per Clause 10.2, the Allottee shall, within the time stipulated by the Company in the notice, take possession of the Apartment from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Company shall give possession of the Apartment along with Common Areas and Facilities to the Allottee. In case the Allottee fails to take possession, such Allottee shall still be liable to pay maintenance charges as prescribes in this Agreement and raised from time to time by the Company/RWA.</p> <p>Further it is agreed by the Allottee that in the event of his/her failure to take over the said Apartment in the manner as aforesaid, then the Company shall have the option to cancel this Agreement.</p> <p>However, before exercising the option of cancelling the Agreement, the Company shall condone the delay by the Allottee in taking over the Apartment on the condition that the Allottee shall be liable to pay to the Company appropriate charges per month for taking delayed possession of the Apartment for the entire period of delay. If the Allottee fails to meet the above mentioned condition within 3 months from the date of the receipt of the written intimation from the Company to take over possession, then the Company may exercise the option of cancelling the Agreement.</p> <p>If the Company elects to cancel this Agreement, the Company shall have the right to retain the earnest money as specified in this Agreement and refund the balance amount to the allottee without interest within 30 days.</p>
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	<p>the charges/penalty as stipulated in this clause shall be a distinct charge and payable till such time the said Apartment is put in use by self or on lease and is not related to (but in addition to) maintenance or any other charges as provided in this Agreement. Further the Apartment Allottee agrees that in the event of his/her failure to take over the said Apartment within the time stipulated by the Company in its notice, h/she shall have no right or claim in respect of any item of work in the said Apartment which he/she 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 that he/she 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.</p>	
<p>11.1</p>	<p>Delay due to reasons beyond the control of the Company</p> <p>If, however, the completion of the said Building/said Complex is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the company, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery for possession is as a result of any Act, Notice, Order, Rule or Notification of the government and /or any other :public or competent authority or due to delay in grant of completion/occupation certificate by any competent authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment/said Building/said</p>	<p>To be deleted.</p>

plot for any amenities, facilities intended to be create therein or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any other reasons beyond the control of the Company 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 beyond the control of the company so warrant, the company may suspend the scheme for such period as it may consider expedient and the Apartment allottee agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause 11.4) of this Agreement during the period of suspension of the Scheme.

The Apartment allottee confirms that he/she has authorised the company to treat this Apartment Buyers' Agreement executed by him/her as cancelled in consequence of the company abandoning the project the Apartment allottee confirms that he/she has given irrevocable authority to the Company that upon such cancellation/abandonment and subject to Apartment allottee not being in default under this Agreement and to refund by registered post, the amounts attributable to the said Apartment (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) 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 he/she 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.	
11.2	<p>Failure to deliver possession due to Government Rules, Orders, Notifications etc.</p> <p>That if as a result of any law that may be passed by any legislature or Rule, Regulation or order or Notification that may be made and /or issued by the Government or any other Authority including a Municipal Authority, the Company is unable to complete the constructions of the said Apartment/said Building./said Complex, then the Company may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the money(ies) paid by the Apartment Allottee in pursuance of this Agreement, shall continue to remain with the Company and the Apartment Allottee agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/Tribunal(s)/Authority(ies). However the Apartment Allottee may, if he/she 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 of the aforesaid challenge of the Company to the impugned Legislation/Order/Rule/Regulation/Notification not succeeding and the said legislation/order/rule/regulation becoming final, absolute and binding, the Company</p>	<p>Failure to deliver possession due to Government Rules, Orders, Notifications etc</p> <p>If the Company is unable to construct/ continue or complete the construction of the GHS Belaire due to any governmental/ regulatory authority's action provided the same is not due to the fault of the Company, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and / or relevant authority. In such a situation, the amounts paid by the Allottee shall continue to remain with the Company. However, in case the Allottee chooses to terminate this Agreement and asks for the refund of all the money paid to the Company, the Company shall refund the entire amount paid by the Allottee to the Company within 30 days from the date of such intimation by the Allottee and thereafter the Allottee shall be left with no other right or claim of whatsoever nature against the Company under or in relation to this Agreement. Alternatively, the Allottee may continue with the Agreement and in such a situation, this Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s) / relevant authority (ies). However the Allottee may, if he/she so desires, become a party along with the Company / RWA in such litigation to protect Allottee's rights arising under this Agreement. In the event of 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 Company and the Allottee shall be liable to fulfill all obligations as provided in this Agreement. During the period the Agreement is in abeyance, the Company shall deposit the amount paid by the Allottees (who choose to continue with the agreement) in a Bank and the interest accrued on the said amount shall be divided between the Allottees on pro rata basis.</p>

	<p>will, subject to provisions of law/court order, refund to the Apartment Allottee, the amounts attributable to the said Apartment (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Apartment Allottee by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Apartment Allottee agrees to accept the Company's decision, in this regard to be final and binding. Save as otherwise provided herein, the Apartment Allottee shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.</p>	
<p>11.3</p>	<p>Failure to deliver Possession by the company: remedy to Apartment Allottee</p> <p>If for any reasons other than those given in Clauses (11.1.), (11.2) supra and Clause (39), the company shall be unable to or fails to deliver possession of the said Apartment to the Apartment Allottee within three (03) years from the date of execution of this Agreement or within any extended period or periods as envisaged under this Agreement, the 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 three (03) years 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 allotted parking space to any other party at such price and upon such terms and conditions as the Company may deem fit without accounting for the sale proceeds thereof to the Apartment Allottee. Thereafter the Company shall within ninety (90) days from the date of full realisation of the sale price after sale of said Apartment and parking space refund to the Apartment Allottee, without any interest, the amounts paid by him/her</p>	<p>To be deleted.</p>

	<p>in respect of the said Apartment and the parking space without deduction of earnest money but after deduction of brokerage paid by the Company to the broker/ sales organiser in case the booking is done through a broker/ sales organiser. The Apartment Allottee agrees that he / she shall have no other claim against the Company in respect of the said Apartment and parking space under this Agreement. If the Apartment Allottee fails to exercise his/her right of termination within the time limit as aforesaid, by delivery to the Company of a written notice acknowledged by the Company in this regard then he/she shall not be entitled to terminate this Agreement thereafter and he/she shall continue to be bound by the provisions of the this Agreement.</p>	
11.4	<p>Failure to deliver Possession : Remedy to the Company</p> <p>The Apartment Allottee agrees that in consequence of the Company abandoning the Scheme or becoming unable to give possession within three (03) years from the date of execution of this Agreement or such extended periods as permitted under this Agreement, the Company shall be entitled to 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 to pay no other compensation whatsoever.</p> <p>However, the Company may, at its sole option and discretion, decide 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 Clause (11.1.), (11.2), (11.3) and Clause (39) and subject to the Apartment Allottee not being in default under any term of this Agreement,</p>	To be deleted.

