



**PLOTS - Sector 82**  
Vatika India Next

Plot Buyer Agreement  
Between Vatika Limited  
And  
Name:

Address:

Plot No. .... Plot Size .....

76708



Space for Stamp

VATIKA LIMITED

AJAY PAL  
Stamp Vendor Regn. 35  
Distt. Court Gurgaon

**PLOT BUYERS AGREEMENT**

THIS AGREEMENT is made at Ambala on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**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 authorized signatory Sh. \_\_\_\_\_ of the FIRST PART.

**AND**

**(INDIVIDUALS)**

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

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

3. Shri/ Smt./Kumari \_\_\_\_\_  
Son/ Daughter/ Wife of Shri \_\_\_\_\_  
Resident of \_\_\_\_\_

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

**(FOR PARTNERSHIP FIRMS)**

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

**(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 Developer and its associate companies and collaborators are the owners of land measuring 393.358 acres falling in Khasra/ Rectangle nos. 40, 41, 42, 43, 48, 49, 50, 51, 53, 54, 55, 57, 58, 59, 62, 63, 64 in village Sihi Tehsil Manesar, District Gurgaon, in Khasra/ Rectangle nos. 2, 3, 7, 11, 13, 14, 15, 18, 19, 23, 24, 25, 26, 27, 28, 29/1, 29/2, 30, 31/1, 32, 33/1, 33/2, 34/1, 34/2, 34/3, 34/4, 35/1, 35/2/1, 35/2/2, 37, 38, 39, 40/1, 40/2, 41/1, 41/2, 43/1, 43/2, 44, 45, 46, 47, 48, 49, 51/1, 53, 54, 55, 56, 58/2, 59/1, 63/2/1, 66, 67, 68/1, 69/1, 69/2, 70, 71, 72, 73/2, 81/1, 81/2, 82/2, 83, 84, 85, 90, 92, 94, 95, 98, 99/2, 100, 101, 103, 104, 105, 106, 107, 108/2, 109, 110, 112, 113, 118, 119, 125/1, 125/2, 126/1, 126/2, 131/1, 132, 133, 134, 135, 151, 290/729/1, 623/2, 624, 625, 626/1, 626/2, 627, 628, 629, 633/1, 634/1, 634/2/2, 693, 695, 696, 697, 698, 699, 701, 708, 709, 710, 711, 712, 713, 715, 716, 717, 718, 719, 720, 723/1, 723/2, 724, 727, 728, 729/1, 729/2, 2448/86, 2476/304/1/1, 2490/721/2, 2491/721/1., 2491/721/2 in village Shikohpur, Tehsil Manesar, District Gurgaon, and Khasra/ Rectangle nos.6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27 in village Sikanderpur Bada, Tehsil Manesar, District Gurgaon, which land falls under Sectors 81, 82, 82A, 83, 84 and 85 of the Gurgaon Manesar Urban Complex 2021 notified by Govt. of Haryana (herein after referred to be as the "**said Land**").
- B. AND WHEREAS the Developer in association & collaboration with its associate companies and individuals is developing a residential plotted colony by the name '**Vatika India Next**' (hereinafter referred to as the '**said Colony**') in the said Land and has obtained Licence Nos. 113/2008 dated 01.06.08, 71/2010 dated 15.09.10, 62/2011 dated 02.07.11 and 76/2011 dated 07.09.11 and got lay out plans approved from the Director of Town and Country Planning Chandigarh (DTCP) vide Drawing No.DG,TCP-2671 dated 12.08.2011 for the said purpose.
- C. And Whereas the Company has carved out residential plots of different sizes and dimensions on part of the land in the Said Township and has got prepared through its architects a tentative layout plan of the said Colony annexed hereto as Annexure-I. Any changes/ directions/ conditions that may be imposed by the Director Town and Country Planning Haryana, Chandigarh or by any other Statutory or other Authority including changes in the number of zones and their earmarked uses, number, sizes, dimensions, positions, directions of plots to be carved out etc. shall be binding on both the Allottee and the Company. The layout & other plans of the Said Township as approved and amended from time to time shall supersede the said tentative layout plan as given in Annexure-I

hereto and shall automatically form a part of this Agreement as Annexure-I in place of presently attached lay-out plan which is merely to acquaint the Allottee with the overall picture of development that may take place in the Said Township. Thus, the performance of the Company of its obligations under this Agreement is contingent upon the approved zoning and other plans of the Said Township by the statutory and other Authorities of Govt. of Haryana and any subsequent amendments/ modifications therein as may be made by the Company and approved by the said authorities from time to time.

AND WHEREAS the Allottee, after visiting the site and after satisfying himself with regard to the price, specifications etc. of the aforesaid Plot, the ownership record of the land there under and all other relevant / related aspects thereof has approached the Developer for the purchase of a plot tentatively \_\_\_\_\_ sq. yard to be developed on said land.

