

Bond



**Indian-Non Judicial Stamp
Haryana Government**



Date : 30/03/2017

Certificate No. G0302017C5787



Stamp Duty Paid : ₹ 100

(Rs. Hundred Only)

GRN No. 25933943



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Vatika Limited

H.No/Floor : Na

Sector/Ward : Na

Landmark : Gurgaon

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone : 9910106820



Purpose : GENERAL AGREEMENT to be submitted at Ggn

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ('Memorandum') executed at _____ on this the _____ day of _____ 2017;

BY AND BETWEEN

VATIKA LIMITED a Company incorporated under the Companies Act 1956 and having its registered office at Flat No- 621, 6th Floor, Devika Tower, 6 Nehru Place, New Delhi -110019 and Corporate office at 7th Floor, Vatika Traingle, Sushant Lok Phase-I, Gurugram - 122002 hereinafter referred to as the "Developer" (which expression shall unless the context otherwise requires, include its successors and permitted assigns) of the FIRST PART

AND

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, a company registered under the Companies Act, 1956 and having its registered office at Ramon House, 169, Backbay Reclamation, Mumbai - 400 020, and represented through its office situated at The Capital Court, Outer Ring Road, Munirka, New Delhi-67 hereinafter referred to as "HDFC" (which expression shall unless the context otherwise requires, include its successors and permitted assigns) of the SECOND PART

The "Developer" and "HDFC" are hereinafter individually referred to as "Party" and collectively referred to as "Parties"

For Vatika Limited


Authorised Signatory

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WHEREAS the Developer is engaged in the development and management of integrated townships including housing, commercial premises and other real estate activities;

AND WHEREAS HDFC is engaged in the business of providing various financial facilities including housing finance for the residential and commercial development;

AND WHEREAS The Developer has undertaken the construction and development of a Project being **Gurgaon-21, Lifestyle Homes, Boulevard Residency, City Homes, Seven Lamp, INXT Floors & Premium Floors** situated at Sector- 82, 82A, 83, 84 & 85, Vatika India Next, Sector-82, Gurugram-122004 (here-in-after referred to as the "Project")

AND WHEREAS the Developer has invited applications for allotment of Residential Units along with proportionate undivided share in land underneath the Residential Units to various customers in the **PROJECT**;

AND WHEREAS the Developer has requested HDFC to finance customers for the purchase of individual units to be constructed in the Project by way of extending housing loans as per the normal terms and conditions of HDFC;

AND WHEREAS the customers have approached HDFC for Loans towards payment of the part purchase consideration of the individual units in the Project;

AND WHEREAS The Parties have decided to act as preferred partners for mutual beneficial relations wish to record their understanding and the terms and conditions in writing which is as under:

NOW IT IS HEREBY UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The foregoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Memorandum.
2. The Parties have agreed to enter into a preferred alliance in funding of prospective customers interest to buy Units in the project on the terms and conditions as set forth hereinafter in this Memorandum.
3. The Developer hereby covenants that all approvals pertaining to the said Project, its operation and the land underneath have been duly obtained as per applicable laws and as per HDFC approval standards
4. The parties herein agree that the assessment of a prospective customer / referred borrower qualifying for a loan shall at all points in times be as in terms of the credit policies and approval process of HDFC only
5. The Parties herein agree to enter into Tripartite Agreement in all such cases wherein such referred customer/ borrower qualifies for sanctioning of a loan for purchase of a unit in the said project.

For Vatika Limited

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Authorised Signatory

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6. The Developer has informed HDFC of its subvention scheme and has been made to understand and accordingly hereby agrees that HDFC may consider the proposal of subvention by and between the referred Borrower and Builder in accordance to its internal policy and as per applicable law.
7. Pursuant to this memorandum, HDFC will agree to accept the payment for and on behalf of the referred borrower, by the Developer of such subvented amount on a joint and several liability basis and the same shall be independent of any dispute between such referred Borrower and the Developer.
8. The Developer hereby covenants that the referred Borrower to HDFC shall be in preference to any other institution pursuant to subvention arrangement between such Borrower and the Developer.
9. The Developer commits that subsequent to the existing/prospective customer being identified and approved by HDFC for funding for the purpose of purchasing individual units in the Project, the Developer will execute such deeds and documents as may be additionally required by HDFC to either record the terms of sanction/disbursement of the loan as also to ensure that the loan is properly and validly secured. The Developer further commit that during the subsistence of the loan, the Developer will note the lien created on the property financed, as shall not create or permit creation of any third party rights, interests without the prior written consent of HDFC.
10. Subject to Customer data confidentiality and data privacy legislation and as required by regulatory requirements and / or applicable law, the Parties shall for mutual benefit, to the extent permissible, share (electronically or otherwise) its clients' database and or resources created or maintained by the parties on the terms and conditions as mutually agreed by the Parties
11. None of the Parties shall commit or bind/enter into agreement on behalf of the other party.
12. None of the Parties shall make any public statement about the relationship of each other without the approval of the other party.
13. HDFC shall conduct its independent due diligence prior to sanctioning of any loan to any of the prospective/existing customer of the Project
14. This Memorandum is neither a fiscal nor a funds obligation document. Any endeavour involving funding will be handled in accordance with the applicable laws, regulations and the internal procedures of HDFC.
15. Each Party will endeavor to carry out its separate activities in a coordinated and mutually beneficial manner.
16. The Parties acknowledge that this Memorandum does not give rise to any partnership or any agency or any claims against other Party for compensation for any loss, damage, personal injury or death occurring in consequences of the performance of this Memorandum and each Party expressly waives any such claims.

