



TRANQUIL HEIGHTS

**BUILDER BUYER  
AGREEMENT**

Booking ID \_\_\_\_\_

Client Name \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quality  
Commitment  
Integrity  
Trust



33995

VATIKA LTD



3/6/11

**BUILDER BUYER 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 4th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-I, Block-A 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 authorized 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 **SECOND PART**.

- A. WHEREAS the Developer and its associates have acquired development rights in respect of land measuring 11.218 Acres in Sector 82 A Gurgaon, Haryana falling in khasra no.147, 148, 149, 150, 162, 57, 58/1, 59/2, 60, 61, 152, 153, 154, 155, 156, 157 min, in village Sikohpur, Tehsil & District Gurgaon and are in the process of further acquiring additional land in the vicinity. (The land parcel of said 11.218 acres along with additional land shall herein after be referred to as the "said Land").
- B. AND WHEREAS the Developer is in the process of setting up/constructing a residential group housing colony by the name of "Tranquil Heights" (hereinafter referred to as the said '**Group Housing Colony**') on the Said Land along with its associates and has obtained License No. 22 of 2011 dated 24.03.2011 from the Director General, Town and Country Planning, Govt. of Haryana, Chandigarh (DTCP) for development of Group Housing Colony in land measuring 11.218 Acres in Sector 82 A Gurgaon, Haryana falling in khasra no.147, 148, 149, 150, 162, 57, 58/1, 59/2, 60, 61, 152, 153, 154, 155, 156, 157 min, in village Sikohpur, Tehsil & District Gurgaon being part of the said Land.
- C. AND WHEREAS for the aforesaid purpose, the Developer has entered into arrangements/collaboration agreements with its associate for development & construction of the Residential Group Housing Colony on the said Land, based on which the Developer is fully authorized and empowered to sell/ transfer/convey/lease/assign and agree to sell the whole or part of the said Residential Group Housing Colony.
- D. AND WHEREAS the Developer is entitled to carry out the development, marketing and sale of apartments in the said Group Housing Colony to any individual or legal entity.

- E. AND WHEREAS the Allottee has been requested and encouraged by the Developer to satisfy himself about each and every detail of the said Land, said Group Housing Colony and the apartments proposed to be constructed therein and to clear all his doubts and concerns by visiting the site and/ or going through other records pertaining to the same before executing this Agreement.
- F. AND WHEREAS the Allottee has expressed his complete satisfaction with the information made available to him by the Developer with regard to the price, specifications of construction, facilities to be provided, possibility of delays in construction and changes in size, specifications and location of the apartment--whether due to any amendments in the drawings & building plans or any other reasons, binding nature of any conditions/ charges that may be subsequently imposed by statutory authorities, the ownership record of the said Land and the limited rights accruing to the Allottee therein and the common areas, force majeure conditions, consequences of default and breach of this Agreement by him and the Developer's right to terminate the same and all other relevant / related aspects and has approached the Developer for the purchase of a residential apartment on \_\_\_\_\_ floor of the Building ' \_\_\_\_\_ ' (hereinafter referred to as "**the said Building**") in the said Group Housing Colony and more fully described below (hereinafter referred to as the "**said Apartment**").
- G. AND WHEREAS the Allottee has confirmed to the Developer that he is entering into this Agreement for allotment of the said Apartment with complete knowledge of all laws, rules, regulations, notifications etc. applicable to the said Building/ said Group Housing Colony in general and the said Apartment in particular and that he has clearly understood the terms and conditions of this Agreement and his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and has relied solely on his own judgment and investigation in deciding to enter into this agreement and to purchase of the said Apartment.
- H. 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 and not to question its terms later on, has accepted in good faith his application to allot a residential Apartment to him 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 to the Developer the Total Sale Price of the said Apartment more fully described below out of which the Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) till \_\_\_\_\_ and in consideration of the Allottee having agreed to pay the remaining Sale Price and all other charges and deposits as recorded hereinafter below and in the Schedule of Payment appended herewith as **Annexure-I** and in the manner indicated therein and as may be demanded by the Developer, the Developer hereby agrees to sell to the Allottee and the Allottee hereby agrees to buy the said Apartment in the said Group Housing Colony,

together with indivisible pro-rata share in the land forming the footprint of the said Building.

