

APARTMENT BUYER'S AGREEMENT  
BETWEEN  
TATA HOUSING DEVELOPMENT CO. LTD.  
AND

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PROPERTY NO. \_\_\_\_\_

APARTMENT BUYER AGREEMENT

This Agreement (the '**Agreement**') is made at Gurgaon  
on this \_\_\_\_\_ day of \_\_\_\_\_ 2011

BY AND BETWEEN

**M/s. GURGAON INFRATECH PRIVATE LIMITED**, a Company registered under the provisions of the Companies Act, 1956 having their corporate Office at Jeevan Bharti Tower 1, 10th floor, 124, Connaught Circus New Delhi – 110 001 and hereinafter referred to as "**GURGAON INFRATECH**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said company and its successors-in-interest and assigns) of the **FIRST PART**;

**AND**

**ARDENT PROPERTIES PRIVATE LIMITED**, a company incorporated under the (Indian) Companies Act, 1956 and having its registered office at Jeevan Bharti Tower 1, 10th floor, 124, Connaught Circus New Delhi – 110 001 (hereinafter referred to as "**Ardent**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **SECOND PART**;

**AND**

**LANDSCAPE STRUCTURES PRIVATE LIMITED**, a company incorporated under the (Indian) Companies Act, 1956 and having its registered office at Jeevan Bharti Tower 1, 10th floor, 124, Connaught Circus New Delhi – 110 001 (hereinafter referred to as "**Landscape**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **THIRD PART**;

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**P R I M A N T I**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Second Applicant*

AND

**Tata Housing Development Company Limited**, a Company incorporated under the Indian Companies Act, 1913 and deemed to be registered under the Companies Act, 1956, having its Registered Office at Times Tower, 12th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West) Mumbai 400 013 and having its regional office at Flat No. GF-3, Naurang House Plot No. 5, Block No. 134, 21, Kasturba Gandhi Marg, New Delhi 110 001 (hereinafter referred to as the “**THDCL**”) (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors & permitted assigns) acting through its Authorized Signatory \_\_\_\_\_ of the **FOURTH PART**.

**AND  
(FOR INDIVIDUALS)**

Mr/Ms/Mrs. \_\_\_\_\_  
R/o \_\_\_\_\_

**OR  
(FOR FIRMS)**

M/s. \_\_\_\_\_ a partnership/  
proprietorship firm duly registered and having its office at \_\_\_\_\_  
\_\_\_\_\_ through its Authorised Signatory Partner/ Sole Proprietor Mr. / Ms. / Mrs  
\_\_\_\_\_ R/o \_\_\_\_\_

**OR  
(FOR COMPANIES)**

M/s. \_\_\_\_\_ a Company duly registered  
under Companies Act, 1965 having its registered office at \_\_\_\_\_  
\_\_\_\_\_ through its duly Authorised Signatory Mr. / Ms. / Mrs \_\_\_\_\_  
\_\_\_\_\_ authorized by board resolution dated \_\_\_\_\_

**JOINTLY WITH\***

Mr/Ms/Mrs. \_\_\_\_\_  
R/o \_\_\_\_\_

\*(To be filled up, if the allotment is in the joint names)

# ( Strike out whatever is not applicable)  
hereinafter jointly and severally referred to as the '**Purchaser(s)**' (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs, executors, administrators, successors and legal representatives) of the **FIFTH PART**.

The Party of the First, Second and Third Part are hereinafter collectively referred to as the OWNERS. The Owners, **THDCL** and the **Purchaser(s)** are hereinafter individually referred to as the '**Party**' and collectively referred to as the '**Parties**'.

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

\_\_\_\_\_  
*Signature of Second Applicant*

## WHEREAS:

- A. The Owners are the absolute owners of and are seized and possessed of and otherwise well and sufficiently entitled to the property situated at Village Fazalpur Jharsa, Tehsil and District Gurgaon admeasuring about 36.25 Acres or thereabouts, more particularly described in the **First Schedule** hereunder and hereinafter referred to as "**the said property**" and delineated in Red colour on the Plan annexed hereto as "**Annexure E**".
- B. The Director, Town and Country Planning, Chandigarh, Haryana has issued Group Housing license bearing No. 155 of 2008, dated 14/8/2008 in favour of M/s. Gurgaon Infratech Pvt. Ltd. and License bearing No. 200 of 2008, dated 8/12/2008 in favour of Landscape Structures Private Limited and Ardent Properties Private Limited for development of the said property.
- C. The Owners and THDCL have entered into a Joint Development Agreement dated 24th February 2011 for jointly developing the said Property. M/s. Gurgaon Infratech Pvt. Ltd. and i) Landscape Structures Private Limited and ii) Ardent Properties Private Limited have executed a Power of Attorney in favour of THDCL both dated 3rd September 2010.
- D. The Owners and THDCL are jointly developing in a phased manner on the said Property, a Residential Group Housing Colony proposed to be known as "PRIMANTI" (hereinafter referred to as "the Complex") consisting of high rise residential buildings (Towers) executive floors, Villas, convenient shopping, apartments for Economically Weaker Section, Nursery/ Primary School and one club house (hereinafter collectively referred to as "the said buildings") in accordance with the plans, elevations, sections and other details as duly approved by DTCP vide Sanction No./Memo No: ZP-540/JD(BS)/2013/35402 dated 3/4/2013 and other authorities concerned.
- E. THDCL with the consent and approval of the Owners has got approved and sanctioned from the DTCP the plans, designs, specifications, elevations, sections and details of the said buildings, and while approving and sanctioning the same DTCP has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed while developing the Property and constructing the said buildings, and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the Group Housing Development shall be granted by the concerned local authority. THDCL has, under its said obligation, commenced construction of the said buildings in accordance with the said plans, designs and specifications.
- F. The Purchaser(s) has/have seen all the documents pertaining the title of the Property /Complex in power and possession of the Owners /THDCL and has fully satisfied himself about the right, title, interest and limitations of the Owner /THDCL in the Property /Complex.
- G. The Purchaser(s) has apprised himself of the applicable laws, notifications and rules applicable to the Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by the Purchaser(s) in this regard.
- H. The Purchaser(s) after fully satisfying himself/themselves about the right, title, interest and limitation of the Owners and THDCL in the Property / Complex has shown interest in the Complex and has approached THDCL and Owners for allotment of

Residential Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft super area equivalent to \_\_\_\_\_ sq. Mtrs. on \_\_\_\_\_ floor in the \_\_\_\_\_ Building in the Complex vide application form dated \_\_\_\_\_ alongwith the right to use the Basement Car parking Nos. \_\_\_\_\_ (hereinafter referred to as "the said Car parking/s"). (The said Residential Apartment and the said car parking/s are hereinafter collectively referred to as the "the said premises".)

OR

Executive Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft super area equivalent to

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For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

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Signature of Sole/First Applicant

PRIMANTI  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_ sq. Mtrs. on \_\_\_\_\_ floor in the \_\_\_\_\_ Building in the Complex vide application form dated \_\_\_\_\_ along with the right to use the Basement Car parking Nos. \_\_\_\_\_ (hereinafter referred to as "the said Car parking/s"). (The said Executive Apartment and the said car parking/s are hereinafter collectively referred to as the "the said premises".)

OR

Executive Floor No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft super area equivalent to \_\_\_\_\_ sq. Mtrs. on \_\_\_\_\_ floor in the \_\_\_\_\_ Building area admeasuring \_\_\_\_\_ Sq. Ft including the right to use the terrace / along with the right to use garden admeasuring \_\_\_\_\_ Sq. Ft. in \_\_\_\_\_ Building in the Complex vide application form dated \_\_\_\_\_ along with the right to use the Basement Car parking Nos. \_\_\_\_\_ (hereinafter referred to as "the said Car parking/s") (The said Executive Floor and the said car parking/s are hereinafter collectively referred to as the "the said premises".)

OR

Villa No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft super area equivalent to \_\_\_\_\_ sq. Mtrs. including terrace along with right to use garden admeasuring \_\_\_\_\_ in the Complex vide application form dated \_\_\_\_\_ along with the Basement Car parking Nos. \_\_\_\_\_ (hereinafter referred to as "the said Car parking/s"). (The said Villa and the said car parking/s are hereinafter collectively referred to as the "the said premises".)

- I. In pursuance to the aforesaid application for allotment, the THDCL has allotted the Residential Apartment / Executive Apartment / Executive Floor / Villa No. \_\_\_\_\_ on \_\_\_\_\_ floor in \_\_\_\_\_ Building in the Complex to the Purchaser(s) and the Purchaser(s) has verified and are satisfied with the records which entitle the Owners and THDCL to execute this Agreement.
- J. The Purchaser(s) hereby undertake/s that he/she/they shall abide by all laws, rules, regulations, notifications and terms and conditions of Haryana Government, Haryana Urban Development Authority, Local Bodies, The Haryana Apartment Ownership Act, 1983 etc. and any alteration(s)/amendment(s)/modification(s) thereto, and shall be liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the Property /Complex.
- K. The Purchaser(s) has represented and warranted to Owners and THDCL that the Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under the Agreement.
- L. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

**NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:**

**ARTICLE 1**

**INTERPRETATION**

- 1.1 'Agreement' shall mean Agreement to Sell, which is executed by and between the Owners and THDCL and the Purchaser(s);
- 1.2 'Club' shall mean "Recreational Community Building" as approved by authorities.
- 1.3 'Common Areas' shall mean the areas in the complex, which are used for common use;
- 1.4 'Date of Possession' shall mean the date on which the actual physical possession is taken or deemed to have been taken by the Purchaser(s)
- 1.5 'Deemed Possession' shall mean the possession of the Premises, if not taken, by the Purchaser(s) possession be deemed to be delivered on the next succeeding day after the expiry date of the notice

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For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

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Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

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Signature of Second Applicant

- of possession;
- 1.6 'Earnest Money' shall mean 15% of Sale Price as defined hereinafter;
- 1.7 'Maintenance Agency' shall mean the agency appointed by the Owners and THDCL for carrying out the day to day maintenance of the Complex or appointed by the Owners and THDCL for the upkeep and maintenance of the equipment/s installed for the Complex;
- 1.8 'Maintenance Agreement' shall mean the agreement, which being executed for the purposes of providing the Maintenance Services to the Purchaser(s).
- 1.9 'Saleable Area' shall mean and include super area;
- 1.10 'Super Area' shall be the sum of the area enclosed by the periphery walls, area under the columns and walls, cupboards, balconies, deck, lofts etc, private /exclusive gardens /terrace & half of the area of walls common with other premises, its prorata share of common areas in the entire said building including but not limited to area under staircases, circulation area, walls, lifts, and lift machine rooms, shafts, passages, corridors, lobbies and refuge areas, common toilets, machine rooms, all electrical, plumbing and fire shafts, basement entrance lobbies, AHU's, and pantries, its prorata share of other common areas outside apartment building earmarked for use of all apartment purchasers, which includes the community center, swimming pool, toilets, change rooms, multipurpose hall, gymnasium, sauna, restaurant's, Club House, common services STP, UGT, DG room, Common Overhead water tanks & pump rooms and Electrical substation, panel rooms, AC plant rooms, fan rooms, Cooling towers, maintenance offices, stores, security/fire control rooms, architectural features or any other areas which have been paid for or constructed by the THDCL for common use.
- 1.11 'Services' shall mean the facilities provided by the Maintenance Agency in accordance with the terms of the Maintenance Agreement executed between the Company and the agency.
- 1.12 Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.

## ARTICLE 2

### SALE

- 2.1 That the Owner and THDCL hereby agree to sell / convey / transfer the Residential Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. super area equivalent to \_\_\_\_\_ sq. Mtrs.on \_\_\_\_\_ floor in \_\_\_\_\_ building/ Tower / Block in the Complex in favour of the Purchaser/s.

OR

That the Owner and THDCL hereby agree to sell / convey / transfer the Executive Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. super area equivalent to \_\_\_\_\_ sq. Mtrs.on \_\_\_\_\_ floor in \_\_\_\_\_ building/ Tower / Block in the Complex in favour of the Purchaser/s.

OR

That the Owner and THDCL hereby agree to sell / convey / transfer the Executive Floor No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. super area equivalent to \_\_\_\_\_ sq. Mtrs. including the right to use terrace on \_\_\_\_\_ floor in \_\_\_\_\_ or right to use the garden admeasuring \_\_\_\_\_ sq. ft. building/ Tower / Block in the Complex in favour of the Purchaser.

OR

That the Owner and THDCL hereby agree to sell / convey / transfer the Villa No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. super area equivalent to \_\_\_\_\_ sq. Mtrs. including the terrace in \_\_\_\_\_ building/ Tower / Block in the Complex in favour of the Purchaser.

It is also agreed between the Parties that the indivisible Super Area shall be taken for the purpose of calculating the sale price in respect of the Residential Apartment / Executive Apartment / Executive Floor / Villa.

\_\_\_\_\_  
For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

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Signature of Sole/First Applicant

**P R I M A N T I**

VILLAS AND RESIDENCES

5

\_\_\_\_\_  
Signature of Second Applicant

**ARTICLE 3  
SALE CONSIDERATION**

**3.1 Sale Price:**

That the Purchaser(s) agrees to pay THDCL for the purchase of the Residential Apartment an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) calculated @ Rs. \_\_\_\_\_ per Sq. Ft Super area for the Residential Apartment being the Sale price and calculated @ Rs \_\_\_\_\_ per Sq. Ft super area equivalent to \_\_\_\_\_ sq. Mtrs. and also for EDC, IDC, PLC, IBMS, (Terms defined herein after in the agreement) club development charges and other charges (if any) payable extra and for the right to use the Basement Car parking Nos. \_\_\_\_\_ and an amount of Rs \_\_\_\_\_/- aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the 'Sale Price) as per the payment plan annexed as Annexure 'A'. However, the car parking space as aforesaid shall be identified and allocated by THDCL at the time of handing over the possession of the Premises to the Purchaser(s).

OR

That the Purchaser(s) agrees to pay THDCL for the purchase of the Executive Apartment an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) calculated @ Rs. \_\_\_\_\_ per Sq. Ft Super area equivalent to \_\_\_\_\_ sq. Mtrs. for the Executive Apartment being the Sale price and also for EDC, IDC, PLC, IBMS, (Terms defined hereinafter in the agreement) club development charges and other charges (if any) payable extra and for the right to use the Basement Car parking Nos. \_\_\_\_\_ an amount of Rs. \_\_\_\_\_/- aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the 'Sale Price') as per the payment plan annexed as Annexure 'A1'. However, the car parking space as aforesaid shall be identified and allocated by THDCL at the time of handing over the possession of the Premises to the Purchaser(s).

OR

That the Purchaser(s) agrees to pay THDCL for the purchase of the Executive Floor an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) calculated @ Rs. \_\_\_\_\_ per Sq. Ft Super area equivalent to \_\_\_\_\_ sq. Mtrs. including the garden admeasuring \_\_\_\_\_ Sq. Ft. / terrace for the Executive Floor being the Sale price plus EDC, IDC, PLC, IBMS, ( Terms defined herein after in the agreement ) club development charges and other charges (if any) payable extra and for the right to use the Basement Car parking Nos. \_\_\_\_\_ an amount of Rs \_\_\_\_\_/- aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the 'Sale Price') as per the payment plan annexed as Annexure 'A2'. However, the car parking space as aforesaid shall be identified and allocated by THDCL at the time of handing over the possession of the Premises to the Purchaser(s).

OR

That the Purchaser(s) agrees to pay THDCL for the purchase of the Villa an amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) calculated @ Rs. \_\_\_\_\_ per Sq. Ft Super area equivalent to \_\_\_\_\_ sq. Mtrs. including terrace being the Sale price along with right to use garden admeasuring \_\_\_\_\_ Sq. Ft. plus EDC, IDC, PLC, IBMS, (Terms defined herein after in the agreement) club development charges and other charges (if any) payable extra and for the right to use the Basement Car parking Nos. \_\_\_\_\_ and / or Open Car parking Nos. \_\_\_\_\_ aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the '**Sale Price**') as per the payment plan annexed as **Annexure 'A3'**.

