

VATIKA Assignment Document

**List of Documents required for Assignment:**

1. **FOR THE ORIGINAL ALLOTTEE(S)/ (ASSIGNOR/SELLER)**

**Document to be signed by the Allottee (s) /Assignor**

1. Agreement to Sell Yes/No
2. Request Letter for Change in Records Yes/No
3. Affidavit(Attested & Notarized) Yes/No
4. Indemnity Bond (Attested & Notarized) Yes/No
5. Signature Verified (By Banker) Yes/No
6. Copy of Address Proof \* (Self Attested) Yes/No
7. Copy of PAN Card (Self Attested) Yes/No
8. Joint Request Letter (common) Yes/No

**Documents to be submitted by the Original Allottee(s) for Endorsement**

1. Allotment Letter/Original Builder Buyer Agreement/Addendum Yes/No
2. All receipts in original Yes/No
3. 2 Endorsement pages Yes/No
4. 2 Passport Size Photographs Yes/No

**In Case of Bank Loan**

* 2 TPT (Banker & Seller)(Tripartite Agreement) Yes/No
* PTM (Permission to Mortgage) Yes/No
* Loan Closure Letter Yes/No
* Sanction Letter Yes/No

1. **FOR THE ASSIGNEE/BUYER (S)**

**Document to be signed by the Assignee(s)**

1. Request Letter Yes/No
2. Affidavit (Attested & Notarized) Yes/No
3. Indemnity Bond (Attested & Notarized) Yes/No
4. Signature Verification (By Banker) Yes/No
5. Address Proof \* (Self Attested) Yes/No
6. Copy of PAN Card (Self Attested) Yes/No
7. 2 Passport Size Photographs Yes/No
8. CRM Data Form Yes/No

**In Case of Company (Assignor/Assignee):**

* Certified Copy of board resolution to sign the Yes/No

Assignment documents Yes/No

* Certified copy of Memorandum and Yes/No

Articles of Association Yes/No

* Certified Copy of Pan Card of company & self Yes/No
* Bank Verified Signatures
* Address & ID Proof Yes/No
* 2 Passport Size Photograph Yes/No

**In case of Non Resident Indian (Assignor/Assignee):**

* Address Proof Abroad Yes/No
* Copy of Valid Passport Yes/No
* Copy of Visa Yes/No
* NRO A/c NO. Yes/No

1. **IN CASE ASSIGNOR or ASSIGNEE NOT PRESENT:-**

* SPA (Special Power of Attorney) Registered
* Authorization Letter & SPA Notarized ( In case signatures are done on Assignment Set)
* ID Proof of Authority Holder (Self Attested)
* Signature (Verified by Banker)

**\* Address proof should match in assignment documents**

**Note:**

1). All above-mentioned papers are mandatory; we shall proceed with the Assignment process only on receipts of complete documents in proper order.

2). Prior appointment is necessary for executing Assignment formalities.

**3). All payment shall be made to Vatika Ltd. by way of Demand Draft only.**

##### **LETTER FROM THE ASSIGNOR/SELLER**

To, Date:

Vatika Ltd.,

5th Floor, Vatika Triangle

Sushant Lok Block-A

M.G Road, Gurgaon -122 002

Haryana

**SUB:** **Assignment of rights, interest and obligation under Application Form/Allotment Letter/Builder Buyer Agreement for the Apartment/Floor/Villa/Plot/Unit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having super area \_\_\_\_\_\_\_\_\_sq. ft./sq. yd. in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Dear Sir,**

Above mentioned Apartment/Floor/Villa/Plot/Unit is booked in my/our name vide Application Form Dated\_\_\_\_\_\_\_\_,Allotment Letter Dated\_\_\_\_\_\_\_\_and Builder Buyer Agreement Dated\_\_\_\_\_\_\_ with the Vatika Ltd. (Company) and the particulars of my booking are as follows: -

Name (Original Applicant): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Phone No : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type : Apartment/Floor/Villa/Plot/Unit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Priority. No. :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Basic Sale Price : Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P.L.C: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We have already paid a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- so far towards the cost of this property as per Application Form/Allotment Letter/Builder Buyer Agreement & details are given below:

Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-

Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-

Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-

I/we have assigned absolutely and forever my/our all rights, interests, claims and liabilities in above mentioned booking of Apartment/Floor/Villa/Plot/Unit in favour and in the name of my/our assignee (s) i.e.

1. Sh./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Sh./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/we have received amount/consideration to my/our full satisfaction for this assignment from Assignee. I/we have delivered all the original receipts and other documents including Allotment Letter/Builder Buyer Agreement, Addendum (if any) etc. with respect to above mentioned booking of Apartment/Floor/Villa/Plot/Unit to the company and undertake not to use copy thereof for any purpose. All my payments made to company against the said booking of Apartment/Floor/Villa/Plot/Unit till date may be credited into the account of the said assignee.

Now, I/we have been left with no right or interest or claim of any nature in above mentioned booking of Apartment/Floor/Villa/Plot/Unit or against the company. You are requested to make necessary changes in your records i.e. substitution/endorsement of the name(s) of aforesaid assignee in place of my/our name, and henceforth, kindly communicate with my/our aforesaid assignee(s) with respect to above mentioned booking of Apartment/Floor/Villa /Plot/ Unit.

**This Application is irrevocable and shall not be cancelled by me/us.**

**(To be added in case Receipt/Documents have been lost)**

Out of the receipts/documents issued by the Company for the sale consideration or allotment, I/We find that the following receipts/documents have been misplaced / lost. While I/We hereby declare that these receipts/documents were not used by me/us for any other purposes & have not created any encumbrance on the said Apartment/Floor/villa/Plot/Unit by way of mortgage, charge, lien, loan, court case, attachment etc. and the said Apartment/Floor/Villa/Plot/Unit is free from any garnishee order or claim of any nature. I/We shall be returning them to the Company, as and when located/found. Meanwhile, I/We am/are furnishing the necessary Affidavit(s) and Indemnity Bond indemnifying the Company from any loss caused due to the lost Receipts as mentioned hereinabove.

1. Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-
2. Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-
3. Receipt No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_/-
4. Document (s)

(i)

(ii)

(iii)

I/We are enclosing my/our signatures duly verified by our banker for your records.

Therefore You are requested to kindly incorporate the necessary changes in your records pertaining to the aforesaid Apartment/Floor/Villa/Plot/Unit so that the further liability of payments etc. of the aforesaid Apartment/Floor/Villa/Plot/Unit can be duly fulfilled by the aforesaid Assignee.

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name, Address and Signature  of the Assignor/seller) |

##### **LETTER FROM THE ASSIGNEE/BUYER**

To, Date

Vatika Ltd

5th  Floor,Vatika Triangle

Sushant Lok, Block-A

M.G Road, Gurgaon -122 002

Haryana

**Subject: Assignment of rights, interests and obligations under Application Form/Allotment Letter/Builder Buyer Agreement/Registration for the Apartment/Floor/Villa/Plot/Unit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having super area \_\_\_\_\_\_\_\_\_sq. ft. /sq. yd. in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

Sir,

I/we have acquired absolutely and forever all rights, interests, claims and liabilities of Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Assignor) in booking of Apartment/Floor/Villa/Plot/Unit in his/their name vide Application Form Dated\_\_\_\_\_\_\_\_,Allotment Letter Dated\_\_\_\_\_\_\_\_and Builder Buyer Agreement Dated\_\_\_\_\_\_\_ and subject to the rules and regulations of the Company.

I/we have read and understood the terms and conditions of Application Form/ Allotment Letter/Builder Buyer Agreement and allotment of above mentioned Apartment/Floor/Villa/Plot/Unit as stated in the Application form /Allotment Letter / Builder Buyer Agreement or as may be more pertinently detailed in the Sale Deed to be executed by us at any point of time as desired by the Company as a Assignee of the Original Applicant/Allotee and undertake to be bound by them.

I/we have paid consideration to the Assignor to his/their complete satisfaction for aforesaid assignment of rights, interest, claims and liabilities in above mentioned booking of Apartment/Floor/Villa/Plot/Unit in my/our favour.

I/we acknowledge that a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) has been paid to you for above mentioned booking of Apartment/Floor/Villa/Plot/Unit till date. I/we acknowledge that remaining consideration and other charges including interests and penalties etc. (if any) in respect of above mentioned booking of Apartment/Floor/Villa/Plot/Unit shall be paid by me/us as per applicable payment schedule/plan.

I/We further agree and undertake to execute any document that may be required by the Company at any point of time in present or future.

I/we confirm that all correspondence to me/us should be made in the name of sole/first assignee at his/her address given above and all notices/letters sent by you at that address shall be deemed to be duly delivered to both of us. I/we undertake to indemnify and keep you indemnified against any loss or damage, which you may suffer due to or on account of this assignment. Kindly assign the above mentioned booking of Apartment/Floor/Villa/Plot/Unit in my/our favour and substitute/ endorse my/our name in your records.

I/We are also enclosing herewith my/our signatures duly verified by our Bankers.

Thanking you,

Yours faithfully

Signatures of Assignee /Buyer

##### **JOINT LETTER**

# To, Date: \_\_\_\_\_\_\_\_\_\_\_

Vatika Ltd.,

5th  Floor,Vatika Triangle

Sushant Lok, Block-A

M.G Road, Gurgaon -122 002

Haryana

**Sub: Assignment of rights, interests and obligations under Application Form, Allotment Letter, Builder Buyer Agreement for the Apartment/Floor/Villa /Plot/ Unit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having super area \_\_\_\_\_\_\_sq. ft./sq. yd. in \_\_\_\_\_\_\_\_\_\_Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

Dear Sir,

This is to inform you that I/we, the Assignor /Applicant/Allotee(s) have received a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\*/- (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) from the Assignee(s), i.e.

(1) Sh./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) Sh./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

,which I/We have paid to the company.

You are requested to kindly adjust the amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) paid by me/us (the Assignor /Applicant/Allotee (s)) to the Company, as mentioned above to the account of the Assignee in your records for the booking of subject Property.

The Assignor/ Applicant/Allottee hereby confirms that he/she/they has/have received the full amounts back from the Assignee as mentioned above, and the Assignee confirms that he/she/they has/have paid the amount to the Original Applicant/Assignor /Allottee through Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank & Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank.

The parties (Assignor & Assignee) hereby declares and confirms that the aforesaid information given herein above is true and correct and they are solely responsible for the said transaction and company is not liable in any manner whatsoever for the aforesaid transaction.

Thanking you,

|  |  |
| --- | --- |
| Yours faithfully,  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name, address and signature  of the Assignor/Seller)  \***Amount paid to the Vatika Ltd. till date.** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name, address and signature  of the Assignee/Buyer) |

**To be executed on Rs.50/- Stamp Paper and notarized)**

**SELLER/ASSIGNOR- AFFIDAVIT**

Affidavit of the following: **(ASSIGNOR )**

1. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**And (ASSIGNOR ) in case of joint applicants**

2. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

I/We the above described do hereby solemnly affirm and state as under:

1. That I/ We have been allotted a Apartment/Floor/Villa/Plot/Unit bearing Priority No.\_\_\_\_\_\_\_\_\_\_\_ Apartment/Floor/Villa/Plot/UnitNo\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_measuring\_\_\_\_\_\_\_\_Sq.Ft./Sq.Yd. in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(project) by Vatika Ltd., a company incorporated under the Companies Act, 1956 having its registered office at 621A, 6th Apartment, Devika Tower, 6 Nehru Place, New Delhi - 110019 and its Corporate office at 5th  Floor , Vatika Triangle, Sushant Lok-I,Block-A, M. G. Road Gurgaon-122002, Haryana (hereinafter called the said "Company") vide Allotment Letter dated\_\_\_\_\_\_\_\_\_/Builder Buyer’s Agreement dated\_\_\_\_\_\_\_\_\_\_ executed between me/us and the said company.
2. Till date a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) has been paid to the Company for said Apartment/Floor/Villa/Plot/Unit as per the payment Plan under Application Form/Allotment Letter/Builder Buyer Agreement. The Assignee shall pay the balance amount of sale consideration and other charges still due as per the Company and shall execute all the documents with the Company directly.
3. Now, I have assigned absolutely and forever my all rights, interests, claims and liabilities in my above mentioned booking of Apartment/Floor/Villa/Plot/Unit to Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. I have received consideration to my full satisfaction for this assignment of rights, benefit, obligation in Apartment/Floor/Villa/Plot/Unit. I have delivered all the original receipts and other documents in respect of aforesaid Apartment/Floor/Villa/Plot/Unit to the Company.
5. Now, I have been left with no right or interest or claim in above mentioned booking of Apartment/Floor/Villa/Plot/Unit or against Company.
6. After substitution/endorsement of the name of the said Assignee, I/We shall cease to be the party (ies) to the said booking/allotment /agreement and shall not have any charge or lien therein or any right to claim any sort of compensation, rebate under any scheme or otherwise or any other discount, by whatever name called, from the Company. This assignment is irrevocable and shall not be cancelled by me at any point of time in future or present.
7. Henceforth, the developer may communicate with my aforesaid assignee with respect to above mentioned booking of Apartment/Floor/Villa/Unit/Plot.

8. I/We further say that I/we have not violated any of the relevant provisions of law particularly the provisions of Indian Stamp Act in making the aforesaid assignment of right under the said Builder Buyer’s Agreement/Allotment Letter/ Application Form, and if there shall be any liability, duty, penalty of whatever kind in this regard, I/we shall be exclusively liable and responsible therefore, and I/we do undertake to pay the same and do hereby indemnify and keep indemnified Vatika Ltd. against any loss, penalty damage that may be caused.

9. I/We further say that my/our PAN No(s). are as follows:

|  |  |  |
| --- | --- | --- |
| **S.No** | **Name (Name of allottee and joint Allottee, if any )** | **PAN No.** |
|  |  |  |
|  |  |  |

The copies of my / our PAN card has been furnished along with the documents for assignment .

10. That I undertake that I shall have no right title, interest or lien of whatsoever nature in respect of the above said Apartment/Floor/Villa/Plot/Unit and my assignee(s) shall have full rights to deal or dispose off the said Apartment/Floor/Villa/Plot/Unit ,subject to terms and condition of Application Form, Allotment Letter, Builder Buyer Agreement. Further I/We have not created any encumbrance by way of mortgage, charge, lien, loan etc. on the said Apartment/Floor/Villa/Plot/Unit and the same is free from any garnishee order or claim of any nature and I/We am/are fully competent to assign my/our right, interest, obligation in the said Apartment/Floor/Villa/Plot/Unit .

11. That I/We have approached and requested the said Company to incorporate necessary changes in respect of the said assignment in favour of Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in its records including the said Builder Buyer’s Agreement/ Application Form, Allotment Letter.

12. That I/We declare that the facts mentioned above are true and correct and nothing has been concealed and in case any consequences arise because of any false statement or concealment of any fact, I/We shall solely be responsible and liable; I/We do hereby indemnify the Company against any damage, loss, penalty and/or legal injury that may be caused in this behalf.

DEPONENT

VERIFICATION

Verified at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this the \_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_, 20 \_\_ that the contents of my/ our above affidavit are correct and true and nothing material has been concealed therefrom.

DEPONENT

**(To be executed on Rs. 50/- Stamp Paper and should be duly notarized)**

**BUYER/ASSIGNEE- AFFIDAVIT**

Affidavit of the following: **(ASSIGNEE)**

1. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

and **(ASSIGNEE ) in case of joint applicants**

2. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

I/We the above described do hereby solemnly affirm and state as under:

1. I/We say that in terms and pursuant to the Allotment Letter Dated \_\_\_\_\_\_, Application Form dated \_\_\_\_\_\_\_\_/ Builder Buyer Agreement Dated\_\_\_\_\_\_\_\_entered into by:

1. **(ASSIGNOR )**

A. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**And (ASSIGNOR ) in case of joint applicants**

B. Mr./Ms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_\_\_\_\_\_

S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

With Vatika Ltd. (Company) for purchase of Apartment/Floor/Villa/Plot/UnitNo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_bearing Priority No.\_\_\_\_\_\_\_\_\_\_\_measuring\_\_\_\_\_\_\_\_\_(Sq.Ft./Sq.Yd.)in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(project) by Vatika Ltd. {hereinafter referred to as the said allottee(s)}, the said allottee(s) has/have assigned in my/our favour all his/her/their rights, interest, claim, liabilities under the said Builder Buyer Agreement/Allotment Letter/Application Form and requested to Company to substitute my/our name in the place of his/her/their own name in the said Builder Buyer Agreement/Allotment Letter/Application Form/Other Records. I/We read and understood the terms and conditions of the said Builder Buyer Agreement /Application Form/ Allotment Letter and shall be bound by all the terms and conditions of the said Builder Buyer Agreement /Application Form / Allotment Letter being the assignee of the said allottee(s). I / We fully understand and confirm that I/ We shall not be entitled to any compensation for delay in handing over possession or any rebate under a scheme or otherwise or any other discount, by whatever name called, from the Company, for which the original Applicant / Allottee /Assignor might have been entitled.

2. I alongwith Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have acquired absolutely and forever all rights, interests, claims and liabilities of above named Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in above mentioned booking of Apartment/Floor/Villa /Plot/ Unit.

3. I/we have paid consideration to the Assignor to his/their complete satisfaction for aforesaid assignment of rights, interest, claims and liabilities in above mentioned booking of Apartment/Floor/Villa/Plot/Unit in my/our favour

4. I acknowledge that till date a sum of Rs. \_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) has been paid to company for above mentioned booking of Apartment/Floor/Villa/Unit/Plot. I acknowledge that remaining consideration and other charges (including interests and penalties, if any) in respect of above mentioned booking of Apartment/Floor/Villa/Plot/Unit shall be paid by me as per applicable payment schedule/plan as per the Builder Buyer Agreement/ Application Form/ Allotment Letter. I agree and undertake to execute all the documents as and when required directly with the Company

5. The Sale Deed/Conveyance Deed may be registered in me/our favour after I/We have completed the full payment due to the Company on all accounts including registration charges and cost of stamp paper etc. .I/We undertake to pay Stamp-Duty, registration charges and any other charges which shall be payable to the Company.

6. I/We further say that I/we have not violated any of the relevant provisions of law particular the provisions of Indian Stamp Act in the aforesaid assignment under the said Builder Buyer’s Agreement/Application Form/Allotment Letter and if there shall be any liability, duty, penalty of whatever kind in this regard, I/we shall be exclusively liable and responsible thereof. I/we do undertake to pay the same and do hereby indemnify and keep indemnified Vatika Ltd. against any loss, penalty damage that may be caused.

7. I/We further say that my/our PAN No(s). are as follows:

|  |  |  |
| --- | --- | --- |
| S.No | Name (Name of allottee and joint Allottee, if any ) | PAN No. |
|  |  |  |
|  |  |  |

The copies of my / our furnished the copies of my/our PAN Cards along with the documents for assignment.

1. That I agree without demur that the clause as envisaged in Builder buyer agreement w.r.t handing over of possession of the Apartment/Floor/Villa/Plot/Unit shall be amended and I agree that the possession of the same shall be given within four years from the date of signing of this affidavit. I hereby ratify that the relevant clause of the Builder Buyer Agreement related to handing over of the possession of Apartment/Floor/Villa/Plot/Unit shall be read as amended above for which I/We hereby give my consent.

1. That I/We have approached and requested the said Company to incorporate necessary changes in respect of the said assignment in my/our favour in their records and the said Builder Buyer Agreement /Application Form/Allotment Letter..

10. I/We confirm that all correspondence to us should be made in the name of sole/first assignee and all notices/letters sent by developer to sole/first assignee shall be deemed to be duly delivered to me as well as to my above named co-applicant.

1. That the facts mentioned above are true and correct and nothing has been concealed and in case any consequences arise because of any false statement or concealment of any fact, I/We shall solely be responsible and liable; I/We do hereby indemnify the Company and all its directors, employees, successors, executors against any damage, loss, penalty and/or legal injury that may be caused in this behalf.

DEPONENT

VERIFICATION

Verified at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this the \_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_, 20 \_\_ that the contents of my/ our above affidavit are correct and true and nothing material has been concealed therefrom.

DEPONENT

**Endorsement: Dated:**

At the request of Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the original allottee of Apartment/Floor/Villa/Plot/Unit No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Area \_\_\_\_\_\_\_\_\_\_ Priority No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(project), Gurgaon and on undertaking & indemnities given by him/her, the rights, interest, obligations in said Apartment/Floor/Villa/Plot/Unit is endorsed in favour of Mr./Ms..\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_subject to payment of Administrative Charges of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and fulfillment of all terms and conditions agreed by the said assignee.

Assignor/Seller Assignee/Buyer Company/ Developer Legal/CRM/AC

**Endorsement: Dated:**

At the request of Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the original allottee of Apartment/Floor/Villa/Plot/Unit No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Area \_\_\_\_\_\_\_\_\_\_ Priority No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(project), Gurgaon and on undertaking & indemnities given by him/her, the rights, interest, obligations in said Apartment/Floor/Villa/Plot/Unit is endorsed in favour of Mr./Ms..\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_subject to payment of Administrative Charges of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and fulfillment of all terms and conditions agreed by the said assignee.

Assignor/Seller Assignee/Buyer Company/ Developer Legal/CRM/AC

To be executed on a non-judicial stamp paper of Rs. 100/- and duly notarized

**INDEMNITY CUM UNDERTAKING OF THE ASSIGNOR**

This Indemnity Bond cum Undertaking is made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ aged about \_\_\_years R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “**Indemnifier”** which expression shall include his/her/their heirs, successors, executors, assignees and administrators on the ONE PART.

**In favour of**

**M/s Vatika Limited**  a company incorporated under the Companies Act, 1956 having its registered office at 621A, 6th Apartment, Devika Tower, 6 Nehru Place, New Delhi - 110019 and its Corporate office at 5th  Floor , Vatika Triangle, Sushant Lok-I, Block-A, M. G. Road Gurgaon-122002, Haryana (hereinafter called the said "Company"/“**Beneficiary”**) which includes its Assigns, Nominees, Successors, etc. of the OTHER PART.

**AND WHEREAS** the Indemnifier has booked a Apartment/Floor/Villa/Plot/Unit No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the Project\_\_\_\_\_\_\_\_\_\_\_at **\_\_\_\_\_\_\_\_\_\_, Sector-\_\_\_ Gurgaon, Haryana** (with the Beneficiary).

**AND WHEREAS** the Indemnifierout of the total sale consideration besides other charges as mentioned in the Application Form/Allotment Letter/Builder Buyers Agreement till date has paid an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), details whereof are as follows and the original receipts are annexed hereto,

1. Receipt No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_ Amount Rs \_\_\_\_\_\_\_\_\_\_\_
2. Receipt No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_ Amount Rs \_\_\_\_\_\_\_\_\_\_\_
3. Receipt No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_ Amount Rs \_\_\_\_\_\_\_\_\_\_\_
4. Receipt No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_ Amount Rs \_\_\_\_\_\_\_\_\_\_\_

**AND WHEREAS** an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) is still due and payable by the Indemnifier towards the sale consideration besides other charges for the said Apartment/Floor/Villa/Plot/Unit in terms of applicable Builder Buyer Agreement/ Application Form/ Allotment Letter.

**AND WHEREAS** the Indemnifier has assigned his/her right, interest and obligations under the Builder Buyer Agreement for the said Apartment/Floor/Villa/Plot/Unit in favour of his/her Assignee Sh./Smt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/W/D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **Assignee**). That the Indemnifier requested the Beneficiary vide letter dated \_\_\_\_\_\_\_\_\_\_ to assign the rights, interest, obligation in the booking of Apartment/Floor/Villa/Plot/Unit in the name his/her/their said Assignee in place of the Original Applicant/Allottee.

**AND WHEREAS** the Indemnifier is making the said assignment of his/her/their rights, interest, obligations under the said Application Form /Allotment Letter/Builder Buyer Agreement for the said booking of Apartment/Floor/Villa/Plot/Unit in favour of the Assigee voluntarily and out of his own free will without any coercion.

**NOW THIS INDEMNITY CUM UNDERTAKING WITNESS**

1. That, the Indemnifier henceforth, after the assignment shall have no claim, right, title and interest whatsoever in the booking of said Apartment/Floor/Villa/Plot/Unit and on any amounts paid towards the booking of aforesaid Apartment/Floor/Villa/Plot/Unit to the Beneficiary at any point of time in present or future.
2. That, the Indemnifier, jointly and severally, (in case of joint Applicants) undertake to keep the Beneficiary, its successors and assigns harmless and indemnified against any claims, losses, damages, costs including litigation costs, etc. of all kinds whatsoever suffered or incurred directly or indirectly or in any manner whatsoever by the Beneficiary in respect booking of said Apartment/Floor/Villa/Plot/Unit on account of the Assignment of the right, interest and obligations under Application Form /Allotment Letter/Builder Buyer Agreement for the said Apartment/Floor/Villa/Plot/Unit in favour of the aforesaid Assignee at any point of time in present or future.
3. That, the Indemnifier undertakes and agrees that the aforesaid Assignee shall comply with all the terms and conditions, rules and regulations laid down by the Beneficiary Company for the said booking or the allotment for the said Apartment/Floor/Villa/Plot/Unit in the aforesaid project of the Beneficiary Company from time to time and shall execute the Builder Buyer Agreement (if not executed) and any other documents as may be required by the Beneficiary Company from time to time.

**IN WITNESS WHEREOF** I/We the above named have set my hands on these presents on the date hereinabove first mentioned in the presence of the witnesses who have also set and subscribed their respective hands in my presence and in the presence of each other.

**WITNESSESS: INDEMNIFIER/DEPONENT**

**1.**

**2.**

To be executed on a non-judicial stamp paper of Rs. 100/- and duly notarised

**INDEMNITY CUM UNDERTAKING OF THE ASSIGNEE**

THIS Indemnity Bond cum Undertaking is made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/Wo \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ aged about \_\_\_years R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “**Indemnifier”** which expression shall include his/her/their heirs, successors, executors, assignees and administrators on the one part.

**In favour of**

**M/s Vatika Limited**  a company incorporated under the Companies Act, 1956 having its registered office at 621A, 6th Apartment, Devika Tower, 6 Nehru Place, New Delhi - 110019 and its Corporate office at 5th  Floor t, Vatika Triangle, Sushant Lok-I, Block-A, M. G. Road Gurgaon-122002 , Haryana (hereinafter called the said "Company"/ “Beneficiary”) which includes its Assigns, Nominees, Successors, etc. of the OTHER PART

**WHEREAS** Sh./Smt. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** S/W/D/o **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereinafter referred to as **“Original Applicant/Allottee/Assignor”** had booked a Apartment/Floor/Villa/Plot/Unit No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at\_\_\_\_\_\_\_**\_\_\_\_\_\_\_,Sector-\_\_\_ Gurgaon** , Haryana, admeasuring \_\_\_\_\_\_\_ sq. ft. (\_\_\_\_\_\_ sq. ft./sq. yd..) vide Application Form dated, Allotment Letter dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Builder Buyer Agreement dated \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_with the Beneficiary.

**ANDWHEREAS** the Indemnifierhas already paid an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as per the Agreement to the Original Applicant/Allottee/Assignor towards the assignment of the right/ interest/obligation in said Apartment/Floor/Villa/Plot/Unit .

**AND WHEREAS** the Indemnifier is ready and willing and undertakes to pay the balance of the total sale consideration as per the Application Form /Allotment Letter/ Builder Buyer Agreement i.e. Rs. \_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) to the Beneficiary directly as and when demanded by the Beneficiary after the assignment of rights, interest, obligations in the booking of said Apartment/Floor/Villa/Plot/Unit in his/her favour.

**AND WHEREAS** the Original Allottee has vide his/her letter dated \_\_\_\_\_\_\_\_\_ to the Beneficiary had requested to substitute/endorse the name(s) of the indemnifier in the records of Beneficiary and the Indemnifier has also requested the Beneficiary vide letter dated \_\_\_\_\_\_\_\_\_\_ to substitute/endorse the name(s) of the indemnifier in the records of Beneficiary.

**NOW THIS INDEMNITY CUM UNDERTAKING WITNESS**

1. That, the Indemnifier accept and agree with the terms and conditions as set out in the Application Form dated\_\_\_\_\_\_\_\_, Allotment Letter dated\_\_\_\_\_\_\_\_\_\_\_, Builder Buyer Agreement dated\_\_\_\_\_\_\_\_\_\_ which he/she has fully understood and undertake to pay all charges and abide by all the terms and conditions of the said Application Form/Allotment Letter/ Builder Buyer Agreement and other terms imposed by the Beneficiary from time to time.
2. The Indemnifier having been appraised, understands and confirms that being the Assigee, he / she is not entitled to claim any compensation for delay in handing over possession or rebate under a scheme or otherwise or any other discount by whatever name from the Company and hereby undertakes not to raise any claim whatsoever with regard to the same from the Company, for which the original Applicant / Allottee might have been entitled.
3. That Indemnifier agree without demur that the clause as envisaged in Builder buyer agreement w.r.t handing over of possession of the Flat /Apartment/floor/Villa/unit shall be rectified/amended hereof and Indemnifier agree that the possession of the same shall be given within 4 years from the date of his/her affidavit. Indemnifier hereby ratify that the relevant clause of the Builder Buyer Agreement related to handing over of the Apartment/Floor/Villa/Plot/Unit within 3 years from the date of signing of the Agreement herein stands cancelled and shall be read as amended above for which Indemnifier hereby give his/her consent.
4. That, the Indemnifier, shall Indemnify, jointly and severally, (in case of joint Applicants) the Beneficiary and keep the Beneficiary Indemnified against the loss and damages caused due to the claim of the assignor or any other person claiming under him for any right, title interest in the said booking/allotment for the Apartment/Floor/Villa/Plot/Unit and any amounts paid for the aforesaid purpose to the Beneficiary at any point of time in present or future.
5. That, the Indemnifier undertake to keep the Beneficiary, its successors and assigns harmless and indemnified against any claims, losses, damages, costs including litigation costs, etc. of all kinds whatsoever suffered or incurred directly or indirectly or in any manner whatsoever by the Beneficiary at any point of time in present or future, on account of the assignment of the right, interest. Obligations in the booking of said Apartment/Floor/Villa/Plot/Unit in favour of the Indemnifier.