	<p>compensation @ Rs.5/- per sq. ft. of the super area of the said Apartment per month for the period of such delay beyond three (03) years 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.</p>	
<p>12</p>	<p>Events of defaults and consequences</p> <p>It is specifically made clear to the apartment allottee 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. With a view to acquaint the Apartment Allottee, some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.</p> <p>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 interest bearing maintenance security as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Company to the Apartment Allottee under the terms of this Agreement, and all other defaults of similar nature.</p> <p>Failure to perform and observe any or all of the Apartment Allottee's obligations including those contained in {12(i)} above as set forth in this Agreement or if the Apartment Allottee fails to execute any other deed/document/Undertakings/indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Company in relation to the said Apartment.</p>	<p>Events of defaults and consequences</p> <p>Subject to the Force Majeure clause, the Company shall be considered under a condition of Default, if it fails to deliver on any of the following milestones:</p> <ul style="list-style-type: none"> <li>(i) Company delays the construction and misses two consecutive construction linked milestones and their associated time lines as defined in Annexure []; or</li> <li>(ii) Company changes the specifications of the GHS Belaire in a major manner without the prior written consent of the Allottees; or</li> <li>(iii) Company fails to provide ready to move in possession of the apartment to the Allottee within the time period specified. For the purpose of this clause, '<i>ready to move in possession</i>' shall mean that the apartment shall be in a habitable condition which is complete in all respects.</li> </ul> <p>In case of Default by Company under the conditions listed above, Allottee is entitled to the following:</p> <ul style="list-style-type: none"> <li>(i) Stop making any more payments to Company as demanded by the Company. If the Allottee stops making payments, the Company shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal</li> </ul>

<p>Failure to take over the said Apartment for occupation and use within the time stipulated by the Company in its notice.</p> <p>Failure to execute the conveyance deed within the time stipulated by the Company in its notice.</p> <p>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 bulk supply of electrical energy 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</p> <p>Failure, pursuant to a request by the Company, in terms of Clause (28) 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.</p> <p>Assignment of this Agreement or any interest of the Apartment Allottee in this Agreement without prior written consent of the Company.</p> <p>Dishnour of any cheque(s) given by Apartment Allottee for any reason whatsoever.</p> <p>Sale/transfer/disposal of/dealing with, in any manner, the parking space independent of the said Apartment or usage of the parking space other than for parking his / her vehicle.</p> <p>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,</p>	<p>interest or</p> <p>(ii) The Allottee shall have the option of terminating the Agreement in which case the Company shall be immediately liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with simple interest @ []% per annum within 30 days of receiving the termination notice.</p> <p>In case the Allottee issues a letter of termination due to breach alleged by the Allottee on any of the above grounds, the Company shall terminate the Agreement in accordance with the condition stipulated above.</p> <p>In case the Company chooses to abandon the project, the Company shall be liable to refund all the money paid by the Apartment Allottee along with interest of []% p.a.</p>
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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.

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, at its sole discretion decide, by notice to the Apartment Allottee, to cancel this Agreement. If the Company elects to cancel this Agreement, the Apartment Allottee shall have thirty (30) days from the date of issue of notice of cancellation by the Company to rectify the default as specified in that notice. The Apartment Allottee agrees that if the default is not rectified within such thirty (30) days, this Agreement shall be liable to be cancelled/cancelled without any further notice and the Company shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Apartment Allottee agrees that upon such cancellation of this Agreement, the Company will be released and discharged of all liabilities and obligations under this Agreement and the Apartment Allottee hereby authorises the Company that the said Apartment and the car parking space may be sold to any other party by the Company or dealt in any other manner as the Company may in its sole discretion 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 cancel this Agreement, any amount which is found to be refundable to the Apartment Allottee over and above the amounts retained as

	<p>and for liquidated damages such as the earnest money, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, brokerage, if any, paid, etc. shall be refunded by the Company only after realizing such refundable amount on further sale/resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation 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 the car parking space in any manner whatsoever.</p>	
13	<p>Conveyance of the said Apartment</p> <p>The company, its associates companies, its subsidiary companies as stated earlier shall prepare and execute along with the Apartment Allottee a conveyance deed to convey the title of the said Apartment in favour of Apartment Allottee but only after receiving full payment of the total price of the Apartment and the parking space allotted to him/her and payment of all securities including interest bearing maintenance security, deposits and charges for bulk supply of electrical energy, interest, penal 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 shall be free to appropriate the part of sale price paid by the Apartment Allottee towards the said charges and expenses and the Apartment Allottee shall forth with deposit the shortfall in the sale price so caused together with interest for the period of</p>	<p>Conveyance of the said Apartment</p> <p>The Company, on receipt of complete justified and legal due amount under the said Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible rights in the Common Areas and Facilities in the GHs Belaire within 30 days from the date of filing of Deed of Declaration.</p> <p>However, in case the 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 Allottee authorises the Company to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Company is made by the Allottee.</p> <p>The 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).</p>

