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- i) non-availability of steel, cement other building materials, water or electric supply;
 - ii) floods, earthquakes, natural calamities,
 - iii) war, civil commotion or Act of God;
 - iv) any notice order, rule, notification of the Government and / or other public or competent authorities.
 - v) circumstances beyond the control of Promoters...
10. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.
11. THE Purchaser shall on receipt of possession use the premises or permit the same to be used only for the purpose of residence and / or for such other purpose as may be authorised by the Builders / Developers in writing and as may be permissible in law and / or the local authority and / or any other concerned authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said buildings and / or owners and occupiers of the neighboring property or properties.
12. THE Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she shall also from time to time attend the office of the Promoter and sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.
13. ON the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchaser/purchasers of all the flats/ premises in the said building, the purchasers shall cooperate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions



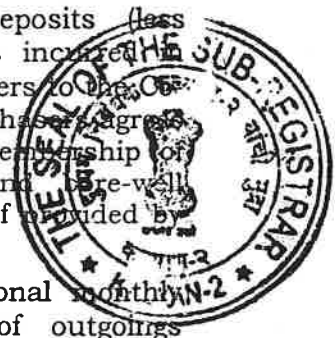
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and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by Promoters, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats / units therein are sold out to the prospective buyers.

14. COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land from the date of occupation certificate, the Purchaser shall be liable to bear and pay the proportionate share of municipal tax, outgoings in respect of the said land, flat / shop / unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs. 3346/- per month towards the outgoings from the date of notice as aforesaid. The amount so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred on various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be. The Purchaser agrees to pay the maintenance charges as well as membership for gymkhana, clubhouse, recreational facilities and water-works charges per month in advance to the Promoters if provided by the Promoters.



The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

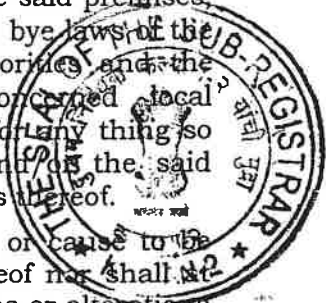
15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.

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16. THE Promoters hereby declare that the said premises is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.
19. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.
20. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises an appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. pardis or other structure or structural members in the said building without prior written permission of the Promoters and/or Society.
21. The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said



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- plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations / additions do not substantially affect the flat / shop / premises agreed to be purchased by the Purchaser.
22. THE Purchaser shall not do permit or caused to be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
 23. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.
 24. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for electric transformer, water connection etc. insisted by the concerned authorities charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies.
 25. THE development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser along with all the Purchasers of flats in the building in proportion to the floor area of their respective premises.
 26. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safe-guarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.
 27. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him / her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Promoters until the said land and the said building is transferred to the co-operative society as herein before mentioned.



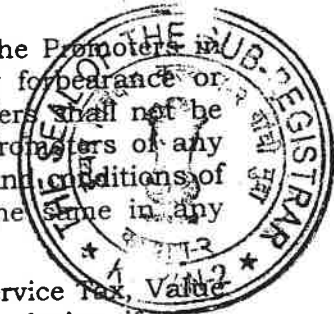
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28. THE Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.
29. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.
30. The Purchaser shall be entitled to the benefits offered to him under the provisions of the Bombay Stamp Act, 1958 in case of transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.
31. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.
32. ALL costs, charges and expenses, penalties, Service Tax, Value Added Tax (VAT), Sales Tax and any other levies if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne and paid by all the Purchasers of the flats or other units or other spaces and/or paid by such co-operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoters a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of



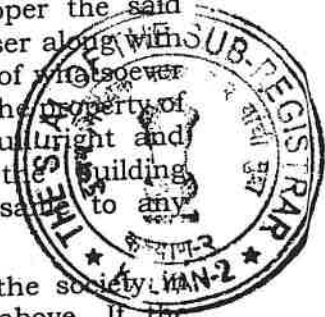
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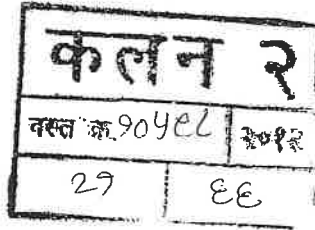
- Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats / shops / units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co- operative housing society / condominium of apartments.
33. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting or hand delivery or courier to the Purchaser at his / her / their address as specified hereinabove.
34. THE Purchaser shall permit the Promoters and his / her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
35. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall belong exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.
36. a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terrace, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.
- b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.
- c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display



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- of advertisement or hoardings etc., for the purpose mentioned hereinabove.
37. THE Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her flat.
38. IF Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and the decision shall be final and binding on the Purchaser.
39. THE Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Promoters have the right to display advertisements hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the purchasers herein along with the other purchaser will not raise any objection for the same.
40. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.
41. The Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats / shops / other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he / she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the purchasers without their being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the purchaser. In case if the Promoters have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date