- D. AND WHEREAS the Developer has specifically made clear to the Allottee that this Agreement is confined and limited to in its scope only to the sale of the said residential Plot, plans of which, is annexed with this Agreement as **Annexure-I** are tentative and are subject to any changes / directions / conditions that may be imposed by the appropriate authorities in respect of the development of the said residential colony shall be binding on the parties and the drawing / layout plan of the said Colony/ said residential Plot shall stand amended /changed to that extent.
- E. AND WHEREAS the Allottee acknowledges that the Developer has readily provided all information and clarifications as required by him/ her but that he/ she has not unduly relied upon and is not influenced by the architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Developer, its selling agents/brokers or otherwise including but not limited to any representation relating to description or physical condition of the plot, its size or dimensions or any other physical characteristics thereof, the services to be provided, the facilities/amenities to be made available or any other data, except as specifically represented in this agreement, which is self contained and complete in itself in all respects. Further, the Allottee has relied solely on his/ her own judgment and investigation in deciding to enter into this agreement and to purchase the said residential Plot.
- F. AND WHEREAS, the Allottee has confirmed to the Developer that he/ she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Colony/ said Sector 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.
- G. AND WHEREAS, the Developer, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/ her application to allot the residential Plot 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 SAID PLOT 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 a Residential Plot in the said Colony, the Company hereby allots to the Allottee a residential plot as

per the details given below.

Description	Particulars
Plot No.	
Street No.	
Block No.	
Sector	
Plot Size (in sq yds)	

Referred to as the 'said Plot/Residential Plot'

## 1.2 Consideration

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

Sl. No.	Particulars	In Rupees
a.	Basic Sale Price	
b.	PLC (1)	
c.	PLC (2)	
d.	PLC (3)	
e.	Others	
<b>Total</b>		

## Other Cost/ Charges

Sr. No.	Particulars	In Rupees
a.	IFMS (Interest Free Maintenance Security @ Rs. ....../- per sq yd)	

## 1.3 Amount Paid by the allottee till date: Rs. \_\_\_\_\_

The receipt of the aforementioned amount by the Company is hereby acknowledged and the Allottee hereby agrees to pay the remaining price of the said Plot as prescribed in Schedule of Payments/ **Annexure - II** attached with this Agreement along with all other charges, securities, interest on account of delayed payments, if any, as may be demanded by the Company within the time and in the manner specified therein.

1.4 It is made clear by the company and agreed by allottee that the payment of EDC/IDC shall always be solely to the account of allottee to be borne and paid by all the allottees in proportion to the size / dimension of the Said Plot to the total plots subjected to such EDC/ IDC. The pro rata demand raised by the Company to the Allottee with regards to such dues shall be final and binding on the Allottee. Such charges as applicable as on date of agreement have been factored into the sale consideration herein above and any increase, whether with retrospective or prospective effect in the EDC/IDC levied, by whatever name called or in whatever form including but not limited to any interest/carrying cost thereof as may be payable to the concern government authorities from time to time, be additionally payable by the allottee to the company for the said plot. 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 charges are increased(including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the Said Plot and the Company shall have the first charge/lien on the said plot for recovery of such charges from allottee.

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.

1.5 The Allottee has seen and accepted the plans and has applied for the allotment of the Said Plot with the specific knowledge that the zoning, measurements, dimensions, location and number of the Residential Plots in the Said Township are tentative and are subject to change, alteration, modification, revision, addition, deletion or substitution at the sole discretion of the Company and may also change due to changes/modification required by the competent authority. The Allottee hereby agrees that the Company is fully entitled to increase/change the number of the Said Residential Plot or the location thereof and the Allottee shall not object to the same. In case of increase/ decrease in the size of the Said Plot upto  $\pm 10\%$ , the same shall be within the permissible limit and the price of the same shall be charged/ refunded at the same price and shall be adjusted in the subsequent installment after the intimation by the Company. However, in case of any major alteration/ modification resulting in more than 10% change in the size of the Said Plot, the Allottee will be informed in writing by the Company of such change and the difference in price of the Said Plot to be paid by him/ her or refunded to him/ her by the Company as the case may be which shall be charged area variation upto  $\pm 10\%$  at the same price and in excess of  $\pm 10\%$  shall be calculated at the rate prevailing at the time of offer of possession.. The Allottee agrees to inform the Company in writing his/ her objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his/ her consent to all the alterations/ modifications. If the Allottee objects to such change in wiring, within the permitted time and the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Allottee along with interest @ 8% per annum only and the Allottee agrees that the Allottee shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/ dispose off the Said Plot in a manner in which it may deem fit.

1.6 That the cost of electric, water and sewer connections to the said Plot are not included in the aforesaid consideration and the same shall be payable by the Allottee in addition to the total sales consideration of the said Plot. In case any electric substation is constructed, the cost on pro rata basis shall be charged from the Allottee at the time of offer of possession of the Plot. But cost of Power Back up charges upto 10 KVA are included in the price of the Plot. In case any allottee wish to extend the load upto 25 KVA the same can be done on request of the allottee on payment of additional charges @ Rs. 25,000/- per KVA.

## 2. **EARNEST MONEY**

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

the said residential Plot in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the non refundable amounts would be refunded to the Allottee without any interest or compensation of whatsoever nature. The Allottee agrees that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the conveyance deed for the said residential Plot and the Allottee has agreed to this condition to indicate his/ her commitment to faithfully abide by all the terms and conditions contained in his/ her application and this Agreement.