1. That, the Indemnifier undertakes and agrees to comply with all the terms and conditions, rules and regulations laid down by the Beneficiary Company for the said booking/allotment for the Apartment/Floor/Villa/Plot/Unit in the aforesaid project of the Beneficiary Company from time to time.
2. That, the Indemnifier undertakes and agrees to execute all other documents as the Beneficiary may feel necessary for the purposes of assignment of the right, interest. Obligations in the booking of said Apartment/Floor/Villa/Plot/Unit and for execution of the any other document and Sale/Conveyance Deed in his/her favour for the said Apartment/Floor/Villa/Plot/Unit at any point of time in present or future, after making the full payment to the Company.
3. That, the Indemnifier have not violated any of the relevant provisions of law particularly the provisions of Indian Stamp Act in making the aforesaid assignment of rights, interest, obligation under the said booking/allotment for Apartment/Floor/Villa/Plot/Unit , and if there shall any liability, duty, penalty of whatever kind in this regard, the Indemnifier shall be exclusively liable and responsible therefore, and the Indemnifier do undertake to pay the same and do hereby indemnify and keep indemnified the Company against any loss, penalty damage that may be caused.

**IN WITNESS WHEREOF** I/We the above named have set my hands on these presents on the date hereinabove first mentioned in the presence of the witnesses who have also set and subscribed their respective hands in my presence and in the presence of each other.

**INDEMNIFIER/DEPONENT**

**WITNESSESS:**

1.

2.

**(Format for Signature Verification to be given by both Assignor & Assignee(s))**

**IDENTIFICATION SLIP**

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Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paste

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photograph

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Specimen Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paste

S/W/D/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photograph

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Specimen Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURES AND PHOTOGRAPHS ATTESTED:**

(Signature of Bank Official together with Bank Seal)

Name:

Designation:

Name of Bank and Branch:

**CRM DATA FORM**

(TO BE FILLED-UP BY THE BUYER)

About You & Your Family:

Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Spouse’s Name: \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Priority Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

### To Get in touch with you:

Correspondence Address:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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Permanent Address:

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

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Phone No(s). (Residence) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No(s). (Office) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile No(s). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary E-Mail I.D \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate E-Mail I.D\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To be attached (Unless already submitted):

1. Passport sized photograph of each Applicant.
2. Photocopy of Address Proof
3. Photocopy of PAN Card

Client Signatures:

Date:

**CITY HOMES**

**Welcome Letter**

**Dear Client,**

**We welcome you to “City Homes Vatika India Next” and thank you for entrusting your faith in us!**

**It is our constant endeavor to deliver the best services that enhances the quality of your living experience at City Homes, Vatika India Next. As a step towards this direction, Vatika Limited has established Estate Management Office (EMO) for maintenance of various facilities and services within the complex. The EMO is headed by an Estate Manager (EM) who can be contacted during working hours at the Facility Office on all working days. The EM is supported by a team of skilled and fully trained technicians with complete administrative support based within the complex. The EMO provides support 24\*7, round the clock, including Sundays and public holidays.**

**The EMO maintains & operates the following systems, common services & utilities:**

|  |  |
| --- | --- |
| **1. Facilities Operations** | |
| **(a)** | **Uninterrupted round the clock operation of all technical services such as electricity distribution, water supply, sewer disposal etc.** |
| **(b)** | **Operation of Client Service Cell which includes registering Client requests, monitor completion and provide feedback to clients.** |
| **(c)** | **Open area Maintenance Services: These relate to operation and maintenance of open spaces within the Complex such as maintenance of compound walls if any, landscaping, electrification of the said portion of land, water supply, sewerage, roads, parks, paths & other services etc.** |
| **(d) (e)** | **Payment of common charges to authorities and collection of dues from clients.**  **Renewal of licenses pertaining to all mandatory compliances.** |
| |  |  | | --- | --- | | **2. House Keeping Deliverables** | | | **(a)** | **General Housekeeping of the common areas in the said complex including cleaning of the roads of the Complex.** | | **(b)** | **Common areas HK inside the towers up to the entrance door of the apartment.** | | **(c)** | **Upkeep of Green Areas.** | | **(d)** | **Doorstep Garbage Collection from the apartments.** | | **(e)** | **Disposal of Garbage and Sewerage.** | | **(f)** | **Desalting and cleaning of drains and collection tanks.** | | **(g)** | **Cleaning and upkeep of all service areas and common equipment rooms.** | | | |
| **3. Security Deliverables** | | |
| **(a)** | **Manning of Entry points** | |
| **(b)** | **Patrolling of common areas and streets.** | |
| **(c)** | **General watch and ward.** | |
| **In addition to the responsibilities mentioned above, Enviro is pleased to offer you additional services on payment basis such as taking care of your empty apartment before it is occupied by you/rented out (Apartment Holding Tasks) and repair of various fittings inside the apartment subsequently after shifting in (Additional Apartment Services) also. The details of the services planned to provide you additional convenience are listed below and the rate cards are attached for your reference please:-**  **1. Apartment Holding Tasks (Paid)** | | |
| **(a)** | **Safe custody of the apartment and security of fittings.** | |
| **(b)** | **Dusting and cleaning of apartments twice in a week.** | |
| **(c)** | **Airing of apartments once a week.** | |
| **(d)** | **Cleaning of glass panes from inside once a week.** | |
| **(e)** | **Final coat of paint prior to handing over of apartment to client.** | |
| **(f)** | **Checking and ensuring serviceability of all services.** | |
| **2. Additional Apartment Services (Paid )** | | |
| **Electrical** | | |
| **(a)** | **Light/Fixture needs repair** | |
| **(b)** | **Fan malfunctioning.** | |
| **(c)** | **Tripping of MCB** | |
| **(d)** | **Replacement of MCB** | |
| **(e)** | **Switch /Socket replacement** | |
| **Carpentry** | | |
| **(a)** | **Hanging of Painting/Arts** | |
| **(b)** | **Wooden door needs repairing** | |
| **(c)** | **Replacement of door fittings.** | |
| **Painting** | | |
| **(a)** | **Touch up OBD of wall.** | |
| **House Keeping** | | |
| **(a)** | **Chair Shampooing** | |
| **(b)** | **Carpet Shampooing** | |
| **(c)** | **Floor polishing (Trinova)** | |
| **(d) Maintenance of plants.** | | |

**The Estate Management Team is based at City Homes at the following address:-**

**Estate Management Office**

**Basement, City Homes,**

**Sector -83**

**Vatika India Next**

**NH-08, Gurgaon.**

**Kind Attention:**

**For reference EMO Important numbers:**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Title** | **Name** | **Mobile Number** |
| **1.** | **Helpdesk (Complains & Request )** | **Client Service Cell** | **0124-4976840** |
| **2.** | **Emergency Number** | **Security Officer** | **9871755442** |
| **3.** | **Estate Manager** | **Vikas Kumar Pandey** | **9717495211** |

**Electricity and Maintenance Charges:**

**Electricity will be supplied through prepaid metering. The Electricity Meter will be charged by an on–line prepaid procedure through “Payment Gateway” and will also deduct Maintenance Charges. The maintenance charges will be deducted on daily basis from the date of physical possession and Electricity charges will be deducted on actual consumption as per usage of DHBVN /DG supply.**

**We welcome you once again and wish you a wonderful experience of living in the tranquil and serene.**

**Vatika India Next!**

**Estate Manager**

**City Homes**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CHECK - LIST** | | | | | | |
| **S. No.** | | **Documents Detail** | | **Concern Department** | | |  | | --- | | **Availability Status Mark √ or ×** | |
| **Possession Documents from Facilities** | | | | | | |
| **1** | | **Welcome Letter** | | **Facilities** | |  |
| **2** | | **Resident’s Personal Information Performa** | | **Facilities** | |  |
| **3** | | **Information Form for Moving in & out** | | **Facilities** | | **CD** |
| **4** | | **General Information for Moving In & Out** | | **Facilities** | | **CD** |
| **5** | | **Form for Interior work /contractual worker** | | **Facilities** | | **CD** |
| **6** | | **Do's and Don’ts for carrying out interior work** | | **Facilities** | | **CD** |
| **7** | | **Hot Permit Form** | | **Facilities** | | **CD** |
| **8** | | **Format for Information of Tenant** | | **Facilities** | | **CD** |
| **9** | | **Domestic Help Details Form** | | **Facilities** | | **CD** |
| **10** | | **General Information for Domestic Help** | | **Facilities** | | **CD** |
| **11** | | **Payment Gateway Registration Form & SOP** | | **Facilities** | |  |
| **12** | | **Maintenance Agreement** | | **Facilities** | |  |
| **Possession Letter from CRM** | | | | | | |
| **1** | **Possession Letter and Inspection Letter** | | | **CRM** | |  |
| **Flat Handover Letters from Project** | | | | | | |
| **1** | **Handover letter & Inventory for keys** | | | **Projects** | |  |
| **2** | **Handover Letter & Inventory for Aluminium Doors** | | | **Projects** | |  |
| **3** | **Handover Letter & Inventory of Sanitary Fixture & Fittings** | | | **Projects** | |  |
| **4** | **Handover Letter & Electrical Inventory list** | | | **Projects** | |  |
|  |  | | |  | |  |
|  |  | | |  | |  |
|  |  | | |  | |  |
|  | **CRM Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |  |
|  |  | | |  | |  |
|  | **Projects Sign \_\_\_\_\_\_\_\_** | | | **Facilities Sign \_\_\_\_** | |  |
|  |  | | |  | | |
|  |  | | |  | |  |
|  | **Owner Sign\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |  | |  |
|  |  | | |  | |  |
| **Rate Card of Bucket services provide to our clients from Enviro - facilities management by Vatika** | | | | | | |
|  | |  |  | |  | |
| **Plumbing** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Water leakage from tap. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Water leakage from WC. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Water not coming in water tap. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 4 | | WC back flow issue | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 5 | | WC hand façade malfunctioning. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 6 | | WC cover Broken | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 7 | | WC leakage from joint | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 8 | | WC needs replacement by new one. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 9 | | Broken water tap replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 10 | | Geyser connected pipe leakage. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Electrical Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Light/Fixture needs repair | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Fan malfunctioning. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Tripping of MCB | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 4 | | Replacement of MCB | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 5 | | Switch /Socket replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Carpenter Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Hanging of Painting/Arts | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Wooden door closing issue needs repairing | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Door Stopper replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Painter Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Touch-up of wall | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Housekeeping** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Chair Shampooing | Rs 50/chair | | Cost as per actual + 20% + taxes | |
| 2 | | Carpet Shampooing | Rs 4/sqft | | Cost as per actual + 20% + taxes | |
| 3 | | Floor polishing (teranova) | Rs 12/sqft | | Cost as per actual + 20% + taxes | |
| 4 | | Maintenance of planter | Rs 100/hr | | Cost as per actual + 20% + taxes | |

**AMENITIES – (WITH SMART MAPS)**

**List of amenities available within the Radius of 07-10 KM from VIN**

1. **Healthcare/Hospitals/ Pharmacy:-**
2. **Medanta The Medicity**

Sector-38, Rajiv Chowk, Gurgaon, Haryana 122001, India

1. **Rockland Hospital (Multi Specialty Hospital)**

Manesar, Gurgaon Plot No. P-2, Sector-5 IMT Manesar

Ph.: 4755555, E-mail: [manesar@rocklandhospital.net](mailto:manesar@rocklandhospital.net)

Emergency Number- 011 - 41222222, 47667100 to 499

1. **Schools**
2. **MatriKiran School (Junior School)**

Sohna Rd, Sector 49

Gurgaon, Haryana 122018, India

0965069022

1. [**BAL Bharti Public School**](http://www.justdial.com/Delhi/BAL-Bharti-Public-School-%3cnear%3e-IMT-Manesar-Sec-1-Manesar/011PXX11-XX11-100204125945-W2W2_RGVsaGkgQ0JTRSBTY2hvb2xzIE1hbmVzYXI=_BZDET)

IMT Manesar, Sec-1, Manesar, Gurgaon – 122050

Call: [+(91)-9212808008](tel:+919212808008)

1. **Laxmi International School**

Kasan Road, Manesar

0124-2337465,2164065

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

|  |
| --- |
|  |

**C.Play School**

**1.** .**Bachpan Play School**

C/o Unique Infosys Computer Institute,   
 Near Peer Mandir, V.P.O. Manesar,   
 0124-2338699, 98735-19902.

**D. Grocery & Provision Store/Stationary/ Vegetable /Fruit Market**

**1. Mother Dairy**

Shop No. B010 Town Square

Vatika India Next

**2. GS Daily Needs Store**

SCO-10,Sec-1,Near OBC Bank,IMT Manesar,

Gurgaon-0124-2291050.

**3. Day Today Shop**

SCO-D-9, Sector-1, IMT Manesar,

Gurgaon-9990004291/954006600

[daytodayshop@live.com](mailto:daytodayshop@live.com)

**E. ATM/Bank**

1. **HDFC BANK**

Shop No. C018 & C019

Town Square

**F. Taxi Stand**

**1.Carz on rent**

GB-14, Raheja Square, Sector-2A,

IMT Manesar, Gurgaon,

+(91)-9971399371 |0124-4003932

**2.Dinesh Taxi Service**

Nainwal, Near IMT Manesar, Gurgaon, IMT Manesar, Gurgaon

+(91)-9971667344 | 9971202391

**G. Nearest Restaurants/Hotels**

1. Haldiram’s
2. Mc Donald’s
3. Hyatt Regency

**H. Salon/Spa/Beauty Care**

**1. Good Going**

Salon,Spa,Slimming

CO D-6 (Near OBC Bank) Sector-1, IMTManesar-0124 3259938/9650728494

**2.Yashika Herbal Beauty Care**

Salon, Spa, Slimmimg**(Only For Ladies)**

SCO D-6 (Near OBC Bank)Sector-1, IMT Manesar-0124 3259938/9650728494

**3.OK Mens Parlour**

SCO B-2 (Near HDFC Bank ATM) Sector-1, IMT Manesar-9999636430/9811969917

**I. LPG Cooking Gas Agencies-Indane**

1.**[Sahil Gas Trading Compan](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)**[y](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)

National Highway 8, IMT Manesar, DLF City Phase, Gurgaon - 122001

Call: [+(91)-124-2337836](tel:+911242337836)

2.**[Pataudi Indane](http://www.justdial.com/Delhi/Pataudi-Indane-%3cnear%3e-Near-Bus-Stand--Pataudi/011PX124-X124-101005181625-P8J1_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Pataudi Indane in Pataudi, Delhi)**

Rewari Road, Near Bus Stand, Pataudi, Pataudi, Gurgaon - 123003

Call: [+(91)-124-2170489](tel:+911242170489)

**J. Courier/RO Water Supply/ Newspaper Services**

1. **Courier Service Facility**

BLUEDART

AMIT VATSA - 011-66111234, 8447746194

1. **RO Water Supply**

AMBEY TRADERS

VIKASH VATS - 784007711, 7840008811 -

1. **Newspaper Services**

M/S RIYA NEWS AGENCY

RAJ SINGH YADAV - 9717448886

1. **Bhushan Dryclean**

Basement, B-2, Sector-1, SCO, IMT Manesar,9891107510/9911557200

**K. LPG Cooking Gas Agencies-Indane**

**1. Supply of Gas Cylinder and delivery system:**

HP - 9999113218 (AWANISH RATHI)

INDANE - 9811311884 (ASHOK YADAV)

**OPERATIONAL FACILITIES & SERVICES FOR THE RESIDENTS WITHIN VIN**

**DAILY NEEDS**

1. HDFC Bank branch
2. Mother Dairy - SHOP No B010 at Town Square
3. Needs Gourmet – Coming Soon

**COMMUTING & TRANSPORT**

1. Bus shuttle service has been organized from Vatika India Next to Gurgaon to ensure commutation is hassle free

**RECREATION** –

1. Development / Landscaping of Parks. Kid’s play area in the parks is under development
2. Temporary Club – Coming Soon

**SAFETY & SECURITY**

1. The entry points are manned by well trained and efficient security team and a mobile security personnel patrol the complex
2. Police check post to come up shortly

**SERVICES**

Facilities Management - Vatika has appointed Enviro (Facilities Management by Vatika) to manage operations and maintenance of various facilities and services. These services will be manned round the clock by a team of professionally trained operators/technicians headed by an Estate Manager

Estate Management Office Address –

Plot No. 33, E-1

Vatika India Next

Gurgaon, 122004

Haryana

Call Centre – 0124-4976840

**ANNEXURE 1**

**RESIDENT’S PERSONAL INFORMATION PERFORMA**

**(To be submitted at the EMO)**

**Name of Complex: Vatika India Next (City Homes)**

**Property Details:**

**Name:**

**Father’s Name:**

**Profession:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………..E-Mail ID:…………………………………………….**

**Office:……………………………………………Residence:……………………………………………..**

**Family Details:**

**Spouse Name:**

**Father’s Name:**

**Occupation:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………E-Mail ID:…………………………………………….**

**Office:………………………………………….Residence:……………………………………………..**

**Children’s Details:**

**Name:**

**Age:**

**VehiclesDetails: RegistrationNo:…………………………………Make:………………Color:………**

**No. of pets if any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Remarks: (If you would like to add some other information, like emergency contact details)**

**............................................................................................................................................................................................................................................................................................................................................................................................................................**

**Signature:**

**ENVIRO – A UNIT OF VATIKA HOTELS PVT LTD**

**E NET REGISTRATION FORM**

**Vatika India Next, Sector-82/83, NH8**

Registration number: India Next/E­\_REG/001 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Owner Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case ENet facility is to be availed by the tenant than tenant details are to be furnished below

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

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

Tenant Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledgement

Registration number: India Next/E­\_REG/001 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Address : Authorised Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(IBMS)**

**MAINTENANCE AGREEMENT**

This Maintenance Agreement for Maintenance and Services (herein after referred to as “Maintenance Agreement”) is made at Gurgaon on this …….day of ……… of \_\_\_\_\_.

BETWEEN

**Vatika Hotels Private Limited**, a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, Devika Tower, 6 Nehru Place, New Delhi-19 and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-1, Gurgaon-122002, hereinafter called the "Service Provider", 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 **Mr. S.K Mehta** of the First Part.

**AND**

Mr.………………………. S/o R/o . . and hereinafter 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 Second Part.

**WHEREAS**

1. Vatika Ltd in association with its associates (Hereinafter referred to as the Developer) has developed a Residential Group Housing Colony named as “City Homes” along with a Convenient Shopping Center situated in the township known as ‘Vatika India Next’, near NH-8, District Gurgaon, Haryana,.(City Homes and the Convenient Shopping Center are Hereinafter collectively referred to as the “Said Complex”).
2. The User has purchased a Unit with the following details (hereinafter called the said Unit') in the Said Complex vide Builder Buyers Agreement dated\_\_\_\_\_\_ through allotment /assignment/transfer (Hereinafter called the Agreement).

|  |  |  |
| --- | --- | --- |
| **DETAILS OF UNIT** | | |
| Unit No. |  | |
| Building/Tower |  | |
| Super Area (in Sq. Ft) |  | |
| Whether Apartment or shop? |  | |
| Parking (User Rights Only) if allocated? | CPN |  |

1. The User has agreed in the Said Agreement that the upkeep, maintenance of the Complex and its common areas, facilities and services, etc be entrusted with the Developer and/or its nominated Company/Agency. In furtherance thereof the User has voluntarily elected and approached to the Service Provider for upkeep and maintenance and services of the Said Complex.
2. The Service Provider, being the nominated company/agency of the Developer, has considered and accepted the proposal of the User on the terms and conditions of the said Agreement as may be applicable to this Maintenance Agreement and on the terms and conditions agreed herein.
3. The User has paid to SERVICE PROVIDER an Interest Bearing Maintenance Security Deposit (IBMSD) @ **Rs.50**/- (Rupees Fifty only) per square foot of the super area of the said Unit and SERVICE PROVIDER hereby acknowledges the receipt of the said Security Deposit. The User has agreed to keep deposited with SERVICE PROVIDER the aforesaid Security Deposit and any increase therein as may be determined by SERVICE PROVIDER/Maintenance Agency/Developer from time to time..
4. Now the Parties have decided to reduce the terms and conditions as agreed between them into writing in the following manner.

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

1. **TERM OF MAINTENANCE AGREEMENT :**
   1. That Service Provider shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter for a period of Three (03) years i.e with effect from ………………… to………………... It is agreed between the Parties that this Maintenance agreement shall initially be for a period of Three ( 03) years and to be renewed automatically for further 2 terms of three years each. Upon expiry of each term of three years period, the Maintenance charges shall be increased by 15% on the preceding Maintenance Charges or on actual as may decided by the Service Provider.
2. **SCOPE OF MAINTENANCE SERVICES**

"Maintenance Services" shall mean and include the following services:

* 1. Operations and maintenance of all equipments including sub-station(s) connected with the supply of electricity to the said Complex under bulk electric supply scheme as may be provided by Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any competent authority, subject to receipt of necessary permissions and completion of all formalities and deposit of security by the User in this respect. The operation and maintenance of bulk supply and distribution of electricity may be further entrusted by Service Provider to any other company, nominee, agency as Service Provider deems fit.
  2. Common Areas Maintenance Services: Cleaning and lighting of passages, staircases, and other exterior and interior common areas of the said Complex and cleaning of its interior and exterior common services.-
  3. Operation and Maintenance of services located in the said Complex, including its basements/stilts, electric sub-station(s) and equipment, pump(s) security and fire protection systems & hydrants, transformer(s), DG set{s) for power back-up, water tank(s), water softening plants etc.
  4. 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, parks, paths. & other services etc.
  5. Security services for the common areas of the said Complex. The Security services shall be limited to watch and ward. Security Guards will be deputed for shops in the retail of the condominium also.
  6. Insurance of the super structure of the said Complex (however, the User will be solely responsible for insuring the contents within the Said Unit at his own cost, risk and responsibility). Insurance of shops and stores inside the shop shall not be done by the service provider.
  7. General Housekeeping of the common areas in the said complex including cleaning & lighting of passages, staircases, and other common usage areas and cleaning of the said Complex.

1. **DEFINATION AND COMPUTATION OF MAINTENANCE CHARGES**.

The maintenance charges will be defined and computed in the manner provided herein below:

* 1. The maintenance charges will be computed by taking into account the entire cost incurred by service provider for rendering maintenance services including the cost of electrical energy paid by service provider to Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) for common services only viz..Lighting of common areas and operation of common utility machinery and 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 spaces including the Said Unit. The resultant net expenditure shall be treated as a component of maintenance charges and shared to individual occupants in proportion to the super area of their respective spaces.
  2. Since pre-paid electricity / energy meters have been installed in the Said Unit, the User has to recharge the pre-paid meters as per requirements. The electricity supply shall be automatically disconnected when the balance amount in the pre-paid meter gets exhausted. At present the electricity/ energy charges are **Rs.7.07\*** per unit for electricity through DHBVN and **Rs. 15.29\*** per unit for electricity through DG sets. The said rate is subject to enhancement/ variation depending upon the DHBVN tariff revision and the variation in the cost of diesel / overheads from time to time
  3. DHBVN levies Fixed charges for Bulk domestic Supply of electricity as per tariff instructions sanctioned by the regulatory authority DHBVN As per the existing tariff fixed charges currently charged by DHBVN are **Rs. 80\*** (Rupees Eighty Only) per KW per month. The above mentioned fixed Charges will also be deducted by the prepaid meter accordingly.

\*The charges are subject to variation.

* 1. The proportionate cost of insuring the structure of the said Complex, as may be applicable, shall be recovered by service provider from the User as a part of maintenance charges. The User will not do or permit to be done any act or thing which may render void or voidable insurance of the Complex or any part of the said Complex or cause increased premium to be payable in respect thereof. However, the User shall be solely responsible for insuring contents within the Said Unit at his own cost and Service Provider accepts no responsibility in this regard.
  2. Service Provider will specify the actual costs incurred for provision of additional/ specific services (including but not limited to operation and maintenance of the car parking spaces allocated 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 service provider. These specific/ additional services will be solely to the account of the User or if a number of occupants use the same service then it shall be shared on pro rata basis to be determined by Service Provider in its sole discretion.
  3. Service provider reserves absolute right to increase, revise, and modify charges for any of the service to enable service provider to provide necessary maintenance services.
  4. It is clarified by service provider and understood by the User that:

(i) The entire overheads including salaries and wages etc. will form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged.

(ii) The cost of any services included in overheads will proportionately be included in the above computation to the extent required and necessary for the performance of the maintenance services.

(iii) The user will pay to the service provider, without demur or delay, its proportionate share (on the basis of number of Users using the same area or complex) in any unforeseen charges or outgoings or capital cost of replacement/ installation of any equipment/ machinery/ apparatus becoming unusable. The demand so raised by service provider will be reasonable and final, conclusive and binding on the User.

1. **PROCEDURE OF PAYMENT OF MAINTENANCE CHARGES**

* 1. The Maintenance Charges will be recovered through the pre-paid dual energy meters. The meters can be recharged online through payment gateway system or by any other means as decided by the service provider such as recharge coupons to be purchased by the Users on presenting a crossed cheque / demand draft drawn in favour of **Enviro (A Unit of Vatika Hotels Pvt. Ltd)** Payable at Gurgaon. The maintenance charges, presently applicable other than consumption of electrical energy in the said Unit is **Rs 2.33/-** (Rupees only) per sq. ft. and electricity charges for common area is **Rs 0.13/-** (Rupees only) per month plus Tax & duties as applicable. The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be treated and payable by the User alone.
  2. The Maintenance Charges shall be enhanced in order to factor in the inflation in the cost of inputs and the minimum wages.
  3. The User will be liable to pay Service Tax and all other taxes, cess and levies on the Maintenance Charges as may be applicable from time to time.
  4. The User undertakes to pay the dues without any reminders from service provider.
  5. Service provider will charge interest at the rate of 18% p.a for the period of delay in payment of service charges or any other amount/cost in respect of the Services.
  6. Without prejudice to and notwithstanding the rights of service provider to charge interest for the period of delay in payment, in case the User fails to pay the dues on or before the due date indicated to User, then the unpaid amount will be deemed to be a notice and the maintenance services including electricity/ water supply to the User will, without prejudice to the right of service provider to recover charges, be disconnected after the expiry of seven days of the due date without any notice to the User. The supply will not be reconnected unless and until the dues together with interest at the rate of 18% p.a for the period of delay and all other related expenses incurred/ to be incurred by the service provider in disconnecting and reconnecting the electric/ water supply and maintenance services is paid by the User.
  7. All returned/ dishonored cheques will 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. service provider will be entitled to recover bank charges in addition to pending amount, interest at the rate of 18% p.a and other charges as provided in this Maintenance agreement in case of dishonored cheques. However, the Developer may condone the dishonor of a cheque in exceptional circumstances subject to the Allottee paying a penalty of **Rs.2000**../- for each such dishonor apart from penal interest for the period of delay.

1. **RIGHT TO USE OF MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**
   1. The User agrees that his right to use the common facilities including supply of electrical energy/ power back-up and/or water will be subject to regular and prompt payment of maintenance/ electricity and water charges as per pre paid meters installed by service provider. If maintenance/ electricity/ water charges or any part thereof is not paid regularly, the User agrees that he will lose the right to use any of the common facilities/ services including right to receive electricity/ power back-up and/or water inside the Said Unit, 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 will be unhindered
2. **LIMIT ON THE RESPONSIBILITY OF SERVICE PROVIDER**
   1. Service provider makes it clear to the User that the provision of maintenance services will be done by service provider through various outside agencies under separate agreements entered into by it with them. service provider'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 maintenance agreements executed by them and to change an agency if its performance is not upto the desired standards. Service provider accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing different components of the maintenance services. Similarly, service provider's role and responsibility for the supply of electrical energy to the Users will be limited to receiving the supply of energy from DHBVN in bulk and to distribute the same to them in terms of their applications. service provider is a mere distributing agency on behalf of DHBVN and has no power or control on the quality/ quantity or any other specifications with respect to the electrical energy supplied by DHBVN and, therefore, it will accept no responsibility whatsoever and will not be liable for any action, damages whatsoever for any failure on the part of DHBVN to supply electrical energy.
   2. Service provider will in no way be responsible or liable for any fire, electrical, pollution, or any kind of hazard originating from the Said Unit including those or due to electrical devices installed therein. The aforesaid hazards shall not impose any kind of legal or financial liability on service provider and the User agrees to keep service provider indemnified and harmless against any loss or damage that may be caused to service provider or any other third party in this regard. The User will ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Unit or externally, will not pose any fire, electrical, structural, pollution and health hazard for which the User will be solely responsible for all legal and financial consequences arising there from.
3. **GENERAL**
   1. The User will park his vehicle/car in the Car Parking Space(s) allocated to him in terms of the said Agreement in respect of the said Unit and nowhere else. In the absence of an authorized parking slot the vehicle will not be allowed to be parked inside the complex. Same will be the case in respect of cars of the visitors/ guests of the User. In case of unauthorized parking penalty or any other action against such unauthorized parking may be decided by the Service Provider from time to time.
   2. In case of failure of the User to pay the maintenance bills and other charges on or before the due date, the User in addition to permitting the Service Provider to deny him the right to avail the maintenance services, also authorizes the Service Provider to adjust maintenance security deposit against such defaults. The User undertakes to fill the deficit in the IBMSD due to increase in Service Charges or due to any adjustment thereof.
   3. The User hereby undertakes that in case of sale/transfer of the said Unit, the User shall convey/bring to the knowledge all the rights, duties and obligation under this agreement of the purchaser of the said Unit.
   4. The User and his family members will follow and abide by the guidelines (DO's and DON’Ts) issued/ notified by service provider from time to time and the User will make his visitors/ guests/ tenants aware of the same.
   5. The User undertakes and assures service provider that he will install coolers and air-conditioners only at the spaces specifically designated and earmarked in respect of the said Unit. The User will ensure that there is no dripping or leakage of water from his coolers and air-conditioners. The User also undertakes not to install dish and other antennas outside his Unit.
   6. The User agrees and confirms that the Maintenance Services to be provided by service provider under this maintenance agreement are as a bouquet of services on a total basis and the User will not be entitled to choose any one or several of them. It is stated for abundant clarity that the Maintenance Services are confined to common areas only and do not cover white-washing, painting, curing of seepage, defects in sewer and water pipes, plumbing, electric/ telephone/ cable wiring etc. within the said Unit for which the User will make his own appropriate arrangements at his own expense and if the same is attended by Service Provider that will be on extra chargeable basis considering the Manpower cost, spares, other Material etc.
   7. All costs, charges and expenses payable on or in respect of this maintenance agreement and on all other instruments and deeds to be executed, if any, pursuant to this maintenance agreement, legal fees, if any, will be borne and paid solely by the User.
   8. Service provider will not be held responsible or liable for not performing its obligations under this maintenance agreement due to force majeure conditions or for reasons beyond its control.
   9. That it is clearly understood and so agreed by the User that all the provisions contained herein and the obligation arising there under in respect of the said Unit will be equally applicable to and enforceable against any and all occupiers, tenants/ employees of the User and/ or subsequent purchasers of the said Unit, as the said obligations go along with the said Unit for all intents and purposes. In the event of sale or letting out or otherwise parting with possession of the said Unit, the User will inform service provider in writing in advance and will obtain mandatory no dues certificate from service provider.
   10. The failure of service provider to enforce at any time or for any period of time any provision(s) hereof will not be construed to be waiver of any provision or of the right to enforce any or each and every provision of this maintenance agreement.
   11. If any provision of this maintenance agreement is determined to be void or unenforceable under any law such provision will be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this agreement will remain valid and enforceable.
   12. Unless otherwise provided herein, this maintenance agreement constitutes the entire maintenance 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. Unless otherwise provided, this maintenance agreement will not be changed or modified except in writing and signed by the parties hereof.
   13. Any notice letter or communication to be made, served or communicated under these presents will be in writing and will be deemed to be duly made, served and communicated only if it is addressed at the aforesaid addresses of the parties and sent by registered post

1. **Jurisdiction:**

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 HERETO HAVE SET THEIR RESPECTIVE HANDS AT GURGAON ON THIS DAY MONTH AND YEAR MENTIONED HEREIN ABOVE.**

|  |  |
| --- | --- |
| WITNESSES  1. | For **Vatika Hotels Private Limited**  .  ……………  Mr. S.K Mehta  Authorised Signatory  Service Provider |
|  |  |
| 2. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  User |
|  |  |

**(IFMS)**

**MAINTENANCE AGREEMENT**

This Maintenance Agreement for Maintenance and Services (herein after referred to as “Maintenance Agreement”) is made at Gurgaon on this …….day of ……… of \_\_\_\_\_.

