

**Space
for
Stamp**

APARTMENT BUYERS AGREEMENT

THIS AGREEMENT is made at Gurgaon on this _____ day of _____

BETWEEN

VATIKA LTD, a company registered under the Companies Act, 1956 having its registered office at Flat No 621 A, 6th Floor Devika Towers, 6, Nehru Place, New Delhi and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-I, Gurgaon-122002 (hereinafter referred to as the '**Developer**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) through its duly authorised signatory Sh. _____ of the FIRST PART.

AND

(INDIVIDUALS)

1. Shri/ Smt./Kumari _____
Son/ Daughter/ Wife of Shri _____
Resident of _____

2. *Shri/ Smt./Kumari _____
Son/ Daughter/ Wife of Shri _____
Resident of _____

3. *Shri/ Smt./Kumari _____
Son/ Daughter/ Wife of Shri _____
Resident of _____

(*To be filled in case of joint purchasers)

(FOR PARTNERSHIP FIRMS)

M/s _____, a partnership firm duly registered under 'The Indian Partnership Act 1932, having its office at _____, through its partner Shri / Smt _____ duly authorized vide Partnership Deed/Power of Attorney dated _____ enclosed herewith.

(FOR COMPANIES)

M/s _____ a Company registered under 'The Companies Act, 1956, having its registered office at _____ through its duly authorized signatory Shri / Smt _____ authorized by a resolution dated _____ passed by the Board of Directors which is enclosed herewith.

Hereinafter singly/jointly, as the case may be, referred to as the '**Allottee**' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs executors, administrators, legal representative, successors and assigns) of the **PARTY OF THE OTHER PART.**

A. WHEREAS the Developer is the registered owner in possession of land comprised in Rect No. 48 Kila No. 10/2 (5-2), 11 (8-0), 18 (7-11), 19/1 (4-3), 19/2 (3-8), 20 (7-8), 21 (8-0), 22 (8-0), 23 (8-0), , 27 (0-4), Rect No. 49 Kila No. 6/3 (5-2), 13 min (1-9), 14 (7-16), 15 (8-0), 16 (7-11), 25/1 (3-2), 25/2 (4-18), Rect No. 54 Kila No. 5/1/1 (2-13), Rect No. 55 Kila No. 1/1 (4-13), 1/2/2 (1-14), 2/1 (3-13), 2/2 (4-7), 3 (8-0), 8/1 (6-0), 9/1 (7-12), 10/1 (3-16), 11/2 (2-6), 12/1 (6-13), 20/1 (2-0), 21/2 (2-0) total admeasuring 153 Kanal 1 Marla or 19.131 Acres situated in the revenue estate of Village Sihi, District

Gurgaon presently known as Sector-83 Gurgaon (hereinafter referred to as the '**Said Land**').

- B. AND WHEREAS the Developer have obtained License No. 83 of 2009 and License No. 84 of 2008 from the Director of Town and Country Planning, Govt. of Haryana, Chandigarh (DTCP) which were issued in the name of M/s Mark Buildtech Pvt. Ltd. and M/s Growmore Buildtech Pvt. Ltd. (erstwhile owners of the Said Land) for development of a Group Housing Colony, which has been named as '**Gurgaon 21**' or any other name as may be decided by the Developer (hereinafter referred to as the said '**Group Housing Colony**') on the Said Land which is part of the integrated township '**Vatika India Next**' being developed by the Developer in Sectors 82, 82A, 83, 84 and 85 of the Gurgaon Manesar Urban Complex 2021.
- C. AND WHEREAS the Director Town and Country Planning Department, Haryana, Chandigarh (DTCP) has approved the Demarcation/ Zoning plans of the said Group Housing Colony vide their Memo no.ZP-519/JD (NK)/2010/13802 and the Building Plans have also been approved by DTCP vide Memo No. ZP-519/JD (NK)/2011/3382.
- D. AND WHEREAS the Developer is solely and fully authorized and empowered to construct the said Group Housing Colony and sell/transfer/ convey/ lease and/or assign or agree to sell/ convey/ lease/ assign the whole or part of the said Group Housing Colony to any third party.
- E. AND WHEREAS the Allottee, after visiting the site and after satisfying himself with regard to the price, specifications etc. of the said Group Housing Colony, the ownership record of the land thereunder and all other relevant / related aspects thereof has approached the Developer for the purchase of an apartment in the said Group Housing Colony.
- F. AND WHEREAS the Allottee acknowledges that any changes / directions / conditions that may be imposed by the DTCP/ other statutory authorities in respect of the construction of the said Group Housing Colony shall be binding on the parties and the drawing / building/ layout plan of the said Group Housing Colony shall stand amended /changed to that extent.
- G. AND WHEREAS the Allottee acknowledges that the Developer has readily

provided all information and clarifications as required by him/her but that he/she has not unduly relied upon and is not influenced by the architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Developer, its selling agents/brokers or otherwise including but not limited to any representation relating to description or physical condition of the property, its size or dimensions or any other physical characteristics thereof, the services to be provided, the facilities/amenities to be made available or any other data, except as specifically represented in this agreement, which is self contained and complete in itself in all respects. Further, the Allottee has relied solely on his/ her own judgment and investigation in deciding to enter into this agreement and to purchase the said Apartment.

- H. AND WHEREAS, the Allottee has confirmed to the Developer that he/ she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Group Housing Colony 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.

- I. AND WHEREAS, the Developer, relying on the confirmations, representations and assurances of the 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 and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. THE APARTMENT AND THE SALE CONSIDERATION

In consideration of the Allottee having agreed to pay a sum of Rs..... (Rupeesonly) as the Basic Sale Price of the Apartment detailed below (hereinafter referred to as the “**said Apartment**”) calculated at the rate of Rs. per sq. ft.(Rs._per sq. mtr.) of approximately

1733.40 sq. ft. super area (super area as defined hereinafter) out of which the Allottee agrees to pay a sum of Rs **1237408/- (Rupees Twelve Lacs Thirty Seven Thousand Four Hundred Eight only)** as 'Earnest Money Deposit' and in consideration of the Allottee having agreed to pay the remaining Basic Sale Price and all other charges and deposits as recorded hereinafter below and in the Schedule of Payment appended herewith as **Annexure-III** and in the manner indicated therein and as may be demanded by the Developer, the Developer hereby agrees to allot to the Allottee and the Allottee hereby agrees to be allotted the said Apartment in the Building (hereinafter referred to as "**the said Building**") in said Group Housing Colony, together with indivisible pro-rata share in the land forming the footprint of the said Building (hereinafter referred to as the said "**Portion of Land**") in which the said Apartment is proposed to be located.

DETAILS OF THE APARTMENT

S.No.	Description	Particulars
A	Apartment No.	1805
B	Type	3 BHK
C	Floor	17th
D	Tower/Building	E1
E	Super Area	1733.40
F	PLC preferred	Corner
G	Car Park No.(if applicable)	TBA

SALE CONSIDERATION

Sr.No.	Particulars	Rate @(in Rs.)	Total (in Rs.)
i.	Basic Sale Price	6605.62/- per sq. ft. super area	11450182/-
ii.	PLC*	200/- per sq. ft. super area	346680/-
iii.	EDC/IDC/idc	283/- per sq. ft. super area	490552/-
iv.	IFMSD	50/- per sq. ft. super area	86670/-
v.	Car Parking	-/- per car park slot	NII

vi.	Club Membership	per Apartment	
		Grand Total	
vii	Escalation in construction cost	To be calculated & to be paid at the time of offer of possession	

* PLC for Park Facing/Corner/Ground Floor to 4th Floor Apartments: Rs. ___/- psqft. super area
Any Two PLCs : Rs. ___/- psqft super area
Any Three PLCs : Rs. ___/- psqft super area

Plus other charges, such as stamp duty, registration charges, service tax on each installment, increases in EDC/ IDC/ idc, any other tax, imposition, cess, etc. which shall be paid by the Allottee as and when applicable and as demanded by the Developer.

2. **EARNEST MONEY**

The 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 reserved parking space allotted to him/ her, the Developer shall treat 10% of the total consideration amount + brokerage if any paid by the Developer in respect of the Apartment allotted herein, as earnest money to ensure fulfillment, by the Allottee, of the terms and conditions as contained in the application and this Agreement. The Allottee hereby agrees that the Developer shall be entitled to forfeit out of the amounts paid/ payable by him/ her, the earnest money as aforementioned together with any interest paid, due or payable, and other amount of a non-refundable nature in the event of the failure of the 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 Allottee including but not limited to the occurrence of any event of default as described hereinafter in this Agreement or in the event of failure of the Allottee to sign and return this Agreement in its original form to the Developer within thirty (30) days from the date of its dispatch by the Developer. Thereafter the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said Apartment. The Developer shall thereafter be free to reallocate/ resell and/or deal with the said Apartment in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Allottee without any interest or compensation of whatsoever nature. The Allottee agrees that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the

conveyance deed for the said Apartment and the 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.