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For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

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Signature of Sole/First Applicant

**P R I M A N T I**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Second Applicant

**3.2 Application Money:**

The Purchaser(s) has/have paid Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) till the execution of these presents for purchase of the said Premises to THDCL the receipt whereof, THDCL does hereby acknowledge. The Purchaser(s) agree/s to pay the balance sale consideration as per the Payment Plan annexed herewith.

**3.3 Parking Space :**

The Purchaser(s) agree/s to pay additional sum of Rs. \_\_\_\_\_ for the right to use Car Parking space(s) for his/her/their exclusive use in the Complex, but the Purchaser(s) shall not have any ownership rights over the parking space allotted to him. However, the Purchaser(s) shall be entitled to purchase additional car parking space(s) at a price applicable at the time of allotment of additional car parking subject to availability and at the sole discretion of THDCL.\*The Car Parking space would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc. The car parking right shall be an integral part of the Residential Apartment / Executive Apartment / Executive Floor / Villa and it cannot be detached from the Residential Apartment / Executive Apartment / Executive Floor / Villa. The Purchaser(s) shall not be entitled to sell / deal with the car parking space(s) independent of the Residential Apartment / Executive Apartment / Executive Floor / Villa and it shall stand automatically transferred along with the transfer of the Residential Apartment / Executive Apartment / Executive Floor / Villa. All clauses of this Apartment Buyer Agreement and Conveyance Deed, when executed pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said parking space, wherever applicable. The Purchaser(s) agrees that all such reserved car parking spaces allotted to all occupants shall not form part of common areas of the Residential Apartment / Executive Apartment / Executive Floor / Villa building for the purpose of the declaration, which may be filed by THDCL under Haryana Apartment Ownership Act, 1983.

\* Not applicable in case of Villa.

**3.4 Preferential Location Charges (PLC)**

There will be Preferential Location Charges (PLC) in case any better location is preferred by the Purchaser(s) for the Residential Apartment / Executive Apartment / Executive Floor in the Complex and the same shall be payable by the Purchaser(s), as per the demand of THDCL in a manner and within the time as stated in the payment plan.

However, the Purchaser(s) has/have specifically agreed that if due to any change in the layout / building plan, the Residential Apartment / Executive Apartment / Executive Floor ceases to be preferentially located, THDCL shall be liable to refund (without interest) only the amount of PLC paid by the Purchaser(s) and such refund shall be adjusted in the last installment as stated in the Payment Plan. On the other hand, if his / her/their Residential Apartment / Executive Apartment / Executive Floor in the Complex becomes preferentially located due to the aforesaid changes in the layout / building plan, then the Purchaser(s) shall be liable and agrees to pay as demanded by THDCL additional PLC as stated in the Payment Plan.

**3.5 External and Infrastructural Development Charges**

The External Development Charges (EDC) and Infrastructural Development Charges (IDC) for the external and infrastructural services respectively which is to be provided by the Haryana Government / HUDA has been charged on pro rata basis from all the Purchaser(s) on the basis of the present rate fixed by the Haryana Government and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by the Purchaser(s), as and when demanded by THDCL and the payment shall be made by the Purchaser (s) within fifteen (15) days of such demand by THDCL.

The rate mentioned in this Agreement is inclusive of the cost of providing electric wiring in each

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Signature of Sole/First Applicant

**P R I M A N T I**

VILLAS AND RESIDENCES

7

\_\_\_\_\_  
Signature of Second Applicant

Residential Apartment / Executive Apartment / Executive Floor / Villa and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/ regulations and full power backup for Residential Apartment / Executive Apartment / Executive Floor / Villa in addition to that for the common areas and services. If, however, due to any subsequent legislation/ Government order/directives or guidelines or if deemed necessary by THDCL or any of its nominees, additional fire safety measures are undertaken in future, then the Purchaser(s) agree/s to pay the additional expenditure incurred thereon on a pro rata basis along-with the other Purchaser(s), as determined by THDCL in its absolute discretion. It is however further clarified monthly charges for the power backup are to be borne by the purchaser(s) separately as would be applicable as per the separate Maintenance Agreement.

### 3.6 Failure/Delay in Payment

The Purchaser(s) agree/s that out of the amount(s) paid/ payable by him/ her/them towards the Sale Consideration, 15% of the Sales Price shall form as Earnest Money to ensure fulfillment by the Purchaser(s) of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to the Purchaser(s) obligations to pay the Sale Consideration as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by THDCL, as the case may be and also to perform or observe all the other obligations of the Purchaser(s) under this Agreement. The Purchaser(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or allotment and/or this Agreement and/or Conveyance Deed, to keep THDCL and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that THDCL may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Conveyance Deed (when executed) by the Purchaser(s).

If there is delay or default in making payment of the installments by the Purchaser(s), then the Purchaser(s) shall pay to THDCL interest which shall be charged @ 18% simple interest per annum from the due date of payment of installment.

In addition to the Purchaser(s) liability to pay interest as mentioned hereinabove, the Purchaser(s) shall also be liable to pay and reimburse to THDCL, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by THDCL for the purpose of enforcing payment of and recovering from the Purchaser(s) any amount/s or due/s whatsoever payable by the Purchaser(s) under this Agreement.

However, if the installments/payments are not received within forty five (45) days from the due date or in the event of breach of any of the terms and conditions of this Agreement and/or Conveyance Deed by the Purchaser (s), the booking will be cancelled at the sole discretion of THDCL and THDCL shall refund the monies paid by the Purchaser without interest subject to forfeiture of following sums:

- i) Application money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales Price and
- ii) Interest due upon such default, calculated till date of receipt of cancellation intimation and,
- iii) All taxes paid / payable

Upon such cancellation the Purchaser(s) shall be left with no right or lien on the said Premises or on the amount paid till such time. The balance amount shall be refundable to the Purchaser(s) without any interest, within three (3) months of such cancellation. The dispatch of said cheque by registered post/speed-post to the last available address with THDCL as filled up in the application form (as applicable) shall be full and final discharge of all the obligation on the part of THDCL or its employees and the Purchaser(s) will not raise any objection or claim on THDCL in this regard. THDCL may at its sole discretion condone the breach committed by the Purchaser(s) and may revoke cancellation of the allotment provided that the said Premises has not been re-allotted to other person till such time and the Purchaser(s) agrees to pay the unearned profits (difference between the booking price and

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Signature of Sole/First Applicant

PRIMANTI  
VILLAS AND RESIDENCES

8

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Signature of Second Applicant



prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by THDCL. THDCL may at its sole discretion waive the breach by the Purchaser(s) in not making payments as per the Payment Plan but such waiver shall not mean any waiver in the interest amount and the Purchaser(s) have to pay the full amount of interest due.

Upon the cancellation of the booking, THDCL shall be at a liberty to sell or other wise dispose off the said Premises to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as THDCL may in its sole, absolute and unfettered discretion think fit and proper and the Purchaser(s) shall not be entitled to raise any objection or dispute in this regard.

However, it is agreed between the parties that THDCL shall adjust the amount due from the Purchaser(s) first towards the interest due, if any, and then towards the Sale Consideration.

### **3.7 Escalation in Price**

That the prices of Residential Apartment / Executive Apartment / Executive Floor / Villa(s) are free of escalation to the extent of increase in prices of construction material and labour as mentioned in Second Schedule by 20% and the same would be absorbed by THDCL but in case the prices of construction material and labour increase higher than 20%, the same shall be added to the cost of the Residential Apartment / Executive Apartment / Executive Floor / Villa(s) as per the input price index of construction material on pro rata basis. The decision of THDCL in this behalf shall be final, conclusive and binding on the Purchaser(s).

The total price is escalation free, save and except increases which the purchasers hereby agree to pay, due to increase in super area, increase in EDC/IDC, increase in account of additional fire safety measures, increase in type of securities to be paid by purchaser, deposits and charges and increase thereof in bulk supply of electrical energy and all other increases in charges which may be levied or imposed by the Government/Statutory authorities.

### **3.8 Cost of the Residential Apartment / Executive Apartment / Executive Floor / Villa**

The rate mentioned in this Agreement is inclusive of the cost of providing electric wiring in each Residential Apartment / Executive Apartment / Executive Floor / Villa and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/ regulations and full power backup for Residential Apartment / Executive Apartment / Executive Floor / Villa in addition to that for the common areas and services. If, however, due to any subsequent legislation/ Government order/directives or guidelines or if deemed necessary by THDCL or any of its nominees, additional fire safety measures are undertaken in future, then the Purchaser(s) agree/s to pay the additional expenditure incurred thereon on a pro rata basis along-with the other Purchaser(s), as determined by THDCL in its absolute discretion. It is however, further clarified monthly charges for the power backup are to be borne by the purchaser(s) separately as would be applicable as per the separate Maintenance Agreement.

The Purchaser(s) agree(s) that he / she/they shall pay the price of the Residential Apartment / Executive Apartment / Executive Floor / Villa and other charges calculated on the basis of super area, which includes pro-rata share of the common areas in the Complex including common facilities, if any, which may be located any where in the Complex at the sole discretion of THDCL. The calculation of super area has already been communicated to the Purchaser(s) and the same is binding on the Purchaser(s).

### **3.9 Alteration in the Layout Plans and Design**

The Purchaser(s), agree/s and confirms that if in the event of any major alteration/s /modification/s resulting in an increase/decrease in the super area of the Residential Apartment / Executive

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**PRIMANTI**  
VILLAS AND RESIDENCES

9

\_\_\_\_\_  
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Apartment / Executive Floor / Villa upto +/- 10% after the plans are approved, in that event such increase/decrease shall be acceptable to the Purchaser(s). The Purchaser(s) agree/s that any increase or reduction in the super area of the Residential Apartment / Executive Apartment / Executive Floor / Villa beyond this 10% prescribed limit, shall be payable or adjusted against the consideration payable. In case, any change in plans, specifications or location due to change of plans, permission, consent etc. given by statutory authorities, the same shall be fully binding on the Purchaser(s).

If for any reason(s), THDCL is not in a position to allot the said Premises applied for due to revision of the building plans or for any reasons whatsoever beyond the control of THDCL, THDCL may consider for an alternate said premises and in case of failure to do so, THDCL shall refund only the amount deposited, without any interest, and THDCL shall not be liable for payment of any compensation on this account whatsoever. Should the Purchaser(s) not be interested in the alternate allotment then the Purchaser(s) shall intimate THDCL his/her/their non-acceptance within thirty (30) days of the dispatch of the intimation from THDCL failing which it will be presumed that the Purchaser(s) has/have accepted the offer of alternate allotment.

### 3.10 Computation of the Sale Price

THDCL has made it specifically clear to the Purchaser(s) and after having satisfied himself / herself/themselves, the Purchaser(s) has/have understood that the computation of the price of the said Premises does not include any element of recovery or payment towards land, construction, running and operation of the common amenities and facilities like convenience store or any other conveniences as well as recovery of payments towards maintenance charges of any kind by THDCL from the Purchaser(s) in any manner. As regards payment of maintenance charges the Purchaser(s) shall enter into a separate Maintenance Agreement.

THDCL has made clear to the Purchaser(s) that it may be carrying out extensive developmental / construction activities in the future in the entire area falling outside the land beneath the footprint of the said Building, in which his / her/their said Premises is located and that the Purchaser(s) has/have confirmed that he / she shall not raise any objection or make any claim or default in any payment as and when demanded by THDCL on account of inconvenience, if any, which may be suffered by him / her/them due to such developmental / construction activities or incidental / related activities. It is made clear by THDCL and agreed by the Purchaser(s) that all the rights including the ownership thereof of land(s), facilities and amenities, areas under stilts and roof top (other than those within the said Building and the land beneath the footprint of the said Building only), shall vest solely with THDCL and THDCL shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and / or any local body(ies) which THDCL may deem fit in its sole discretion. Presently, apart from the land under the footprint of the said Premises allotted to the Purchaser(s), THDCL is also constructing numbers of independent villas and passing on exclusive land rights to the Purchaser(s) of the villas and the Purchaser(s) has/have no objection to the same either now or in future. After handing over the possession to the Purchaser(s), THDCL shall have all the rights on the lawns, swimming pool sides and all other open areas which will be utilized by THDCL for permitting parties, get-togethers, business meets etc. for which THDCL will be entitled to collect Property Usage Charges. The same facility may be made available to the occupants subject to the availability and on payment of such charges as may be determined by THDCL/Maintenance Agency. However, THDCL shall compensate the Maintenance Agency towards additional maintenance and upkeep of these areas and the Purchaser(s) will have no objection to the same now or in future. THDCL, relying on this specific undertaking of the Purchaser(s) in the Agreement, has agreed to allot the said Premises and said undertaking shall survive throughout the occupancy of the said Premises by the Purchaser(s) or his / her legal representatives, successors, administrators, executors, assigns etc.

### 3.11 Mode of Payment

All Drafts/ Cheques are to be made in favour of "TATA HOUSING Sector 72 Revenue A/c", payable

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PRIMANTI  
VILLAS AND RESIDENCES

10

\_\_\_\_\_  
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at New Delhi /at par. Outstation cheques shall not be accepted.

If any of the cheque submitted by the Purchaser(s) to THDCL is dishonoured for any reasons then THDCL shall intimate the Purchaser(s) of the dishonour of the cheque and the Purchaser(s) would be required to tender/s a Demand Draft of the same amount to THDCL within ten (10) days from the date of dispatch of such intimation by THDCL and the same shall be accepted subject to 'Dishonour Charges' of Rs. 2000/- (Rupees Two Thousand only) for each dishonour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Allotment would be deemed cancelled.

### **3.12 Payment of Costs**

- a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges shall be borne by the Purchaser(s). However, it shall be the obligation and responsibility of THDCL to execute and register a Conveyance Deed conveying the freehold title in favour of the Purchaser(s) at the cost and expenses of the Purchaser(s), after the Purchaser(s) has paid the entire Sale Consideration and other agreed amounts as mentioned herein but shall be executed within the time as specified by THDCL.
- b) Further, if there is any additional levy, which becomes due after the date of the present agreement rate or charge of any kind attributable to the Property/said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by the Purchaser(s), on the pro- rata basis.
- c) All statutory charges, VAT, Service tax, property tax and other charges and levies as demanded or imposed by the authorities shall be payable proportionately by the Purchaser(s) from the date of booking as per demand raised by THDCL. If such charges are increased (including with retrospective effect) after execution of the Conveyance Deed, then these charges shall be treated as unpaid Sale Consideration of the said Premises and THDCL shall have lien on the said Premises of the Purchaser(s) for the recovery of such charges.

### **3.13 Time is the Essence**

The timely payment of installments is the essence of this Agreement. It shall be incumbent on the Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the installments on time by the Purchaser(s), then the Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.6 of the present agreement, at the sole discretion of THDCL, pay the interest @ 18% per annum to THDCL from the due date of payment of installment on monthly compounded basis. All the payments made by the Purchaser(s), THDCL shall adjust the amount first towards the interest due and then towards the sale consideration.

## **ARTICLE 4**

### **POSSESSION**

#### **4.1 Condition-precedent**

The Purchaser(s) shall before taking possession of the said Premises clear all the dues of THDCL towards the allotted said Premises and have the Conveyance Deed for the said Premises executed in his favour after paying Registration fee / charges, stamp duty and other charges / expenses. The Purchaser(s) shall pay, as and when demanded by THDCL and as applicable, the Stamp duty, Registration charges and all other incidental and legal expenses for the execution and registration of the Conveyance Deed of the said Premises in favour of the Purchaser(s) which shall be executed and got registered after receipt of the total Sale Consideration, other dues, viz. all the statutory charges, taxes including service tax, etc. and including payment of IBMS payable to THDCL or the

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**P R I M A N T I**  
VILLAS AND RESIDENCES

11

\_\_\_\_\_  
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Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Purchaser(s) in respect of the said Premises and Parking space(s) allotted to him / her. In case the Purchaser(s) fail/s to deposit the above said Stamp duty, Registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, THDCL shall be free to appropriate the part of Sale price paid by the Purchaser(s) towards the said charges and expenses and the Purchaser(s) shall forthwith deposit the shortfall in the Sale Consideration so caused together with interest @ 18% per annum for period of delay in depositing the Sale Consideration so appropriated according to Payment Plan. The Purchaser(s) undertake/s to execute the Conveyance Deed within a period of ninety (90) days from the date of THDCL intimating in writing the receipt of the certificate for use and occupation of the said Building from the competent authority failing which the Purchaser(s) authorizes THDCL to cancel the allotment subject to forfeiture as mentioned in clause No. 3.6 hereinabove and refund the balance upon resale / allotment of the said premises to other party. The Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Premises.