	<p>delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in the Schedule of Payment (Annexure III) hereof. If the Apartment Allottee is in default of any of the payments as set forth in this Agreement then the Apartment Allottee authorises the Company to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues to the Company is made by the Apartment Allottee. The Apartment Allottee undertakes to execute conveyance Deed within the time stipulated by the Company in its written notice failing which the Apartment Allottee authorises the Company to cancel the allotment and terminate this Agreement in terms of Clause (12) of this Agreement and to forfeit out of the amounts paid by him/her the earnest money, delayed payment interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed in Clause (12) Supra. 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).</p>	
14.1*	<p>Maintenance of the said Building. said Complex/ said Apartment</p> <p>In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures the Company shall, upon the completion of the said Building. said Complex, hand over the maintenance of the said Building/said Complex to the Association of Apartment Allottees or such other agency/ body/ company/ association of condominium (hereafter referred to as "maintenance agency") as the Company in its sole discretion may deem fit. The Apartment Allottee if so directed by the Maintenance Agency/ the</p>	<p>Maintenance of the said Building/Complex/ Apartment</p> <p>The Company shall be responsible to maintain the GHS Belaire till the receipt of the occupation certificate or the date of allotment whichever is later. Cost of such maintenance has been included in the Total Price of the Apartment.</p> <p>However, after the receipt of the occupation certificate or date of allotment whichever is later and until the time the GHS Belaire is handed over to the RWA as provided for in latter part of this clause, the Company shall be responsible for maintenance of the GHS Belaire and for such purpose may charge</p>

<p>Company at its sole discretion hereby agrees to execute Tripartite Maintenance Agreement (draft given in Annexure VII to this Agreement) with the Maintenance Agency or any other nominee/ agency or other body/ association of apartment owners as may be appointed by the Company from time to time 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 draft Tripartite Maintenance Agreement is signed and returned with this agreement. The Apartment allottee further undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the maintenance agency from time to time. The company reserves the right to change modify, amend, impose additional conditions in the Tripartite Maintenance Agreement at the time of its final execution. The maintenance charges shall become applicable/ payable from the date the maintenance agency commences the maintenance of the said complex/said building after the company has received the Occupation Certificate/the date of allotment whichever is later.</p> <p>It is further clarified that the company may at its sole discretion hand over the maintenance of the said Building/said Complex to anybody/association of apartment owners of the said Complex/said Building including but not limited to any body/association of condominium or the 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 complex and the Apartment Allottee specifically confirms his consent to this proposal. It is further specifically clarified that the Draft Tripartite Maintenance Agreement, set out at Annexure VII to this Agreement is</p>	<p>the Allottee reasonable maintenance charges.</p> <p>As per the provisions of the Apartment Act, the Company shall handover the maintenance of the GHS Belaire in all respects to a legally constituted association of apartment owners (hereinafter referred to as the “<b>RWA</b>”) on the date of filing of the Deed of Declaration and shall give an undertaking and affidavit to that effect in favor of the RWA.</p> <p>The Allottee undertakes to pay maintenance charges at a rate to be determined by the RWA for each Apartment and proportionate undivided share in the Common Areas and Facilities. The entire Common Areas and Facilities (as listed in Annexure []) shall be available for use and ownership by the Allottee subject to timely payment of maintenance charges to the RWA. The Allottees agree that in the event of failure to pay maintenance charges on or before due date as demanded by RWA, he/she shall not have the right to use such Common Areas and Facilities</p> <p>The Company shall be responsible for paying the maintenance charges for the unsold, unoccupied Apartments once the maintenance charges are made applicable by the RWA.</p> <p>In order to provide necessary maintenance services till the GHS Belaire is handed over to the RWA, dedicated focus and transparency in accounting and audit procedures the Company shall hand over the maintenance of the Building/GHS Belaire to such other agency/ body/ company (hereafter referred to as “<b>Maintenance Agency</b>”) as the Company in its sole discretion may deem fit. The Allottee if so directed by the Maintenance Agency/ the Company at its sole discretion hereby agrees to execute Tripartite Maintenance Agreement (draft given in Annexure [] to this Agreement) with the Maintenance Agency or any other nominee/ agency or other body</p>
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	<p>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 Draft Tripartite Maintenance Agreement, the Apartment Allottee shall not have any objection to the same and shall execute the Tripartite Maintenance Agreement as may be required by the said Maintenance Agency or Association of Apartment Owners or Association of Condominium or its nominees or assigns. The payment of maintenance charges will be applicable whether or not possession is taken by the Apartment Allottee.</p>	<p>as may be appointed by the Company from time to time for the maintenance and upkeep of the GHS Belaire. This Agreement shall not be deemed to be executed till the draft Tripartite Maintenance Agreement is signed and returned with this agreement. The Allottee further undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Company reserves the right to change modify, amend, impose additional conditions in the Tripartite Maintenance Agreement at the time of its final execution. The maintenance charges shall become applicable/ payable from the date the Maintenance Agency commences the maintenance of the said complex/said building after the company has received the occupation certificate/the date of allotment whichever is later.</p> <p>It is further specifically clarified that the Draft Tripartite Maintenance Agreement, set out at Annexure [] to this Agreement is merely an indicative agreement that is proposed to be entered into with the Allottee for maintenance and upkeep of the Building/said complex. However, if at any time, after having taken over the GHS Belaire, the RWA decides to modify, alter, add, delete any one or more of the terms and conditions of the Draft Tripartite Maintenance Agreement or cancel the Agreement, it may do so. The payment of maintenance charges will be applicable whether or not possession is taken by the Allottee.</p>
14.2	<p><b>Interest Bearing Maintenance Security (IBMS)</b></p> <p>In order to secure adequate provision of the maintenance services and due performance of the Apartment Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Apartment</p>	<p><b>Interest Bearing Maintenance Security (IBMS)</b></p> <p>In order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance bills and other charges, the Allottee agrees to deposit, as per the schedule of payment given in Annexure []</p>

