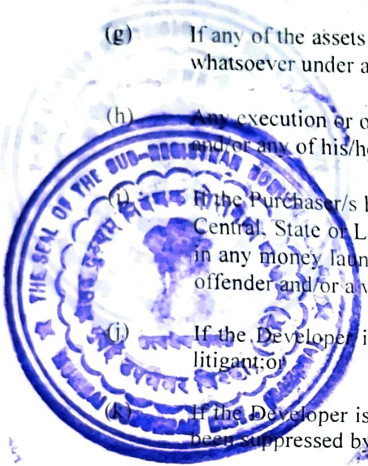


- 15) The following events shall be construed as an event of default of the Purchaser/s:
- (a) If the Purchaser/s default or commit a default in making payment of any amount due or any other amount payable under this Agreement, including interest thereon;
  - (b) If the Purchaser/s commits breach of any of the terms, conditions, covenants, undertakings and representations of this Agreement and/or any other written agreement, the terms and conditions of layout, IOD, CC, N.O.C. and other written permissions, Undertakings and Affidavits, etc.;
  - (c) If the Developer is of the opinion and/or belief that any of the representations, declarations and/or warranties, etc. made by the Purchaser/s in the Booking Agreement, Acceptance Letter, Allotment Letter, this Agreement and/or any other document executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
  - (d) If the Purchaser/s has / have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
  - (e) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and sentenced to imprisonment for any offence not less than 6 (six) months;
  - (f) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s;
  - (g) If any of the assets and/or properties of the Purchaser/s is/are attached for any reason whatsoever under any law, rule, regulation, statute, etc.;
  - (h) If any execution or other similar process is issued and/or levied against the Purchaser/s or any of his/her/their assets and properties;
  - (i) If the Purchaser/s has/have received any notice from the Government of India (Central, State or Local) or any foreign Government for the Purchaser/s involving in any money laundering or any illegal activity and/or is declared to be a money offender and/or a warrant is issued against him/her/them;
  - (j) If the Developer is of the opinion and/or belief that the Purchaser/s is/are a litigant; or
  - (k) If the Developer is of the opinion and/or belief that any of the aforesaid events have been suppressed by the Purchaser/s.



16) On the happening or occurring of any of the Events of Default, then and in that event the Developer shall, without prejudice to all other rights and remedies, including the right to receive interest on the outstanding / delayed payments and/or any other right or remedy which the Developer may have against the Purchaser/s either under this Agreement, or in any other agreement, or otherwise, be entitled (but shall not be obliged) to:

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- (a) terminate this Agreement; and
- (b) out and from the payments made by the Purchaser/s, forfeit and appropriate to itself the following amounts:
  - (i) a minimum of 5% (five percent) of the Sale Price or all the losses and damages suffered in the sale of the Said Premises to a new purchaser, whichever is higher;

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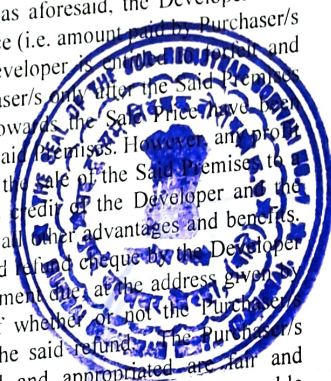
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(10) in case of any brokerage being paid with respect to the sale of the Said Premises, a minimum of 6% (six percent) of the Sale Price or all the losses and or damages suffered in the sale of the Said Premises to a new purchaser, whichever is higher.

(11) Provided, however, before terminating this Agreement, the Developer shall give the Purchaser/s a written notice calling upon the Purchaser/s to pay the outstanding amounts and/or cure the breach, as the case maybe within a period of 15 (fifteen) days from the date of notice and in the event of the Purchaser/s failure to rectify the default and/or cure the breach within the aforesaid period of 15 (fifteen) days from the date of the notice, the Developer shall be entitled to, but not obliged to, terminate this Agreement.

(12) Upon the Developer terminating this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever in respect of the Said Premises and the Said Car Parking Space or the common areas and facilities and limited common areas and every part thereof and shall cease to have any right, title, interest, claim or demand or against the Developer; and the Developer shall be entitled to deal with and dispose off the Said Premises and the Said Car Parking Space to any other person/s in the manner as it deems fit, without any further intimation or act or consent of the Purchaser/s.

(13) Upon the Developer terminating this Agreement as aforesaid, the Developer shall become liable to refund without interest, the balance (i.e. amount paid by Purchaser/s to the Developer less the amounts which the Developer is entitled to and appropriate as aforesaid), if any, due to the Purchaser/s, after the Said Premises is sold and all amounts, including Instalments towards the Sale Price have been received from the new purchaser in respect of the Said Premises. However, any profits and all other advantages and benefits arising from the sale of the Said Premises to a new purchaser shall be to the sole and exclusive credit of the Developer and the Developer shall be entitled to the said profits and all other advantages and benefits. The Purchaser/s agrees that the dispatch of the said amount cheque by the Developer to the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, irrespective of whether or not the Purchaser/s accepts /encashes the cheque/s, will amount to the said refund. The Purchaser/s agrees and confirms that the amounts forfeited and appropriated are fair and equitable, are not harsh or unconscionable and the same constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Developer, and the same shall be in the nature of liquidated damages and not penalty.



(14) Upon the Developer terminating this Agreement as aforesaid, the Developer shall be entitled to adjust the shortfall (if any) in the service tax liability of the Purchaser/s from the balance amounts / balance Instalments (i.e. amount paid by the Purchaser/s to the Developer less the amounts which the Developer is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Developer prior to refund of the amount/s to the Purchaser/s. The amounts paid by the Purchaser/s towards his/her/their service tax liability until the date of termination /cancellation and deposited with the statutory authorities, shall be refunded to the Purchaser/s without any interest thereon only upon the Developer receiving corresponding refund/getting credit of the corresponding service tax amount paid / deposited, from the statutory authorities.

18) Notwithstanding anything contained herein, in case of any delay or default in making payment of any amounts and/or Instalments payable under this Agreement or otherwise, the Developer shall without prejudice to any other rights or remedies available to the Developer, including the right to terminate this Agreement and forfeit all such amounts from the Sale Price mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Developer interest on all outstanding payments at the rate of 2% (two percent) per month from the expiry of 7 (seven) days from the date of the demand notice issued by the Developer till the date of actual payment. It has been also agreed that in case of every delay in the payment of any installments/amounts hereunder, the Purchaser/s shall (without prejudice

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to the rights of the Developer under this Agreement or in law) be liable to pay a charge of Rs 2,000/- (Rupees Two Thousand Only) as administrative fee plus interest every installment amount delayed.

- 10) Notwithstanding anything contained herein, each payment made by the Purchaser/s allocated at the discretion of the Developer, first to the discharge of any damages then to the payment of any other amount due in terms hereof. It will be the sole duty of the Developer to appropriate any amounts received from the Purchaser/s towards the of any installment of the Sale Price or any amount that may be owed by the Purchaser/s to the Developer.
- 20) All the rights and remedies of the Developer, including aforesaid rights and remedies of the Developer, are cumulative and without prejudice to one another.
- 21) The Purchaser/s has/have been apprised and made aware and the Purchaser/s acknowledge/s and confirm/s:
  - (a) The development of the Larger Land is being undertaken in a phase wise manner as a composite layout, on such terms and conditions as the Developer deems fit.
  - (b) The phase-wise and/or sector-wise development of the Larger Land including the Said Property and balance portion of the Esquire Property, of the Developer, in a substantial time for completion. In the course of such development and on the layout (including recreation ground, open space, playground and other amenities) the Developer shall be entitled to amend or substitute the existing sanctioned plans, floor plans (including increase / decrease of floor levels), elevations, designs from time to time; in accordance with the Development Control Regulations for Greater Mumbai, 1991 or as may be required by the Government, MCO or other relevant authority and/or as the Developer may consider necessary in respect of the Larger Land and the Purchaser/s has/have agreed and accorded his/her consent or concurrence in respect thereof.