**DETAILS OF THE APARTMENT**

S.No.	Description	Particulars
A	Apartment No.	
B	Type	
C	Floor	
D	Building	
E	Super Area	
F	PLC preferred, if any	
G	Car Park No. (only user rights)	

The total sale consideration/price for the said Apartment has been agreed as follows:-

**TOTAL SALE PRICE**

Sr. No.	Particulars.	Rate @(in Rs.)	Total (in Rs.)
i	Basic Sale Price	_____ per sq. ft. super area	
ii	PLC	_____ per sq. ft. super area	
		Total Sale Price	
iii	Escalation in construction cost	To be calculated & to be paid at the time of offer of possession	

Further any charges or taxes, including but not limited to proportionate share of EDC (Including deferred Interest) & IDC @ \_\_\_\_\_ per sq. ft. of the super area as calculated as per the amount demanded by DG TCP, Haryana from time to time, increase in EDC/ IDC, stamp duty, registration charges, service tax on each installment, Electricity & Gas connection charges, electricity & water meter charges, STP Charges, sewage connection charges, water connection charges, cable connection charges, VAT, labour cess, any other tax imposition, cess, fee, charges, etc. by whatever name called that may be imposed by any Government(Central or State) Authority, Department etc. (retrospectively or prospectively) are not included in the aforesaid price and shall be payable by the Allottee in addition to the price of the said Apartment as and when demanded by the Developer. Membership to club is complementary. Apart from the above charges & taxes, IFMSD @ Rs.50/- (Rupees fifty Only) per square feet of the super area shall be payable by the Allottee in addition to the price of the said Apartment as and when demanded by the Developer.

**2. EARNEST MONEY**

The Allottee has entered into this Agreement on the condition that 10% of the basic sale price and Preferential Location Charges (10% of [BSP + PLC]) of the said Apartment shall be treated as Earnest Money to ensure fulfillment, by the Allottee, of the terms and conditions as contained in the application and this Agreement. The said Earnest Money shall be forfeited by the Developer in the event of the failure of the Allottee to perform his obligations or to fulfill any of the terms and

conditions set out in this agreement and on occurrence of such failure, the Developer shall refund residual amount remaining after deducting Earnest Money and all non-refundable amounts (such as brokerage paid, all applicable service tax, other applicable tax, cess, duties, etc, charges for dishonor of cheque, interest on delayed payment etc.) to the Allottee without any interest or compensation of whatsoever nature.

**3. MODE OF PAYMENT & EPR**

That the Allottee shall make all payments in time in accordance with the Schedule of Payments as given in Annexure-I annexed to this Agreement and/ or as may be demanded by the Developer from time to time without any reminders from the Developer through A/c Payee Cheque(s)/ Demand Draft(s) drawn in favour of M/s Vatika Limited payable at Gurgaon. Dishonour of any cheque issued by the Allottee towards payment of any sum due shall be viewed as an event of default under Clause 19 of this Agreement apart from inviting legal consequences under Section 138 of the NI Act. However, the Developer may condone the dishonor of a cheque in exceptional circumstances subject to the Allottee paying a penalty of Rs.2000/- along with any applicable service tax for each such dishonor apart from penal interest for the period of delay. The Developer may give Early Payment Rebate (EPR) in the basic sale price of the said Apartment equivalent to simple interest @ 12% per annum on such payment as received in advance, for the period of advance payment of the amount/installment paid in advance as per terms and conditions of the applicable policy of the Developer, if any. The said EPR is subject to withdrawal and the rate of EPR is subject to change without any prior notice to the Allottee. Thus before making any payment in advance, the Allottee, shall enquire with regard to continuation of EPR and , the rate thereof.

**4. 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 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.

**5. ADJUSTMENT/ APPORTION OF PAYMENTS**

The Allottee authorizes the Developer to adjust/ appropriate all payments made by him under any head(s) of dues against outstanding if any in his name as the Developer may 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.

**6. PREFERENTIAL LOCATION CHARGES(PLC)**

The Allottee hereby agrees to pay additionally towards Preferential Location Charges (PLC) for apartments located on Ground Floor, First Floor, Second Floor, Twenty fifth Floor and above, corner unit(s), Club/Pool Facing (Ground to 10<sup>th</sup> Floor), Internal green facing (Ground to 10<sup>th</sup> Floor) at the rate as mentioned above and in **Annexure-I**. However, the Allottee has specifically agreed that if due to any amendment in any of the plans or for any other reason, the said Apartment, if preferentially located, ceases to be preferentially located, the Developer shall refund to the Allottee the PLC paid by him till then alongwith simple interest @ 12% p.a thereupon for the period the said PLC has remained deposited with the Developer by making adjustment in the last installment mentioned in the Schedule of Payments given in **Annexure-I**. If due to any amendment in any of the

plans or for any other reason, the said Apartment, if non-preferentially located, becomes preferentially located, then the Allottee agrees to pay preferential location charges to the Developer calculated at the rate applicable for such preferential location(s) as stated hereinabove and as demanded by the Developer. If for any reason whatsoever, the Developer is not in a position or is unable to provide a particular preferential location to an Allottee who has booked his apartment for a particular preferential location only, then such an allottee will be free to cancel the booking and seek refund of all the monies deposited by him with the Developer and the Developer shall refund the same along with simple interest @12% per annum for the period the same have remained deposited with the Developer, subject however, to deduction of non-refundable amounts mentioned above and after such refund this Agreement will come to an end and the Allottee shall return his copy of the Agreement back to the Developer without any demur.