Allottee agrees to deposit, as per the schedule of payment given in Annexure III and to always keep deposited with the Company/ maintenance agency an interest bearing maintenance security calculated at the rate of Rs. 100/- 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 bills, other charges on or before the due date, the Apartment Allottee in addition to permitting the Company to deny him/ her the right to avail the maintenance services also authorises the Company to adjust in the first instance, the interest accrued on the interest bearing maintenance security against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Apartment Allottee further authorises the Company to adjust the principal amount of the interest bearing maintenance security against such defaults. If due to such adjustment in the principal amount, the interest bearing maintenance security falls below the agreed sum of Rs. 100/- 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 interest bearing maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Apartment Allottee agrees to pay such increases within fifteen (15) days of demand by the Company. If the Apartment Allottee fails to pay such increase in the Interest Bearing Maintenance Security or to make good the shortfall as aforesaid on or

and to always keep deposited with the Company, an interest bearing maintenance security calculated at the rate of Rs. 100/- 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 Allottee to pay the maintenance bills, other charges on or before the due date, the Allottee in addition to permitting the Company to deny him/ her the right to avail the maintenance services also authorises the Company to adjust in the first instance, the interest accrued on the interest bearing maintenance security against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Allottee further authorises the Company to adjust the principal amount of the interest bearing maintenance security against such defaults. If due to such adjustment in the principal amount, the interest bearing maintenance security falls below the agreed sum of Rs. 100/- per square ft. of the Super Area of the Apartment, then the Allottee hereby undertakes to make good the resultant shortfall within 15 days of demand by the Company. The Company reserves the right to increase the interest bearing maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within 15 days of demand by the Company.

If the Apartment Allottee fails to pay such increase in the interest bearing maintenance security or to make good the shortfall as aforesaid on or before its due date, then the Allottee authorizes the Company to charge interest on the delayed payment.

It is made specifically clear and it is so agreed by and between the parties hereto that this interest bearing maintenance

before its due date, then the Apartment Allottee authorises 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 and to refund to the Apartment Allottee the balance of the money realized from such sale after deducting there from the entire earnest money, interest on delayed payments, any interest paid, due or payable 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 interest bearing maintenance security 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 IMBS, 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 the IBMS of the Apartment Allottee, 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

security will be transferred in favour of the RWA as soon as the GHS Belaire is handed over to the RWA.

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 and all clauses dealing/ concerning the 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 to by the Apartment Allottee that such transfer of IBMS shall not be linked in any manner whatsoever to the implementation of the haryana Apartment Ownership Act, 1983 by the Company for the said Complex. That the Maintenance Agency/ Association of Apartment Owners, upon transfer of the IBMS or in case fresh IBMS is sought from the Apartment Allottee(s) as stipulated hereinabove, reserves the sole right to modify/ revise all or any of the terms of the IBMS, Tripertite 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 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,

14.3	<p>Payment of deposits &amp; charges for bulk supply of Electrical Energy</p> <p>If the Company or the maintenance agency decides to apply for and thereafter receives permission, from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other body/ Commission/ Regulatory/ Licensing Authority constituted by the Government of Haryana 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 DHBVN/ any other Body/ Commission/ Regulatory/ Licensing Authority constituted by the Government of Haryana, 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. 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 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 DHBVN or any other body responsible for supply</p>	<p>Payment of deposits &amp; charges for bulk supply of Electrical Energy</p> <p>If the Company or the Maintenance Agency decides to apply for and thereafter receives permission, from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other body/ commission/ regulatory/ licensing authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the GHS Belaire, then the 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 DHBVN/ any other body/ commission/ regulatory/ licensing authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid portion of the Total Price payable by the Allottee for the Apartment and the conveyance of the Apartment shall be withheld by the Company till full payment thereof is received by the Company from the Allottee. Proportionate share of cost incurred by the company for creating infrastructure like HT Feeder, EHT Sub station etc. shall also be payable by Allottee on demand. Further the Allottee agrees that the Company shall entitled in terms of the Tripartite Maintenance Agreement (draft given in Annexure []) to withhold electricity supply to the 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 Allottee agrees to abide by all the conditions of sanction of bulk supply, including but not limited to waiver of the Allottee's rights to apply for individual/ direct electrical supply connection directly from DHBVN or any other body responsible for supply of electrical energy. An Undertaking in this regard executed by the Allottee is attached as Annexure [] to this Agreement. The Allottees agrees to pay any increase in the deposits, charges for bulk supply, of</p>

	<p>of electrical energy. An Undertaking in this regard executed by the Apartment Allottee is attached as Annexure IX to this Agreement. The Apartment Allottees 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.</p>	<p>electrical energy as may be demanded by the Company from time to time.</p>
<p>14.4</p>	<p><b>Fixation of total Maintenance Charges</b></p> <p>The total maintenance charges as more elaborately described in the Tripartite Maintenance Agreement (draft given in Annexure VII) will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. Maintenance charges shall be levied from the date of issue of occupation certificate 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 is taken by the Apartment Allottee. The estimates of the maintenance agency shall be final and binding on 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 the 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 apartment Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the maintenance agency.</p> <p>The Apartments excluding toilets and utility/servant room are proposed to be provided with chilled water for air conditioning for a capacity equivalent to as mentioned in table below through central air conditioning plant(s) located in the service areas of The Belaire at a</p>	<p><b>Fixation of total Maintenance Charges</b></p> <p>The total maintenance charges, as more elaborately described in the Tripartite Maintenance Agreement (draft given in Annexure []), will be fixed by the Maintenance Agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year.</p> <p>It is agreed by the Allottee that the payment of maintenance charges will be applicable whether or not the possession is taken by the Allottee. The estimates of the Maintenance Agency shall be final and binding on the 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 the 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 Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the maintenance agency.</p> <p>The Apartments, excluding toilets and utility/servant room, are proposed to be provided with chilled water for air conditioning for a capacity equivalent to as mentioned in table below through central air conditioning plant(s) located in the service areas of the GHS Belaire at a suitable diversity of 60%. Passive cooling will be done in toilets by means of exhausting cool-air.</p>

suitable diversity of 60%. Passive cooling will be done in toilets by means of exhausting cool-air.

Blocks	AC Capacity (TR) per Apartment
A & C	14
B	13
D & E	18

The Apartment Allottee undertakes to pay at a rate to be determined by the company/ association of apartment allottee/ maintenance agency for the utilization of the chilled water through BTU meters installed by the Company for each apartment and further agrees to pay the fixed and other charges for the central air-conditioning plant(s) which may form a part of the maintenance charges of The Belaire or may be billed separately by the Company/ association of the apartment allottees/ the Maintenance Agency at its/ their sole discretion.