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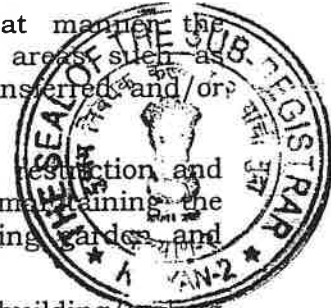
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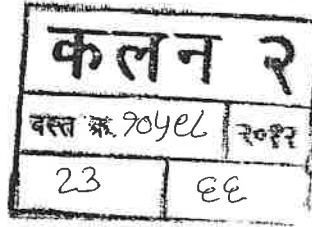
- when the Promoters gives the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.
42. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats/units and will not pay any maintenance charges like water, light etc.; and the Promoters can sell the said flats/units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.
43. THAT the Purchaser shall at no time demand partition of their interest in the said schedule hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartible and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.
44. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:
- To form a separate/combined cooperative housing society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
 - To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
 - To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including gardens and roads, if any.
 - To decide from time to time to what extent the building/s along with land appurtenant to it is transferred to the respective body formed.
 - To decide from time to time when and what sort of document of transfer should be executed.
 - To grant of right of access/way and/or other easement rights to the adjacent buildings, plots of the said entire property.
45. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their



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choice the stilt, garage, garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/Occupant of such stilt, garage, terrace or garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant of such stilt, garage, terrace or garden shall not enclose or cover the same without the written permission of the Promoters and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.

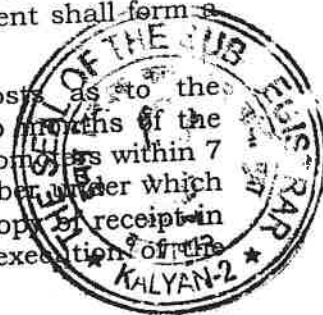
46. It is specifically declared that if the Promoters provides the facility of bore well then the Promoters shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoters for construction of other buildings in the adjoining properties.
47. THE Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.
48. If the Purchaser neglects, omits or fails in any manner whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Promoters shall be entitled or re-enter and resume possession of the said flat/other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the Purchaser to the Promoters shall be refunded to the Purchaser in respect of the said premises and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately ejected as trespasser but the right



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- given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Purchaser.
49. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters in any matter concerning the building construction and completion thereof and the Promoters shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
50. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
51. THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided only on payment of installment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.
52. THE Purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the Promoters within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the Promoters to admit the execution of the same.
53. THE stilt, basement and garage as well as the open parking spaces if any, shall always be the property of the Promoters and the Promoters have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.
54. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
55. IT is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the



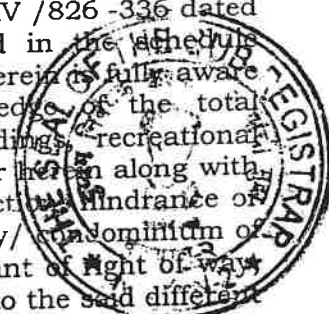
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water meters will be in the name of the Promoters herein and the Purchasers and/or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.

56. THE Promoters have explained to the Purchaser that if any difficulty arises in registration of Societies due to more than one building in the said complex then some common organization or Apex/Federal Society will be formed by the Promoters which may be found feasible and suitable in the circumstances.
57. The Purchaser has seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Purchasers of the premises in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
58. The Promoters have given the clear inspection of the sanctioned plans to the Purchaser which also includes the consumption and utilisation of the transfer of development rights also the future expansion buildings as well construction of certain amenity area as well as recreation spaces and has represented and brought to the notice of the Purchaser and the Purchaser is fully aware and having the correct knowledge that the scheme of construction undertaken by the Promoters as per the revised building permission from the Kalyan Dombivli Municipal Corporation under No. KDMP / NRV / BP / KV / 826 -336 dated 29.03.2007 on the said property described in the schedule hereunder written and thus the purchaser herein is fully aware and having the full and absolute knowledge of the total construction scheme, the Number of buildings, recreational facilities and amenity area and the purchaser herein along with the other purchasers will not raise any objection, hindrance or obstruction at the time of formation of society/ condominium of apartments its conveyance, demarcation, grant of right of way easement rights and other benefits attached to the said different portions of land as described hereinabove. The Purchaser is also aware that there is a separate independent structure which will be independently owned and possessed by the said owners along with the open land, garden spaces, marginal spaces in around and appurtenant thereto and will have exclusive right to use, occupy and possess the same along with the of egress and ingress, internal roads, right and interest in the common amenities, recreation spaces and other benefits of the entire layout, right of access, water connection, electric transformer supply and the land to be conveyed in favour of the cooperative housing society of building will not be equivalent and in