BETWEEN

**Vatika Hotels Private Limited**, a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, Devika Tower, 6 Nehru Place, New Delhi-19 and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-1, Gurgaon-122002, hereinafter called the "Service Provider", 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 **Mr. S.K Mehta** of the First Part.

**AND**

Mr.………………………. S/o R/o . . and hereinafter 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 Second Part.

**WHEREAS**

1. Vatika Ltd in association with its associates (Hereinafter referred to as the Developer) has developed a Residential Group Housing Colony named as “City Homes” along with a Convenient Shopping Center situated in the township known as ‘Vatika India Next’, near NH-8, District Gurgaon, Haryana,.(City Homes and the Convenient Shopping Center are Hereinafter collectively referred to as the “Said Complex”).
2. The User has purchased a Unit with the following details (hereinafter called the said Unit') in the Said Complex vide Builder Buyers Agreement dated\_\_\_\_\_\_ through allotment /assignment/transfer (Hereinafter called the Agreement).

|  |  |  |
| --- | --- | --- |
| **DETAILS OF UNIT** | | |
| Unit No. |  | |
| Building/Tower |  | |
| Super Area (in Sq. Ft) |  | |
| Whether Apartment or shop? |  | |
| Parking (User Rights Only) if allocated? | CPN |  |

1. The User has agreed in the Said Agreement that the upkeep, maintenance of the Complex and its common areas, facilities and services, etc be entrusted with the Developer and/or its nominated Company/Agency. In furtherance thereof the User has voluntarily elected and approached to the Service Provider for upkeep and maintenance and services of the Said Complex.
2. The Service Provider, being the nominated company/agency of the Developer, has considered and accepted the proposal of the User on the terms and conditions of the said Agreement as may be applicable to this Maintenance Agreement and on the terms and conditions agreed herein.
3. The User has paid to SERVICE PROVIDER an Interest Free Maintenance Security Deposit (IFMSD) @ **Rs.50**/- (Rupees Fifty only) per square foot of the super area of the said Unit and SERVICE PROVIDER hereby acknowledges the receipt of the said Security Deposit. The User has agreed to keep deposited with SERVICE PROVIDER the aforesaid Security Deposit and any increase therein as may be determined by SERVICE PROVIDER/Maintenance Agency/Developer from time to time..
4. Now the Parties have decided to reduce the terms and conditions as agreed between them into writing in the following manner.

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

1. **TERM OF MAINTENANCE AGREEMENT :**
   1. That Service Provider shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter for a period of Three (03) years i.e with effect from ………………… to………………... It is agreed between the Parties that this Maintenance agreement shall initially be for a period of Three ( 03) years and to be renewed automatically for further 2 terms of three years each. Upon expiry of each term of three years period, the Maintenance charges shall be increased by 15% on the preceding Maintenance Charges or on actual as may decided by the Service Provider.
2. **SCOPE OF MAINTENANCE SERVICES**

"Maintenance Services" shall mean and include the following services:

* 1. Operations and maintenance of all equipments including sub-station(s) connected with the supply of electricity to the said Complex under bulk electric supply scheme as may be provided by Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any competent authority, subject to receipt of necessary permissions and completion of all formalities and deposit of security by the User in this respect. The operation and maintenance of bulk supply and distribution of electricity may be further entrusted by Service Provider to any other company, nominee, agency as Service Provider deems fit.
  2. Common Areas Maintenance Services: Cleaning and lighting of passages, staircases, and other exterior and interior common areas of the said Complex and cleaning of its interior and exterior common services.-
  3. Operation and Maintenance of services located in the said Complex, including its basements/stilts, electric sub-station(s) and equipment, pump(s) security and fire protection systems & hydrants, transformer(s), DG set{s) for power back-up, water tank(s), water softening plants etc.
  4. 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, parks, paths. & other services etc.
  5. Security services for the common areas of the said Complex. The Security services shall be limited to watch and ward. Security Guards will be deputed for shops in the retail of the condominium also.
  6. Insurance of the super structure of the said Complex (however, the User will be solely responsible for insuring the contents within the Said Unit at his own cost, risk and responsibility). Insurance of shops and stores inside the shop shall not be done by the service provider.
  7. General Housekeeping of the common areas in the said complex including cleaning & lighting of passages, staircases, and other common usage areas and cleaning of the said Complex.

1. **DEFINATION AND COMPUTATION OF MAINTENANCE CHARGES**.

The maintenance charges will be defined and computed in the manner provided herein below:

* 1. The maintenance charges will be computed by taking into account the entire cost incurred by service provider for rendering maintenance services including the cost of electrical energy paid by service provider to Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) for common services only viz..Lighting of common areas and operation of common utility machinery and 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 spaces including the Said Unit. The resultant net expenditure shall be treated as a component of maintenance charges and shared to individual occupants in proportion to the super area of their respective spaces.
  2. Since pre-paid electricity / energy meters have been installed in the Said Unit, the User has to recharge the pre-paid meters as per requirements. The electricity supply shall be automatically disconnected when the balance amount in the pre-paid meter gets exhausted. At present the electricity/ energy charges are **Rs.7.07\*** per unit for electricity through DHBVN and **Rs. 15.29\*** per unit for electricity through DG sets. The said rate is subject to enhancement/ variation depending upon the DHBVN tariff revision and the variation in the cost of diesel / overheads from time to time
  3. DHBVN levies Fixed charges for Bulk domestic Supply of electricity as per tariff instructions sanctioned by the regulatory authority DHBVN As per the existing tariff fixed charges currently charged by DHBVN are **Rs. 80\*** (Rupees Eighty Only) per KW per month. The above mentioned fixed Charges will also be deducted by the prepaid meter accordingly.

\*The charges are subject to variation.

* 1. The proportionate cost of insuring the structure of the said Complex, as may be applicable, shall be recovered by service provider from the User as a part of maintenance charges. The User will not do or permit to be done any act or thing which may render void or voidable insurance of the Complex or any part of the said Complex or cause increased premium to be payable in respect thereof. However, the User shall be solely responsible for insuring contents within the Said Unit at his own cost and Service Provider accepts no responsibility in this regard.
  2. Service Provider will specify the actual costs incurred for provision of additional/ specific services (including but not limited to operation and maintenance of the car parking spaces allocated 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 service provider. These specific/ additional services will be solely to the account of the User or if a number of occupants use the same service then it shall be shared on pro rata basis to be determined by Service Provider in its sole discretion.
  3. Service provider reserves absolute right to increase, revise, and modify charges for any of the service to enable service provider to provide necessary maintenance services.
  4. It is clarified by service provider and understood by the User that:

(i) The entire overheads including salaries and wages etc. will form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged.

(ii) The cost of any services included in overheads will proportionately be included in the above computation to the extent required and necessary for the performance of the maintenance services.

(iii) The user will pay to the service provider, without demur or delay, its proportionate share (on the basis of number of Users using the same area or complex) in any unforeseen charges or outgoings or capital cost of replacement/ installation of any equipment/ machinery/ apparatus becoming unusable. The demand so raised by service provider will be reasonable and final, conclusive and binding on the User.

1. **PROCEDURE OF PAYMENT OF MAINTENANCE CHARGES**

* 1. The Maintenance Charges will be recovered through the pre-paid dual energy meters. The meters can be recharged online through payment gateway system or by any other means as decided by the service provider such as recharge coupons to be purchased by the Users on presenting a crossed cheque / demand draft drawn in favour of **Enviro (A Unit of Vatika Hotels Pvt. Ltd)** Payable at Gurgaon. The maintenance charges, presently applicable other than consumption of electrical energy in the said Unit is **Rs 2.33/-** (Rupees only) per sq. ft. and electricity charges for common area is **Rs 0.13/-** (Rupees only) per month plus Tax & duties as applicable. The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be treated and payable by the User alone.
  2. The Maintenance Charges shall be enhanced in order to factor in the inflation in the cost of inputs and the minimum wages.
  3. The User will be liable to pay Service Tax and all other taxes, cess and levies on the Maintenance Charges as may be applicable from time to time.
  4. The User undertakes to pay the dues without any reminders from service provider.
  5. Service provider will charge interest at the rate of 18% p.a for the period of delay in payment of service charges or any other amount/cost in respect of the Services.
  6. Without prejudice to and notwithstanding the rights of service provider to charge interest for the period of delay in payment, in case the User fails to pay the dues on or before the due date indicated to User, then the unpaid amount will be deemed to be a notice and the maintenance services including electricity/ water supply to the User will, without prejudice to the right of service provider to recover charges, be disconnected after the expiry of seven days of the due date without any notice to the User. The supply will not be reconnected unless and until the dues together with interest at the rate of 18% p.a for the period of delay and all other related expenses incurred/ to be incurred by the service provider in disconnecting and reconnecting the electric/ water supply and maintenance services is paid by the User.
  7. All returned/ dishonored cheques will 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. service provider will be entitled to recover bank charges in addition to pending amount, interest at the rate of 18% p.a and other charges as provided in this Maintenance agreement in case of dishonored cheques. However, the Developer may condone the dishonor of a cheque in exceptional circumstances subject to the Allottee paying a penalty of **Rs.2000**../- for each such dishonor apart from penal interest for the period of delay.

1. **RIGHT TO USE OF MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**
   1. The User agrees that his right to use the common facilities including supply of electrical energy/ power back-up and/or water will be subject to regular and prompt payment of maintenance/ electricity and water charges as per pre paid meters installed by service provider. If maintenance/ electricity/ water charges or any part thereof is not paid regularly, the User agrees that he will lose the right to use any of the common facilities/ services including right to receive electricity/ power back-up and/or water inside the Said Unit, 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 will be unhindered
2. **LIMIT ON THE RESPONSIBILITY OF SERVICE PROVIDER**
   1. Service provider makes it clear to the User that the provision of maintenance services will be done by service provider through various outside agencies under separate agreements entered into by it with them. service provider'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 maintenance agreements executed by them and to change an agency if its performance is not upto the desired standards. Service provider accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing different components of the maintenance services. Similarly, service provider's role and responsibility for the supply of electrical energy to the Users will be limited to receiving the supply of energy from DHBVN in bulk and to distribute the same to them in terms of their applications. service provider is a mere distributing agency on behalf of DHBVN and has no power or control on the quality/ quantity or any other specifications with respect to the electrical energy supplied by DHBVN and, therefore, it will accept no responsibility whatsoever and will not be liable for any action, damages whatsoever for any failure on the part of DHBVN to supply electrical energy.
   2. Service provider will in no way be responsible or liable for any fire, electrical, pollution, or any kind of hazard originating from the Said Unit including those or due to electrical devices installed therein. The aforesaid hazards shall not impose any kind of legal or financial liability on service provider and the User agrees to keep service provider indemnified and harmless against any loss or damage that may be caused to service provider or any other third party in this regard. The User will ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Unit or externally, will not pose any fire, electrical, structural, pollution and health hazard for which the User will be solely responsible for all legal and financial consequences arising there from.
3. **GENERAL**
   1. The User will park his vehicle/car in the Car Parking Space(s) allocated to him in terms of the said Agreement in respect of the said Unit and nowhere else. In the absence of an authorized parking slot the vehicle will not be allowed to be parked inside the complex. Same will be the case in respect of cars of the visitors/ guests of the User. In case of unauthorized parking penalty or any other action against such unauthorized parking may be decided by the Service Provider from time to time.
   2. In case of failure of the User to pay the maintenance bills and other charges on or before the due date, the User in addition to permitting the Service Provider to deny him the right to avail the maintenance services, also authorizes the Service Provider to adjust maintenance security deposit against such defaults. The User undertakes to fill the deficit in the IFMSD due to increase in Service Charges or due to any adjustment thereof.
   3. The User hereby undertakes that in case of sale/transfer of the said Unit, the User shall convey/bring to the knowledge all the rights, duties and obligation under this agreement of the purchaser of the said Unit.
   4. The User and his family members will follow and abide by the guidelines (DO's and DON’Ts) issued/ notified by service provider from time to time and the User will make his visitors/ guests/ tenants aware of the same.
   5. The User undertakes and assures service provider that he will install coolers and air-conditioners only at the spaces specifically designated and earmarked in respect of the said Unit. The User will ensure that there is no dripping or leakage of water from his coolers and air-conditioners. The User also undertakes not to install dish and other antennas outside his Unit.
   6. The User agrees and confirms that the Maintenance Services to be provided by service provider under this maintenance agreement are as a bouquet of services on a total basis and the User will not be entitled to choose any one or several of them. It is stated for abundant clarity that the Maintenance Services are confined to common areas only and do not cover white-washing, painting, curing of seepage, defects in sewer and water pipes, plumbing, electric/ telephone/ cable wiring etc. within the said Unit for which the User will make his own appropriate arrangements at his own expense and if the same is attended by Service Provider that will be on extra chargeable basis considering the Manpower cost, spares, other Material etc.
   7. All costs, charges and expenses payable on or in respect of this maintenance agreement and on all other instruments and deeds to be executed, if any, pursuant to this maintenance agreement, legal fees, if any, will be borne and paid solely by the User.
   8. Service provider will not be held responsible or liable for not performing its obligations under this maintenance agreement due to force majeure conditions or for reasons beyond its control.
   9. That it is clearly understood and so agreed by the User that all the provisions contained herein and the obligation arising there under in respect of the said Unit will be equally applicable to and enforceable against any and all occupiers, tenants/ employees of the User and/ or subsequent purchasers of the said Unit, as the said obligations go along with the said Unit for all intents and purposes. In the event of sale or letting out or otherwise parting with possession of the said Unit, the User will inform service provider in writing in advance and will obtain mandatory no dues certificate from service provider.
   10. The failure of service provider to enforce at any time or for any period of time any provision(s) hereof will not be construed to be waiver of any provision or of the right to enforce any or each and every provision of this maintenance agreement.
   11. If any provision of this maintenance agreement is determined to be void or unenforceable under any law such provision will be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this agreement will remain valid and enforceable.
   12. Unless otherwise provided herein, this maintenance agreement constitutes the entire maintenance 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. Unless otherwise provided, this maintenance agreement will not be changed or modified except in writing and signed by the parties hereof.
   13. Any notice letter or communication to be made, served or communicated under these presents will be in writing and will be deemed to be duly made, served and communicated only if it is addressed at the aforesaid addresses of the parties and sent by registered post

1. **Jurisdiction:**

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 HERETO HAVE SET THEIR RESPECTIVE HANDS AT GURGAON ON THIS DAY MONTH AND YEAR MENTIONED HEREIN ABOVE.**

|  |  |
| --- | --- |
| WITNESSES  1. | For **Vatika Hotels Private Limited**  .  ……………  Mr. S.K Mehta  Authorised Signatory  Service Provider |
|  |  |
| 2. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  User |
|  |  |

**GGN-21**

**Welcome Letter**

**Dear Client,**

**We welcome you to “Gurgaon-21 Vatika India Next” and thank you for entrusting your faith in us!**

**It is our constant endeavor to deliver the best services that enhances the quality of your living experience at Gurgaon -21 Vatika India Next. As a step towards this direction, Vatika Limited has established Estate Management Office (EMO) for maintenance of various facilities and services within the complex. The EMO is headed by an Estate Manager (EM) who can be contacted during working hours at the Facility Office on all working days. The EM is supported by a team of skilled and fully trained technicians with complete administrative support based within the complex. The EMO provides support 24\*7, round the clock, including Sundays and public holidays.**

**The EMO maintains & operates the following systems, common services & utilities:**

|  |  |
| --- | --- |
| **1. Facilities Operations** | |
| **(a)** | **Uninterrupted round the clock operation of all technical services such as electricity distribution, water supply, sewer disposal etc.** |
| **(b)** | **Operation of Client Service Cell which includes registering Client requests, monitor completion and provide feedback to clients.** |
| **(c)** | **Open area Maintenance Services: These relate to operation and maintenance of open spaces within the Complex such as maintenance of compound walls if any, landscaping, electrification of the said portion of land, water supply, sewerage, roads, parks, paths & other services etc.** |
| **(d) (e)** | **Payment of common charges to authorities and collection of dues from clients.**  **Renewal of licenses pertaining to all mandatory compliances.** |
| |  |  | | --- | --- | | **2. House Keeping Deliverables** | | | **(a)** | **General Housekeeping of the common areas in the said complex including cleaning of the roads of the Complex.** | | **(b)** | **Common areas HK inside the towers up to the entrance door of the apartment.** | | **(c)** | **Upkeep of Green Areas.** | | **(d)** | **Doorstep Garbage Collection from the apartments.** | | **(e)** | **Disposal of Garbage and Sewerage.** | | **(f)** | **Desalting and cleaning of drains and collection tanks.** | | **(g)** | **Cleaning and upkeep of all service areas and common equipment rooms.** | | | |
| **3. Security Deliverables** | | |
| **(a)** | **Manning of Entry points** | |
| **(b)** | **Patrolling of common areas and streets.** | |
| **(c)** | **General watch and ward.** | |
| **In addition to the responsibilities mentioned above, Enviro is pleased to offer you additional services on payment basis such as taking care of your empty apartment before it is occupied by you/rented out (Apartment Holding Tasks) and repair of various fittings inside the apartment subsequently after shifting in (Additional Apartment Services) also. The details of the services planned to provide you additional convenience are listed below and the rate cards are attached for your reference please:-**  **1. Apartment Holding Tasks (Paid)** | | |
| **(a)** | **Safe custody of the apartment and security of fittings.** | |
| **(b)** | **Dusting and cleaning of apartments twice in a week.** | |
| **(c)** | **Airing of apartments once a week.** | |
| **(d)** | **Cleaning of glass panes from inside once a week.** | |
| **(e)** | **Final coat of paint prior to handing over of apartment to client.** | |
| **(f)** | **Checking and ensuring serviceability of all services.** | |
| **2. Additional Apartment Services (Paid )** | | |
| **Electrical** | | |
| **(a)** | **Light/Fixture needs repair** | |
| **(b)** | **Fan malfunctioning.** | |
| **(c)** | **Tripping of MCB** | |
| **(d)** | **Replacement of MCB** | |
| **(e)** | **Switch /Socket replacement** | |
| **Carpentry** | | |
| **(a)** | **Hanging of Painting/Arts** | |
| **(b)** | **Wooden door needs repairing** | |
| **(c)** | **Replacement of door fittings.** | |
| **Painting** | | |
| **(a)** | **Touch up OBD of wall.** | |
| **House Keeping** | | |
| **(a)** | **Chair Shampooing** | |
| **(b)** | **Carpet Shampooing** | |
| **(c)** | **Floor polishing (teranova)** | |
| **(d) Maintenance of plants.** | | |

**The Estate Management Team is based at Vatika Gurgaon-21 at the following address:-**

**Estate Management Office**

**Basement-2, Gurgaon -21,**

**Sector -83**

**Vatika India Next**

**NH-08, Gurgaon.**

**Kind Attention:**

**For reference EMO Important numbers:**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Title** | **Name** | **Mobile Number** |
| **1.** | **Helpdesk (Complains & Request )** | **Client Service Cell** | **0124-4976840** |
| **2.** | **Emergency Number** | **Security Officer** | **8527879911** |
| **3.** | **Estate Manager** | **Vikas Kumar Pandey** | **9717495211** |

**Electricity and Maintenance Charges:**

**Electricity will be supplied through prepaid metering. The Electricity Meter will be charged by an on–line prepaid procedure through “Payment Gateway” and will also deduct Maintenance Charges. The maintenance charges will be deducted on daily basis from the date of physical possession and Electricity charges will be deducted on actual consumption as per usage of DHBVN /DG supply.**

**We welcome you once again and wish you a wonderful experience of living in the tranquil and serene.**

**Vatika India Next!**

**Estate Manager**

**Gurgaon -21**

**Vatika India Next.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CHECK - LIST** | | | | | | |
| **S. No.** | | **Documents Detail** | | **Concern Department** | | |  | | --- | | **Availability Status Mark √ or ×** | |
| **Possession Documents from Facilities** | | | | | | |
| **1** | | **Welcome Letter** | | **Facilities** | |  |
| **2** | | **Resident’s Personal Information Performa** | | **Facilities** | |  |
| **3** | | **Information Form for Moving in & out** | | **Facilities** | | **CD** |
| **4** | | **General Information for Moving In & Out** | | **Facilities** | | **CD** |
| **5** | | **Form for Interior work /contractual worker** | | **Facilities** | | **CD** |
| **6** | | **Do's and Don’ts for carrying out interior work** | | **Facilities** | | **CD** |
| **7** | | **Hot Permit Form** | | **Facilities** | | **CD** |
| **8** | | **Format for Information of Tenant** | | **Facilities** | | **CD** |
| **9** | | **Domestic Help Details Form** | | **Facilities** | | **CD** |
| **10** | | **General Information for Domestic Help** | | **Facilities** | | **CD** |
| **11** | | **Payment Gateway Registration Form & SOP** | | **Facilities** | |  |
| **12** | | **Maintenance Agreement** | | **Facilities** | |  |
| **Possession Letter from CRM** | | | | | | |
| **1** | **Possession Letter and Inspection Letter** | | | **CRM** | |  |
| **Flat Handover Letters from Project** | | | | | | |
| **1** | **Handover letter & Inventory for keys** | | | **Projects** | |  |
| **2** | **Handover Letter & Inventory for Aluminium Doors** | | | **Projects** | |  |
| **3** | **Handover Letter & Inventory of Sanitary Fixture & Fittings** | | | **Projects** | |  |
| **4** | **Handover Letter & Electrical Inventory list** | | | **Projects** | |  |
|  |  | | |  | |  |
|  | **CRM Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |  |
|  |  | | |  | |  |
|  | **Projects Sign \_\_\_\_\_\_\_\_** | | | **Facilities Sign \_\_\_\_** | |  |
|  |  | | |  | | |
|  |  | | |  | |  |
|  | **Owner Sign\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |  | |  |
|  |  | | |  | |  |
| **Rate Card of Bucket services provide to our clients from Enviro - facilities management by Vatika** | | | | | | |
|  | |  |  | |  | |
| **Plumbing** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Water leakage from tap. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Water leakage from WC. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Water not coming in water tap. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 4 | | WC back flow issue | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 5 | | WC hand façade malfunctioning. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 6 | | WC cover Broken | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 7 | | WC leakage from joint | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 8 | | WC needs replacement by new one. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 9 | | Broken water tap replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 10 | | Geyser connected pipe leakage. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Electrical Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Light/Fixture needs repair | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Fan malfunctioning. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Tripping of MCB | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 4 | | Replacement of MCB | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 5 | | Switch /Socket replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Carpenter Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Hanging of Painting/Arts | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Wooden door closing issue needs repairing | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Door Stopper replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Painter Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Touch-up of wall | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Housekeeping** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Chair Shampooing | Rs 50/chair | | Cost as per actual + 20% + taxes | |
| 2 | | Carpet Shampooing | Rs 4/sqft | | Cost as per actual + 20% + taxes | |
| 3 | | Floor polishing (teranova) | Rs 12/sqft | | Cost as per actual + 20% + taxes | |
| 4 | | Maintenance of planter | Rs 100/hr | | Cost as per actual + 20% + taxes | |

**ANNEXURE 1**

**RESIDENT’S PERSONAL INFORMATION PERFORMA**

**(To be submitted at the EMO)**

**Name of Complex: Vatika India Next (Gurgaon 21)**

**Property Details:**

**Name:**

**Father’s Name:**

**Profession:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………..E-Mail ID:…………………………………………….**

**Office:……………………………………………Residence:……………………………………………..**

**Family Details:**

**Spouse Name:**

**Father’s Name:**

**Occupation:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………E-Mail ID:…………………………………………….**

**Office:………………………………………….Residence:……………………………………………..**

**Children’s Details:**

**Name:**

**Age:**

**Vehicles Details: Registration No:………………………Make:…………………………Color:……………….**

**No. of pets if any:**

**Remarks: (If you would like to add some other information, like emergency contact details)**

**.....................................................................................................................................................................................................................................................................................................................................................................**

**Signature:**

**ENVIRO – A UNIT OF VATIKA HOTELS PVT LTD**

**E NET REGISTRATION FORM**

**Vatika India Next, Sector-82/83, NH8**

Registration number: India Next/E­\_REG/001 Date: \_\_\_\_\_\_\_\_

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

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

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

Owner Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

Owner PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case ENet facility is to be availed by the tenant than tenant details are to be furnished below

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

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

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

Tenant Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledgement

Registration number: India Next/E­\_REG/001 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Address :

**AMENITIES – (WITH SMART MAPS)**

**List of amenities available within the Radius of 07-10 KM from VIN**

1. **Healthcare/Hospitals/ Pharmacy:-**
2. **Medanta The Medicity**

Sector-38, Rajiv Chowk, Gurgaon, Haryana 122001, India

1. **Rockland Hospital (Multi Specialty Hospital)**

Manesar, Gurgaon Plot No. P-2, Sector-5 IMT Manesar

Ph.: 4755555, E-mail: [manesar@rocklandhospital.net](mailto:manesar@rocklandhospital.net)

Emergency Number- 011 - 41222222, 47667100 to 499

1. **Schools**
2. **MatriKiran School (Junior School)**

Sohna Rd, Sector 49

Gurgaon, Haryana 122018, India

0965069022

1. [**BAL Bharti Public School**](http://www.justdial.com/Delhi/BAL-Bharti-Public-School-%3cnear%3e-IMT-Manesar-Sec-1-Manesar/011PXX11-XX11-100204125945-W2W2_RGVsaGkgQ0JTRSBTY2hvb2xzIE1hbmVzYXI=_BZDET)

IMT Manesar, Sec-1, Manesar, Gurgaon – 122050

Call: [+(91)-9212808008](tel:+919212808008)

1. **Laxmi International School**

Kasan Road, Manesar

0124-2337465,2164065

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

|  |
| --- |
|  |

**C.Play School**

**1.** .**Bachpan Play School**

C/o Unique Infosys Computer Institute,   
 Near Peer Mandir, V.P.O. Manesar,   
 0124-2338699, 98735-19902.

**D. Grocery & Provision Store/Stationary/ Vegetable /Fruit Market**

**1. Mother Dairy**

Shop No. B010 Town Square

Vatika India Next

**2. GS Daily Needs Store**

SCO-10,Sec-1,Near OBC Bank,IMT Manesar,

Gurgaon-0124-2291050.

