



**cityhomes** GURGAON  
get more from life..

Apartment Buyer Agreement Between  
Vatika Limited  
And  
Name: .....

Address: .....

Unit No. .... Area (Sq. Ft.) .....

Please read carefully . . . . .

### **Important Information for the Allottee (s)**

Our esteemed applicants who are desirous of purchasing an Apartment in our group housing Complex 'City Homes' are requested to execute 2 (two) copies of the Apartment Buyer's Agreement for each Apartment desired to be purchased. The Apartment Buyer's Agreement sets forth in detail the terms and conditions of sale with respect to the Apartment and the Allottee will read all clauses of this Agreement carefully, understand his/ her obligations and liabilities and the Company's obligations and limitations contained therein.

The Allottee will sign on each page of the Apartment Buyers Agreement, execute and deliver to the company, within ten (10) days of receipt of the same together with all Annexures, Draft Maintenance Agreement and amounts due and payable as set forth in the schedule of payments. If the Allottee(s) fails to execute and deliver to the Company the Apartment Buyer's Agreement in its original form duly signed within ten (10) days of receipt, then the application of the Allottee shall, at the option of the Company, be treated as cancelled and the earnest money paid by the Allottee shall stand forfeited without any notice or reminders and the Allottee(s) shall be left with no right, title or interest in any form or manner in the Apartment provisionally offered to the Allottee(s).

The Apartment Buyer's Agreement will not be binding on the Company until executed by the Company through its authorized signatory. The Company will have the option to either accept or reject the signed Apartment Buyer's Agreement within thirty (30) days after receiving the same from the Allottee(s). If the Company decides to accept the Apartment Buyer's Agreement, then a signed copy of the Apartment Buyer's Agreement will be returned to the Allottee(s) for his/ her reference and record and one duly executed copy shall be retained by the Company. If the Apartment Buyer's Agreement is not executed by the Company and a copy not dispatched by registered post to the Allottee within ninety days from the date of its receipt from the Allottee by the Company then the application and the Apartment Buyer's Agreement shall be deemed to have been rejected by the Company and all sums deposited by the Allottee in connection therewith shall be refunded without any interest or compensation whatsoever and the Allottee(s) shall be left no right, title or interest in any form or manner in the Apartment provisionally offered to the Allottee(s).

The Company reserves the right to request the Allottee for additional information / supporting documents for identification, proof of residence, signature verification from Bank / PAN No etc. it may so desire concerning any Allottee(s). The Company may refuse to execute any Apartment Buyer's Agreement wherein the Allottee(s) has made any corrections/ cancellations/ alterations/ modifications or voluntarily made a false statement / declaration.. The Company reserves the right to reject any Apartment Buyer's Agreement executed by any Allottee(s) without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Apartment Buyers Agreement(s) as the case may be for one or more Apartment(s), to any person or entity and the decision of the Company shall be final and unchallengeable.

**To note that while executing the Apartment Buyer's Agreement**

- 1) Kindly sign along with joint Allottees, if any, on all places marked (x) in the Agreement including all Annexures.
- 2) Both signed copies of the Apartment Buyers Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD)/ hand delivery only within the time stipulated.
- 3) Kindly sign next to the tentative typical Apartment plan in Annexure I-A as applied by you.
- 4) Witness signatures to be done only at the place as specifically mentioned.

If We have read and understood the above instructions and all clauses of the Apartment Buyers Agreement, its Annexures etc. and If We now execute the Apartment Buyers Agreement being fully conscious of my/ our rights and obligations and limitations of the Company and undertake to faithfully abide by all the terms and conditions of the Apartment Buyers Agreement.

Signature of the Allottee(s)

**APARTMENT BUYER'S AGREEMENT : CITY HOMES**

THIS AGREEMENT is made at Gurgaon on this \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN**

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

**AND**

**(INDIVIDUALS)**

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

(\*To be filled in case of joint purchasers)

**(FOR PARTNERSHIP FIRMS)**

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

**(FOR COMPANIES)**

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

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

**COMPANY'S REPRESENTATIONS:**

- A. WHEREAS, the company in association with its group companies and Collaborators is the owner in possession having development rights of land admeasuring 7.67 acres being part of Rect No. 58 Kila No.2/2, 9, 8, 12, 13, 14, 17/1, 17/2, 17/3, 18/1, 18/2/1, 18/2/2, 19/1, 19/2, 23/1, 23/2, 24/1, 24/2, 25/2, 25/3/1, 25/3/1 situate in the revenue estate of Village Sihi, District Gurgaon presently Sector-83 Gurgaon (hereinafter referred to as the '**Said Land**'). The company had obtained LOI from the Director of Town and Country Planning Chandigarh for development of a plotted colony on land measuring 182.796 acres and subsequently obtained License bearing No. 113 issued on 01.06.2008. Further the company had obtained LOI vide Memo No. JD(BS)-LC-2224/2008/9072 dated 31.08.2009 from the Director of Town and Country Planning Chandigarh for development of a plotted colony on land measuring 98.781 acres and subsequently obtained License bearing No. 71 issued on 15.09.2010 falling in the revenue estate of Village Sihi, Shikohpur, Sikanderpur Badha Gurgaon and the Group Housing Colony '**City Homes**' being constructed on the said land is forming part of the said LOI (hereinafter referred to as the '**said Group Housing Complex**').
- B. AND WHEREAS the company is developing an integrated township by the name of '**Vatika India Next**' comprising of Villas, Apartments, Independent Floors and Residential Plots located adjacent to Delhi Jaipur Highway in Sectors 82, 82A, 83, 84 and 85 of the Gurgaon Manesar Urban Complex 2021. The said Group Housing Complex '**City Homes**' is part of the said integrated township. The tentative lay out plan of City Homes is annexed hereto and marked as **Annexure-I**.
- C. AND WHEREAS the company has clarified to the Allottee that this Agreement is confined and limited to in its scope only to the sale of residential apartments in the Group Housing Complex named '**City Homes**'.
- D. AND WHEREAS the company has specifically made clear that the lay out plan of '**City Homes**' is tentative and is subject to approval of Director Town & Country Planning, Haryana, (DTCP) Chandigarh and any changes / directions / conditions imposed by the DTCP while approving the proposed tentative lay out plan shall be binding on both the Allottee and the Company and the Allottee hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Allottee for the purpose of making any changes in order to comply with such directions / conditions and that the lay out plan as may be amended and approved by DTCP shall supersede the proposed tentative lay out plan as annexed herein shall automatically form part of this agreement as Annexure-I.
- E. AND WHEREAS the company has further clarified that the building plan is tentative and subject to the approval of the DTCP and any changes/directions/conditions imposed by the DTCP while approving the tentative building plan shall be binding on both the Allottee and the Company. Other statutory permissions/ approvals and sanctions shall be obtained by the company in due course.

- .. The Allottee hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Allottee for the purpose of making any changes in order to comply with such directions/ conditions/ changes. The Allottee shall specifically take note of this factual position and that he/she shall be entering into this Agreement with the full knowledge of the same.
- F. AND WHEREAS, the Company has represented and the Allottee has specifically noted that the performance of the Company of its obligation under this Agreement is contingent upon the approval of building plans of the said Complex by Director, Town & Country Planning, Haryana, Chandigarh and any subsequent amendments/ modifications in the building plans as may be made by the Company and approved by the office of Director General, Town & Country Planning, Haryana, Chandigarh from time to time.

#### **ALLOTTEE'S REPRESENTATIONS:**

- G. AND WHEREAS, the Allottee has applied to the Company for allotment of an apartment in the said housing complex as per the terms and conditions as set out in the application for the allotment of Apartment which are now being incorporated in this Agreement
- H. AND WHEREAS, the Allottee has demanded from the Company and the Company has allowed the Allottee inspection of title deeds of the land, tentative building plans and all other relevant details and the Allottee has confirmed that he/ she is fully satisfied in all respects with regard to the right, title and interest of the Company and its associates/ collaborators in the said Land on which the said housing Complex/ Building is being constructed and has understood all limitations and obligations of the Company in respect thereof. The Allottee has agreed that there shall be no further investigations by him/ her/ them in this regard and further that he/ she/ they is/ are fully satisfied of the competency of the Company to enter into this Agreement.
- I. AND WHEREAS, the Allottee acknowledges that the Company has readily provided all information/ clarifications as required by him/ her but that he/ she has not relied upon and is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents, brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Building or the Apartment or the size or dimensions of the Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities/ amenities to be made available to the Allottee(s) or any other data except as specifically represented in this Agreement and Application and that the Allottee has relied solely on his/ her own judgment and investigation in deciding to enter into this Agreement and to purchase the said Apartment. No oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self contained and complete in itself in all respects.
- J. AND WHEREAS, the Allottee confirms that he/ she has authorized the Company to treat this Apartment Buyer's Agreement executed by him/ her as cancelled in the event the building plans are not approved by the office of Director General, Town & Country Planning, Haryana, Chandigarh for any reason within twelve (12) months from the date of his/ her application or if after the building plan(s) is/ are approved, the Company may not be in a position to implement the said building plans for any reason beyond its control or if the Company abandons the project within a period of one year from the date of his/ her application and the Allottee confirms that he/ she has given irrevocable authority to the Company to refund by registered post, upon such non-approval/ cancellation/ abandonment but subject to he/ she not being in default under this Agreement, all amounts received

- from him/ her together with simple interest @ 8% calculated for the period for which such monies have been lying with the Company and that upon such refund by registered post, he/ she shall not have any further rights, claims, title, interest, charge, etc. against the Company or on any Flat (whether allotted or not) and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.
- K AND WHEREAS, the Allottee has confirmed to the Company that he/ she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said City Homes in general and the said housing Complex/ said Building(s) in particular and the terms and conditions contained in this Agreement and that he/ she has clearly understood his/ her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- L AND WHEREAS, the Company, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/ her application to allot a residential Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

**1. Price Payable for the Apartment and Details of items included in the Price**

**1.1 Allotment**

Upon the Allottee offering to purchase and the Company accepting the offer and agreeing to sell an apartment in the said Housing Complex, the Company hereby allots to the Allottee an Apartment as per the details given below together with indivisible pro-rata share in the land forming the footprint of the that building block in which the proposed Apartment shall be constructed.

S.No.	Description	Particulars
a	Apartment No.	
b	Floor	
c	Block	
d	Street / Avenue	
e	Complex	City Homes, Vatika India Next, Sector-83, Gurgaon
f	Super Area	
g	Car Park No.	To be allotted at the time of possession of the Apartment.

Hereinafter referred to as " SAID APARTMENT" and the building/ block in which the said apartment is located is being hereinafter referred to as "SAID BUILDING".