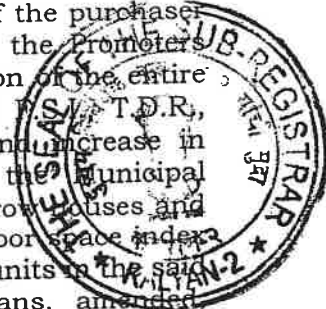
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proportion to the floor space index used, utilised and consumed in the construction of buildings on the said plot of land and the Purchaser herein grant his / her express and irrevocable consent for such transfer of land and construction thereon. The Promoters have also brought to the knowledge of the Purchaser that the Promoters have reserved their right and option to enroll the purchaser of the said structure to the membership of society and / or condominium of apartment owners and / or to independently convey the land and the structures along with the privileges and benefits thereto as recited above to such purchasers and the Purchaser herein is fully aware of the same and granted his / her express and irrevocable consent for the same and will not raise any objection for such option / discretion to be exercised by the Promoters at relevant times and shall render his / her utmost cooperation for the same.

59. The Promoter have brought to the knowledge of the Purchaser herein that the club house in the said scheme of construction will be used, occupied, possessed and enjoyed by the promoter herein to carry out his administration and office work and on completion of the entire project, formation of the society and at the time of execution of the conveyance of the land and building in favour of the society, the Promoter herein will hand over the possession of the club house and the same shall vested in favour the cooperative housing society absolutely and forever. The Purchaser is aware of the same and has granted his/her express and irrevocable consent for the same.
60. The Promoters have brought to the knowledge of the purchaser herein and the Purchaser/s is/are aware that the Promoters during the course of construction and completion of the entire scheme of construction will acquire additional T.D.R., staircase F.S.I. and/or any other incentives and increase in F.S.I. as per the rules and regulations of the Municipal Corporation on the above recited buildings and row houses and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same,
61. The Promoters have also clearly brought to the notice of the Purchaser during the course of development / construction they will shift and / or convert the amenity area of the said entire project or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of certain amenities area and garage premises and the Purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and



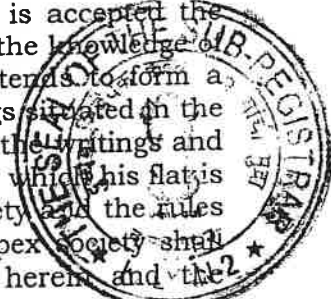
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thus have granted their express and irrevocable consent to the Promoters for making any changes, modifications and revisions in the said entire amalgamated property and/or sanction of plans for the further expansion buildings and commencement and completion of construction work of the same without taking any consent of the Purchaser herein.

62. It is agreed between the parties that the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself has expressed his / her express and irrevocable consent for the same and agreed to acquire the flat / unit in the said scheme of construction and the above covenants, rights, privileges and benefits shall always remain valid, subsisting and completely in force and the same will be incorporated in the further writings, documents, deed of assignment, conveyance and / or transfer deeds as and when executed in favour of the cooperative housing society and/or condominium of apartment owners as the case may be and such contents will be irrevocably and expressly agreed, accepted, noted and incorporated in the above referred documents to be executed without raising any objections and obstructions of any nature whatsoever.
63. The Promoters has also brought to the knowledge of the Purchaser and the Purchaser is aware that the scheme of construction undertaken by the Promoters on the amalgamated property described in the schedule hereunder written consists of various buildings and common facilities and amenities to the said entire housing project and as such the Promoters has reserved their rights and option for the formation of the society building wise or by making combination of the buildings as regards the common amenities and the same is accepted by the Purchaser herein. It is also further brought to the knowledge of the Purchaser that in event the Promoters intends to form a federal society of all the societies of the buildings situated on the said property, then Purchaser shall execute all the writings and documents for enabling the respective society in which his flat is situated to be the member of such federal society and the rules and regulations of the federal society or the apex society shall always remain binding upon the Purchaser herein and the Purchaser agree and assure to execute necessary confirmation and writings to safeguard the interest of the Promoters and for the effectual formation of such federal or apex society as the case may be and thus has granted his express and irrevocable consent for the same.
64. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may,



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have to be made to the municipal corporation for such additional construction shall be paid by the Promoters. The Promoters shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoters may in his absolute discretion deem fit and proper. The Promoters will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoters and / or their transferees shall have the right to use all the staircases and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoters. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoters shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

65. In the event of any portion of the said property being required for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.
66. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and licence agreement in respect of the premises allotted to the purchaser.
67. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Promoters shall not be in any manner liable or responsible for the same and for any damage caused to the building.
68. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development)



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Sachin Gupta