3. **MODE OF PAYMENT**

That the Allottee shall make all payments in time in terms of Schedule of Payments as given in **Annexure-II** annexed to this Agreement and as may be demanded by the Developer from time to time and without any reminders from the Developer through A/C Payee Cheque(s)/ Demand Draft(s) drawn in favour of M/s Vatika Ltd. payable at Gurgaon. The Intimation/demand notice sent through reputed Courier and/or e mail shall be considered as sufficient intimation to the Allottee.

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

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

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

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

5. **PREFERENTIAL LOCATION CHARGES**

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

6. **PAYMENT FOR TAXES, WEALTH TAX, CESSSES BY ALLOTTEE**

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

7. **COMPLIANCE OF LAWS RELATING TO REMMITTANCES**

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

8. **ADJUSTMENT/ APPORTION OF PAYMENTS**

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

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

Time has been understood to be the essence of this Agreement with respect to the Allottee's obligations to pay the price of the said Residential Plot in accordance with the Schedule of Payments as given in **Annexure II** along with other payments such as applicable stamp duty, registration fee, interest free maintenance security deposit and other charges, taxes, cesses as stipulated under this Agreement to be paid on or before due date or as and when demanded by the Developer as the case may be and also perform or observe all the other obligations of the Allottee under this Agreement. It is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the Developer to send demand notices / reminders regarding the payments to be made by the Allottee as per Schedule of Payments or obligations to be performed by Allottee. In case of any default/ delay in the payments by the Allottee and/ or to perform or observe other obligations under this Agreement, the allotment shall be liable to be cancelled and the entire Earnest Money deposited by the Allottee, any interest paid/ due or payable and any other amount of a non-refundable nature shall be forfeited by the Developer. On cancellation of allotment by the Developer, the Allottee shall be left with no right and/ or interest in the said residential Plot in any manner whatsoever. The Developer, at its sole discretion, shall thereafter be free to deal with the said Residential Plot in any manner it likes. The amount, if any, after deduction of the Earnest Money



and other amounts as stated above, would be refunded by the Developer to the Allottee without any interest. The Allottee hereby agrees and confirms that in the event of cancellation of the allotment as mentioned above, the Allottee shall not be entitled to any interest or compensation of whatsoever nature. Without prejudice to its aforesaid right to cancel the allotment as aforesaid, the Developer may, in case of exceptional circumstances and at its sole and absolute discretion waive the breach by the Allottee in not making payments as per the Schedule of Payment but on the condition that the Allottee shall pay to the Developer interest on the delayed payment which shall be charged @ 18 % per annum for the period of delay. Such waiver will be granted by the Developer only once and for a reasonable period of delay. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and/ or binding on the Developer to exercise similar discretion in the case of other allottees.

**10. SCHEDULE FOR POSSESSION OF THE SAID RESIDENTIAL PLOT**

The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete development of the said Residential Plot within a period of 3 (Three) years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in other Clauses herein or due to failure of Allottee(s) to pay in time the price of the said Residential Plot along with all other charges and dues in accordance with the Schedule of Payments given in **Annexure-II** or as per the demands raised by the Developer from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this Agreement.

**11. PROCEDURE FOR TAKING POSSESSION**

The Developer, upon completion of development of the said Residential Plot, will offer in writing to the Allottee to take over, occupy and use the said Residential Plot in terms of this Agreement within thirty (30) days from the date of issue of such notice and the Developer shall hand over the said Residential Plot to the Allottee for his/ her possession and use subject to the Allottee having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and payments and has complied with all provisions, formalities, documentations etc. as may be prescribed by the Developer in this regard. Upon the Allottee taking possession of the said Residential Plot as above, the Allottee shall have no claim against the Developer in respect of any development in the said Residential Plot. The Allottee shall be entitled to the use and possession of the said Residential Plot without any interference from the Developer, subject, however, to the terms and conditions stipulated and contained herein and the Maintenance Agreement.

**12. FAILURE OF THE ALLOTTEE TO TAKE POSSESSION**

Upon receiving a written intimation from the Developer in terms of the preceding Clause, the Allottee shall within the time stipulated by the Developer in the notice, take over the possession of the said Residential Plot from the Developer by executing necessary Indemnities, Undertakings, Maintenance Agreement and such other documentation as the Developer may prescribe and the Developer shall after satisfactory execution of such documents and payments by the Allottee of all the dues under this Agreement permit the Allottee to occupy and use the said Residential Plot. If the Allottee fails to take over the Residential Plot after having paid all sums due and having completed all documentation as aforesaid within the time limit prescribed by the Developer in its notice, then the said Residential Plot shall lie at the risk and cost of the Allottee and the Developer shall have no liability or concern thereof. Further it is agreed by the Allottee that in the event of his/ her failure to take over the said Residential Plot in the manner as aforesaid, then the Developer shall have the option to cancel this Agreement and avail the remedies as stipulated in other Clauses of this Agreement or the Developer may, without prejudice to its rights under any of the clauses of this

Agreement and at its sole discretion and provided the Allottee is not in default in respect of payment of the price of the said residential Plot and other charges in respect thereof, decide to condone the delay by the Allottee in taking over the said Residential Plot in the manner as stated in this clause on the condition that the Allottee shall pay to the Developer holding charges @ Rs. 5/- per sq. ft. (Rs. 54/- per sq. mtr.) of the area plus the common area maintenance charges of the said Residential Plot per month for the entire period of such delay and to withhold conveyance or handing over for possession and use of the said Residential Plot 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 as provided in this Agreement.