3. **MODE OF PAYMENT**

That the 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 Developer from time to time and without any reminders from the Developer through A/c Payee Cheque(s)/ Demand Draft(s) drawn in favour of M/s Vatika Ltd. payable at Gurgaon. However, the Developer will send intimation to the Allottee regarding reaching of a particular construction landmark referred to in the Schedule of Payments. The Intimation/demand notice sent through reputed Courier and/or e mail shall be considered as sufficient intimation to the Allottee.

4. **EARLY PAYMENT REBATE/ DISCOUNT:**

The Developer may give Early Payment Rebate/ Discount in the basic sale price of the said Apartment equivalent to simple interest @ 12% on such payment received in advance of any installment falling due later. In other words, if an allottee deposits say Rs.1.00 lacs on 01.12.11 towards payment of an installment of say Rs.3.00 lacs falling due on 31.12.11, he will get a one time rebate/ discount of Rs.986.30/- calculated in the following manner:

$$\text{Amount Deposited} \times \text{Rate} \times \text{Days in Advance} = \frac{100000 \times 12 \times 30}{100 \times 365} = 986.30$$

The aforesaid rebate/ discount will be credited to the ledger account of the Allottee with the Developer each time an advance payment is received and will be available for adjustment against installments falling due in future. The aforesaid rebate/ discount is subject to withdrawal at anytime without any notice to the Allottee and the rate at which it will be given is also subject to change without any notice to the Allottee.

5. **PREFERENTIAL LOCATION CHARGES**

The Allottee hereby agrees to pay additionally towards Preferential Location Charges

(PLC) for apartments located on Ground Floor to Fourth Floor, facing park/ landscape/Club and/or for corner apartments at the rate as mentioned in **Annexure-III**. However, the Allottee has specifically agreed that if due to a change in the lay out/ building plan or for any other reason, the said Apartment, if preferentially located, ceases to be preferentially located, the Developer shall be liable to refund only the amount of preferential location charges paid by the Allottee and such refund shall be made/ adjusted in the last installment as stated in the Schedule of Payments given in **Annexure-III** alongwith simple interest @8% p.a thereupon for the period the said charges have remained deposited with the Developer. If due to any change in the lay-out/ building plan or for any other reason, the said Apartment, if not preferentially located, becomes preferentially located, then the Allottee agrees to pay preferential location charges and other charges to the Developer calculated at the rate applicable for such preferential location(s) as stated hereinabove or as demanded by the Developer. If for any reason whatsoever, the Developer is not in a position or unable to provide a particular preferential location to an Allottee who has booked the apartment only for a particular preferential location, then such an allottee will be free to cancel the booking and seek refund of all the monies deposited by him/ her with the Developer and the Developer shall refund the same alongwith simple interest @8% for the period the same have remained deposited with the Developer, subject however, to deduction of non-refundable amounts such as interest on delayed payments, brokerages, administrative charges, service tax, cess deposited with the statutory authorities.

6. CHARGES FOR ESCALATION IN CONSTRUCTION COST

The Allottee agrees that escalation in the construction cost resulting from increase in the cost of construction inputs like steel, cement, fuel and other building materials and labour shall be borne by the Allottee. It is mutually agreed and binding between the Allottee and the Developer that 60% of sale price shall be treated as construction cost for the purpose of computation of escalation. Escalation shall commence from the date of issuance of letter of allotment by the Developer and closing date thereof shall be the date of offer of possession by the Developer to the Allottee. The respective RBI indices for steel, cement and POL (petrol, oil & lubricants) shall be considered for the purpose. For other materials, the Wholesale Price Index(WPI) of All commodities shall be applied. For labour, Consumer Price Index for industrial workers of Delhi published by RBI shall be applied. Components of steel, cement, other construction materials, POL and labour in the construction cost shall

be 15%, 10%, 40%, 5% and 30% respectively. Escalation shall be computed on monthly basis on prorata construction cost and shall be recovered by the Developer from the Allottee at the time of offer of possession of the Apartment. It is further agreed by the Allottee that if at any point during the period of construction, RBI stops publishing the WPI due to any reason(s), the Base WPI as well as the Escalated WPI shall be derived from alternative indexed rates published by the Government of India or any national institute of repute.

An example in the below mentioned table illustrates the computation of escalation. Escalation computed on this basis and certified by the Architect shall be binding on the Developer and the Allottee. No possession shall be handed over to the Allottee unless escalation amount is paid in full. The Developer shall make efforts to limit the escalation to a maximum of 10%(ten percent) of the Sale Price. In the event of escalation exceeding the said 10%, the Allottee may at its sole discretion, either accept the escalation beyond the said 10% or withdraw from the Agreement. Upon such withdrawal, the total amount paid by the Allottee to the Developer as reduced by non-refundable charges, shall be refunded to the Allottee alongwith simple interest @8% p.a for the period such amount has remained deposited with the Developer.

Sale Price: say Rs.100/-per sq. ft. super area

Construction Cost: say Rs.60/-per sq. ft. super area

Sl.	Item (with component weightage)	Opening Index, say	Closing Index, say	Calculation of Escalation	Escalation (in %)*
1.	Steel (15%)	100	115	$60 \times 0.15 \times 15 (\text{i.e. } 115-100)/100$	1.35
2.	Cement (10%)	100	110	$60 \times 0.10 \times 10 (\text{i.e. } 110-100)/100$	0.60
3.	Other Const. Mat. (40%)	100	105	$60 \times 0.40 \times 05 (\text{i.e. } 105-100)/100$	1.20
4.	POL (05%)	100	105	$60 \times 0.05 \times 05 (\text{i.e. } 105-100)/100$	0.15
5.	Labour(30%)	100	110	$60 \times 0.30 \times 10 (\text{i.e. } 110-100)/100$	1.80
				Total Escalation*	5.10

*Escalation as per this illustration will be 5.10% of Sale Price

7. SUPER AREA OF THE APARTMENT

It is made clear by the Developer and the Allottee agrees that the sale price of the said Apartment has been calculated on the basis of its super area (as per the definition of super area given in **Annexure-II**) and that the super area of the said Apartment stated above is tentative and is subject to change till the construction of the said Building is complete. The final super area of the said Apartment shall be confirmed by the Developer only after the construction of the said Building is complete. Upon completion of construction, the total price payable for the said Apartment shall be recalculated upon confirmation by the Developer of the final super area of the said Apartment and any increase or decrease in the super area of the said Apartment shall be payable or refundable, as the case may be, without any interest, as per clause 14 of this Agreement. If there is an increase in super area of the apartment, the Allottee agrees and undertakes to pay for the increase in super area immediately on demand by the Developer and if there is a decrease in the super area of the apartment, then the refundable amount due to the Allottee shall be adjusted by the Developer from the subsequent installment as set forth in the Schedule of Payments in **Annexure-III**, after the revised area is intimated to the Allottee. The Allottee has assured the Developer that after having agreed to the definition of super area given in **Annexure-II** as the basis for calculation of sale price of the said Apartment, he/ she shall not dispute the calculation of super area of the said Apartment and the tentative percentage of the apartment area to the super area.

8. ALLOCATION OF APARTMENT AND COMMON AREAS

- (i) It is expressly agreed to and understood by and between the parties that notwithstanding the fact that a portion of the common areas of the said Building has been taken into consideration for the purpose of calculation of super area of the Apartment, yet it is only the area within the four walls of the Apartment that has been agreed to be allotted to the Allottee. The inclusion of the common areas of the Building in computation of super area of the Apartment does not and would not create any specified or independent interest in the Allottee in the open spaces and all or any of the common areas such as lobbies, staircases, lifts, corridors, service

areas, terraces and roof etc. of the Building.

- (ii) It is expressly agreed to and understood by and between the parties that the right of the Allottee under this Agreement is confined and restricted to the Building in which the Apartment of the Allottee would be located and to the common areas and facilities in respect of the said Building and would not extend to the common areas and facilities in any other building or in the club building, sports complex, park, open spaces, shopping arcade, green belt, community centre, facilities, basements, plant rooms in the said Group Housing Colony. However, the Allottee will have the right to use the common areas and facilities in the Group Housing Colony only for peaceful ingress and egress in the manner and to the extent identified by the Developer in its sole discretion and such identification by the Developer in its plans now or in future shall be final, conclusive and binding on the Allottee.
- (iii) It has been clearly understood and agreed by the parties that the Allottee shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in all the land falling outside the footprint of the Building in which the Apartment would be located, including but not limited to the area for school, shops, dwelling units/ flats set apart for Economically Weaker Sections(EWS in short), club, sports complex, community centre, parks, green belts, open areas, or any other facility or amenity as may be provided by the Developer at its sole discretion or provided in accordance with the directions of any competent authority, including but not limited to shops, facilities, amenities etc. provided in the stilts of the Building which are excluded from the scope of this Agreement and have not been included in the super area and ownership whereof will continue to vest in the Developer. It is further understood and agreed by the parties that general common areas and facilities, plant room housing the D.G Room/ D.G Sets, HVAC equipment, underground domestic and fire water tanks and pump room, electric sub-station, transformers, LT panels, maintenance/ service rooms, lawns and play areas, roads and drive-ways, including lighting and services etc.. guard posts, fire hydrants and fire brigade inlets etc., located outside the footprint of the Building are also excluded from the computation of super area and the scope of this Agreement and ownership thereof shall remain with the Developer.