#### 4.2 Possession Time and Compensation

THDCL shall endeavor to give possession of the said Premises to the Purchaser(s) on or before \_\_\_\_\_ and after providing necessary infrastructure in the sector by the Government but subject to force majeure circumstances and reasons beyond the control of THDCL. THDCL on obtaining the certificate for occupation and use by the Competent Authorities shall hand over the said Premises to the Purchaser(s) for his/ her/their occupation and use and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement. In the event of his/ her/their failure to take over and/ or occupy and use the said Premises provisionally and/ or finally allotted within thirty (30) days from the date of intimation in writing by THDCL, then the same shall lie at his/ her/their risk and cost and the Purchaser(s) shall be liable to pay compensation @ Rs. 5/- per sq. ft. per month for the Apartment / Executive Apartment and Rs. 8/- per sq. ft. per month of the Executive Floor / Villa of the salable built-up area as holding charges for the entire period of such delay. Similarly if THDCL fails to give possession of the said Premises as mentioned hereinabove, then THDCL shall also be liable compensation as mentioned hereinabove for the entire period of such delay. The adjustment of compensation shall be done at the time of conveying the said Premises and not earlier. The said compensation shall be a distinct charge in addition to maintenance charges and not related to any other charges as provided in this Agreement. If there is any delay in payments/remittances by the Purchaser (s) or delay in order to comply with any specific request of the Purchaser(s) such as providing additional fitments in his/her/their said Premises, then the above-mentioned date of possession will automatically and correspondingly get extended by the period of such delay. However, it is clarified that THDCL shall send its intimation regarding the handing over of the possession to the Purchaser(s) at his/her address as mentioned in the recitals hereinabove unless modified/changed by way of registered A.D. letter and / or personal receipt of letter regarding the change of address before that at the office of THDCL mentioned herein.

#### 4.3 Delay in handing over the Possession

The Purchaser(s) has/have fully satisfied himself/herself/themselves about the right, title and interest of THDCL in the Property on which the said Premises are to be constructed and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection raised by the Purchaser(s) in this regard. The said Project falls within the new Master Plan of Gurgaon and the site of the Project may not have the infrastructure in place as on the date of booking or at the time of handing over of possession as the same is to be provided / developed by the Government /nominated government agency. Since this is beyond the control of THDCL, therefore, the Purchaser(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Premises in the Project. And in such eventuality, THDCL would not be liable to pay the compensation as mentioned in Clause No. 4.2. herein before.

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PRIMANTI  
VILLAS AND RESIDENCES

12

\_\_\_\_\_  
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**4.4 Force Majeure**

The Purchaser(s) agrees that the sale and possession of the said Premises is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the THDCL's ability to perform obligations under this Agreement, which shall include:

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks; acts of terrorism
- (c) circumstances or conditions, or other causes beyond the control or unforeseen by THDCL including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of the promoter or the contractor or the suppliers and / or;
- (d) non-availability of cement, steel or other construction material;
- (e) war and hostilities of war, riots, bandh or civil commotion;
- (f) any legislation, order or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and / quasi judicial authority / body; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for the Said Premises/ Said Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (h) any event or circumstances analogous to the foregoing.

In case of Force Majeure event, THDC shall be entitled to an extension of 6 (six) months for delivery of possession of the said Premises, depending upon the contingency /prevailing circumstances at that time. THDCL as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of THDCL so warrant THDCL may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by the Purchaser(s) for the period of suspension of scheme.

**ARTICLE 5****ALLOTMENT****5.1 Right of THDCL**

The allotment of the said Premises is entirely at the discretion of THDCL and THDCL reserves its right to cancel the allotment as per the terms and conditions mentioned herein.

**5.2 Compliance of Rules, Regulations and By-laws**

The Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to this building as approved by DTCP, Haryana. The said Premises will be used for the purpose for which it has been allotted and no obnoxious / unauthorised / illegal use will be carried out by the occupant in the said Premises/building. THDCL and HUDA / DTCP, Haryana have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case the Purchaser(s) or his/her/their nominee / occupant is / are found violating the terms and conditions laid down by HUDA / Company / DTCP, Haryana and to recover as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

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**P R I M A N T I**  
VILLAS AND RESIDENCES

13

\_\_\_\_\_  
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**ARTICLE 6**  
**MAINTENANCE**

**6.1 Payment of Maintenance Charges**

The Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the Project and other deposits and charges for the various services therein, as may be determined by THDCL or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the maintenance agency will be at the sole discretion of THDCL and the Purchaser(s) shall abide by the decision of THDCL and effect the payment in accordance with the said agreement.

**6.2 Maintenance Agreement**

The Purchaser(s) undertake/s to join any society/ association of the said Premises owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by THDCL in its sole discretion for this purpose. The Purchaser(s) upon completion of the Project agree/s to enter into a maintenance agreement with THDCL or any association/ body/ condominium of Premises owners or any other nominee/ agency/ association (s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by THDCL from time to time at its sole discretion for the maintenance and upkeep of the Complex/buildings and the Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Premises or not and work is still going on in adjacent tower/ buildings and infrastructure facilities including club etc are not fully completed. In order to secure due performance by the Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, the Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with THDCL or the Maintenance Agency, nominated by THDCL, an Interest Bearing Maintenance Security ("IBMS") (Non refundable) at the rate of Rs. 100/- per sq. ft. of the super built-up area of the said Premises carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by the State Bank of India at the close of each financial year ending on 31st March. In case of failure of the Purchaser(s) to pay the maintenance charges or other charges on or before the due date, the Purchaser(s) in addition to permitting THDCL/ Maintenance Agency to deny him/her/them the maintenance services, also authorizes THDCL/ Maintenance Agency to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payments of maintenance charges/bills and in case such accrued interest falls short of the amount of the default, the Purchaser(s) further authorize/s THDCL/ Maintenance Agency to adjust the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs. 100/- per sq. ft. of the super built up of the said Premises, then the Purchaser(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by THDCL/ Maintenance Agency. Further, THDCL reserves the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and the Purchaser(s) agrees to pay such increases within fifteen (15) days of demand by THDCL.

THDCL shall, if already paid by the Purchaser(s) to THDCL, at its sole discretion, refund to the Purchaser(s) the amount collected in full and final settlement of IBMS or as an alternative, the Purchaser(s) hereby authorize/s THDCL to transfer to the Maintenance Agency the IBMS, after adjusting therefrom any outstanding maintenance charges and/ or other outgoings of the Purchaser(s) at any time including upon execution of the Conveyance Deed and thereupon THDCL shall stand completely absolved/discharged and all clauses dealing/concerning the IBMS of the application, allotment, this Agreement and the Conveyance Deed, as far as, they are applicable to THDCL shall cease to be valid and effective. Further the Purchaser(s) agree/s that the Maintenance Agency, upon transfer of the IBMS or in case if fresh IBMS is sought from the Purchase(s) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IBMS,

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P R I M A N T I  
VILLAS AND RESIDENCES

\_\_\_\_\_  
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tripartite maintenance agreement, including but not limited to the amount/ rate of IBMS, etc. In addition, if deemed fit by THDCL or the Maintenance Agency, a Sinking Fund may be created for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the Complex or towards any unforeseen contingency in future and the Purchaser(s) agree/s to pay towards such Sinking Fund in addition to the IBMS.

In addition to the IBMS, the maintenance and other charges will be paid for each calendar month of the year in advance before the 7th of each month. Payment will be made to THDCL/ Maintenance Agency and in case of failure to make payment before the 7th of each month to which they relate, the Purchaser(s) or any one claiming under him/her/them shall cease to have the right of any passage to the said Premises and enjoyment of common facilities. The Purchaser(s) hereby undertake/s to comply with all the terms and conditions stipulated in the Maintenance Agreement.

THDCL reserves its rights to terminate this Agreement and forfeit monies as mentioned in clause No. 3.6 hereinabove on account of non- execution of the Maintenance Agreement alongwith outstanding interest, if any. However, the Purchaser(s) agree/s to pay the maintenance charges and other deposits and charges to THDCL computed as shown in the Payment Plan. An application form for the purpose of enrolling the Purchaser(s) as a member of such association is attached herewith as **Annexure F, G, H & I.**

### **6.3 Maintenance of Common Areas**

It is agreed between the Parties that save and except in respect of the said Premises hereby agreed to be acquired by the Purchaser(s), the Purchaser(s) shall have no claim, right, title or interest of any nature or kind whatsoever, except the right of ingress / egress over or in respect of entry and the right of user in the open spaces and all or any of the Common Areas and basement in the Complex.

The possession of the Common Areas shall remain with THDCL, whose responsibility shall be to supervise the maintenance and upkeep of the same, until the same are handed over to any other body in the Complex.

It is made clear that the Purchaser(s) shall have no right to claim partition of the Property and/ or common areas/ facilities, even the said Premises is not partitionable / severable. The possession of the common areas will always remain with THDCL and/or its authorised nominee and is not intended to be given to the Purchaser(s) except a limited right to user subject to payment of all the charges.

### **6.4 Rights of Maintenance Agency**

It is in the interest of the Purchaser(s) to help the Maintenance Agency in effectively keeping the said Premises, Premises and the Complex secured in all ways. The Purchaser(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious.

### **6.5 Right of entry in the Residential Apartment / Executive Apartment / Executive Floor / Villa**

After the possession the Purchaser(s) shall permit THDCL/Maintenance Agency and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Complex and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and THDCL/ Maintenance Agency is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Purchaser(s)

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**P R I M A N T I**  
VILLAS AND RESIDENCES

15

\_\_\_\_\_  
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authorize/s THDCL/ Maintenance Agency to break open the doors/windows of the said Premises and enter into the said Premises to prevent any further damage to the other said Premises / Complex.

**6.6 Delay/Failure in payment of Maintenance charges**

The Purchaser(s) agree/s and understand/s that the right of entrance to the said Premises shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by THDCL or the Maintenance Agency appointed by THDCL from time to time and THDCL on its sole discretion can disconnect any or all the services & connections if maintenance and / or consumption / usage charges are not forthcoming.

**6.7 Internal Maintenance**

The scavenging of the common areas will be carried out by THDCL/Maintenance Agency but those inside the said Premises will be carried out by the Purchaser(s) only, who will ensure that all dirt, refuse and waste is properly transported out in covered cans/ bags as biodegradable & non biodegradable waste.

**6.8 Sub-Letting of said premises**

The Purchaser/s shall take a prior permission of THDCL in case of leasing the said premises and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents.

**ARTICLE 7****TEMPORARY POSSESSION****7.1 Interior Works**

If the Purchaser(s) intend/s to carry out the interior works in the said Premises in terms of the Agreement and seeks temporary possession thereof, THDCL may permit the same, subject to terms and conditions as it may deem fit.

**ARTICLE 8****RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S)****8.1 Compliance of Laws**

That the Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Purchaser(s) has specifically agreed with THDCL that the allotment of the said Premises shall be subject to strict compliance of Code of Conduct and House Rules that may be determined by THDCL for occupation and use of the said Premises and such other conditions as per the applicable laws and further the Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all the purchasers. The Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by the Purchaser(s) alone.

**8.2 Declaration under Haryana Apartment Ownership Act, 1983**

The Residential Apartment / Executive Apartment / Executive Floor / Villa with the building in which the Residential Apartment / Executive Apartment / Executive Floor / Villa is situated shall be subject to the provisions of Haryana Apartment Ownership Act, 1983 or any statutory enactment or

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**PRIMANTI**  
VILLAS AND RESIDENCES

16

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modifications thereof. The common areas and facilities and the undivided interest of each Residential Apartment / Executive Apartment / Executive Floor / Villa owner in the common areas and facilities as specified by THDCL in the declaration, which may be filed by THDCL in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Residential Apartment / Executive Apartment / Executive Floor / Villa owners and the Purchaser(s) agree/s and confirm/s that his / her/their right, title, interest in the Residential Apartment / Executive Apartment / Executive Floor / Villa / Building shall be limited to and governed by what is specified by THDCL in the said declaration. In this regard, it is made clear by THDCL and fully understood by the Purchaser(s) that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said Building in which the Residential Apartment / Executive Apartment / Executive Floor / Villa is located.

### 8.3 Substitution of Calculation Method

It is made clear by THDCL and specifically understood by the Purchaser(s) that THDCL may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and / or common areas and facilities as may be described by THDCL in its sole discretion in any declaration, by calculating the same in the ratio of his / her/their Residential Apartment / Executive Apartment / Executive Floor / Villa's value to the total value of the Building (s) / Project / Scheme, as the case may be, and that the Purchaser(s) agree/s not to raise any objections in this regard.

### 8.4 Foreign Exchange Management Act (FEMA)

If the Purchaser(s), is the resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) ACT and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of immovable properties in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / THDCL, the amount paid towards sale consideration will be refunded by THDCL as per rules without any interest and the allotment cancelled forthwith and THDCL will not be liable in any manner on such account.

### 8.5 Loans etc.

The Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Premises at their cost and responsibility. The Purchaser(s) obligation to purchase the Premises pursuant to this Apartment Buyer Agreement shall not be contingent on the Purchaser(s) ability or competency to obtain such financing and the Purchaser(s) will remain bound under this Apartment Buyer Agreement. THDCL shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Premises on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/ delay an excuse for non-payment of any installments / dues to THDCL within stipulated time as per the payment plan.

### 8.6 Putting up Sign Board

The Purchaser(s) undertakes that he / she shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, any where on the exterior or common areas or at such places, which are objectionable to THDCL, Maintenance Agency and HUDA and shall be entitled to display his name plate only at the proper place, provided for the said Premises and in the manner approved by THDCL.

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PRIMANTI  
VILLAS AND RESIDENCES

17

Signature of Second Applicant

**8.7 Hazardous Chemicals / Material etc.**

The Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals / material etc., which may cause damage to the Building. The Purchaser(s) shall always keep THDCL harmless and indemnified for any loss and damages in respect thereof.

**8.8 Commitment**

The Purchaser(s) understand/s that the area, unit and location are subject to change. Further, the Purchaser(s) agree/s that the Purchaser(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as THDCL may require for safeguarding the interest of THDCL and / or the Purchaser(s) in the Complex including in particular, the requirement of the Income Tax Act 1961.

**8.9 Inspection**

The Purchaser(s) undertake/s to permit THDCL or its Authorised Representative and/or the Maintenance Agency and their Authorised Representatives at all reasonable hours, to enter the said Premises for the purpose of inspection / maintenance while performing their duty.

**8.10 No Dues Certificate**

The Purchaser(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said Premises, without taking 'No Dues Certificate' from THDCL and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

**8.11 Transfer**

The Purchaser(s), cannot transfer the registration, booking or allotment in favour of a third party for twelve (12) months from the date of allotment of the said Premises by THDCL unless approved by THDCL, who may at its sole discretion permit the same on payment of transfer charges @ Rs. 125/- per sq. ft, (taxes extra) for Residential Apartment / Executive Apartment / Executive Floor and Rs. 150/- per sq. ft, (taxes extra) for Villa and any other administrative charges as may be fixed by THDCL from time to time, submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by THDCL, subject to clearing all the sums due and payable on the date of request. Stamp duty as applicable on this transfer shall be paid by the transferor/ transferee. The Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Purchaser(s) that as understood by THDCL at present there are no instructions/directions of the competent authority to restrict any nomination/ transfer/ assignment of the allotted Premises. However, in the event of any imposition of such instructions/directions at any time after the date of this application to restrict nomination/ transfer/ assignment of the said Premises by any authority or payment of the stamp duty or any other charges through any order, THDCL will have to comply with the same and the Purchaser(s) has specifically noted this and shall abide by the same.

However, transfer of the said premises may be allowed by the Company subject to transfer fees of Rs.10, 000/- (Rupees Ten Thousand only) [taxes extra] in case such transfer is in favour of the spouse or child, parents or brother or sister of the either Purchaser and the parties to the Agreement for Sale should only join as parties in the Deed of Conveyance in respect of the Said Premises.