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

The Total Price payable by the Allottee is linked with timely payment of installments. Therefore, time has been understood to be of 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-I** along with other payments as stipulated under this Agreement. The same are to be paid by the Allottee on or before due date or as and when demanded by the Developer, as the case may be, and the Allottee is also to perform and observe all his other obligations 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. However, the Developer shall keep the Allottee informed by letters/ newsletters/ e-mails sent at his addresses recorded with the Developer about the progress of construction of the project to make him aware about his obligation to make payment of installments linked with the progress of construction at the stipulated time. In case of any default/ delay in the payments by the Allottee and/ or to perform or observe his other obligations under this Agreement, the Developer shall cancel the allotment and shall forfeit Earnest Money as described above and recover simple interest @ 18% p. a on the unpaid amount/installments/charges, etc falling due as per the terms of this Agreement for the period of delay in payment of such unpaid amount/installments/charges. Upon such cancellation, the Allottee shall be left with no right and/ or interest in the said Apartment in any manner whatsoever and the Developer shall be free to deal with the same in any manner it likes. The amount, if any, after deduction of the Earnest Money shall be refunded by the Developer to the Allottee without any interest or compensation whatsoever. Without prejudice to its aforesaid right to cancel the allotment as aforesaid, the Developer may, in case of exceptional circumstances, waive the said breach for a short period of delay, subject to the Allottee paying penal simple interest @ 18% p.a on unpaid amount/installments/charges, etc falling due as per the terms of this Agreement, for the period of delay in payment of such unpaid amount/installments/charges, etc.

**8. 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 the total 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 in construction cost. Escalation computed on this basis and certified by the Architect of the Developer shall be binding on the Allottee. Possession will be handed over to the Allottee only upon payment of escalation amount in full alongwith balance total sale price and other charges. The Developer shall make efforts to limit the escalation in the construction cost to a maximum of 10%(ten percent) of the Total Sale Price. In the event of escalation exceeding the said 10%, the Allottee may, 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 amounts, shall be refunded to the Allottee alongwith simple interest @12% 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.	Stell (15%)	100	115	$60 \times 0.15 \times 15$ (i.e. $115-100$ )/100	1.35
2.	Cement (10%)	100	110	$60 \times 0.10 \times 10$ (i.e. $110-100$ )/100	0.60
3.	Other Const. Mat. (40%)	100	105	$60 \times 0.40 \times 05$ (i.e. $105-100$ )/100	1.20
4.	POL (05%)	100	105	$60 \times 0.05 \times 05$ (i.e. $105-100$ )/100	0.15
5.	Labour (30%)	100	110	$60 \times 0.30 \times 10$ (i.e. $110-100$ )/100	1.80
				Total Escalation*	5.10

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

#### 9. 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. Super Area shall be the sum of Apartment area of the said Apartment and its pro-rata share of common areas in the said Building. Whereas the **Apartment area** 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 area of open terraces



where provided and half the area of common walls with other premises/ apartments. **Common area** shall mean all such parts/ areas in the entire said Building which the allottee will 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, areas of overhead water tanks, service maintenance areas/offices/stores, security/fire control rooms, if provided. Super area of the said Apartment stated above is tentative and is subject to change till the construction of the said Building/ said Apartment is complete. Upon completion of construction, the total sale 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 its super area shall be payable or refundable, as the case may be, without any interest, at the original rate as agreed in this Agreement. If there is an increase in super area of the said 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 said Apartment, then the refundable amount due to the Allottee shall be adjusted by the Developer in the final installment as set forth in the Schedule of Payments in **Annexure-I**. The Allottee has assured the Developer that after having agreed to the definition of super area as above as the basis for calculation of sale price of the said Apartment, he shall not dispute the calculation of super area of the said Apartment and the percentage of the apartment area to the super area.

It is further 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 material alteration/ modification in the plans, designs, specifications, layout etc. 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 said Building/ said Apartment at any time prior to and/ or upon the handing over of the possession of the said Apartment to the Allottee, the Developer shall intimate the Allottee in writing the changes thereof and the resultant change, if any, in the total price of the said Apartment to be paid by him or refunded to him by the Developer as the case may be. The Allottee agrees to convey to the Developer his 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 full and unconditional consent to all such alterations/ modifications and for payments, if any to be paid in consequence thereof. If the written communication of Allottee as above is received by the Developer within the stipulated time indicating his rejection / non-consent/ objections to such alternations/ modifications as intimated by the Developer to the Allottee, then, in such case, the Developer shall cancel this Agreement without any further notice and in such an event the Developer shall refund the entire money received by it from the Allottee excluding non-refundable amounts (such as brokerage paid, service tax, interest on delayed payment etc.) with simple interest @ 12% per annum within sixty (60) days from the date of receipt of such communication and upon dispatch of such refund by registered post/ courier, this Agreement shall come to an end and 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 thereafter in any manner whatsoever and undertakes to return Buyer's Copy of this Agreement back to the Developer.