- (iv) It is understood and agreed by the parties that the right of admission to club, sports complex, park, community centre, and any other facility shall always vest with the Developer. The Developer may permit the use of such facility upon payment of membership fees, timely payment in advance of monthly charges, subscription fees or any other charges for use of these facilities such as club, sports complex, park, community centre or any other facility. These areas will not form a part of common areas in any manner and therefore, will always vest with the Developer.
- (v) It is made clear to and agreed by the Allottee that the payment of External Development Charges(EDC), Infrastructure Development Charges(IDC) and Internal Development Charges (idc) shall always be solely to the account of the Allottee to be borne and paid in proportion to the super area of the Apartment to the total super area of all the apartments in all the buildings in the Group Housing Colony. The pro-rata share of the Allottee for payment of EDC/ IDC/idc pertaining to the said Land at the rate applicable on the date of application for allotment/ letter of allotment of priority number, as may be applicable, has already been taken into account by the Developer while determining the price of the said Apartment. The Allottee undertakes to additionally pay to the Developer, on demand any increase in the EDC/IDC/idc levied, by whatever name called or in whatever form and with all such conditions imposed, even with retrospective effect, by the Govt. of Haryana and/ or any other competent authority(ies) and such increase in EDC/ IDC/idc shall be borne and paid by the Allottee in proportion to super area of his/ her Apartment to the total super area of all the apartments in all the buildings in the Group Housing Colony as determined by the Developer. The demand made by the Developer to the Allottee with regard to such dues shall be final and binding on the Allottee and if the same is not paid within the stipulated time, such default shall be treated as an event of default as more particularly described hereinafter and may lead to cancellation of the allotment of the Apartment and forfeiture of the Earnest Money along with the non-refundable amounts. If such statutory dues are levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the said Apartment and the Developer shall have the first charge and lien over the said Apartment.
- (vi) The basic sale price of the Apartment does not include the price of open/ covered

reserve car parking space. The Allottee agrees that the price for allotment of reserve car parking space shall be paid additionally and such reserve car parking space is an essential and integral amenity of the Apartment and shall not have independent legal entity detached from the Apartment. The Allottee undertakes not to sell/ transfer/ deal with the reserve car parking space independent of the Apartment. The Allottee undertakes to park his/ her vehicle in the reserve car parking space allotted to him/ her and not anywhere else in the Group Housing Colony. Its is specifically agreed by the Allottee that any other area in the basement or any other area reserved for services, maintenance staff etc. shall not be used by the Allottee for parking his/ her vehicle. The Allottee agrees that all such reserve car parking spaces allotted to the occupants of the Building(s)/ Group Housing Colony shall not form part of common areas and facilities of the Apartment/ any building constructed on the said Land for the purpose of the declaration to be filed by the Developer under Haryana Apartment Ownership Act, 1983. The Allottee agrees and confirms that the reserve car parking space allotted to him/ her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession of the Apartment under any of the provisions of this Agreement. Similarly if the Allottee attempts to sell/ transfer/ deal with the reserve car parking space separately from the apartment, in such case the Allottee agrees and confirms that the reserve car parking space allotted to him/ her shall automatically be cancelled and the payment made by him for the reserve car parking space will be returned without interest.

- (vii) The Developer has made it clear and the Allottee agrees that the areas to be utilized for club, convenient shops, parks, sports complex, clubs, community centre, school(s), creche, EWS units, Plant Room, basement under the Building, basements, covered or reserve car parking spaces/ areas and any other facility or amenity as provided by the Developer at its sole discretion or in accordance with the direction of any competent authority shall not form a part of common areas of the Apartment/ Building for the purpose of declaration, which shall be filed by the Developer under the Haryana Apartment Ownership Act, 1983 or any other amendment(s) thereof or under the Rules framed thereunder or provisions of any other applicable law(s), bye laws, rules etc.
- (viii) The basement(s) and service areas, located within the said Building/ said Group Housing Colony, shall be earmarked by the Developer to house services including

but not limited to Electric Sub-Stations, Transformers, DG Sets, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment's, reserved/ dedicated car parking for the staff of the Maintenance Company/ Agency/ its own staff or for individual allottees etc. and other such usages and the Allottee shall not be permitted to use the same in any manner whatsoever.

(ix) Pursuant to provisions of section 14 of the Haryana Apartment Ownership Act, 1983, the Allottee expressly agrees, confirms, acknowledges and gives his unqualified consent for removal of the said Apartment/ Building/ Group Housing Colony from the provisions of the Haryana Apartment Ownership Act, 1983. The Allottee voluntarily elects that the maintenance and upkeep of the Building/ Group Housing Colony and its common areas, facilities, services and amenities be entrusted to the Developer or its nominated Maintenance Company/ Agency until a body/ society/ association of the apartment owners of the specific property/ Tower/ Building is formed, lawfully constituted and registered as per Declaration in Form A to be submitted by the Developer to the Competent Authority under the Act. The Allottee agrees and undertakes that he/ she shall join any Associations/ Society of Apartment Owners as may be formed by the Developer 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 Developer for this purpose.

(x) The sale price of the said Apartment is inclusive of the cost of providing electric wiring and switches in each Apartment and fire fighting equipment in the common areas within the said Building/ said Group Housing Colony as prescribed in the existing fire fighting code/ regulations. The sale 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 Allottee or at his/her request by the Developer at the cost of the Allottee. Power back-up may be provided for the Apartment, subject to timely payment of maintenance charges and charges for such back up by the Allottee, from standby generators not exceeding the equivalent sanctioned load for the said apartment and shall be in addition to normal power back up for the common areas and common services within the said Building. It is agreed by the Allottee that the standby power is a provision in the apartment and the sale price does not include the cost of DG Sets, AMF, or synchronizing panel, Transformers, HT and LT Panels

and related electric panels and reticulation to the apartment provided the Allottee pays all the dues in timely manner. If, however, due to any subsequent legislation/ Govt. order, directives, guidelines or change/ amendments in Fire Fighting Code including the National Building code or if deemed necessary by the Developer at its sole discretion, additional fire safety measures are undertaken, then the Allottee undertakes to pay within thirty (30) days from the date of written demand by the Developer, the additional expenditure incurred thereon along with other Allottees in proportion to the super area of his/ her Apartment to the total super area of all the Apartments in the said Building/ said Group Housing Colony as determined by the Developer.

9. PAYMENT FOR TAXES, WEALTH TAX, CESSSES BY ALLOTTEE

That the Allottee agrees to pay directly or if paid by the Developer then to reimburse to the Developer on demand and without demur, all govt. charges, rates, cesses, property tax, wealth tax, service tax, any other tax / duty / charge of all and any kind by whatever name called, whether levied or leviable now or in future, as the case may be, effective from the date of application for allotment/letter of allotment (of specific number or priority number), whichever is earlier 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 said Building/ said Group Housing Colony as the case may be and as determined by the Developer. 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 tax, fee or cess as and when levied by a local body or Authority and so long as the said 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 said Building/ said Group Housing Colony, as the case may be. Such apportionment shall be made by the Developer or any other agency, as the case may be, and the same shall be conclusive, final and binding on the Allottee. All taxes, fees, cesses etc. shall be paid by the Allottee irrespective of the fact whether the maintenance is carried out by the Developer or its Nominee or any other duly constituted body or association of the allottees. In the event of any increase in such taxes, rates, cesses or charges, whether prospective or retrospective (whether before or after the conveyance deed has been executed) the same shall be treated as unpaid sale price of the Apartment and the

Developer shall be entitled to claim/ recover the same from the Allottee and the Developer shall have the first charge on the Apartment for recovery of the same from the Allottee.

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973, 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. 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 Developer and the concerned authorities immediately.

11. ADJUSTMENT/ APPORTION OF PAYMENTS

The Allottee authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Developer to adjust such payments in any manner otherwise than as decided by the Developer in its sole discretion.

12. TIME IS THE ESSENCE FOR PAYMENT OF SUMS DUE BY THE ALLOTTEE

Time has been understood to be the essence of this Agreement with respect to the Allottee's obligations to pay the price of the said Apartment in accordance with the Schedule of Payments as given in Annexure III along with other payments such as applicable stamp duty, registration fee, interest free maintenance security deposit and other charges, taxes, cesses as stipulated under this Agreement to be paid on or before due date or as and when demanded by the Developer as the case may be and also perform or observe all the other obligations of the Allottee under this Agreement. It is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the Developer to send demand notices / reminders regarding the payments to be made by the Allottee as per Schedule of Payments or obligations to be performed by Allottee. The Developer shall keep the allottees informed by a letter/ newsletter sent at their addresses recorded with the Developer about the progress of construction of the project building so

that the Allottee is well aware about his/ her obligation to make payment of installments linked with the progress of construction in the project building at the stipulated time. In case of any default/ delay in the payments by the Allottee and/ or to perform or observe other obligations under this Agreement, the allotment shall be liable to be cancelled and the entire Earnest Money deposited by the Allottee, any interest paid/ due or payable and any other amount of a non-refundable nature shall be forfeited by the Developer. On cancellation of allotment by the Developer, the Allottee shall be left with no right and/ or interest in the Apartment in any manner whatsoever. The Developer, at its sole discretion, shall thereafter be free to deal with the Apartment in any manner it likes. The amount, if any, after deduction of the Earnest Money and other amounts as stated above, would be refunded by the Developer to the Allottee without any interest. The Allottee hereby agrees and confirms that in the event of cancellation of the allotment as mentioned above, the Allottee shall not be entitled to any interest or compensation of whatsoever nature. Without prejudice to its aforesaid right to cancel the allotment as aforesaid, the Developer may, in case of exceptional circumstances and at its sole and absolute discretion waive the breach by the Allottee in not making payments as per the Schedule of Payment but on the condition that the Allottee shall pay to the Developer interest on the delayed payment which shall be charged @ 18 % per annum for the period of delay. Such waiver will be granted by the Developer only once and for a reasonable period of delay. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and/ or binding on the Developer to exercise similar discretion in the case of other allottees.