Blocks	AC Capacity (TR) per Apartment
A & C	14
B	13
D & E	18

The Allottee undertakes to pay at a rate to be determined by the company/Maintenance Agency for the utilization of the chilled water through BTU meters installed by the Company for each apartment and further agrees to pay the fixed and other charges for the central air-conditioning plant(s) which may form a part of the maintenance charges of the GHS Belaire or may be billed separately by the Company/the Maintenance Agency at its/ their sole discretion.

14.5

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

That as and when any Plant & Machinery within the said Complex/ said Building/ within Zone 8, 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/ Zone 8, as the case may be on pro-rata basis (i.e. in proportion to the super area of the said Apartment to the total super area of all the Apartments

Payment for replacement, up gradation, 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 GHS Belaire, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant / equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be borne by the Company till the date of handing over the maintenance of the GHS Belaire to the RWA. After the RWA takes over the maintenance of the GHS Belaire, all the Allottees in the GHS Belaire, as the case may be on pro-rata basis as specified in Clause 38, contribute towards

	<p>in the said Building/ said Complex, as the case may be). The Company or the maintenance agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Apartment Allottee agrees to abide by the same.</p> <p>The modifications made by the Informant may be accepted as the payments to be borne by the RWA after maintenance is handed over.</p>	<p>the replacement, upgradation, additions etc. including its timings or cost thereof as and when demanded by the RWA.</p>
14.6	<p>Right of Apartment Allottee to use common areas and facilities subject to payment of total maintenance charges</p> <p>The Apartment Allottee hereby agrees to purchase the said Apartment on the specific understanding that his/her right to the use of common areas and facilities within the said Building/ said Complex as listed in Part A and Part B of Annexure IV and right to exclusive use of covered/ Open parking spaces as listed in Part D of Annexure IV shall be subject to timely payment of total Maintenance Charges as billed by the maintenance agency and performance by the Apartment Allottee of all his/ her obligations under this Agreement and the tripartite Maintenance Agreement. If the maintenance charges are not paid by the Apartment Allottee regularly and on or before its due date, then the Apartment Allottee agrees that he/ she shall have no right to use such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants are observed, the Apartment Allottee shall be entitled to use such common areas and facilities as listed in Part-A and Part-B of Annexure IV and the exclusive use of parking spaces as listed in Part D of Annexure-IV.</p>	<p>Right of Allottee to use common areas and facilities subject to payment of total maintenance charges</p> <p>The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas and Facilities as mentioned in the Annexure(s) and the right to exclusive use of parking spaces shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Agency or the RWA (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the RWA from time to time.</p>
14.7	<p>Right to enter the said Apartment for repairs</p>	<p>Right to enter the Apartment for repairs</p> <p>The Company/ Maintenance Agency/RWA</p>

	<p>In addition to the Company's and the maintenance agency's rights of unrestricted usage of all common areas and facilities as listed in Part-A and Part-B of Annexure IV, and parking spaces as listed in Part D of Annexure IV 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 in the said Apartment or the defects in the Apartment above or below the said Apartment. Any refusal of the Apartment Allottee to give such right to entry will be deemed to be a violation of his Agreement and the Company shall be entitled to take such actions as it may deem fit.</p>	<p>shall have rights of unrestricted access of all Common Areas and Facilities, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the RWA and/or Maintenance Agency to enter into the 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 unjustified refusal of the Allottee to give such right to entry will be deemed to be a violation of the maintenance agreement and Company or RWA shall be entitled to take such action as it may deem fit.</p>
14.8	<p><b>Insurance of the said Building</b></p> <p>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 Allottees and the the cost thereof shall be payable by Apartment Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Apartment shall be insured by the Apartment Allottee at his/ her own cost. The cost of insuring the Building structure shall be recovered from the Apartment Allottee as a part of total maintenance charges and the Apartment Allottee hereby agrees to pay the same. 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.</p>	<p><b>Insurance of the Building</b></p> <p>The structure of the said Building shall be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company on behalf of the Allottees and the cost thereof shall be payable by Allottee as part of the maintenance bill raised by the Company and thereafter the maintenance agency appointed by the RWA. Contents inside each Apartment shall be insured by the Allottee at his/ her own cost. The cost of insuring the Building structure shall be recovered from the Allottee as a part of total maintenance charges and the Allottee hereby agrees to pay the same.</p> <p>The 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 Building(s) / GHS Belaire or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable</p>
15	<p><b>Use of Basement and service areas</b></p> <p>The basement(s) and service areas, if</p>	<p><b>Use of Basement and Service Areas</b></p> <p>The basement(s) and service areas, if any,</p>

	<p>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 no 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 in 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.</p>	<p>as may be located within the GHS Belaire, as the case may be, shall be earmarked as 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 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 RWA formed by the Allottees for rendering maintenance services.</p>
<p>16</p>	<p>Use of the said Apartment</p> <p>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/ indemnifies the Company against any penal action, damages or loss due to misuse for which the Apartment Allottee/ occupant shall be solely responsible. If the Apartment Allottee uses or permits the use of the said Apartment for any purpose other than residential, then the Company shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Apartment and</p>	<p>Use of the said Apartment</p> <p>The 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 Building/ GHS Belaire 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 Apartment or anywhere in the GHS Belaire or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use.</p>

	<p>the Apartment Allottee has agreed to this condition. The Apartment Allottee specifically agrees that the use for which the apartment is purchased shall not be altered without obtaining prior consent in writing from the Company and any change in the specified use shall be treated as a breach of this Agreement entitling the Company to cancel the allotment and forfeit the entire money deposited by the Agreement Allottee. Thereafter, the Apartment Allottee shall not have any right title or interest in the said Apartment applied herein.</p>	
17	<p>Use of terraces</p> <p>The Company reserves the right to give on lease or hire any part of the top roof/terraces above the top floor, unless otherwise reserved specifically, 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 agrees that he/ she shall not object to the same and make any claims on this account.</p>	<p>Use of Terrace(s)</p> <p>The Allottees, to the exclusion of the Company, shall have the title to the terrace(s) above the top floor of the Building(s) in the GHS Belaire and the RWA formed by the Allottees shall have the right to use the roof top/terrace(s) above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment.</p>
18	<p>General compliance with respect to the said Apartment</p> <p>That the Apartment Allottee shall, after the expiry of period as stipulated in Clause (10.2) be solely responsible to maintain the said Apartment at his/ her 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 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</p>	<p>General compliance with respect to the Apartment</p> <p>The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the 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 change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and</p>