### 1.2. Consideration

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

S. No.	Particulars	Per. Sq.ft. (in Rs.)	Total (in Rs.)
i.	Basic Sale Price		
ii.	PLC		
iii.	EDC & IDC		
iv.	DMSD		
v.	Car Parking	Rs. _____ /- per car park	
vi.	Club Membership	Rs. _____ /-	
		Grand Total	

Other charges, such as stamp duty, registration charges, service tax on each installment, any other tax, imposition, cess, etc. shall be paid by the Allottee as and when applicable.

Note: "EDC" shall mean the External Development Charges and "IDC" shall mean Internal Development Charges as recoverable under the provisions of the applicable Act and shall include the interest thereon/ carrying cost of the Company/ Confirming Parties at the rate charged by the statutory authorities or 12% per annum whichever is higher.

The payment of all statutory dues including External Development Charges (EDC) and Infrastructure Development Charges (IDC) shall be charged over and above the Basic Sale Price of the said Apartment. Any enhancement in the same or any other such statutory dues by whatever name called, even with retrospective effect, shall be payable by the Allottee in proportion to the super area of the said Apartment to the total area of all such Apartments subjected to such EDC/ IDC. The pro-rata demand made by the Company to the Allottee with regard to such dues shall be final and binding on the Allottee. If the same is not paid within the stipulated time, such default shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Allotment/ Agreement and forfeit the Earnest Money along with the non-refundable amounts. If such statutory dues are levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Apartment and the Company shall have the first charge and lien over the said Apartment.

### 1.3 Preferential Location Charges

The Allottee hereby agrees to pay additionally towards Preferential Location Charges (PLC) for apartments located on Ground Floor to Fourth Floor, facing park/ landscape/ Club and/or for corner apartments at the rate as mentioned in Annexure III (already mentioned at 1.2 above). However, the Allottee has specifically agreed that if due to a change in the lay-out/ building plan, the said Apartment ceases to be preferentially located, the Company shall be liable to refund only the amount of preferential location charges paid by the Allottee and such refund shall be made/ adjusted in the last installment as stated in the Schedule of Payments given in **Annexure-III**. If due to any change in the lay-out/ building plan, the said Apartment becomes preferentially located, then the Allottee agrees to pay additional preferential location charges and other charges affecting the



- super area of the Apartment to the Company calculated at the rate applicable for such preferential location(s) or other parameters in the manner as stated hereinabove or as demanded by the Company. If for any reason whatsoever, the Company is not in a position or unable to provide a particular preferential location to an Allottee who has booked the apartment only for a particular preferential location, then such an allottee will be free to cancel the booking and seek refund of all the monies deposited by him/ her with the Company and the Company shall refund the same subject to deduction of non-refundable amounts such as interest on delayed payments, brokerages, administrative charges, service tax, cess deposited with the statutory authorities.

#### 1.4 Super Area of Apartment

It is made clear by the Company and the Allottee agrees that the sale price of the said Apartment has been calculated on the basis of its super area (as per the definition of super area given in **Annexure-II**) and that the super area stated in this Agreement is tentative and is subject to change till the construction of the said Building is complete. The final super area of the said Apartment shall be confirmed by the Company only after the construction of the said Building is complete. Upon completion of construction, the total price payable for the said Apartment shall be recalculated upon confirmation by the Company of the final super area of the said Apartment and any increase or decrease in the super area of the said Apartment shall be payable or refundable, as the case may be, without any interest, at the original rate per square ft. as agreed in clause (1.2) of this Agreement. If there is an increase in super area of the apartment, the Allottee agrees and undertakes to pay for the increase in super area immediately on demand by the Company and if there is a decrease in the super area of the apartment, then the refundable amount due to the Allottee shall be adjusted by the Company from the final installment as set forth in the Schedule of Payments in **Annexure-III**. The Allottee has assured the Company that after having agreed to the definition of super area given in Annexure-II as the basis for calculation of sale consideration of the said Apartment, he/ she shall not raise any dispute or make any claims etc. at a later date in this regard. All decision of the Company with regard to the determination of the Super Area of the apartment based on the certificate issued by the Architect shall be final and binding on the Allottee.

#### 1.5 Allocation of Apartment and Common Area

It is further clarified to the Allottee that the Company has calculated the total price payable for the said Apartment on the basis of its super area, which comprises of the Apartment area and pro-rata share of the common areas and facilities within the said Building only (as listed in Part A of **Annexure-IV**). The Company makes it abundantly clear to the Allottee that he/ she shall be entitled to the ownership rights and rights of usage of the said apartment only as per details given below.

- (i) The Allottee shall have ownership of the said Apartment consisting of the apartment area only. The apartment area is included in the computation of super area. The definition of apartment area is given in Annexure-II.
- (ii) The Allottee shall also have undivided proportionate share in the common areas and facilities within the said Building only (as listed in Part A of **Annexure-IV**). As the share of Allottee in the common areas and facilities is undivided and can not be separated this would require him/ her to use the common areas and facilities within the said Building harmoniously along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, it is clearly understood and agreed by the Allottee that even if the common areas and facilities within the said Building is included in the computation of super area, the right of the Allottee to use the common areas and facilities within the said Building shall always be subject to the timely payment of maintenance charges. It is further made abundantly clear and the Allottee has understood that he/ she

shall be entitled to undivided proportionate share in no other common areas and facilities except the common areas and facilities within the said building.

- (iii) In addition to the above, without any additional charge, the Allottee shall have the ownership of undivided proportionate share in the land underneath the said Building only (i.e. the land which is the foot print of the Building in which the said Apartment is situated). The undivided proportionate share of land underneath the said Building shall be calculated in the ratio of super area of the said Apartment to the total super area of all the apartments within the said Building only. It is made abundantly clear and agreed by the Allottee that no other land(s) is/ are forming part of this Agreement, and the Allottee shall have no right, no title, no interest of any kind whatsoever on any other land(s) except to the extent of using only such general commonly used areas and facilities within the said Complex limited to and precisely listed in Part-B of **Annexure-IV** subject, however, to the timely payment of maintenance charges by the Allottee.
- (iv) In addition to above though not forming part of the computation of super area, the Apartment Allottee shall also be entitled to use only, the general commonly used areas and facilities within the said Complex limited to and precisely listed in **Annexure-IV**, Part-B, which may be within or outside the land underneath the said Building earmarked as commonly used areas by all the occupants of all the buildings to be constructed on the said Portion of Land/ said Land. However, such general commonly used areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved open/ covered parking space individually allotted to the respective occupants for their use.

- 1.6
- (i) All other land(s), areas, facilities and amenities including those listed below, are specifically excluded from the scope of this Agreement and the Allottee shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities. Such lands, areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of super area for calculating the sale price and, the Allottee has not paid any money for use or ownership in respect of such lands, areas, facilities and amenities. The Apartment Allottee agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with the Company and their usage and manner/ method of use/ disposal etc. shall be at the sole discretion of the Company.
  - (ii) All lands except the general commonly used areas and facilities within the said Complex earmarked for common use limited to and precisely listed in Part B of **Annexure-IV** falling outside the land underneath the said Building in which the said Apartment is located including but not limited to those as listed in **Annexure- IV** Part C or any other facility or amenity as may be provided at the sole option and sole discretion of the Company or as may be provided in accordance with the directions of any competent authority(ies) including but not limited to schools, shops, facilities, amenities etc. even if provided in the stilt of the said Building, are specifically excluded from the scope of this Agreement and the Allottee shall have no ownership rights, no right of usage, no title, no interest or no claims whatsoever in such land(s), areas, facilities and amenities within the stilt of the said Building, the said Land or any where in City Homes complex. The Allottee hereby gives an irrevocable undertaking to the Company that he/ she shall never claim any rights, title nor any interest in these land(s), areas, facilities and amenities, including but not limited to those listed in **Annexure-IV**, Part C as they are specifically excluded from the scope of this Agreement and are not included in the computation of super area in any manner, and for which, the Apartment Allottee has not paid any money to the Company in any form or manner

whatsoever and that the Allottee agrees that he/ she shall not, at a later date, after execution of this Agreement, raise any claim or create any dispute in respect of such land(s), areas, facilities and amenities. The Company along with its Associates/ collaborators, as the owner of such lands, areas, facilities and amenities shall have the sole right and absolute authority to deal with the same in any manner including but not limited to creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode which the Company may deem fit in its sole discretion.

- (iii) All land(s) (other than usage of land(s) earmarked in the lay out plan as may be approved from time to time as public roads only for use by general public in City Homes) falling outside the periphery/ boundary of the said Portion of Land are clearly outside the scope of this Agreement and the Allottee shall have no ownership rights, no rights of use, no title or no interest of any kind whatsoever in such lands. The Company along with its Associates/ Collaborators as the owners of some of these lands, areas, facilities and amenities shall have the sole right and the absolute authority to deal in any manner including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion.
- (iv) The Allottee confirms and represents that he/ she has not made any payment to the Company in any manner whatsoever and the Allottee hereby agrees that the Company has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land underneath the said Building save and except the use of general commonly used areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Allottee. The Company has made clear to the Allottee that it shall be carrying out extensive developmental/ construction activities now and for long time in future in the entire area falling outside land underneath the said Building in which his/ her Apartment is located and that the Allottee has confirmed that he/ she shall not raise any objection or make any claims on account of inconvenience, if any, which may be suffered by him/ her due to such development/ construction or its incidental/ related activities. It is made clear by the Company and agreed by the Allottee that all rights including the rights of ownership of land(s), facilities and amenities (other than those within the said Building and the land underneath the said Building only) shall vest solely with the Company and the Company 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, which the Company may deem fit in its sole discretion. The Company relying in good faith on this specific undertaking of Allottee in this Agreement has agreed to allot the said Apartment and this undertaking shall survive through out the occupancy of the Apartment by the Allottee, his/ her legal representatives, successors, administrators, executors, assigns etc.