For Vatika Limited


Authorized Signatory

17. The Parties acknowledge that this Memorandum is not intended to, and does not create any right, benefit, or trust obligation, substantive or procedural, enforceable at law or equity, by a Party against the other Party, its agencies, its officers, or any person.
18. The Developer shall on best efforts basis, procure that HDFC has the first option to fund the existing /prospective customers to purchase individual units in the Project
19. This Memorandum shall be effective from **12th June-2017** ("Effective Date") and shall continue till **31st December-2017** ("Effective Date"), unless extended or terminated by the Parties in the manner provided herein.
20. Both the Developer and HDFC shall have a right to terminate this Memorandum prior to its expiry by giving 30 (thirty) days written notice to the other without assigning any reason thereof and without any compensation or fee. The Memorandum may be extended further as mutually agreed to by both the Parties on the same terms and conditions as set out in this Memorandum.
21. The execution, and performance of this Memorandum by the Parties will not conflict with, result in a breach of or default under, or require any consent under, any other arrangements entered by the respective Parties
22. Each Party agrees to keep and procure to be kept secret and confidential any and all written and/or oral information of any kind including that relating to the terms of this Memorandum;
23. The business of the Parties obtained from the other Party pursuant to this Memorandum or prior to it through any conversation, meeting, discussion, and/ or negotiation and to disclose the same only to those of its officers, employees, agents, on a need-to-know basis and only to the extent necessary for each of them to perform such party's obligations under this Memorandum.
24. Nothing in this arrangement shall amount to any inducement by HDFC to the referred Borrower and the Builder shall not hold out in this regard.
25. The foregoing obligations shall not apply, however, to any part of such information which:
 - (a) was already in the public domain or which becomes so through no fault of the recipient party; or
 - (b) was already known to the recipient party prior to receipt thereof; or
 - (c) was disclosed to the recipient party by a third party owing no duty of confidentiality towards the disclosing party in respect thereof; or
 - (d) is required to be disclosed by law, regulatory authorities or pursuant to a judicial order.
26. Any advertisement / public display or public communication containing the terms of this Memorandum by either Party shall be done only with the express permission of the other party

For Valika Limited


Authorised Signatory

27. Any or all disputes arising out of or in connection with this Memorandum shall be subject to exclusive jurisdiction of the Court of Gurugram.

28. This Memorandum may be executed in two counterparts, with each counterpart being considered as the original Memorandum

Signed and Delivered by the within-named
Developer

By the hand of Nopal Baser
(G.M. Accounts) For Vatika Limited
(Authorised Signatory)

N. Baser
Authorised Signatory
✓

Signed and delivered by the within-named
Housing Development Finance Corporation
Limited by the hand of
Mr./Ms. _____
Its _____

P. K. Sharma





ఆంధ్రబ్యాంక్
ANDHRA BANK



Retail Credit Branch

16/15, WEA, Arya Samaj Road

Karol Bagh, New Delhi

Phone : 011-28750594, 9818603576,

E-mail : bmde11597@andhrabank.co.in

Letter No. 1597/RCB/53/286

Date 08-03-2013

M/s Vatika Ltd.
Gurgaon

Dear sir,

Re : Approval as Reputed Builder for financing flats in the Town ship of
"VATIKA INDIA NEXT" at Sector 82, 82A, 83, 84, 85, Gurgaon

Ref : Your Letter of request for inclusion of the name of the Company in
The Approved Builders list of our Bank

With reference to the above, we are pleased to inform that our Zonal Office approved you as our Reputed Builder. This will enable us in financing the flats/villas/independent floor in your ongoing Township at "VATAIKA INDIA NEXT" in the following projects

Floors : Emila
Primrose
Iris

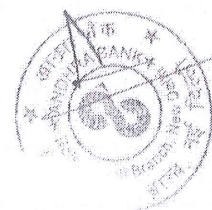
Premium Floors : Inxt

Villas : Bellevue Villas
Signature villas

Flats : City Homes
Lifestyle Homes
Sovereign Next

The approval is subject to fulfilling the following terms and conditions by you.