The Developer is entitled to utilize the entire FSI (including fungible FSI, free premium FSI) that may be available from the said Property / Esquire Property / Larger Land or on account of TDR and/or by change of law and/or change of FSI schemes under the applicable laws, public car parking schemes or any other rights and benefits including on account of undertaking any rights which is or may be available in respect of the said Property, Esquire Property and/or the Larger Land or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law. The Purchaser/s also agrees, acknowledges and confirms that he / she / it is/ are aware that the State Government has vide notification dated October 20, 2010 allowed construction of public parking on private lands on the terms and conditions stated therein in pursuance whereof additional FSI is made available. The Purchaser/s is/are further aware that the Developer has proposed to construct public parking on and under the Esquire Property (including the Said Property) and/or balance portion of the Larger Land and avail the additional FSI and construct the same on the Esquire Property (including the Said Property) and/or balance portion of the Larger Land and construct additional building/s or floors etc. on the said Property / Esquire Property and Larger Land.

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The Purchaser/s has/have entered into the present Agreement knowing fully the scheme of development proposed to be carried out by the Developer on the said Property, the Esquire Property and the balance portion of the Larger Land and the Purchaser/s has no objection for such amendments or substitution as aforesaid and accords his/her/their irrevocable consent to the same. Further, the Purchaser/s confirms and consents to the irrevocable, absolute and unfettered right of the Developer to the scheme of development proposed to be carried out by the Developer, as aforesaid. The Purchaser/s agrees, undertakes and confirms that he/she/it/they will not obstruct, hinder or interfere with the development of

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...including provisions of the Land Use Zoning Regulations and the subsequent and the public policy as envisaged under the scheme of development.

The Developer shall in its sole discretion form and register separate and independent co-operative housing societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 or companies under the provisions of the Companies Act, 2013 or condominiums under the provisions of the Maharashtra Apartment Ownership Act, 1970 of the Purchaser/s of the premises in the said Tower / **Said Organisation**. The Developer shall lease the said Property to the Said Organisation for a term of 99 (ninety nine) years at the lease rent of Rs. 1/- (Rupee One Only) per annum and the Said Tower shall be conveyed to the Said Organisation. The Purchaser/s of units / premises in Said Tower shall join in forming and representing the Said Organisation to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Said Organisation and for becoming a member, including the bye-laws of the proposed organisation. The Purchaser/s shall duly fill in, sign and return to the Developer within 15 (fifteen) days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to register the Said Organisation of the Purchaser/s.

Similar to the said Organisation, the Developer may, in its sole discretion, form and register separate and independent co-operative housing societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 or companies under the provisions of the Companies Act, 2013 or condominiums under the provisions of the Maharashtra Apartment Ownership Act, 1970 of the purchaser of the premises in other towers / buildings to be constructed being constructed on the basis of the phase-wise development of the Larger Land ("**Other Organisations**"). The Developer shall lease the land under the said towers / buildings and convey the respective buildings to the respective Other Organisations. The Developer shall retain the ownership title of the Larger Land and the building situated thereon which are not conveyed to the Said Organisation and the Other Organisations. The lease of the Said Property and the conveyance of the said Tower shall be strictly in terms of this Agreement and retaining the rights of the Developer as stated herein.



24) (a) It is expressly agreed that any rights of the Purchaser/s under this Agreement or otherwise will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Developer strictly in accordance with this Agreement, time being of essence, and only on Purchaser/s performing and complying with all other terms, conditions, covenants, obligations, undertakings etc. as set out in this Agreement. All other unsold premises or unassigned/unallotted rights in the car parkings spaces, portion/s of the Said Tower etc. including common areas and facilities and limited common areas and facilities, such as staircase, staircase landing, entrance lobby, internal roads, common landscapes, open spaces, terraces, recreational facilities such as swimming pool, such other areas as may be designated as common areas by the Developer and all other areas, etc., shall always be the sole and absolute property of the Developer. The Purchaser/s hereby confirms and consents to the irrevocable, absolute and unfettered right of the Developer to develop, and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose off, and/or grant any right in respect of the Said Property and/or Said Tower and/or all other unsold premises, or unallotted / unassigned rights in the car parkings spaces and portion or portions of the Said Property including common areas, staircase, staircase landing, entrance lobby, internal roads, common landscapes, open spaces, terraces, recreational facilities such as swimming pool, such other areas as may be designated as common areas by the Developer and all other areas, etc. in the manner deemed fit by the Developer without any consent or concurrence of the Purchaser/s or any other person. The Purchaser/s is/are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various premises in the Said Tower alongwith the users and occupants of other premises/ developments and/or buildings on the Esquire Property and/or on the balance portion of the Larger Land and also for the use and enjoyment of the other third parties who are not the Purchaser/s, owner and/or occupier of flats and/or premises. The Purchaser/s is/are further aware that the Developer has retained its right to permit the users / occupants of other premises / developments on the Esquire

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1101 completed the construction of the Said Tower on the Said Property and/or construction and development of the Esquire Property and the balance portion of the Larger Land and sold all the flats, premises and other properties, etc. in the Said Tower or in the other buildings to be constructed on the balance portion of the Esquire Property and/or balance portion of the Larger Land; and

1102 received all the amounts including the sale price from the Purchaser's payment and

25) Till the conditions specified in the sub-clause (a) above are satisfied, the Developer shall not be bound, liable, required and/or called upon to form any such Said Organisation, and shall not be required to execute lease of the Said Property, and conveyance of the Said Tower or any other document in respect of Said Property, consisting of the Said Tower standing thereon and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf. It is further agreed that the Developer shall at its sole discretion be entitled to either execute lease of the Said Property and conveyance of the Said Tower or any other document in respect of Said Property, consisting of the Said Tower standing thereon.

(c) no liability or responsibility shall attach on the Developer and no compensation or rebate or other amount shall be payable by the Developer, if any part of the Said Property is not permitted to be leased, or if any part of the the Said Property, falls within the set back line or the regular line of the street or is reserved as recreation area or for a park, and/or is given away to the MCGM or any other government authorities for any other purposes.

(d) The Purchaser shall at no time demand partition of the Said Tower and/or the Esquire Property, and/or the balance portion of the Larger Land and/or the Said Property, if any, therein. The Developer shall, however, at its discretion and do so, be entitled to effect the partition in terms of the above.

26) All costs, charges and expenses incurred in connection with the registration of the Said Organisation as well as the costs of preparing, engrossing, stamping and documents required to be executed by the Developer and by the Purchaser, including stamp duty, registration charges etc., payable in respect of such documents, as well as entire professional costs of the attorneys of the Developer for preparing, engrossing, stamping and documents shall be borne and paid by the Purchaser and the Said Organisation as aforesaid and/or proportionately, by all the holders of the premises, in the Said Tower. The said Organisation shall not be liable to make any contribution towards such expenses.



27) In the event of the Developer forming Said Organisation, then the Purchaser shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable, if any, by the Said Organisation on the execution of the lease or any document or instrument of transfer in respect of the Said Tower/Said Property. The Purchaser's alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents in pursuance hereof. The applicable stamp duty, registration charges and the legal expenses to be paid on lease of the Said Property and conveyance of the Said Tower shall be borne and paid by the Purchaser's and/or the Said Organisation.

28) The Developer shall be entitled to sell and/or grant exclusive/non-exclusive right of use or otherwise in respect of all flats, premises, tenements, open spaces, terraces, etc. intended to be constructed and grant the right and permission to park in the car parking spaces on the Said Property with a view ultimately that the Purchaser's, allottees and permitted assignees of all the premises, tenements, open space, terraces, car parking spaces, etc., in Said Tower shall be admitted to the Said Organisation. It is agreed and certified that the Developer shall have all the rights and be entitled to sell, allot, assign, transfer, lease, ~~offer~~ offer land and license basis parking spaces etc. separately and independently and the purchaser's, allottees permitted assignees of all such premises, open spaces, terraces, car parking spaces etc. in Said Tower shall be admitted to the Said Organisation.