**3. Day Today Shop**

SCO-D-9, Sector-1, IMT Manesar,

Gurgaon-9990004291/954006600

[daytodayshop@live.com](mailto:daytodayshop@live.com)

**E. ATM/Bank**

1. **HDFC BANK**

Shop No. C018 & C019

Town Square

**F. Taxi Stand**

**1.Carz on rent**

GB-14, Raheja Square, Sector-2A,

IMT Manesar, Gurgaon,

+(91)-9971399371 |0124-4003932

**2.Dinesh Taxi Service**

Nainwal, Near IMT Manesar, Gurgaon, IMT Manesar, Gurgaon

+(91)-9971667344 | 9971202391

**G. Nearest Restaurants/Hotels**

1. Haldiram’s
2. Mc Donald’s
3. Hyatt Regency

**H. Salon/Spa/Beauty Care**

**1. Good Going**

Salon,Spa,Slimming

CO D-6 (Near OBC Bank) Sector-1, IMTManesar-0124 3259938/9650728494

**2.Yashika Herbal Beauty Care**

Salon, Spa, Slimmimg**(Only For Ladies)**

SCO D-6 (Near OBC Bank)Sector-1, IMT Manesar-0124 3259938/9650728494

**3.OK Mens Parlour**

SCO B-2 (Near HDFC Bank ATM) Sector-1, IMT Manesar-9999636430/9811969917

**I. LPG Cooking Gas Agencies-Indane**

1.**[Sahil Gas Trading Compan](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)**[y](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)

National Highway 8, IMT Manesar, DLF City Phase, Gurgaon - 122001

Call: [+(91)-124-2337836](tel:+911242337836)

2.**[Pataudi Indane](http://www.justdial.com/Delhi/Pataudi-Indane-%3cnear%3e-Near-Bus-Stand--Pataudi/011PX124-X124-101005181625-P8J1_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Pataudi Indane in Pataudi, Delhi)**

Rewari Road, Near Bus Stand, Pataudi, Pataudi, Gurgaon - 123003

Call: [+(91)-124-2170489](tel:+911242170489)

**J. Courier/RO Water Supply/ Newspaper Services**

1. **Courier Service Facility**

BLUEDART

AMIT VATSA - 011-66111234, 8447746194

1. **RO Water Supply**

AMBEY TRADERS

VIKASH VATS - 784007711, 7840008811 -

1. **Newspaper Services**

M/S RIYA NEWS AGENCY

RAJ SINGH YADAV - 9717448886

1. **Bhushan Dryclean**

Basement, B-2, Sector-1, SCO, IMT Manesar,9891107510/9911557200

**K. LPG Cooking Gas Agencies-Indane**

**1. Supply of Gas Cylinder and delivery system:**

HP - 9999113218 (AWANISH RATHI)

INDANE - 9811311884 (ASHOK YADAV)

**OPERATIONAL FACILITIES & SERVICES FOR THE RESIDENTS WITHIN VIN**

**DAILY NEEDS**

1. HDFC Bank branch
2. Mother Dairy - SHOP No B010 at Town Square
3. Needs Gourmet – Coming Soon

**COMMUTING & TRANSPORT**

1. Bus shuttle service has been organized from Vatika India Next to Gurgaon to ensure commutation is hassle free

**RECREATION** –

1. Development / Landscaping of Parks. Kid’s play area in the parks is under development
2. Temporary Club – Coming Soon

**SAFETY & SECURITY**

1. The entry points are manned by well trained and efficient security team and a mobile security personnel patrol the complex
2. Police check post to come up shortly

**SERVICES**

Facilities Management - Vatika has appointed Enviro (Facilities Management by Vatika) to manage operations and maintenance of various facilities and services. These services will be manned round the clock by a team of professionally trained operators/technicians headed by an Estate Manager

Estate Management Office Address –

Plot No. 33, E-1

Vatika India Next

Gurgaon, 122004

Haryana

Call Centre – 0124-4976840

**(IBMS)**

**MAINTENANCE AGREEMENT**

This Maintenance Agreement for Maintenance and Services (herein after referred to as “Maintenance Agreement”) is made at Gurgaon on this …….day of ……… of \_\_\_\_\_.

BETWEEN

**Vatika Hotels Private Limited,** a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, Devika Tower, 6 Nehru Place, New Delhi-19 and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-1, Gurgaon-122002, hereinafter called the "Service Provider", 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 **Mr. S.K. Mehta** of the First Part.

AND

Mr.………………………………………… S/o R/o . . and hereinafter 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 Second Part.

WHEREAS

1. Vatika Ltd in association with its associates (Hereinafter referred to as the Developer) has developed a Residential Group Housing Colony named as **“Gurgaon -21”** along with a Convenient Shopping Center, situated in Village Sihi, Dist Gurgaon, Haryana.(Gurgaon-21 and the Convenient Shopping Center are Hereinafter collectively referred to as the “Said Complex”).
2. The User has purchased a Unit with the following details (hereinafter called the said Unit') in the Said Complex vide Builder Buyers Agreement dated ………………….. through allotment/assignment/transfer (Hereinafter called the Agreement).

|  |  |  |
| --- | --- | --- |
| **DETAILS OF UNIT** | | |
| Unit No. |  | |
| Building/Tower |  | |
| Super Area (in Sq. Ft) |  | |
| Whether Apartment or shop? |  | |
| Parking (User Rights Only) if allocated? | CPN |  |

1. The User has agreed in the Said Agreement that the upkeep, maintenance of the Complex and its common areas, facilities and services, etc be entrusted with the Developer and/or its nominated Company/Agency. In furtherance thereof the User has voluntary elected and approached to the Service Provider for upkeep and maintenance and services of the Said Complex.
2. The Service Provider, being the nominated company/agency of the Developer, has considered and accepted the proposal of the User on the terms and conditions of the said Agreement as may be applicable to this Maintenance Agreement and on the terms and conditions agreed herein.
3. The User has paid to SERVICE PROVIDER an Interest Bearing Maintenance Security Deposit (IBMS) @ Rs.50/- (Rupees Fifty only) per square foot of the super area of the said House and has agreed to keep deposited with SERVICE PROVIDER the aforesaid Security Deposit and any increase therein as may be determined by SERVICE PROVIDER/Maintenance Agency/Developer from time to time. SERVICE PROVIDER hereby acknowledges the receipt of the said Security Deposit.
4. Now the Parties have decided to reduce the terms and conditions as agreed between them into writing in the following manner.
5. **NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**
6. **TERM OF MAINTENANCE AGREEMENT :**
   1. That Service Provider shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter for a period of Three (03) years i.e with effect from ………………… to………………... It is agreed between the Parties that this Maintenance agreement shall initially be for a period of Three ( 03) years and to be renewed automatically for further 2 terms of three years each. Upon expiry of each term of three years period, the Maintenance charges shall be increased by 15% on the preceding Maintenance Charges or on actual as may decided by the Service Provider.
7. **SCOPE OF MAINTENANCE SERVICES**

"Maintenance Services" shall mean and include the following services:

* 1. Operations and maintenance of all equipments including sub-station(s) connected with the supply of electricity to the said Complex under bulk electric supply scheme as may be provided by Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any competent authority, subject to receipt of necessary permissions and completion of all formalities and deposit of security by the User in this respect. The operation and maintenance of bulk supply and distribution of electricity may be further entrusted by service provider to any other company, nominee, agency as service provider deems fit.
  2. Common Areas Maintenance Services: Cleaning and lighting of passages, staircases, and other common areas of the said Complex and cleaning of its interior and exterior common services.
  3. Operation and Maintenance of services located in the said Complex, including its basements/stilts, electric sub-station(s) and equipment, pump(s) security and fire protection systems & hydrants, transformer(s), DG set{s) for power back-up, water tank(s), water softening plants etc.
  4. 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, parks, paths & other services etc.
  5. Security services for the common areas of the said Complex the Security services shall be limited to watch and ward. Security Guards will be deputed for shops in the retail of the condominium also.
  6. Insurance of the super structure of the said Complex (however, the User will be solely responsible for insuring the contents within the Said Apartment at his own cost, risk and responsibility). Insurance of shops and stores inside the shop shall not be done by the service provider.
  7. General Housekeeping of the common areas in the said complex including cleaning & lighting of passages, staircases, and other common usage areas and cleaning of the said Complex.

1. **DEFINATION AND COMPUTATION OF MAINTENANCE CHARGES**.

The maintenance charges will be defined and computed in the manner provided herein below:

* 1. The maintenance charges will be computed by taking into account the entire cost incurred by service provider for rendering maintenance services including the cost of electrical energy paid by service provider to Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) for common facilities only viz..Lighting of common areas and operation of common utility machinery and 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 spaces including the Said Apartment. The resultant net expenditure shall be treated as a component of maintenance charges and shared to individual occupants in proportion to the super area of their respective spaces.
  2. Since pre-paid electricity / energy meters have been installed in the Said Apartment, the User has to recharge the pre-paid meters as per requirements. The electricity supply shall be automatically disconnected when the balance amount in the pre-paid meter gets exhausted. At present the electricity/energy charges are **Rs.7.07\***per unit for electricity through DHBVN and**Rs.15.29 \*** per unit for electricity through DG sets. The said rate is subject to enhancement/ variation depending upon the DHBVN tariff revision and the variation in the cost of diesel / overheads from time to time
  3. DHBVN levies Fixed charges for Bulk domestic Supply of electricity as per tariff instructions sanctioned by the regulatory authority HERC As per the existing tariff fixed charges currently charged by DHBVN are **Rs. 80\*** (Rupees Eighty Only) per KW per month .The above mentioned fixed Charges will also be deducted by the prepaid meter accordingly
  4. The proportionate cost of insuring the structure of the said Complex, as may be applicable, shall be recovered by service provider from the User as a part of maintenance charges. The User will not do or permit to be done any act or thing which may render void or voidable insurance of any Complex or any part of the said Complex or cause increased premium to be payable in respect thereof. However, the User shall be solely responsible for insuring contents within the Said Apartment at his own cost and service provider accepts no responsibility in this regard.
  5. Service provider will specify 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 bearing security and other deposits as may be charged by service provider. These specific/ additional services will be solely to the account of the User or if a number of occupants use the same service then it shall be shared on pro rata basis to be determined by service provider in its sole discretion.
  6. Service provider reserves absolute right to increase, revise, and modify charges for any of the service to enable service provider to provide necessary maintenance services.
  7. It is clarified by service provider and understood by the User that:

(i) The entire overheads including salaries and wages etc. will form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged.

(ii) The cost of any services included in overheads will proportionately be included in the above computation to the extent required and necessary for the performance of the maintenance services.

(iii) The user will pay to the service provider, without demur or delay, its proportionate share (on the basis of number of Users using the same area or complex) in any unforeseen charges or outgoings or capital cost of replacement/ installation of any equipment/ machinery/ apparatus becoming unusable. The demand so raised by service provider will be reasonable and final, conclusive and binding on the User.

1. **PROCEDURE OF PAYMENT OF MAINTENANCE CHARGES**

* 1. The Maintenance Charges will be recovered through the pre-paid dual energy meters. The meters can be recharged online through payment gateway system or by any other means as decided by the service provider such as recharge coupons to be purchased by the Users on presenting a crossed cheque / demand draft drawn in favour of **Enviro (A Unit of Vatika Hotels Pvt. Ltd)** Payable at Gurgaon. The maintenance charges, presently applicable other than consumption of electrical energy in the said Apartment is **Rs 1.97/-**per sq. ft. and electricity charges for common area is **Rs 0.44 /-** per month plus Tax & duties as applicable. The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be treated and payable by the User alone.
  2. The Maintenance Charges shall be enhanced in order to factor in the inflation in the cost of inputs and the minimum wages.
  3. The User will be liable to pay Service Tax and all other taxes, cess and levies on the Maintenance Charges as may be applicable from time to time.
  4. The User undertakes to pay the dues without any reminders from service provider.
  5. Service provider will charge interest at the rate of 18% p.a for the period of delay in payment of service charges or any other amount/cost in respect of the Services.
  6. Without prejudice to and notwithstanding the rights of service provider to charge interest for the period of delay in payment, in case the User fails to pay the dues on or before the due date indicated to User, then the unpaid amount will be deemed to be a notice and the maintenance services including electricity/ water supply to the User will, without prejudice to the right of service provider to recover charges, be disconnected after the expiry of seven days of the due date without any notice to the User. The supply will not be reconnected unless and until the dues together with interest at the rate of 18% p.a for the period of delay and all other related expenses incurred/ to be incurred by the service provider in disconnecting and reconnecting the electric/ water supply and maintenance services is paid by the User.
  7. All returned/ dishonored cheques will 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. service provider will be entitled to recover bank charges in addition to pending amount, interest at the rate of 18% p.a and other charges as provided in this Maintenance agreement in case of dishonored cheques.

1. **RIGHT TO USE OF MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**
   1. The User agrees that his right to use the common facilities including supply of electrical energy and water will be subject to regular and prompt payment of maintenance/ electricity and water charges as per pre paid meters installed by service provider. If maintenance/ electricity/ water charges or any part thereof is not paid regularly, the User agrees that he will lose the right to use any of the common facilities/ services including right to receive electricity/ power back-up and water inside the Said Unit, 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 will be unhindered
2. **LIMIT ON THE RESPONSIBILITY OF SERVICE PROVIDER**
   1. Service provider makes it clear to the User that the provision of maintenance services will be done by service provider through various outside agencies under separate agreements entered into by it with them. service provider'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 maintenance agreements executed by them and to change an agency if its performance is not upto the desired standards. Service provider accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing different components of the maintenance services. Similarly, service provider's role and responsibility for the supply of electrical energy to the Users will be limited to receiving the supply of energy from DHBVN in bulk and to distribute the same to them in terms of their applications. service provider is a mere distributing agency on behalf of DHBVN and has no power or control on the quality/ quantity or any other specifications with respect to the electrical energy supplied by DHBVN and, therefore, it will accept no responsibility whatsoever and will not be liable for any action, damages whatsoever for any failure on the part of DHBVN to supply electrical energy.
   2. Service provider will in no way be responsible or liable for any fire, electrical, pollution, or any kind of hazard originating from the Said Unit including those or due to electrical devices installed therein. The aforesaid hazards shall not impose any kind of legal or financial liability on service provider and the User agrees to keep service provider indemnified and harmless against any loss or damage that may be caused to service provider or any other third party in this regard. The User will ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Apartment or externally, will not pose any fire, electrical, structural, pollution and health hazard for which the User will be solely responsible for all legal and financial consequences arising therefrom.
3. **GENERAL**
   1. The User will park his vehicle/car in the Car Parking Space(s) allocated to him in terms of the said Agreement in respect of the said Unit and nowhere else. In the absence of an authorized parking slot the vehicle will not be allowed to be parked inside the complex. Same will be the case in respect of cars of the visitors/ guests of the User.
   2. The User undertakes to fill the deficit in the IBMSD due to increase in Service Charges or due to any adjustment thereof.
   3. The User hereby undertakes that in case of sale/transfer of the said Unit, the User shall convey/bring to the knowledge all the rights, duties and obligation under this agreement of the purchaser of the said Unit.
   4. The User and his family members will follow and abide by the guidelines (DO's and DON’Ts) issued/ notified by service provider from time to time and the User will make his visitors/ guests/ tenants aware of the same.
   5. The User undertakes and assures service provider that he will install coolers and air-conditioners only at the spaces specifically designated and earmarked in respect of the said Apartment. The User will ensure that there is no dripping or leakage of water from his coolers and air-conditioners. The User also undertakes not to install dish and other antennas outside his apartment.
   6. The User agrees and confirms that the Maintenance Services to be provided by service provider under this maintenance agreement are as a bouquet of services on a total basis and the User will not be entitled to choose any one or several of them. It is stated for abundant clarity that the Maintenance Services are confined to common areas only and do not cover white-washing, painting, curing of seepage, defects in sewer and water pipes, plumbing, electric/ telephone/ cable wiring etc. within the said Apartment for which the User will make his own appropriate arrangements at his own expense and if the same is attended by Service Provider that will be on extra chargeable basis considering the Manpower cost, spares, other Material etc.
   7. All costs, charges and expenses payable on or in respect of this maintenance agreement and on all other instruments and deeds to be executed, if any, pursuant to this maintenance agreement, legal fees, if any, will be borne and paid solely by the User.
   8. Service provider will not be held responsible or liable for not performing its obligations under this maintenance agreement due to force majeure conditions or for reasons beyond its control.
   9. That it is clearly understood and so agreed by the User that all the provisions contained herein and the obligation arising there under in respect of the said Apartment will be equally 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 alongwith the said Apartment for all intents and purposes. In the event of sale or letting out or otherwise parting with possession of the said Apartment, the User will inform service provider in writing in advance and will obtain mandatory no dues certificate from service provider.
   10. The failure of service provider to enforce at any time or for any period of time any provision(s) hereof will not be construed to be waiver of any provision or of the right to enforce any or each and every provision of this maintenance agreement.
   11. If any provision of this maintenance agreement is determined to be void or unenforceable under any law such provision will be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this agreement will remain valid and enforceable.
   12. This maintenance agreement constitutes the entire maintenance 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. Unless otherwise provided, this maintenance agreement will not be changed or modified except in writing and signed by the parties hereof.
   13. Any notice letter or communication to be made, served or communicated under these presents will be in writing and will be deemed to be duly made, served and communicated only if it is addressed at the aforesaid addresses of the parties and sent by registered post

1. **Jurisdiction:**

The Courts at Gurgaon shall alone have the jurisdiction to try and entertain any dispute in respect of any matter arising out of or incidental to this Agreement and no other court shall have jurisdiction in respect thereof and the Agreement shall be governed and construed in accordance with the laws of India.

**IN WITNESS WHEREOF, The Parties Hereto Have Set Their Respective Hands At Gurgaon On This Day Month And Year Mentioned Herein Above.**

|  |  |  |  |
| --- | --- | --- | --- |
| WITNESSES  1. | | For **Vatika Hotels Private Limited**    ……………  Mr S.k. Mehta  Authorised Signatory  Service Provider | |
|  | |  | |
| 2. | | For ………………………….( Name of the User)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorised Signatory | |
|  | |  | |

**(IFMS)**

**MAINTENANCE AGREEMENT**

This Maintenance Agreement for Maintenance and Services (herein after referred to as “Maintenance Agreement”) is made at Gurgaon on this …….day of ……… of \_\_\_\_\_.

BETWEEN

**Vatika Hotels Private Limited,** a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, Devika Tower, 6 Nehru Place, New Delhi-19 and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-1, Gurgaon-122002, hereinafter called the "Service Provider", 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 **Mr. S.K. Mehta** of the First Part.

AND

Mr.………………………………………… S/o R/o . . and hereinafter 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 Second Part.

WHEREAS

1. Vatika Ltd in association with its associates (Hereinafter referred to as the Developer) has developed a Residential Group Housing Colony named as **“Gurgaon -21”** along with a Convenient Shopping Center, situated in Village Sihi, Dist Gurgaon, Haryana.(Gurgaon-21 and the Convenient Shopping Center are Hereinafter collectively referred to as the “Said Complex”).
2. The User has purchased a Unit with the following details (hereinafter called the said Unit') in the Said Complex vide Builder Buyers Agreement dated ………………….. through allotment/assignment/transfer (Hereinafter called the Agreement).

|  |  |  |
| --- | --- | --- |
| **DETAILS OF UNIT** | | |
| Unit No. |  | |
| Building/Tower |  | |
| Super Area (in Sq. Ft) |  | |
| Whether Apartment or shop? |  | |
| Parking (User Rights Only) if allocated? | CPN |  |

1. The User has agreed in the Said Agreement that the upkeep, maintenance of the Complex and its common areas, facilities and services, etc be entrusted with the Developer and/or its nominated Company/Agency. In furtherance thereof the User has voluntary elected and approached to the Service Provider for upkeep and maintenance and services of the Said Complex.
2. The Service Provider, being the nominated company/agency of the Developer, has considered and accepted the proposal of the User on the terms and conditions of the said Agreement as may be applicable to this Maintenance Agreement and on the terms and conditions agreed herein.
3. The User has paid to SERVICE PROVIDER an Interest Free Maintenance Security Deposit (IFMS) @ Rs.50/- (Rupees Fifty only) per square foot of the super area of the said House and has agreed to keep deposited with SERVICE PROVIDER the aforesaid Security Deposit and any increase therein as may be determined by SERVICE PROVIDER/Maintenance Agency/Developer from time to time. SERVICE PROVIDER hereby acknowledges the receipt of the said Security Deposit.
4. Now the Parties have decided to reduce the terms and conditions as agreed between them into writing in the following manner.
5. **NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**
6. **TERM OF MAINTENANCE AGREEMENT :**
   1. That Service Provider shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter for a period of Three (03) years i.e with effect from ………………… to………………... It is agreed between the Parties that this Maintenance agreement shall initially be for a period of Three ( 03) years and to be renewed automatically for further 2 terms of three years each. Upon expiry of each term of three years period, the Maintenance charges shall be increased by 15% on the preceding Maintenance Charges or on actual as may decided by the Service Provider.
7. **SCOPE OF MAINTENANCE SERVICES**

"Maintenance Services" shall mean and include the following services:

* 1. Operations and maintenance of all equipments including sub-station(s) connected with the supply of electricity to the said Complex under bulk electric supply scheme as may be provided by Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any competent authority, subject to receipt of necessary permissions and completion of all formalities and deposit of security by the User in this respect. The operation and maintenance of bulk supply and distribution of electricity may be further entrusted by service provider to any other company, nominee, agency as service provider deems fit.
  2. Common Areas Maintenance Services: Cleaning and lighting of passages, staircases, and other common areas of the said Complex and cleaning of its interior and exterior common services.
  3. Operation and Maintenance of services located in the said Complex, including its basements/stilts, electric sub-station(s) and equipment, pump(s) security and fire protection systems & hydrants, transformer(s), DG set{s) for power back-up, water tank(s), water softening plants etc.
  4. 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, parks, paths & other services etc.
  5. Security services for the common areas of the said Complex the Security services shall be limited to watch and ward. Security Guards will be deputed for shops in the retail of the condominium also.
  6. Insurance of the super structure of the said Complex (however, the User will be solely responsible for insuring the contents within the Said Apartment at his own cost, risk and responsibility). Insurance of shops and stores inside the shop shall not be done by the service provider.
  7. General Housekeeping of the common areas in the said complex including cleaning & lighting of passages, staircases, and other common usage areas and cleaning of the said Complex.

1. **DEFINATION AND COMPUTATION OF MAINTENANCE CHARGES**.

The maintenance charges will be defined and computed in the manner provided herein below:

* 1. The maintenance charges will be computed by taking into account the entire cost incurred by service provider for rendering maintenance services including the cost of electrical energy paid by service provider to Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) for common facilities only viz..Lighting of common areas and operation of common utility machinery and 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 spaces including the Said Apartment. The resultant net expenditure shall be treated as a component of maintenance charges and shared to individual occupants in proportion to the super area of their respective spaces.
  2. Since pre-paid electricity / energy meters have been installed in the Said Apartment, the User has to recharge the pre-paid meters as per requirements. The electricity supply shall be automatically disconnected when the balance amount in the pre-paid meter gets exhausted. At present the electricity/energy charges are **Rs.7.07\***per unit for electricity through DHBVN and **Rs.15.29\*** per unit for electricity through DG sets. The said rate is subject to enhancement/ variation depending upon the DHBVN tariff revision and the variation in the cost of diesel / overheads from time to time
  3. DHBVN levies Fixed charges for Bulk domestic Supply of electricity as per tariff instructions sanctioned by the regulatory authority HERC As per the existing tariff fixed charges currently charged by DHBVN are **Rs. 80\*** (Rupees Eighty Only) per KW per month .The above mentioned fixed Charges will also be deducted by the prepaid meter accordingly
  4. The proportionate cost of insuring the structure of the said Complex, as may be applicable, shall be recovered by service provider from the User as a part of maintenance charges. The User will not do or permit to be done any act or thing which may render void or voidable insurance of any Complex or any part of the said Complex or cause increased premium to be payable in respect thereof. However, the User shall be solely responsible for insuring contents within the Said Apartment at his own cost and service provider accepts no responsibility in this regard.
  5. Service provider will specify 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 bearing security and other deposits as may be charged by service provider. These specific/ additional services will be solely to the account of the User or if a number of occupants use the same service then it shall be shared on pro rata basis to be determined by service provider in its sole discretion.
  6. Service provider reserves absolute right to increase, revise, and modify charges for any of the service to enable service provider to provide necessary maintenance services.
  7. It is clarified by service provider and understood by the User that:

(i) The entire overheads including salaries and wages etc. will form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged.

(ii) The cost of any services included in overheads will proportionately be included in the above computation to the extent required and necessary for the performance of the maintenance services.

(iii) The user will pay to the service provider, without demur or delay, its proportionate share (on the basis of number of Users using the same area or complex) in any unforeseen charges or outgoings or capital cost of replacement/ installation of any equipment/ machinery/ apparatus becoming unusable. The demand so raised by service provider will be reasonable and final, conclusive and binding on the User.

1. **PROCEDURE OF PAYMENT OF MAINTENANCE CHARGES**

* 1. The Maintenance Charges will be recovered through the pre-paid dual energy meters. The meters can be recharged online through payment gateway system or by any other means as decided by the service provider such as recharge coupons to be purchased by the Users on presenting a crossed cheque / demand draft drawn in favour of **Enviro (A Unit of Vatika Hotels Pvt. Ltd)** Payable at Gurgaon. The maintenance charges, presently applicable other than consumption of electrical energy in the said Apartment is **Rs 1.97/-**per sq. ft. and electricity charges for common area is **Rs 0.44 /-** per month plus Tax & duties as applicable. The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be treated and payable by the User alone.
  2. The Maintenance Charges shall be enhanced in order to factor in the inflation in the cost of inputs and the minimum wages.
  3. The User will be liable to pay Service Tax and all other taxes, cess and levies on the Maintenance Charges as may be applicable from time to time.
  4. The User undertakes to pay the dues without any reminders from service provider.
  5. Service provider will charge interest at the rate of 18% p.a for the period of delay in payment of service charges or any other amount/cost in respect of the Services.
  6. Without prejudice to and notwithstanding the rights of service provider to charge interest for the period of delay in payment, in case the User fails to pay the dues on or before the due date indicated to User, then the unpaid amount will be deemed to be a notice and the maintenance services including electricity/ water supply to the User will, without prejudice to the right of service provider to recover charges, be disconnected after the expiry of seven days of the due date without any notice to the User. The supply will not be reconnected unless and until the dues together with interest at the rate of 18% p.a for the period of delay and all other related expenses incurred/ to be incurred by the service provider in disconnecting and reconnecting the electric/ water supply and maintenance services is paid by the User.
  7. All returned/ dishonored cheques will 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. service provider will be entitled to recover bank charges in addition to pending amount, interest at the rate of 18% p.a and other charges as provided in this Maintenance agreement in case of dishonored cheques.

1. **RIGHT TO USE OF MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**
   1. The User agrees that his right to use the common facilities including supply of electrical energy and water will be subject to regular and prompt payment of maintenance/ electricity and water charges as per pre paid meters installed by service provider. If maintenance/ electricity/ water charges or any part thereof is not paid regularly, the User agrees that he will lose the right to use any of the common facilities/ services including right to receive electricity/ power back-up and water inside the Said Unit, 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 will be unhindered
2. **LIMIT ON THE RESPONSIBILITY OF SERVICE PROVIDER**
   1. Service provider makes it clear to the User that the provision of maintenance services will be done by service provider through various outside agencies under separate agreements entered into by it with them. service provider'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 maintenance agreements executed by them and to change an agency if its performance is not upto the desired standards. Service provider accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing different components of the maintenance services. Similarly, service provider's role and responsibility for the supply of electrical energy to the Users will be limited to receiving the supply of energy from DHBVN in bulk and to distribute the same to them in terms of their applications. service provider is a mere distributing agency on behalf of DHBVN and has no power or control on the quality/ quantity or any other specifications with respect to the electrical energy supplied by DHBVN and, therefore, it will accept no responsibility whatsoever and will not be liable for any action, damages whatsoever for any failure on the part of DHBVN to supply electrical energy.
   2. Service provider will in no way be responsible or liable for any fire, electrical, pollution, or any kind of hazard originating from the Said Unit including those or due to electrical devices installed therein. The aforesaid hazards shall not impose any kind of legal or financial liability on service provider and the User agrees to keep service provider indemnified and harmless against any loss or damage that may be caused to service provider or any other third party in this regard. The User will ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Apartment or externally, will not pose any fire, electrical, structural, pollution and health hazard for which the User will be solely responsible for all legal and financial consequences arising therefrom.
3. **GENERAL**
   1. The User will park his vehicle/car in the Car Parking Space(s) allocated to him in terms of the said Agreement in respect of the said Unit and nowhere else. In the absence of an authorized parking slot the vehicle will not be allowed to be parked inside the complex. Same will be the case in respect of cars of the visitors/ guests of the User.
   2. The User undertakes to fill the deficit in the IFMSD due to increase in Service Charges or due to any adjustment thereof.
   3. The User hereby undertakes that in case of sale/transfer of the said Unit, the User shall convey/bring to the knowledge all the rights, duties and obligation under this agreement of the purchaser of the said Unit.
   4. The User and his family members will follow and abide by the guidelines (DO's and DON’Ts) issued/ notified by service provider from time to time and the User will make his visitors/ guests/ tenants aware of the same.
   5. The User undertakes and assures service provider that he will install coolers and air-conditioners only at the spaces specifically designated and earmarked in respect of the said Apartment. The User will ensure that there is no dripping or leakage of water from his coolers and air-conditioners. The User also undertakes not to install dish and other antennas outside his apartment.
   6. The User agrees and confirms that the Maintenance Services to be provided by service provider under this maintenance agreement are as a bouquet of services on a total basis and the User will not be entitled to choose any one or several of them. It is stated for abundant clarity that the Maintenance Services are confined to common areas only and do not cover white-washing, painting, curing of seepage, defects in sewer and water pipes, plumbing, electric/ telephone/ cable wiring etc. within the said Apartment for which the User will make his own appropriate arrangements at his own expense and if the same is attended by Service Provider that will be on extra chargeable basis considering the Manpower cost, spares, other Material etc.
   7. All costs, charges and expenses payable on or in respect of this maintenance agreement and on all other instruments and deeds to be executed, if any, pursuant to this maintenance agreement, legal fees, if any, will be borne and paid solely by the User.
   8. Service provider will not be held responsible or liable for not performing its obligations under this maintenance agreement due to force majeure conditions or for reasons beyond its control.
   9. That it is clearly understood and so agreed by the User that all the provisions contained herein and the obligation arising there under in respect of the said Apartment will be equally 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 alongwith the said Apartment for all intents and purposes. In the event of sale or letting out or otherwise parting with possession of the said Apartment, the User will inform service provider in writing in advance and will obtain mandatory no dues certificate from service provider.
   10. The failure of service provider to enforce at any time or for any period of time any provision(s) hereof will not be construed to be waiver of any provision or of the right to enforce any or each and every provision of this maintenance agreement.
   11. If any provision of this maintenance agreement is determined to be void or unenforceable under any law such provision will be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this agreement will remain valid and enforceable.
   12. This maintenance agreement constitutes the entire maintenance 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. Unless otherwise provided, this maintenance agreement will not be changed or modified except in writing and signed by the parties hereof.
   13. Any notice letter or communication to be made, served or communicated under these presents will be in writing and will be deemed to be duly made, served and communicated only if it is addressed at the aforesaid addresses of the parties and sent by registered post

1. **Jurisdiction:**

The Courts at Gurgaon shall alone have the jurisdiction to try and entertain any dispute in respect of any matter arising out of or incidental to this Agreement and no other court shall have jurisdiction in respect thereof and the Agreement shall be governed and construed in accordance with the laws of India.