#### **10. 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 said Apartment, yet it is only the area within the four walls of the said Apartment that has been agreed to be sold to the

Allottee. The inclusion of the common areas of the said Building in computation of super area of the said Apartment does not and would not create any specified or independent interest in the Allottee in the common areas of the said Building as mentioned above and the Allottee will only use the same in harmony with other allottees/ occupants therein. Further, the said common interest of the Allottee 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. The Allottee will 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 and such identification by the Developer in its plans now or in future shall be final, conclusive and binding on the Allottee. The Allottee shall have undivided proportionate interest in the land falling under foot print of the said Building calculated in the ratio of super area of the said Apartment to the total super area of the all the apartments in the said Building and the said interest shall not extend to the land falling outside the footprint of the said Building, including but not limited to the area for schools, 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 such as 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, guard posts, fire hydrants and fire brigade inlets etc., which are excluded from the computation of super area and the scope of this Agreement. The right of admission to club, sports complex, park, community centre, and any other facility shall always vest with the Developer who 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. 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 of the apartments etc. and other such usages and the Allottee shall not have any right to use the same in any manner whatsoever.

- (ii) It is made clear to and agreed by the Allottee that the payment of External Development Charges (EDC) including deferred interest, Infrastructure 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 said Apartment to the total super area of all the apartments in all the buildings in the Group Housing Colony. The Allottee undertakes to additionally pay to the Developer, on demand any increase in the EDC including deferred interest /IDC or any other charges 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 including deferred interest /IDC or any other charges shall be borne and paid by the Allottee in proportion to super area of his Apartment to the total super area of all the apartments in all the buildings in the said 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 are 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.

- (iii) The Allottee acknowledges that the 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 transfer/deal with the car parking space so allocated, wherein the allottee has the user rights only, independent of the Apartment. The Allottee undertakes to park his car/ vehicle in the car parking space allocated to him and not anywhere else in the Group Housing Colony. It 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 car/ vehicle. The Allottee agrees that all such car parking spaces allocated to the occupants of the Building(s)/ said Group Housing Colony shall not form part of common areas and facilities of the said Apartment for the purpose of the declaration to be filed under Haryana Apartment Ownership Act, 1983. The Allottee agrees and confirms that the car parking space allocated to him 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 transfer/deal with the car parking space separately from the apartment, in such case the Allottee agrees and confirms that the car parking space allocated to him shall automatically be cancelled.
- (iv) The sale price of the said Apartment is inclusive of the cost of providing electric wiring and switches therein and firefighting 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 maintenance, upgradation/ replacement and operation 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. It is further agreed by the Allottee that the price of the Said Apartment does not include the cost of maintenance, upgradation/ replacement and operation of Sewage Treatment Plants (STP), a provision in the Said Building/Apartment/Group Housing Colony. If, however, due to any subsequent legislation/ Govt. order, directives, guidelines or change/ amendments in Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) norms, Fire Fighting Code including the National Building code or if deemed necessary by the Developer, additional fire safety measures or additional infrastructure for installation of substation 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.

**11. 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, VAT, labour cess, rates, cesses, property taxes, house tax, fire fighting tax, wealth tax, service tax, any other tax / duty / fee/ 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 booking Application form 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. 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. Further the Allottee shall be liable to pay from the date of his/her booking/application, house tax/property tax, fire fighting tax or any other fee, cess and tax, etc as mentioned above as and when levied by a local authority till the time the Allottee is not separately assessed by the Authority. 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.

**12. CONSTRUCTION OF THE SAID APARTMENT / SAID BUILDING / SAID GROUP HOUSING COLONY**

The Allottees has seen and accepted the Schedules of payment, layout plan, building plan, floor plan and specifications of the said Group Housing Colony/ said Building/ said Apartment. 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 - II** 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 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 said 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 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. The Allottee agrees that the Developer may, change the apartment number/ floor/ building due to ever changing physical factors that affect cohesive development 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 in writing. In the event, however, the Allottee has any objection to the aforesaid change of apartment number/ floor/ building, he 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 @ 12% p.a.

**13. 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 48 (Forty Eight) months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in Clauses 14 to 17 & 37 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 - I** 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.

**14. PROCEDURE FOR TAKING POSSESSION**

The Developer, upon completion of construction of the said Building/ 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 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 said 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.

**15. 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 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 19 of this Agreement or the Developer may, without prejudice to its rights under any of the clauses of this Agreement and provided the Allottee is not in default in respect of payment of the price of the said 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.80.73 per sq. mtr.) of the super area along with applicable service tax 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 Apartment 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 failure to take over the said Apartment within the time stipulated by the Developer in its notice, he shall have no right or any claim in respect of any item of work in the said Apartment which he 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 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.

**16. 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 due to delay in acquisition of additional land and license in respect thereof for development of the project 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 18 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.

**17. 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 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.

**18. FAILURE TO DELIVER POSSESSION: REMEDY TO THE ALLOTTEE**

Subject to Clauses 14 to 17 & 37 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 14 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.80.73 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. It is clearly understood that only first named original allottee will be entitled to claim such a compensation and neither second named allottee(s) nor any re-allottee or assignee or subsequent purchaser/ transferee of the said Apartment shall have any right to make any such claim. Further, the Allottee understands and agrees that the Developer may abandon the Project 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 @ 12% 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 amounts mentioned hereinabove.