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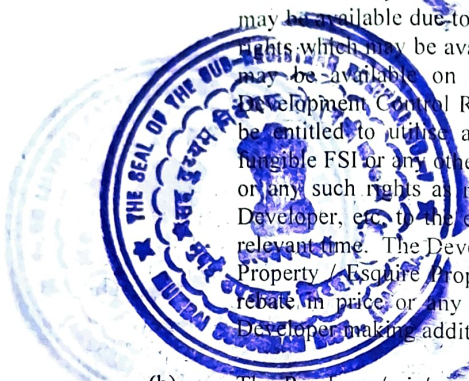
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20) The Purchaser/s and the person to whom the Said Premises are permitted to be sold shall be bound by the terms and conditions set out in this Agreement shall, from time to time sign any and all documents and do all acts, deeds, matters and things as the Developer may require for safeguarding the interest of the Developer and other purchasers in the Said Property

20) (a) It is agreed that notwithstanding anything contained in the Agreement, the Developer is in the process of developing the Larger Land in a phase-wise manner as a composite layout, which might take additional time to complete. The Developer shall be entitled at any time to amend the specifications and elevations and/or to construct additional floors, buildings and/or additional floors on the balance portion of the Esquire Property and on the balance portion of the Larger Land and/or additional floors on Said Tower and on the balance portion of the Esquire Property and/or the buildings being constructed / to be constructed after completion of Said Tower and/or the balance portion of the Esquire Property. All such additions, alterations, additional floors, buildings and/or other modifications shall be the sole property of the Developer who shall be entitled to sell the same otherwise deal with the same in the manner who shall be deemed fit. The Developer may undertake additional construction which may either be on account of the FSI that may be available from the Said Property, the balance portion of the Larger Land and/or any other rights and benefits, including any such rights and benefits which may be available due to provision of public parking or elsewhere on the property, the balance portion of the Larger Land and/or any other rights and benefits which may be available on account of the amendment under any law, Development Control Regulations for Greater Mumbai, 1991. The Developer shall be entitled to utilize and consume such TDR, FSI including but not limited to any such rights as may be available due to provision of public parking, or any such rights as may be available due to provision of public parking, etc. in the extent permissible as per rules / regulations in force at the relevant time. The Developer shall also be entitled to use the balance FSI, rebate in price or any other advantage to the Purchaser/s shall not be entitled to Developer making additional construction from the balance portion of the Esquire Property or the Larger Land shall contain public parking which shall be surrendered or handed over to the concerned authorities and in lieu of additional FSI as shall be available on the Larger Land and shall be available to the Developer exclusively on such property and in such manner as the Developer may deem fit.



(b) The Purchaser/s is/are aware that the Said Property or the balance portion of the Esquire Property or the Larger Land shall contain public parking which shall be surrendered or handed over to the concerned authorities and in lieu of additional FSI as shall be available on the Larger Land and shall be available to the Developer exclusively on such property and in such manner as the Developer may deem fit.

(c) It is agreed between the Developer and the Purchaser/s that the Developer shall be entitled to develop the Larger Land in a phase-wise manner and/or in a sector-wise manner as a composite layout, as the Developer may deem fit. The Developer shall retain unto itself its nominees and assigns full rights for the purpose of the sale by the Developer and the Purchaser/s unequivocally consents / agrees not to object or dispute regarding the same now or any time in the future.

(d) The Purchaser/s is aware that the scheme of development proposed to be developed on the Larger Land, shall be in a phase-wise and/or sector wise manner. The Developer may deem fit. Accordingly the Developer shall be required to make necessary amendments or substitution or modifications of the sanctioned layout plan from time to time as may be required by the Government, MCGM or any other authority and/or as the Developer may consider necessary in respect of the Said Property and/or in the manner as deemed fit by the Developer. In pursuance of the above, the Purchaser/s agrees, confirms and consents to the irrevocable and unfettered right of the Developer to amend the existing layout plans, specifications and elevations and construct and sell / allot premises in the Said Tower and/or in the balance portion of the Esquire Property and on the balance portion of the Larger Land in a phase-wise manner as a composite layout, which might take additional time to complete. The Developer shall be entitled at any time to amend the specifications and elevations and/or to construct additional floors, buildings and/or additional floors on the balance portion of the Esquire Property and on the balance portion of the Larger Land and/or additional floors on Said Tower and on the balance portion of the Esquire Property and/or the buildings being constructed / to be constructed after completion of Said Tower and/or the balance portion of the Esquire Property. All such additions, alterations, additional floors, buildings and/or other modifications shall be the sole property of the Developer who shall be entitled to sell the same otherwise deal with the same in the manner who shall be deemed fit. The Developer may undertake additional construction which may either be on account of the FSI that may be available from the Said Property, the balance portion of the Larger Land and/or any other rights and benefits, including any such rights and benefits which may be available due to provision of public parking or elsewhere on the property, the balance portion of the Larger Land and/or any other rights and benefits which may be available on account of the amendment under any law, Development Control Regulations for Greater Mumbai, 1991. The Developer shall be entitled to utilize and consume such TDR, FSI including but not limited to any such rights as may be available due to provision of public parking, or any such rights as may be available due to provision of public parking, etc. in the extent permissible as per rules / regulations in force at the relevant time. The Developer shall also be entitled to use the balance FSI, rebate in price or any other advantage to the Purchaser/s shall not be entitled to Developer making additional construction from the balance portion of the Esquire Property or the Larger Land shall contain public parking which shall be surrendered or handed over to the concerned authorities and in lieu of additional FSI as shall be available on the Larger Land and shall be available to the Developer exclusively on such property and in such manner as the Developer may deem fit.

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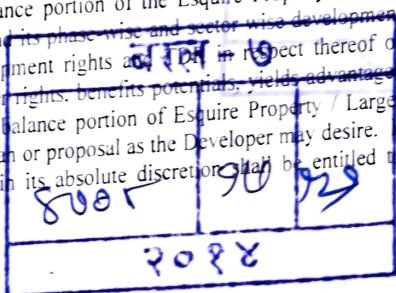
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on the Said Property without any further or other consent or concurrence in future and these consents and confirmations shall be treated as irrevocable No Objection Certificate ("NOC") given by the Purchaser/s under Section 7 and 7A of the MOF Act or any amendment thereto from time to time.

- (c) The Purchaser/s acknowledges and agrees that the Developer has proposed that there shall be common open areas, common landscapes and driveways, passing through the Said Tower/Said Property and such other areas as may be designated as common areas by the Developer, which shall be used as common open areas and common driveways for access, ingress and egress in common along with users/purchasers of premises from the neighboring buildings on the balance portion of the Larger Land. The Purchaser/s accept/s that the said designated areas, common open areas, common landscapes and driveways passing through the Said Tower/Said Property shall be an integral part of the layout of the overall project including the neighbouring buildings on the Larger Land and neither the Purchaser/s nor any of its workmen, staff, employees, representatives and agents, shall, at any time, claim any exclusive rights with respect to the said designated areas, common open areas, common landscapes and driveways passing through the Said Tower/Said Property. The Purchaser/s unequivocally agree and accept that, at all times, the Developer and its workmen, staff, employees, representatives and agents and all other users/purchasers of premises from the Said Tower, neighbouring buildings on the balance portion of the Esquire Property/Larger Land shall have the full right and authority to enter into and upon the said designated areas/open areas/common landscapes/driveways for the access, ingress and egress on the Said Property/Esquire Property/Larger Land without any restriction or interference whatsoever and neither the Purchaser/s nor any other users shall be entitled to raise any objections in respect of the same. The Purchaser/s acknowledge, accept and agree to the above, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.
- (f) The electricity, communication and utility lines, cables and meters, etc. in respect of the Said Tower shall be laid down and installed in common with neighbouring buildings on the Esquire Property / Larger Land and the Developer and its workmen, staff, employees, representatives and agents, shall at all times, have the right and authority to enter into and upon the common areas/open areas/common landscapes/driveways/ the Said Tower/Said Property, neighbouring buildings on the Esquire Property/ Larger Land for the purpose of maintenance repair and upkeep of the same. The Purchaser/s unequivocally agree and accept that, at all times, the Developer and its workmen, staff, employees, representatives and agents and all other users/purchasers of premises and their respective workmen, staff, employees, representatives and agents, from the Said Tower/Said Property, neighbouring buildings on the Esquire Property/ Larger Land shall have the full right and authority to enter into and upon the said designated areas/open areas/common landscapes/driveways for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc. without any restriction or interference whatsoever and neither the Purchaser/s nor any other users shall be entitled to raise any objections in respect of the same. The Purchaser/s acknowledge, accept and agree to the above, notwithstanding that there shall or may be any perceived or actual risk, nuisance, annoyance or inconvenience that could arise by virtue of such maintenance and upkeep.
- (g) It is agreed between the Developer and the Purchaser/s that the Developer shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the Said Property, the balance portion of the Esquire Property and the balance portion of the Larger Land, and its phase wise and sector wise development and to utilize all the FSI and development rights and other rights, benefits potentials, yields advantages to be used on the Said Property, the balance portion of Esquire Property / Larger Land and for that purpose to submit plan or proposal as the Developer may desire. It is further agreed that the Developer shall be entitled to



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... of the Said Property, the Developer is to be bound as to the Said Property and shall be liable to the Purchaser for any loss or damage to the Said Property...