**13. DELAY DUE TO REASONS BEYOND THE CONTROL OF THE DEVELOPER**

If, however, the completion of the development of the said Residential Plot/ is delayed by reason of non-availability of water supply or electric power, man power or slow down, strike, 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 zoning plans/ grant of completion/ occupation certificate by any Competent Authority or for any other reasons beyond the control of the Developer then the Allottee agrees that the Developer shall be automatically entitled to the extension of time for delivery of possession of the said Residential Plot and the time period shall correspondingly stand extended for the said purpose. The Developer as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of the allotment or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the project for such period as it may consider expedient and the Allottee agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in other Clauses of this Agreement) for the period of extension of time for handing over possession of the Residential Plot. In consequence of the Developer abandoning the project, its liability shall be limited to the extent of refund of all amounts paid by the Allottee without any interest or compensation whatsoever, subject to the Allottee not having been in default and subject to the deduction of interest paid/ payable and other non-refundable charges.

**14. FAILURE TO DELIVER POSSESSION DUE TO NON-APPROVAL OF LAYOUT AND OTHER PLANS**

That the Allottee has applied for the allotment of the said Plot with the specific knowledge that the zoning for the said Township are being approved by the competent authority and the same may be changed /modified by such authority (ies). The Allottee confirms that he has authorized the Company to treat this Agreement executed by him as cancelled in the event the layout/ other plans are modified/ at a subsequent stage not approved by the Competent Authorities within one year from the date of this agreement or if after all the plans are approved, the Company is not in a position to implement the same for any reason within a period of one year from the date of this Agreement or if the Company abandons the project and the Allottee confirms that he 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 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 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.

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

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

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

Subject to other Clauses hereof and provided the Allottee has paid all installments and sums due on time and as per the Schedule of Payment and is otherwise in compliance of this Agreement, if the Developer fails to handover possession of the Residential Plot within the stipulated period as stated herein in these presents and such extended periods as permitted under this Agreement, then, the Developer will pay to the Allottee, compensation upto a maximum of Rs.5/- per sq. ft. (Rs.54/- per sq. mtr.) of the area of the said Residential Plot per month for the period of such delay after expiry of the initial period of 60 (sixty) days from the stipulated date for delivery of possession The adjustment of such compensation shall be done only at the time of conveying the said Residential Plot to the Allottee first named in this Agreement and not earlier. However, the Allottee understands and agrees that the Developer may abandon the Project at its sole discretion at any time before or after start of development and in consequence thereof, the Developer's liability shall be limited to the refund of the amounts paid by the Allottee with simple interest @ 8% per annum for the period such amounts were lying with the Developer and to pay no other compensation whatsoever, subject to the Allottee not having been in default and subject to the deduction of interest paid/ payable and other non-refundable charges.

**17. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- i) Failure to make payments within the time as stipulated in the Schedule of Payments as

given in **Annexure-II** and failure to pay the stamp duty, legal, registration any incidental charges, any increases in EDC/IDC/idc or any statutory dues or in security deposits including but not limited to Interest Free Maintenance Security Deposit (IFMSD) as demanded by the Developer, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Developer to the Allottee under the terms of this Agreement and all other defaults of similar nature.

- ii) Failure to perform and observe any or all of the Allottee's obligations as set forth in this Agreement or if the Allottee fails to execute any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any set forth in any other Agreement with the Developer in relation to the said Residential Plot.
- iii) Failure to take over the said Residential Plot for possession and use within the time stipulated by the Developer in its notice.
- iv) Failure to execute the conveyance deed within the time stipulated by the Developer in its notice.
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits or any increases in respect thereof, as demanded by the Developer or its nominee or Maintenance Company/ Agency.
- vi) Failure, pursuant to a request by the Developer, to become a member of the Association of Owners of the said residential Colony or to pay subscription charges etc, as may be required by the Developer or the said Association, as the case may be.
- vii) Assignment of this Agreement or any part of this Agreement without prior written consent of the Developer.
- viii) Dishonor of any cheque(s), given by Allottee for any reason whatsoever.
- ix) Sale/ transfer/ disposal of/dealing with, in any manner, the parking space, if allotted, independent of the Residential Plot.
- x) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit / agreement / indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Allottee.

Upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Developer may, at its sole discretion decide, by notice to the Allottee, to cancel this Agreement. If the Developer elects to cancel this Agreement, the Allottee shall have fifteen (15) days from the date of issue of notice of cancellation by the Developer to rectify the default as specified in that notice. The Allottee agrees that if the default is not rectified within such 15 (15) days, this Agreement shall be automatically cancelled without any further notice and the Developer shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with other non-refundable amounts e.g. the interest on delayed payments, any brokerage paid/ due to payable, service tax, any other tax/ cess paid to statutory authorities etc. The Allottee agrees that upon such cancellation of this Agreement, the Developer will be released and discharged of all liabilities and obligations under this Agreement and the Allottee hereby authorizes the Developer that the said Residential Plot may be sold to any other party by the Developer or dealt in any other manner as the Developer may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Allottee for any of the proceeds of such sale. In the event of the Developer electing to cancel this Agreement any amount which shall prove to be refundable to the Allottee over and above the amounts retained as

liquidated damages such as the earnest money, interest on delayed payments, any brokerage paid, due or payable, any other amount of non-refundable nature, shall be refunded by the Developer without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Developer by registered post, the Allottee shall be left with no right, title, interest or lien over the said Residential Plot in any manner whatsoever and he shall have to return his/her copy of this Agreement back to the Developer within 15 days of such cancellation.

**18. CONVEYANCE OF THE SAID RESIDENTIAL PLOT**

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

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

**19. MAINTENANCE OF COMMON AREAS AND FACILITIES IN THE SAID SECTOR/ SAID COLONY**

In order to provide maintenance services like scavenging, upkeep of roads/ streets/ parks/ drainage/lighting etc. in the said Sector/ said Colony, the Developer intends to provide the same either through itself or through any other company/ agency (hereinafter referred to as the "Maintenance Company/ Agency") as the Developer in its sole discretion may deem fit till such services are taken over by a municipal body/ authority. The Allottee hereby agrees that as a condition precedent to the handing over of the possession of the said Residential Plot, the Allottee shall enter into a Maintenance Agreement (the Allottee has read the Draft Maintenance Agreement and has agreed to its terms) with the Developer and/ or the said Maintenance Company/ Agency as may be appointed/ nominated/ selected by the Developer from time to time for the said purpose. In the event the Allottee refuses to sign the Maintenance Agreement before the handing over of possession of the Residential Plot, his/her allotment is liable to be cancelled and the Developer shall have the right to forfeit the Earnest Money Deposit and any interest paid/ payable while refunding the rest of the amount paid by the Allottee without interest. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement from time to time. The

Developer reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The Maintenance Agreement shall be for an initial period of five years to be renewed for further terms as may be decided by the Developer.

The Allottee undertakes to pay on pro rata basis the maintenance bills as raised by the Developer/ Maintenance Company/ Agency from the date of offer of possession, irrespective of whether the Allottee is in possession of the said Residential Plot or not. The Allottee shall regularly pay to the Developer/ Maintenance Company/ Agency the maintenance charges, as determined by the Developer/ Maintenance Company/ Agency who shall look after the maintenance and upkeep of the common areas and facilities within the said Residential Colony. The maintenance charges shall be fixed, before the delivery of possession of the said Residential Plot and from time to time by the Developer/ Maintenance Company/ Agency depending upon the maintenance costs and other inputs and overheads. The decision of the Developer/ Maintenance Company/ Agency and its calculations in this respect and on the costs of maintenance will be final and binding on the Allottee. These charges shall be paid by the Allottee alongwith taxes, if any, at monthly or any other interval as may be decided by the Developer/ Maintenance Company/ Agency within the due date prescribed therein.

The Allottee agrees that in case of expenditure of capital nature which is not covered by the maintenance charges, the same shall be contributed by all the allottees/ owners in the said Sector/ said Colony, as the case may be, on pro-rata basis (i.e in proportion to the area of the said Plot to the total area of all the Plots in the said Sector/ said Colony divided by the number of plots). The Developer/ Maintenance Company/ Agency shall have the sole authority to decide the necessity of such expenditure of capital nature including its timing and the Allottee agrees to abide by the same.

If the Allottee fails and/ or neglects to pay his/ her share of the maintenance and charges for such common facilities and common services as provided for in this Agreement and the Maintenance Agreement, the Allottee or anyone else lawfully claiming through or under the Allottee shall not be entitled to make use of such common facilities and services for the reason that regular payment of such maintenance and replacement charges is a condition precedent for making use of such common services and facilities. Similarly, if the Allottee commits breach of any of the covenants herein, the Allottee shall have no right to use of common facilities and services until and unless such breach is rectified by the Allottee and the Developer/ Maintenance Company/ Agency looking after the maintenance of common services and facilities are assured by the Allottee that the breach of covenants would not be repeated by the Allottee or by any other person(s) lawfully claiming through or under the Allottee.