13. CONSTRUCTION OF THE SAID APARTMENT / SAID BUILDING / SAID GROUP HOUSING COLONY

The Allottees has seen and accepted the Schedules of payment, tentative layout plan, tentative building plan, tentative specifications of the said Group Housing Colony. The construction of the said Building/ said Group Housing Colony 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-IV** subject to the right of the Developer to amend the specifications in order to substitute materials, plants and equipments 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 Developer and the Allottee hereby agrees to this condition. The Allottee has further

authorized the Developer to carry out, on his/ her behalf, such additions, alterations, deletions and modifications in the building plans, floor plans, change in specifications etc. including the number of buildings and floors as the Developer may consider necessary or as directed by any competent authority. The offer of possession of the Apartment by the Developer shall be the conclusive evidence that the said Building/ 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 Allottee agrees that after possession he/ she shall not make any claim against the Developer 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 each of the tentative lay out plan, floor plan, apartment plan and tentative specifications is attached to this Agreement as **Annexures-1A, 1B, 1C & IV** respectively. The Allottee agrees that the Developer may, in its sole discretion change the apartment number/ floor/ building in which the apartment has been allotted and may allot to the Allottee another apartment of similar quality/ specifications or as good as the said Apartment and the Allottee authorizes the Developer to do so by informing him/ her in writing. In the event, however, the Allottee has any objection to the aforesaid change of apartment number/ floor/ building, he/she will be entitled to cancel this Agreement within 30 days of such intimation by the Developer, upon receipt of which notice the Developer shall refund to the Allottee the amounts paid by the Allottee, subject to deduction of any interest paid/ payable by the Allottee and any other amount of non-refundable nature, alongwith simple interest @8% p.a.

14. MAJOR ALTERATION/ MODIFICATION

It is agreed between the parties that increase / decrease in the super area of the said apartment upto $\pm 10\%$, the same shall be within the permissible limit and the price of the same shall be adjusted accordingly in the last installment. However, In case of any major alteration/ modification in case of any material alteration/ modification in the plans, designs, specifications, layout etc. resulting in excess of resulting in excess of plus/ minus (\pm) 10% change in the super area of the said Apartment or material/ substantial change in the specifications of the materials to be used in the Building/ Apartment in the sole opinion of the Developer at any time prior to and/ or upon the handing over of the possession of the Apartment to the Allottee, the Developer shall intimate the Allottee in writing the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/ her

or refunded to him by the Developer as the case may be (without any interest) **at the rate prevailing at the time of offer of possession**. The Allottee agrees to inform the Developer his/ her written consent or objections to the changes within thirty (30) days from the date of dispatch by the Developer of such notice failing which the 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 Allottee is received by the Developer within the stipulated time indicating his/ her rejection / non-consent/ objections to such alternations/ modifications as intimated by the Developer to the Allottee, then, in such case alone the Developer may at its sole option and discretion decide to cancel this Agreement without further notice and in such event the Developer shall refund the entire money received from the Allottee excluding interests on delayed payments and non-refundable amounts (such as brokerage, service tax, etc) with simple interest @ 8% per annum within sixty (60) days from the date of intimation received by the Developer from the Allottee and upon dispatch of such refund by registered post, the Developer shall be released and discharged from all its obligations and liabilities under this Agreement and the Allottee agrees and authorizes the Developer to resell or deal with the said Apartment and the parking space thereafter in any manner whatsoever at the Developer's sole discretion.

15. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT

The Developer 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 4 (Four) 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 18,19 & 43 or due to failure of Allottee(s) to pay in time the price of the said Apartment along with all other charges and dues in accordance with the Schedule of Payments given in **Annexure-III** or as per the demands raised by the Developer from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this Agreement.

16. PROCEDURE FOR TAKING POSSESSION

The Developer, upon completion of construction of the said Apartment, will offer in writing to the 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 Developer shall hand

over the said Apartment to the Allottee for his/ her occupation and use subject to the 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 payments and has complied with all provisions, formalities, documentations etc. as may be prescribed by the Developer in this regard. Upon the Allottee taking possession of the Apartment as above, the Allottee shall have no claim against the Developer in respect of any item or work in the Apartment which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any reason whatsoever. However, any inherent defects such as leakages etc. shall be remedied by the Developer provided the same have been pointed out/ notified by the Allottee at the time of possession. The Allottee shall be entitled to the use and occupation of the Apartment without any interference from the Developer, subject, however, to the terms and conditions stipulated and contained herein and the Maintenance Agreement.

17. FAILURE OF ALLOTTEE TO TAKE POSSESSION

Upon receiving a written intimation from the Developer in terms of the preceding Clause, the Allottee shall within the time stipulated by the Developer in the notice, take over the possession of the said Apartment from the Developer by executing necessary Indemnities, Undertakings, Maintenance Agreement and such other documentation as the Developer may prescribe and the Developer shall after satisfactory execution of such documents and payments by the Allottee of all the dues under this Agreement permit the Allottee to occupy and use the said Apartment. If the Allottee fails to take over the Apartment after having paid all sums due and having completed all documentation as aforesaid within the time limit prescribed by the Developer in its notice, then the said Apartment shall lie at the risk and cost of the Allottee and the Developer shall have no liability or concern thereof. 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 Developer shall have the option to cancel this Agreement and avail the remedies as stipulated in Clause 21 of this Agreement or the Developer may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion and provided the Allottee is not in default in respect of payment of the price of the apartment and other charges in respect thereof, decide to condone the delay by the Allottee in taking over the said Apartment in the manner as stated in this clause on the condition that the Allottee shall pay to the Developer holding charges @ Rs. 7.50/- per sq. ft.(Rs.81/- per sq. mtr.) of the super area plus the common area maintenance

charges of the said Apartment per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Apartment till the entire holding charges with applicable overdue interest, if any, at the rates as prescribed in this agreement are fully paid. It is made clear and the Allottee agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges/ expenses as provided in this Agreement including expenses required to restore the Said Unit into habitable condition that may have deteriorated because of the delay in taking over the possession by the Allottee . Further, the Allottee agrees that in the event of his/ her failure to take over the said Apartment within the time stipulated by the Developer in its notice, he/ she shall have no right or any 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, use 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 Group Housing Colony.

18. DELAY DUE TO REASONS BEYOND THE CONTROL OF THE DEVELOPER

If, however, the completion of the said Apartment/ said Building/ said Group Housing Colony is delayed by reason of non-availability of steel and/ or cement or other building materials or water supply or electric power, man power or slow down, strike or due to dispute with the construction agency(ies) employed by the Developer, 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 sanction of building/ zoning plans/ grant of completion/ occupation certificate by any Competent Authority or for any other reasons beyond the control of the Developer then the Allottee agrees that the Developer shall be automatically entitled to the extension of time for delivery of possession of the said Apartment and the time period shall correspondingly stand extended for the said purpose. The Developer as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of the allotment or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the project for such period as it may consider expedient and the Allottee agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause 20 of this Agreement) for the period of extension of time

for handing over possession of the Apartment. In consequence of the Developer abandoning the project, its liability shall be limited to the extent of refund of all amounts paid by the Allottee without any interest or compensation whatsoever, subject to the Allottee not having been in default and subject to the deduction of interest paid/ payable and other non-refundable charges.

19. FAILURE TO DELIVER POSSESSION DUE TO GOVT. RULES, ORDERS, NOTIFICATIONS ETC.

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 or any order passed by any court of law, the Developer is unable to complete the construction of the said Apartment/ said Building/ said Group Housing Colony, then the Developer may, if so advised, though not bound to do so, at its 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 Allottee in pursuance of this Agreement, shall continue to lie with the Developer and the 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 Allottee may, if he/ she so desires, become a party along with the Developer in such litigation to protect Allottee's rights arising under this Agreement. In the event of the Developer 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 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 Developer to the impugned Legislation/ Order/ Rule/ Regulation/ Notification not succeeding and the said legislation / Order / rule / regulation becoming final, absolute and binding, the Developer will, subject to provisions of law/ court order, refund to the 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 an Allottee by the Developer without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Developer and the Allottee agrees to accept the Developer's decision, in this regard to be final and binding. Save as otherwise provided herein the Allottee shall not

have any other right or claim of whatsoever nature against the Developer under or in relation to this Agreement.