**8.12 Electrical Load and Payment of Deposits, charges for bulk supply of electrical energy:**

If the THDCL or maintenance agency decides to apply for and thereafter receives permissions from Dakshin Haryana Bijli Vitran Nigam ( DHBVN) or from any other body /Licensing authority constituted by the Government of Haryana for such purpose , to receive and distribute bulk supply of electrical

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**P R I M A N T I**  
VILLAS AND RESIDENCES

18

\_\_\_\_\_  
*Signature of Second Applicant*

energy in the said complex / said buildings then the purchaser undertakes to pay on demand to THDCL/Maintenance Agency, the proportionate share of all deposits and charges paid /payable to DHBVN /Any other body/Licensing Authority as determined by the THDCL, failing which the same shall be treated as unpaid portion and the conveyance of the Residential Apartment / Executive Apartment / Executive Floor / Villa shall be withheld till full payment thereof is received by THDCL. Proportionate share of cost incurred by THDCL for creating infrastructure like HT feeder, EHT substation etc shall also be payable by the Purchaser on demand. Further, in case of Bulk supply of electrical energy, the purchaser agrees to abide by all the terms and conditions of the sanction including but not limited to waiver of the purchaser's rights to apply for individual /direct electrical supply connection directly from DHBVN /any other body responsible for supplying of electrical energy. The purchaser agrees to pay increase in the deposits, charges for bulk supply of electrical energy.

The Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by THDCL. The Purchaser(s) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining Electricity, Power back-up facility, etc. as and when required by THDCL.

### **8.13 Common Equipments**

That it is agreed and accepted by the Purchaser(s) that upon creation / incorporation of Apartment Owners Association, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the Apartment Owners Association and that unless agreed THDCL / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of THDCL is limited to installation of the said equipment only for the first time.

### **8.14 Modification in Terms of this Agreement**

The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties. The terms and conditions and various provisions embodied in this Agreement shall be incorporated in the Conveyance Deed or shall form part thereof as deemed fit by THDCL. The Purchaser(s) further agrees that any supplementary agreement, if executed, between THDCL and Purchaser(s), shall remain the integral part of this Agreement till the time Conveyance Deed is executed.

### **8.15 Real Estate (Regulation of Development) Act 20\_\_**

It is agreed by and between the parties that Real Estate (Regulation of Development) Act 20\_\_ is likely to be in force. If due to that act there is any change in the structure of this Agreement in terms including but not restricted to amendments to super area, carpet area, built up area etc., all the recommendations which need to be incorporated shall be so incorporated in this Agreement/ or a revised agreement will be executed and Purchaser(s) have no objection to the same as long as the transaction to the said premises applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the agreement with the proportionally increased price on carpet area basis or built up area basis or revision of method, terms or Sale Consideration payable on any other basis for compliance of the terms, act, bylaws of the said act but the total price payable for the said Premises and other terms and conditions contains herein shall remain unchanged.

### **8.16 Internal Maintenance**

That it is understood by the Purchaser(s) that the internal maintenance of the said Premises shall always remain the responsibility of the Purchaser(s).

### **8.17 Insurance of the Contents**

That the Purchaser(s) may get insurance of the contents lying in the said Premises at his own cost and expenses.

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**P R I M A N T I**  
VILLAS AND RESIDENCES

19

\_\_\_\_\_  
Signature of Second Applicant

**8.18 Compliance of Environmental laws**

The Purchaser(s) hereby agree and undertake that he/she/they shall always maintain the ecological harmony.

**8.19 Installation of Air Conditioners or Heaters**

The Purchaser(s) agree/s not to fix or install air conditioners or heaters in the said Premises, save and except at the places which have been specified in the said Premises for the installation nor in any way disturb the external façade of the said Premises.

**Installation of Window Antenna**

The Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the Building/s except by the prior sanction of THDCL and at places earmarked by THDCL.

**8.20 Use as per sanctioned building plans**

It is clearly understood & agreed by the Purchaser(s) that the said premises shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. The basement/court/terrace if any, attached to the said Premises shall be used as per sanctioned building plans and confirming use. The Purchaser hereby agrees to indemnify THDCL and / or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of the Purchaser(s) and any consequences arising therefrom shall be borne by the Purchaser(s) alone.

**8.21 Restriction on parking on the pathway or open spaces**

The Purchaser(s) agree/s not to park their vehicle(s) on the pathway or open spaces of the Tower/ Building/ Complex or at any other place except the space exclusively allotted, for this purpose, if any, and shall use the pathway as would be decided by THDCL.

**8.22 Applicability of Provisions**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and the enforceable against any and all occupiers, tenants, licence and/or subsequent purchasers/assignees/nominees of the said Premises as the said obligation go along with the Project for all intents and purposes.

**8.23 Mischief**

The Purchaser(s) shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of his/her/their Premises or of other occupants.

**8.24 Invalidation the Insurance**

The Purchaser(s) shall not cause to do any act which may invalidate the insurance of his/her premises or of the region/ project.

**ARTICLE 9****RIGHTS AND OBLIGATIONS OF THDCL****9.1 Recreational Club**

That THDCL proposes to develop a recreational Club with a pool, fitness center and multipurpose hall

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**PRIMANTI**  
VILLAS AND RESIDENCES

20

\_\_\_\_\_  
*Signature of Second Applicant*

in the Complex for the purpose of social activities and the Purchaser(s) has agreed to avail membership of this Club. This Club may be developed simultaneous to or after development of the said Premises and the Purchaser(s) agree/s to pay all such other charges as may be stipulated by THDCL from time to time. It is also clarified that the membership to the Club will be available to the Purchaser(s) subject to clause No. 9.2 hereunder, and the facilities will be used on terms and conditions as may be stipulated by THDCL/ Maintenance Agency from time to time.

### **9.2 Recreational Club: Additional Facility**

THDCL proposes to provide to the Purchaser(s) as an additional facility a right to use the Recreational Club/s developed / owned / managed by THDCL or its subsidiaries or third party entities in other locations and/or Projects in other locales to be notified by THDCL from time to time, subject to charges, terms and conditions laid down by THDCL or its subsidiaries or third party entities.

Inter alia THDCL or its subsidiaries or third party entities shall be entitled to grant "right to use" the Club in the Complex to third parties, and purchasers in other projects of THDCL and its subsidiaries using similar Club/recreational facilities subject to charges, terms and conditions as may be laid down by THDCL or its subsidiaries or third party entities from time to time. The Purchaser(s) agree that they shall have no objection to the above arrangement as and when it is put into effect.

### **9.3 Multi-purpose Hall/ Shopping Center**

- a) That THDCL proposes to develop a Multi-purpose Hall/ Convenient Shopping in the Complex subject to the permission/ sanctions from the statutory bodies for the purpose of social activities subject to payment of appropriate charges as fixed by Company/ Maintenance Agency at its sole discretion. This Multi-purpose Hall may be developed simultaneous to or after development of said Premises.
- b) The Club, Multi-purpose Hall, lawns, pool, pool sides, play courts and all other open areas and other facilities and utilities as may be provided by THDCL in the Project shall be managed by THDCL or its nominee(s). The Purchaser(s) shall not interfere in the same. In all eventualities the ownership of the Club and Multi-purpose Hall, lawns pool, pool sides & courts its equipments, building, furniture etc and rights in the land underneath shall continue to vest in THDCL irrespective of the fact that its management is with THDCL and/or nominee(s) or co-operative society or welfare organization of owners or a third party appointed for the purpose. The Purchaser(s) shall be entitled to avail of the facilities/ services provided by the Club and Multi-purpose Hall/ Convenient Shopping, lawns, pool & courts etc as per THDCL rules and regulations subject to availability and on payment of such charges as may be fixed by THDCL from time to time.

### **9.4 Transfer of Ownership**

THDCL reserves its right to transfer ownership of the said Project in whole or in parts to any other entity, such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency etc. by way of sale / disposal or any other arrangement, as may be decided by THDCL in its sole discretion without any intimation, written or otherwise to the Purchaser(s) and the Purchaser(s) agrees that he / she shall not raise any objection in this regard.

### **9.5 Abandonment**

In case THDCL is forced to abandon the Project due to Force Majuere reasons, then the Company shall be liable to refund the amount paid by the Purchaser(s) without any interest or compensation within six months from the happening of such eventuality. In consequences of THDCL abandoning the scheme, THDCL's liability shall be limited to the refund of the amount paid by the Purchaser(s) without any interest or compensation, whatsoever.

### **9.6 Lien and Charge**

THDCL shall have the first lien and charge on the said Premises for all its dues and other sums

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**P R I M A N T I**  
VILLAS AND RESIDENCES

21

\_\_\_\_\_  
*Signature of Second Applicant*

payable by the Purchaser(s) to THDCL.

**9.7 Raising of funds:**

The Purchaser(s) hereby authorizes and permits THDCL to raise finance / loan from many Financial Institution / Bank by way of mortgage / charge / securitization of receivables of his / her/their said Premises subject to the said Premises being free of any encumbrance at the time of execution of Conveyance Deed. THDCL / Financial Institution / Bank shall always have the first lien / charge on the said Premises for all dues and other sums payable by the Purchaser(s) or in respect of the loan granted for the purpose of the construction of the said Premises / Building / Complex. In case of the Purchaser(s) who have opted for long term payment plan arrangement with any Financial Institutions / Banks, the conveyance of the said Premises in favour of the Purchaser(s) shall be executed only upon THDCL receiving No Objection Certificate from such Financial Institutions / Banks.

**9.8 Telecommunication**

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Complex, it is agreed that THDCL shall regulate the entry of telecom agency / services in the Complex.

**ARTICLE 10****USES****10.1 Use for Permitted Purpose Only**

The Purchaser(s) hereby undertake/s that the said Premises shall be used / cause to be used for residential purpose as earmarked and not for any other purpose. THDCL undertakes to allow the Purchaser(s) to hold, use and enjoy the said Premises and every part thereof without creating any unreasonable interruption, either by itself or by any person or persons claiming under for or on its behalf after execution of Conveyance Deed.

**10.2 Demolish / Destroy of Structure**

The Purchaser(s) undertake/s that he / she will not demolish / destroy or cause to demolish / destroy any structure of the said Premises or any addition(s) or alteration(s) of any nature in the same or in any part thereof. That the Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Premises in any form. The Purchaser(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing / hedging / grills without the prior permission of THDCL. That the Purchaser(s) shall not remove any walls of the allotted said Premises including load bearing walls / structure of the same, shall remain common between the Purchaser(s) and owners of the adjacent Premises.

**10.3 Blockade or Hindrance to Common Passages, Veranda or Terraces.**

That the Purchaser(s) shall not use the said Premises in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the Building will be used by the Purchaser(s) for keeping / Chaining Pets / Animals, Dogs, Birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. If any of the dogs / pets dirty the Compound or any other common area of the Complex, the Purchaser(s) will be solely responsible for cleaning the same and to ensure that pets are properly taken care of.

**10.4 Nuisance Activities**

The Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the

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**P R I M A N T I**

VILLAS AND RESIDENCES

22

\_\_\_\_\_  
*Signature of Second Applicant*

decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

**10.5 Possession of the Common Areas**

The Purchaser(s) shall have no right to claim partition of the Property and/ or common areas/ facilities, even the said Premises is not partitionable. The possession of the common areas will always remain with THDCL and/or the Maintenance Agency appointed by THDCL and is not intended to be given to the Purchaser(s) except a limited right to user subject to payment of all charges.

**ARTICLE 11  
IDEMNITY****11.1 Special, Consequential or Indirect Loss**

The Purchaser(s) acknowledge/s that THDCL shall not be liable to the Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. The Purchaser(s) further indemnifies THDCL of any damage caused to the said Premises/Building/Complex, while performing the alteration by him/ her/them or his deputed personnel.

**11.2 Abide by Terms and Conditions**

The Purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, the Purchaser(s) shall be liable for such act, and if any loss is occasioned to THDCL, the Purchaser(s) shall indemnify THDCL for such loss.

**11.3 Further Covenants**

The Purchaser(s) hereby covenant/s with THDCL to pay from time to time and at all times, the amounts which the Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. The Purchaser(s) hereby covenant/s to keep THDCL and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that THDCL may suffer as a result of non payment, non observance or non performances of the said covenants and conditions by the Purchaser(s).

**ARTICLE 12****INSPECTION**

**12.1** THDCL or its Authorised Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to the Purchaser(s), to enter upon the said Premises for the purpose of inspecting the services in the said Premises and for carrying out maintenance work in the said Premises.

**ARTICLE 13****CONVEYANCE DEED****13.1 Stamp Duty and Registration Charges**

The stamp duty, registration fee/charges and other expenses paid on the execution of the Conveyance Deed in pursuance to this Agreement shall be borne by the Purchaser(s).

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**PRIMANTI**  
VILLAS AND RESIDENCES

23

\_\_\_\_\_  
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**13.2 Prior Intimation**

The Purchaser(s) can assign, transfer, lease or part with possession of the said Premises with the prior intimation to THDCL. In such an event, except sale, it shall be the responsibility of the Purchaser(s) to continue to pay the charges pertaining to the said Premises of whatsoever nature payable under this Agreement to THDCL. The Purchaser(s) undertakes that it shall not divide / sub-divide the said Premises in parts without the prior consent of THDCL, except the partitions, additions, and alterations as provided in the Agreement.

It is further agreed by the Purchaser(s) that he/she/they shall make sure that in the event the said Premises is transferred / sold or the Purchaser(s) gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which THDCL require necessary for safeguarding its interest in the Complex.

**13.3 Execution of Conveyance Deed**

The parties shall execute the Conveyance Deed within ninety (90) days from the date of intimation in writing by THDCL to the Purchaser(s) about the receipt of the certificate for use and occupation of the Building from the competent authority, subject to the payment by the Purchaser(s) to THDCL the Sale consideration and other dues in terms of the payment plan.

**ARTICLE 14****TERMINATION**

- 14.1 Should the Purchaser(s) fail to perform or observe the stipulation contained herein, THDCL shall have the right to terminate this Agreement subject to forfeiture as mentioned in clause No. 3.6 hereinabove as the liquidated damages for such breach of contract.

**ARTICLE 15****SETTLEMENT OF DISPUTES****15.1 Mutual Discussion**

All or any disputes arising out or touching upon or in relation to the terms of the application, this Apartment Buyer Agreement and / or the Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

**15.2 Arbitration Clause**

All or any disputes arising out or touching upon or in relation to the terms of this application, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. Each party shall be entitled to appoint/nominate one Arbitrator and two Arbitrators so appointed/nominated shall appoint the third Presiding Arbitrator. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Delhi. In case of any proceedings, references etc touching upon the arbitration subject including any award, the territorial jurisdiction of the Courts shall be that of the Courts at Gurgaon as well as of the High Court, Punjab and Haryana.

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**P R I M A N T I**  
VILLAS AND RESIDENCES

24

\_\_\_\_\_  
*Signature of Second Applicant*



**ARTICLE 16****JURISDICTION****16.1 Determination of Legal Relations**

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

**16.2 Court Jurisdiction**

The Civil Courts of Gurgaon alone and the Hon'ble Punjab and Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of / touching and / or concerning the application and / or this Apartment Buyer Agreement and / or the Conveyance Deed.

**ARTICLE 17****NOTICE****17.1 No Obligation**

It is clearly agreed and understood by the Purchaser(s) that it shall not be obligatory on the part of THDCL to send demand notices / reminders regarding the payments to be made by the Purchaser(s) as per the Payment Plan or obligations to be performed by the Purchaser(s) under the terms and conditions of this Agreement or any further document signed by the Purchaser(s) with THDCL.

**17.2 Communication Address**

The Purchaser(s) shall get registered his/her/their communication address and email address with THDCL at the time of booking and it shall be the sole responsibility of the Purchaser(s) to inform THDCL about all subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered address/ postal address will be deemed to have been received by the Purchaser(s) at the time, when those should ordinarily reach such address and he / she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

**17.3 Communication Mode**

THDCL will communicate with the Purchaser(s) mainly through emails unless the Purchaser does not have an official e-mail address. Purchasers may communicate with THDCL using officially notified e-mail id. All Notices / Letters of communication to be served on the Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Purchaser or to the Second Purchaser in case of more than one Purchaser at the postal address given by the Purchaser(s). However, any change in the address of the Applicant(s)/ Intending Allottee(s) shall be communicated to THDCL through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by THDCL to the Purchaser whose name appears first, at the postal address given by him/her for mailing and which shall for all purpose be considered as served to all the Purchasers(s) and no separate communication shall be necessary to the other named Purchaser.