In order to secure due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the Developer/ Maintenance Company/ Agency, the Allottee agrees to deposit as per the Schedule of Payment and to always keep deposited with the Developer/ Maintenance Company/ Agency an Interest Free Maintenance Security Deposit (IFMSD) calculated at the rate of Rs.\_\_\_\_ (Rupees \_\_\_\_\_) per square yard (Rs.\_\_\_\_ per sq. mtr.). In case of failure of the Allottee to pay the maintenance bills and other charges on or before the due date, the Allottee in addition to permitting the Developer/ Maintenance Company/ Agency to deny him/ her the right to avail the maintenance services, also authorizes the Developer to adjust maintenance security deposit against such defaults. If due to such adjustment, the IFMSD falls below the agreed sum or such other amount as the Developer/Maintenance Company/ Agency may fix from time to time, then the Allottee hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Developer/ Maintenance Company/ Agency. The Developer/ Maintenance Company/ Agency reserves the right to increase the IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Developer/Maintenance Company/ Agency. If the Allottee fails to pay such increase in the IFMSD or to make good the shortfall as aforesaid on or before its due date, then the Allottee authorizes the

Developer/Maintenance Company/ Agency to charge interest @ 18% p.a. for the period of such delay and to stop/ disconnect all maintenance services to the said Residential Plot till such sums due alongwith interest as stipulated hereinabove are paid by the Allottee. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IFMSD as stipulated in this clause shall survive the conveyance of title in favour of Allottee and the Developer shall have first charge/ lien on the said Residential Plot in respect of any such non-payment of shortfall/ increases, as the case may be, which shall be recoverable as arrears.

The Allottee has seen the draft Maintenance Agreement and has acquainted himself/ herself with some of the terms and conditions as may be stipulated in this document as and when it is finally executed at the appropriate time as notified by the Developer. The Allottee hereby confirms that he/ she consents to the terms and conditions contained in the said draft which shall substantially be the same in the final document to be executed at the appropriate time as notified by the Developer. The Allottee further agrees that the Developer shall have the right to impose additional terms and conditions or to modify/ amend/ change the terms and conditions as stated in this draft in the final document to be executed at the appropriate time.

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

**20. USE OF THE SAID RESIDENTIAL PLOT**

The Allottee shall not use the said Residential Plot for any purpose other than residential or for immoral/ illegal purposes or in a manner that may cause nuisance or annoyance to occupants of other residential plots in the said Colony or for any commercial purpose or to do or suffer anything to be done in or around the said Residential Plot which tends to cause damage to any plotting or ceiling or services of any residential plot over/ below/ adjacent to the said Residential Plot or anywhere in the said Colony. The Allottee hereby agrees to indemnify the Developer against any penal action, damages or loss due to misuse for which the Allottee / occupant shall be solely responsible. If the Allottee uses or permits the use of the said Residential Plot for any purpose other than residential, then the Developer shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Residential Plot and the Allottee has agreed to this condition.

**21. COMPLETION OF CONSTRUCTION BY THE ALLOTTEE**

It is clearly understood by the allottee that with a view to develop and habitate the said township the allottee shall be under strict obligation to complete the construction on the said plot and obtain a certificate for occupation and use from the competent authority within four (4) years from the date of offer of possession by the company, the allottee hereby grants irrevocable right to the company to resume and take possession of the said plot, cancel the allotment/sale deed, refund the monies paid by the intending allottee after deducting there from earnest money along with the interest on delayed payments, brokerage other charges and taxes, if any incurred by the company and further resell the said plot to any other aspirant. It is agreed by the allottee that a letter from the company along with the refund cheque shall be sufficient to resume the right of the company over the said plot and discharge of all liabilities of the company towards the allottee for which the consent is hereby accorded by the intending allottee, irrespective of the fact that the said cheque is not encashed by the intending allottee. In the event the allottee fails to complete the construction and obtain a certificate for occupation and use from the competent authority within four (4) years from the date of offer of possession, the company may, at its sole discretion, accede to the request of the allottee to extend the construction period by 12 months but only upon the allottee paying a late construction

penalty to the company calculated at the rate of Rs 100 (Rupees Hundred Only) per sq yd per month as late construction penalty on the entire area of the said plot for the entire period of delay. Further this penalty may be escalated in case the allottee request for the futher extension of the construction period beyond the 12 months and the company agrees to grant such further extension beyond 12 months after the grant of first extension. A provision to this effect shall also be incorporated in the sale deed/conveyance deed. The allottee agrees with the company that this provision is necessary to be incorporated in this agreement and sale deed/conveyance deed with a view to develop and habitate the said township. It is made clear to the intending allottee that the holding charges and the late construction penalty are distinct and separate to be payable by the intending allottee to the company.

**22. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a residential plot with the full knowledge of all laws, rules, regulations, notifications, applicable to the said Colony in general and to the said Residential Plot 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 possession and use the said Residential Plot 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 Residential Plot at his/ her own cost and keep the Developer indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

**23. DEVELOPER'S RIGHT TO RAISE FINANCE**

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

**24. THIS AGREEMENT SUBORDINATE TO MORTGAGE BY THE DEVELOPER**

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

**25. DEVELOPER'S CHARGE ON THE SAID RESIDENTIAL PLOT**

The Allottee agrees that the Developer shall have the first charge/ lien on the said Residential Plot for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be demanded by the Developer from time to time. Further the Allottee agrees that



in the event of his/ her failure to pay such dues as aforesated, the Developer will be entitled to enforce the charge / lien by selling the said Residential Plot to recover and receive the outstanding dues out of the sale-proceeds thereof.