20. FAILURE TO DELIVER POSSESSION:REMEDY TO THE ALLOTTEE

Subject to Clauses 18,19 & 43 hereof and provided the Allottee has paid all installments and sums due on time and as per the Schedule of Payment and is otherwise in compliance of this Agreement, if the Developer fails to handover possession of the Apartment within the stipulated period as stated in Clause 15 above and such extended periods as permitted under this Agreement, then, the Developer will pay to the Allottee, compensation upto a maximum of Rs.7.50/- per sq. ft. (Rs.81/- per sq. mtr.) of the super area of the apartment per month for the period of such delay after expiry of the initial period of 60(sixty) days from the stipulated date for delivery of possession The adjustment of such compensation shall be done only at the time of conveying the said Apartment to the Allottee first named in this Agreement and not earlier. However, the Allottee understands and agrees that the Developer may abandon the Project at its sole discretion at any time before or after start of construction and in consequence thereof, the Developer's liability shall be limited to the refund of the amounts paid by the Allottee with simple interest @ 8% per annum for the period such amounts were lying with the Developer and to pay no other compensation whatsoever, subject to the Allottee not having been in default and subject to the deduction of interest paid/ payable and other non-refundable charges.

21. EVENTS OF DEFAULTS AND CONSEQUENCES

All defaults, breaches and/ or non-compliance of any of the terms and conditions of this Agreement by the Allottee shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative/ illustrative events of defaults are mentioned below:

- i) Failure to make payments within the time as stipulated in the Schedule of Payments as given in **Annexure-III** and failure to pay the stamp duty, legal, registration any incidental charges, any increases in EDC/IDC or any statutory dues or in security deposits including but not limited to Interest Free Maintenance Security Deposit (IFMSD) as demanded by the Developer, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Developer to the Allottee

under the terms of this Agreement and all other defaults of similar nature.

- ii) Failure to perform and observe any or all of the Allottee's obligations as set forth in this Agreement or if the 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 Developer in relation to the said Apartment.
- iii) Failure to take over the said Apartment for occupation and use within the time stipulated by the Developer in its notice.
- iv) Failure to execute the conveyance deed within the time stipulated by the Developer in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Developer, its nominee other Body or Association of Apartment Owners.
- vi) Failure, pursuant to a request by the Developer, to become a member of the Association of Apartment Owners at the said Building/ said Group Housing Colony or to pay subscription charges etc, as may be required by the Developer or Association of Apartment Owners, as the case may be.
- vii) Assignment of this Agreement or any part of this Agreement without prior written consent of the Developer.
- viii) Dishonor of any cheque(s), given by Allottee for any reason whatsoever.
- ix) Sale/ transfer/ disposal of/dealing with, in any manner, the reserved parking space, if allotted, independent of the Apartment.
- x) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit / agreement / indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee agrees and confirms that the decision of the Developer in this regard shall be final and binding on the 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 Developer may, at its sole discretion decide, by notice to the Allottee, to cancel this Agreement. If the Developer elects to cancel this Agreement, the Allottee shall have fifteen (15) days from the date of issue of notice of cancellation by the Developer to rectify the default as specified in that notice. The Allottee agrees that if the default is not rectified within such 15 (15) days, this Agreement shall be automatically cancelled without any further notice and the Developer shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with other Non-Refundable amounts e.g. the interest on delayed payments, any brokerage paid/ due to payable, service tax, any other tax/ cess paid to statutory authorities etc. The Allottee agrees that upon such cancellation of this Agreement, the Developer will be released and discharged of all liabilities and obligations under this Agreement and the Allottee hereby authorizes the Developer that the said Apartment and the car parking space, if allotted, may be sold to any other party by the Developer or dealt in any other manner as the Developer may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Allottee for any of the proceeds of such sale. In the event of the Developer electing to cancel this Agreement any amount which shall prove to be refundable to the Allottee over and above the amounts retained as liquidated damages such as the earnest money, interest on delayed payments, any brokerage paid, due or payable, any other amount of non-refundable nature, shall be refunded by the Developer without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Developer by registered post, the Allottee shall be left with no right, title, interest or lien over the said Apartment and the car parking space in any manner whatsoever and he shall have to return his/her copy of this Agreement back to the Developer within 15 days of such cancellation.

22. CONVEYANCE OF THE SAID APARTMENT

The Developer shall prepare and execute through its authorized signatory along with the Allottee a conveyance deed to convey the title of the said Apartment in favour of Allottee but only after receiving full payment of the total price of the Apartment and the parking space, if any, allotted to him/her and payment of all securities including 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 Developer from time to time prior to the execution of the Conveyance Deed. If the Allottee is in default of any of the payments as set forth in this Agreement then the Allottee authorizes the Developer to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues to the Developer is made by the Allottee at his/ her risk and cost. The Allottee undertakes to execute the Conveyance Deed within the time stipulated by the Developer in its written notice failing which the Allottee authorizes the Developer to cancel the allotment and terminate this Agreement and to forfeit out of the amounts paid by him/ her the earnest money, interest on delayed payments, any brokerage paid, due or payable, any other amount of non-refundable nature and to refund the balance amount without any interest in the manner prescribed in this Agreement. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 or any amendments thereof including any actions taken or deficiencies / penalties imposed by the competent authority (ies). Any increase / decrease in the Stamp Duty charges during the period when the case for execution of the Conveyance Deed of the allotted flat is being processed by the Developer shall be to the account of the Allottee.

In case of an allottee who has raised funds/ loans from any bank or financial institution/ corporate body or any other party, the conveyance deed of the Apartment in favour of such allottee will be executed by the Developer only upon receiving NOC from such bank/ financial institution/ corporate body/party, as the case may be, who shall also be entitled to receive the executed and registered deed from the registering authority.

23. MAINTENANCE OF THE SAID BUILDING/ SAID GROUP HOUSING COLONY AND COMMON AREAS AND FACILITIES THEREIN

- (i) The Allottee is aware that what he is agreeing to purchase is an apartment in a multi-storeyed building. He/ she is also aware that the Building is to be maintained in a proper form and common areas and services are to be maintained for full utility of the Building. In order to maintain the Group Housing Colony the Developer shall, upon completion of the Building/ handing over of the Apartment, provide necessary maintenance services either through itself or through any other company/ agency including any other Body or Association (hereinafter referred to as the "Maintenance Company/ Agency") as the Developer in its sole discretion may deem fit. The Allottee hereby agrees that as a condition precedent to the handing over of the possession of the Apartment, the Allottee shall enter into a Maintenance Agreement

(the Allottee has read the Draft Maintenance Agreement and has agreed to its terms) with the Developer and/ or the said Maintenance Company/ Agency as may be appointed/ nominated/ selected by the Developer from time to time for the maintenance and upkeep of the Building. In the event the Allottee refuses to sign the Maintenance Agreement before the handing over of possession of the Apartment, his/her allotment is liable to be cancelled and the Developer shall have the right to forfeit the Earnest Money Deposit and any interest paid/ payable while refunding the rest of the amount paid by the Developer without interest. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement from time to time. The Developer reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The Maintenance Agreement shall be for an initial period of five years to be renewed for further terms as may be decided by the Developer or the Association of Apartment Owners as may be formed by the Developer upon resubmission of the said Building/ Group Housing Colony to the provisions of The Haryana Apartment Ownership Act, 1983 in terms of Section 15 thereof.

- (ii) The Allottee undertakes to pay on prorata basis the maintenance bills as raised by the Developer/ Maintenance Company/ Agency from the date of offer of possession, irrespective of whether the Allottee is in occupation of the Apartment or not. These Bills shall be prepared separately for actual consumption of water and electricity as may be actually used in the Apartment and the other for maintenance services on the basis of super area of the Apartment, whether it is actually occupied or not. The Allottee shall regularly pay to the Developer/ Maintenance Company/ Agency the maintenance charges, as determined by the Developer/ Maintenance Company/ Agency who shall look after the maintenance and upkeep of the common areas and facilities. The maintenance charges shall be fixed, before the delivery of possession of the Apartment and from time to time by the Developer/ Maintenance Company/ Agency depending upon the maintenance costs and other inputs and overheads. The decision of the Developer/ Maintenance Company/ Agency and its calculations in this respect and on the costs of maintenance will be final and binding on the Allottee. These charges shall be paid by the Allottee alongwith taxes, if any, at monthly or any other interval as may be decided by the Developer/ Maintenance Company/ Agency within the due date prescribed therein.