**19. 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 - I** and failure to pay the stamp duty, legal, registration any incidental charges, electricity/ water connection/ meter charges, any increases in EDC/IDC/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/ Transfer of this Agreement or any part of this Agreement without prior written consent of the Developer.
- viii) Dishonor of any cheque(s), deposited by Allottee for any reason whatsoever.
- ix) Sale/ transfer/disposal of/dealing with, in any manner, the parking space allocated for use, 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, decide, by notice to the Allottee, to cancel this Agreement. If the Developer elects to cancel this Agreement, the Allottee shall have thirty (30) 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 thirty (30) 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. 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 to sell to any other party or deal with it in any manner as the Developer may 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 as above 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 user rights in the car parking space in any manner whatsoever and he shall have to return his copy of this Agreement back to the Developer within 15 days of such refund. In case of an allottee who has raised funds/ loans from any bank or financial institution/ corporate body or any other party, a copy of the cancellation letter shall be sent by the Developer to such bank/ financial institution and such refund shall be made to such bank/ financial institution simultaneously with the receipt the Allottee's copy of this Agreement alongwith its discharge certificate.

**20. 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 all dues payable as per this Agreement & the Maintenance Agreement and in the manner as set out therein and after the Allottee fulfills all his obligations in respect of execution and registration of the Conveyance Deed within the time stipulated by the Developer in its written notice, including payment of applicable stamp duty, registration charges and incidental expenses for registration. 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/ Registration charges during the period when the case for execution of the Conveyance Deed of the said Apartment is being processed by the Developer shall be to the account of the Allottee -

So as to facilitate the process of registration/execution of Conveyance Deed, before the Sub Registrar's Office, the Allottee agrees to pay to the Developer the administrative charges @1% of (BSP + PLC) as services rendered by the Developer along with applicable rate of service tax, as per the policy of the Company.

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.

**21. 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 in a Group Housing Colony which alongwith its common areas and facilities are to be maintained in a proper manner for their optimum utility. Therefore, the Allottee, pursuant to provisions of section 14 of the Haryana Apartment Ownership Act, 1983, 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 upon completion of the construction and handing over of possession of the said Apartment, the

maintenance and upkeep of the Building/ Group Housing Colony and its common areas, facilities, services and amenities, including its security and insurance, 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 and lawfully constituted by the Developer which he agrees and undertakes to join as a member 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. The Allottee, shall, thus, prior to obtaining possession of the said Apartment, 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 and consents to its terms and conditions and such amendments thereto as may be required from time to time and undertakes to pay maintenance charges specified therein. The Allottee further agrees that the Developer/ Maintenance Company/ Agency shall have the right to impose additional terms and conditions and/ or to change, modify, amend the terms and conditions as may be appropriate.

- (ii) The Allottee agrees that as and when any plant and machinery or any other item of capital nature within the said Group Housing Colony / said Building, as the case may be, requires 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.
- (iii) 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.50/- (Rupees fifty Only) per square feet 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 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.50/- 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 shall make good the resultant shortfall within fifteen (15) days of demand by the Developer/Maintenance Company/ Agency. The Allottee agrees that the IFMSD shall be subject to increase in accordance with the increase in maintenance charges from from time to time and the Allottee shall make good such increase(s) within fifteen (15) days of demand by the Developer/Maintenance Company/ Agency.
- (iv) In case the Developer/Maintenance Company/ Agency receives bulk supply of electricity from Dakshin Haryana Bijli Vitaran Nigam Ltd. (DHBVNL) or from any other such authority and distributes the same among the allottees in the said Group Housing Colony, then the Allottee undertakes to pay on demand to the Developer, his proportionate share, as determined by the Developer, of all deposits and charges paid/ payable to such authority

and 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 electric connection and to pay any increase in the deposits & charges failing which the same shall be treated as unpaid portion of the total price of the said Apartment and a default on the part of Allottee entitling the Developer to avail of remedies as set forth in Clause 19 of this Agreement.

**22. USE OF THE SAID APARTMENT & GENERAL COMPLIANCES**

The Allottee shall not use the said Apartment for any purpose other than residential purpose. The Allottee further undertakes to not use the said Apartment 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 shall be solely responsible. That the Allottee shall maintain the said Apartment at his 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 is 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 casement or hereditament 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 said Building/ said Group Housing Colony facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind or 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 or 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 Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee hereby undertakes that he will comply with and carry out, from time to time, 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 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 same.

**23. 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)/ top floor apartment] 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 shall not object to the same and make any claims on this account.