- 1.7 It is made clear by the Company and the Allottee agrees that the Common areas and facilities within the said Building are for common use of all the occupants of the said Building and that the general commonly used areas and facilities within the said complex which are outside the land underneath the said Building (excluding reserved parking areas) are for common use of occupants of all the buildings to be constructed on the said land. However, it is specifically made clear to the Allottee that his/ her right to use such common areas and facilities within the said Building and general commonly used areas and facilities falling outside the land underneath the said Building excluding

- reserved parking areas for exclusive use, but within the said complex shall be limited to the areas within the said complex as may be included in the Declaration which may be filed by the Company at its sole discretion in terms of the Haryana Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s) and the Allottee hereby agrees that such Declaration shall be binding upon the Allottee. The Allottee has assured the Company to faithfully abide by such declaration. The common areas and facilities within the said Building and the general commonly used areas and facilities within the said Complex shall be available for use by the Allottee subject to the timely payment of maintenance charges and the Allottee agrees that in the event of failure to pay maintenance charges on or before due date he/ she shall not have the right to use such common areas and facilities and such general commonly used areas and facilities.
- 1.8 It is made clear by the Company and understood by the Allottee that all other areas and facilities including but not limited to those as listed in Part C of **Annexure IV** or any other facility or amenity as may be provided by the Company at its sole option and discretion or provided in accordance with the direction of any competent authority(ies) and including but not limited to shops, facilities, amenities if provided at the Company's sole option and discretion in the stalls of the said Building are specifically excluded from the scope of this Agreement and, therefore, shall not form a part of the declaration to be filed in terms of Haryana Apartment Ownership Act 1983 or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provisions of any other applicable law(s).
- 1.9 The Allottee agrees that the reserved open/ covered parking space allotted to him/ her for exclusive use shall be understood to be together with the Apartment and the same shall not have independent legal entity detached from the said Apartment. The Allottee undertakes not to sell/ transfer/ deal with the reserved parking space independent of the said Apartment. The Allottee undertakes to park his/ her vehicle in the parking space allotted to him/ her and not anywhere else in the said Complex. It is specifically made clear and the Allottee agrees that the basement, if any, provided anywhere in the said Complex shall be kept reserved for services, use by maintenance staff etc. and shall not be used by the Allottee for parking his/ her vehicles except however in cases where reserved car parking rights are given in the basement(s). The Allottee agrees that all such reserved car parking spaces allotted to the occupants of the building(s)/ said Complex shall not form part of common areas and facilities of the said Apartment/ any building constructed on the said site for the purpose of the declaration to be filed by the Company under Haryana Apartment Ownership Act, 1983. The Allottee agrees and confirms that the reserved parking space allotted to him/ her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re possession etc of the said Apartment under any of the provisions of this Agreement.
- 1.10 Total price of the said Apartment mentioned in the schedule of payments in **Annexure-III** of this Agreement is inclusive of the cost of providing electric wiring and switches in each Apartment and fire fighting equipment in the common areas within the said Building/ said Complex as prescribed in the existing fire fighting code/ regulations under National Building Code 1983, amendment No. 3 of January, 1997. Power back-up may be provided subject to timely payment of maintenance charges by the Allottee from standby generators not exceeding 5 KWs per apartment and shall be in addition to normal power back up for the common areas and common services within the said Building. The total price of the said Apartment does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Allottee at his/ her own cost. If due to any subsequent legislation/ Govt. order, directives, guidelines or change/ amendments in

1. Fire Fighting Code including the National Building code or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Allottee undertakes to pay within thirty (30) days from the date of written demand by the Company, the additional expenditure incurred thereon along with other Allottees in proportion to the super area of his/ her Apartment to the total super area of all the Apartments in the said Building/ said Complex as determined by the Company.

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

That the Allottee agrees to pay directly or if paid by the Company then reimburse to the Company on demand, Govt. rates, property taxes, wealth tax, any other tax / duty / charge of all and any kind by whatever name called, whether levied or leviable now or in future on this Agreement or on the said Complex and/ or buildings(s) constructed on the said Land or the said Apartment, as the case may be, as assessable/ applicable from the date of application of the Allottee and the same shall be borne and paid by the Allottee in proportion to the Super Area of the said Apartment to the super area of all the Apartments in the said Building/ said Complex as determined by the Company. Further, the Allottee shall be liable to pay from the date of his/ her application house-tax/ property-tax, or any other tax, fee or cess as and when levied by any statutory Body or Authority and so long as the said Apartment of the Allottee is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Allottee in proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Building/ said Complex as determined by the Company. Those taxes, fees, cesses etc shall be paid by the Allottee irrespective of the fact whether the maintenance is carried out by the Company or its Nominee or any other Body or Association of all or some of the Apartment owners.

**3. Amount paid by Allottee till date**

That the Allottee has paid a sum of Rs. \_\_\_\_\_ till date, the receipt of which the Company doth hereby acknowledge and the Allottee shall and doth hereby agree to pay the remaining price of the Apartment as mentioned in clause no. 1.2 above towards sales consideration of the said Apartment and as prescribed in Schedule of Payments / **Annexure – III** attached with this Agreement along with all other charges, securities etc. as may be demanded by the Company within the time and in the manner specified therein.

**4. Earnest Money**

The Allottee has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him/ her for the said Apartment and the reserved parking space allotted to him/ her, the Company shall treat **10% of the total consideration amount + brokerage if any paid by the Company in respect of the Apartment allotted herein**, as earnest money to ensure fulfillment, by the Allottee, of the terms and conditions as contained in the application and this Agreement. The Allottee hereby agrees that the Company shall be entitled to forfeit out of the amounts paid/ payable by him/ her, the earnest money as aforementioned together with any interest paid, due or payable, and other amount of a non-refundable nature in the event of the failure of the Allottee to perform his/ her obligations or fulfill all the terms and conditions set out in the application and/ or this Agreement executed by the Allottee including but not limited to the occurrence of any event of default as described in Clause (12) of this Agreement or in the event of failure of the Allottee to sign and return this Agreement in its original form to the Company within thirty (30) days from the date of its dispatch by the Company. Thereafter the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said Apartment. The company shall thereafter be free to resell and/ or deal

with the said Apartment in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Allottee by the Company only after realizing such amounts from resale of the said Apartment but without any interest or compensation of whatsoever nature. The Allottee agrees that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the conveyance deed for the said Apartment and that the Allottee hereby agrees that the Company shall effect such forfeiture without any notice to the Allottee and the Allottee has agreed to this condition to indicate his/ her commitment to faithfully abide by all the terms and conditions contained in his/ her application and this Agreement.

5. **Mode of Payment**

That the Allottee shall make all payments in time in terms of Schedule of Payments as given in **Annexure-III** annexed to this Agreement and as may be demanded by the Company from time to time and without any reminders from the Company through A/c Payee Cheque(s)/ Demand Draft(s) in favour of M/s Vatika Ltd. payable at Gurgaon. However the Company will send intimation to the Allottee regarding reaching of a particular construction landmark referred to in the Schedule of Payments. The Intimation/demand notice sent through reputed Courier and/or e mail shall be considered as sufficient intimation to the Allottee.

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

The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate the same in writing to the Company and the concerned authorities immediately.

7. **Adjustment/Appropriation of Payments**

The Allottee authorizes the Company to adjust/ appropriate all payments made by him/ her under any head(s) of dues against outstanding if any in his/ her name as the Company may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the company to adjust such payments in any manner otherwise than as decided by the Company in its sole discretion.

8. **Time is the Essence**

Time is the essence with respect to the Allottee's obligations to pay the price of the said Apartment in accordance with the Schedule of Payments as given in **Annexure III** along with other payments such as applicable stamp duty, registration fee, interest free maintenance security deposit and other charges, taxes, cesses as stipulated under this Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also perform or observe all the other obligations of the Allottee under this Agreement. It is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the Company to send demand notices / reminders regarding the payments to be made by the Allottee as per Schedule of Payments or obligations to be performed by Allottee however the Company shall intimate the Allottee about completion of the construction linked milestone and due date for payment of the installment linked

with those construction link milestones. However, in case of any default/ delay in the payments by the Allottee, the Company may, at its sole option and discretion, without prejudice to its rights as set out in Clauses (4) and (12) of this Agreement, waive the breach by the Allottee in not making payments as per the Schedule of Payments but on the condition that the Allottee shall pay to the Company interest which shall be charged @ 18 % per annum for the period of delay. It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one Allottee shall not be construed to be a precedent and/ or binding on the Company to exercise similar discretion in the case of other Allottees.

#### 9.1 **Construction of the said Building/ said Apartment/ said Complex**

The Allottee has seen and accepted the Schedules of payment, tentative layout plan of City Homes, tentative building plan, tentative specifications, which are subject to change at the sole option and discretion of the Company and the Allottee has accepted and consented to this condition. The construction of the said Building/ said Complex and the said Apartment including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications as given in **Annexure-V** subject to the right of the Company to amend the specifications in order to substitute materials, plants and equipments or fixtures of similar quality or subject to any direction from competent authority or due to force-majeure, conditions or reasons beyond control of the Company and the Allottee hereby agrees to this condition. The Allottee has further authorized the Company to carry out, on his/ her behalf, such additions, alterations, deletions and modifications in the building plans, floor plans, change in specifications etc. including the number of Apartment floors as the Company may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time thereafter till the grant of an occupation certificate. The possession of the Apartment shall be the conclusive evidence (issued for the said Building or for the said Complex as the case may be) that the Building/ Complex and the said Apartment have been fully completed in accordance with the plans and specifications as annexed to this Agreement or any modifications thereof and the Allottee agrees that after possession he/ she shall not make any claim against the Company in respect of any item of work in the said Apartment which may be alleged not to have been carried out or completed or in respect of any design, specifications, building materials used or for any other reason whatsoever. A copy each of the tentative lay out plan of City Homes & tentative typical Apartment plan is attached to this Agreement as **Annexures I and IA**.

#### 9.2 **Major Alteration/ Modification**

It is agreed between the parties that in case of increase / decrease in the super area of the said apartment upto  $\pm 10\%$ , the same shall be within the permissible limit and the price of the same shall be adjusted accordingly in the last installment. However, in case of any major alteration/ modification resulting in excess of  $\pm 10\%$  change in the super area of the said Apartment or material/ substantial change in the specifications, any time prior to and or upon taking over of the possession, the company shall intimate the Allottee in writing the changes thereof and the resultant change, if any, and the difference in the price of the said Apartment to be paid by him or refunded to him by the Company as the case may be. The Allottee agrees to inform to the Company his/ her written consent or objections to the changes within thirty (30) days from the date of dispatch by the Company of such notice failing which the Allottee shall be deemed to have given his/ her full and unconditional consent to all such alterations/ modifications and for payments, if any to be paid in consequence thereof. If the written notice of Allottee is received by the Company within thirty (30) days of intimation in writing by the Company indicating his/ her rejection / non-consent/ objections

to such alternations/ modifications as intimated by the Company to the Allottee, then, in such case alone the Company may at its sole option and discretion decide to cancel this agreement without further notice and in such event the Company shall refund the entire money received from the Allottee excluding interests on delayed payments and non-refundable deposits (such as brokerage, service tax, etc) with simple interest @ 8% per annum within ninety (90) days from the date of intimation received by the Company from the Allottee and upon dispatch of such refund by registered post, the Company shall be released and discharged from all its obligations and liabilities under this Agreement and the Allottee agrees and authorizes the Company to resell or deal with the said Apartment and the parking space thereafter in any manner whatsoever at the Company's sole discretion.

#### **10.1 Schedule for Possession of the said Apartment**

The Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/ said Apartment within a period of 4 (Four) years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in Clauses (11.1), (11.2), (11.3) and Clause (39) or due to failure of Allottee(s) to pay in time the price of the said Apartment along with all other charges and dues in accordance with the schedule of payments given in Annexure III or as per the demands raised by the Company from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this Agreement.