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**P R I M A N T I**  
VILLAS AND RESIDENCES

25

\_\_\_\_\_  
*Signature of Second Applicant*

**FIRST SCHEDULE**

Land owned by the Owners admeasuring about 36.25 acre in Village Fazilpur Jharsa, District Gurgaon as under

A. Land owned by M/s. Gurgaon Infratech Pvt. Ltd. in Village Fazalpur Jharsa, Tehsil and District Gurgaon being share of land parcel admeasuring about 16.1885 acres.

| Village         | Rect. No. | Killa No.    | Area<br>K-M  |
|-----------------|-----------|--------------|--|
| Fazilpur Jharsa | 48        | 6            | 7 – 12   |
|                 | 48        | 7/1          | 1 – 4  |
|                 | 48        | 4            | 8 – 0  |
|                 | 48        | 7/2          | 6 – 16   |
|                 | 48        | 14/1         | 3 – 12   |
|                 | 48        | 14/2         | 4 – 8  |
|                 | 48        | 17/1         | 2 – 17   |
|                 | 48        | 15 Min west  | 4 – 12   |
|                 | 48        | 16 Min west  | 3 – 17   |
|                 | 48        | 5/2          | 4 – 9  |
|                 | 48        | 5 – 1        | 3 – 3  |
|                 | 49        | 1            | 8 – 0  |
|                 | 49        | 2            | 8 – 0  |
|                 | 49        | 9            | 8 – 0  |
|                 | 49        | 10           | 8 – 0  |
|                 | 49        | 7/2          | 5 – 10   |
|                 | 49        | 8            | 8 – 0  |
|                 | 37        | 25/2         | 2 – 3  |
|                 | 36        | 10/3         | 3 – 11   |
|                 | 36        | 11           | 7 – 11   |
|                 | 36        | 20           | 8 – 0  |
|                 | 36        | 21           | 7 – 11   |
|                 | 36        | 22/1         | 4 – 14   |
|                 |           | <b>Total</b> | <b>129 -10</b><br><b>Equivalent to</b><br><b>16.1885 Acres</b> |

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

Signature of Second Applicant

B-1 Land owned by M/s Ardent Properties Private Limited, Village Fazalpur Jharsa, Tehsil and District Gurgaon being 279/522<sup>nd</sup> share of land parcel admeasuring 1.444 Acres.

| Village         | Rect. No. | Killa No. | Area<br>K-M |
|-----------------|-----------|-----------|-------------|
| Fazilpur Jharsa | 37        | 6/2       | 3-16        |
|                 |           | 13/1      | 2-10        |
|                 |           | 14/1      | 2-14        |
|                 |           | 15/1/1    | 2-11        |
|                 |           | Total     | 1.444 Acres |

B-2 Land owned by M/s Ardent Properties Private Limited, Village Fazilpur Jharsa, District Gurgaon being 1/5<sup>th</sup> share of land parcel admeasuring 0.287 Acres.

| Village         | Rect. No. | Killa No. | Area<br>K-M |
|-----------------|-----------|-----------|-------------|
| Fazilpur Jharsa | 31        | 25/2      | 2-6         |
|                 |           | Total     | 0.287 Acres |

B-3 Land owned by M/s Ardent Properties Private Limited, Village Fazilpur Jharsa, District Gurgaon being 3/10<sup>th</sup> share of land parcel admeasuring 3.394 Acres.

| Village         | Rect. No. | Killa No. | Area<br>K-M |
|-----------------|-----------|-----------|-------------|
| Fazilpur Jharsa | 31        | 22        | 5-17        |
|                 |           | 23/1      | 0-16        |
|                 |           | 23/2      | 7-4         |
|                 |           | 24        | 2-11        |
|                 |           | 25/1      | 5-6         |
|                 |           | Total     | 3.394 Acres |

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

**PRIMANTI**

VILLAS AND RESIDENCES

27

Signature of Second Applicant

C-1. Land owned by M/s. Landscape Structures Pvt. Ltd., Village Fazilpur Jharsa, District Gurgaon

| Village         | Rect. No. | Killa No.    | Area<br>K-M         |
|-----------------|-----------|--------------|---------------------|
| Fazilpur Jharsa | 37        | 2            | 2-8                 |
|                 | 37        | 3            | 7-11                |
|                 | 37        | 4/1          | 6-14                |
|                 | 37        | 4/2          | 0-17                |
|                 | 37        | 5            | 7-4                 |
|                 | 37        | 16/2         | 4-10                |
|                 | 37        | 23/2/2       | 0-0                 |
|                 | 37        | 25/1         | 5-9                 |
|                 | 37        | 24/1         | 2-0                 |
|                 | 37        | 24/2         | 6-0                 |
|                 | 37        | 18/1         | 0-17                |
|                 | 37        | 17           | 8-0                 |
|                 | 37        | 15/2         | 1-5                 |
|                 | 37        | 16/1         | 3-2                 |
|                 | 37        | 23/2/1       | 0-0                 |
|                 | 37        | 8            | 6-16                |
|                 | 37        | 6/1/2        | 0-6                 |
|                 | 37        | 7/1          | 6-13                |
|                 | 31        | 9            | 8-0                 |
|                 | 31        | 10/1         | 0-0                 |
|                 | 31        | 10/2         | 2/7                 |
|                 | 31        | 12           | 8-0                 |
|                 | 31        | 13/1         | 4-0                 |
|                 | 31        | 8/2          | 4-0                 |
|                 | 31        | 18/2         | 1-8                 |
|                 | 31        | 19           | 7-10                |
|                 | 31        | 20/1         | 0-0                 |
|                 | 31        | 26           | 0-1                 |
|                 | 31        | 17           | 8-0                 |
|                 | 31        | 18/1         | 6-12                |
|                 |           | <b>Total</b> | <b>14.938 Acres</b> |

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

Signature of Second Applicant

C-2 Land owned by M/s Landscape Structures Private Limited, Village Fazilpur Jharsa, District Gurgaon being 122/261<sup>th</sup> share of a land parcel admeasuring 1.444 Acres

| Village         | Rect. No. | Killa No. | Area<br>K-M |
|-----------------|-----------|-----------|-------------|
| Fazilpur Jharsa | 37        | 6/2       | 3-16        |
|                 | 37        | 13/1      | 2-10        |
|                 | 37        | 14/1      | 2-14        |
|                 | 37        | 15/1/1    | 2-11        |
|                 |           | Total     | 1.444 Acres |

C-3 Land owned by M/s Landscape Structures Private Limited, Village Fazilpur Jharsa, District Gurgaon being 4/5<sup>th</sup> share of a land parcel admeasuring 0.287 acres

| Village         | Rect. No. | Killa No. | Area<br>K-M |
|-----------------|-----------|-----------|-------------|
| Fazilpur Jharsa | 31        | 25/2      | 2-6         |
|                 |           | Total     | 0.287 Acres |

C-4 Land owned by M/s Landscape Structures Private Limited, Village Fazilpur Jharsa, District Gurgaon being 7/10<sup>th</sup> share of a land parcel admeasuring 3.394 acres

| Village         | Rect. No. | Killa No. | Area<br>K-M |
|-----------------|-----------|-----------|-------------|
| Fazilpur Jharsa | 31        | 22        | 5-17        |
|                 | 31        | 23/1      | 0-16        |
|                 | 31        | 23/2      | 7-4         |
|                 | 31        | 24        | 8-0         |
|                 |           | 25/1      | 5-6         |
|                 |           | Total     | 3.394 Acres |

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

**PRIMANTI**

VILLAS AND RESIDENCES

29

Signature of Second Applicant

**SECOND SCHEDULE**  
(Cost of construction material and Labour)  
**Annexure 'C'**

| <b>Price of Construction Material &amp; Labour</b> |   |             |                    |
|--|---|-------------|--------------------|
| <b>Sr.</b>   | <b>Material</b>                               | <b>Unit</b> | <b>Price (Rs.)</b> |
| 1  | Cement  | Bag         | 245.00             |
| 2  | Reinforcement Steel                           | MT          | 45,100.00          |
| 3  | White Cement, 50 kg Bag                       | Bag         | 950.00             |
| 4  | Stone Aggregate 12mm                          | Cft         | 35.00              |
| 5  | Stone Aggregate 20mm                          | Cft         | 35.00              |
| 6  | Sand  | Cft         | 35.00              |
| 7  | Brick   | No          | 4.50               |
| 8  | Concrete Block 400X200X200                    | No          | 52.00              |
| 9  | Concrete Block 400X200X100                    | No          | 26.00              |
| 10   | Structural Steel                              | MT          | 47,430.00          |
| 11   | Engineered Wood Flooring                      | Sqft        | 190.00             |
| 12   | Paver Blocks                                  | Sqft        | 50.00              |
| 13   | Teak Wood                                     | Cum         | 1,30,000.00        |
| 14   | Hard Wood Red Marandi                         | Cum         | 44,090.00          |
| 15   | Vitrified tiles                               | Sqft        | 55.00              |
| 16   | Antiskid ceramic Tiles                        | Sqft        | 45.00              |
| 17   | Ceramic Tiles                                 | Sqft        | 40.00              |
| 18   | Indian Marble, 20mm thick                     | Sqft        | 100.00             |
| 19   | Polished Granite 20mm thick                   | Sqft        | 130.00             |
| 20   | Imported Marble                               | Sqft        | 255.00             |
| 22   | Kota Stone                                    | Sqft        | 51.00              |
| 23   | Laminated Wooden Flooring                     | Sqft        | 90.00              |
| 24   | Flush Door Shutter, 40mm both side commercial | Sqft        | 150.00             |
| 25   | Glazed/Semi glazed Aluminium Window including | sqft        | 400.00             |
| 26   | Skilled Mason                                 | No          | 450.00             |
| 27   | Unskilled Labour                              | No          | 250.00             |
| 28   | Skilled Carpenter/Electrician/Barbender       | No          | 450.00             |

Note: The above details are subject to change without notice.

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

**P R I M A N T I**

VILLAS AND RESIDENCES

30

Signature of Second Applicant

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:**

**SIGNED SEALED AND DELIVERED** )  
**The within named Purchaser No. 1** )  
**Mr.**\_\_\_\_\_ )

**In the presence of Witnesses ;** )

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

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

**SIGNED SEALED AND DELIVERED** )  
**The within named Purchaser No. 2** )  
**Mr.**\_\_\_\_\_ )

**In the presence of Witnesses ;** )

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

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

**SIGNED SEALED AND DELIVERED** )  
**For and on behalf of the within named** )  
**GURGAON INFRATECH PVT LTD.** )  
**By its authorized signatory,** )  
**Mr.**\_\_\_\_\_ )

**In the presence of Witnesses ;** )

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

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

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

\_\_\_\_\_  
*Signature of Second Applicant*



**TATA HOUSING**

**SIGNED SEALED AND DELIVERED** )  
**For and on behalf of the withinnamed** )  
**Ardent Properties Private Limited** )  
**By its authorized signatory,** )  
**Mr.**\_\_\_\_\_ )

**In the presence of Witnesses ;** )

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

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

**For and on behalf of the withinnamed** )  
**Landscape Structures Private Limited** )  
**By its authorized signatory,** )  
**Mr.**\_\_\_\_\_ )

**In the presence of Witnesses ;** )

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

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

**SIGNED SEALED AND DELIVERED** )  
**For and on behalf of the withinnamed** )  
**TATA HOUSING DEVELOPMENT COMPANY LIMITED** )  
**By its authorized signatory,** )  
**Mr.**\_\_\_\_\_ )

**In the presence of Witnesses ;** )

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

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

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Second Applicant*



**TATA HOUSING**



**ANNEXURE – 'A'**  
**PAYMENT PLAN**

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd.*

\_\_\_\_\_  
*For M/s.Gurgaon Infratech Pvt. Ltd.*

\_\_\_\_\_  
*For Ardent Properties Pvt. Ltd.*

\_\_\_\_\_  
*For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

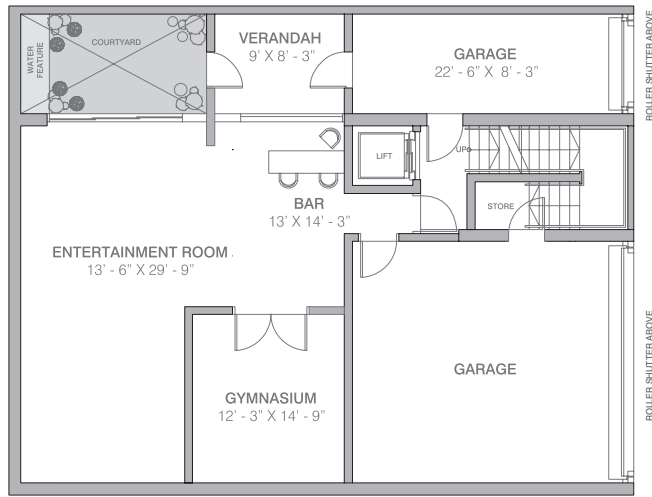
**P R I M A N T I**

VILLAS AND RESIDENCES

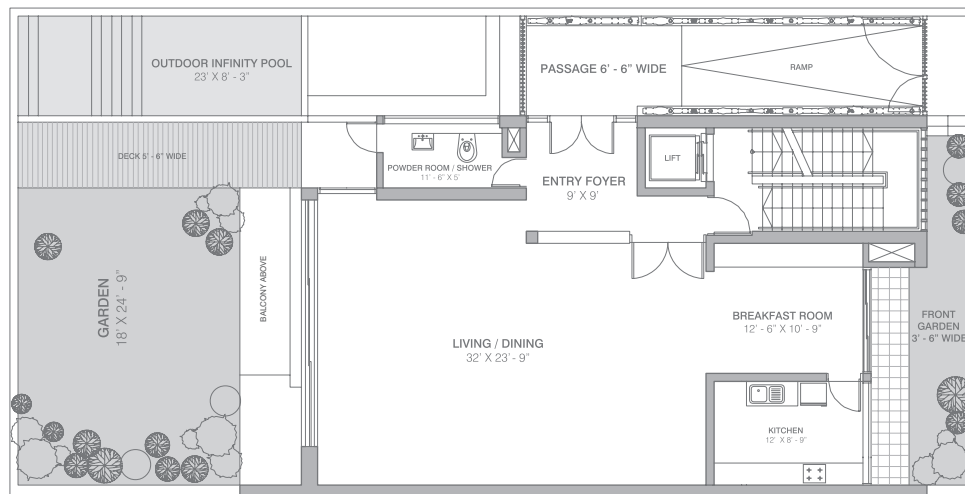
\_\_\_\_\_  
*Signature of Second Applicant*

ANNEXURE – 'B'

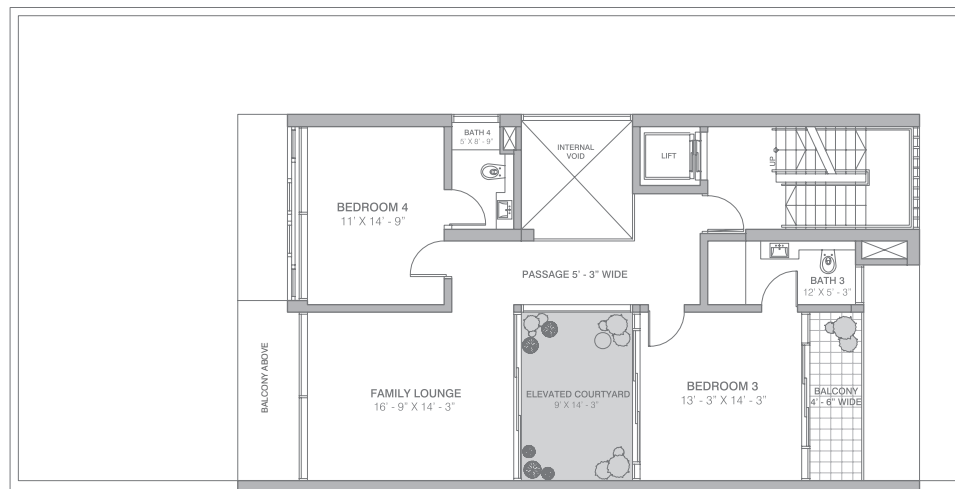
VILLAS LARGE - 8500 SQ.FT. (789.67 SQ.MTR.)