**IN WITNESS WHEREOF, The Parties Hereto Have Set Their Respective Hands At Gurgaon On This Day Month And Year Mentioned Herein Above.**

|  |  |  |  |
| --- | --- | --- | --- |
| WITNESSES  1. | | For **Vatika Hotels Private Limited**    ……………  Mr S.k. Mehta  Authorised Signatory  Service Provider | |
|  | |  | |
| 2. | | For ………………………….( Name of the User)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorised Signatory | |
|  | |  | |

**INDEPENDENT FLOORS**

**MAINTENANCE AGREEMENT**

This Agreement is made and executed at Gurgaon on this day \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_ by and

**BETWEEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ S/o \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ R/O\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter 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 First Part.

**AND**

**Vatika Hotels Private Limited**, a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, Devika Tower, 6 Nehru Place, New Delhi-19 and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-1, Gurgaon-122002, hereinafter called the "Service Provider/VHPL", 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 **Mr. S.K. Mehta** of the second Part.

**WHEREAS**

**A.** Vatika Ltd. (VL) is the Developer of the residential colony by the name **“Vatika India Next”** and has constructed independent residential floors (INXT Floor) (hereinafter called the 'said independent floor') of various sizes and specifications in the colony in village Sihi, Shikhopur and Sikanderpur Bada, Tehsil Manesar District Gurgaon in association with its associate companies and collaborators.

**B.** The User has been allotted an independent residential floor bearing Plot No….……. in Street No……… Floor …….., Sector …….., having an approximate super area of \_\_\_\_\_\_\_\_\_ sq. feet(hereinafter called the 'said house’) and has executed a Floor Buyer Agreement dated ………………. with the Developer .

**C.** As per terms of Floor Buyer Agreement, upon the completion of development of the said colony, the Developer is to appoint/designate an agency for the maintenance of essential services which are not looked after/taken over by the State Govt/Municipal Authorities and the Allottee (User herein) is in turn to execute a Maintenance Agreement and pay Interest Free Maintenance Security Deposit (IFMS) at the prevailing cost of inputs ( subject to revision based on the cost of inputs) and Maintenance charges as may be prescribed by the Developer / Maintenance Agency, before taking over the possession of the said House.

**D.** The Developer has appointed **Vatika Hotels Pvt. Ltd.** as the agency for rendering the Maintenance Services through its vertical ‘**Enviro**’ to the said residential colony in which the Said House is situated.

**E**. The User has now approached SERVICE PROVIDER with a request to provide maintenance services and has further assured that it shall abide by the terms and conditions of this Agreement and will promptly pay the bills raised by SERVICE PROVIDER in this regard.

**F.** The User has paid to SERVICE PROVIDER an Interest Free Maintenance Security Deposit (IFMS) @ Rs.50/- (Rupees Fifty only) per square foot of the super area of the said House and has agreed to keep deposited with SERVICE PROVIDER the aforesaid Security Deposit and any increase therein as may be determined by SERVICE PROVIDER/Maintenance Agency/Developer from time to time. SERVICE PROVIDER hereby acknowledges the receipt of the said Security Deposit .

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

**1. Possesion and Duration of maintenance agreement:**

SERVICE PROVIDER shall provide maintenance services as per the scope as set out in Clause (2) hereinafter initially for a period of 3 (Three)years from the date of possession i.e. and will be renewed automatically for further terms each of 3 (Three) years subject to an increase by 15%, or at such rates as may be decided by VHPL, in the monthly maintenance charges for every such renewal, unless the work of providing maintenance services is handed over by the Developer to any other assignee / nominee/ other body corporate or to association of house owners. That Developer/Maintenance Agency reserves the right to increase the IFMS from time to time in keeping with the increase in the cost of Maintenance Services and the User agrees to pay such increase in IFMS within 15 (fifteen) days of demand in this regard.

**2. Scope of maintenance services**

"Maintenance Services" shall mean and include the following systems:

1. Common Areas Maintenance Services: Means upkeep of electricity including sub-station connected with supply of electrical energy (if applicable), water and sewerage systems upto the Houses/buildings.
2. Open area Maintenance Services: Operation and maintenance of open spaces within the boundary of the colony such as maintenance of landscaping, street lights / decorative lights, drainage system, parks, paths including sweeping of roads and sidewalks.
3. Watch and ward of the colony.
4. Insurance of the Complex/Building structure (excluding the dwelling unit and content therein) in which the said House is situated for which pro rata share of the insurance premium shall be payable by the User as part of the maintenance charges stipulated herein.
5. Maintenance of existing external finishing, preventive/periodic external maintenance of the Houses/buildings may be carried out by SERVICE PROVIDER in its sole discretion subject to payment of extra charges.
6. Any other services as may be required from time to time as common service, subject to the feasibility and payment of extra charges as may be decided by VHPL/Developer

**3. It is clarified by SERVICE PROVIDER and understood by the User that:**

1. The entire overheads including salaries and wages etc. will form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged.
   * 1. The cost of additional services shall be included in the above computation to the extent required and necessary for the performance of the maintenance services.

The User shall pay to the SERVICE PROVIDER, without demur or delay, its proportionate share (on the basis of number of users using the same) in any unforeseen charges or outgoings or capital cost of replacement/ installation of any equipment/ machinery/ apparatus becoming unusable. The demand so raised by SERVICE PROVIDER will be reasonable and final, conclusive and binding on the User.

**4. Exclusivity**

a. The parties herein agree that the maintenance services shall be offered as bouquet of services on exclusive basis and the Users shall have no option to choose any one or several out of the maintenance services to be provided by SERVICE PROVIDER under this agreement.     
    
b. The parties agree that the said maintenance services shall not include the following:     
    
i    Insurance of the building/structure and contents within the House of the Users.                  
ii     Cleaning of choked drains/sewers inside the House.

iii     Attending to electrical, Plumbing and other mechanical faults inside the Individual House.

iv. Relaying of road and external painting of the building.

However, the services mentioned in point no 4b (ii) and (iii) can be provided on chargeable basis at the sole discretion of the VHPL.

**5. Definition and computation of maintenance charges**

The maintenance charges will be defined and computed in the manner provided herein below:

The maintenance charges will be computed by taking into account the entire cost incurred by SERVICE PROVIDER for rendering maintenance services including the cost of spares/material used, electrical energy paid by SERVICE PROVIDER and the cost of operating (including fuel, inputs and overheads etc.) and maintaining pumps, transformers, standby DG Set(s), if applicable, and other machinery utilized in connection with the said maintenance services and deducting there from actual receipt from billing of electrical energy to all the occupants of the said building on account of electrical energy consumed inside their respective dwelling unit. The resultant total expenditure shall be treated as a component of maintenance charges and billed to individual occupants in proportion to the area of their respective Houses. SERVICE PROVIDER will bill the actual costs incurred for provision of additional/specific services 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 SERVICE PROVIDER. These specific/ additional services will be solely to the account of the User or if a number of occupants use the same service then it shall be billed on pro rata basis to be determined by SERVICE PROVIDER in its sole discretion. SERVICE PROVIDER reserves absolute right to increase, revise, and modify charges for any of the service to enable VHPL 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 proportionately by the users of Buildings/ Complexes in a manner determined by SERVICE PROVIDER at its sole discretion

**6. Procedure of payment of maintenance charges**

a. SERVICE PROVIDER shall bill the maintenance charges to the User, on monthly basis, in advance. The maintenance charges shall be payable by the User on per sq. ft. super area basis on the rates as maybe periodically determined by SERVICE PROVIDER (presently Rs 1.25 per sq.ft). The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be billed and payable by that User alone. The maintenance charges and Maintenance Security Deposit (IFMS) are subject to revision from time to time and in the absolute discretion of SERVICE PROVIDER/Developer. The User, further, agrees to pay the maintenance charges on a prepaid basis through dual energy meters installed in the said houses. The dual energy meters installed shall be recharged through purchase of coupon(s), available at estate management office or through e-payment or any other procedures/modes as may be specified by Service Provider from time to time.

b. The User shall be liable to pay maintenance charges in respect of the SAID HOUSE from the date of taking over its possession or from the date of offer of possession being made to him by VL, whichever is earlier. The User shall pay in full his dues on account of Maintenance/ Water Supply and SERVICE PROVIDER shall not accept any part payment thereof.

c. The User will be liable to pay Service Tax and all other taxes, cesses and levies on the Maintenance Charges as may be applicable from time to time.

d. The User undertakes to pay the dues without any reminders from the VHPL on or before the due date.

e. SERVICE PROVIDER will charge interest at the rate of 18% p.a for the period of delay in payment of the dues after the due date.

1. All payments will be made by the User by means of a crossed cheque/demand draft drawn in favor of ‘**Enviro (A Unit of Vatika Hostels Pvt Ltd)’.** payable at Gurgaon or through e-payment or any other procedures/modes as may be specified by Service Provider from time to time. In case a pre- paid electric meter installed in respect of the said premises, the user shall recharge such meter in advance to be able to avail supply of electricity/power back-up / air-conditioning facility to the said Premises.
2. Without prejudice to and notwithstanding the rights of SERVICE PROVIDER to charge interest for the period of delay in payment of dues, in case the User fails to recharge the pre-paid dual energy meter(s) installed in the said House as explained in clause 07 of this agreement, or in case of any other billing system adopted by the SERVICE PROVIDER the User fails to clear his/her dues on or before the due date, then without prejudice to the right of SERVICE PROVIDER to recover its dues, SERVICE PROVIDER shall be entitled to disconnect/discontinue the service(s) after either the balance falls below the threshold value in case of pre-paid dual energy meters or after expiry of seven days of the due date in case of alternate billing system adopted by the SERVICE PROVIDER, as the case may be, without any notice to the User. The supply will not be reconnected unless and until all dues together with interest at the rate of 18% p.a for the period of delay and all other related expenses incurred/ to be incurred by the SERVICE PROVIDER in cutting off and reconnecting the water supply, electricity supply and maintenance services shall be paid by the User, presently reconnection Charges for Electricity Supply @ Rs.500/- (Rupees Five Hundred only) subject to revision.

In addition the User also hereby agrees to pay the Service Provider its proportionate share of DHBVN fixed charges for supply of electricity to the said property. The fixed charges currently charged by DHBVN to the company are **Rs.80/-** (Rupees Eighty Only) per KW as levied by DHBVN/ regulatory authority. The said fixed charges are subject to variation/ enhancement dependent on the rates intimated and levied by DHBVN or occupancy of the said property.

h. The payment of dues will not be held up/ delayed if there are any differences or disputes as to its accuracy. Any difference or dispute regarding accuracy of the dues will be separately taken up by the User with SERVICE PROVIDER.

**i.** All returned / dishonored cheques will be subject to legal action under the provisions of Negotiable instrument Act 1881 or any modification thereof apart from civil action for recovery of the amount. VHPL will 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 **Rs.500/-** will be charged and can be revised at the sole discretion of Developer/ Service Provider.

**7.** **Electricity**

The electricity shall be provided by SERVICE PROVIDER /Developer to the User through a single-point connection from DHBVN. The User agrees to pay to SERVICE PROVIDER his prorata share of fixed charges payable to DHBVN and pay in advance for the electricity consumption. The money shall be deducted through the prepaid dual energy meters on periodical basis based on actual consumption recorded through pre-paid dual energy meters installed in the said Houses. It is, further, provided that once the balance falls to the limit set for critical amount, intimation shall be send to the User(s) through SMS and/or e-mail. The User (s) shall be under obligation to get the pre-paid dual energy meter recharged, and in case the User(s) fails to get the prepaid dual energy meter recharged and the balance falls below the threshold value the electricity supply shall be disconnected. The system of recording the consumption of electricity viz. through Prepaid or Post paid meters shall be as decided by SERVICE PROVIDER /Developer, in its sole discretion and the User agrees to abide by the same. The present rate of electricity supplied by DHBVN is Rs7.07\* per unit and for electricity/power supply for standby DG Set, if applicable, is Rs NA per unit which is liable for revision based on variation in cost of inputs.

(Note: In case a pre-paid electric meter is installed in respect of the said Premises, then, the User shall recharge such meter in advance to be able to avail supply of electricity/ power back-up/Air- Conditioning facility to the said Premises.)

**8. Water Supply**

The Developer/ SERVICE PROVIDER shall make arrangements for supplying water to the Houses for domestic consumption from its own resources until alternative supply of water from Municipal sources is available. The terms and conditions of such water supply shall be decided by SERVICE PROVIDER /Developer from time to time.

**9. Right to use of maintenance services subject to payment of maintenance charges**

The User agrees that his right to use the common facilities, avail supply of electricity, water, etc. shall be subject to regular and prompt payment of maintenance, electricity and water charges and SERVICE PROVIDER shall be entitled to disconnect the electricity/water supply in case of non payment of charges thereof. Further, if maintenance/electricity/water charges or any part thereof is not paid/pre-paid dual energy meter not recharged, the User agrees that he will lose the right to use the common facilities/ services but so long as the maintenance charges/other charges are regularly paid, and all the covenants herein are observed, the right of the User to use such common facilities / services shall be unhindered.

**10.** **Limit on the responsibility of VHPL**

i. SERVICE PROVIDER makes it clear to the User that the provision of maintenance services will be done by SERVICE PROVIDER through various outside agencies under separate agreements entered into with them. SERVICE PROVIDER responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the agreements executed by them and to change an agency if its performance is not up to the desired standard. VHPL accepts no legal liability whatsoever, arising from acts of omission, commission, negligence, and defaults of the aforesaid agencies in providing different components of the maintenance services. VHPL shall also not be responsible for any material failure or faulty workmanship in the said outsourced work.

ii. SERVICE PROVIDER will in no way be responsible or liable for any fire, electrical, pollution, structure or any kind of hazard originating from the Said House/Colony including those due to electrical devices installed therein. The aforesaid hazards shall not impose any kind of legal or financial liability on SERVICE PROVIDER and the User agrees to keep SERVICE PROVIDER indemnified and harmless against any loss or damage that may be caused to SERVICE PROVIDER or any other third party in this regard. The User will ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said House or externally by it (the User), will not pose any fire, electrical, structural, pollution and health hazard for which the User will be solely responsible for all legal and financial consequences arising there from..

iii. Interest Free Maintenance Security Deposit (IFMSD) kept deposited by the User with VHPL as security towards the performance of its obligations shall remain deposited with VHPL for the entire duration of this agreement and shall be refunded to the User upon termination or early determination subject to the User performing all its obligations under this agreement and adjustment of dues, if any.

**11.** The User shall always park his car / vehicles in the designated space or in the open parking area and nowhere else. Same will be the case in respect of vehicles of the visitors/ guests of the User.

**12.** The User and his family members will strictly follow and abide by the Do's and  
Don’ts issued/ notified by SERVICE PROVIDER from time to time and the User will make his  
visitors/ guests/ tenants aware of the same.

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**13.** The cost of electricity, water, gas and other meters as may be required/installed, shall be borne by the User(s) and paid to SERVICE PROVIDER without demur.

**14.** All costs, charges, expenses and taxes, etc. 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.

**15.** SERVICE PROVIDER will retain the original of this Agreement and User the duplicate copy thereof.User can get the original copy by paying for the same.

**16.** The failure of SERVICE PROVIDER to enforce at any time or for any period of time any provision(s) hereof will not be construed to be waiver of any provision or of the right to enforce any or each and every provision of this agreement.

**17.** If any provision of this Agreement is determined to be void or unenforceable under any law such provision will be deemed to be amended or deleted to the extent necessary to conform to the applicable law and the remaining provisions of this agreement will remain valid and enforceable.

**18.** 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. Unless otherwise provided, this agreement will not be changed or modified except in writing and signed by the parties hereof.

**19.** Any notice letter or communication to be made, served or communicated under  
these presents will be in writing and will be deemed to be duly made, served and  
communicated only if it is addressed at the aforesaid addresses of the parties and  
sent by registered post.

**20.** SERVICE PROVIDER will not be held responsible or liable for not performing its obligations under this Agreement due to force majeure conditions or for reasons beyond its control.

**21.** That it is clearly understood and so agreed by the User that all the provisions contained herein and the obligation arising there under in respect of the SAID HOUSE will be equally applicable to and enforceable against any and all occupiers, tenants/ employees of the User and/ or subsequent purchasers of the said House, as the said obligations go along with the said House for all intents and purposes. In the event of sale or letting out or otherwise parting with possession of the SAID HOUSE, the User will inform SERVICE PROVIDER in writing in advance and will obtain mandatory NO DUES CERTIFICATE from SERVICE PROVIDER and shall also provide a Deed of Adherence in the form as given in Annexure I, executed by the transferee in whose favor the Said House is being transferred to ensure that the transferee adheres and conforms to all the terms of this agreement / Association if one is formed , that the perspective purchaser / transferee executes the Deed of Adherence thereby agreeing to abide by the terms and conditions as contained in this agreement.

**22. Transfer**

a. That whenever the title of the said House is transferred in any manner whatsoever, the transferor and transferee SHALL give intimation thereof in writing to SERVICE PROVIDER. It will be the sole responsibility of the transferor to pay the outstanding maintenance and other charges payable to the SERVICE PROVIDER before the transfer of the said House and obtain NOC from SERVICE PROVIDER failing with the transferees shall be liable to pay all the outstanding dues before taking possession of the same.

b. In the event of Death of the owner of the House, person(s) to whom the rights, have devolved shall be liable for the payment of outstanding maintenance and other amounts to SERVICE PROVIDER before taking .possession or transfer of title, as the case may be

c. In the event of such sale / transfer, the unadjusted Maintenance Security Deposit shall be transferred by SERVICE PROVIDER to the account of the transferee unless a fresh deposit of the said security amount is made by the transferee. In case the amount is transferred to the account of the transferee, all obligations for refund of the same by SERVICE PROVIDER / Developer shall stand discharged. The parties herein agree that in the event the House is leased, the User shall ensure that the lessee adheres and conforms to all the terms and conditions of this agreement, at all times. However, the responsibility for payment of the Maintenance Charges envisaged herein shall remain to be that of the User, who may cause the same to be paid by the lessee on his behalf. The liability of payment of Maintenance Charges in such cases shall be joint and several in such a case.

1. **Right to inspect**

That SERVICE PROVIDER, through it authorized representative has every right to enter and inspect the premises/property at any time of day during reasonable hours and the House Buyer/occupier has no objection to the same, However, it is agreed that all reasonable steps shall be taken so that the privacy of the House Buyer /occupier is not be disturbed during inspection.

**24*.*  Force majeure**

It is also agreed between the Parties to This Agreement that the SERVICE PROVIDER shall not be liable for breach of this Agreement to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, flood, storms, any other natural calamities, accident, and riots, strike, lockout etc. However it is agreed that the SERVICE PROVIDER shall Take all reasonable & necessary steps to mitigate the effects of such an eventuality and in the event the Force Majeure continues beyond the period of 45 days, the House Owner after giving 7(Seven) days intimation to the Service Provider to rectify and resume the services and upon the failure of the service provider to rectify and resume the services within a period of said 7 (Seven) days after receipt of said notice the User shall be entitled to terminate the agreement by giving a final 7 (Seven) days notice.

**25. Indemnification**

The User hereto undertakes to indemnify and hold harmless Developer / VHPL against all claims, losses, damages, liabilities or expenses (including legal fees) that may be suffered or incurred by the Developer / SERVICE PROVIDER by virtue of any act of omission or commission by the Occupier his/her/its visitors, employees and agents in violation of the terms of and obligations under this Agreement, and the Occupier further agrees to reimburse any damages, and expenses incurred by Developer / SERVICE PROVIDER including in defending any such claim(s) or legal proceeding(s).

**26. Waiver**

The failure of SERVICE PROVIDER to enforce at any period of time any provisions there of shall not be constructed to be a waiver of any provision or the there after to enforce any or each and every provision of the agreement.

**27. Capital replacement**

The cost of replacement, up gradation, additions etc of any plant and machinery for the colony including but not limited to DG sets, if applicable, electrical sub-stations, pumps, fire fighting equipment, any other plant/ equipment of capital nature etc. shall be borne by User(s). The Service Provider in his discretion may either deduct the entire cost directly from the pre-paid dual energy meter(s) installed in the said Houses or bill the User(s) for the same without resorting to IFMS or may pay the expenses by utilizing the Interest Free Maintenance Security Deposit (hereinafter referred to as Capital Replacement). The decision for aforesaid capital replacement shall be only of Developer / SERVICE PROVIDER or the association if one is formed in consultation with SERVICE PROVIDER and the User(s) shall have no right to challenge the same. The cost of Capital replacements shall not form part of the Maintenance Charges. In case the available Deposit is not adequate to meet the cost of capital replacement then User(s) shall fund the deficit by contributing as per the demand raised by the Association/ SERVICE PROVIDER. The User(s) hereby undertake to make good the resultant shortfall within (30) thirty days without demur. The Association/ SERVICE PROVIDER shall levy a penal interest @ 15% for first three months of the default and in case the default continues then simple interest @ 18% until the balance towards the Interest Free Maintenance Security is paid. User(s) agrees and understands that the Association/ SERVICE PROVIDER shall have the lien on the said House in respect of the unpaid maintenance security deposit and the interest accrued thereon.

**28. Entire agreement**

This agreement together with it’s annexure appended hereto consists of the entire agreement reached between the parties to this agreement with respect to the transaction contemplated by this agreement This agreement revokes and supersedes all previous discussions/correspondences and agreements, if any between the parties herein concerning the matters converted herein, whether written oral or implied.

**29. Jurisdiction**

The Courts at Gurgaon shall alone have the jurisdiction to try and entertain any dispute in respect of any matter arising out of or incidental to this Agreement and no other court shall have jurisdiction in respect thereof and the Agreement shall be governed and construed in accordance with the laws of India.

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: For Vatika Hotels Private Limited**

1.

**-----------------------------**

**Mr S.k. Mehta**

Authorized Signatory

Service Provider

2.

For**-----------------------------**

**(Name of the User)**

------------------------------------

Authorised Signatory

**Annexure I**

**Obligations to Be Honored By User which shall deem to include the Occupiers of the said House/building**

1. To make timely payment of maintenance and service charges and other levies as per this Agreement and as revised from time to time.
2. To use the Said House for residential purposes only and as per accepted norms and conditions given below:
3. To dispose off garbage as per the guidelines issued by the Maintenance Agency from time to time.
4. To keep the House including the common staircase, driveway and its surroundings clean.
5. Not to change / alter the exterior finish of the House / building.
6. Not to carryout additional construction in the open areas/out back.
7. Not to cover any open space around the House.
8. Not to raise animals which may cause danger to the others
9. To get the domestic servants / drivers verified from the police hand over a copy of the verification to SERVICE PROVIDER.
10. Not to undertake any illegal activity or activity contrary to good the good order and accepted social norms.
11. Not to do anything which is likely to cause annoyance/ disturbance to the other residents of the colony.
12. Not to store explosive / inflammable / dangerous chemicals on the said House
13. Not to infringe upon the privacy / rights of the other residents of the colony.
14. Not to display commercial hoardings / boards on the said House / construction thereon.
15. Not cause any damage to the roads and drain / common areas.
16. To maintain the passages, common areas, stair cases, roofs of the building and keep the same clear of material/ personal effects etc. at all times.
17. **To abide by any directive circulated/notified by for SERVICE PROVIDER:**
18. Safety and security of the premises.
19. Welfare of the residents.
20. Revision of maintenance and other charges.
21. To follow other rules, issued by SERVICE PROVIDER addressing issues of the residents.
22. The House buyer will ensure intimation of changes in his address on occurrence to SERVICE PROVIDER for proper communication. In the event of non receipt of bill seven (7) days of the beginning of the quarter, It shall be the responsibility of the User/ Buyer/tenant to obtain a duplicate copy and effect payment in time to avoid levy of surcharge.
23. The User/Occupier shall inform SERVICE PROVIDER regarding its specific requirements of services.
24. The User shall be responsible for any pollution and nuisance to the environment whether by noise, disposal of waste (gaseous, solid or liquid).
25. The User will neither himself permit anything to be done which damages any part of the adjacent unit/s nor allow his agent /servant to commit such any act or omission failing the same shall be rectified at the cost of the occupier or the aggrieved party shall be eligible to be compensated by the occupier
26. The User shall not claim any right title or interest on the remaining part of the common areas of the Colony/complex/ and its adjoining areas, open and covered parking space, facilities therein storage areas etc. except common easementary rights attached to their House.

Note: SERVICE PROVIDER /Developer shall not be responsible for maintaining the staircases, driveways, open sit- outs in front and rear, terraces, overhead tanks etc. in the buildings. The same shall be maintained by the respective House owners.

**Annexure II: Deed of Adherence**

**DEED OF ADHERENCE**

That I, ----------------------------------son of Shri---------------------------------------resident of ----------------

-------------------------------------------------------------------------------------------------------------------------------

----------------------------------------------------------------- have been allotted House no ------------------

---------- in the building no -------------------------------------------------------

in -------------------------------------- Complex.

That I have now transferred /sold/ rented out the above mentioned House to Mr. / Mrs. / M/s

------------------------------- S/o ------------------------------------R/O------------------------------------------------

----------------------------------------------------------------------------------- w.e.f. ----------------------------------

That the above mentioned Transferee/ Tenant solemnly Affirms and admit that all the rules and regulation shall be properly adhered by him/her.