#### **10.2 Procedure for taking possession**

The Company, upon obtaining certificate for occupation & use from the competent authority(ies) shall offer in writing to the Allottee to take over, occupy and use the said Apartment in terms of this Agreement within thirty (30) days from the date of issue of such notice and the Company shall hand over the said Apartment to the Allottee for his/ her occupation and use subject to the Allottee having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation's etc as may be prescribed by the Company in this regard.

#### **10.3 Failure of Allottee to take Possession**

Upon receiving a written intimation from the Company in terms of Clause (10.2) above, the Allottee shall within the time stipulated by the Company in the notice, take over the possession of the said Apartment from the Company by executing necessary Indemnities, Undertakings, Tripartite Maintenance Agreement and such other documentation as the company may prescribe and the company shall after satisfactory execution of such documents and payment by Allottee of all the dues under this Agreement permit the Allottee to occupy and use the said Apartment. If the Allottee fails to take over the Apartment as aforesaid within the time limit prescribed by the Company in its notice, then the said Apartment shall lie at the risk and cost of the Allottee and the Company shall have no liability or concern thereof. Further it is agreed by the Allottee that in the event of his/ her failure to take over the said Apartment in the manner as aforesaid, then the company shall have the option to cancel this Agreement and avail the remedies as stipulated in Clause (12) of this Agreement or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee in taking over the said Apartment in the manner as stated in this clause on the condition that the Allottee shall pay to the Company holding charges @ Rs. 7.50/- (Rupees Seven and Fifty Paise only) per sq. ft. of the super area plus the



common area maintenance charges of the said Apartment per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Apartment till the entire holding charges with applicable overdue interest, if any, at the rates as prescribed in this agreement are fully paid. It is made clear and the Allottee agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges/expenses as provided in this Agreement including expenses required to restore the Said Unit into habitable condition that may have deteriorated because of the delay in taking over the possession by the Allottee. Further, the Allottee agrees that in the event of his/ her failure to take over the said Apartment within the time stipulated by the Company in its notice, he/ she shall have no right or any claim in respect of any item of work in the said Apartment which he/ she may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that he/ she shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Apartment/ said Building/ said Complex.

**11.1 Delay due to reasons beyond the control of the Company.**

If, however, the completion of the said Building/ said Complex is delayed by reason of non-availability of steel and/ or cement or other building materials or water supply or electric power, man power or slow down, strike or due to dispute with the construction agency(ies) employed by the Company, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery for possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/ or any other Public or Competent Authority or due to delay in sanction of building/ zoning plans/ grant of completion/ occupation certificate by any Competent Authority or for any other reasons beyond the control of the Company then the Allottee agrees that the Company shall be automatically entitled to the extension of time for delivery of possession of the said Apartment. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Company so warrant, the Company may suspend the Scheme for such period as it may consider expedient and the Allottee agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause (11.5) of this Agreement during the period of suspension of the Scheme).

**11.2 Failure to deliver possession due to non-approval of Building/Sectoral/Other Plans**

The Allottee has applied for the allotment of the said Apartment with the specific knowledge that the building plans for the said Complex/ said Buildings are yet to be approved by the competent authority(ies). The Allottee confirms that he/ she has authorized the Company to treat this Apartment Buyer's Agreement executed by him/ her as cancelled in the event the Building / other plans are not approved by office of Director General, Town & Country Planning, Haryana, Chandigarh within twelve (12) months from the date of his/ her application or if after the building plans are approved, the Company is not in a position to implement the said Building plans for any reason within a period of one year from the date of his/ her application or if the Company abandons the project and the Allottee confirms that he/ she has given irrevocable authority to the Company that upon such cancellation/ abandonment and subject to Allottee not being in default under this Agreement and to refund by registered post, all amounts received from him/ her together (except for interest for delayed payments and other non-refundable sums) with simple interest thereon @ 8% p.a. calculated for the period for which such monies have been lying with the Company and upon dispatch of such refund by registered post, the Allottee agrees that he/ she shall not have further rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

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

That if as a result of any law that may be passed by any legislature or Rule, Regulation or Order or Notification that may be made and/ or issued by the Government or any other Authority including a Municipal Authority, the Company is unable to complete the construction of the said Apartment/ said Building/ said Complex, then the Company may, if so advised, though not bound to do so, at its discretion challenge the validity, applicability and / or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and I or Authority, In such a situation, the money(ies) paid by the Allottee in pursuance of this Agreement, shall continue to lie with the Company and the Allottee agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/ Tribunal(s) / Authority(ies). However, the Allottee may, if he/ she so desires, become a party along with the Company in such litigation to protect Allottee's rights arising under this Agreement. In the event of the Company succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned Legislation/ Order/ Rule/ Regulation/ Notification not succeeding and the said legislation / Order / rule / regulation becoming final, absolute and binding, the Company will, subject to provisions of law/ court order, refund to the Allottee, the amounts attributable to the said Apartment (after deducting interest on delayed payments and interest paid, due or payable, any amount of non-refundable nature) that have been received from an Allottee by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Allottee agrees to accept the Company's decision, in this regard to be final and binding. Save as otherwise provided herein the Allottee shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.

### **11.4 Failure to deliver Possession by the Company : Remedy to Allottee**

If for any reasons other than those given in Clauses (11.1), (11.2), (11.3) supra Clause (39) and reasons beyond the control of the Company, the Company shall be unable to or fails to deliver possession of the said Apartment to the Allottee within four years from the date of execution of this Agreement or within any extended period or periods envisaged under this Agreement, then in such case, the Allottee shall be entitled to give notice to the Company, within ninety (90) days from the expiry of said period of Four years or such extended periods, as the case may be, for terminating this Agreement. In that event the Company shall be at liberty to sell and/ or dispose off the said Apartment and the allotted parking space to any other party at such price and upon such terms and conditions as the Company may deem fit without accounting for the same in respect thereof to the Allottee. Thereafter the Company shall within ninety (90) days from the date of the realisation of the sale price after sale of the said Apartment and the parking space refund to the Allottee, without any interest, the balance from the amounts paid by him/ her in respect of the said Apartment and the parking space without deduction of earnest money but after deduction of any interest paid, due or payable and any other amount of a non-refundable nature. The Allottee agrees that he/ she shall have no other claim against the Company in respect of the said Apartment and parking space under this Agreement. If the Allottee fails to exercise his/ her right of termination within the time limit as aforesaid, by delivery to the Company of a written notice acknowledged by the Company in this regard then he/ she shall not be entitled to terminate this Agreement thereafter and he/ she shall continue to be bound by the provisions of this Agreement.

### **11.5 Failure to deliver Possession: Remedy to the Company**

The Allottee agrees that in consequence of the Company abandoning the Scheme or becoming unable to give possession within four years from the date of execution of this agreement or such extended periods as permitted under this Agreement, the Company shall be entitled to terminate this Agreement whereupon the Company's liability shall be limited to the refund of the amounts paid by the Allottee with simple interest @ 8% per annum for the period such amounts were lying with the Company and to pay no other compensation whatsoever.

Further incase the Company is unable to give possession within four years from the date of execution of this agreement or such extended periods as permitted under this Agreement for any reasons other than those provided in Clauses (11.1), (11.2), (11.3), Clause (39) or the reasons beyond Company's control, the Company agrees to pay only to the Allottee first named in this Agreement and not to any one else and subject to the Allottee not being in default under any term of this Agreement, compensation @ Rs. 7.50/- per sq. ft of the super area of the said Apartment per month for the period of such delay beyond four (4) years or such extended periods as permitted under this Agreement. The adjustment of such compensation shall be done only at the time of conveyance of the said Apartment to the Allottee first named in this Agreement and not earlier.

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

It is specifically made clear to the Allottee that all defaults, breaches and/ or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. With a view to acquaint the Allottee some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i) Failure to make payments within the time as stipulated in the Schedule of Payments as given in Annexure III and failure to pay the stamp duty, legal, registration any incidental charges, any increases in security including but not limited to Interest Free Maintenance Security (IFMS) as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Company to the Allottee under the terms of this Agreement and all other defaults of similar nature.
- ii) Failure to pay any increase in the EDC / IDC charges or any statutory dues.
- iii) Failure to perform and observe any or all of the Allottee's obligations including those contained in [12(i)] above as set forth in this Agreement or if the Allottee fails to execute any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any set forth in any other Agreement with the Company in relation to the said Apartment.
- iv) Failure to take over the said Apartment for occupation and use within the time stipulated by the Company in its notice.
- v) Failure to execute the conveyance deed within the time stipulated by the Company in its notice.
- vi) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company, its nominee other Body or Association of Apartment Owners,
- vii) Failure pursuant to a request by the Company, in terms of Clause (25) of this Agreement to become a member of the Association of Apartment Owners at the said Building/ said Complex or to pay subscription charges etc, as may be required by the Company or Association of Apartment Owners, as the case maybe.
- viii) Assignment of this Agreement or any part of this Agreement without prior written consent of the

- ... Company.
- ix) Dishonor of any cheque(s), given by Allottee for any reason whatsoever.
  - x) Sale/ transfer/ disposal of/dealing with, in any manner, the reserved parking space independent of the said Apartment.
  - xi) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit / agreement / indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee.

Upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, at its sole discretion decide, by notice to the Allottee, to cancel this Agreement. If the Company elects to cancel this Agreement, the Allottee shall have thirty (30) days from the date of issue of notice of cancellation by the Company to rectify the default as specified in that notice. The Allottee agrees that if the default is not rectified within such thirty (30) days, this Agreement shall be automatically cancelled without any further notice and the Company shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with other Non-Refundable amounts o.g. the interest on delayed payments, any brokerage paid/ due to payable, service tax, any other tax/ cess paid to statutory authorities etc. The Allottee agrees that upon such cancellation of this Agreement the Company will be released and discharged of all liabilities and obligations under this Agreement and the Allottee hereby authorizes the Company that the said Apartment and the car parking space may be sold to any other party by the Company or dealt in any other manner as the Company may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Allottee for any of the proceeds of such sale. In the event of the Company electing to cancel this Agreement any amount which shall prove to be refundable to the Allottee over and above the amounts retained as liquidated damages such as the earnest money, interest on delayed payments, any brokerage paid, due or payable, any other amount of non-refundable nature, shall be refunded by the Company only after realizing such refundable amount on further sale/ resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Company by registered post, the Allottee shall be left with no right, title, interest or lien over the said Apartment and the car parking space in any manner whatsoever.