BASEMENT



GROUND FLOOR



FIRST FLOOR

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

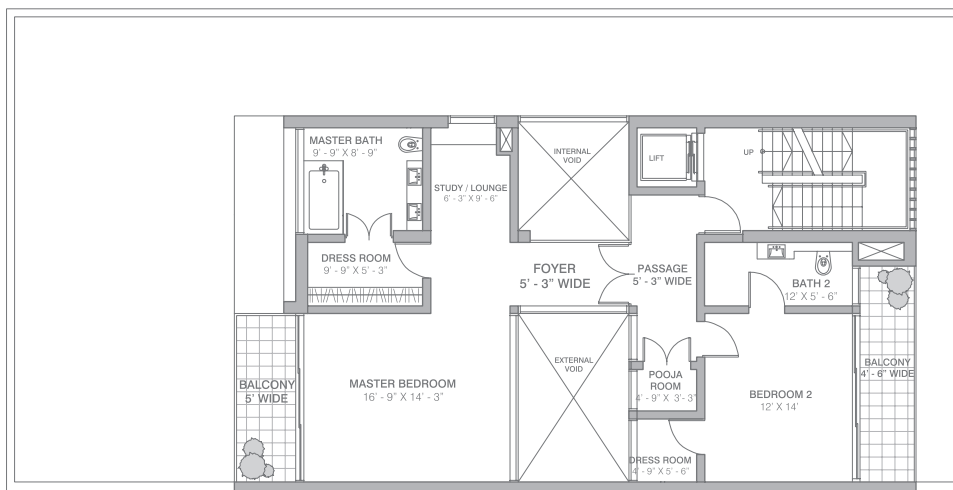
PRIMANTI

VILLAS AND RESIDENCES

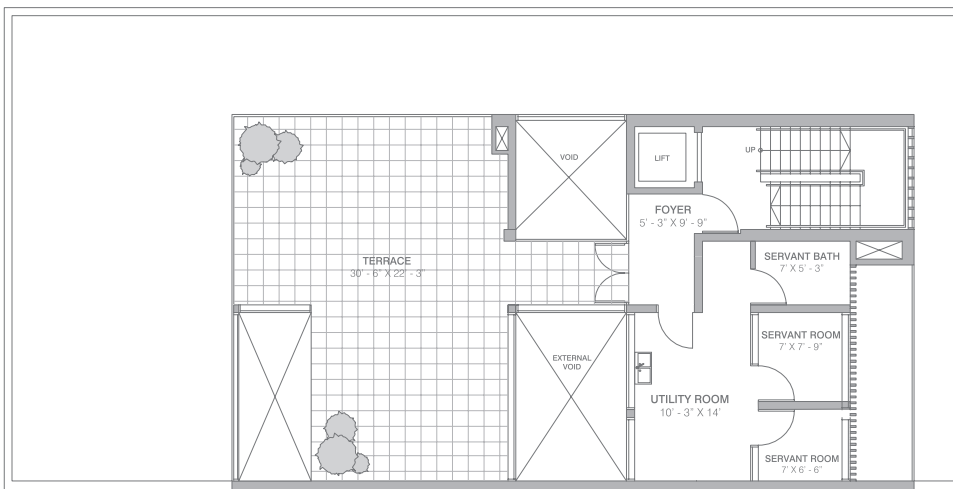
Signature of Second Applicant

VILLAS

LARGE - 8500 SQ.FT. (789.67 SQ.MTR.)



SECOND FLOOR



TERRACE

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

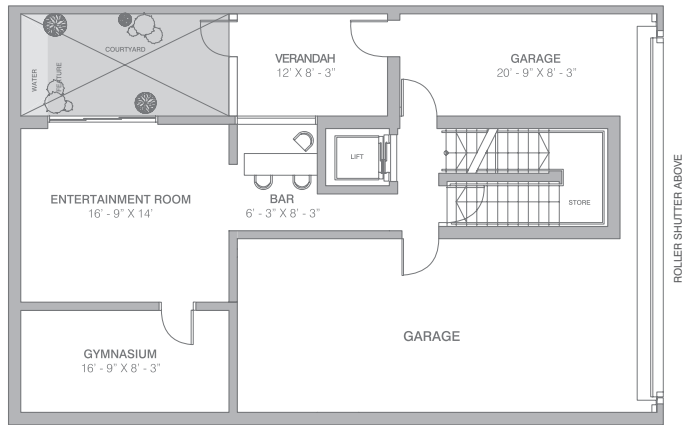
Signature of Sole/First Applicant

PRIMANTI

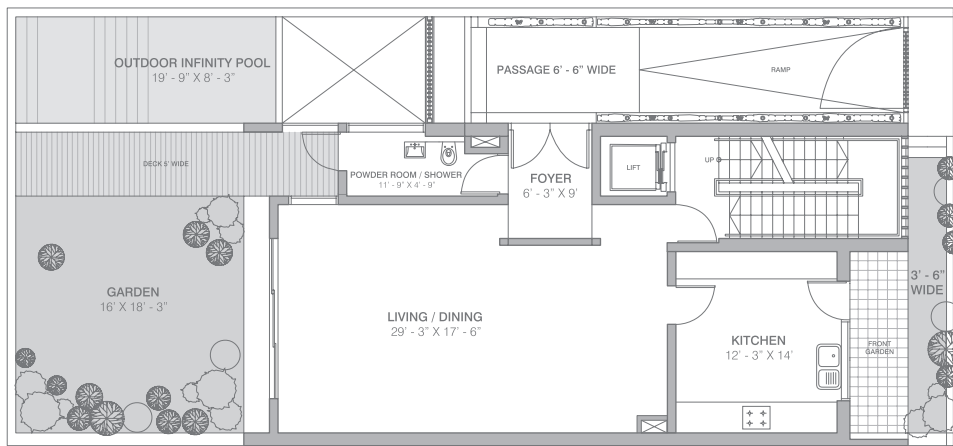
VILLAS AND RESIDENCES

Signature of Second Applicant

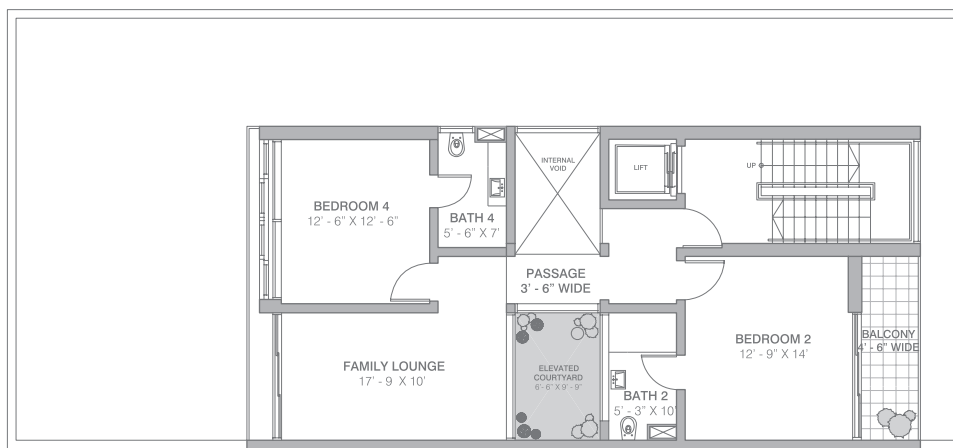
VILLAS SMALL - 7000 SQ.FT. (650.32 SQ.MTR.)



BASEMENT



GROUND FLOOR



FIRST FLOOR

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

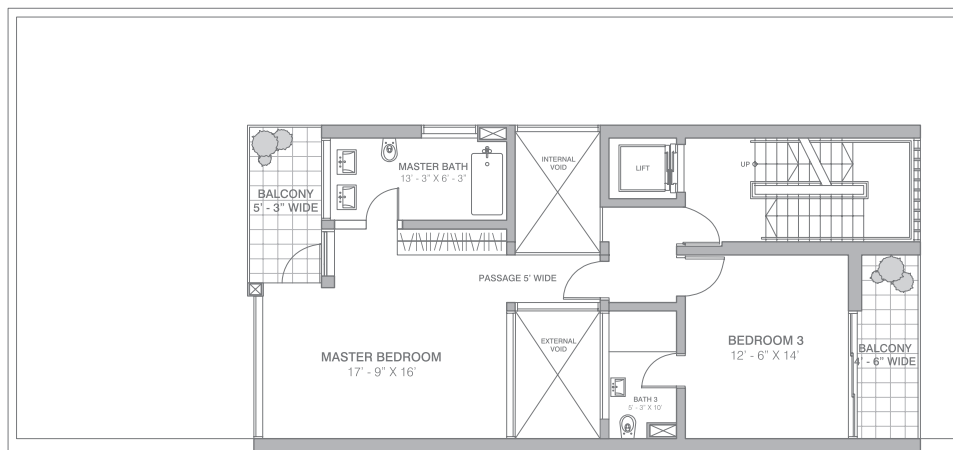
PRIMANTI

VILLAS AND RESIDENCES

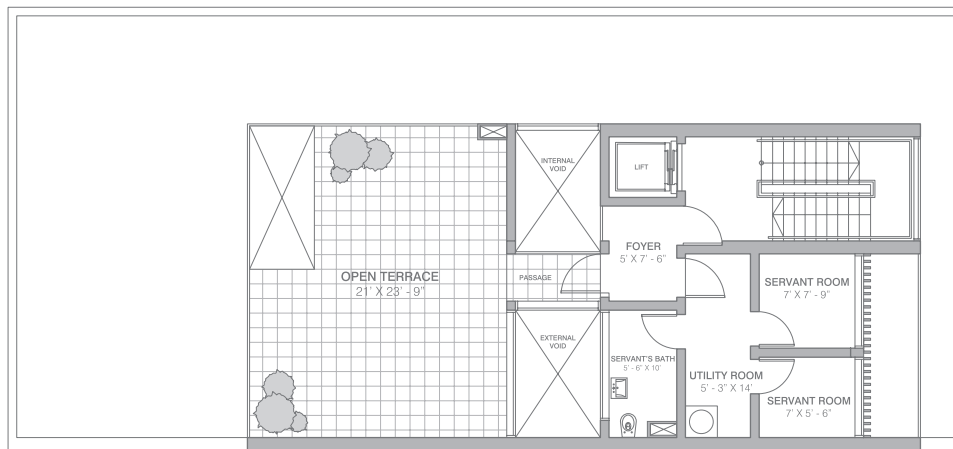
Signature of Second Applicant

VILLAS

SMALL - 7000 SQ.FT. (650.32 SQ.MTR.)



SECOND FLOOR



TERRACE

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

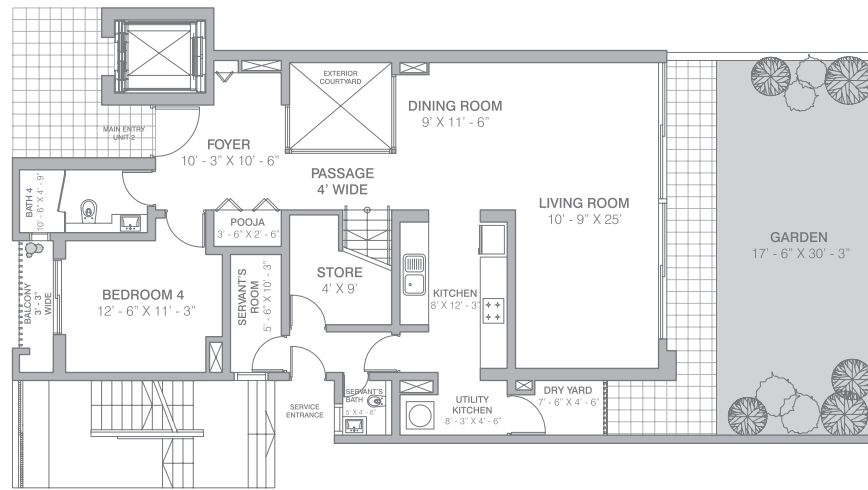
PRIMANTI

VILLAS AND RESIDENCES

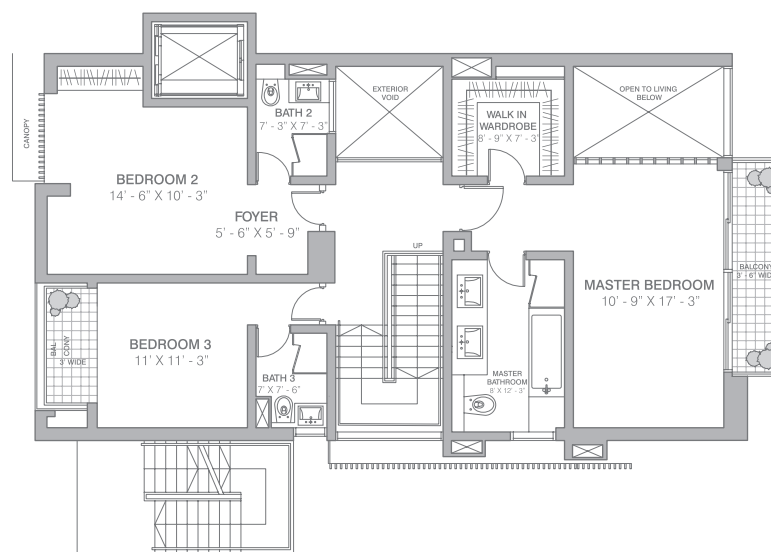
Signature of Second Applicant

EXECUTIVE FLOORS

DUPLEX UNITS - 3250 SQ.FT. (301.93 SQ.MTR.)



GROUND FLOOR



FIRST FLOOR

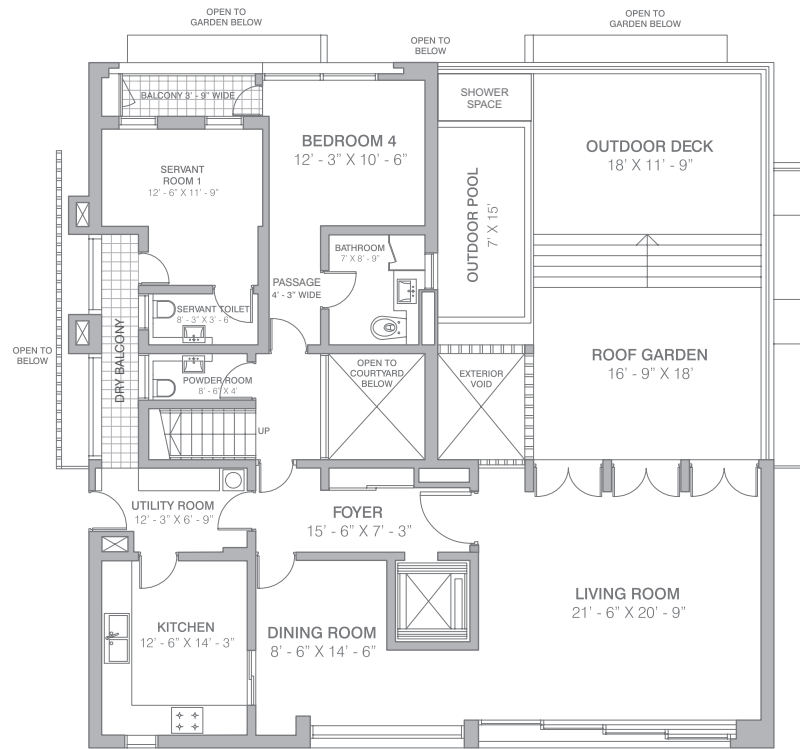
For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

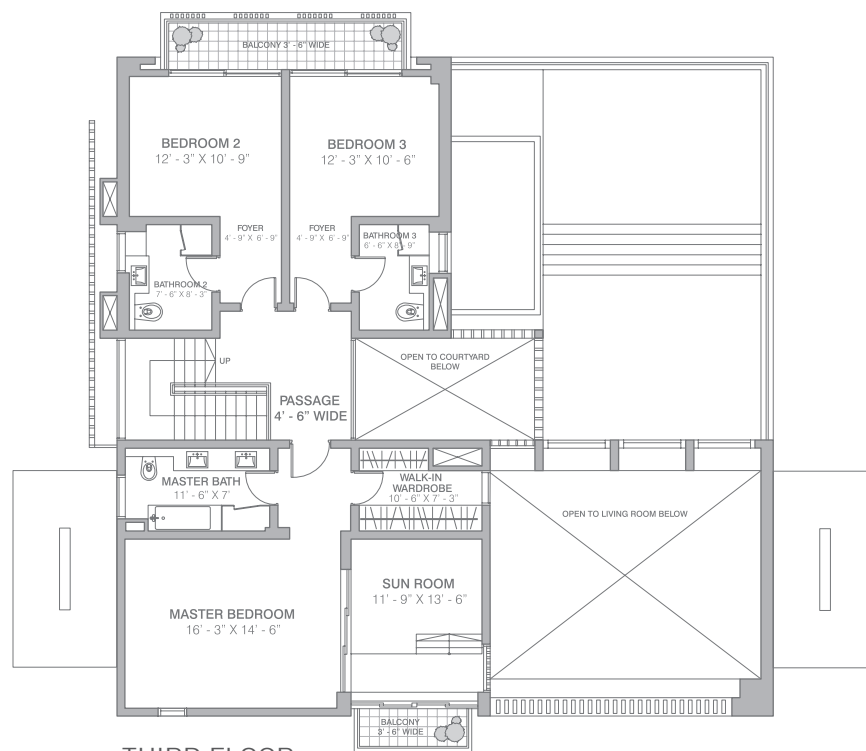
PRIMANTI  
VILLAS AND RESIDENCES

Signature of Second Applicant

DUPLIX UNITS - 4500 SQ.FT. (418.06 SQ.MTR.)