	<p>thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the Building in which the said Apartment is located, is not in any way damaged or jeopardized. The Apartment Allottee further undertakes, assures and guarantees that he/she would not put any sign board/ name-plate, neon-light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Building or common areas. The Apartment Allottee shall also not change the color 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 load bearing wall of the said Apartment. The Apartment Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The Non-observance of the provisions of this clause shall entitle the Company and or the maintenance agency, to enter the Apartment, if necessary and remove the 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.</p>	<p>ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Building or Common Areas and Facilities. The 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 Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter the RWA and/or maintenance agency appointed by RWA. The non-observance of the provisions of this clause shall entitle the RWA, to enter the Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.</p>
19	<p>Compliance of Laws, Notifications etc. by Apartment Allottee</p> <p>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 Phase V in general and this group housing project in particular. That the Apartment Allottee</p>	<p>Compliance of Laws, Notifications etc. by Allottee</p> <p>The 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 Phase V in general and this group housing project in particular. That the Allottee hereby undertakes that he/she shall comply</p>

	<p>hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use 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/ Building at his/ her 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.</p>	<p>with and carry out, from time to time after he/she has taken over for occupation and use 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 Apartment/ Building at his/ her 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.</p>
20	<p>Alterations of unsold units</p> <p>The Company shall have 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 agrees not to raise objections or make any claims on this account.</p>	<p>Alterations and Maintenance of Unsold Units</p> <p>The Company shall have the right, without any approval from any Allottee to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the Building and the Allottee shall have no right to raise objections or make any claims on this account. However such alterations must be in accordance with sanctioned/approved lay out plans.</p>
21	<p>Flats/Dwelling Units, School(s), Commercial Premises/ Building, etc.</p> <p>If stipulated in the terms of the Deed of Licence and the bilateral agreement executed between the Company and the Government of Haryana if it is required to earmark a portion of Phase V/ Said Portion of Land, as the case may be, for the construction of flats/ dwelling units for Economically Weaker Sections (EWS) of the society, schools, shops, club/ community centre, Commercial premises/ buildings etc, in such a case, it is a condition of this Agreement agreed to by the Apartment Allottee that he/ she shall have no right, no title or no interest in any form or manner in the land earmarked for</p>	<p>To be deleted.</p>

	<p>as well as in the EWS flats/ dwelling units, school(s), shops, Commercial premises, religious building, club/ community centre, the buildings constructed thereon and facilities provided therein. Further the Apartment Allottee hereby agrees that he/ she shall not have any claim or right to any Commercial premises/ buildings or interfere in the manner of booking, allotment and finalization of sale of flats/ dwelling units for EWS, school(s), shops, Commercial premises/ buildings, club/ community centre or in the operation and management of shops, club/ community centre, school(s), Commercial premises/ building etc. The Company shall enter into a separate agreement with Allottees of EWS flats/ dwelling units, school(s), shops, Commercial premises, religious buildings, club/ community centre, etc. for the purpose of sale of such flats/ dwelling units, Shops Commercial premises/ buildings, club/ community centre, etc., and the Apartment Allottee confirms that he/ she has specifically noted the same.</p>	
22	<p>Right of the Company to make additional constructions</p> <p>The Apartment allottee agrees and authorises the Company to make additions to or put up additional structures in/upon the said Building or Additional Apartment Buildings(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 dispose off in any way it chooses without any interference on the part of the Apartment Allottees. 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</p>	<p>No additional constructions</p> <p>The Company undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the GHS Belaire after the building plan has been approved by the competent authority (ies) as enclosed in Annexure [ ].</p>

	<p>further agrees and undertakes that he/she shall after taking possession of the said Apartment or at any time thereafter, not object to the company constructing or continuing with the construction of the other building(s)/block 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.</p> <p>The modification as proposed by the Informant may be accepted as once plans are final no additional structures should be allowed.</p>	
23	<p>Company's right to raise finance</p> <p>The Apartment Allottee hereby authorizes and permits the Company 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 shall 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 constructions of the said Building/said Complex.</p>	<p>Company's right to raise finance</p> <p>The Allottee shall have no objection, before the execution of the conveyance deed, against the Company raising finance/loan from any financial institution by way of mortgage/charge/securitization of receivables or in any other mode or manner the property of GHS Belaire subject to the condition that the Apartment shall be free from all encumbrances before the execution of the conveyance deed. The Company may raise finance/loan on any unsold Apartment from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner. However, the Company/bank/financial institution shall have no right or lien over the sold Apartments or the Common Areas and Facilities.</p> <p>.</p>
24	<p>This Agreement subordinate to mortgage by the Company</p> <p>The Apartment Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this</p>	<p>This Agreement subordinate to mortgage by the Company</p> <p>The Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Agreement or</p>