... the Said Property, the Developer is to be bound as to the Said Property and shall be liable to the Purchaser for any loss or damage to the Said Property...

It is agreed, confirmed and covenanted by the Purchaser/s that the Purchaser/s shall be entitled to the balance portion of the Said Property and/or the balance portion of the Said Property...



The Purchaser/s is/are aware that the Said Tower proposed to be constructed on the Said Property shall be constructed either from the FSI of the Said Property...

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Developer shall be entitled to construct and/or additional floor or floors on the Said Tower or on the Esquire Property and/or the balance portion of the Larger Land as the Developer may deem fit and the Developer shall be entitled to deal with disposal of, alteration, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Developer may deem fit without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the Purchaser/s agrees not to dispute or object to the same.

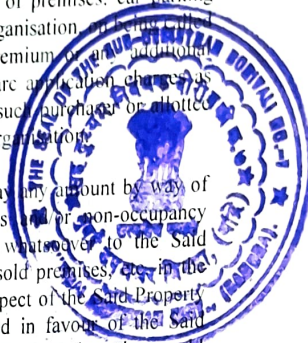
(8) That the name of the Said Tower shall always be the name as mentioned in the Fifth Schedule hereunder written and this name shall not be changed without the written consent / permission of the Developer.

(9) In the event of the Said Organisation being formed and registered before the sale / disposal, allotment / assignment by the Developer of all the premises, terrace, car parking spaces, etc., then the powers and the authority of the Said Organisation so formed etc. shall be subject to the over all superintending authority and control of the Developer in respect of all the matters concerning the Said Tower and, in particular the Developer shall have absolute authority and control as regards the unsold / unallotted, unassigned premises, car parking spaces, etc. The Purchaser/s hereby further agree and confirm that in the event of the Said Organisation being formed earlier than the sale disposal/ allotment / assignment of all the premises, car parking spaces, then and in that event any purchaser or allottee of premises, car parking spaces from the Developer shall be admitted to the Said Organisation, or be admitted upon by the Developer, and without payment of any premium or any other charges to the Said Organisation save and except the share application charges as mentioned in the Eighth Schedule hereunder written and such purchaser or allottee shall not be discriminated or treated prejudicially by such organisation.

(d) The Developer shall not be liable or required to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Said Organisation for the sale / allotment or transfer of the unsold premises, etc. in the Said Tower or the Said Property even after the lease in respect of the Said Property and conveyance in respect of the Said Tower is executed in favour of the Said Organisation, save and except the municipal taxes, at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings. Adequate provisions for the above may be made in the documents of transfer in favour of the Said Organisation.

(e) The Purchaser/s is/are aware that the Developer shall be constructing and developing in a phase-wise and/or sector-wise manner on the Said Property and /or the balance portion of the Esquire Property and/or the balance portion of the Larger Land and the Purchaser/s hereby irrevocably consents to the same.

(f) The Purchaser/s is/are further aware that the Developer shall be constructing and developing in a phase-wise and/or sector-wise manner on the balance portion of the Larger Land such building/s for residential, commercial, hospitality or such other use as the Developer may in its sole discretion deem fit for development and the Purchaser/s hereby irrevocably consents to the same.



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32) The Developer shall be entitled to construct in, over or around or above the terrace of the Said Tower any additional area or facility, including helipads or any other similar facility/ies as may be permitted within the rules of the MCGM and/or any other authority.

33) It is expressly agreed and understood by the Purchaser/s that the Developer will appoint third party contractor(s) for construction and execution of the said Tower, and all the construction and execution works by such third party contractors shall be undertaken in accordance with the relevant Indian Standard Codes. In case of a defect in construction, (i) the Developer and the Purchaser/s will hold liable such third party contractor(s) for any such defect, and the Developer shall not be held liable and/ or responsible for any defect in construction by the

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...purchaser/s, (ii) the Developer and the Purchaser/s shall collectively approach the third party...  
 ...acknowledges that in spite of all the necessary steps and precautions taken while design...  
 ...and construction of the Said Tower, the concrete slabs / beams may deflect due to self-weight...  
 ...years after construction, further the Purchaser/s may come across various cracks in finished...  
 ...flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection. The Purchaser/s...  
 ...covenants not to hold the Developer liable and/or responsible for any such defects arising...  
 ...of inherent properties of concrete and shall conduct regular inspection and maintenance of...

34) It is agreed that the Said Premises shall be of R.C.C. structure with normal brick / block wall with dry wall with gypsum/putty/cement plaster. The Purchaser/s hereby agrees that the wall in the Said Premises may, if required due to any structural reasons, convert any brick / block wall into R.C.C. wall or vice versa and the Purchaser/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Purchaser/s, along with any and all purchasers of the flats and premises of the Said Tower, shall be strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Said Tower. Any dismantling / demolition of non-structural walls, change in configuration, or repositioning of the same may change the slab deflection pattern, which may cause crack in the finishes i.e. flooring, ceiling plaster of the floor below and may also damage to the water proofing also, etc. In the event of any flat purchasers in the Said Tower making any internal structural / non-structural changes made to any of the premises in the Tower, the Developer shall stand forthwith discharged of all its expressed and implied warranties with respect to the construction issues of the Said Tower. It is agreed that the Said Premises shall contain specifications, fixtures, fittings and/or amenities as specified in the Fourth Schedule hereto, which shall be binding on the Purchaser/s. The Developer shall not be liable for any specifications, fixtures, fittings and/or amenities that are not specified in the Fourth Schedule hereto. The Purchaser/s hereby agrees, declares and confirms that save and except the said specifications, fixtures, fittings and/or amenities, the Developer shall not be liable for any specifications, fixtures, fittings and/or amenities, the Developer further agrees, confirm and declare that he/she/it/they are aware that all natural materials including marble, granite, natural timber, etc. contain veins and grains with tonal differences and though the Developer shall pre-select such natural materials for installation in the Said Tower, their non-uniformity, natural discolouration or tonal differences at the time of installation is unavoidable, and also that he/she/it/they are aware that the finishes to the Said Premises in the Said Tower are carried out on the project level and hence the same shall not be compared with the interior finishes of any mock-up/ show/ sample flat. Further though the Developer has proposed to provide certain facilities such as common swimming pool and gymnasium, the Developer has the right to add, alter, amend or delete any or all of the proposed amenities. The use of the common swimming pool and gymnasium shall be on such terms and conditions as decided by the Developer. In the event the Purchaser/s is/are individual(s), the use of the common swimming pool and gymnasium shall be restricted only to the Purchaser/s, his/her spouse, children and parents residing with the Purchaser/s in the Said Premises. In the event the Purchaser/s is a body corporate, the use of the common swimming pool and gymnasium shall be restricted only to the employee, director or representative of the Purchaser/s residing in the Said Premises, the spouse, children and parents residing in the Said Premises with the employee, director or representative of the Purchaser/s. In the event the Said Premises are leased or licensed by the Purchaser/s, the lessee(s) or the licensee(s) of the Purchaser/s (as the case may be) will not be entitled to use the common swimming pool and gymnasium.