- (iii) The Allottee agrees that as and when any plant and machinery within the said Group Housing Colony / said Building, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. required replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the allottees in the said Building/ said Group Housing Colony, 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 in the said Building/ said Group Housing Colony, as the case may be). The Developer/ Maintenance Company/ Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timing or cost thereof and the Allottee agrees to abide by the same.
- (iv) If the Allottee fails and/ or neglects to pay his/ her share of the maintenance and replacement charges for such common facilities and common services as provided for in this Agreement and the Maintenance Agreement, the Allottee or anyone else lawfully claiming through or under the Allottee shall not be entitled to make use of such common facilities and services for the reason that regular payment of such maintenance and replacement charges is a condition precedent for making use of such common services and facilities. Similarly, if the Allottee commits breach of any of the covenants herein, the Allottee shall have no right to use of common facilities and services until and unless such breach is rectified by the Allottee and the Developer/ Maintenance Company/ Agency looking after the maintenance of common services and facilities are assured by the Allottee that the breach of covenants would not be repeated by the Allottee or by any other person(s) lawfully claiming through or under the Allottee.
- (v) In order to secure due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the Developer/ Maintenance Company/ Agency, the Allottee agrees to deposit as per the Schedule of Payment and to always keep deposited with the Developer/ Maintenance Company/ Agency an Interest Free Maintenance Security Deposit (IFMSD) calculated at the rate of Rs.____ (Rupees_____) per square ft.(Rs._____ per sq. mtr.) of the super area of the said Apartment. In case of failure of the Allottee to pay the maintenance bills and other charges on

or before the due date, the Allottee in addition to permitting the Developer/Maintenance Company/ Agency to deny him/ her the right to avail the maintenance services, also authorizes the Developer to adjust maintenance security deposit against such defaults. If due to such adjustment, the IFMSD falls below the agreed sum of Rs._____ per square ft. of the super area of the said Apartment or such other rate as the Developer/Maintenance Company/ Agency may fix from time to time, then the Allottee hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Developer/Maintenance Company/ Agency. The Developer/ Maintenance Developer reserves the right to increase the IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Developer/Maintenance Company/ Agency. If the Allottee fails to pay such increase in the IFMSD or to make good the shortfall as aforesaid on or before its due date, then the Allottee authorizes the Developer/Maintenance Company/ Agency to charge interest @ 18% p.a. for the period of such delay and to stop/ disconnect all maintenance services to the said Apartment till such sums due alongwith interest as stipulated hereinabove are paid by the Allottee. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IFMSD as stipulated in this clause shall survive the conveyance of title in favour of Allottee and the Developer shall have first charge/ lien on the said Apartment in respect of any such non-payment of shortfall/ increases, as the case may be, which shall be recoverable as arrears. Upon resubmission of the said Building/ Group Housing Colony to the provisions of The Haryana Apartment Ownership Act, 1983 in terms of Section 15 thereof, the Developer/ its nominated Maintenance Company/ Agency shall transfer IFMSD to the body/ association of the apartment owners subject to the terms and conditions contained in this Agreement and to be contained in the Declaration to be filed by the Developer under the said Act.

- (vi) If the Developer/Maintenance Company/ Agency decides to apply for and thereafter receive permission from Dakshin Haryana Bidyut Vitaran Nigam Ltd. (DHBVNL) 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 Group Housing Colony, then the Allottee undertakes

to pay on demand to the Developer, proportionate share as determined by the Developer of all deposits and charges paid/ payable by the Developer or the maintenance agency/Developer to DHBVNL or such authority/Body failing which the same shall be treated as unpaid portion of the total price payable by the Allottee for the said Apartment and the conveyance of the said Apartment shall be withheld by the Developer till full payment thereof is received by the Developer from the Allottee. Further the Allottee agrees that the Developer shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said Apartment till full payment of such deposits and charges is received by the Developer or the Maintenance Company/ 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 Dakshin Haryana Vidyut Prasaran Nigam Ltd., or any other body responsible for supply of electrical energy and to execute undertakings in this respect. The Allottees agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Developer from time to time.

- (vii) The Allottee has seen the draft Maintenance Agreement and has acquainted himself/ herself 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 Developer. The Allottee hereby confirms that he/ she consents to the terms and conditions contained in the said draft which shall substantially be the same in the final document to be executed at the appropriate time as notified by the Developer. The Allottee further agrees that the Developer 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.
- (viii) In addition to the Developer's and the Maintenance Company's/Agency's rights of unrestricted usage of all common areas & facilities and parking spaces for providing necessary maintenance services, the Allottee agrees to permit the Developer or the maintenance agency and their surveyors and agents to enter into the said Apartment or any part thereof, after due notice in writing and during the normal

working hours, unless the circumstances warrant otherwise, to view and examine the state and condition thereof and to make good anything necessary to be attended e.g performing installations, alterations or repairs to the mechanical or electrical services, whether pertaining to the said Apartment or the apartments above or below the said Apartment. Any refusal of the Allottee to give such right will be deemed to be a violation of this Agreement and the Developer shall be entitled to take such actions as it may deem fit. In case of any emergency/ exigency like fire/ short circuit, etc. no notice shall be required to be given by the Developer/ Maintenance Agency to the Allottee and the officers/ personnel of Developer/ Maintenance Agency shall have all rights to enter in or break open the door of the Apartment to meet such exigency.

- (ix) The structure of the said Building may be got insured by the Developer or the Maintenance Company/ Agency against fire, earthquake, riots or any other natural calamity etc. on behalf of the Allottee and at his/her cost payable by Allottee separately or as the part of the maintenance bill raised by the Developer/ Maintenance Company/ Agency, as the case may be. However the contents of the Apartment shall be insured by the Allottee at his/ her own cost. 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 said Building or cause increased premium to be paid for the same for which the Allottee shall be solely responsible and liable.
- (x) In order to maintain security in the Group Housing Colony, the Developer/ Maintenance Company/ Agency shall be free to appoint security agency(ies) and to restrict the entry of anyone into the Group Housing Colony and/ or the said Building whom it considers undesirable at the outer gate itself. In case of insistence, the security staff of the Group Housing Colony and/ or the Building will be at liberty to call upon the allottee/ lawful tenant/ occupant to come to the gate and personally escort the person(s) from the gate to his apartment and assume the responsibility of escorting him/ them out as well. The security services will be without any liability of any kind upon the Developer/ Maintenance Company/ Agency. Security costs will be part of the maintenance charges.
- (xi) The Allottee shall perform promptly, all maintenance and repair work within the said

Apartment and if any omission on this account on his/her part affects/ damages the Building/Group Housing Colony, then, he/she shall be responsible and liable for all such damage and shall reimburse the Developer/ Maintenance Company/ Agency for any expenditure incurred in repairing such damage. All repairs of internal installations such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installation, doors, windows, lamps and all other accessories belonging to the said Apartment shall be the expense of the Allottee.

- (xii) It is clearly understood by the Allottee that different maintenance services shall be provided through various outside agencies and the role of the Developer shall be limited only to the extent of supervision of these agencies. The Developer accepts no legal liability whatsoever arising from various acts of omission, commission, negligence, defaults of the aforesaid agencies and it shall not be liable or responsible for any injury, loss, damage or destruction action or damages arising out of any faulty workmanship and material failure.

24. USE OF THE SAID APARTMENT

The Allottee shall not use the said Apartment for any purpose other than residential or for immoral/ illegal purposes or in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Building/ said Group Housing Colony or for any commercial 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 Group Housing Colony or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee hereby agrees to indemnify the Developer against any penal action, damages or loss due to misuse for which the Allottee / occupant shall be solely responsible. If the Allottee uses or permits the use of the said Apartment for any purpose other than residential, then the Developer shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Apartment and the Allottee has agreed to this condition.

25. USE OF TERRACES

The Developer reserves the right to give on lease or hire or make further constructions on any part of the top roof/ terraces above the top floor [excluding exclusive terraces forming a part of penthouse(s)] of any of the buildings in the said Group Housing Colony for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease the same for advertisement or any other purposes and the Allottee agrees that he/ she shall not object to the same and make any claims on this account.

26. GENERAL COMPLIANCES WITH RESPECT TO THE SAID APARTMENT

That the Allottee shall 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 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 would be located is not in any way damaged or jeopardized. The Allottee shall not do any work which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair any easement or hereditament. The Allottee shall not add any material structure or excavate any additional basement or cellar or make any structural modifications or alterations in the said Apartment. The Allottee shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of the building/ housing colony and facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. 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. Air conditioners/ coolers etc. shall be installed by the Allottee at places earmarked or approved by the Developer and nowhere else and the Allottee shall ensure that there is no water leakage from them. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of doors and windows etc. or carry out any change in the exterior elevation or design. The Non-observance of the provisions of this clause shall entitle the Developer or the maintenance agency 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.

Some other indicative compliances are as follows:

- (a) Allottees/ residents shall not post any advertisement, or posters of any kind in or on the building except as authorized by the Developer/ Maintenance Company/ Agency.
- (b) Allottees/ residents shall not hang garments, rugs etc. from windows, balconies or from any of the facades of the Building/ Group Housing Colony.
- (c) Allottees/ residents shall not throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided, all garbage or trash shall be collected and thrown in the designated dust-bin.
- (d) Allottees/ residents shall exercise extreme care about making noises or the use of musical instruments, radios, television, loudspeakers and amplifiers that may disturb others. Residents keeping pets shall abide by the municipal sanitary bye-laws/ regulations and shall ensure that their pets do not cause any type of nuisance to other residents of the Building/ Group Housing Colony.
- (e) Allottees/ residents shall not install wiring for electrical or telephone installations, television antennae, machines or air-conditioning units etc. or that protrude through the walls or the roof or on the exterior of the Building/ Group Housing Colony.
- (f) Allottees/ residents shall not keep or store any inflammable, hazardous material/ article within their apartments which may in any way endanger the life/ well-being of any of the residents of the Building or safety/ security of the Building or any part thereof.
- (g) Allottees/ residents shall not themselves use or permit to be used their apartments or any part thereof for any immoral, illegal or anti-social activities.
- (h) Allottees/ residents shall not themselves use or permit to be used their apartments or any part thereof in a manner which is a source of nuisance or cause annoyance to any

of the occupier(s) of the Building or of the housing colony.

27. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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 the said Building/ Group Housing Colony in general and the said Apartment in particular. The Allottee 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 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 Developer 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.

28. RIGHT OF THE DEVELOPER TO MAKE ADDITIONAL CONSTRUCTIONS

The Developer shall have the right to add extra land to the existing parcel of land and thereby avail extra FAR and build new buildings anywhere within the said Group Housing Colony and the Allottee shall not raise any objection with regard to the same. The Allottee agrees and undertakes that before or after taking possession of the Apartment or at any time thereafter, he/ she shall have no right to object to the Developer constructing or continuing with the constructions of other buildings adjoining to or otherwise in the said Land and to make additions to or put up additional structures in/ upon the said Building or Additional Apartment Building(s) and/ or structures anywhere in the said Group Housing Colony as may be permitted by the competent authorities and such additional Apartment Building(s) /structures shall be the sole property of the Developer which the Developer will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee(s). The Allottee agrees that the Developer shall be entitled to connect the electric, water, sanitary and drainage sources. The Developer shall also have right, to make any alternations, 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. The Allottee further agrees and undertakes that he/she shall not claim any compensation or reduction in the price of the Apartment or withhold the payment of maintenance and other charges, as and when demanded by the Developer, on the ground

of inconvenience or that the infrastructure required for the said Group Housing Colony is not yet complete. Any violation of this condition shall entitle the Developer to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

29. DEVELOPER'S RIGHT TO RAISE FINANCE

The Allottee hereby authorizes and permits the Developer to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by charge/ mortgage of the said Apartment/ said Building/ said Group Housing Colony/ said Land/ said Portion of the Land subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of conveyance deed. The Developer/ Financial Institution/ Bank shall always have the first charge on the said Apartment for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Developer for the purpose of the construction of the said Building/ said Group Housing Colony.

30. THIS AGREEMENT SUBORDINATE TO MORTGAGE BY THE DEVELOPER

The Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Agreement or any money deposited hereunder by the Allottee. In furtherance and not in limitation 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 Developer 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 Developer 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.

31. DEVELOPER'S CHARGE ON THE SAID APARTMENT

The Allottee agrees that the Developer shall have the first charge/ lien on the said Apartment for the recovery of all its dues payable by the Allottee under this Agreement and

such other payments as may be demanded by the Developer from time to time. Further the Allottee agrees that in the event of his/ her failure to pay such dues as aforesaid, the Developer will be entitled to enforce the charge / lien by selling the said Apartment to recover and receive the outstanding dues out of the sale-proceeds thereof.

32. PURCHASE NOT DEPENDENT UPON FINANCING CONTINGENCY

The Allottee may obtain finance from any financial institution / bank or any other source but the Allottees' obligation to purchase the said 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 said Apartment. In the event the Allottee obtains finance from any financial institution/ bank or any other source, the Allottee shall make timely and regular payment of loan installments to such financial institution/ bank. In case of cancellation of allotment of the Apartment on any account any amount which becomes refundable under the terms and conditions of this Agreement after the forfeiture of Earnest Money Deposit and other amounts as aforesaid would be refunded to the concerned financial institution/ bank of the Allottee towards repayment of his/ her loan in relation to the said allotment. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee with the financial institution/ bank without recourse to or involving the Developer.

33. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 within thirty (30) days from the date of dispatch by the Developer and secondly a copy of this Agreement executed by the Developer through its authorized signatory is delivered to the Allottee within thirty (30) days from the date of receipt of this Agreement by the Developer from the Allottee. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within thirty (30) days from the date of its dispatch by the Developer, then the application of the Allottee shall be treated as withdrawn and the earnest money paid by the Allottee shall stand forfeited at the option of

the Developer. If the counter part of this Agreement is not executed by the Developer and dispatched to the Allottee within thirty (30) days from the date of its receipt from the Allottee, then this Agreement shall be deemed to have been rejected and cancelled at the option of the Developer and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities against the other.

34. AGREEMENT NOT ASSIGNABLE

This Agreement or any interest of Allottee in this Agreement shall not be assigned by the Allottee without prior written consent of the Developer which consent may be given or denied by the Developer in its sole discretion and shall be subject to applicable laws and notifications or any governmental directions as may be in force and further subject to the terms, conditions and administrative charges as the Developer may impose, including documentation by the Allottee and his/her assignee. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Developer shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Developer to cancel this Agreement and to avail of remedies as set forth in Clause 20 of this Agreement.

35. ENTIRE AGREEMENT

This Agreement along with its annexures and the terms and conditions contained in the application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, 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 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 supersede those terms and conditions contained in the application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate

Agreement duly signed by and between the parties.

36. RIGHT TO AMEND ANNEXURES

The Developer reserves the right to correct, modify, amend, change all the annexures attached to this Agreement and also annexures which are indicated to be tentative and notify the same to the Allottee any time prior to or upon conveyancing of the Apartment, as deemed necessary by the Developer at its sole discretion.

37. AGREEMENT SPECIFIC ONLY TO THE SAID APARTMENT/ THIS PROJECT

It is clearly understood and agreed by the Allottee that the provisions of this Agreement, draft Maintenance Agreement and those contained in other annexures are specific and applicable to Apartments offered for sale in the said Group Housing Colony only 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), MRTP Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Apartment(s)/ Building(s)/ Projects(s) of the Developer/ its associates / subsidiaries, partnership firms in which the Developer is a partner or is interested.

38. PROVISIONS OF THIS AGREEMENT APPLICABLE ON OCCUPIERS/ SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Apartment/ said Building/ said Group Housing Colony, including with regard to payment of maintenance charges and abiding by the terms of the Maintenance Agreement, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent purchasers/ assignees of the said Apartment, as the said obligations go alongwith the said Apartment for all intents and purposes. Notwithstanding anything contained in the Transfer of Property Act, 1882, or in any other law for the time being in force, any person acquiring any apartment from any allottee/ owner by gift, exchange, purchase or otherwise or by taking on lease, shall in respect of the said apartment execute

and register an instrument in such form and in such manner and within such period as may be prescribed by the Developer and will give an undertaking to comply with the covenants, conditions and restrictions which are binding on the allottee.

39. WAIVER NOT A LIMITATION TO ENFORCE

Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

40. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law or inconsistent with the purpose of this Agreement, such provision(s) shall be deemed to have been 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 in accordance with their terms.

41. CAPTIONS/ HEADINGS

The captions/ headings in this Agreement 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.

42. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other allottees in the same building, 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 the said Building. Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the allottees of all the buildings to be constructed on the said Land or portion of the said Land or in the Group Housing Colony, as the case may be, 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 Land or portion of the said Land or in the Group Housing Colony, as the case may be.

43. FORCE MAJEURE

The Developer shall not be held responsible or liable for not performing or delaying performance any of its obligations or undertakings provided for in this Agreement, including offering possession of the said Apartment to the Allottee, if such performance is prevented, delayed or hindered by i) an act of God i.e. fire, draught, flood, earth quake, epidemics, natural disasters ii) war and hostilities of war, riots, bandh, acts of terrorism or civil commotion, iii) strikes, lock outs or industrial disputes, iv) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order, v) Non availability of material /aggregates/material inputs/ labor/ machinery.

44. RIGHTS TO JOIN AS AFFECTED PARTY

The Allottee agrees that the Developer shall have right to join as an affected party in any suit/ complaint filed before any appropriate court by the Allottee if the Developer'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 Allottee agrees to keep the Developer fully informed at all times in all regard.

45. INDEMNIFICATION

The Allottee hereby covenants with the Developer to pay to the Developer/ Maintenance Company/ Agency, as the case may be, from time to time and at all time the amounts which the Allottee is liable to pay under this Agreement and the Maintenance Agreement

and to observe and perform all the covenants and conditions contained therein and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

46. BROKERAGE

In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee, whether within or outside India for acquiring the said Apartment for the Allottee, the Developer shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the said Apartment. Further the Allottee undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection.

47. FURTHER ASSURANCES

The 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 Developer such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Developer 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.

48. COPIES OF THE AGREEMENT

Two copies of this Agreement shall be executed and the Developer shall retain the original copy(Developer's copy) of the Agreement and send the second executed copy to the Allottee(Allottee's copy) for his/ her reference and record.

49. PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Developer through its Authorized Signatory at the Developer's corporate office at Gurgaon after the copies duly executed by the Allottee are received by the Developer. Hence this Agreement shall be deemed to have been executed at Gurgaon even if the Allottee has prior thereto executed this Agreement at any place(s) other than Gurgaon.

50. NOTICES

All notices and other communications under the Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the Allottee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day of the putting the notice/communication in the course of transmission if sent via certified or registered mail. The Allottee shall keep the Developer informed in writing about any change in his/her postal address. In case of joint Allottee, all communications will be sent by the Developer to the Allottee whose name appears first, which will for all purposes be considered as served on all the Allottees.