SECOND FLOOR



THIRD FLOOR

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

PRIMANTI

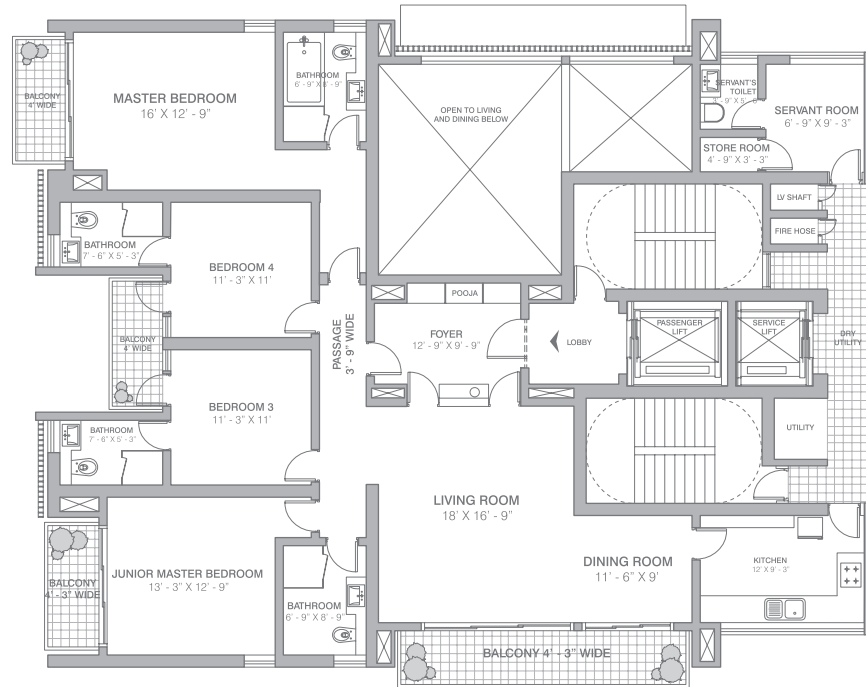
VILLAS AND RESIDENCES

Signature of Sole/First Applicant

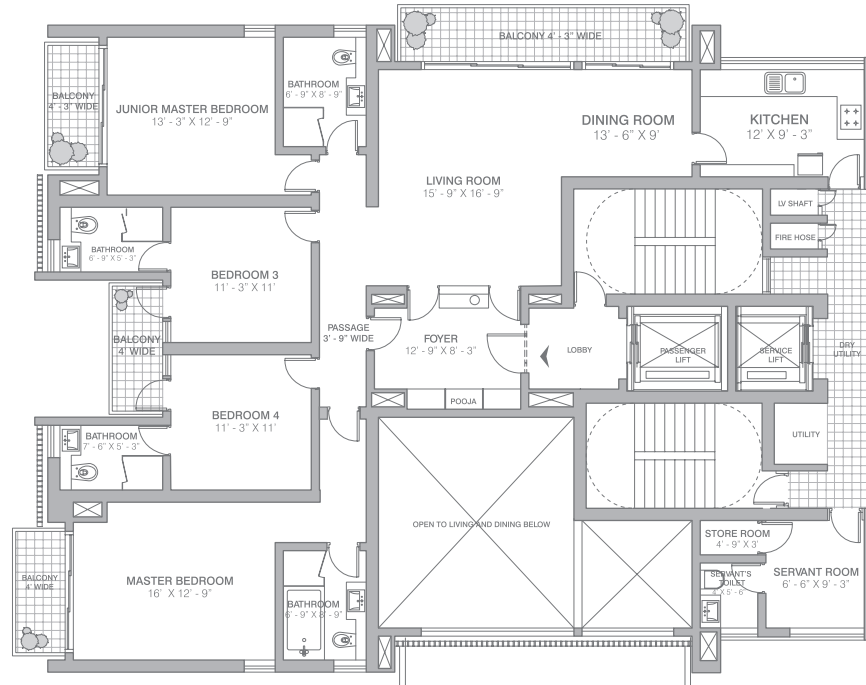
Signature of Second Applicant

EXECUTIVE APARTMENTS

TYPE 1 - 3300 SQ.FT. (306.58 SQ.MTR.)  
(ODD FLOOR UNIT)



TYPE 2 - 3300 SQ.FT. (306.58 SQ.MTR.)  
(EVEN FLOOR UNIT)



For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

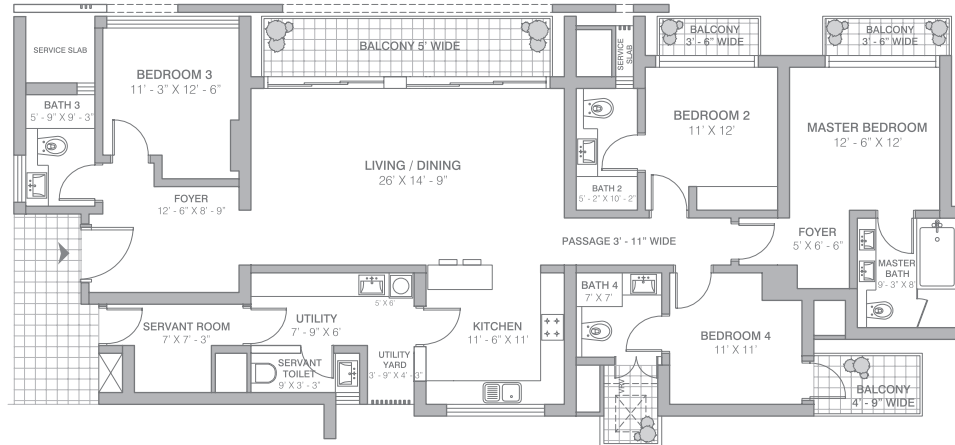
PRIMANTI  
VILLAS AND RESIDENCES

Signature of Second Applicant

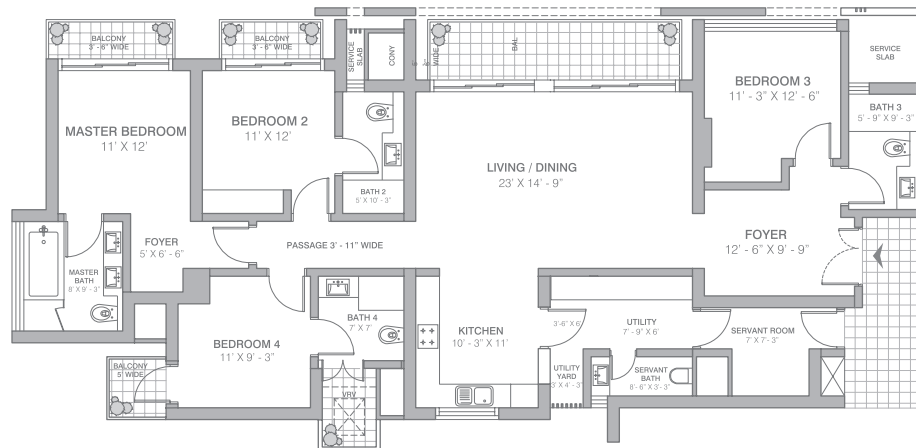


TOWER RESIDENCES

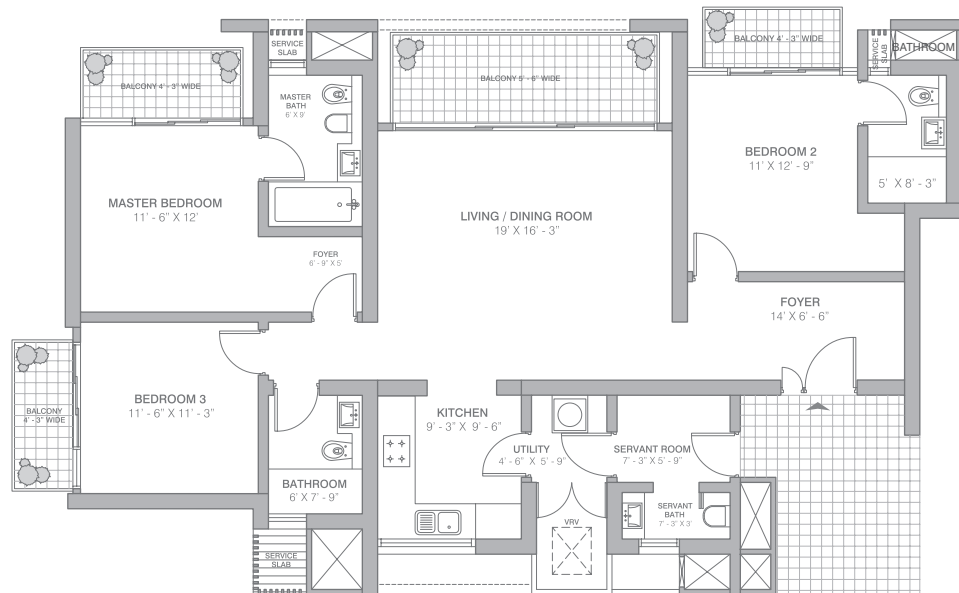
4 BHK LARGE - 2905 SQ.FT. (269.88 SQ.MTR.) AVAILABLE IN TOWER 1, 2 AND 7



4 BHK SMALL - 2625 SQ.FT. (243.87 SQ.MTR.) AVAILABLE IN TOWER 1 AND 2



3 BHK - 2185 SQ.FT. (202.99 SQ.MTR.) AVAILABLE IN TOWER 3, 4, 5 AND 6



For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

PRIMANTI

VILLAS AND RESIDENCES

Signature of Sole/First Applicant

Signature of Second Applicant

**TATA HOUSING**



\_\_\_\_\_  
*For Tata Housing Development Co. Ltd.*

\_\_\_\_\_  
*For M/s.Gurgaon Infratech Pvt. Ltd.*

\_\_\_\_\_  
*For Ardent Properties Pvt. Ltd.*

\_\_\_\_\_  
*For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**P R I M A N T I**

VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Second Applicant*

**TATA HOUSING**



\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**P R I M A N T I**

VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Second Applicant*

**ANNEXURE – “C”****Definition of Super Area**

Super Area shall include the following:

Super area for the purpose of calculating the sale price in respect of the said Residential Apartment / Executive Apartment / Executive Floor / Villa & Facilities shall be the sum of Residential Apartment / Executive Apartment / Executive Floor / Villa area of the said Residential Apartment / Executive Apartment / Executive Floor / Villa, Its pro rata share of common areas in the entire said building and pro rata share of other common areas outside Residential Apartment / Executive Apartment / Executive Floor / Villa building earmarked for use of all Residential Apartment / Executive Apartment / Executive Floor / Villa purchasers in “PRIMANTI” which include the exclusive club with swimming pool, toilets, change room, multipurpose Hall, gymnasium, restaurants etc.

However, the super area of the said residential apartment/Executive apartment /Executive Floor/Villas does not include –

- a. Area of convenient Shops
- b. Area of community facilities/Amenities like nursery/primary schools, dwelling units for Economically weaker sections
- c. Roof/top terrace above apartments excluding exclusive terraces allotted to apartments/penthouses.

Whereas the area of the said Residential Apartment / Executive Apartment / Executive Floor / Villa shall mean entire Area enclosed by its periphery walls including area under wall, columns, balconies, cupboards and lofts etc. and half the areas of common walls with other premises/Residential Apartment / Executive Apartment / Executive Floor / Villas, which form integral part of said Residential Apartment / Executive Apartment / Executive Floor / Villa and common areas shall mean all such parts/areas in the PRIMANTI which the purchaser(s) shall use by sharing with other occupants of PRIMANTI including entrance lobby, driver’s toilet at ground floor, lift lobbies, lift shafts, electrical shafts ,fire shafts, plumbing shafts and service ledges on all floors. staircases, Circulating areas/ Common corridors and water tanks, munties, service areas, lift machine rooms, underground and overhead water tanks & pump room, electric sub station, DG room, cooling towers, fan rooms, meter rooms maintenance office, stores, security room, fire control room, and architectural feature, AC plant rooms, mail box rooms, children cycle parking area, if provided.

Super area of the said Residential Apartment / Executive Apartment / Executive Floor / Villas provided with exclusive open terrace/exclusive gardens shall also include these areas. Purchasers of Residential Apartment / Executive Apartment / Executive Floor / Villa however shall not be permitted to cover such terrace and shall use the same as open terrace only and in no other manner whatsoever.