35) The Developer has proposed to develop the Said Tower and the Said Property in anticipation of the current market scenario and other related conditions and government policies and regulations. The development of the Said Tower/Said Property shall progress on the basis of the current expected cash-flow, costs, charges and interests on borrowings, etc. The Developer shall endeavour to complete the construction of the Said Premises and hand over possession of the Said Premises and Said Car Parking Space by the "Early Date" (more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as the "Early Date"), and if the construction of the Said Premises is not completed by the Early Date, then

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the Developer shall complete the construction of the Said Premises and hand over possession of the Said Premises and Said Car Parking Space within a further period of 12 (twelve) months after the **Late Date** ( **The Late Date** ), provided always that the Developer shall be entitled to further extension of time for completion of construction of the Said Premises, if the completion of Said Tower is delayed on account of

- a) Non-availability of steel, cement, other building material, water or electric supply;
- b) War, Civil Commotion, riots or act of God;
- c) Any notice, order, rule, regulation, notification or directive of the Government, and/or any local or public or private body or authority and/or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority or any change / amendment therein;
- d) Delay in grant of approvals, permissions and sanctions from MCGM and/or any other authorities;
- e) Any other eventuality which is beyond the control of the Developer including precarious financial condition of the Developer and/or economic downswing in real estate or any other industry;
- f) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developer or its agents including strikes or agitation by the workers or labourers of the Developer or the Contractor or suppliers;
- g) Any change in government policies and regulations, and/or any delay on account of any factor/s directly or indirectly affecting cash-flow and/or resulting into interruption or hindrance in the current project cash-flow and/or resulting into escalation in costs, charges, expenses or interests.



In case any extension of time is necessitated for the completion of construction of the Said Premises due to any of the reasons mentioned hereinabove or for any reason whatsoever, then in such case the Late Date shall stand extended to such date as may be calculated after considering the extended time required.

36) The Developer shall endeavour to inform the Purchaser/s of the delay, if any, in handing over of the use and occupation of the Said Premises to the Purchaser/s.

37) If the Developer fails to complete construction of the Said Premises by the Late Date or any further extended date in terms of this Agreement and thereafter to give possession, and the Purchaser/s have paid all the amounts payable under this Agreement (including interest if any) the Purchaser/s may avail the option of:

- (a) accepting a sum of Rs.10,000/- per month from the date following the Late Date or any further extended date and till the date Developer completes construction of the Said Premises and intimates the Purchaser to take possession; or
- (b) terminate this Agreement by giving a written intimation to the Developer and in which event:
  - (i) the Developer shall be liable to refund to the Purchaser/s the amount already received by the Developer in respect of the Said Premises with simple interest at the rate of 9% per annum from the date the Developer received such amounts till the date the amounts are repaid;
  - (ii) the Developer shall pay to the Purchaser an amount of Rs.1,00,000/- (Rupees One Lakh Only) as compensation in the event of such termination;
  - (iii) the Purchaser/s shall not have any right, title, interest, claim or demand against the Developer and/or in respect of the Said Premises.

(c) The Purchaser/s agree, confirm and acknowledge that the amounts payable under option (a) or (b) constitutes a reasonable genuine and agreed pre-estimate of damages that may be caused to the Purchaser/s and neither the Purchaser/s nor any person or

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...shall claim any amounts as compensation, damages or in any manner whatsoever.  
 The Purchaser/s agree and confirm that he/she/it may select either of the options mentioned in this clause within 10 days of the Late Date and/or any further extension.  
 In the event the Purchaser/s fail and neglect to revert within the time stipulated in this clause the Purchaser/s shall have deemed to have availed the option (a) herein.  
 The Purchaser/s hereby agree and confirm that the payment of the amount of the amount of any claims towards costs, losses, damages and any other claims whatsoever of any nature the Purchaser/s may have against the Developer, and the Developer stand released of all such claims forthwith on such payment; provided that by his consent it is agreed that dispute whether the stipulations specified in Section 8 of M.O.I. Act have been satisfied or not will be referred to the Competent Authority.

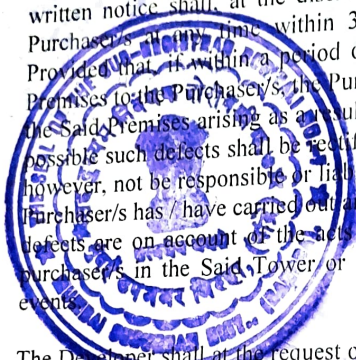
38) The Purchaser/s agree that the return of the payment and the damages mentioned in the Agreement constitutes the Purchaser/s' sole remedy in such circumstances and the Purchaser/s foregoes any and all his/her/their rights to claim against the Developer for any performance and/or any losses, damages, costs, expenses or liability whatsoever; Upon the Agreement being terminated as stated in this Agreement, the amounts paid by the Purchaser/s towards his service tax, VAT and/or any other tax liability until the date of termination deposited with the statutory authorities, shall be refunded to the Purchaser/s without interest thereon only upon the Developer receiving corresponding refund / getting credit of corresponding service tax, VAT and/or other tax amount paid / deposited, from the statutory authorities and not otherwise.

39) The Purchaser/s shall occupy the Said Premises within 7 (seven) days of the Developer giving written notice to the Purchaser/s intimating that the Said Premises is ready for use; such written notice shall, at the discretion of the Developer, be given by the Developer to the Purchaser/s at any time within 3 (three) months after receipt of Occupation Certificate to the Premises for the Purchaser/s. The Purchaser/s brings to the notice of the Developer any defect in the Said Premises arising as a result of the acts or omissions of the Developer, then wherever possible such defects shall be rectified by the Developer at its own cost. The Developer, however, not be responsible or liable to comply with its obligations stated in this clause, if the Purchaser/s has / have carried out any civil works in the Said Premises / Said Tower and/or defects are on account of the acts or omissions on the part of the Purchaser/s or the other purchaser/s in the Said Tower or acts of third parties or on account of any force majeure event.

40) The Developer shall at the request of the Purchaser/s give an opportunity to the Purchaser/s to inspect the Said Premises either prior to the Developer granting permission to commence furnishing or after receipt of occupation certificate (as applicable) at which time, the Parties will prepare and sign a conclusive list of any defects and deficiencies in the Said Premises. The Developer shall promptly remedy such defects and deficiencies provided that the Purchaser/s shall not be entitled to hold back any portion of the Sale Price in respect of such defects and deficiencies. In the event of any dispute, the decision of the Developer's architect shall be final and binding on the parties. In all other respects, the Purchaser/s shall be deemed to have accepted the physical condition of the Said Premises. The Purchaser/s acknowledge/s that except for this one inspection, the Purchaser/s shall not be allowed access to the Said Premises or the Said Tower prior to the Developer giving written notice to the Purchaser/s in accordance with clause 39 above, without the prior written authorization of the Developer.

41) The Purchaser/s shall use the Said Premises only for residential purpose. The Purchaser/s shall only have the right to use the Said Car Parking Space, for the purpose of car parking for self and for his/her/his guests only.

42) (a) As part of the transaction contemplated herein, the Purchaser/s shall, on the receipt of Occupation Certificate by the Developer, pay to the Developer *inter alia* the amounts mentioned in the **Seventh Schedule** hereunder written, over and above the Sale Price as mentioned in the Fifth Schedule hereunder written and all other amounts payable



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to the Purchaser's credit this Agreement or otherwise. The Developer is satisfied in  
write and approves the same as its own account.

43) (a) The Developer shall not be liable responsible and is required to render an account  
in respect of the amounts mentioned in the Seventh Schedule hereunder written. It is  
further clarified that the amount mentioned in the Seventh Schedule hereunder written  
shall not include the dues for electricity, gas and other bills for the Said Premises and the Purchaser/s  
separately. It is further clarified that the list of charges mentioned in the Seventh  
Schedule hereunder written is only indicative and not exhaustive and the Purchaser/s  
agrees to pay to the Developer, such other charges under such heads as the Developer  
may indicate. It is also further clarified that the amount of charges mentioned in the  
Purchaser/s agrees to pay to the Developer, such additional increased charges as the  
Developer may indicate.