**Transferor Transferee/ Tenants**

**INDEPENDENT FLOORS**

**Welcome Letter**

**Dear Client,**

**We welcome you to “Vatika India Next” and thank you for entrusting your faith in us!**

**It is our constant endeavor to deliver the best services that enhances the quality of your living experience at Vatika India Next. As a step towards this direction, Vatika Limited has established a Estate Management Office (EMO) for maintenance of various facilities and services within the complex. The EMO is headed by an Estate Manager (EM) who can be contacted during working hours at the Facility Office on all working days. The EM is supported by a team of skilled and fully trained technicians with complete administrative support based within the complex. The EMO provides support 24\*7, round the clock, including Sundays and public holidays.**

**The EMO maintains & operates the following systems, common services & utilities:**

|  |  |
| --- | --- |
| **1. Facilities Operations** | |
| **(a)** | **Uninterrupted round the clock operation of all technical services such as electricity distribution, water supply, sewer disposal etc.** |
| **(b)** | **Operation of Client Service Cell which includes registering Client requests, monitor completion and provide feedback to clients.** |
| **(c)** | **Open area Maintenance Services: These relate to operation and maintenance of open spaces within the township such as maintenance of compound walls if any, landscaping, electrification of the said portion of land, water supply, sewerage, roads, parks, paths & other services etc.** |
| **(d) (e)** | **Payment of common charges to authorities and collection of dues from clients.**  **Renewal of licenses pertaining to all mandatory compliances.** |
| |  |  | | --- | --- | | **2. House Keeping Deliverables** | | | **(a)** | **General Housekeeping of the common areas in the said complex including cleaning of the said Complex and Sweeping of streets and roads.** | | **(b)** | **Common areas HK up to the gate of the residential units.** | | **(c)** | **Upkeep of Green Areas.** | | **(d)** | **Doorstep Garbage Collection from the apartments.** | | **(e)** | **Disposal of Garbage and Sewerage.** | | **(f)** | **Desalting and cleaning of drains and collection tanks.** | | **(g)** | **Cleaning and upkeep of all service areas and common equipment rooms.** | | | |
| **3. Security Deliverables** | | |
| **(a)** | **Manning of Entry points** | |
| **(b)** | **Patrolling of common areas and streets.** | |
| **(c)** | **Recording all vehicle entries.** | |
| **In addition to the responsibilities mentioned above, Enviro is pleased to offer you additional services on payment basis such as taking care of your empty apartment before it is occupied by you/rented out and repair of various fittings inside the apartment. The details of the services planned to provide you additional convenience are listed below:-**  **1. Apartment holding tasks being offered on extra payment basis** | | |
| **(a)** | **Safe custody of the apartment and security of fittings.** | |
| **(b)** | **Dusting and cleaning of apartments once in two days.** | |
| **(c)** | **Airing of apartments once a week.** | |
| **(d)** | **Cleaning of glass panes from outside and inside once a week.** | |
|  |  | |
|  |  | |
| **2. Additional Paid Services (Details at Enclosure1 )** | | |
| **Electrical** | | |
| **(a)** | **Light/Fixture needs repair** | |
| **(b)** | **Fan malfunctioning.** | |
| **(c)** | **Tripping of MCB** | |
| **(d)** | **Replacement of MCB** | |
| **(e)** | **Switch /Socket replacement** | |
| **Carpentry** | | |
| **(a)** | **Hanging of Painting/Arts** | |
| **(b)** | **Wooden door closing issue needs repairing** | |
| **(c)** | **Door Stopper replacement** | |
| **Painting** | | |
| **(a)** | **Touch up in wall** | |
| **House Keeping** | | |
| **(a)** | **Chair Shampooing** | |
| **(b)** | **Carpet Shampooing** | |
| **(c)** | **Floor polishing (teranova)** | |
| **(d)** | **Staircase cleaning** | |
| **Horticulture** | | |
| **(a)** | **Watering of Planter** | |
| **(b)** | **Maintenance of Back-cot yard lawn** | |
|  |  | |

**The Facilities Team is based at Vatika India Next at the following address:-**

**E1.33, Block-E, Plot No-33,**

**Independent Floors,**

**Sector -82 A**

**Vatika India Next**

**NH-08, Gurgaon.**

**Kind Attention:**

**For reference EMO Important numbers:**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Title** | **Name** | **Mobile Number** |
| **1.** | **Helpdesk (Complains & Request )** | **Client Service Cell** | **0124-4976840** |
| **2.** | **Emergency Number** | **Security Officer** | **8527304666** |
| **3.** | **Estate Manager** | **Ram Bhardwaj** | **9560071556** |

**Electricity and Maintenance Charges:**

**Electricity will be supplied through prepaid metering provision .The Electricity Meter will be charged on prepaid basis through “Payment Gate-way” on–line. The maintenance charges will be deducted on daily basis beside electricity deduction on actual consumption from the date of physical possession.**

**Other Amenities**

**A shuttle bus service will be run for your convenience between Independent floors at INXT and MG Road, Manesar. Please contact EMO for further details. Amenities HDFC (ATM & bank), Mother Dairy, Needs and restaurants like Subway & Mc Donalds will soon be functional at Town Square near Independent Floors. Other amenities in the vicinity of INXT are listed at Encl- 2**

**We welcome you once again and wish you a wonderful experience of living in the tranquil and serene.**

**Vatika India Next!**

**Estate Manager**

**Vatika India Next.**

**Enclosures**

1. **Details of Paid Services**
2. **List of Other Amenities**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CHECK - LIST** | | | | |
| **S. No.** | | **Documents Detail** | **Concern Department** | |  | | --- | | **Availability Status Mark √ or ×** | |
| **Possession Documents from Facilities** | | | | |
| **1** | | **Welcome Letter** | **Facilities** |  |
| **2** | | **Resident’s Personal Information Performa** | **Facilities** |  |
| **3** | | **Information Form for Moving in & out** | **Facilities** | **CD** |
| **4** | | **General Information for Moving In & Out** | **Facilities** | **CD** |
| **5** | | **Form for Interior work /contractual worker** | **Facilities** | **CD** |
| **6** | | **Do's and Don’ts for carrying out interior work** | **Facilities** | **CD** |
| **7** | | **Hot Permit Form** | **Facilities** | **CD** |
| **8** | | **Format for Information of Tenant** | **Facilities** | **CD** |
| **9** | | **Domestic Help Details Form** | **Facilities** | **CD** |
| **10** | | **General Information for Domestic Help** | **Facilities** | **CD** |
| **11** | | **Payment Gateway Registration Form** | **Facilities** |  |
| **12** | | **Maintenance Agreement** | **Facilities** |  |
| **Possession Letter from CRM** | | | | |
| **1** | **Possession Letter and Inspection Letter** | | **CRM** |  |
| **Flat Handover Letters from Project** | | | | |
| **1** | **Handover letter & Inventory for keys** | | **Projects** |  |
| **2** | **Handover Letter & Inventory for Aluminium Doors** | | **Projects** |  |
| **3** | **Handover Letter & Inventory of Sanitary Fixture & Fittings** | | **Projects** |  |
| **4** | **Handover Letter & Electrical Inventory list** | | **Projects** |  |
|  | **CRM Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
|  | **Projects Sign \_\_\_\_\_\_\_\_** | | **Facilities Sign \_\_\_\_** |  |
|  | **Owner Sign\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Rate Card of Bucket services provide to our clients from Enviro - facilities management by Vatika** | | | |
|  |  |  |  |
| **Plumbing** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Water leakage from tap. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 2 | Water leakage from WC. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 3 | Water not coming in water tap. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 4 | WC back flow issue | Rs 150/hr | Cost as per actual + 20% + taxes |
| 5 | WC hand façade malfunctioning. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 6 | WC cover Broken | Rs 150/hr | Cost as per actual + 20% + taxes |
| 7 | WC leakage from joint | Rs 150/hr | Cost as per actual + 20% + taxes |
| 8 | WC needs replacement by new one. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 9 | Broken water tap replacement | Rs 150/hr | Cost as per actual + 20% + taxes |
| 10 | Geyser connected pipe leakage. | Rs 150/hr | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Electrical Rate Card** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Light/Fixture needs repair | Rs 150/hr | Cost as per actual + 20% + taxes |
| 2 | Fan malfunctioning. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 3 | Tripping of MCB | Rs 150/hr | Cost as per actual + 20% + taxes |
| 4 | Replacement of MCB | Rs 150/hr | Cost as per actual + 20% + taxes |
| 5 | Switch /Socket replacement | Rs 150/hr | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Carpenter Rate Card** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Hanging of Painting/Arts | Rs 150/hr | Cost as per actual + 20% + taxes |
| 2 | Wooden door closing issue needs repairing | Rs 150/hr | Cost as per actual + 20% + taxes |
| 3 | Door Stopper replacement | Rs 150/hr | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Painter Rate Card** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Touch-up of wall | Rs 150/hr | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Housekeeping** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Chair Shampooing | Rs 50/chair | Cost as per actual + 20% + taxes |
| 2 | Carpet Shampooing | Rs 4/sqft | Cost as per actual + 20% + taxes |
| 3 | Floor polishing (teranova) | Rs 12/sqft | Cost as per actual + 20% + taxes |
| 4 | Staircase cleaning | Rs 750/month/block | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Horticulture** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Grass Cutting | Rs 100/hr | Cost as per actual + 20% + taxes |
| 2 | Hedge Cutting | Rs 100/hr | Cost as per actual + 20% + taxes |
| 3 | Plantation and watering | Rs 100/hr | Cost as per actual + 20% + taxes |
| 4 | Digging for new plantation | Rs 100/hr | Cost as per actual + 20% + taxes |

**AMENITIES – (WITH SMART MAPS)**

**List of amenities available within the Radius of 07-10 KM from VIN**

1. **Healthcare/Hospitals/ Pharmacy:-**
2. **Medanta The Medicity**

Sector-38, Rajiv Chowk, Gurgaon, Haryana 122001, India

1. **Rockland Hospital (Multi Specialty Hospital)**

Manesar, Gurgaon Plot No. P-2, Sector-5 IMT Manesar

Ph.: 4755555, E-mail: [manesar@rocklandhospital.net](mailto:manesar@rocklandhospital.net)

Emergency Number- 011 - 41222222, 47667100 to 499

1. **Schools**
2. **MatriKiran School (Junior School)**

Sohna Rd, Sector 49

Gurgaon, Haryana 122018, India

0965069022

1. [**BAL Bharti Public School**](http://www.justdial.com/Delhi/BAL-Bharti-Public-School-%3cnear%3e-IMT-Manesar-Sec-1-Manesar/011PXX11-XX11-100204125945-W2W2_RGVsaGkgQ0JTRSBTY2hvb2xzIE1hbmVzYXI=_BZDET)

IMT Manesar, Sec-1, Manesar, Gurgaon – 122050

Call: [+(91)-9212808008](tel:+919212808008)

1. **Laxmi International School**

Kasan Road, Manesar

0124-2337465,2164065

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

|  |
| --- |
|  |

**C.Play School**

**1.** .**Bachpan Play School**

C/o Unique Infosys Computer Institute,   
 Near Peer Mandir, V.P.O. Manesar,   
 0124-2338699, 98735-19902.

**D. Grocery & Provision Store/Stationary/ Vegetable /Fruit Market**

**1. Mother Dairy**

Shop No. B010 Town Square

Vatika India Next

**2. GS Daily Needs Store**

SCO-10,Sec-1,Near OBC Bank,IMT Manesar,

Gurgaon-0124-2291050.

**3. Day Today Shop**

SCO-D-9, Sector-1, IMT Manesar,

Gurgaon-9990004291/954006600

[daytodayshop@live.com](mailto:daytodayshop@live.com)

**E. ATM/Bank**

1. **HDFC BANK**

Shop No. C018 & C019

Town Square

**F. Taxi Stand**

**1.Carz on rent**

GB-14, Raheja Square, Sector-2A,

IMT Manesar, Gurgaon,

+(91)-9971399371 |0124-4003932

**2.Dinesh Taxi Service**

Nainwal, Near IMT Manesar, Gurgaon, IMT Manesar, Gurgaon

+(91)-9971667344 | 9971202391

**G. Nearest Restaurants/Hotels**

1. Haldiram’s
2. Mc Donald’s
3. Hyatt Regency

**H. Salon/Spa/Beauty Care**

**1. Good Going**

Salon,Spa,Slimming

CO D-6 (Near OBC Bank) Sector-1, IMTManesar-0124 3259938/9650728494

**2.Yashika Herbal Beauty Care**

Salon, Spa, Slimmimg**(Only For Ladies)**

SCO D-6 (Near OBC Bank)Sector-1, IMT Manesar-0124 3259938/9650728494

**3.OK Mens Parlour**

SCO B-2 (Near HDFC Bank ATM) Sector-1, IMT Manesar-9999636430/9811969917

**I. LPG Cooking Gas Agencies-Indane**

1.**[Sahil Gas Trading Compan](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)**[y](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)

National Highway 8, IMT Manesar, DLF City Phase, Gurgaon - 122001

Call: [+(91)-124-2337836](tel:+911242337836)

2.**[Pataudi Indane](http://www.justdial.com/Delhi/Pataudi-Indane-%3cnear%3e-Near-Bus-Stand--Pataudi/011PX124-X124-101005181625-P8J1_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Pataudi Indane in Pataudi, Delhi)**

Rewari Road, Near Bus Stand, Pataudi, Pataudi, Gurgaon - 123003

Call: [+(91)-124-2170489](tel:+911242170489)

**J. Courier/RO Water Supply/ Newspaper Services**

1. **Courier Service Facility**

BLUEDART

AMIT VATSA - 011-66111234, 8447746194

1. **RO Water Supply**

AMBEY TRADERS

VIKASH VATS - 784007711, 7840008811 -

1. **Newspaper Services**

M/S RIYA NEWS AGENCY

RAJ SINGH YADAV - 9717448886

1. **Bhushan Dryclean**

Basement, B-2, Sector-1, SCO, IMT Manesar,9891107510/9911557200

**K. LPG Cooking Gas Agencies-Indane**

**1. Supply of Gas Cylinder and delivery system:**

HP - 9999113218 (AWANISH RATHI)

INDANE - 9811311884 (ASHOK YADAV)

**OPERATIONAL FACILITIES & SERVICES FOR THE RESIDENTS WITHIN VIN**

**DAILY NEEDS**

1. HDFC Bank branch
2. Mother Dairy - SHOP No B010 at Town Square
3. Needs Gourmet – Coming Soon

**COMMUTING & TRANSPORT**

1. Bus shuttle service has been organized from Vatika India Next to Gurgaon to ensure commutation is hassle free

**RECREATION** –

1. Development / Landscaping of Parks. Kid’s play area in the parks is under development
2. Temporary Club – Coming Soon

**SAFETY & SECURITY**

1. The entry points are manned by well trained and efficient security team and a mobile security personnel patrol the complex
2. Police check post to come up shortly

**SERVICES**

Facilities Management - Vatika has appointed Enviro (Facilities Management by Vatika) to manage operations and maintenance of various facilities and services. These services will be manned round the clock by a team of professionally trained operators/technicians headed by an Estate Manager

Estate Management Office Address –

Plot No. 33, E-1

Vatika India Next

Gurgaon, 122004

Haryana

Call Centre – 0124-4976840

**ANNEXURE 1**

**RESIDENT’S PERSONAL INFORMATION PERFORMA**

**(To be submitted at the EMO)**

**Name of Complex: Vatika India Next (Independent Floors)**

**Property Details:**

**Name:**

**Father’s Name:**

**Profession:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………..E-Mail ID:…………………………………………….**

**Office:……………………………………………Residence:……………………………………………..**

**Family Details:**

**Spouse Name:**

**Father’s Name:**

**Occupation:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………E-Mail ID:…………………………………………….**

**Office:………………………………………….Residence:……………………………………………..**

**Children’s Details:**

**Name:**

**Age:**

**Vehicles Details: Registration No:…………………………………Make:…………………………Color:……………………………**

**No. of pets if any:**

**Remarks: (If you would like to add some other information, like emergency contact details)**

**............................................................................................................................................................................................................................................................................................................................................................................................................................**

**Signature:**

**ENVIRO – A UNIT OF VATIKA HOTELS PVT LTD**

**E NET REGISTRATION FORM**

**Vatika India Next, Sector-82/83, NH8**

Registration number: India Next/E­\_REG/001 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Owner Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case ENet facility is to be availed by the tenant than tenant details are to be furnished below

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

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

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

Tenant Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledgement

Registration number: India Next/E­\_REG/001

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Address : Authorised Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LIFESTYLES HOMES**

**Welcome Letter**

**Dear Client,**

**We welcome you to “Life Style Homes Vatika India Next” and thank you for entrusting your faith in us!**

**It is our constant endeavor to deliver the best services that enhances the quality of your living experience at Life Style Homes, Vatika India Next. As a step towards this direction, Vatika Limited has established Estate Management Office (EMO) for maintenance of various facilities and services within the complex. The EMO is headed by an Estate Manager (EM) who can be contacted during working hours at the Facility Office on all working days. The EM is supported by a team of skilled and fully trained technicians with complete administrative support based within the complex. The EMO provides support 24\*7, round the clock, including Sundays and public holidays.**

**The EMO maintains & operates the following systems, common services & utilities:**

|  |  |
| --- | --- |
| **1. Facilities Operations** | |
| **(a)** | **Uninterrupted round the clock operation of all technical services such as electricity distribution, water supply, sewer disposal etc.** |
| **(b)** | **Operation of Client Service Cell which includes registering Client requests, monitor completion and provide feedback to clients.** |
| **(c)** | **Open area Maintenance Services: These relate to operation and maintenance of open spaces within the Complex such as maintenance of compound walls if any, landscaping, electrification of the said portion of land, water supply, sewerage, roads, parks, paths & other services etc.** |
| **(d) (e)** | **Payment of common charges to authorities and collection of dues from clients.**  **Renewal of licenses pertaining to all mandatory compliances.** |
| |  |  | | --- | --- | | **2. House Keeping Deliverables** | | | **(a)** | **General Housekeeping of the common areas in the said complex including cleaning of the roads of the Complex.** | | **(b)** | **Common areas HK inside the towers up to the entrance door of the apartment.** | | **(c)** | **Upkeep of Green Areas.** | | **(d)** | **Doorstep Garbage Collection from the apartments.** | | **(e)** | **Disposal of Garbage and Sewerage.** | | **(f)** | **Desalting and cleaning of drains and collection tanks.** | | **(g)** | **Cleaning and upkeep of all service areas and common equipment rooms.** | | | |
| **3. Security Deliverables** | | |
| **(a)** | **Manning of Entry points** | |
| **(b)** | **Patrolling of common areas and streets.** | |
| **(c)** | **General watch and ward.** | |
| **In addition to the responsibilities mentioned above, Enviro is pleased to offer you additional services on payment basis such as taking care of your empty apartment before it is occupied by you/rented out (Apartment Holding Tasks) and repair of various fittings inside the apartment subsequently after shifting in (Additional Apartment Services) also. The details of the services planned to provide you additional convenience are listed below and the rate cards are attached for your reference please:-**  **1. Apartment Holding Tasks (Paid)** | | |
| **(a)** | **Safe custody of the apartment and security of fittings.** | |
| **(b)** | **Dusting and cleaning of apartments twice in a week.** | |
| **(c)** | **Airing of apartments once a week.** | |
| **(d)** | **Cleaning of glass panes from inside once a week.** | |
| **(e)** | **Final coat of paint prior to handing over of apartment to client.** | |
| **(f)** | **Checking and ensuring serviceability of all services.** | |
| **2. Additional Apartment Services (Paid )** | | |
| **Electrical** | | |
| **(a)** | **Light/Fixture needs repair** | |
| **(b)** | **Fan malfunctioning.** | |
| **(c)** | **Tripping of MCB** | |
| **(d)** | **Replacement of MCB** | |
| **(e)** | **Switch /Socket replacement** | |
| **Carpentry** | | |
| **(a)** | **Hanging of Painting/Arts** | |
| **(b)** | **Wooden door needs repairing** | |
| **(c)** | **Replacement of door fittings.** | |
| **Painting** | | |
| **(a)** | **Touch up OBD of wall.** | |
| **House Keeping** | | |
| **(a)** | **Chair Shampooing** | |
| **(b)** | **Carpet Shampooing** | |
| **(c)** | **Floor polishing (Trinova)** | |
| **(d) Maintenance of plants.** | | |

**The Estate Management Team is based at Life Style Homes at the following address:-**

**Estate Management Office**

**Upper Basement, Life Style Homes,**

**Sector -83**

**Vatika India Next**

**NH-08, Gurgaon.**

**Kind Attention:**

**For reference EMO Important numbers:**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Title** | **Name** | **Mobile Number** |
| **1.** | **Helpdesk (Complains & Request )** | **Client Service Cell** | **0124-4976840** |
| **2.** | **Emergency Number** | **Security Officer** | **9871755442** |
| **3.** | **Estate Manager** | **Vikas Kumar Pandey** | **9717495211** |

**Electricity and Maintenance Charges:**

**Electricity will be supplied through prepaid metering. The Electricity Meter will be charged by an on–line prepaid procedure through “Payment Gateway” and will also deduct Maintenance Charges. The maintenance charges will be deducted on daily basis from the date of physical possession and Electricity charges will be deducted on actual consumption as per usage of DHBVN /DG supply.**

**We welcome you once again and wish you a wonderful experience of living in the tranquil and serene.**

**Vatika India Next!**

**Estate Manager**

**Life Style Homes**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CHECK - LIST** | | | | | | |
| **S. No.** | | **Documents Detail** | | **Concern Department** | | |  | | --- | | **Availability Status Mark √ or ×** | |
| **Possession Documents from Facilities** | | | | | | |
| **1** | | **Welcome Letter** | | **Facilities** | |  |
| **2** | | **Resident’s Personal Information Performa** | | **Facilities** | |  |
| **3** | | **Information Form for Moving in & out** | | **Facilities** | |  |
| **4** | | **General Information for Moving In & Out** | | **Facilities** | |  |
| **5** | | **Form for Interior work /contractual worker** | | **Facilities** | |  |
| **6** | | **Do's and Don’ts for carrying out interior work** | | **Facilities** | |  |
| **7** | | **Hot Permit Form** | | **Facilities** | |  |
| **8** | | **Format for Information of Tenant** | | **Facilities** | |  |
| **9** | | **Domestic Help Details Form** | | **Facilities** | |  |
| **10** | | **General Information for Domestic Help** | | **Facilities** | |  |
| **11** | | **Payment Gateway Registration Form & SOP** | | **Facilities** | |  |
| **12** | | **Maintenance Agreement** | | **Facilities** | |  |
| **Possession Letter from CRM** | | | | | | |
| **1** | **Possession Letter and Inspection Letter** | | | **CRM** | |  |
| **Flat Handover Letters from Project** | | | | | | |
| **1** | **Handover letter & Inventory for keys** | | | **Projects** | |  |
| **2** | **Handover Letter & Inventory for Aluminium Doors** | | | **Projects** | |  |
| **3** | **Handover Letter & Inventory of Sanitary Fixture & Fittings** | | | **Projects** | |  |
| **4** | **Handover Letter & Electrical Inventory list** | | | **Projects** | |  |
|  |  | | |  | |  |
|  |  | | |  | |  |
|  |  | | |  | |  |
|  | **CRM Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |  |
|  |  | | |  | |  |
|  | **Projects Sign \_\_\_\_\_\_\_\_** | | | **Facilities Sign \_\_\_\_** | |  |
|  |  | | |  | | |
|  |  | | |  | |  |
|  | **Owner Sign\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |  | |  |
|  |  | | |  | |  |
| **Rate Card of Bucket services provide to our clients from Enviro - facilities management by Vatika** | | | | | | |
|  | |  |  | |  | |
| **Plumbing** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Water leakage from tap. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Water leakage from WC. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Water not coming in water tap. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 4 | | WC back flow issue | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 5 | | WC hand façade malfunctioning. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 6 | | WC cover Broken | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 7 | | WC leakage from joint | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 8 | | WC needs replacement by new one. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 9 | | Broken water tap replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 10 | | Geyser connected pipe leakage. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Electrical Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Light/Fixture needs repair | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Fan malfunctioning. | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Tripping of MCB | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 4 | | Replacement of MCB | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 5 | | Switch /Socket replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Carpenter Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Hanging of Painting/Arts | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 2 | | Wooden door closing issue needs repairing | Rs 150/hr | | Cost as per actual + 20% + taxes | |
| 3 | | Door Stopper replacement | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Painter Rate Card** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Touch-up of wall | Rs 150/hr | | Cost as per actual + 20% + taxes | |
|  | |  |  | |  | |
| **Housekeeping** | | | | | | |
| **S.No.** | | **Type of Services** | **Rates without material** | | **Material cost as actual** | |
| 1 | | Chair Shampooing | Rs 50/chair | | Cost as per actual + 20% + taxes | |
| 2 | | Carpet Shampooing | Rs 4/sqft | | Cost as per actual + 20% + taxes | |
| 3 | | Floor polishing (teranova) | Rs 12/sqft | | Cost as per actual + 20% + taxes | |
| 4 | | Maintenance of planter | Rs 100/hr | | Cost as per actual + 20% + taxes | |

**AMENITIES – (WITH SMART MAPS)**

**List of amenities available within the Radius of 07-10 KM from VIN**

1. **Healthcare/Hospitals/ Pharmacy:-**
2. **Medanta The Medicity**

Sector-38, Rajiv Chowk, Gurgaon, Haryana 122001, India

1. **Rockland Hospital (Multi Specialty Hospital)**

Manesar, Gurgaon Plot No. P-2, Sector-5 IMT Manesar

Ph.: 4755555, E-mail: [manesar@rocklandhospital.net](mailto:manesar@rocklandhospital.net)

Emergency Number- 011 - 41222222, 47667100 to 499

1. **Schools**
2. **MatriKiran School (Junior School)**

Sohna Rd, Sector 49

Gurgaon, Haryana 122018, India

0965069022

1. [**BAL Bharti Public School**](http://www.justdial.com/Delhi/BAL-Bharti-Public-School-%3cnear%3e-IMT-Manesar-Sec-1-Manesar/011PXX11-XX11-100204125945-W2W2_RGVsaGkgQ0JTRSBTY2hvb2xzIE1hbmVzYXI=_BZDET)

IMT Manesar, Sec-1, Manesar, Gurgaon – 122050

Call: [+(91)-9212808008](tel:+919212808008)

1. **Laxmi International School**

Kasan Road, Manesar

0124-2337465,2164065

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

|  |
| --- |
|  |

**C.Play School**

**1.** .**Bachpan Play School**

C/o Unique Infosys Computer Institute,   
 Near Peer Mandir, V.P.O. Manesar,   
 0124-2338699, 98735-19902.

**D. Grocery & Provision Store/Stationary/ Vegetable /Fruit Market**

**1. Mother Dairy**

Shop No. B010 Town Square

Vatika India Next

**2. GS Daily Needs Store**

SCO-10,Sec-1,Near OBC Bank,IMT Manesar,

Gurgaon-0124-2291050.

**3. Day Today Shop**

SCO-D-9, Sector-1, IMT Manesar,

Gurgaon-9990004291/954006600

[daytodayshop@live.com](mailto:daytodayshop@live.com)

**E. ATM/Bank**

1. **HDFC BANK**

Shop No. C018 & C019

Town Square

**F. Taxi Stand**

**1.Carz on rent**

GB-14, Raheja Square, Sector-2A,

IMT Manesar, Gurgaon,

+(91)-9971399371 |0124-4003932

**2.Dinesh Taxi Service**

Nainwal, Near IMT Manesar, Gurgaon, IMT Manesar, Gurgaon

+(91)-9971667344 | 9971202391

**G. Nearest Restaurants/Hotels**

1. Haldiram’s
2. Mc Donald’s
3. Hyatt Regency

**H. Salon/Spa/Beauty Care**

**1. Good Going**

Salon,Spa,Slimming

CO D-6 (Near OBC Bank) Sector-1, IMTManesar-0124 3259938/9650728494

**2.Yashika Herbal Beauty Care**

Salon, Spa, Slimmimg**(Only For Ladies)**

SCO D-6 (Near OBC Bank)Sector-1, IMT Manesar-0124 3259938/9650728494

**3.OK Mens Parlour**

SCO B-2 (Near HDFC Bank ATM) Sector-1, IMT Manesar-9999636430/9811969917

**I. LPG Cooking Gas Agencies-Indane**

1.**[Sahil Gas Trading Compan](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)**[y](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)

National Highway 8, IMT Manesar, DLF City Phase, Gurgaon - 122001

Call: [+(91)-124-2337836](tel:+911242337836)

2.**[Pataudi Indane](http://www.justdial.com/Delhi/Pataudi-Indane-%3cnear%3e-Near-Bus-Stand--Pataudi/011PX124-X124-101005181625-P8J1_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Pataudi Indane in Pataudi, Delhi)**

Rewari Road, Near Bus Stand, Pataudi, Pataudi, Gurgaon - 123003

Call: [+(91)-124-2170489](tel:+911242170489)

**J. Courier/RO Water Supply/ Newspaper Services**

1. **Courier Service Facility**

BLUEDART

AMIT VATSA - 011-66111234, 8447746194

1. **RO Water Supply**

AMBEY TRADERS

VIKASH VATS - 784007711, 7840008811 -

1. **Newspaper Services**

M/S RIYA NEWS AGENCY

RAJ SINGH YADAV - 9717448886

1. **Bhushan Dryclean**

Basement, B-2, Sector-1, SCO, IMT Manesar,9891107510/9911557200

**K. LPG Cooking Gas Agencies-Indane**

**1. Supply of Gas Cylinder and delivery system:**

HP - 9999113218 (AWANISH RATHI)

INDANE - 9811311884 (ASHOK YADAV)

**OPERATIONAL FACILITIES & SERVICES FOR THE RESIDENTS WITHIN VIN**

**DAILY NEEDS**

1. HDFC Bank branch
2. Mother Dairy - SHOP No B010 at Town Square
3. Needs Gourmet – Coming Soon

**COMMUTING & TRANSPORT**

1. Bus shuttle service has been organized from Vatika India Next to Gurgaon to ensure commutation is hassle free

**RECREATION** –

1. Development / Landscaping of Parks. Kid’s play area in the parks is under development
2. Temporary Club – Coming Soon

**SAFETY & SECURITY**

1. The entry points are manned by well trained and efficient security team and a mobile security personnel patrol the complex
2. Police check post to come up shortly

**SERVICES**

Facilities Management - Vatika has appointed Enviro (Facilities Management by Vatika) to manage operations and maintenance of various facilities and services. These services will be manned round the clock by a team of professionally trained operators/technicians headed by an Estate Manager

Estate Management Office Address –

Plot No. 33, E-1

Vatika India Next

Gurgaon, 122004

Haryana

Call Centre – 0124-4976840

**ANNEXURE 1**

**RESIDENT’S PERSONAL INFORMATION PERFORMA**

**(To be submitted at the EMO)**

**Name of Complex: Vatika India Next (Life Style)**

**Property Details:**

**Name:**

**Father’s Name:**

**Profession:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………..E-Mail ID:…………………………………………….**

**Office:……………………………………………Residence:……………………………………………..**

**Family Details:**

**Spouse Name:**

**Father’s Name:**

**Occupation:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………E-Mail ID:…………………………………………….**

**Office:………………………………………….Residence:……………………………………………..**

**Children’s Details:**

**Name:**

**Age:**

**Vehicles Details: Registration No:…………………………………Make:…………………………Color:……………………………**

**No. of pets if any:**

**Remarks: (If you would like to add some other information, like emergency contact details)**

**............................................................................................................................................................................................................................................................................................................................................................................................................................**

**Signature:**

**ENVIRO – A UNIT OF VATIKA HOTELS PVT LTD**

**E NET REGISTRATION FORM**

**Vatika India Next, Sector-82/83, NH8**

Registration number: India Next/E­\_REG/001 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Owner Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case ENet facility is to be availed by the tenant than tenant details are to be furnished below

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

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

Tenant Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledgement

Registration number: India Next/E­\_REG/001 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Address : Authorised Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LIFESTYLES HOMES**

**MAINTENANCE AGREEMENT**

This Maintenance Agreement for Maintenance and Services (herein after referred to as “Maintenance Agreement”) is made at Gurgaon on this …….day of ……… of \_\_\_\_\_.

BETWEEN

**Vatika Hotels Private Limited**, a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, Devika Tower, 6 Nehru Place, New Delhi-19 and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-1, Gurgaon-122002, hereinafter called the "Service Provider", 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 **Mr. S.K Mehta** of the First Part.

AND

Mr.………………………. S/o R/o . . and hereinafter 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 Second Part.

WHEREAS

1. Vatika Ltd in association with its associates (Hereinafter referred to as the Developer) has developed a Residential Group Housing Colony named as “Lifestyle Homes” situated in village in village Sikenderpur Bada, Tehsil Manesar, (now known as Sector-83), District Gurgaon , Haryana.(Hereinafter referred to as the “Said Complex”).
2. The User has purchased a Unit with the following details (hereinafter called the said Unit') in the Said Complex vide Builder Buyers Agreement dated \_\_\_\_\_\_\_\_through allotment /assignment/transfer (Hereinafter called the Agreement).

|  |  |  |
| --- | --- | --- |
| **DETAILS OF UNIT** | | |
| Unit No. |  | |
| Building/Tower |  | |
| Super Area (in Sq. Ft) |  | |
| Parking (User Rights Only) if allocated? | CPN |  |

1. The User has agreed in the Said Agreement that the upkeep, maintenance of the Complex and its common areas, facilities and services, etc be entrusted with the Developer and/or its nominated Company/Agency. In furtherance thereof the User has voluntarily elected and approached to the Service Provider for upkeep and maintenance and services of the Said Complex.
2. The Service Provider, being the nominated company/agency of the Developer, has considered and accepted the proposal of the User on the terms and conditions of the said Agreement as may be applicable to this Maintenance Agreement and on the terms and conditions agreed herein.
3. The User has paid to SERVICE PROVIDER an Interest Free Maintenance Security Deposit (IFMSD) @ Rs.50/- (Rupees Fifty only) per square foot of the super area of the said Unit and SERVICE PROVIDER hereby acknowledges the receipt of the said Security Deposit. The User has agreed to keep deposited with SERVICE PROVIDER the aforesaid Security Deposit and any increase therein as may be determined by SERVICE PROVIDER/Maintenance Agency/Developer from time to time..
4. Now the Parties have decided to reduce the terms and conditions as agreed between them into writing in the following manner.