**26. PURCHASE NOT DEPENDENT UPON FINANCING CONTINGENCY**

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

**27. BINDING EFFECT**

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

**28. AGREEMENT NOT ASSIGNABLE**

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

**29. ENTIRE AGREEMENT**

This Agreement along with its annexures and the terms and conditions contained in the application

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

**30. RIGHT TO AMEND ANNEXURES**

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

**31. AGREEMENT SPECIFIC ONLY TO THE SAID RESIDENTIAL PLOT/ THIS PROJECT**

It is clearly understood and agreed by the Allottee that the provisions of this Agreement, draft Maintenance Agreement and those contained in other annexures are specific and applicable to residential plots offered for sale in the said Sector of the said Colony only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Competition Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other residential plot(s)/ projects(s) of the Developer/ its associates / subsidiaries, partnership firms in which the Developer is a partner or is interested.

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Residential Plot/said Colony, including with regard to payment of maintenance charges and abiding by the terms of the Maintenance Agreement, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent purchasers/ assignees of the said Residential Plot, as the said obligations go alongwith the said Residential Plot for all intents and purposes. Notwithstanding anything contained in the Transfer of Property Act, 1882, or in any other law for the time being in force, any person acquiring any residential Plot from any allottee/ owner by gift, exchange, purchase or otherwise or by taking on lease, shall in respect of the said residential Plot execute and register an instrument in such form and in such manner and within such period as may be prescribed by the Developer and will give an undertaking to comply with the covenants, conditions and restrictions which are binding on the allottee.

**33. WAIVER NOT A LIMITATION TO ENFORCE**

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

**34. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law or inconsistent with the purpose of this Agreement, such provision(s) shall be deemed to have been amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this

Agreement shall remain valid and enforceable in accordance with their terms.