(b) It is expressly further agreed that the Purchaser/s shall also on the receipt of  
Occupation Certificate by the Developer, pay to the Developer the amounts  
mentioned in the Fifth Schedule hereunder written, over and above the Sale Price as  
the Purchaser/s under this Agreement or otherwise.

(c) The Developer shall render the account in respect of the amounts mentioned in the  
Eighth Schedule hereunder written, and the unspent balance, if any, in the amounts  
mentioned in this clause, shall be transferred to the Said Organisation, the account  
without any interest on the amounts received from the Purchaser/s, the sum of  
handing over the charge of the Said Tower to the Said Organisation. It is hereby  
clarified that the amounts mentioned in the Eighth Schedule hereunder written does  
not include the dues for electricity, gas and other bills for the Said Premises and the  
Purchaser/s shall be liable to pay electricity, gas and other bills for the individual  
meters separately. It is further clarified that the list of charges mentioned hereabove  
is only indicative and not exhaustive and the Purchaser/s agrees to pay to the  
Developer, such other charges under such other heads as the Developer may indicate.  
It is also further clarified that the amount of charges mentioned in the Eighth  
Schedule hereunder written is only indicative and the Purchaser/s agrees to pay to the  
Developer, such additional increased charges as the Developer may indicate.

(d) It is expressly agreed by the Purchaser/s that the Developer shall in its sole discretion  
be entitled to utilise the Corpus fund specified in Eight Schedule hereunder written or  
adjust the same, for payment of maintenance, taxes, outgoing, etc. in respect of the  
Said Premises/Said Tower. Similarly, if the Corpus fund shall fall deficient and there  
is surplus under any other head, the Developer shall be entitled to adjust such  
deficiency against such surplus. In case there shall be a deficit in the Corpus fund, the  
Purchaser/s shall forthwith on demand pay to the Developer his/her/their/its  
proportionate share to make up such deficit.

(e) For the purposes of this clause, the expression "Developer" includes its nominee/s

44) It is agreed that in the event of any additional amounts becoming payable in respect of items  
mentioned in the Seventh Schedule and the Eighth Schedule hereunder written, the  
Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the  
Developer. Such amounts shall not carry any interest.

45) So long as each premises in the Said Tower are not being separately assessed for municipal  
taxes and water charges, the Purchaser/s shall pay to the Developer his / her / their  
proportionate share of the municipal taxes and water charges assessed by the MCGM on the  
Said Tower, the common areas and the Said Property, such proportion to be determined by the  
Developer on the basis of the area of the Said Premises. Subject to the provisions of clause 31  
(d) hereinabove the Purchaser/s along with the other purchasers / allottees will not require the  
Developer to contribute towards any other charges and all other rent, rates and taxes in  
respect of the Said Premises and other premises which are not sold or disposed off by the



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(v) Whether temporary or permanent, in the Said Premises and not to cover or obstruct any thing on the open spaces, land, recreation area and parking spaces and or other areas.

(vi) Not to demolish or cause to be demolished the Said Premises or any part thereof or at any time make or cause to be made the Said Premises or any part thereof of a hazardous nature in order to be made any addition or alteration of the partition, sewers, drains, pipes in the Said Premises and keep them in good repair and condition and in particular so as to support, shelter and protect other parts of the Said Tower.

(vii) Not to make any alteration in the elevation and outside colour scheme of service slabs or any of the Said Tower and not cover / enclose the pillars and columns, beams, walls, slabs or in any other manner cause damage to the structural members in the Said Premises or RCC partition or walls, panels or other hammering for whatsoever use on the external / dead walls of the Said Tower or do any act to affect the FSI potential of the Said Property.

(viii) Not to do or permit to be done any renovation / repair of the Said Premises; in the event of the Purchaser's carrying out any renovation / repair within the Said Premises then in such event the Purchaser shall be responsible for rectification of any defects noticed in the Said Premises or of any damage caused to the Said Premises or of such renovation / repair.

(ix) Not to affix any fixtures or grills on the exterior of his/her premises for the purposes of drying clothes or other purposes or undertakes not to have any laundry windows only. The Purchaser's shall fix the grills in this respect as approved by the Purchaser's from the Developer and the Purchaser's undertakes not to fix any grill having a design other than the standard design approved by the Developer. If found that the Purchaser's has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Purchaser's has affixed a grill having a design other than the standard approved design, the Purchaser's shall immediately rectify / dismantle the same so as to be in compliance with his/her/their obligations as mentioned herein, and in addition to the same, on each such occasion / default, pay to the Developer a penalty of Rs. 1,00,000/- (Rupees One Lakh only).

(x) Not to install a window Air-conditioner within or outside the Said Premises. If found that the Purchaser's has affixed a window air conditioner or the outdoor condensing unit which projects outside the Said Premises, the Purchaser's shall immediately rectify/dismantle the same so as to be in compliance with his/her/their obligations as mentioned herein, and on each such occasion/default, pay to the Developer a penalty of Rs. 1,00,000/- (Rupees One Lakh only).

(xi) The aforesaid penalty/s shall be payable by the Purchaser's in addition to the cost of rectification for the default committed in the event the Purchaser's fails to pay the same and rectify the default within 15 (fifteen) days from committing the default at his/her / their own cost then the Developer through its agents, shall have a right to enter upon the Said Premises and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the



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without condensing unit which are in contravention of the  
Clause or any other provision of this Agreement

12.1.1. As or part to be done any act or thing which may render  
any part of the premises of the Said Property and the Said Towers in any  
manner unsafe or whereby any increase in the premium shall become payable  
in respect of the insurance.

12.1.1.1. default in payment of the amounts to be paid to the Insurer  
in addition to the amounts mentioned in the Seventh Schedule hereto  
within and pay within 7 (seven) days of demand by the Insurer  
together their share of security deposit demanded by the Insurer  
or government M/GM for giving water or any electric supply connection  
giving electricity or any other service connection to the Said Towers.

(x) Not to delay default in payment of increase in local taxes, water charges  
insurance and such other levies, if any, which are imposed by the concerned  
authority and/or Government and/or other public authority from time  
to time

(xi) Not to transfer or assign the Purchaser's right, interest or benefit under  
Agreement and/or let, sub let, sell, mortgage and/or otherwise under  
assignment or part with occupation or give on leave and license. Save the  
paying guest of tenancy basis or induct any person's into or from the  
Said Premises without the prior written consent of the Developer.

(xii) If granted shall be subject to the terms and conditions imposed by  
the Developer, as may be specified by the Developer and payment to be  
made of all applicable dues and charges payable by the Purchaser/s to the  
Developer under this Agreement.



(xiii) Not to violate and to abide by all rules and regulations framed by the  
Developer for the purpose of maintenance and up-keep of the Said Tower and its  
appurtenances in connection with any interior / civil works that the Purchaser/s  
may carry out which the Said Organisation may have at its inception and the  
additional amendments thereof that may be made from time to time for protection,  
observation and performance of the building rules, regulations therein and for the  
public bodies. The Purchaser/s shall also observe and perform all the  
stipulations and conditions laid down by the Said Organisation regarding  
occupation and use of the Said Premises in the Said Tower and shall pay all  
contributions regularly and punctually towards the taxes, expenses or other  
outgoings in accordance with the terms of this Agreement.

(xiv) Shall not do or permit or suffer to be done anything in or upon the Said  
Premises or any part of the Said Tower which is or may, or which in the  
opinion of the Developer is or may, at any time be or become a danger, a  
nuisance or an annoyance to or interference with the operations, enjoyment,  
quiet or comfort of the occupants of adjoining premises or of the  
neighbourhood provided always that the Developer shall not be responsible  
to the Purchaser/s for any loss, damage or inconvenience as a result of an  
danger, nuisance, annoyance or any interference whatsoever caused by the  
occupants of the adjoining premises of the Said Tower and the Purchaser/s  
shall not hold the Developer so liable.

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(xv) Shall not obstruct cause or permit any form of obstruction whatsoever whether by way of demolishing or tearing any article, item or thing of whatsoever nature movable or immovable within the Said Premises or in or on the common stairs, refuge areas, corridors and passageways in and of the Said Tower.