	<p>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 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 Apartment in favour of the Apartment Allottee, shall be executed only on the Company receiving no objection certification from such Financial Institution/ Banks.</p>	<p>any money deposited hereunder by the Allottee. In furtherance and not in derogation of the provisions of the preceding sentence, the Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/ created by 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 Allottee from completing the payment of the price of the said Apartment or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the conveyance deed the said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of Allottees who have opted for long term payment plan arrangement with any Financial Institutions/ Banks, the conveyance of the Apartment in favour of the Allottee shall be executed only on the Company receiving no objection certificate from such financial institution/ banks.</p>
<p>25</p>	<p>Company's charge on the said Apartment</p> <p>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 his/ her failure to pay such dues as aforesaid, the Company will be</p>	<p>To be deleted</p>

	entitled to enforce the charge/ lien by selling the said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.	
26	<p>Purchase not Dependent on financing contingency.</p> <p>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 he/ she has been able to obtain financing for the purchase of the said Apartment.</p>	<p>Purchase not Dependent on financing contingency.</p> <p>The Allottee may obtain finance from any financial institution/ bank or any other source but the Allottees' obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not he/ she has been able to obtain financing for the purchase of the Apartment.</p>
27	<p>Haryana Apartment Ownership Act, 1983</p> <p>The Apartment Allottee has confirmed and assured the Company prior to entering into this Agreement that he/s she has read and understood the Haryana 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 he/ she is in full agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.</p> <p>If the said Apartment and the building in which it is located be subject to Haryana 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</p>	<p>Haryana Apartment Ownership Act, 1983</p> <p>The Company has assured the Allottees that the project in its entirety is in accordance with the provisions of the Apartment Act.</p> <p>The Company showing compliance of various laws/regulations as applicable in Haryana undertakes to file a Deed of Declaration within 90 days from the date of obtaining of the occupation certificate as defined in Section 2 of the Apartment Act that will include the entire Said Land, all the Apartments and entire set of Common Areas and Facilities (as listed in Annexure []) constructed within the GHS Belaire and nothing constructed within the GHS Belaire will be excluded from the Declaration. The Company shall provide a Copy of such declaration to all Allottees and RWA. The Allottee has assured the Company to faithfully abide by such Declaration.</p>

	<p>Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the apartment owners and the Apartment Allottee agrees and confirms that his/ her 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 land beneath 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 land beneath the said building in which the said Apartment is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the apartment Allottee shall have no claim whatsoever of any sort therein. The Apartment Allottee undertakes to join any society/ association of the apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.</p>	
28	<p>Association of Apartment Owners</p> <p>The Apartment Allottee agrees and undertakes that he/she shall join any Association/society of Apartment Owners as maybe 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.</p>	To be deleted.
29	Binding effect	Binding effect

	<p>Forwarding this Agreement to the Apartment Allottee by the Company does not create a binding obligation on the part of the Company or the Apartment Allottee until firstly, the Apartment Allottee signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the Schedule of Payments in Annexure III within thirty (30) days from the date of dispatch by the Company and secondly a copy of this Agreement executed by the Company through its authorized signatory is delivered to the Apartment Allottee within thirty (30) days from the date of receipt of this Agreement by the Company from 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 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 returned to the apartment Allottee without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further right, obligations or liabilities against the other.</p>	<p>Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the schedule of payments in Annexure [] within 30 days from the date of receipt by the Allottee and, secondly, a copy of this Agreement executed by the Company through its authorized signatory is delivered to the Allottee within thirty 30 days from the date of receipt of this Agreement by the Company from the Allottee.</p> <p>If the Allottee(s) fails to execute and deliver to the company this Agreement within 30 days from the date of its receipt by the Allottee, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the earnest money shall be returned to the Allottee without any interest or compensation whatsoever.</p> <p>The counter-part of this Agreement shall be executed by the Company and dispatched to the Allottee within 30 days from the date of its receipt from the Allottee.</p>
30	<p>Agreement not assignable.</p> <p>It is specifically clarified by the company to the Apartment Allottee that the apartment in 'The Belaire' being allotted herein by way of this Agreement is non-transferable in nature by the apartment Allottee and the provisional/final allotment that may be made by the Company shall not be assigned, transferred, nominated</p>	<p>Agreement not assignable.</p> <p>The Allottee shall have the option to assign, transfer, nominate, convey its right in the Apartment along with the pro rata share in the Common Areas and Facilities in any manner. The Company undertakes to facilitate in giving effect to such assignment, transfer, nomination and conveyance by the Allottee.</p>

	<p>or conveyed by the Apartment Allottee 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 be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations, 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 Apartment being allotted herein, the apartment Allottee has assure the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company has agreed to make provisional/final allotment of the said apartment.</p>	
<p>31</p>	<p>Entire Agreement</p> <p>This Agreement along with its annexure 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. The terms and conditions of the application shall continue to prevail and be binding on the Apartment Allottee save and except in cases where the terms and conditions of the application are at variance with the terms and conditions of this Agreement in which cases the terms and conditions of this Agreement shall prevail and shall supercede those terms and conditions contained in the application. This must be set fourth in writing in a separate</p>	<p>Entire Agreement</p> <p>This Agreement, along with its Annexure(s), 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.</p>

	Agreement duly signed by and between the parties.	
32	<p>Right to amend Annexures</p> <p>The Draft Tripartite Maintenance Agreement (Annexure VIII) 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 as notified by the company. The Apartment Allottee hereby confirms that he/she consents to the terms and conditions contained in this draft which shall substantially be the same in the final document to be executed at the appropriate time as notified by the Company. The Apartment Allottee further agrees 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.</p> <p>The Company further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to conveyancing of the said Apartment, as deemed necessary by the Company at its sole discretion.</p>	<p>Right to Amend Annexure(s)</p> <p>All Annexure(s) to this Agreement are an integral part of the Agreement and may only be amended through written consent of the Parties.</p>
33	<p>Agreement Specific only to this Apartment/Project</p> <p>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 Belaire only (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</p>	To be deleted.

	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.	
34	<p>Provisions of this Agreement applicable on Occupiers/Subsequent Purchasers</p> <p>It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation 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 the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes.</p>	<p>Provisions of this Agreement Applicable on Allottee / Subsequent Purchasers</p> <p>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 GHS Belaire shall equally be applicable to and enforceable against any subsequent purchasers of the Apartment, as the said obligations go along with the Apartment for all intents and purposes.</p>
35	<p>Waiver not a limitation to enforce</p> <p>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 the breach by the Apartment Allottee in 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 an additional penal interest @3% per annum (total 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</p>	<p>Waiver not a limitation to enforce</p> <p>(i) The Company may, at its sole option and discretion, without prejudice to its rights as set out in Clause (4) of this Agreement, waive the breach by the Allottee in not making payments as per the schedule of payments given in Annexure [] but on the condition that the Allottee shall pay to the Company interest @[]% per annum. It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one Allottee shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other Allottees.</p> <p>(ii) Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right</p>