**35. CAPTIONS/ HEADINGS**

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

**36. FORCE MAJEURE**

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

**37. RIGHTS TO JOIN AS AFFECTED PARTY**

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

**38. INDEMNIFICATION**

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

**39. BROKERAGE**

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

**40. FURTHER ASSURANCES**

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

**41. COPIES OF THE AGREEMENT**

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

**42. PLACE OF EXECUTION**

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

**43. NOTICES**

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

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

ALLOTTEE

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

**44. CERTAIN REFERENCE**

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

**45. 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 AMBALA ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

WITNESSES

For Vatika Limited

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

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

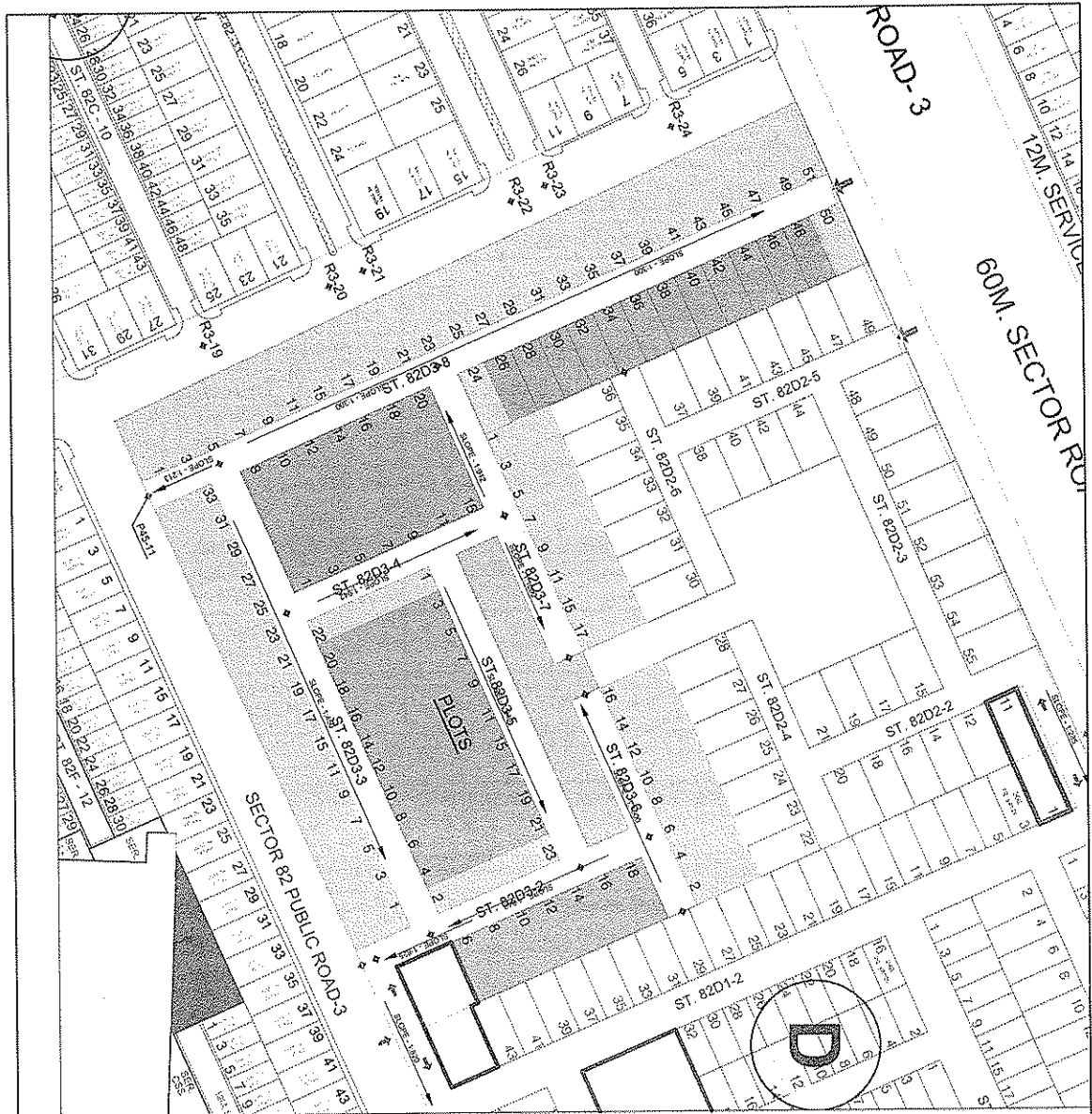
2. \_\_\_\_\_

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

Authorized Signatory  
[Developer]

\_\_\_\_\_  
Allottee(s)

TENTATIVE LAY OUT PLAN



**LEGEND**

PLOTS	
Plot Matrix	NOS
390 sqm <sup>2</sup>	52
390sqm <sup>2</sup> AT	62

PROJECT -  
VATIKA INDIA NEXT

SITE PLAN  
SECTOR 82 D- PLOTS

NOTE:  
PROPOSED LAYOUT PLAN SUBJECT TO APPROVAL OF THE DEPT. OF URBAN DEVELOPMENT. THE ADDITION / DELETION OF LAND OR FOR ANY CHANGES WITH RESPECT TO LAND.

**ANNEXURE-II**

**SCHEDULE OF PAYMENTS**

<b>Development Linked Payment Plan</b>	
On Booking	05% of (BSP)
Within 45 Days of booking	10% of (BSP+PLC+EDC/IDC)
Within 90 Days of booking	10% of (BSP+PLC+EDC/IDC)
Commencement of alignment work for the roads of the block	10% of (BSP+PLC+EDC/IDC)
Commencement of demarcation work of plot clusters	15% of (BSP+PLC+EDC/IDC)
Commencement of demarcation of individual plots	10% of (BSP+PLC+EDC/IDC)
Commencement of sewerage & drainage work of the block	10% of (BSP+PLC+EDC/IDC)
Commencement of electrification work of the block	10% of (BSP+PLC+EDC/IDC)
Commencement of metalling work of roads of the block	15% of (BSP+PLC+EDC/IDC)
On Offer of Possession	05% of (BSP) + 10% of (PLC+EDC/IDC) + IFMS

(\* upon completion of the specified works in any part of the block wherein the plot is located)

<b>Down Payment Plan</b>	
On Booking	10% of (BSP)
Within 60 Days of booking	85% of (BSP) + 90% of (PLC+EDC/IDC)
On Offer of Possession	5% of (BSP) + 10% of (PLC+EDC/IDC) + IFMS

<b>Other Charges</b>	
EDC / IDC	Rs. 4,200/- psqyd
One PLC (84 Mtr Road Facing plots)	Rs. 5,500/- psqyd
One PLC (Park Facing/ 24 Mtr Road Facing/ Corner/Commercial Facing)	Rs. 2,500/- psqyd
Two PLC's (including 84 Mtr Road Facing)	Rs. 6,000/- psqyd
Two PLC's (including 84 Mtr Road Facing)	Rs. 3,500/- psqyd
Three PLC's (including 84 Mtr Road Facing)	Rs. 6,500/- psqyd
IFMS (Interest Free Maintenance Security)	Rs. 150/- psqyd

\* Power back-up upto 10 KVA shall be provided in the above price. Additional Power back-up shall be charged at 25,000/- per kVA..

\* Prices can be revised any time on the sole discretion of The Management.

**ASSIGNMENTS AND ENDORSEMENTS**

**First Endorsement**

I/ We \_\_\_\_\_ S/D/o/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ the original allottee of Plot No \_\_\_\_\_  
\_\_\_\_\_ in the  
Residential colony 'Vatika India Next' 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 Plot 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/D/o/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ the Assignee of Plot No \_\_\_\_\_  
\_\_\_\_\_ in the Residential Colony  
'Vatika India Next' 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 Plot 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/D/o/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ the Second Assignee of Plot No \_\_\_\_\_  
\_\_\_\_\_ in the Residential Colony  
'Vatika India Next' 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 Plot 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**

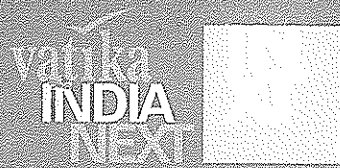
**Fourth Endorsement**

I/ We \_\_\_\_\_ S/D/o/W/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ the Third Assignee of Plot No \_\_\_\_\_  
\_\_\_\_\_ in the Residential Colony  
'Vatika India Next' 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 Plot 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 Limited**

Vatika Triangle, 5th Floor  
Sushant Lok, Phase II, Block A  
Mehrauli - Gurgaon Road  
Gurgaon - 122002, Haryana  
Tel. 91 124 4177777  
crm@vatikagroup.com

[www.vatikagroup.com](http://www.vatikagroup.com)