### 13 **Conveyance of the said Apartment**

The Company/ its Associates/ Companies shall prepare and execute along with the Allottee a conveyance deed to convey the title of the said Apartment in favour of Allottee but only after receiving full payment of the total price of the Apartment and the parking space allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed instalments stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Company from time to time prior to the execution of the Conveyance Deed. If the Allottee is in default of any of the payments as set forth in this Agreement then the Allottee authorizes the Company to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues to the Company is made by the Allottee and agrees to bear the consequences. The Allottee undertakes to execute Conveyance Deed within the time stipulated by the Company in its written notice failing which the Allottee authorizes the Company to cancel the allotment and terminate this Agreement in terms of Clause (12) of this Agreement and to forfeit out of the amounts paid by him/ her the earnest money, delayed payment

of interest any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed in Clause (12) Supra. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 or any amendments thereof including any actions taken or deficiencies / penalties imposed by the competent authority (ies). Any increase / decrease in the Stamp Duty charges during the period when the case for execution of the Conveyance Deed of the allotted flat is being processed by the Company shall be borne by / refunded to the Allottee

#### 14.1 **Maintenance of the said Building/said Complex/said Apartment**

In order to provide necessary maintenance services, the Company shall, upon the completion of the said Building / said Complex, shall provide the maintenance of the said Building / said Complex by itself or hand over to any other nominee including other Body or Association (hereinafter referred to as the "Maintenance Company/ Agency") as the Company in its sole discretion may deem fit. The Allottee hereby agrees to execute a separate Maintenance Agreement (draft given in **Annexure VI** to this Agreement). This Agreement shall not be deemed to be executed till the draft Maintenance Agreement, which has a binding effect, is signed and returned with this Agreement. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement from time to time. The Company reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution.

#### 14.2 **Interest Free Maintenance Security Deposit (IFMSD)**

In order to secure due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency/ company, the Allottee agrees to deposit as per the schedule of payment and to always keep deposited with the Company/ Maintenance Company an Interest Free Maintenance Security Deposit (IFMSD) calculated at the rate of Rs. 50/- per square ft. of the super area of the said Apartment. In case of failure of the Allottee to pay the maintenance bills, other charges on or before the due date, the Allottee in addition to permitting the Company/Maintenance Company to deny him/ her the right to avail the maintenance services, also authorizes the Company to adjust maintenance security deposit against such defaults. If due to such adjustment, the IFMSD falls below the agreed sum of Rs.50/- square ft. of the super area of the said Apartment, then the Allottee hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Company. The Company/ Maintenance Company reserves the right to increase the IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Company. If the Allottee fails to pay such increase in the IFMSD or to make good the shortfall as aforesaid on or before its due date, then the Allottee authorizes the Company to charge interest @ 18% p.a. for the period of such delay and to stop/ disconnect all maintenance services to the said Apartment till such sums due alongwith interest as stipulated hereinabove are paid by the Allottee. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IFMSD as stipulated in this clause shall survive the conveyance of title in favour of Allottee and the Company shall have first charge/ lien on the said Apartment in respect of any such non-payment of shortfall/ increases as the case may be which shall be recoverable as arrears.

#### 14.3 **Payment of deposits & charges for bulk supply of Electrical Energy**

If the Company or the maintenance company/ agency decides to apply for and thereafter receives permission from Dakshin Haryana Bidyut Vitaran Nigam Ltd. (DHBVNL) or from any other body/

Commission/ Regulatory/ Licensing Authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the said complex, then the Allottee undertakes to pay on demand to the Company, proportionate share as determined by the Company of all deposits and charges paid/ payable by the Company or the maintenance agency/company to DHBVNL or such authority/Body failing which the same shall be treated as unpaid portion of the total price payable by the Allottee for the said Apartment and the conveyance of the said Apartment shall be withheld by the Company till full payment thereof is received by the Company from the Allottee. Further the Allottee agrees that the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said Apartment till full payment of such deposits and charges is received by the Company or the Maintenance Company / agency. Further, in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/direct electrical supply connection directly from Dakshin Haryana Vidyut Prasaran Nigam Ltd., or any other body responsible for supply of electrical energy. An undertaking in this regard executed by the Allottee is attached as **Annexure VIII** to this Agreement. The Allottees agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time

#### **14.4 Fixation of total Maintenance Charges**

The total maintenance charges as more elaborately described in the Maintenance Agreement will be fixed by the Maintenance Agency/ Company taking into consideration various inputs/ overheads/ charges in its sole discretion. Maintenance charges would be levied from the date of handing over the possession of the Apartment and the Allottee undertakes to pay the same promptly. The estimates/ calculations of monthly maintenance charges by the Maintenance Agency/ Company shall be final and binding on the Allottee. The maintenance charges alongwith taxes, if any, shall be recovered on monthly intervals or as may be decided by the maintenance agency/ company. The Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the maintenance agency/ company.

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

That as and when any Plant and Machinery within the said Complex/ said Building, as the case may be, including but not limited to Lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc require replacement, up-gradation, additions etc, the cost thereof shall be contributed by all the Allottees in the said Building/ said Complex on pro-rata basis (i.e in proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Building/ said Complex, as the case may be). The Company or the maintenance company/agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc including its timings or cost thereof and the Allottee agrees to abide by the same.

#### **14.6 Right of Allottee to use common areas and facilities subject to payment of total maintenance charges**

The Allottee hereby agrees to purchase the said Apartment on the specific understanding that his/her right to the use of common areas and facilities within the said Building/ said Complex and right to exclusive use of covered/open parking space, if allotted, shall be subject to timely payment of total Maintenance Charges as billed by the Maintenance company/agency and performance by the Allottee of all his/ her obligations under this Agreement and the Maintenance Agreement. If the maintenance charges are not paid by the Allottee regularly and on or before its due date, then the

- ~ Allottee agrees that he/ she shall have no right to use such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants are observed, the Allottee shall be entitled to use such common areas & facilities and the exclusive use of parking space, if allotted.

**14.7 Right to Enter the Said Apartment for Repairs**

In addition to the Company's and the maintenance company's/ agency's rights of unrestricted usage of all common areas & facilities and parking spaces for providing necessary maintenance services, the Allottee agrees to permit the Company or the maintenance agency to enter into the said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Apartment or the defects in the Apartment above or below the said Apartment. Any refusal of the Allottee to give such right will be deemed to be a violation of this Agreement and the Company shall be entitled to take such actions as it may deem fit. In case of any emergency/ exigency like fire/ short circuit, etc. no notice shall be required to be given by the Company/ Maintenance Agency to the Allottee and the officers/ personnel of Company/ Maintenance Agency shall have all rights to enter in or break open the door of the Apartment to meet such exigency.

**14.8 Insurance of the said Building**

The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant acts by the Company or the maintenance company/ agency on behalf of the Allottees and the cost thereof shall be payable by Allottee separately or as the part of the maintenance bill raised by the maintenance company/ agency but contents inside each Apartment shall be insured by the Allottee at his/ her own cost. The cost of insuring the Building structure shall be recovered from the Allottee as a part of total maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

**15. Use of Basement and Service areas**

The basement(s) and service areas, located within the said Building/ said Complex, shall be earmarked by the Company to house services including but not limited to Electric Sub-Station, Transformers, DG Sets, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment's etc and other permitted usage as per Zoning Plans/ Building Plans. The Company may also, in its absolute discretion, earmark areas in the Basement(s) for reserved/ dedicated car parking for the staff of the Maintenance Company/ its own staff or for individual allottees. The Allottee shall not be permitted to use the Basement and service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance company/ agency and its employees for rendering maintenance services. The Allottee shall keep the Company indemnified and harmless against any breach/ violation of the terms hereof.

**16. Use of the said Apartment**

The Allottee shall not use the said Apartment for any purpose other than residential or in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Building/ said

Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause damage to any flooring or ceiling or services of any Apartment over/ below/ adjacent to the said Apartment) or anywhere in the said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee hereby agrees to indemnify the Company against any penal action, damages or loss due to misuse for which the Allottee / occupant shall be solely responsible. If the Allottee uses or permits the use of the said Apartment for any purpose other than residential, then the Company shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Apartment and the Allottee has agreed to this condition.

**17. Use of Terraces**

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

**18. General compliance with respect to the said Apartment**

That the Allottee shall, after the expiry of period as stipulated in Clause (10.2) be solely responsible to maintain the said Apartment at his/ her own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Building, or the said Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or Rules of any Authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the Building in which the said Apartment is located is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon-light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Building or common areas. Air conditioners/ coolers etc. shall be installed by the Allottee at places earmarked or approved by the Company and nowhere else and the Allottee shall ensure that there is no water leakage from them. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of doors and windows etc. or carry out any change in the exterior elevation or design. The Non-observance of the provisions of this clause shall entitle the Company or the maintenance agency to enter the Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**19. Compliance of Laws, Notifications etc. by Allottee**

The Allottee is entering into this Agreement for the allotment of a residential Apartment with the full knowledge of all laws, rules, regulations, notifications, applicable to City Homes in general and the said Apartment in particular. The Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Apartment the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Authority/ Government or any other Competent Authority in respect of the said Apartment / Building at his/ her own cost and keep the Company indemnified, secured and



19. harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
20. **Alterations of unsold units**  
The Company shall have right, without any approval of any Allottee in the said Building to move any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the said Building and the Allottee agrees not to raise objections or make any claims on this account.
21. **EWS Flats/ Dwelling Units, Schools, Shops, Commercial Premises/ Building etc.**  
If stipulated in the terms of the Deed of License and the bilateral agreement executed between the Company and the Government of Haryana, it is required to earmark a portion of the said Land as the case may be, for the construction of flats/ dwelling units for Economically Weaker Sections (EWS) of the society, schools, shops, commercial premises/ buildings etc. in such a case, it is a condition of this Agreement agreed to by the Allottee that he/ she shall have no right, no title or no interest in any form or manner in the EWS flats/ dwelling units, schools, shops, Commercial premises/ buildings etc. and/ or the area of land earmarked for EWS flats/ dwelling units, schools, shops, commercial premises/ buildings etc. and/ or facilities provided therein. Further the Allottee hereby agrees that he/ she shall not have any claim or right to any Commercial premises/ buildings or interfere in the manner of booking, allotment of sale of flats/dwelling units for EWS, schools, shops, commercial premises/ buildings or in the operation and management of shops, commercial premises/ buildings etc. The Company shall enter into a separate agreement with Allottees of EWS flats/ dwelling units, schools, shops, Commercial premises/ buildings etc. for the purpose of sale of such flats/ dwelling units, shops, commercial premises/ buildings etc. and the Allottee confirms that he/ she has specifically noted the same.
22. **Right of the Company to make additional constructions**  
The Allottee agrees and authorizes the Company to make additions to or put up additional structures in/ upon the said Building or Additional Apartment Building(s) and/ or structures anywhere in the said Complex/ said Portion of Land as may be permitted by the competent authorities and such additional Apartment Building(s) /structures shall be the sole property of the Company which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee(s). The Allottee agrees that the Company, at its cost, shall be entitled to connect the electric water, sanitary and drainage sources. The Allottee further agrees and undertakes that he/she shall after taking possession of the said Apartment or at any time thereafter, not subject to the Company constructing or continuing with the construction of the other building(s)/blocks outside /adjacent to the said Building or inside the said Complex/said Portion of Land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure required for the said Complex is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.
23. **Company's right to raise finance**  
The Allottee hereby authorizes and permits the Company to raise financial loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by charge/ mortgage of the said Apartment/ said Building/ said Complex/ said Land/ said

Portion of the Land subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of conveyance deed. The Company/ Financial Institution/ Bank shall always have the first charge on the said Apartment for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Company for the purpose of the construction of the said Building/ said Complex.