	<p>case of other Apartment Allottees.</p> <p>b) Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.</p>	<p>thereafter to enforce each and every provision.</p>
36	<p>Severability</p> <p>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.</p>	<p>No change required</p>
37	<p>Captions/Headings</p> <p>The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided</p>	<p>No change required</p>
38	<p>Method of calculation of proportionate share where-ever referred to in the Agreement</p> <p>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 same building, 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. Wherever in this Agreement it is stipulated that the Apartment Allottee has to make any payment in common with the</p>	<p>Method of Calculation of Proportionate Share wherever Referred to in the Agreement</p> <p>Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the GHS Belaire, the same shall be the proportion which the Super Area of the Apartment bears to the total Super Area of all the Apartments in the GHS Belaire, as the context may require.</p>

	Apartment Allottee of all the buildings to be constructed on the said Portion of Land the same shall be in proportion which the super area of the said Apartment bears to the total super area of all the apartments in all the buildings to be constructed on the said Portion of Land.	
39	<p>Force Majeure</p> <p>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, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company.</p>	<p>Force Majeure</p> <p>"Force Majeure" means any event or combination of events or circumstances beyond the control of a Party which cannot be prevented, or cause to be prevented, and which adversely affects and makes it impossible to perform obligations under this Agreement, which shall include:</p> <p>A. Acts of God, i.e. fire, flood, earthquake, natural disasters or acts of like nature;</p> <p>B. Air crashes;</p> <p>C. War and hostilities of war, riots or civil commotion of a prolonged nature of atleast 6 month(s);</p> <p>D. Any event or circumstance analogous to the foregoing.</p>
40	<p>Right to join as affected Party</p> <p>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.No change required</p>	<p>Right to join as affected Party</p> <p>The Allottee agrees that the Company shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if the Company's rights under this Agreement are likely to be affected or prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Company fully informed at all times in this regard.</p>
41	<p>Indemnification</p> <p>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 a Agreement and to keep the Company and its agents</p>	To be deleted

	and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.	
42	<p>Brokerage</p> <p>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 sale price agreed to be payable 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.</p>	<p>Brokerage</p> <p>In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Apartment for the 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 sale price agreed to be payable to the Company for the Apartment. Further, the Allottee undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.</p>
43	<p>Further Assurances</p> <p>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 additions 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.</p>	<p>Further Assurances</p> <p>Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required 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.</p>
44	<p>Copies of the Agreement</p> <p>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 his/her reference and record.</p>	<p>No modification required</p>

45	<p>Place of Execution</p> <p>The execution of this Agreement will be complete only upon its execution by the Company through its Authorised Signatory at the Company's head Office in New Delhi 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 New Delhi even if the Apartment Allottee has prior thereto executed this Agreement at any place (s) other than New Delhi.</p>	<p>Place of Execution</p> <p>The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's head Office in New Delhi after the copies duly executed by the Allottee are received by the Company. Hence this Agreement shall be deemed to have been executed at New Delhi even if the Allottee has prior thereto executed this Agreement at any place (s) other than New Delhi.</p>
46	<p>Notices</p> <p>That 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</p> <p>_____</p> <p>_____ (Address of Apartment Allottee)</p> <p>_____</p> <p>M/s DLF Limited DLF Centre, Sansad Marg, New Delhi-110001</p> <p>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.</p>	<p>Notices</p> <p>That all notices to be served on the Allottee and the Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Company by Registered Post at their respective addresses specified below</p> <p>_____</p> <p>_____ (Address of Apartment Allottee)</p> <p>_____</p> <p>M/s DLF Limited DLF Centre, Sansad Marg, New Delhi-110001</p> <p>It shall be the duty of the 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 Allottee.</p>
47	<p>Joint purchasers</p> <p>That 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 him/her which shall for all intents and purposes to considered as properly served on all the Apartment</p>	<p>Joint purchasers</p> <p>That in case there are Joint Allottees all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to considered as properly served on all the Allottees.</p>

	Allottees.	
48	<p>Certain References</p> <p>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.</p>	No modification required
49	<p>Right to Transfer Ownership</p> <p>The Company reserves the right to transfer ownership of the said The Belaire 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 other arrangement as may be decided by the Company in its sole discretion and the Apartment Allottee agrees that he/she shall not raise any objection in this regard.</p>	<p>Right to Transfer Ownership</p> <p>The Company reserves the right, during the period of construction of the GHS Belaire, to transfer ownership of the GHS Belaire 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. The Company, however, shall take an undertaking from the Transferee assuring the Allottees that the Transferee shall abide by and conform to the terms and conditions laid out in this Agreement and obligations arising therefrom.</p>
50	<p>Laws of India</p> <p>That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.</p>	No change required
51	<p>Dispute Resolution by Arbitration</p> <p>All or any disputes arising out of 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</p>	<p>Dispute Resolution by Arbitration</p> <p>All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and</p>

<p>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 &amp; Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in DLF City, Gurgaon, Haryana by a Sole Arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the Parties. The Apartment Allottee hereby confirms that he/she/it shall have no objection to this appointment even if the person so appointed, as the 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 Arbitrator. The Courts at Gurgaon alone and the Punjab &amp; Haryana High Court at Chandigarh alone shall have the jurisdiction.</p>	<p>obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration.</p> <p>The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at an appropriate location at DLF City, India by a sole arbitrator, who shall be mutually appointed by the Parties or if unable to be mutually appointed, appointed by the Court under the Arbitration and Conciliation Act, 1996.</p>
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32. Secretary is directed to provide a copy of this order to all concerned, besides forwarding the same to Hon'ble Competition Appellate Tribunal (COMPAT).

33. It is ordered accordingly.

Sd/-  
**(H.C. Gupta)**  
Member

Sd/-  
**(R.Prasad)**  
Member

Sd/-  
**(Anurag Goel)**  
Member

Sd/-  
**(Geeta Gouri)**  
Member

Sd/-  
**(M.L.Tayal)**  
Member

Sd/-  
**(Justice S.N.Dhingra)(Retd.)**  
Member

Sd/-  
**(Ashok Chawla)**  
Chairperson