(xvi) Shall never in any manner enclose any flower beds, planters, loggers, pocket terraces, deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Said Premises and keep the same unenclosed at all time. The Developer shall have the right to inspect the Said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser's and also to recover costs incurred for such demolition and reinstatement of the Said Premises to its original state.

(b) On breach of any of the conditions mentioned in sub-clause (a) hereinabove, the Developer shall without prejudice to other rights or remedy that the Developer may have, the Purchaser's either under this Agreement, or in law, shall be entitled (but shall not be obliged) to terminate the Agreement and out and from the payments made by the Purchaser (to the extent appropriate unto itself an amount equivalent to the amount of the Sale Price in respect of the Said Premises as indicated in the Agreement) may the Developer may, at its sole discretion, to compensate for the damage so caused, and the Purchaser shall be liable to compensate for the damage so caused and if the payments are inadequate, the Developer shall be entitled to claim further amounts from the Purchaser's to compensate for the damage so caused and the Purchaser's hereby consents to the decision of the Developer in that regard shall be final and binding upon the Purchaser's who shall not dispute the decision of the Developer in this regard.



(xvii) Upon the Developer terminating this Agreement, the Purchaser's shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the Said Premises or any part thereof or any of the common areas limited common areas and/or against the Developer and; the Developer shall be entitled to deal with and dispose off the Said Premises to any other person's as it deems fit without any further act or consent of the Purchaser's.

(xviii) Upon the Developer terminating this Agreement as aforesaid, the Developer shall become liable to refund without interest the balance amounts (i.e. the amounts paid by the Purchaser's to the Developer less the amounts which the Developer is entitled to forfeit and appropriate unto itself as aforesaid), if any, only after the Said Premises is sold and all amounts including amounts towards the Sale Price has been received from the new purchaser in respect of the Said Premises. The Purchaser's shall be liable to bear and pay for all the losses and or damages suffered by the Developer in the sale of the Said Premises to a new purchaser. However, any profit and all other advantages and benefits arising from the sale of the Said Premises and the purchaser shall be to the sole and exclusive credit of the Developer and the Developer shall be entitled to the said profits and all other advantages and benefits. Upon this Agreement being terminated as stated above, the amounts paid by the Purchaser's towards his/her Service Tax, VAT or any other tax liability until the date of termination and deposited with the statutory authorities, shall be refunded to the Purchaser's without any interest thereon only upon the Developer receiving corresponding refund /

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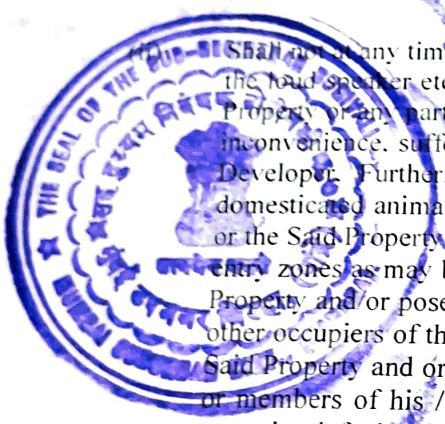
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...shall be in the nature of liquidated damages and not penalty.

...shall be in the nature of liquidated damages and not penalty.

(b) The Purchaser/s himself / herself / themselves in respect of the Said Property shall be bound to observe the following covenants as under:

(i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit to be thrown from the Said Premises into the compound or the refuse bin or any portion of the Said Property and the Said Tower. If the Purchaser/s or members of his / her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately rectify any damage and default immediately at his / her own cost and shall also be liable to pay to the Developer an amount of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser/s or any person on his / her behalf commits default of this sub-clause.



(ii) Not to at any time cause or permit any public or private nuisance to be caused by the use of the Said Property or do anything which shall cause an inconvenience, suffering, hardship or disturbance to the occupants of the Said Property or any part thereof shall not enter the restricted entry zones as may be designated by the Developer in the Said Property and/or pose a health or safety hazard and/or cause nuisance to other occupiers of the Said Tower / Said Property or litter the Said Property and/or the lifts installed in the Said Tower. If the Purchaser/s or members of his / her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay to the Developer an amount of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser/s or any person on his / her behalf commits default of this sub-clause.

(iii) Shall not discharge, dump, leave or burn nor to cause or permit to be discharged, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon the Said Premises and/or the Said Tower and/or open spaces nor to permit any littering in the common areas in or around the Said Premises and/or the Said Tower and at the Purchaser/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of the waste generated at the Said Premises and/or the Said Tower and/or open spaces in accordance with the requirement and satisfaction of the Developer and/or the government and statutory authorities. If the Purchaser/s or any person on his/her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay an amount of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser/s or any person on his/her behalf commits default of this sub-clause.

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(vi) Shall not affix, erect, attach, paint or permit to be affixed, painted or otherwise displayed on the exterior wall of the Said Tower or on any part thereof the garden grilles, fencing, signposts, clocks, trees and the installation for providing facilities in the Said Tower. No damage shall be caused to the electrical poles, cables or any telephone cables, storage line, water line, compound gate, or any other facility provided in the Said Tower. If the Purchaser's commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay to the Developer an amount of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser's or any person on his / her behalf commits default of this sub-clause.

(v) Shall not display at any place in the Said Tower any bills, posters, handbills, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser's shall not stick or affix pamphlets, posters or any paper on the walls of the Said Tower or common area thereon or any other place or on the window, doors and corridors of the Said Tower. The Purchaser's commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay to the Developer an amount of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser's or any person on his / her behalf commits default of this sub-clause.

(iv) Shall not affix, erect, attach, paint or permit to be affixed, painted or otherwise displayed on the exterior wall of the Said Premises or on any part of the Said wall of the Said Premises or on or through the window, placard, poster, notice, advertisement, name plate or sign, flag-staff, air conditioning unit, television or wireless mast or other thing whatsoever save and except the name of the Purchaser's in such places, only as shall have been previously approved in writing by the Developer in accordance with such manner, position and standard design laid down by the Developer.

(iii) Shall not park at any other place and shall park all cars in the car parking spaces only as may be permitted / allotted by the Developer.

(ii) Shall cause the Said Organisation to paint the Said Tower at least once in every 5 (five) years maintaining the original colour scheme even after the lease in respect of the Said Property and conveyance in respect of the Said Tower is executed in favour of the Said Organisation and shall bear his share of expenses to paint, repair, water proof and refurbish the Said Tower and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Developers or the Said Organisation, as the case may be, may determine and to extend all co-operation, assistance and facilities for the same.

(i) Shall not object to the permission granted / to be granted by the Developer to other flat purchaser/s for the use of their respective appurtenant spaces and the car parking spaces.

(x) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in or on the Said Premises. If the Purchaser's commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay an amount of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser/s or any person on his / her behalf commits default of this sub-clause.



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449) Nothing contained in this Agreement is intended to be nor shall be construed as a promise, warranty or assignment in law of the Said Tower or the Said Property or any part thereof. The Developer or assignee or assignees shall have no claim save and except in respect of the Said Premises hereby purchased by the Purchaser shall have no claim save and except in respect of the Said Premises hereby purchased by the Purchaser to be allotted to him / her / them and all rights of ownership in the unsold premises, including but not limited to, common areas, internal road, open spaces, lobbies, underground parking spaces, gymnasium, helipads or any similar facility/ies such other areas, terrace, swimming pool, gymnasium, helipads or any other areas, etc. if provided, may be designated as common areas by the Developer, even after the Said Property or any part thereof may be designated as hereinabove mentioned. The Purchaser's share in the common areas shall remain the property of the Developer, even after the Said Property or any part thereof may be designated as common areas; open spaces (other than the open car parking spaces) shall remain the property of the Developer. The proportionate share payable by the Purchaser to the Developer shall be final and binding on the Purchaser/s.



50) It is expressly agreed that the Said Organisation will maintain the street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and amenities for the benefit of the Purchaser/s of the premises. The Said Tower and the buildings to be constructed on the balance portion of the property and the balance portion of the Larger Land, and the Purchaser's share in the proportionate share thereof. The proportionate share payable by the Purchaser/s to the Developer, shall be final and binding on the Purchaser/s.