DEVELOPER

Vatika Limited
7th Floor, Vatika Triangle
Sushant Lok-I, Block 'A'
Mehrauli Gurgaon Road
Gurgaon – 122002
Haryana, India

ALLOTTEE

51. CERTAIN REFERENCE

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. Further wherever the words “foot print of the said Building” occurs in this Agreement it shall refer and mean “the precise land underneath the Building in which the said Apartment is located”.

52. JURISDICTION

That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India. The courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of/ touching and/ or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at Gurgaon.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT AT GURGAON ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

For **Vatika Limited**

1. _____

Authorized Signatory
[Developer

2. _____

Allottee(s)

TENTATIVE LAY OUT PLAN OF GURGAON 21

TENTATIVE FLOOR PLAN

TENTATIVE APARTMENT PLAN

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the sale price in respect of the said Apartment shall be the sum of Apartment area of the said Apartment and its pro-rata share of common areas in the entire building.

Whereas the **Apartment areas** of the said apartment, shall mean the entire area enclosed by its periphery walls including area under walls, columns, balconies, cupboards and lofts etc. and half the area of common walls with other premises/ apartments which form integral part of said Apartment. **Common area** shall mean all such parts/ areas in the entire building which the allottee shall use by sharing with other occupants of the said building including entrance lobby at ground floor, lift lobbies, lift shafts, lift machine rooms, electrical shafts, fire shafts and walls of plumbing shafts on all floors, common corridors and passages, staircases, munties, overhead water tanks, service maintenance areas/offices/stores, security/fire control rooms, if provided

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

It is specifically made clear that the computation of Super Area does not include:

- 1) Sites(s) for shops and shop(s).
- 2) Sites/ buildings/ areas of community facilities/ Amenities like Nursery/ Primary/ Higher Secondary Schools, Club/ Community Centers, Dispensary, Creche, Religious Buildings, Health Centers, Police Posts, Electric Sub-Station, Dwellings Units for Economically Weaker Section/ Service Personnel
- 3) Roof/Terrace above apartments/ Penthouses (Excluding exclusive terraces for Penthouses).
- 4) Car parking area within the said Group Housing Colony:
 - a) Covered car parking area allotted to Apartment Allottee for exclusive use.
 - b) Open car parking area allotted to Apartment Allottee, for exclusive use around buildings/ on surface.

It is further clarified that the super area mentioned in the Agreement is tentative and for the purpose of computing sale price in respect of said Apartment only and that the inclusion of common areas within the said building, for the purpose of calculating super area does not give any right, title or interest in common areas to Apartment Allottee except the right to use common areas by sharing with other occupants/ allottees in the said building subject to timely payment of maintenance charges.

Super Area and the percentage of Apartment Area to super area may undergo changes till the completion of the Building/ Group Housing Colony and final super area shall be intimated upon completion of construction of said building(s).

SCHEDULE OF PAYMENTS

I. Construction Linked Payment Plan		
At the time of Booking with the Application	10% of (B.S.P+PLC)	Rs.
Within 2 months from the date of Booking	10% of (B.S.P+PLC)	Rs.
Within 4 months from the date of Booking	15% of (B.S.P+PLC)	Rs.
Within 6 months from the date of Booking	15% of (B.S.P+PLC)+ 100% of (Car Parking)	Rs.
Within 8 months of Booking	15% of (B.S.P+PLC)+100% of (EDC/IDC/idc)	Rs.
On completion of Super Structure	10% of (B.S.P+PLC)	Rs.
On completion of Brickwork with Plaster	10% of (B.S.P+PLC)	Rs.
On completion of Flooring Work	10% of (B.S.P+PLC)	Rs.
On offer of Possession	05% of (B.S.P+PLC)+ 100% of Club Membership+ I.F.M.S.D+ Stamp Duty & Registration Charges+ Escalation in Construction Cost	Rs.

II. Down Payment Plan (with 8% rebate on 95% of BSP and PLC)		
At the time of Booking	10% of (B.S.P+PLC+EDC/IDC/idc)+10% of (Car Parking)	Rs.
Within 2 months of Booking or Allotment whichever is latter	95% of (B.S.P+PLC+EDC/IDC/idc) +95% of (Car Parking) less Down Payment Rebate and Booking Amount	Rs.
On offer of Possession	5% of (B.S.P+PLC+EDC/IDC/idc) + 5% of (Car Parking)+ 100% of Club Membership + I.F.M.S.D+ Stamp Duty & Registration Charges+ Escalation in Construction Cost	Rs.

Service Tax shall be applicable on Sale price @2.575% and on PLC 10.3%. EDC/ IDC will have no service charges (as per rates notified by Govt.). Service Tax shall be payable along with retrospective installment and is mandatory.

TENTATIVE/PROVISIONAL SPECIFICATIONS

ASSIGNMENTS AND ENDORSEMENTS

First Endorsement

I/ We _____ S/o/D/o/W/o _____
_____ R/o _____
_____ the original allottee of Apartment No _____
_____ Type _____ Block _____ in Gurgaon 21 do hereby assign
this agreement in favour of Sh/ Smt/ Ms _____ S/o/ D/o /W/o
_____ R/o _____
_____ and the Developer M/s
Vatika Ltd. hereby endorses the said Apartment in the name of above said Assignee/
Transferee on payment of Rs. _____ per sq ft super area towards administrative
charges and all other pending dues, of Rs _____ (Rupees
_____ only) till date.

Dated:

Allottee	Assignee	Developer/Developer
-----------------	-----------------	----------------------------

Second Endorsement

I/ We _____ S/o/D/o/W/o _____
_____ R/o _____
_____ the Assignee of Apartment No _____
Type _____ Block _____ in Gurgaon 21 do hereby assign this agreement in
favour of Sh/ Smt/ Ms _____ S/o/ D/o/ W/o
_____ R/o _____
_____ and the Developer M/s
Vatika Ltd. hereby endorses the said Apartment in the name of above said Assignee /
Transferee on payment of Rs. _____ per sq ft super area towards administrative
charges and all other pending dues, of Rs _____ (Rupees
_____ only) till date.

Dated:

Assignee	Second Assignee	Developer/Developer
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Third Endorsement

I/ We _____ S/o/D/o/W/o _____
_____ R/o _____
_____ the Second Assignee of Apartment No
_____ Type _____ Block _____ in Gurgaon 21 do hereby assign
this agreement in favour of Sh/ Smt/ Ms _____ S/o/ D/o /W/o
_____ R/o _____
_____ and the Developer M/s
Vatika Ltd. hereby endorses the said Apartment in the name of above said Assignee /
Transferee on payment of Rs. _____ per sq ft super area towards administrative
charges and all other pending dues, of Rs _____ (Rupees
_____ only) till date.

Dated:

Second Assignee

Third Assignee

Developer/ Developer

Fourth Endorsement

I/ We _____ S/o/D/o/W/o _____
_____ R/o _____
_____ the Third Assignee of Apartment No
_____ Type _____ Block _____ in Gurgaon 21 do hereby assign
this agreement in favour of Sh/ Smt/ Ms _____ S/o/ D/o /W/o
_____ R/o _____
_____ and the Developer M/s
Vatika Ltd. hereby endorses the said Apartment in the name of above said Assignee /
Transferee on payment of Rs. _____ per sq ft super area towards administrative
charges and all other pending dues, of Rs _____ (Rupees
_____ only) till date.

Dated:

Third Assignee

Fourth Assignee

Developer/ Developer

APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION

From:

To,

The Secretary,

Sir,

I am an allottee of Apartment No. _____ Type _____ on _____ Floor in Tower/
Block No. _____ in the Group Housing Colony 'Gurgaon 21' and request for my
enrollment as a member of your Association. I herewith remit a sum of Rs.
_____ towards membership fee of the Association and undertake to pay annual
subscription fee as and when demanded by you.

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

Thanking You,

Yours Faithfully,

Allottee

UNDERTAKING

I _____ son/daughter of shri _____
_____ resident of _____ have been
allotted apartment No. _____ Type _____ on _____ floor in
Tower/Block No. _____ in Gurgaon 21(hereinafter referred as the said Group Housing
Colony). I am aware that M/s _____ (the Developer/Maintenance
Company/ Agency) is entrusted with the task of providing maintenance services to the entire
group housing colony including the supply of electricity to all the apartment owners for which
purpose the said Developer/ Maintenance Company/Agency shall be applying for permission to
receive bulk electric supply and distribute it to the various apartment owners.
M/s _____ has informed me that it shall be responsible for
receiving and supplying the electricity supply in the said Group Housing Colony, for sanctioning
electricity load, for installation of meters, billing and recovery etc. I am agreeable to receive the
electricity supply from the said M/s _____ and I undertake
that I shall not apply to Dakshin Haryana Vidyut Bitaran Nigam Ltd. (DHVBN) or any other
distributing/Regulating/Licensing Agency for direct individual supply of electric power and I
understand that I shall not be entitled for such direct connection in view of the releases of bulk
electric supply to the said Group Housing Colony

Allottee