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

1. **TERM OF MAINTENANCE AGREEMENT :**
   1. That Service Provider shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter for a period of Three (03) years i.e. with effect from ………………… to………………... It is agreed between the Parties that this Maintenance agreement shall initially be for a period of Three ( 03) years and to be renewed automatically for further 2 terms of three years each. Upon expiry of each term of three years period, the Maintenance charges shall be increased by 15% on the preceding Maintenance Charges or on actual as may decided by the Service Provider.
2. **SCOPE OF MAINTENANCE SERVICES**

"Maintenance Services" shall mean and include the following services:

* 1. Operations and maintenance of all equipments including sub-station(s) connected with the supply of electricity to the said Complex under bulk electric supply scheme as may be provided by Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any competent authority, subject to receipt of necessary permissions and completion of all formalities and deposit of security by the User in this respect. The operation and maintenance of bulk supply and distribution of electricity may be further entrusted by Service Provider to any other company, nominee, agency as Service Provider deems fit.
  2. Common Areas Maintenance Services: Cleaning and lighting of passages, staircases, and other common areas of the said Complex and cleaning of its interior and exterior common services.-
  3. Operation and Maintenance of services located in the said Complex, including its basements/stilts, electric sub-station(s) and equipment, pump(s) security and fire protection systems & hydrants, transformer(s), DG set{s) for power back-up, water tank(s), water softening plants etc.
  4. 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, parks, paths.
  5. Security services for the common areas of the said Complex. The Security services shall be limited to watch and ward..
  6. Insurance of the super structure of the said Complex (however, the User will be solely responsible for insuring the contents within the Said Unit at his own cost, risk and responsibility).
  7. General Housekeeping of the common areas in the said complex including cleaning & lighting of passages, staircases, and other common usage areas and cleaning of the said Complex.

1. **DEFINATION AND COMPUTATION OF MAINTENANCE CHARGES**.

The maintenance charges will be defined and computed in the manner provided herein below:

* 1. The maintenance charges will be computed by taking into account the entire cost incurred by service provider for rendering maintenance services including the cost of electrical energy paid by service provider to Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) for common services only viz..Lighting of common areas and operation of common utility machinery and 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 spaces including the Said Unit. The resultant net expenditure shall be treated as a component of maintenance charges and shared to individual occupants in proportion to the super area of their respective spaces.
  2. Since pre-paid electricity / energy meters have been installed in the Said Unit, the User has to recharge the pre-paid meters as per requirements. The electricity supply shall be automatically disconnected when the balance amount in the pre-paid meter gets exhausted. At present the electricity/ energy charges are **Rs.7.07 \*** per unit for electricity through DHBVN and **Rs15.29 \*** Per unit for electricity through DG sets. The said rate is subject to enhancement/ variation depending upon the DHBVN tariff revision and the variation in the cost of diesel / overheads from time to time
  3. DHBVN levies Fixed charges for Bulk domestic Supply of electricity as per tariff instructions sanctioned by the regulatory authority DHBVN As per the existing tariff fixed charges currently charged by DHBVN are **Rs. 80\*** (Rupees Eighty Only) per KW per month .The above mentioned fixed Charges will also be deducted by the prepaid meter accordingly.
  4. The proportionate cost of insuring the structure of the said Complex, as may be applicable, shall be recovered by service provider from the User as a part of maintenance charges. The User will not do or permit to be done any act or thing which may render void or voidable insurance of the Complex or any part of the said Complex or cause increased premium to be payable in respect thereof. However, the User shall be solely responsible for insuring contents within the Said Unit at his own cost and Service Provider accepts no responsibility in this regard.

\*The charges are subject to variation.

* 1. Service Provider will specify the actual costs incurred for provision of additional/ specific services (including but not limited to operation and maintenance of the car parking spaces allocated 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 service provider. These specific/ additional services will be solely to the account of the User or if a number of occupants use the same service then it shall be shared on pro rata basis to be determined by Service Provider in its sole discretion.
  2. Service provider reserves absolute right to increase, revise, and modify charges for any of the service to enable service provider to provide necessary maintenance services.
  3. It is clarified by service provider and understood by the User that:

(i) The entire overheads including salaries and wages etc. will form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged.

(ii) The cost of any services included in overheads will proportionately be included in the above computation to the extent required and necessary for the performance of the maintenance services.

(iii) The user will pay to the service provider, without demur or delay, its proportionate share (on the basis of number of Users using the same area or complex) in any unforeseen charges or outgoings or capital cost of replacement/ installation of any equipment/ machinery/ apparatus becoming unusable. The demand so raised by service provider will be reasonable and final, conclusive and binding on the User.

1. **PROCEDURE OF PAYMENT OF MAINTENANCE CHARGES**

* 1. The Maintenance Charges will be recovered through the pre-paid dual energy meters. The meters can be recharged online through payment gateway system or by any other means as decided by the service provider such as recharge coupons to be purchased by the Users on presenting a crossed cheque / demand draft drawn in favour of **Enviro (A Unit of Vatika Hotels Pvt. Ltd)** Payable at Gurgaon. The maintenance charges, presently applicable other than consumption of electrical energy in the said Unit is **Rs 2.22 /-** per sq. ft. and electricity charges for common area is **Rs 0.24 /-** per month plus Tax & duties as applicable. The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be treated and payable by the User alone.
  2. The Maintenance Charges shall be enhanced in order to factor in the inflation in the cost of inputs and the minimum wages.
  3. The User will be liable to pay Service Tax and all other taxes, cess and levies on the Maintenance Charges as may be applicable from time to time.
  4. The User undertakes to pay the dues without any reminders from service provider.
  5. Service provider will charge interest at the rate of 18% p.a for the period of delay in payment of service charges or any other amount/cost in respect of the Services.
  6. Without prejudice to and notwithstanding the rights of service provider to charge interest for the period of delay in payment, in case the User fails to pay the dues on or before the due date indicated to User, then the unpaid amount will be deemed to be a notice and the maintenance services including electricity/ water supply to the User will, without prejudice to the right of service provider to recover charges, be disconnected after the expiry of seven days of the due date without any notice to the User. The supply will not be reconnected unless and until the dues together with interest at the rate of 18% p.a for the period of delay and all other related expenses incurred/ to be incurred by the service provider in disconnecting and reconnecting the electric/ water supply and maintenance services is paid by the User.
  7. All returned/ dishonored cheques will 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. service provider will be entitled to recover bank charges in addition to pending amount, interest at the rate of 18% p.a and other charges as provided in this Maintenance agreement in case of dishonored cheques.

1. **RIGHT TO USE OF MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**
   1. The User agrees that his right to use the common facilities including supply of electrical energy/ power back-up and/or water will be subject to regular and prompt payment of maintenance/ electricity and water charges as per pre paid meters installed by service provider. If maintenance/ electricity/ water charges or any part thereof is not paid regularly, the User agrees that he will lose the right to use any of the common facilities/ services including right to receive electricity/ power back-up and/or water inside the Said Unit, 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 will be unhindered
2. **LIMIT ON THE RESPONSIBILITY OF SERVICE PROVIDER**
   1. Service provider makes it clear to the User that the provision of maintenance services will be done by service provider through various outside agencies under separate agreements entered into by it with them. service provider'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 maintenance agreements executed by them and to change an agency if its performance is not upto the desired standards. Service provider accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing different components of the maintenance services. Similarly, service provider's role and responsibility for the supply of electrical energy to the Users will be limited to receiving the supply of energy from DHBVN in bulk and to distribute the same to them in terms of their applications. service provider is a mere distributing agency on behalf of DHBVN and has no power or control on the quality/ quantity or any other specifications with respect to the electrical energy supplied by DHBVN and, therefore, it will accept no responsibility whatsoever and will not be liable for any action, damages whatsoever for any failure on the part of DHBVN to supply electrical energy.
   2. Service provider will in no way be responsible or liable for any fire, electrical, pollution, or any kind of hazard originating from the Said Unit including those or due to electrical devices installed therein. The aforesaid hazards shall not impose any kind of legal or financial liability on service provider and the User agrees to keep service provider indemnified and harmless against any loss or damage that may be caused to service provider or any other third party in this regard. The User will ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Unit or externally, will not pose any fire, electrical, structural, pollution and health hazard for which the User will be solely responsible for all legal and financial consequences arising there from.
3. **GENERAL**
   1. The User will park his vehicle/car in the Car Parking Space(s) allocated to him in terms of the said Agreement in respect of the said Unit and nowhere else. In the absence of an authorized parking slot the vehicle will not be allowed to be parked inside the complex. Same will be the case in respect of cars of the visitors/ guests of the User. In case of unauthorized parking penalty or any other action against such unauthorized parking may be decided by the Service Provider from time to time.
   2. In case of failure of the User to pay the maintenance bills and other charges on or before the due date, the User in addition to permitting the Service Provider to deny him the right to avail the maintenance services, also authorizes the Service Provider to adjust maintenance security deposit against such defaults. The User undertakes to fill the deficit in the IFMSD due to increase in Service Charges or due to any adjustment thereof.
   3. The User hereby undertakes that in case of sale/transfer of the said Unit, the User shall convey/bring to the knowledge all the rights, duties and obligation under this agreement of the purchaser of the said Unit.
   4. The User and his family members will follow and abide by the guidelines (DO's and DON’Ts) issued/ notified by service provider from time to time and the User will make his visitors/ guests/ tenants aware of the same.
   5. The User undertakes and assures service provider that he will install coolers and air-conditioners only at the spaces specifically designated and earmarked in respect of the said Unit. The User will ensure that there is no dripping or leakage of water from his coolers and air-conditioners. The User also undertakes not to install dish and other antennas outside his Unit.
   6. The User agrees and confirms that the Maintenance Services to be provided by service provider under this maintenance agreement are as a bouquet of services on a total basis and the User will not be entitled to choose any one or several of them. It is stated for abundant clarity that the Maintenance Services are confined to common areas only and do not cover white-washing, painting, curing of seepage, defects in sewer and water pipes, plumbing, electric/ telephone/ cable wiring etc. within the said Unit for which the User will make his own appropriate arrangements at his own expense and if the same is attended by Service Provider that will be on extra chargeable basis considering the Manpower cost, spares, other Material etc.
   7. All costs, charges and expenses payable on or in respect of this maintenance agreement and on all other instruments and deeds to be executed, if any, pursuant to this maintenance agreement, legal fees, if any, will be borne and paid solely by the User.
   8. Service provider will not be held responsible or liable for not performing its obligations under this maintenance agreement due to force majeure conditions or for reasons beyond its control.
   9. That it is clearly understood and so agreed by the User that all the provisions contained herein and the obligation arising thereunder in respect of the said Unit will be equally applicable to and enforceable against any and all occupiers, tenants/ employees of the User and/ or subsequent purchasers of the said Unit, as the said obligations go alongwith the said Unit for all intents and purposes. In the event of sale or letting out or otherwise parting with possession of the said Unit, the User will inform service provider in writing in advance and will obtain mandatory no dues certificate from service provider.
   10. The failure of service provider to enforce at any time or for any period of time any provision(s) hereof will not be construed to be waiver of any provision or of the right to enforce any or each and every provision of this maintenance agreement.
   11. If any provision of this maintenance agreement is determined to be void or unenforceable under any law such provision will be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this agreement will remain valid and enforceable.
   12. Unless otherwise provided herein, this maintenance agreement constitutes the entire maintenance 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. Unless otherwise provided, this maintenance agreement will not be changed or modified except in writing and signed by the parties hereof.
   13. Any notice letter or communication to be made, served or communicated under these presents will be in writing and will be deemed to be duly made, served and communicated only if it is addressed at the aforesaid addresses of the parties and sent by registered post

1. **Jurisdiction:**

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 HERETO HAVE SET THEIR RESPECTIVE HANDS AT GURGAON ON THIS DAY MONTH AND YEAR MENTIONED HEREIN ABOVE.**

|  |  |
| --- | --- |
| WITNESSES  1. | For **Vatika Hotels Private Limited**  .  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Mr S.K Mehta**  Authorised Signatory  Service Provider |
|  |  |
| 2. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  User |
|  |  |

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### NH-8 PLOTS

### MAINTENANCE AGREEMENT

This Agreement is made and executed at **Gurgaon** on this day \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_20\_\_\_ by and

**BETWEEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/O\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter 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 First Part.

**AND**

**Vatika Hotels Private Limited**, a company registered under the Companies Act, 1956 having its registered office at Flat No. 621A, Devika Tower, 6 Nehru Place, New Delhi-19 and corporate office at 7th Floor, 'Vatika Triangle', Mehrauli-Gurgaon Road, Sushant Lok Phase-1, Gurgaon-122002, hereinafter called the "Service Provider"/ “VHPL”, 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 **Mr. S.K. Mehta** of the Second Part.

#### WHEREAS

1. Vatika Ltd is the Developer and is in the process of developing a residential colony by the name ‘Vatika India Next Gurgaon ‘ in sectors 81,82,82A,83,84 and 85 of the Gurgaon Manesar Urban Complex 2021, Gurgaon, Haryana in association with its associate companies and collaborators (hereinafter referred as Colony) .
2. The User has executed a Plot Buyer Agreement dated \_\_\_\_\_\_\_\_\_\_\_for the purchase of residential Plot bearing Plot No. -----------------------in Street No.-----------------------, Block No.----------------------------------, Sector------------------, having an approximate area of \_\_\_\_ sq. yds, (hereinafter referred as said plot) located in the said colony**.**
3. As per terms of Plot Buyer Agreement, upon the completion of development of the said colony , the Developer is to entrust/designate an agency for the maintenance of essential services which are not looked after/taken over by the State Govt/Municipal Authorities and the Allottee (User herein) is to in turn execute a **Maintenance Agreement** and pay Interest Free Maintenance Security Deposit (IFMS) and Maintenance charges as may be prescribed by the Developer / Maintenance Agency from time to time.
4. The Developer has appointed **Vatika Hotels Pvt. Ltd.(** VHPL). as the agency for rendering the Maintenance Services through its vertical ‘Enviro’ to the said residential colony in which the Said plot is situated.
5. The User has now approached VHPL with a request to provide maintenance services and has further assured that it shall abide by the terms and conditions of this Agreement and will promptly pay the bills raised by VHPL in this regard.
6. The User has paid to VHPL and has agreed to deposit and keep deposited with VHPL an Interest Free Maintenance Security Deposit @ Rs. 150 /- per square yd (Rupees One Hundred Fifty per square yd only) of the area of the said Plot and has agreed to further vary the said security deposit amount as may be determined by VHPL /Developer from time to time. VHPL hereby acknowledges the receipt of the said security Deposit.

**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**

VHPL shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter initially for a period of 3 (Three ) years from the date of possession i.e……...……and to be renewed automatically for further term each of 3 (three) years subject to an increase by 15% over the immediately preceding monthly maintenance charges and IFMS for every such extension, unless the work of providing maintenance services is handed over by the Developer to any other assignee / nominee/ other body corporate or to association of plot owners.

1. **Scope of Maintenance Services**

"Maintenance Services" shall mean and include the following services:

1. Common Areas Maintenance Services: Upkeep of all water pumping and distribution system, electrical transformer and distribution system, sewage pipeline, and other equipment/installation used in connection with the providing of the aforesaid Maintenance services to the User in the said colony.
2. Open area Maintenance Services: Operation and maintenance of open spaces within the boundary of the colony such as maintenance of landscaping, street lights/decorative lights, water supply, sewerage, drainage system, parks, paths including sweeping, dusting, washing of common areas, collecting the garbage and disposal of the same to the nearest garbage collection point of the civic bodies.
3. Watch and ward of the colony.
4. Water and Electricity connection in the plot area for purposes other than construction on terms and conditions contained herein and on payment of charges as may be decided by VHPL / Developer from time to time.
5. Any other service as may be required from time to time as common service, subject to the feasibility and payment of extra charges as may be decided by VHPL / Developer.
6. **It Is Clarified By VHPL and Understood By the User That**
7. The entire overheads including salaries and wages etc. will form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged.
8. The cost of any other service will pro-rata be included in the above computation to the extent required and necessary for the performance of the maintenance services.
9. The User shall pay to the VHPL, without demur or delay, its proportionate share (on the basis of number of users using the same) in any unforeseen charges or outgoings or capital cost of replacement/ installation of any equipment/ machinery/apparatus becoming unusable. The demand so raised by VHPL will be reasonable and final, conclusive and binding on the User
10. **Exclusivity**
11. The parties herein agree that the maintenance services shall be offered as bouquet of services on. Exclusive basis and the Users shall have no option to choose any one or several out of the maintenance services to be provided by VHPL under this agreement.
12. The parties agree that the said maintenance services/cost shall not include the following:-
    * 1. Insurance of the building/structure and contents within the Plots of the Users.
      2. Cleaning of choked drains/sewers inside the plots.
      3. Attending to electrical , plumbing and other mechanical faults inside the individual plots.
      4. Managing or maintenance cost of the equipment related to online payment system including pre paid metering.
      5. Recarpetting of road and External painting of the building.

  .

However, the services mentioned in point no 4b (ii), (iii) & (v) can be provided on chargeable basis ‘if required’ and service mentioned in point no 4b (iv) will be currently charged at Rs. 30/- plus service tax, which shall be subject to revision/increase from time to time.

1. **Definition And Computation Of Maintenance Charges**

The maintenance charges will be defined and computed in the manner provided herein below:

The maintenance charges will be computed by taking into account the entire cost incurred by VHPL for rendering maintenance services including the cost of material and electrical energy paid by VHPL to **Dakshin** **Haryana Bijli Vitran Nigam Limited (DHBVN)** and the cost of operating (including fuel, inputs and overheads etc.) and maintaining pumps, standby DG Set (s) ‘if applicable’ and other machinery utilized in connection with the said maintenance services and deducting there from actual receipts from billing of electrical energy to all the occupants of the said Colony on account of electrical energy consumed by them.. The resultant net expenditure shall be treated as a component of maintenance charges and billed to individual occupants in proportion to the area of their respective plots. VHPL will bill the actual costs incurred for provision of additional/specific services 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 Service Provider. These specific/ additional services will be solely to the account of the User or if a number of occupants use the same service then it shall be billed on pro rata basis to be determined by Service Provider in its sole discretion. VHPL reserves absolute right to increase, revise, and modify charges for any of the service to enable Service Provider to provide necessary maintenance services.

(Note: If in the event of more than one residentialblocks/zones/colony sharing the same facility then in that event the total cost of operating and maintaining that facility will be shared proportionately by the various userofBlocks/ zones/Colonies in a manner determined by Service Provider at its sole discretion)

1. **Procedure Of Billing And Payment Of Maintenance and Electricity Charges**
2. VHPL will bill the maintenance charges to the User monthly, in advance or in case Pre-paid electricity / energy meters are installed for the Said Plot, the User has to recharge the pre-paid meters as per requirements. Maintenance charges will be deducted by the prepaid meter on daily basis and electricity charges as per actual consumption and other charges levied by DHBVN and the electricity supply shall be automatically disconnected when the charged amount in the prepaid meter, gets exhausted. .
3. The maintenance charges shall be payable by the User on per sq. yd. basis on the rates as may be periodically determined by VHPL**, presently Rs 3.75 (Rupees Three and paisa Seventy Five only) per sq. yd.** The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be separately billed and payable by the User alone.
4. The maintenance charges and Maintenance Security Deposit (IFMS) are subject to revision from time to time and in the absolute discretion of VHPL.
5. The User will be liable to pay maintenance charges in respect of the said plot from the date of taking over its possession or from the date offer of possession is made to him by VHPL, whichever is earlier.
6. The User shall pay in full the bills pertaining to Maintenance Charges including Water charges presented to him/her and VHPL shall not accept any part payment of any bill raised on the User.
7. The User will be liable to pay Service Tax and all other taxes, cesses and levies on the Maintenance Charges as may be applicable from time to time.
8. The User undertakes to pay the bills without any reminders from the VHPL on or before the due date indicated in the bill.
9. Service Provider will charge interest at the rate of 18% p.a for the period of delay in payment of the bill after the due date.
10. All payments will be made by the User online through payment gateway procedure as stipulated by the service provider or within the due dates by means of cash/crossed cheque/demand draft drawn in favour of Enviro (A Unit of Vatika Hotels Pvt. Ltd.) payable at Gurgaon which shall be subject to its realization.
11. Without prejudice to and notwithstanding the rights of VHPL 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 amount 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 water supply to the User shall, without prejudice to the right of VHPL to recover charges/dues as in the bill, be disconnected after the expiry of seven days from the due date mentioned in the bill without any notice to the User. The supply will 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 related expenses incurred/ to be incurred by the VHPL in cutting off and reconnecting the water supply and maintenance services is paid by the User. The bill will be treated as notice for disconnection of the maintenance services including water supply to the said plot in the event of non-payment by the User, notwithstanding the inclusion of the bill of the maintenance services including water supply to the said plot under default being included in the subsequent bills sent by the VHPL.
12. The payment of bill will not be held up/delayed if there are any differences or disputes as to its accuracy. Any difference or dispute regarding accuracy of the bill will be separately taken up by the User with VHPL. .
13. All returned / dishonored cheques will be subject to legal action under the provisions of Negotiable instrument Act 1881 or any modification thereof apart from civil action for recovery of the amount. VHPL will 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.
14. **Construction**
15. The User agrees to keep an additional interest free Security Deposit of an amount to be decided by VHPL /Developer, before commencing the construction on the said plot as a security for any damage / destruction that may be caused by it or its servants / employees / contractors to the common areas / property of others during such construction period.
16. The User agrees not to carryout any construction without taking prior written permission of the Competent Authority and concurrence from VHPL and any alterations (interior or exterior), additions, changes in elevation, demolition or any structural change of any description to the structure built upon said Plot without taking prior written permission of the Competent Authority and concurrence from VHPL.
17. The User agrees to submit the approved Building Plan in respect of the said plot to VHPL at the time of applying for temporary water connection for construction purpose,
18. The User agrees to pay water and sewer connection charges in advance to VHPL as per the amount fixed by VHPL for these connections before the start of construction work. Sewer cess as applicable shall also be paid by the User.
19. The User specifically agrees to pay the charges for electricity and water consumption given as a temporary connection during the construction period also as may be fixed by VHPL.
20. The sewer connection to the main sewer line running in the vicinity of the plot shall be provided by VHPL and the cost incurred on lying of the line and providing the sewer connection within the plot shall be to the account of the User. The User agrees that no sewer connection shall be provided to his Plot unless a "completion certificate” issued by Competent Authority is submitted to Service Provider.
21. The User agrees to use the water judiciously.
22. The User undertakes to adhere to the rules and regulations as specified in the Annexure I & III regarding construction activities in the said plots.
23. **Electricity**

In the eventuality of the Service Provider /Developer providing electricity through a single-point connection then, VHPL shall bill the User on actual consumption basis, which shall be paid to VHPL within seven (7) days of receipt of aforesaid bill or in case of prepaid metering system the User agrees to pay to Service Provider his prorata share of fixed charges payable to DHBVN and pay in advance for the electricity consumption. The money shall be deducted through the prepaid dual energy meters on periodical basis based on actual consumption recorded through pre-paid dual energy meters installed in the said Houses. It is, further, provided that once the balance falls to the limit set for critical amount, intimation shall be send to the User(s) through SMS and/or e-mail. The User (s) shall be under obligation to get the pre-paid dual energy meter recharged, and in case the User(s) fails to get the prepaid dual energy meter recharged and the balance falls below the threshold value the electric supply shall be disconnected without giving any further intimation/notice to the User. The system of recording the consumption of electricity viz. through Prepaid or Post paid meters shall be as decided by Service Provider /Developer, in its sole discretion and the User agrees to abide by the same. Accordingly, for this User shall enter into separate agreement. The user also acknowledges that at present, the electricity/ energy charges are **Rs.7.07\*/-** per unit for electricity through DHBVN and **Rs.15.29\*/-** per unit for electricity through DG sets (if applicable). The said rate is subject to enhancement/ variation depending upon the DHBVN tariff revision and the variation in the cost of diesel / overheads from time to time

However, in case single point connection is not provided by **Dhakshin Haryana Bijli Vitran Nigam Limited (DHBVN)** then the User shall apply to for Electricity connection to the DHBVN in his name. VHPL shall give all assistance to the User in this regard.

1. **Water Supply**

The Service Provider shall make arrangements for supplying water to the plots for domestic consumption from its own resources until alternative supply of water from Municipal sources is available. The terms and conditions of such water supply shall be decided by Service Provider from time to time and user agrees to pay the charges for water including metering as decided by the service provider.

1. **Right to Use Of Maintenance Services Subject To Payment of Maintenance Charges**

The User agrees that his right to use the common facilities including supply of water and electricity through DG ‘if applicable’ will be subject to regular and prompt payment of maintenance of water charges and electricity through DG ‘if applicable’, as billed by Service Provider. If maintenance/water/electricity etc. charges or any part thereof is not paid regularly, the User agrees that he will lose the right to use any of the common facilities/services 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 will be unhindered.

1. **Limit on the Responsibility of Service Provider**
2. VHPL makes it clear to the User that the provision of maintenance services will be done by VHPL through various outside agencies under separate agreements entered into by it with them. VHPL responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the agreements executed by them and to change an agency if its performance is not up to the desired standard. VHPL accepts no legal liability whatsoever arising from acts of omission, commission, negligence, and defaults of the aforesaid agencies in providing different components of the maintenance services. VHPL shall also not be responsible for any material failure or faulty workmanship in the said outsourced work.

1. VHPL will in no way be responsible or liable for any fire, electrical, pollution, structural or other hazard originating from the said plot/colony including those or due to electrical devices installed therein. The aforesaid hazards shall not impose any kind of legal or financial liability on VHPL and the User agrees to keep VHPL indemnified and harmless against any loss or damage that may be caused to VHPL or any other third party in this regard. The User will ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the said plot or externally by it (the User), will not pose any fire, electrical, structural, pollution and health hazard for which the User will be solely responsible for all legal and financial consequences arising there from.
2. Interest Free Maintenance Security Deposit (IFMSD) kept deposited by the User with VHPL as security towards the performance of its obligations shall remain deposited with VHPL for the entire duration of this agreement and shall be refunded to the User upon termination or early determination subject to the User performing all its obligations under this agreement.
3. The User shall always park his car / vehicles in his plot and nowhere else. Same will be the case in respect of vehicles of the visitors/ guests of the User.
4. The User and his family members will strictly follow and abide by the Do's and Don’ts issued/ notified by VHPL from time to time and the User will make his visitors/ guests/tenants aware of the same.
5. 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.
6. VHPL will retain the original of this Agreement and the User the duplicate copy thereof.
7. That it is clearly understood and so agreed by the User that all the provisions contained herein and the obligation arising there under in respect of the said plot will be equally applicable to and enforceable against any and all occupiers, tenants/ employees of the User and/ or subsequent purchasers of the said Plot, as the said obligations go along with the said Plot for all intents and purposes. In the event of sale or letting out or otherwise parting with possession of the said plot, the User will inform VHPL in writing in advance and will obtain mandatory No Dues certificate from VHPL and shall also provide a Deed of Adherence in the form as given in Annexure II, executed by the transferee in whose favor the said plot is being transferred to ensure that the transferee adheres and conforms to all the terms of this agreement / Association if one is formed , that the perspective purchaser/ transferee executes the Deed of Adherence thereby agreeing to abide by the terms and conditions as contained in this agreement.
8. **Transfer**
9. That whenever the title of the said Plot/Dwelling unit/any other construction raised thereon is transferred in any manner whatsoever, the transferor and transferee shall within 10 (ten ) days thereof give intimation in writing of such transfer to Vatika Ltd and VHPL. It will be the sole responsibility of the transferor to pay the outstanding maintenance and other charges payable to the VHPL before the transfer of the said Plot /Dwelling unit/ any other construction and obtain No Objection Certificate from Service Provider failing with the transferees shall have to pay all the outstanding dues before taking possession of the same.
10. In the event of Death of the owner of the Plot/Dwelling unit, person(s) to whom the rights have devolved shall be liable for the payment of outstanding maintenance and other amounts to VHPL before taking .possession.
11. In the event of aforesaid sale / transfer, the unadjusted Maintenance Security Deposit shall be transferred to the account of the transferee maintained by the VHPL , unless a fresh deposit of the said security amount is made by the transferee. In case the amount is transferred to the account of the transferee, all obligations for refund of the same by VHPL / Developer shall stand discharged. The parties herein agree that in the event the house constructed upon the said Plot is leased, the User shall ensure that the lessee adheres and conforms to all the terms and conditions of this agreement, at all times. However, the responsibility for payment of the Maintenance Charges envisaged herein shall be that of the User, who may cause the same to be paid by the lessee on his behalf. The liability of payment of Maintenance Charges in such cases shall be joint and several in such a case.
12. **Right to Inspect:**

That VHPL, through it authorized representative has every right to enter and inspect the premises/property at any of time during reasonable hours and the Plot Buyer/occupier has no objection to the same. However, it is agreed that all reasonable steps shall be taken so that the privacy of the Plot Buyer/occupier is not be disturbed during inspection.

1. **Force Majeure**

It is also agreed between the Parties to this Agreement that the VHPL shall not be liable for breach of this Agreement to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, flood, storms, any other natural calamities, accident, and riots, strike, lockout etc. . However it is agreed that the VHPL shall Take all reasonable & necessary steps to mitigate the effects of such an eventuality and in the event the Force Majeure continues beyond the period of 45 days, the Plot Owner further shall have the right to terminate this Agreement after giving 7(Seven] days intimation about the same to the Service Provider.