**24. RIGHT OF THE DEVELOPER TO MAKE ADDITIONAL CONSTRUCTIONS**

The Developer shall have the right to avail extra FAR/ FSI and/or add extra land to the existing parcel of land and/or thereby avail extra FAR and build new buildings anywhere within the said Group Housing Colony and /or put up additional structures in/ upon the said Building. The Allottee shall not raise any objection with regard to the same and no approval, prior or subsequent shall be required by the Developer from the Allottee in this regards. The Allottee agrees and undertakes that before or after taking possession of the Apartment or at any time thereafter, he 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/Building 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 due to increase in the FSI in the event of change in Govt. norms/policies 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, drainage, etc sources to such additional constructions. 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 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.

**25. 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 handing over of possession and 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.

**26. 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 failure to pay such dues as aforestated, 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.

**27. 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 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 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.

**28. 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 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 @ Rs 125/- (Rupees One Hundred Twenty-five only) per sq ft. X Super Area of the said Apartment + Service Tax (as applicable). The said charges may be subject to revision by the Developer) including documentation by the Allottee and his 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 19 of this Agreement.

The Developer may permit the allottee any addition, deletion or substitution of names (of his/her Class I legal heirs) or in death cases, subject to the terms, conditions and payment of administrative charges @ Rs 10/- (Rupees Ten only) per sq ft. X Super Area of the said Apartment + Service Tax (as applicable). The said charges may be subject to revision by the Developer.

**29. ENTIRE AGREEMENT**

This Agreement along with its annexures and the terms and conditions contained in the application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all discussions, 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.

**30. 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.

**31. AGREEMENT SPECIFIC ONLY TO THE SAID APARTMENT/ SAID BUILDING/ SAID GROUP HOUSING COLONY**

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), Commission(s), Consumer Fora, or any other judicial or quasi-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.

**32. PROVISIONS OF THIS AGREEMENT APPLICABLE ON OCCUPIERS/ SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the 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. Notwithstanding the aforesaid an assignee or re-allottee of the said apartment shall not be entitled to call in question any alleged delay in handing over possession of the apartment or claim any compensation on account thereof, more particularly as stated in Clause 18 hereinabove.

**33. 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.

**34. 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.

**35. 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.

**36. 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 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 Portion of the said Land or in the Group Housing Colony, as the case may be.

**37. 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) explosions or accidents, air crashes and shipwrecks, acts of terrorism; iii) strikes, lock outs or industrial disputes; iv) non availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or due to any reason whatsoever; v) war and hostilities of war, riots, bandh, acts of terrorism or civil commotion; vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction or court order which prevents or restricts the Developer from complying with any or all the terms & conditions of this Agreement; vii) any legislation, order, rule or regulation made or issued by the Govt. or any other authority or if any competent authority refuses, delays, withholds, denies the grant of necessary approvals & sanctions for the said Group Housing Colony/ said Building/ said Apartment for any reason or if any matters, issues relating to such approvals, permissions, sanctions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before any court or authority non/ delayed sanction of plans and grant of necessary approvals; and/ or viii) any event or circumstance similar or analogous to the foregoing.

**38. RIGHTSTO JOIN AS AFFECTED PARTY**

The Allottee agrees that the Developer shall have right to join as an affected party in any suit/ complaint filed by the Allottee before any court/ forum 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.

**39. 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.

**40. 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.

**41. FURTHER ASSURANCES**

The Allottee assures, confirms and undertakes that he and his transferees, assigns, lessees & occupiers of the said Apartment 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.

**42. 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/ handover the second executed copy to the Allottee(Allottee's copy) for his reference and record.

**43. PLACE & DATE OF EXECUTION OF THIS AGREEMENT**

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.

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 and on the date it is signed by the Developer.

**44. NOTICES**

All notices and other communications under the Agreement shall be made in writing and delivered either by hand against receipt or through registered mail with acknowledgement due, postage prepaid/ courier at the notified addresses of the Allottee (the current addresses being set out herein) or through e-mail. 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 registered mail/ courier (iii) if communicated through e-mail, then posting of the e-mail to the e-mail address as provided by the respective parties to this agreement. The Allottee shall keep the Developer informed in writing in the same manner as provided herein about any change in his/her postal address/e-mail 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  
4th Floor, Vatika Triangle  
Sushant Lok-I, Block 'A'  
Mehrauli Gurgaon Road  
Gurgaon – 122002  
Haryana, India  
E-mail: crm@vatikagroup.com

**ALLOTTEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_



**45. 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".

**46. 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 & judicial/ quasi-judicial Fora 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 and the territorial jurisdiction will vest in no other place.

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

WITNESSES

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

*For Vatika Limited*

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

*Authorized Signatory  
Developer*

**Allottee(s)**

LAYOUT PLAN

APARTMENT PLAN

SCHEDULE OF PAYMENTS

**SPECIFICATIONS**

HSG 020, Tranquil Heights, Sector 82 A, Gurgaon.