- 1 A Chartered Accountant Certificate is required to be submitted as sufficient proof that you have infused a minimum margin of 15% of the project cost from your own sources in each of the above on going projects (format enclosed).
- 2 You are required to give consent of a tripartite Agreement as per the bank's proforma which is required to be signed at the time of loan disbursal (format enclosed).
- 3 No Objection Certificate is required to be obtained from the banker from whom you have availed project finance, by mentioning the property of the ongoing project "VATIKA INDIA NEXT" is not mortgaged to the concerned bank.
- 4 Satisfactory legal clearance of the project by our approved Panel Advocate and Panel Engineer that there is clear marketable title to the property, by scrutinizing approvals and other necessary permissions from appropriate authorities and verification of original title deeds.



We hereby inform that our Bank is willing to sanction loans to the prospective buyers of the flats in your on going Township project **"VATIKA INDIA NEXT" Gurgaon** under **Construction Linked Payment Plan** subject to compliance of KYC norms and fulfillment of bank's lending norms by the individual buyers.

You may use our Logo and Bank's name in all your publicities for this project as Financing Bank for Housing Loans. In addition to the above contact numbers, Mr. Rajesh Trehan (9810210921), and Mr. B Narayana Rao (9810715475) can be contacted for Housing Loans. A copy of our Housing Loan Scheme details, Housing Loan Application Form are enclosed.

We look forward for a long standing relationship with you and assure you best of our services to you and to the prospective buyers of flats from you.

Thanking you,
Yours truly,

(G PURNACHANDRA RAO)
CHIEF MANAGER



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ

...भरोसे का प्रतीक !



punjab national bank

...the name you can BANK upon !

Punjab National Bank
Marketing Department
Circle Office (South Delhi), Rajendra Bhawan, 3rd Floor
New Delhi-110125 Ph.25744809

Aug 30th, 2011

M/s Vatika Ltd
Sushant Lok-1 Block-1
MG Road
Gurgaon

Approved Project "VATIKA INDIA NEXT" at Sec-82,82A,83,84,85 NH-8 Gurgaon for Housing Loan Scheme – Public

The above project has already been approved for allowing housing loans under Housing loan finance for Public for purchase of under-construction house/flats where payment is to be made as per stage of construction.

The following townships have been added inside the project:

1. City Home
2. Life Style Homes
3. Independent Floors – Emilia, Iris, Primrose
4. Premium Floors
5. Bellevue Villa
6. Signature Villas

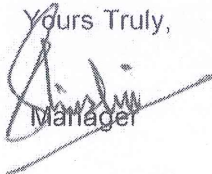
We have circulated the name of the townships to all the branches of our North & South Delhi Circle, for ensuring hassle-free disposal of housing loan applications of customers subject to compliance of other terms and conditions of our Housing Finance Scheme – Public. We would like to inform further that allowing housing loans to intending borrowers is at the sole discretion of Bank as per the terms and conditions of our Housing Finance Scheme for Public.

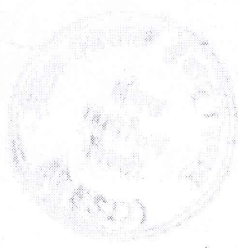
It is also desired by our General Manager that you should add Bank's name as per PNB's logo and publish the same in all your publicity material, press advertisements, leaflets, etc.

Please do not circulate the Xerox copy of this letter.

Thanking You,

Yours Truly,


Manager



प्रधान कार्यालय : 7, भीखाजी कामा प्लेस, नई दिल्ली-110 607 • दूरभाष : 26102303 • फ़ैक्स : 26196456 • वेबसाइट : www.pnbindia.com

Head Office : 7, Bhikhaiji Cama Place, New Delhi-110 607 • Telephone: 26102303 • Fax : 26196456 • Website : www.pnbindia.com

ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ ਕੋ ਨਿ: ਸ਼ੁਲਕ 24 ਘੰਟੇ ਕਾਲ ਸੇਂਟਰ ਸੇਵਾ ਮੈਂ ਆਪਕਾ ਸਵਾਗਤ ਹੈ। Punjab National Bank welcomes you to toll free 24 hours call centre 1800 180 2222