1. **Indemnification**

The User hereto undertakes to indemnify and hold harmless to the Vatika Ltd and Service Provider against all claims, losses, damages, liabilities or expenses (including legal fees) that may be suffered or incurred by the Vatika Ltd and VHPL by virtue of any act of omission or commission by the user/Occupier his/her/its visitors, employees and agents in violation of the terms of and obligations under this Agreement, and the user/Occupier further agrees to reimburse any damages, and expenses incurred by Vatika Ltd and Service Provider including in defending any such claim(s) or legal proceeding(s).

1. **WAIVER**

The Failure of VHPL to enforce at any period of time any provisions there of shall not be construed to be a waiver of any provision or there after to enforce any or each and every provision of the agreement.

1. **SEVERABILITY**

If any provisions of agreement shall be determined to be void or unenforceable under applicable law or inconsistent with the purpose of the agreement, such provision 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**.**

1. **Notice**

All Notices, letter and other communication under this agreement shall made in writing and shall be deemed to be made, served or communicated only if the notice or letter or communication is aforesaid addressed and sent by registered post/speed post.

1. **General Compliance by Owners With Respect To the Said Plot**

User(s) shall adhere strictly to the Obligations as appended here to this agreement as Annexure I & III. The duly authorized employee of the maintenance agency shall be entitled to enter the said plot at all reasonable time for purpose of inspection of user’s installation or for doing all necessary or incidental work for rendering maintenance service to user.

1. **Capital Replacement**

The cost of replacement, up gradation, additions etc of any plant and machinery within the colony including but not limited to DG sets, electrical sub-stations, pumps ,fire fighting equipment or any other plant equipment of capital nature etc shall be done by Service Provider by utilizing 75% of the deposits (hereinafter referred to as Capital Replacement). The decision for aforesaid capital replacement shall be only of Developer / Service Provider and the User(s) shall have no right to challenge the same. The cost of Capital replacements shall not form part of the Maintenance Charges. In case the available IFMS Deposit is not adequate to meet the cost of capital replacement then User(s) shall fund the deficit by contributing as per the demand raised by the VHPL. If due to such adjustment in the IFMS Deposit falls below the agreed then the User(s) hereby undertake to make good the resultant shortfall within (30) thirty days. The VHPL shall levy a penal interest @ 15% p.a. for first three months of the default and in case the default continues then simple interest @ 18% p.a.until the balance towards the IFMS Deposit is paid. User (s) agrees and understands that the Service Provider shall have the lien on the said plot in respect of the unpaid maintenance security deposit and the interest accrued thereon.

1. **Entire Agreement**

This agreement together with it’s annexure appended hereto consistories the agreement reached between the parties to this agreement reached between the parties to this agreement with respect to the transaction contemplated by this agreement and may not be amended or modified except pursuant to the provision of this agreement. This agreement revoked and supersedes all previous discussions/correspondences and agreements, if any between the parties herein concerning the matters converted herein, whether written oral or implied.

1. **JURISDICTION**

The Courts at Gurgaon shall alone have the jurisdiction to try and entertain any dispute in respect of any matter arising out of or incidental to this Agreement and no other court shall have jurisdiction in respect thereof and the Agreement shall be governed and construed in accordance with the laws of India.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement at the place and on the first above written.

**WITNESSES: For Vatika Hotels Private Limited**

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

**Mr. S.K. Mehta**

Authorized Signatory

Service Provider

2.

For **(Name of the User)**

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

User

**ANNEXURE – I**

**Obligations to Be Honored By User / Plot Buyers/ Residents**

1. To make timely payment of maintenance and service charges and other levies as per this Agreement and as revised from time to time.
2. To use the Said Plot and the construction thereon for residential purposes only and as per accepted norms and conditions given below:
3. To start construction thereon after submitting the Building Plans duly approved by competent authority to Service Provider
4. Not to raise animals which may cause danger to the others.
5. To get the domestic servants / drivers verified from the police hand over a copy of the verification to Service Provider
6. Not to undertake any illegal activity or activity contrary to good the good order and accepted social norms.
7. Not to do anything which is likely to cause annoyance/disturbance to other residents of the colony.
8. Not to store explosive / inflammable / dangerous chemicals on the said Plot
9. Not to infringe upon the privacy / rights of the other residents of the colony.
10. To construct the labor hutment in his own area of Plot during the construction phase and ensure appropriate toilet facilities for the laborers.
11. Not to display commercial hoardings / boards on the said Plot / construction thereon.
12. Ensure that the labour deployed does not spoil the other areas.
13. Not cause any damage to the roads and drain during construction.
14. Not to block roads with construction material.
15. The User is to also to abide by any directive circulated / notified by Service Provider for:
16. Safety and security of the premises.
17. Welfare of the residents
18. Revision of maintenance and other charges,
19. To follow other rules, issued by Service Provider addressing issues of the residents.
20. The Plot buyer will ensure intimation of changes in his address on occurrence to Service Provider to help in proper dispatch of bills etc. In the event of non receipt of bill seven (7) days of the beginning of the quarter, It shall be the responsibility of the User/ Buyer/tenant to obtain a duplicate copy and effect payment in time to avoid levy of surcharge.
21. The User / Occupier shall inform Service Provider regarding its specific requirements of services.
22. The Occupier shall be responsible to arrange and to obtain all regulatory approvals the requisite licenses and permissions in respect of its usage from the concerned authorities and under no circumstance shall be permitted for statutory land misuse and cause pollution and nuisance to the environment whether by noise, disposal of waste (gaseous, solid or liquid).
23. The Occupier will neither himself permit anything to be done which damages any part of the adjacent unit/s nor allow his agent servant to commit such any act or omission failing the same shall be rectified at the cost of the occupier/liable to be compensated by the occupier to the aggrieved party.
24. The occupier shall not claim any right, title or interest on the remaining part of the common areas of the Colony/complex/ and its adjoining areas, open and covered parking space, facilities therein storage areas etc. except common easementary rights attached to their plot.
25. To give an undertaking as per Annexure – III regarding actions to be taken before, during and post construction activities in the said plot.

**ANNEXURE II**

**DEED OF ADHERENCE**

That I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ son/daughter of Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_resident\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have been **allotted plot number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Block at Vatika India Next .**

That I have now transferred /sold/rented out the above **mentioned plot** to Mr. / Mrs. / M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Son of/Daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_R/O\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_WEF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

That the above mentioned transferee/Tenant solemnly affirms and admits that all the rules and regulation shall be properly adhered by him her.

**Transferor Transferee/Tenants**

**Annexure –III**

UNDERTAKING FOR CONSTRUCTION: PLOT OWNER & CONTRACTOR

I / we allottee of Plot No.\_\_\_\_\_ in Street No.-----------------------, Block No.----------------------------------, Sector------------------\_\_\_\_ hereby undertakes following with respect to construction work on the said Plot:-

BEFORE CONSTRUCTION STARTS

1. I/We will deposit refundable construction security deposit and non refundable construction security deposit as decided by Service Provider from time to time and other charges like Water charges for potable water connection (Drinking purpose only) road cutting and sewer connection charges as admissible.
2. I/We will obtain demarcation of plot done from Project Team of the Developer and confirm to Estate Management Office well in advance from the date of starting construction once the building plan has been sanctioned by competent authority .
3. I/We will inform enviro estate Management office by submitting letter of appointing the contractor (incase construction through a contractor).
4. I /We submit a list of staff / labours to enviro estate Management office and one copy of list to be kept at the site as record. A maximum of 2(Two) persons are permitted at site (including 1 chowkidar & 1 storekeeper).
5. I /We will obtain passes for each person from estate Management Office.
6. If any debris, barbed wire / fencing are in plot I will removing same and dispose off in authorized manner.

DURING THE CONSTRUCTION

1. I /We understand that construction material by truck allowed between 8 AM to 6 PM in the colony.
2. I /We will not carry out construction activities beyond time (Construction time 08:00 to 5.30 P.M.) and labour will depart from site by 6:30 PM.
3. I/We will not do any construction work on Sunday /Holiday to avoid nuisance to neighbor fellow.
4. I /We will take suitable measures to ensure labours and staffs do not get involved in unsocial activities i.e. consumption of liquor, drug, traffic and issue related to women crime.
5. I/ We will be responsible for the overall discipline of my / our employee regarding water wastage, throwing of polythene bags, (A Garbage bin to be provided) squatting and easing themselves in open spaces.
6. I/We will not dump construction material on the road berms and will clear debris/ malba earth while the construction activity is in progress or as and when instructed by the Estate Management Office.
7. A list of fresh labours /Staff as and when employed will also be submitted to Estate Management Office and passes will be obtained. And as soon as my structure is ready, I will have my labour / cement store shifted inside my house from the adjoin area.
8. I / We will get the demarcation of plot checked once again, at plinth level from Project Team of Developer and confirm to Estate Management Office.
9. I /We will ensure that there is no damage done to essential services or any other services being provided by the developer such as sewer line manholes, channels and curb stones, tree guard, trees, electric pole /cable, water line and roads. Any damage done to above services will be borne by me /us.
10. I/We will not undertake any boring of tube well and abide by the instructions issued by Central Ground Water Authority / State Authorities.
11. I /We will not cause any kind of inconvenience to residents / neighbors’ at the time of construction and abide by the instructions of Estate Management Office.
12. I/ We will not use road for mixing of cement mortar or construct water tanks on road berms for storage of water.
13. I /We will not connect or make any manhole (sewer connection) before obtaining completion/occupation certificate from competent authority (A copy will be provided to Estate Management Office ).
14. I /We will repair temporarily road cut made by concreting it.
15. I /We will not waste water and will ensure that no earth/ white cement / Debris block the sewer/storm water drain.
16. I /We will not use drinking water for any construction purpose.

AFTER COMPLETION OF CONSTRUCTION WORK

1. I /We will remove all malba, construction equipment, surplus construction material and clear the surrounding area (free from any labour hutment etc.) and will get inspected by Estate Management Office.
2. I/We will deposit the passes for labors and staff to Estate Management Office .
3. I /We will apply for permanent water /sewer connection after obtaining the occupation certificate from competent authority , Gurgaon and will submit a photocopy of the occupation certificate to Estate Management Office.
4. No extension / projection of any kind in any form will be done by me/us beyond the limits of my/our plotted area such as encroachment on common areas /road berms by way of greening, land scalping, railing, fencing or concerting and parking in front of the house or in adjoining areas. No extension of Ramp / driveway will be undertaking.
5. I /We will not fix any road signs / boards for commercial purposes on road berms or along the road or undertaking any such commercial activity in the residential area.
6. The Customer is advised to inform to Estate Management Office for change his correspondence address after completion of the house.

Signature of the Plot Owner. Date :- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Plot Owner.

Plot Address

Contact No.

Contractor. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact No.\_\_\_\_\_\_\_\_\_\_\_

**NH-8 PLOTS**

**Welcome Letter**

**Dear Client,**

**We welcome you to “Vatika India Next” and thank you for entrusting your faith in us!**

**It is our constant endeavor to deliver the best services that enhances the quality of your living experience at Vatika India Next. As a step towards this direction, Vatika Limited has established a Estate Management Office (EMO) for maintenance of various facilities and services within the complex. The EMO is headed by an Estate Manager (EM) who can be contacted during working hours at the Facility Office on all working days. The EM is supported by a team of skilled and fully trained technicians with complete administrative support based within the complex. The EMO provides support 24\*7, round the clock, including Sundays and public holidays.**

**The EMO maintains & operates the following systems, common services & utilities:**

|  |  |
| --- | --- |
| **1. Facilities Operations** | |
| **(a)** | **Uninterrupted round the clock operation of all technical services such as electricity distribution, water supply, sewer disposal etc.** |
| **(b)** | **Operation of Client Service Cell which includes registering Client requests, monitor completion and provide feedback to clients.** |
| **(c)** | **Open area Maintenance Services: These relate to operation and maintenance of open spaces within the township such as maintenance of compound walls if any, landscaping, electrification of the said portion of land, water supply, sewerage, roads, parks, paths & other services etc.** |
| **(d) (e)** | **Payment of common charges to authorities and collection of dues from clients.**  **Renewal of licenses pertaining to all mandatory compliances.** |
| |  |  | | --- | --- | | **2. House Keeping Deliverables** | | | **(a)** | **General Housekeeping of the common areas in the said complex including cleaning of the said Complex and Sweeping of streets and roads.** | | **(b)** | **Common areas HK up to the gate of the residential units.** | | **(c)** | **Upkeep of Green Areas.** | | **(d)** | **Doorstep Garbage Collection from the apartments.** | | **(e)** | **Disposal of Garbage and Sewerage.** | | **(f)** | **Desalting and cleaning of drains and collection tanks.** | | **(g)** | **Cleaning and upkeep of all service areas and common equipment rooms.** | | | |
| **3. Security Deliverables** | | |
| **(a)** | **Manning of Entry points** | |
| **(b)** | **Patrolling of common areas and streets.** | |
| **(c)** | **Recording all vehicle entries.** | |
| **In addition to the responsibilities mentioned above, Enviro is pleased to offer you additional services on payment basis such as taking care of your empty apartment before it is occupied by you/rented out and repair of various fittings inside the apartment. The details of the services planned to provide you additional convenience are listed below:-**  **1. House/ Flat holding tasks being offered on extra payment basis** | | |
| **(a)** | **Safe custody of the apartment and security of fittings.** | |
| **(b)** | **Dusting and cleaning of apartments once in two days.** | |
| **(c)** | **Airing of apartments once a week.** | |
| **(d)** | **Cleaning of glass panes from outside and inside once a week.** | |
|  |  | |
|  |  | |
| **2. Additional Paid Services (Details at Enclosure1 )** | | |
| **Electrical** | | |
| **(a)** | **Light/Fixture needs repair** | |
| **(b)** | **Fan malfunctioning.** | |
| **(c)** | **Tripping of MCB** | |
| **(d)** | **Replacement of MCB** | |
| **(e)** | **Switch /Socket replacement** | |
| **Carpentry** | | |
| **(a)** | **Hanging of Painting/Arts** | |
| **(b)** | **Wooden door closing issue needs repairing** | |
| **(c)** | **Door Stopper replacement** | |
| **Painting** | | |
| **(a)** | **Touch up in wall** | |
| **House Keeping** | | |
| **(a)** | **Chair Shampooing** | |
| **(b)** | **Carpet Shampooing** | |
| **(c)** | **Floor polishing (teranova)** | |
| **(d)** | **Staircase cleaning** | |
| **Horticulture** | | |
| **(a)** | **Watering of Planter** | |
| **(b)** | **Maintenance of Back-cot yard lawn** | |
|  |  | |

**The Facilities Team is based at Vatika India Next at the following address:-**

**E1.33, Block-E, Plot No-33,**

**Independent Floors,**

**Sector -82 A**

**Vatika India Next**

**NH-08, Gurgaon.**

**Kind Attention:**

**For reference EMO Important numbers:**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Title** | **Name** | **Mobile Number** |
| **1.** | **Helpdesk (Complains & Request )** | **Client Service Cell** | **0124-4976840** |
| **2.** | **Emergency Number** | **Security Officer** | **8527304666** |
| **3.** | **Estate Manager** | **Ram Bhardwaj** | **9560071556** |

**Electricity and Maintenance Charges:**

**Electricity will be supplied through prepaid metering provision .The Electricity Meter will be charged on prepaid basis through “Payment Gate-way” on–line. The maintenance charges will be deducted on daily basis beside electricity deduction on actual consumption from the date of physical possession.**

**Other Amenities**

**A shuttle bus service will be run for your convenience between Independent floors at INXT and MG Road, Manesar. Please contact EMO for further details. Amenities HDFC (ATM & bank), Mother Dairy, Needs and restaurants like Subway & Mc Donalds will soon be functional at Town Square near Independent Floors. Other amenities in the vicinity of INXT are listed at Encl- 2**

**We welcome you once again and wish you a wonderful experience of living in the tranquil and serene.**

**Vatika India Next!**

**Estate Manager**

**Vatika India Next.**

**Enclosures**

1. **Details of Paid Services**
2. **List of Other Amenities**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CHECK - LIST** | | | | |
| **S. No.** | | **Documents Detail** | **Concern Department** | |  | | --- | | **Availability Status Mark √ or ×** | |
| **Possession Documents from Facilities** | | | | |
| **1** | | **Welcome Letter** | **Facilities** |  |
| **2** | | **Resident’s Personal Information Performa** | **Facilities** |  |
| **3** | | **Information Form for Moving in & out** | **Facilities** |  |
| **4** | | **General Information for Moving In & Out** | **Facilities** |  |
| **5** | | **Form for Interior work /contractual worker** | **Facilities** |  |
| **6** | | **Do's and Don’ts for carrying out interior work** | **Facilities** |  |
| **7** | | **Hot Permit Form** | **Facilities** |  |
| **8** | | **Format for Information of Tenant** | **Facilities** |  |
| **9** | | **Domestic Help Details Form** | **Facilities** |  |
| **10** | | **General Information for Domestic Help** | **Facilities** |  |
| **11** | | **Payment Gateway Registration Form** | **Facilities** |  |
| **12** | | **Maintenance Agreement** | **Facilities** |  |
| **Possession Letter from CRM** | | | | |
| **1** | **Possession Letter and Inspection Letter** | | **CRM** |  |
| **Plot/ Flat Handover Letters from Project** | | | | |
| **1** | **Handover letter & Inventory for keys** | | **Projects** | **N.A** |
| **2** | **Handover Letter & Inventory for Aluminium Doors** | | **Projects** | **N.A** |
| **3** | **Handover Letter & Inventory of Sanitary Fixture & Fittings** | | **Projects** | **N.A** |
| **4** | **Handover Letter** | | **Projects** |  |
|  | **CRM Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
|  | **Projects Sign \_\_\_\_\_\_\_\_** | | **Facilities Sign \_\_\_\_** |  |
|  | **Owner Sign\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Rate Card of Bucket services provide to our clients from Enviro - facilities management by Vatika** | | | |
|  |  |  |  |
| **Plumbing** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Water leakage from tap. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 2 | Water leakage from WC. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 3 | Water not coming in water tap. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 4 | WC back flow issue | Rs 150/hr | Cost as per actual + 20% + taxes |
| 5 | WC hand façade malfunctioning. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 6 | WC cover Broken | Rs 150/hr | Cost as per actual + 20% + taxes |
| 7 | WC leakage from joint | Rs 150/hr | Cost as per actual + 20% + taxes |
| 8 | WC needs replacement by new one. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 9 | Broken water tap replacement | Rs 150/hr | Cost as per actual + 20% + taxes |
| 10 | Geyser connected pipe leakage. | Rs 150/hr | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Electrical Rate Card** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Light/Fixture needs repair | Rs 150/hr | Cost as per actual + 20% + taxes |
| 2 | Fan malfunctioning. | Rs 150/hr | Cost as per actual + 20% + taxes |
| 3 | Tripping of MCB | Rs 150/hr | Cost as per actual + 20% + taxes |
| 4 | Replacement of MCB | Rs 150/hr | Cost as per actual + 20% + taxes |
| 5 | Switch /Socket replacement | Rs 150/hr | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Carpenter Rate Card** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Hanging of Painting/Arts | Rs 150/hr | Cost as per actual + 20% + taxes |
| 2 | Wooden door closing issue needs repairing | Rs 150/hr | Cost as per actual + 20% + taxes |
| 3 | Door Stopper replacement | Rs 150/hr | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Painter Rate Card** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Touch-up of wall | Rs 150/hr | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Housekeeping** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Chair Shampooing | Rs 50/chair | Cost as per actual + 20% + taxes |
| 2 | Carpet Shampooing | Rs 4/sqft | Cost as per actual + 20% + taxes |
| 3 | Floor polishing (teranova) | Rs 12/sqft | Cost as per actual + 20% + taxes |
| 4 | Staircase cleaning | Rs 750/month/block | Cost as per actual + 20% + taxes |
|  |  |  |  |
| **Horticulture** | | | |
| **S.No.** | **Type of Services** | **Rates without material** | **Material cost as actual** |
| 1 | Grass Cutting | Rs 100/hr | Cost as per actual + 20% + taxes |
| 2 | Hedge Cutting | Rs 100/hr | Cost as per actual + 20% + taxes |
| 3 | Plantation and watering | Rs 100/hr | Cost as per actual + 20% + taxes |
| 4 | Digging for new plantation | Rs 100/hr | Cost as per actual + 20% + taxes |

**AMENITIES – (WITH SMART MAPS)**

**List of amenities available within the Radius of 07-10 KM from VIN**

1. **Healthcare/Hospitals/ Pharmacy:-**
2. **Medanta The Medicity**

Sector-38, Rajiv Chowk, Gurgaon, Haryana 122001, India

1. **Rockland Hospital (Multi Specialty Hospital)**

Manesar, Gurgaon Plot No. P-2, Sector-5 IMT Manesar

Ph.: 4755555, E-mail: [manesar@rocklandhospital.net](mailto:manesar@rocklandhospital.net)

Emergency Number- 011 - 41222222, 47667100 to 499

1. **Schools**
2. **MatriKiran School (Junior School)**

Sohna Rd, Sector 49

Gurgaon, Haryana 122018, India

0965069022

1. [**BAL Bharti Public School**](http://www.justdial.com/Delhi/BAL-Bharti-Public-School-%3cnear%3e-IMT-Manesar-Sec-1-Manesar/011PXX11-XX11-100204125945-W2W2_RGVsaGkgQ0JTRSBTY2hvb2xzIE1hbmVzYXI=_BZDET)

IMT Manesar, Sec-1, Manesar, Gurgaon – 122050

Call: [+(91)-9212808008](tel:+919212808008)

1. **Laxmi International School**

Kasan Road, Manesar

0124-2337465,2164065

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

|  |
| --- |
|  |

**C.Play School**

**1.** .**Bachpan Play School**

C/o Unique Infosys Computer Institute,   
 Near Peer Mandir, V.P.O. Manesar,   
 0124-2338699, 98735-19902.

**D. Grocery & Provision Store/Stationary/ Vegetable /Fruit Market**

**1. Mother Dairy**

Shop No. B010 Town Square

Vatika India Next

**2. GS Daily Needs Store**

SCO-10,Sec-1,Near OBC Bank,IMT Manesar,

Gurgaon-0124-2291050.

**3. Day Today Shop**

SCO-D-9, Sector-1, IMT Manesar,

Gurgaon-9990004291/954006600

[daytodayshop@live.com](mailto:daytodayshop@live.com)

**E. ATM/Bank**

1. **HDFC BANK**

Shop No. C018 & C019

Town Square

**F. Taxi Stand**

**1.Carz on rent**

GB-14, Raheja Square, Sector-2A,

IMT Manesar, Gurgaon,

+(91)-9971399371 |0124-4003932

**2.Dinesh Taxi Service**

Nainwal, Near IMT Manesar, Gurgaon, IMT Manesar, Gurgaon

+(91)-9971667344 | 9971202391

**G. Nearest Restaurants/Hotels**

1. Haldiram’s
2. Mc Donald’s
3. Hyatt Regency

**H. Salon/Spa/Beauty Care**

**1. Good Going**

Salon,Spa,Slimming

CO D-6 (Near OBC Bank) Sector-1, IMTManesar-0124 3259938/9650728494

**2.Yashika Herbal Beauty Care**

Salon, Spa, Slimmimg**(Only For Ladies)**

SCO D-6 (Near OBC Bank)Sector-1, IMT Manesar-0124 3259938/9650728494

**3.OK Mens Parlour**

SCO B-2 (Near HDFC Bank ATM) Sector-1, IMT Manesar-9999636430/9811969917

**I. LPG Cooking Gas Agencies-Indane**

1.**[Sahil Gas Trading Compan](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)**[y](http://www.justdial.com/Delhi/Sahil-Gas-Trading-Company-%3cnear%3e-DLF-City-Phase-I-Gurgaon/011PX124-X124-110128162815-J1E8_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Sahil Gas Trading Company in DLF City Phase I Gurgaon, Delhi)

National Highway 8, IMT Manesar, DLF City Phase, Gurgaon - 122001

Call: [+(91)-124-2337836](tel:+911242337836)

2.**[Pataudi Indane](http://www.justdial.com/Delhi/Pataudi-Indane-%3cnear%3e-Near-Bus-Stand--Pataudi/011PX124-X124-101005181625-P8J1_RGVsaGkgQ29va2luZyBHYXMgQWdlbmNpZXMgSW5kYW5lIE1hbmVzYXI=_BZDET" \o "Pataudi Indane in Pataudi, Delhi)**

Rewari Road, Near Bus Stand, Pataudi, Pataudi, Gurgaon - 123003

Call: [+(91)-124-2170489](tel:+911242170489)

**J. Courier/RO Water Supply/ Newspaper Services**

1. **Courier Service Facility**

BLUEDART

AMIT VATSA - 011-66111234, 8447746194

1. **RO Water Supply**

AMBEY TRADERS

VIKASH VATS - 784007711, 7840008811 -

1. **Newspaper Services**

M/S RIYA NEWS AGENCY

RAJ SINGH YADAV - 9717448886

1. **Bhushan Dryclean**

Basement, B-2, Sector-1, SCO, IMT Manesar,9891107510/9911557200

**K. LPG Cooking Gas Agencies-Indane**

**1. Supply of Gas Cylinder and delivery system:**

HP - 9999113218 (AWANISH RATHI)

INDANE - 9811311884 (ASHOK YADAV)

**OPERATIONAL FACILITIES & SERVICES FOR THE RESIDENTS WITHIN VIN**

**DAILY NEEDS**

1. HDFC Bank branch
2. Mother Dairy - SHOP No B010 at Town Square
3. Needs Gourmet – Coming Soon

**COMMUTING & TRANSPORT**

1. Bus shuttle service has been organized from Vatika India Next to Gurgaon to ensure commutation is hassle free

**RECREATION** –

1. Development / Landscaping of Parks. Kid’s play area in the parks is under development
2. Temporary Club – Coming Soon

**SAFETY & SECURITY**

1. The entry points are manned by well trained and efficient security team and a mobile security personnel patrol the complex
2. Police check post to come up shortly

**SERVICES**

Facilities Management - Vatika has appointed Enviro (Facilities Management by Vatika) to manage operations and maintenance of various facilities and services. These services will be manned round the clock by a team of professionally trained operators/technicians headed by an Estate Manager

Estate Management Office Address –

Plot No. 33, E-1

Vatika India Next

Gurgaon, 122004

Haryana

Call Centre – 0124-4976840

**ANNEXURE 1**

**RESIDENT’S PERSONAL INFORMATION PERFORMA**

**(To be submitted at the EMO)**

**Name of Complex: Vatika India Next (Flats/ Plots)**

**Property Details:**

**Name:**

**Father’s Name:**

**Profession:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………..E-Mail ID:…………………………………………….**

**Office:……………………………………………Residence:……………………………………………..**

**Family Details:**

**Spouse Name:**

**Father’s Name:**

**Occupation:**

**Name & Address of Organization:**

**Contact Nos.: Mobile:…………………………E-Mail ID:…………………………………………….**

**Office:………………………………………….Residence:……………………………………………..**

**Children’s Details:**

**Name:**

**Age:**

**Vehicles Details: Registration No:…………………………………Make:…………………………Color:……………………………**

**No. of pets if any:**

**Remarks: (If you would like to add some other information, like emergency contact details)**

**............................................................................................................................................................................................................................................................................................................................................................................................................................**

**Signature:**

**ENVIRO – A UNIT OF VATIKA HOTELS PVT LTD**

**E NET REGISTRATION FORM**

**Vatika India Next, Sector-82/83, NH8**

Registration number: India Next/E­\_REG/001 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Owner Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case ENet facility is to be availed by the tenant than tenant details are to be furnished below

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

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

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

Tenant Meter No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant E Mail ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledgement

Registration number: India Next/E­\_REG/001

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Address : Authorised Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPECIAL POWER OF ATTORNEY**

Be it known to all to whom it may concern that I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Executant) do hereby nominate, appoint and constitute Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/D/W/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as my true and lawful attorney to do the following acts, deeds and things on my behalf and in my name in respect of assignment of rights. Interest, obligations in booking of Flat/Apartment Floor/Villa/Unit in project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at\_\_\_\_\_\_\_\_\_\_\_.

NOW WHEREAS I/We hereby empower and authorize my attorney in my name and on my behalf to execute and to do all or any of acts, deeds and things herein below mentioned namely:

1. To negotiate with any person on such terms as my/our said attorney may deem fit in his/her sole discretion for assignment of rights, benefit, obligations under the Application Form dated\_\_\_\_\_\_\_\_, Allotment Letter dated\_\_\_\_\_\_\_\_\_\_\_,Builder Buyer Agreement dated\_\_\_\_\_\_\_\_\_\_ and to Buy & Sell the said Flat/Apartment Floor/Villa/Unit and to receive/pay consideration amount and to give receipt thereof.
2. To assign my/our all right, benefit, obligations or to take on assignment right, benefit, obligations under the said Application Form/Allotment Letter/Builder Buyer Agreement in respect of said Property and to sign and execute agreements, applications, affidavit, indemnity, undertakings and all other documents as my/our said attorney deem fit with regards to and in connection of the said assignment and/or Flat/Apartment Floor/Villa/Unit.
3. To give, move and present to the Vatika Ltd. or any appropriate authority, any application, petition, affidavit, indemnity, statement, undertaking etc. necessary for the purpose of transfer/assignment of my/our rights, benefit, obligations under the said Application Form/Allotment Letter/Builder Buyer Agreement.
4. To make /receive any payment directly to/from Vatika Ltd. in my/our name.
5. AND to do all other lawful acts, deeds and things in connection with said Property/Application Form/Allotment Letter/builder Buyer Agreement as effectively as I/We can do the same if I/we am/are personally present and all other matters whatsoever my/our said attorney can lawfully do.

And I/We hereby agree and undertake to ratify and confirm all such acts, deeds and things my/our said attorney shall do or cause to be done by virtue of this Power of Attorney, as if the same having done by me/us personally.

IN WITNESSES WHEREOF, I/We the Executants have signed this deed of Power of Attorney (SPA) on this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_20\_\_at\_\_\_\_\_\_\_\_\_\_\_\_\_.

Applicant 1

Applicant 2

SPA Holder

WITNESSES EXECUTANT

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