<b>01 STRUCTURE</b>	RCC Framed structure, designed in compliance with Seismic Zone IV, adequately fulfilling all earthquake safety requirements.  Combination of High rise & Mid rise blocks.
<b>02 PARKING</b>	Provision for Residents parking in two level Basements with Elevator access from the Apartment lobbies.
<b>03 CEILING HEIGHTS</b>	Comfortable heights provided to ensure adequate clear heights and headroom in all apartments.
<b>04 AIR CONDITIONING</b>	Intelligent air conditioning through energy efficient VRV / VRF systems in all bedrooms and living rooms.
<b>05 ENVIRONMENT &amp; CONSERVATION</b>	Rainwater harvesting.  Installation of Sewage treatment plant (STP)  Recycled water for flushing to each apartment.  Recycled water for horticulture.
<b>06 ELEVATORS</b>	Spacious elevators with pleasing interiors. Provision of a stretcher lift in all the cores.
<b>07 LIVING / DINING AREAS, LOBBIES / PASSAGE</b>	
Flooring	High quality, abrasion resistant matt finished vitreous ceramic tiles.
Wall Finishes	Premium Emulsion Paint on plastered wall with punning or putty for level and smoothness.
<b>08 BEDROOMS</b>	
Flooring	High quality wooden flooring in all bedrooms.
Wall Finishes	Premium Emulsion Paint on plastered wall with punning or putty for level and smoothness.
<b>09 KITCHEN</b>	
Flooring	Matt finished ceramic tiles.
Wall Finishes	2' high Ceramic tiles dado above counter. Premium emulsion on plaster in remaining areas.
Fitments	The kitchen shall be fitted with fully furnished Modular cabinets in aesthetically pleasing finishes and matching Granite counter top. A double bowl sink, mixer, a cook top & a chimney installation will be provided.  Provision of plumbing and electrical points for the installation of Geyser and water purifiers (Equipment by the owner).

Provision for supply of Piped Natural Gas / LPG supply to the Kitchen.

## 10 TOILETS

Flooring	Matt finished/anti skid ceramic tiles.
Wall Finishes	Glazed / Matt finished ceramic wall tiles up to Dado level. Premium Emulsion on plastered surfaces above Dado level.
Sanitary ware	Wash Basin and European Water Closet (EWC) of reputed makes and brands.
C.P. Fittings and Accessories	Basin Mixer, Shower mixer / diverter with bath spout and overhead shower, Health Faucet along with necessary angle valves etc. of reputed makes and brands.
	All toilet floors provided with suitable and adequate water proofing treatment.
	Glass partition for shower area in toilets.
	Provision of electrical and plumbing point for installation of Geysers and exhaust fans (Equipment by owner).

## 11 DOORS and WINDOWS

Main Entrance Door	Polished Hardwood frame with Polished Veneered Doors.
Internal Doors	Internal door openings (approximately 7' 0") with Painted hardwood frames and painted/Laminated Flush Doors.
Hardware	Locks, Handles and knobs from reputed makes and brands. High quality steel, brass, Aluminum or Alloy hardware.
Windows and External glazing	Aluminum or Upvc frame windows with clear glass.

## 12 BALCONIES

Flooring	Matt finished / Anti Skid ceramic tiles.
Wall finishes	Exterior grade paint on plaster.

## 13 SERVANTS ROOM

Flooring	Matt finished ceramic tiles.
Wall finishes	Paint on Plaster.

## 14 SERVANT'S TOILET

Flooring	Matt finished ceramic tiles.
Wall finishes	Dado of glazed / matt finished ceramic wall tiles. (Paint on plastered surfaces above dado level for remaining areas).
Sanitary ware	Wash Basin and European Water Closet (EWC) of standard makes.
C.P. Fittings and Accessories	Bib cock, Pillar cock, Ablution tap along with necessary angle valves etc. of standard makes and brands.

**15 EXTERNAL WALL FINISHES** External grade Anti Fungal / Anti Algal paint from reputed makes and brands.

**16 ELECTRICAL WIRING AND INSTALLATIONS**

Fixtures and Fittings IS Compliant Modular switches / sockets, switchgear and distribution boxes from reputed makes and brand.

Wiring IS Compliant Copper wiring in concealed conduits. Adequate provision for light points, fan points, receptacles and power points in all rooms.

**17 PLUMBING**

IS. Compliant CPVC water supply pipes with standard valves and accessories.

IS. Compliant PVC waste pipes and traps.

**18 POWER BACK UP**

Adequate power back shall be provided for apartments, 100% power backup for essential services and common areas such as lobbies etc shall be provided.

**19 SAFETY AND SECURITY SYSTEMS**

Gated Complex Gated community with perimeter wall or fence for security. Guard posts on Entrance & Exit with 24hrs security and CCTV surveillance.

Apartment Level Apartment lobbies with access control. Audio Door phone for all apartments.

Fire and Life Safety Systems Advanced fire detection and fire suppression systems in compliance with Fire and life safety codes, including fire detectors, sprinklers and fire hose reels.

Provision of two staircases in each block for evacuation.