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

The Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Agreement or any money deposited hereunder by the Allottee. In furtherance and not in limitation of the provisions of the preceding sentence the Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Apartment or excuse the Allottee from completing the payment of the price of the said Apartment or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the conveyance deed the said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever.

**25. Company's charge on the said Apartment**

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

**26. Purchase not dependent on financing contingency**

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

**27. Haryana Apartment Ownership Act, 1983**

The Allottee has confirmed and assured the Company prior to entering into the Agreement that he/ she has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that he/ she is in full agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

The said Apartment and the building in which it is located shall be subjected to Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and

facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Company in the Deed of Declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act 1983 shall be conclusive and binding upon the apartment owners and the Allottee agrees and confirms that he shall sign and file his own counter part of Deed of Apartment in the prescribed format to be furnished for signature at the time of taking over possession or at such other appropriate time as may be decided by the Company from time to time in this regard.

28. **Association of Apartment Owners**

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

29. **Binding Effect**

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until firstly, the Allottee signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the Schedule of Payments in **Annexure III** within ten (10) days from the date of dispatch by the Company and secondly a copy of this Agreement executed by the Company through its authorized signatory is delivered to the Allottee within thirty (30) days from the date of receipt of this Agreement by the Company from the Allottee. If the Allottee(s) fails to execute and deliver to the Company this Agreement within 10 (ten) days from the date of its dispatch by the Company, then the application of the Allottee shall be treated as withdrawn and the earnest money paid by the Allottee shall stand forfeited at the option of the Company. If the counter part of this Agreement is not executed by the Company and dispatched to the Allottee within thirty (30) days from the date of its receipt from the Allottee, then this Agreement shall be deemed to have been rejected and cancelled at the option of the Company and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities against the other.

30. **Agreement not assignable**

This Agreement or any interest of Allottee in this Agreement shall not be assigned by the Allottee without prior written consent of the Company which consent may be given or denied by the Company in its sole discretion and shall be subject to applicable laws and notifications or any governmental directions as may be in force and further subject to the terms, conditions and administrative charges as the Company may impose. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Company to cancel this Agreement and to avail of remedies as set forth in clause (12) of this Agreement. It is also made clear to the Allottee that at present under executive instructions of the competent authority any nomination/ transfer/ assignment of allotted Apartment by the Allottee is not permitted.

31. **Entire Agreement**

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

32. **Right to amend Annexures**

The draft Maintenance Agreement is attached to this Agreement to acquaint the Allottee with some of the terms and conditions as may be stipulated in this document as and when it is finally executed at the appropriate time as notified by the Company. The Allottee hereby confirms that he/ she consents to the terms and conditions contained in this draft which shall substantially be the same in the final document to be executed at the appropriate time as notified by the Company. The Allottee further agrees that the Company shall have the right to impose additional terms and conditions or to modify/ amend/ change the terms and conditions as stated in this draft in the final document to be executed at the appropriate time. The Company further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to conveyancing of the said Apartment, as deemed necessary by the Company at its sole discretion.

33. **Agreement Specific only to this Apartment/ Project**

It is clearly understood and agreed by the Allottee that the provisions of this Agreement, draft Maintenance Agreement and those contained in other annexures are specific and applicable to Apartments offered for sale in City Homes only (the said Complex) and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), MRTTP Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other Apartment(s)/ Building(s)/ Projects(s) of the company/ its associates / subsidiaries, partnership firms in which the company is a partner or is interested

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

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

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

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

36. **Severability**

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

37. **Captions/Headings**

The captions/headings in this Agreement for easy reading and convenience are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/ clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other Allottees in the same building, the same shall be the proportion which the super area of the said Apartment bears to the total super area of all the apartments in the said Building. Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the Allottees of all the buildings to be constructed on the said Land or portion of the said Land, the same shall be in proportion which the super areas of the said Apartment bears to the total super area of all the apartments in all the buildings to be constructed on the said Land or Portion of the said Land.

39. **Force Majeure**

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

40. **Rights to join as affected Party**

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

41. **Indemnification**

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

42. **Brokerage**

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

43. **Further Assurances**

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

44. **Copies of the Agreement**

Two copies of this Agreement shall be executed and the Company shall retain one executed copy of the Agreement and send the second executed copy to the Allottee for his/ her reference and record.

45. **Place of Execution**

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

46. **Notices**

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

<b>COMPANY</b>	<b>ALLOTTEE</b>	
Vatika Limited 7 <sup>th</sup> Floor, Vatika Triangle Sushant Lok-I, Block 'A' Mehrauli Gurgaon Road Gurgaon – 122002 Haryana, India	<hr/> <hr/> <hr/> <hr/>	To be filled in by the Allottee

**47 Certain References**

Any reference in this Agreement to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement. Further wherever the words "foot print of the said Building" occurs in this Agreement it shall refer and mean "the precise land underneath the Building in which the said Apartment is located".

**48 Jurisdiction**

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

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

<p><b>WITNESSES</b></p> <p>1. _____ _____ _____</p>	<p><b>For Vatika Limited</b></p>  <p>Authorized Signatory (Company)</p>
<p>2. _____ _____ _____</p>	<p>_____</p> <p><b>Allottee(s)</b></p>





LAY OUT PLAN : CITY HOMES

TENTATIVE APARTMENT PLAN

### **DEFINITION OF SUPER AREA**

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

Whereas the Apartment areas of the said apartment, shall mean the entire area enclosed by its periphery walls including area under walls, columns, balconies, cupboards and lofts etc. and half the area of common walls with other premises/ apartments which form integral part of said Apartment. Common area shall mean all such parts/ areas in the entire building which the allottee shall use by sharing with other occupants of the said building including entrance lobby at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts and walls of plumbing shafts on all floors, common corridors and passages, staircases, murtries, services areas including but not limited to lift machine room, overhead water tanks, maintenance office/stores etc, architectural features if provided and security/fire control rooms.

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

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

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

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

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

SCHEDULE OF PAYMENTS

**COMMON AREAS & FACILITIES****PART-A**

List of common areas & facilities for use of Apartment Allottees within the said Building proportionate area of which is included in the computation of super area of the said Apartment in the manner as comprehensively defined in Annexure II

- 1 Entrance Lobby at Ground Floor.
- 2 Staircases and munties.
- 3 Lifts.
- 4 Lift Lobbies including lighting and fire fighting equipments thereof.
- 5 Common passages/ Corridors including lighting and fire fighting equipments thereof.
- 6 Lift Machine Room.
- 7 Overhead Water Tanks
- 8 Electrical/ Plumbing/ Fire/ Lift Shafts
- 9 Security/ Fire Control Room, if any, provided.
- 10 Services/ Maintenance areas/ offices of building if provided.

**Part-B**

List of General commonly used Areas & Facilities within the City Homes for use of all apartment Allottees in City Homes excluded from computation of super area of the said Apartment.

1. D.G Room/ D.G. Sets.
- 2 Underground Domestic & Fire water tanks.
- 3 Electric sub-station/ Transformers/ Electrical Panels
- 4 maintenance/ Services rooms/ Offices.
5. Lawns & Play areas, including lighting & services etc
- 6 Roads & Driveways, including lighting & services etc
- 7 Guard Posts.
- 8 Fire Hydrants & Fire Brigade Inlet etc.

That save and except the common areas and facilities described in Part-A, Part-B above, exclusive use of covered/ open car parking space as specifically allotted to the apartment allottee and the undivided pro-rata share in the land underneath the said building, it is specifically made clear by the company and agreed by the Apartment allottee that he/she shall have no right, no title, no interest in any other land(s), facilities and amenities within City Homes (the said complex) as those are specifically excluded from the scope of this Agreement and the Apartment Allottee has not paid any money in respect of such land(s), areas, facilities and amenities shall vest solely with the Company, its Associates, its subsidiaries and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

**Part-C**

It is specifically made clear by the Company and agreed by the Apartment Allottee that this Agreement is limited and confined in its scope only to the said Apartment, areas, amenities and facilities as described in Part-A and Part B of this Annexure, the land underneath the said building. It is understood and confirmed by

the apartment allottee that all other land(s), areas, facilities and amenities outside the periphery/ boundary of the said Building or anywhere in City Homes/Next are specifically excluded from the scope of this Agreement and the Apartment Allottee agrees that he/ she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement and have not been taken in the computation of super area for calculating the sale price and, therefore, the apartment allottee has not paid any money in respect of such other lands, areas, facilities and amenities. The apartment Allottee agrees and confirms that the ownership of such other lands, areas, facilities and amenities shall vest solely with the Company, its Associate companies, its subsidiary companies and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and provisional and is not exhaustive in any manner :

1. Shops within the said Building/Complex, if any, and/or within the said land/Portion of the Land.
2. Dwelling Units for Economically Weaker Sections and Service Personnel's units in buildings other than Apartment building.
3. Areas for all kinds of schools and school buildings (including but not limited to nursery, primary & higher secondary schools).
4. Areas for Club/ Community Centre and Club/ community building(s).
5. Areas for Dispensary and Dispensary building(s).
6. Areas for Creche and Creche building(s).
7. Areas for Religious Building and Religious building(s).
8. Areas for health Centres and health Centre Building(s).
9. Areas for Police Posts and Police post building(s).
10. Areas for Electric sub-stations(ESS) & ESS Building(s)
11. Areas for Telephone Exchange, Telecommunication facilities, Post Office etc and building(s) thereof.
12. Areas for all commercial buildings and commercial buildings/ premises.
13. Areas for sports, recreational facilities etc.
14. Areas for laundry services.
15. Road, parks for use of general public
16. All areas, buildings, premises, structures falling outside the periphery/ boundary of the said portion of the Land.