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

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**P R I M A N T I**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Second Applicant*

**ANNEXURE – ‘D’**

| <b>SPECIFICATIONS CHART FOR Primanti, SECTOR 72, GURGAON</b> |   |  |   |
|--|---|--|---|
| <b>Tower Residences - Interiors</b>                          |   |  |   |
| Living and Dining  | Italian Marble flooring                                 | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Master Bedroom   | Engineered Wooden Flooring.                             | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Other Bedroom  | Laminated wooden / Indian Marble or equivalent flooring | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Kitchen  | Antiskid Vitrified Tiles                                | Plastic Emulsion Paint in Pastel Shade. Ceramic Tile Dado above Granite Kitchen Platform | Modular Kitchen in laminated Panels with SS accessories with HOB and Chimney.       |
| Bathroom and Powder Room                                     | Antiskid Ceramic Tiles                                  | Dado in Ceramic Tiles up to Ceiling level.   | Premium Quality CP & Sanitary fittings of Kohler or equivalent with Bath Tub/jacuzi |
| <b>Executive Apartments - Interiors</b>                      |   |  |   |
| Living and Dining  | Italian Marble flooring                                 | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Master Bedroom   | Engineered Wooden Flooring.                             | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Other Bedroom  | Laminated wooden / Indian Marble or equivalent flooring | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Kitchen  | Antiskid Vitrified Tiles                                | Plastic Emulsion Paint in Pastel Shade. Ceramic Tile Dado                                | Modular Kitchen in laminated Panels with SS accessories with HOB and Chimney.       |
| Bathroom   | Antiskid Ceramic Tiles                                  | Dado in Ceramic Tiles up to Ceiling level.   | Premium Quality CP & Sanitary fittings of Kohler or equivalent with Bath Tub/jacuzi |

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

Signature of Second Applicant

| <b>SPECIFICATIONS CHART FOR Primanti, SECTOR 72, GURGAON</b> |   |  |   |
|--|---|--|---|
| <b>Executive Floors - Interiors</b>                          |   |  |   |
| Living and Dining  | Italian Marble flooring                                 | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Master Bedroom   | Real Wooden Flooring                                    | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Other Bedroom  | Laminated wooden / Indian Marble or equivalent flooring | Plastic Emulsion Paint in Pastel Shade   | VRV with indoor units   |
| Kitchen  | Antiskid Vitrified Tiles                                | Plastic Emulsion Paint in Pastel Shade. Ceramic Tile Dado 2 feet high above Granite Kitchen Platform | Modular Kitchen in laminated Panels with SS accessories with HOB and Chimney.       |
| Bathroom and Powder Room                                     | Antiskid Ceramic Tiles                                  | Dado in Ceramic Tiles up to Ceiling level.   | Premium Quality CP & Sanitary fittings of Kohler or equivalent with Bath Tub/jacuzi |
| Swimming Pool  | Glazed/glass Mosaic Tiles as per Design and Colour      | Glazed/glass Mosaic Tiles as per Design and Colour   | Not Applicable  |
| <b>Villas - Interiors</b>                                    |   |  |   |
| Entertainment Lounge, Bar/ Wine Cellar and Multi - Gym       | Laminated Wooden Floor                                  | Plastic Emulsion in Pastel Shade   | Standard Light Fixtures   |
| Lift / Elevator  | Imported Marble flooring Italian or equivalent          | Wooden Finish  | Light Fixtures as per Lift Design   |
| Entrance Foyer   | Italian Marble flooring                                 | Plastic Emulsion Paint in Pastel Shades  | Main display unit and Door Camera, Digital Door Lock, Fire Sensor, Emergency Button |
| Living and Dining  | Italian Marble flooring                                 | Plastic Emulsion Paint in Pastel Shades  | VRV with indoor units   |
| Bathroom and Powder Room                                     | Imported Marble   | Dado in Ceramic Tiles up to Ceiling level  | Premium Quality CP & Sanitary fittings of Kohler or equivalent with Bath Tub/jacuzi |
| Kitchen  | Antiskid Vitrified Tiles                                | Plastic Emulsion Paint in Pastel Shade. Ceramic Tile Dado.   | Modular Kitchen in laminated Panels with SS accessories with HOB and Chimney        |
| Master Bedroom   | Real Wooden Flooring                                    | Plastic Emulsion Paint in Pastel Shade   | 1. VRV Air-conditioning system<br>2. Modular switch/sockets                         |
| Other Bedroom  | Engineered Wooden Flooring                              | Plastic Emulsion Paint in Pastel Shade   | 1. VRV Air-conditioning system<br>2. Modular switch/sockets                         |

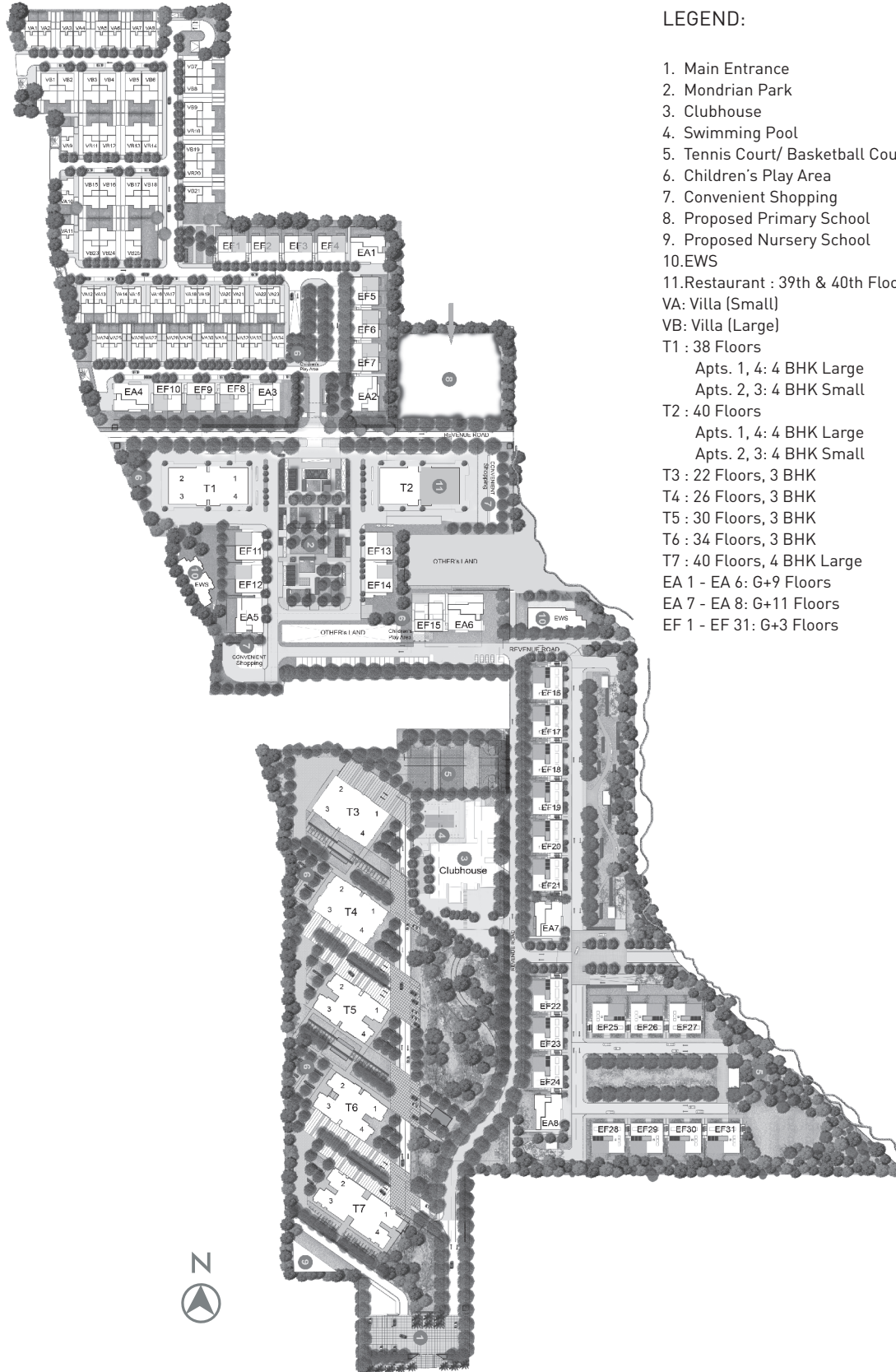
For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

Signature of Second Applicant

ANNEXURE – ‘E’



LEGEND:

- 1. Main Entrance
- 2. Mondrian Park
- 3. Clubhouse
- 4. Swimming Pool
- 5. Tennis Court/ Basketball Court
- 6. Children’s Play Area
- 7. Convenient Shopping
- 8. Proposed Primary School
- 9. Proposed Nursery School
- 10.EWS
- 11.Restaurant : 39th & 40th Floor
- VA: Villa (Small)
- VB: Villa (Large)
- T1 : 38 Floors  
Apts. 1, 4: 4 BHK Large  
Apts. 2, 3: 4 BHK Small
- T2 : 40 Floors  
Apts. 1, 4: 4 BHK Large  
Apts. 2, 3: 4 BHK Small
- T3 : 22 Floors, 3 BHK
- T4 : 26 Floors, 3 BHK
- T5 : 30 Floors, 3 BHK
- T6 : 34 Floors, 3 BHK
- T7 : 40 Floors, 4 BHK Large
- EA 1 - EA 6: G+9 Floors
- EA 7 - EA 8: G+11 Floors
- EF 1 - EF 31: G+3 Floors

For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.

Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

Signature of Second Applicant

**AFFIDAVIT**

I/We \_\_\_\_\_  
R/o \_\_\_\_\_  
or M/s. \_\_\_\_\_ having its  
registered office at \_\_\_\_\_  
through its Authorised Signatory \_\_\_\_\_ do hereby affirm and declare as  
under:-

1. That I / We have purchased a Residential Apartment / Executive Apartment / Executive Floor / Villa No. \_\_\_\_\_, on \_\_\_\_\_ Floor, in \_\_\_\_\_ Building, having a super area of \_\_\_\_\_ sq. ft. and \_\_\_\_\_ sq. ft. area in \_\_\_\_\_ building in "PRIMANTI" Complex in Gurgaon (hereinafter referred to as the Residential Apartment / Executive Apartment / Executive Floor / Villa), from M/s. Tata Housing Development Company Limited (herein referred to as the 'THDCL').
2. That THDCL has offered to install requisite equipments in order to make available power backup in the complex.
3. That I / We accept the above offer on the broad terms as envisaged herein below.
4. That I / We hereby agree to avail Power Backup services at the Residential Apartment / Executive Apartment / Executive Floor / Villa, to be provided by the nominated Maintenance Agency of THDCL (hereinafter referred to as the 'Maintenance Agency').
5. That I / We do hereby affirm and declare that I / We shall use the Power Backup services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by THDCL / Maintenance Agency.
6. That I / We do hereby agree, affirm and declare that I / We shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis, that may installed by THDCL / Maintenance Agency.
7. That I / We do hereby agree and affirm that I / We shall be billed by THDCL / nominated Maintenance Agency based on metered reading and that I / We undertake to pay the same within 7 days of receipt of the said bill.
8. That I / We agree that in the event THDCL installs a separate electric meter for such purpose, I / We shall have no objection to the same.
9. That I / We understand that in the event a separate electric meter is installed by THDCL / Nominated Maintenance Agency, the cost of such installation / repairs / replacement shall be borne by me / us.

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s. Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**P R I M A N T I**  
VILLAS AND RESIDENCES

48

\_\_\_\_\_  
*Signature of Second Applicant*



10. That I / We hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, THDCL / Maintenance Agency shall be at liberty to disconnect the said Power Backup services and demand payment of interest on the delayed payment at such interest rates at par with long term deposit along with other surcharges at applicable rates which I / We shall be obliged to Pay. Further any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, etc. I / We agree that the cost of reconnection shall be borne by me / us.
11. That I / We shall pay all the aforesaid charges billed to me / us and I / We shall not hold or delay the payment of bill of any difference / dispute as to the accuracy or otherwise. I / We further agree and affirm that in the event of any difference / dispute, I / We shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.
12. That I / We do hereby agree and affirm that all installations including but not limited to electrical wiring inside the Residential Apartment / Executive Apartment / Executive Floor / Villa shall be done in conformity with the specifications and standards provided by THDCL / Maintenance Agency at costs to me / us. I / We shall be solely responsible for any accident, injury, damage to the Residential Apartment / Executive Apartment / Executive Floor / Villa/Building. and shall not hold THDCL / Maintenance Agency responsible for any default or non-compliance in this regard.
13. That in the event the Residential Apartment / Executive Apartment / Executive Floor / Villa is Leased / Licensed to any other person or entity, I/We shall indemnify THDCL / Maintenance Agency towards timely and adequate payment of bills towards the aforesaid Power Backup services.
14. That in event the Residential Apartment / Executive Apartment / Executive Floor / Villa is Leased / Licensed to any other person or entity, I/We shall indemnify THDCL / Maintenance Agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
15. I / We agree that in case of non-use of Power Backup services for a period of one month or more, I / We shall pay the minimum per KWH of my/our connected load as per the Circular / Guidelines issued by THDCL / Maintenance Agency from time to time, provided prior intimation thereof has been given to THDCL / Maintenance Agency.
16. That I/We agree and affirm that I/We shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify THDCL / Maintenance Agency against non-compliance of the same on my / our part.

DEPONENT

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*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

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*Signature of Sole/First Applicant*

**P R I M A N T I**

VILLAS AND RESIDENCES

49

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*Signature of Second Applicant*

**TATA HOUSING**



VERIFICATION

Verified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the contents of Paras 1 to 16 of the Affidavit are true and correct to my own knowledge and that nothing material has been concealed therefrom.

DEPONENT

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

50

\_\_\_\_\_  
*Signature of Second Applicant*

**ANNEXURE – “F”**

**Application for Membership of Association/ Condominium**

(To be filled by the Purchaser(s))

From:

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

To,  
The Secretary,  
“\_\_\_\_\_ Apartment Owners Association”,  
“PRIMANTI Complex”  
Sector 72,  
Gurgaon,

Sir,

I/We have entered into an agreement with M/s \_\_\_\_\_ to purchase the Residential Apartment / Executive Apartment / Executive Floor / Villa bearing unit No. \_\_\_\_\_, at \_\_\_\_\_ floor in \_\_\_\_\_ Building in PRIMANTI Complex.

Please enroll me as a member of the “\_\_\_\_\_ Apartment Owners Association”, and I/We herewith remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards entrance fees of the said Association.

Kindly let me know the annual subscription fee and also let me have a copy of the bye-laws of “\_\_\_\_\_ Apartment Owners Association”.

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

Thanking you,

Yours faithfully

(\_\_\_\_\_)   
Purchaser(s) Member

Date :

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Second Applicant*

**ANNEXURE – ‘G’**

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**SUB : FORMATION OF ASSOCIATION OF OWNERS OF  
\_\_\_\_\_, GURGAON**

Dear Sirs,

Enclosed herewith is a duly filled Membership Form and Declaration for enrolment as Member of  
“\_\_\_\_\_Apartment Owners Association”.

I/We also authorize M/s \_\_\_\_\_ and / or its officers to  
process the documents / papers for formation of the Association and take all appropriate steps / action in this  
regard.

Thanking you,

Yours sincerely,

---

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Encls : As above.

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*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

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*Signature of Sole/First Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

---

*Signature of Second Applicant*

**ANNEXURE – ‘H’**

**DECLARATION**

I/We \_\_\_\_\_  
R/o \_\_\_\_\_ or  
M/s. \_\_\_\_\_ having its registered  
office at \_\_\_\_\_

\_\_\_\_\_ through its Authorised Signatory \_\_\_\_\_ do hereby declare that we are the allottee(s) / owner(s) of Residential Apartment / Executive Apartment / Executive Floor / Villa No. \_\_\_\_\_ at Floor \_\_\_\_\_ in Building \_\_\_\_\_, “PRIMANTI Complex”, Gurgaon, Haryana and that we shall abide by the provisions of the Haryana Apartment Ownership Act, 1983, the rules made thereunder and the Bye-laws of the Association. We further undertake to comply with the decisions of the Apartment Owners’ Association taken by it from time to time. We also undertake to pay monthly subscription / common expenses or other fund or deposit in accordance with the decisions of the General Body / Board of Managers of the Association.

Date.....

Signature.....

Place.....

Full Name.....

(In Block Letters)

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s.Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**P R I M A N T I**

VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Second Applicant*

**ANNEXURE – I**

“\_\_\_\_\_ APARTMENT OWNERS ASSOCIATION”

Residential Apartment / Executive Apartment / Executive Floor / Villa No. \_\_\_\_\_

Block / Tower \_\_\_\_\_

\_\_\_\_\_,  
GURGAON, HARYANA

**MEMBERSHIP FORM**

**Detail of Property**

Building: \_\_\_\_\_ Residential Apartment / Executive Apartment / Executive Floor /

Villa No. \_\_\_\_\_

Super Area \_\_\_\_\_

**Details of Allottee / Owner:**

1. Name of Allottee / Owner: \_\_\_\_\_
2. Son / Daughter / Wife of: \_\_\_\_\_
3. Resident of: \_\_\_\_\_
4. Permanent Address: \_\_\_\_\_
5. Office Address \_\_\_\_\_
6. Telephone:
  - a. Residence: \_\_\_\_\_
  - b. Office: \_\_\_\_\_
  - c. Mobile: \_\_\_\_\_
7. E – mail: \_\_\_\_\_

**PARTICULARS OF TENANT, IF ANY:**

1. Name: \_\_\_\_\_
2. Son / Daughter / Wife of: \_\_\_\_\_
3. Resident of: \_\_\_\_\_
4. Permanent Address: \_\_\_\_\_
5. Office Address \_\_\_\_\_
6. Telephone:
  - a. Residence: \_\_\_\_\_
  - b. Office: \_\_\_\_\_
  - c. Mobile: \_\_\_\_\_
7. E – mail: \_\_\_\_\_

\_\_\_\_\_  
*For Tata Housing Development Co. Ltd. For M/s. Gurgaon Infratech Pvt. Ltd. For Ardent Properties Pvt. Ltd. For Landscape Structures Pvt. Ltd.*

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**PRIMANTI**

VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Second Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

**PRIMANTI**  
VILLAS AND RESIDENCES