**Disclaimer:**

*Specifications are indicative and are subjected to change as decided by the architect. Minor variations may be required during execution of work. The Applicants / Allottees do not bear any right to raise any objections in this regard.*

*The developer reserves the right to provide window or split air conditioners in specific areas or room where air conditioning through VRV / VRF systems is not feasible.*

*Glass partition may be omitted if there are space constraints in some toilets.*

*Height of internal doors refers to the masonry opening of the doorways.*

## ASSIGNMENTS AND ENDORSEMENTS

### First Endorsement

I/ We \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ the original allottee of Apartment No \_\_\_\_\_  
having super area \_\_\_\_\_ sq. ft. priority no. \_\_\_\_\_ Type \_\_\_\_\_ Block \_\_\_\_\_  
\_\_\_\_\_ in Tranquil Heights, Gurgaon do hereby assign this agreement and the right, interest,  
obligation in the Said Apartment/Unit in favour of Sh/ Smt/ Ms \_\_\_\_\_ S/o/  
D/o /W/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ and the Developer M/s Vatika Ltd.  
upon my request and undertaking and indemnity given by me 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:

<b>Allottee</b>	<b>Assignee</b>	<b>Developer</b>	<b>CRM/Legal/Accounts</b>
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### Second Endorsement

I/ We \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ the Assignee of Apartment No \_\_\_\_\_ having  
super area \_\_\_\_\_ sq. ft. priority no. \_\_\_\_\_ Type \_\_\_\_\_ Block \_\_\_\_\_  
\_\_\_\_\_ in Tranquil Heights, Gurgaon do hereby assign this agreement and the right, interest,  
obligation in the Said Apartment/Unit in favour of Sh/ Smt/ Ms \_\_\_\_\_ S/o/  
D/o /W/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ and the Developer M/s Vatika Ltd.  
upon my request and undertaking and indemnity given by me 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:

<b>Assignee</b>	<b>Second Assignee</b>	<b>Developer</b>	<b>CRM/Legal/Accounts</b>
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**Third Endorsement**

I/ We \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ the Second Assignee of Apartment No \_\_\_\_\_  
having super area \_\_\_\_\_ sq. ft. priority no. \_\_\_\_\_ Type \_\_\_\_\_ Block  
\_\_\_\_\_ in Tranquil Heights, Gurgaon do hereby assign this agreement and the right, interest,  
obligation in the Said Apartment/Unit in favour of Sh/ Smt/ Ms \_\_\_\_\_ S/o/  
D/o /W/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ and the Developer M/s Vatika Ltd.  
upon my request and undertaking and indemnity given by me 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      CRM/Legal/Accounts**

**Fourth Endorsement**

I/ We \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ the Third Assignee of Apartment No \_\_\_\_\_  
having super area \_\_\_\_\_ sq. ft. priority no. \_\_\_\_\_ Type \_\_\_\_\_ Block  
\_\_\_\_\_ in Tranquil Heights, Gurgaon do hereby assign this agreement and the right, interest,  
obligation in the Said Apartment/Unit in favour of Sh/ Smt/ Ms \_\_\_\_\_ S/o/  
D/o /W/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ and the Developer M/s Vatika Ltd.  
upon my request and undertaking and indemnity given by me 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      CRM/Legal/Accounts**

## UNDERTAKING

I \_\_\_\_\_ son/daughter of shri \_\_\_\_\_  
\_\_\_\_\_ resident of \_\_\_\_\_ have been allotted  
apartment No. \_\_\_\_\_ Type \_\_\_\_\_ on \_\_\_\_\_ floor in Tower/Block No.  
\_\_\_\_\_ in Tranquil Heights(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 Bijli Vitaran Nigam Ltd. (DHBVN) 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

## UNDERTAKING

I \_\_\_\_\_ son/daughter of Shri \_\_\_\_\_  
\_\_\_\_\_ resident of \_\_\_\_\_ and I  
\_\_\_\_\_ son/daughter of Shri \_\_\_\_\_  
\_\_\_\_\_ resident of \_\_\_\_\_ have been allotted  
apartment No. \_\_\_\_\_ Type \_\_\_\_\_ on \_\_\_\_\_ floor in Tower/Block No.  
\_\_\_\_\_ in Tranquil Heights (hereinafter referred as the said Group Housing Colony). I/We am/are  
aware that the Building plans in the Group Housing Colony/Building may undergo change due to increase in  
FAR/FSI or otherwise, in that event the Developer shall have the right to deal with such increased FAR / FSI  
in any manner whatsoever.

The Developer may, in order to avail such an increase in FAR / FSI, require to amend/revise/modify and/or  
prepare fresh/new building plan and submit before the concerned authority for Approval and therefore,  
I/We have no objection to any change/amendment/revision/modification in the Building Plan. This  
undertaking shall be treated as my consent/NOC to any such change/amendment/revision/modification in  
the Building Plan.

\_\_\_\_\_  
Allottee



**Vatika Limited**

Vatika Triangle, 4th Floor  
Sushant Lok, Phase I, Block A  
Mehrauli-Gurgaon Road  
Gurgaon 122002, Haryana  
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