## TENTATIVE/PROVISIONAL SPECIFICATIONS

A	STRUCTURE	Earthquake resistant RCC framed structure, with half brick masonry
B	EXTERIOR FINISHES	
1	Exterior Walls	Waterproof exterior grade paint/ Texture Paint
2	Roofing	Ceramic Tiles over Brick Bat Kaba, with Mud Phuska as insulation
3	Doors/ Windows	Aluminium (Powder Coated) framed glass
C	COMMON AREAS	
1	LOBBY/ CORRIDORS	
	Flooring/ Skirting	Indian Stone
	Wall Finishes	Acrylic Distemper
	Ceiling	Acrylic Distemper
2	STAIRWAYS	
	Flooring/ Skirting	Indian Stone
	Wall Finishes	Acrylic Distemper
	Ceiling	Acrylic Distemper
	Handrails/ Railing	MIS metal/ or masonry parapets with finish as per building exterior specs
3	JT LITIES (PLANT ROOMS ETC)	
	Flooring/ Skirting	PS with floor hardners/ Epoxy coating (as required)
	Wall Finishes	White wash
	Ceiling	White wash
4	BASEMENT PARKING	
	Flooring/ Skirting	Broom finished concrete
	Wall Finishes	White wash
	Ceiling	White wash
D	APARTMENT FINISHES	
1	LIVING / DINING ROOM	
	Flooring/ Skirting	Vitrified Tiles (600 x 600)
	Wall Finishes	Acrylic Emulsion
	Ceiling	Acrylic Emulsion

2	BED ROOMS	
	Flooring/ Skirting	Vitrified Tiles (600 x 600)
	Wall Finishes	Acrylic Emulsion
	Ceiling	Acrylic Emulsion
3	BATH ROOMS	
	Flooring/ Skirting	Ceramic Tiles (300 x 300)
	Wall Finishes (Up to 2.1m)	Ceramic Tiles (200 x 200)
	Wall Finishes (Above to 2.1m)	Acrylic Emulsion
	Ceiling	Acrylic Emulsion
	Counter top	Granite
	Fixtures	Ceramic European WC and Washbasin Washbasin with wall fixture with shower capable tap
4	KITCHEN	
	Flooring/ Skirting	Ceramic Tiles (300 x 300)
	Wall Finishes (Up to 2.1m)	Ceramic Tiles (200 x 200)
	Wall Finishes (Up to 2.1m)	Acrylic Emulsion
	Ceiling	Acrylic Emulsion
	Counter Top	Marble/ Granite
	Fixtures	Stainless Steel Sink Sink Mixer
5	SERVANTS' ROOM / STORE / UTILITY	
	Flooring/ Skirting	Ceramic Tiles (300 x 300)
	Wall Finishes	Acrylic Distemper
	Ceiling	Acrylic Distemper
6	PASSAGES	
	Flooring/ Skirting	Vitrified Tiles (600 x 600)
	Wall Finishes	Acrylic Emulsion
	Ceiling	Acrylic Emulsion
7	BALCONY	
	Flooring/ Skirting	Indian Stone
	Wall Finishes	Per building exterior finishes
	Ceiling	Acrylic Emulsion
8	DOORS	
	Main entrance	Solid core flush door (laminated/ veneered & polished) on Hardwood frame
	Internal doors	Solid core flush door (painted) on Hardwood frame
	ELECTRICALS	Copper wiring in concealed PVC conduit
	PLUMBING	Polypropylene pipes for water supply HDPE pipes for Soil and Waste disposal PVC pipes for rain water disposal



## City Homes

This Draft Maintenance Agreement is tentative and the company reserves the sole right at the time of final execution of the Maintenance Agreement to amend/ change/ modify the terms and conditions contained in this Draft Maintenance Agreement as the Company may in its sole discretion deem fit. The present draft of Maintenance Agreement needs to be signed by the Apartment Allottee to indicate his/her consent to the terms and conditions as contained herein.

**DRAFT MAINTENANCE AGREEMENT**

This Agreement made on this day \_\_\_\_\_ of \_\_\_\_\_, 2010 at Gurgaon

BETWEEN

VATIKA LTD., a company registered under the Companies Act, 1956 having its registered office at Flat No 621, 6<sup>th</sup> Floor Devika Towers, 6, Nehru Place, New Delhi and corporate office at 7<sup>th</sup> Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-I, Gurgaon-122002, hereinafter called the "Company", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns through its authorized Signatory Shri \_\_\_\_\_ of the First Part

AND

Shri \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_

Shri \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_

Shri \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_

Hereinafter jointly referred to as the "User" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, executors, administrators and legal representatives of the Third Part.

WHEREAS, the User has executed an Apartment Buyers Agreement dated \_\_\_\_\_ (hereinafter referred to as the "Said Agreement") for the purchase of a residential Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor in Tower/Block No. \_\_\_\_\_ Type \_\_\_\_\_ having a super area of approximately \_\_\_\_\_ Sq. mtrs. (\_\_\_\_\_ Sq. Feet) (hereinafter referred to as the "Said Apartment") in the multi storeyed residential building complex named as "City Homes" (hereinafter referred to as the "Said Complex").

AND WHEREAS the said Agreement executed by the User contained a stipulation vide Clause No. 14.1 for the provision of maintenance services by Vatika Ltd. (VL) and payment of maintenance charges by the User

to the Company.

AND WHEREAS the User has agreed vide Clause No. 14.2 of the said Agreement to deposit and keep deposited with the Company an Interest Free Maintenance Security Deposit (IFMSD) @ 50/- (Fifty) per square foot of the super area of the said Apartment which shall be dealt with in the manner as provided in the said Agreement.

AND WHEREAS the Company, in order to provide necessary maintenance services, dedicated focus and transparency, shall upon completion of the said Building/ said Complex hand over the maintenance of the said Building / said Complex to VL.

AND WHEREAS the User has approached VL with a request to provide maintenance services and on the assurances that the User shall abide by the terms and conditions of this Agreement and shall promptly pay the bills raised by VL, the parties have now decided to execute this Agreement on the terms and conditions recorded hereunder.

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

1. DURATION OF MAINTENANCE AGREEMENT.

VL shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter initially for a period of three years from the date of offer of possession of the said apartment to be renewed automatically for further term each of three years on mutually agreed terms and conditions between the Company and VL, unless otherwise the work of providing maintenance services is earlier handed over by the Company to any other Assigned/ Nominated/ other Body Corporate or to Association of Apartment owners.

2. SCOPE OF TOTAL MAINTENANCE SERVICES.

"Total Maintenance Services" shall mean and include the following services inclusive of general and administrative overheads including salaries, wages etc.

- a) Operations and maintenance of all equipments including sub station(s) connected with the supply of electrical energy to all occupants including the User of the said Complex under bulk electric supply scheme, subject to the terms and conditions of Application to be executed by the User as per Annexure-VI-A. VL shall apply for permission for supply of electrical energy and the permission, which when received, shall be deemed to form a part of this Agreement. The operation and maintenance of bulk supply and distribution of electrical energy shall be handled by VL or if VL decides, at its sole discretion, by any other company, nominee, agency to whom this work may be handed over by VL.
- b) Common Areas Maintenance Services . These relate to operation and maintenance of common areas, lifts, fire fighting equipment(s) and other common facilities inside the said Building.
- c) Operation and Maintenance of Services located in the basement, if any, in the said Complex : These shall inter alia relate to operation and maintenance of Basement and services such as electric sub station(s), pump(s), fire fighting room(s), transformer(s), DG set(s), water tank(s) and other services in the Basement, if any, located under any Building in the said Complex.
- d) Open area maintenance Services : These relate to operation and maintenance of open spaces within the boundary wall of the Said Complex such as maintenance of compound wall, landscaping, electrification of the said portion of land, water supply, sewerage, roads, paths & other services etc. within the boundary wall of the Said complex
- e) Security services for the common areas and the basement, if any, located under any of the Building in the said Complex.

- f) Insurance of the said Complex/ Building structure/ common equipments in the said Complex (However, the user shall be solely responsible for insuring the contents within the said Apartment at his/ her own cost, risk and responsibility).
- g) Any other services as may be required as exclusive services by the User or as common services by the User along with other users including but not limited to reserved open/ covered car parking spaces allotted for exclusive use of the User and as may be required from time to time.
- h) It is clarified by VI and understood by the User that the entire overheads including salaries and wages, cost of insurance of the building/ complex/ cost of electric meters installed in the individual apartments/ units, etc. shall form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged. It is further clarified that cost of any services included in overheads shall pro rata be included in the above computation to the extent required and necessary for the performance of total maintenance services. The total maintenance services shall be provided in terms of the said Agreement and this Agreement shall be read in consonance and not in derogation of the Said Agreement.

3. **DEFINITION AND COMPUTATION OF MAINTENANCE CHARGES.** The maintenance charges shall be defined and computed in the manner provided herein below:

- a) The maintenance charges shall be computed by taking into account the entire cost incurred by VL for rendering total maintenance services including the cost of electrical energy paid by VL to Dakshin Haryana Vidyut Bitaran Nigam Limited (DHVBN) and/ or the cost of operating and maintaining standby DG Set(s) (including fuel inputs and overheads etc.) and deducting there from actual receipts from billing of electrical energy to all the occupants of the said Complex on account of electrical energy consumed inside their respective said Apartment. The resultant net expenditure shall be treated as a component of Total Maintenance Charges and billed to individual occupants in proportion to the super area of their respective Apartments.
- b) VL shall bill separately or in the same bill for the consumption of electrical energy inside the said apartment based on number of units consumed as indicated by common/ separate meters installed in respect of the said Apartment at pre determined rate (which for want of a more suitable standard/ rate shall correspond to the rates charged by DHVBN to its direct consumers) falling in the schedule of tariff as applicable from time to time to the said Apartment. The bill shall also include meter hire charges and minimum demand charge, if applicable. It is made clear and the User agrees that VL shall have the sole authority to make changes in the schedule of tariff given in Annexure-III and such changes shall be binding on the User from the date on which such changes shall be deemed to be effective by VL.
- c) The cost of insuring the said Complex/ Building structure(s) (excluding the said Apartment) shall be recovered from the user as a part of total maintenance charges. The user shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the said Complex or cause increased premium to be payable in respect thereof. However, the User shall solely be responsible for insuring contents within the said Apartment at his/ her own cost and the VL accepts no responsibility in this regard.
- d) VL shall bill the actual costs incurred for provision of additional/ specific services (including but not limited to operation and maintenance of the car parking spaces allotted for the exclusive use of the user) as may be exclusively required by the user who shall also pay the additional interest free security and other deposits as may be charged by VL. These

specific/ additional services then it shall be billed on pro rata basis to be determined by VL as its discretion

- e) VL reserves absolute right to increase, revise, and modify charges for any of the service(s) to enable VL to provide necessary maintenance services.

Note : If in the event of more than one residential building/ complex sharing the same facility then in that event the total cost of operating and maintaining that facility will be shared by the User Buildings/ Complexes in a manner determined by the Company/ VL at their sole discretion

#### 4. PROCEDURE OF BILLING AND PAYMENT OF MAINTENANCE CHARGES

- a) VL shall bill the Maintenance Charges to the User monthly in advance. However, supply of electrical energy inside the said Apartment shall be billed on the basis of actual consumption based on meter reading of the previous month and billed in the beginning of the succeeding month. The maintenance charges, other than consumption of electrical energy in the said apartment shall be payable by the User on the basis of per sq. ft. super area basis on the rates as periodically determined by VL. The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be billed and payable by the User alone.
- b) There shall be separate bills for Maintenance Charges and Charges for electrical energy consumption. The user shall pay in full the bills pertaining to Maintenance/ Electricity/ Water presented to him/her and VL shall not accept any part payment of any Bill raised on the User.
- c) The User undertakes to pay the bills without any reminders from the VL on or before the due date indicated in the bill.
- d) VL shall charge interest at the rate of 18% p.a for the period of delay in payment after the due date.
- e) All payments shall be made by the User through Crossed Cheque/ Demand Draft only drawn in favour of Vatika Space Management (a unit of Vatika Ltd.) payable at Gurgaon and shall be subject to realization
- f) Without prejudice to any notwithstanding to the rights of VL to charge interest for the period of delay in payment of a bill by due date, in case the User fails to pay the bill on or before the due date indicated in the bill, then the unpaid bill will be deemed to be a notice and the maintenance services including electricity/ water supply to the user shall, without prejudice to the right of VL to recover charges as in the bill, be disconnected after the expiry of seven days of the due date mentioned in the bill without any notice to the User. The supply shall not be reconnected unless and until the amount shown in the bill together with interest at the rate of 18% p.a. for the period of delay and all other connected expenses incurred/ to be incurred by the VL in disconnecting and reconnecting the electric/ water supply and maintenance services is paid by the User. The bill shall be treated as notice for disconnection of the maintenance services including electricity/ water supply to the said Apartment in the event of non payment by the User notwithstanding the inclusion of any part of the charges in the bill of the maintenance services including electricity/ water supply to the said Apartment under default being included in the subsequent bills sent by The VL.
- g) The payment of bill shall not be held up/ delayed if there are any differences or disputes as to its accuracy. Any difference or disputes regarding accuracy of the bill shall be separately settled as provided in Clause (16) of this Agreement
- h) All returned/ dishonored cheques shall be subject to legal action under the provisions of Negotiable instrument Act, 1988 or any modification thereof apart from civil action for

recovery of the amount. VL shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 18% p.a. and other charges as provided in this Agreement in case of dishonored cheques.

#### 5. RIGHT TO USE OF MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES BILL

The User agrees that his/ her right to use the common facilities including supply of electrical energy and water, shall be subject to regular and prompt payment of Maintenance/ Electricity and Water charges as billed by VL. If maintenance/ electricity/ water charges or any part thereof is not paid regularly, the User agrees that he/ she shall lose the right to use any of the common facilities/ services including right to received electrical energy and water inside the said Apartment, but so long as the maintenance charges are regularly paid, and all the covenants herein are observed, the right of the User to use such common facilities/ services shall be allowed.

#### 6. APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

VL shall apply for permission from the Dakshin Haryana Vidyut Bitaran Nigam Ltd (DHVBN) or any other Licensing and/ or Regulatory Authority for permission to receive bulk supply of electric energy and to distribute it to the said Complex/ said Apartment. VL intends to undertake the responsibility of receiving in bulk the supply of energy from DHVBN and to supplement it by generation through standby DG sets and to distribute the electricity to the various occupants of the said Complex in terms of their application for supply of electrical energy (Annexure II). VL shall supply electrical energy as a part of its total maintenance services and not as a separate function. The right of the User to receive the supply of electrical energy shall be subject to payment of maintenance and electricity charges billed by VL and performance of all covenants of this Agreement. If the maintenance and other charges are not paid regularly by the User, he/ she shall have no right to avail the maintenance services including the supply of electrical energy provided by VL. The User agrees that in case of non payment of any portion of any bill in respect of maintenance services, electricity or on account of any other head, the user shall be liable for disconnection of all or any of the maintenance services, including supply of electrical energy to the said Apartment space. However, so long as the maintenance and other charges are paid and the covenants of this Agreement are observed the right of the User to avail of the maintenance services as well as supply of electrical energy shall continue.

#### 7. LIMIT ON THE PRESPONSIBILITY OF VL

- a) It is clearly understood by the User that the provision of maintenance services shall be done by VL through various outside agencies under separate agreements to be entered into with them. VL's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the Agreement executed by them and to change an agency if its performance is not upto the desired standards. VL accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the maintenance services. Similarly, VL's role and responsibility for the supply of electrical energy to the users shall be limited to receiving the supply of energy from DHVBN in bulk and to distribute the same to the User in terms of Application (Annexure VI A). VL is a mere distributing agency on behalf of DHVBN and has no power or control on the quality/ quantity or any other specifications with respect to the electrical energy supplied by DHVBN and, therefore, it shall accept no responsibility whatsoever and shall not be liable for any action, damages whatsoever for any failure on the

part of DHVBN to supply electrical energy to VL/ the User.

- b) VL shall in no way be responsible or liable for any fire, electrical, pollution, or any kind of hazard originating from the said Apartment/ said Building/ said complex including those or due to electrical devices installed in the said Apartment. The hazards aforesaid originating from the said Apartment/ said Building/ said Complex shall not impose any kind of legal or financial liability on VL and the User(s) agrees to keep VL indemnified and harmless against any loss or damage that may be caused to VL in this regard. The User shall ensure that the internal air conditioning and electrical systems and any other work or thing done internally within the said Apartment or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.
- c) VL shall not be responsible for any injury, loss, damage or destruction resulting from any material failure, faulty workmanship, faulty construction etc. in the said building complex. VL shall be entitled to take action as deemed appropriate against the agency which had executed the work.

## 8. GENERAL

All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, legal fees, if any, shall be borne and paid solely by the User.

- a) The Company/VL shall retain the original of this agreement and the user shall be provided with a duplicate copy thereof.
- b) The failure of The Company/VL to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provisions or of the right to enforce any or each and every provisions of this agreement.
- c) The failure of The Company/VL to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provisions or of the right to enforce any or each and every provisions of this agreement.
- d) This agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/ correspondence and agreements between the parties, if any concerning the matters covered herein whether written, oral or implied. However, it is understood by the parties that the terms of this Agreement shall be read in consonance and not in derogation of the said Agreement. Unless otherwise provided, this agreement shall not be changed or modified except in writing and signed by the parties hereof.
- e) Any notice letter or communication to be made served or communicated under these presents shall be in writing and shall be deemed to be duly made, serve or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.
- f) The Company/ VL shall not be held responsible or liable for not performing its obligations under this Agreement due to force major conditions or for reasons beyond the control of the Company/ VL. Force major conditions shall, inter alia include strikes, lock outs, enemy action, earthquake, non availability of supply etc
- g) That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising there under in respect of the said apartment shall equally be applicable to and enforceable against any and all occupiers,

tenants' employees of the user and/ or subsequent purchasers of the said Apartment, as the said obligations go along with the said apartment for all intents and purposes.

- h) Arbitration : Excepting the cases of theft/ pilferage of electric energy or interference with meter etc. (which are inter alia offences) and only after the Bill amount payable are paid to VL, in the event of any differences or disputes arising between VL and the user in respect of any matter connected with the accuracy of bills, supply of services through an agreement between VL and the user, the matter shall be referred to arbitration of sole arbitrator appointed by VL. Reference to arbitration shall be without prejudice to the right of VL to effect recovery of arrears of dues (through disconnection of supply or otherwise). The decision of Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at the office of VL at Gurgaon alone and shall be in accordance with the Arbitration and conciliation Act, 1996 or statutory modifications thereto. The courts at Gurgaon alone and/ or High court at Chandigarh alone shall have the jurisdiction in all matters of dispute arising out of or touching and/ or covering this transaction.

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

#### WITNESSES

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

For and on behalf of Valika Ltd

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

Authorized signatory

Mr./Mrs/Mis \_\_\_\_\_

**APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION  
(To be filled up by Apartment Allottee)**

From.

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

To,

The Secretary,  
City Homes Apartment Owners' Association,

Sir,

I have entered into an Agreement with Vatika Limited for purchase of an Apartment No. \_\_\_\_\_ Type \_\_\_\_\_ on \_\_\_\_\_ Floor in Tower/ Block No. \_\_\_\_\_ in City Homes. Please enroll me as a member of Apartment Owners' Association and I herewith remit a sum of Rs. \_\_\_\_\_ towards membership fee of the said Association.

Kindly let me know the annual subscription fee to be paid and also let me have a copy of the by-laws of the Apartment Owners Association.

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

Thanking You,

Yours Faithfully,

Member



**UNDERTAKING**

I \_\_\_\_\_ son/daughter of shri \_\_\_\_\_  
 \_\_\_\_\_ resident of \_\_\_\_\_ have been allotted  
 apartment No \_\_\_\_\_ Type \_\_\_\_\_ on \_\_\_\_\_ floor in Tower/Block No  
 \_\_\_\_\_ in City Homes. I am aware that M/s Valika Ltd (The Maintenance Company/Agency) is  
 entrusted with the task of providing maintenance services to the entire complex including the supply of  
 electricity to all the apartment owners for which purpose the Maintenance Company/Agency shall be  
 applying for permission to receive bulk electric supply and distribute it to the various apartment owners.  
 The maintenance Company/Agency has informed me that they shall be responsible for receiving and  
 supplying the electricity supply in the complex, for sanctioning electricity load, for installation of meters,  
 billing and recovery etc. I am agreeable to receive the electricity supply from the Maintenance  
 Company/Agency and I undertake that I shall not apply to Haryana Dakshin Haryana Vidyut Bitaran Nigam  
 Ltd. (DHBVN) or any other distributing/Regulating/Licensing Agency for direct individual supply of electric  
 power and I Understand that I shall not be entitled for such direct connection in view of the releases of bulk  
 electric supply to the said complex.

\_\_\_\_\_  
 Allottee

**ASSIGNMENTS AND ENDORSEMENTS****First Endorsement**

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

**Allottee****Assignee****Company/Developer****Second Endorsement**

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

**Assignee****Second Assignee****Company/Developer**

### Third Endorsement

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

**Second Assignee**

**Third Assignee**

**Company/ Developer**

### Fourth Endorsement

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

**Third Assignee**

**Fourth Assignee**

**Company/ Developer**



**vatika**<sup>®</sup>  
creating lasting value

**Vatika Limited**

Vatika Triangle, 5th Floor  
Sushant Lok, Phase I, Block A  
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Gurgaon - 122002, Haryana  
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