51) The Developer shall have the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Said Tower/Said Property, such decision shall be final and binding until the lease in respect of the Said Property and conveyance in respect of the Said Tower is executed in favour of the Said Organisation. Thereafter, the Said Organisation will undertake to maintain the Said Tower / Said Property or any part thereof in the manner it was handed over save and except normal wear and tear of the Said Tower. Said Property and the Said Organisation shall create and maintain a Sinking Fund for the purpose of maintenance and if the Said Organisation commits default, the Developer shall have a right to rectify the default and recover the expenses from the Said Organisation.

52) The Purchaser/s shall permit the Developer and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the Said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables water covers, gutters, wires, walls, structure or other conveniences belonging to or serving it used for the Said Tower. The Purchaser/s is/are aware that the main water/drainage pipes of the Said Tower may pass through certain areas within the Said Premises. The Purchaser/s agrees that he/she/it/they shall not undertake any civil works/fit out works in such areas within the Said Premises, and/or permanently cover/conceal such areas within the Said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or

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The main drainage pipes in any manner known to The Developer the building and/or the Developer and/or their respective workmen and employees, representatives and agents, shall at all times be entitled to access such areas within the Said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Purchaser's hereby agrees to maintain access for the same.

11. It is agreed that and when the Developer enters into agreements, arrangements with any person or otherwise, the Developer is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser's herein shall procure such person or persons from the Developer or any person as may be nominated by the Developer or its agents, who may be, and pay, such amount as may be fixed by the Developer or its agents, as the case may be, and pay, such amount as may be fixed by the Developer or its agents, as the case may be. This term is the essence of the said agreement. For the purposes of this clause, Utilities refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Purchaser's on a day-to-day basis. It is further clarified that this clause shall not be interpreted to mean that the Developer is obligated / liable to provide all or any of the Utilities, whether or not the Developer has entered into agreements, arrangements with any person, or otherwise the Developer is in a position to provide all or any of them.

12. It is expressly agreed that the Developer shall have an irrevocable and perpetual right and entitlement to put a hoarding on any part of the Said Tower or building or on the parapet wall and/or on the Said Property and the portion of the Said Property and/or on the Said Tower or on the Said Property as the case may be and for that purpose, the Developer shall be entitled to use and allow third parties to use any part of the Said Tower or on the Said Property as the case may be and for that purpose, the Developer shall be entitled to use and allow third parties to use any part of the Said Tower or on the Said Property for installation of cables, satellite, communication equipments, etc. The Purchaser's agrees not to object or dispute the same. It is further expressly agreed that the Purchaser's shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation, including any increase thereof and the Purchaser's / Said Organisation shall not have any right or any part thereof, thereof and the other compensation including any increase thereof shall be solely and absolutely belonging to the Developer.

13. It is expressly agreed that the Developer shall always be the owner, inter-alia, of the terrace of the Said Tower and/or the buildings being constructed / to be constructed on the balance portion of the Esquire Property and/or to deal with the same in such manner as the Developer may deem fit. It is further agreed that Developer will have irrevocable, unconditional, unfettered, perpetual and absolute right and the said terrace of the Said Tower any helpad's and/or any similar facility/ies and the said helpad's and/or any similar facility/ies shall remain the sole property of the Developer. The Developer shall also be entitled to put, install, erect, construct, maintain all the equipments for operating / running of the said helpad's and/or any similar facility/ies, either on the said terrace or in the Said Tower or within the Said Property or any part thereof. Further, the Developer shall have irrevocable, unconditional, unfettered, perpetual and absolute right and be entitled to use, deal with and/or dispose off the said helpad's and/or any similar facility/ies for such consideration and on such terms as the Developer and/or any similar facility/ies, helpad's and/or any similar facility/ies, shall have access, ingress, egress etc. to the Said Property, the Said Tower including and all the person's who are permitted to use the said helpad's and/or any similar facility/ies shall have access, ingress, egress etc. to the Said Property, the Said Tower including and all the person's who are permitted to use the said helpad's and/or any similar facility/ies, staircase/s, elevators, entrance lobby, and other areas. It is further expressly agreed that the Developer / its nominee shall have an irrevocable, unconditional, unfettered, perpetual and absolute right and be entitled to receive, recover, retain and appropriate all the considerations, rents, profits and other compensation including any increase thereof, and all the considerations, rents, profits and other compensation including any increase thereof shall



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with the Developer... and the Purchaser's... the said...  
 (Developer) shall not have any right... etc. in or be entitled to any of the...  
 contributions, interest, profits and other compensation including any increase thereof or any part...  
 thereof. The Developer... may pay to the Said Organisation a sum not exceeding...  
 Rs. 100 (Hundred) Rupees per percentage for the use of the Said Property, the Said...  
 building, structure and all other areas by the Developer, its agents or any person claiming...  
 through it or its agents or passengers using the said Helipad's or any similar facility/ies. This...  
 amount shall be calculated by the Developer, its nominee at the end of every month and paid...  
 to the Said Organisation within 15 (fifteen) days from the end of that month. The Purchaser/s...  
 hereby confirms and undertakes that he/she/it/they shall not at any time object to or...  
 dispute to the aforesaid rights and entitlement of the Developer including right to construct...  
 erect, install, maintain, operate, run etc. the said helipad's and/or any similar facility/ies and/or...  
 usage of the same on any grounds whatsoever. It is further clarified that this clause shall not...  
 be interpreted and/or construed to mean that the Developer is obligated / liable to...  
 compulsorily provide the helipad's or any similar facility/ies.

56) No forbearance, indulgence or relaxation or inaction by the Developer at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

57) (a) The Developer agrees to sell the Said Premises to the Purchaser/s with a clear understanding that the Purchaser/s shall use the Said Premises for his/her own residential use (or the residential use of the employee, director or representative of the Purchaser/s, as the case may be). The Purchaser/s understands that the said building and the said Tower is constructed with a view to enjoyment for a certain number of occupants therein, and hence the Purchaser/s hereby covenant that he/she/they shall restrict the number of occupants to the said Premises to his/her/its immediate family members (which number shall not exceed 8 (eight) people) for the benefit and enjoyment of all the other occupants of the Said Tower.



(b) Subject to sub-clauses (a) above, the Purchaser/s shall not, without the prior written approval of the Developer, sell, transfer, assign, lease, license, mortgage, create charge, etc. or otherwise deal with or dispose off the Said Premises, on or before the Scheduled Date as defined in the Fifth Schedule hereunder written. Such approval shall be at the sole discretion of the Developer and may be granted keeping in mind the overall nature of the development, the profile of the new transferee/ assignee/ licensee, his/her/its creditworthiness, etc. The Purchaser/s shall ensure that the proposed transferee satisfies all the representations, warranties and obligations applicable to the Purchaser/s under this Agreement. Any proposed transfer of the Said Premises shall be subject to this Agreement.

(c) In the event of the Purchaser/s proposing to sell the Said Premises to any third person, the Purchaser/s shall address a letter ("Offer Letter") to the Developer. The Offer Letter shall state (i) the name and address of the proposed transferee, (ii) the proposed sale price (such sale price shall be denominated in rupees), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms of this Agreement and in particular, the terms embodied in to this clause, and shall be accompanied by a demand draft in favour of the Developer in a sum equivalent to 2% (two percent) of the offer price or the price at which the Developer is selling a flat of similar nature, whichever is higher, towards the waiver of the right of first refusal of the Developer upon the Said Premises. The proposed consideration for the sale shall be mentioned in the Offer Letter and shall include a calculation of the fair market value of such consideration and an explanation of the basis for such calculation. The total value of the consideration for the proposed sale shall be denominated in Rupees

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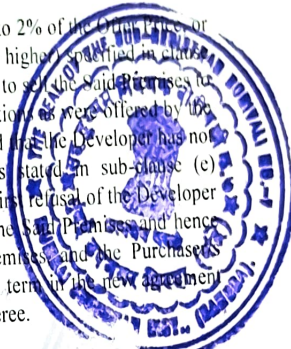
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*Madhu Suresh Bani*

and is hereinafter referred to as the "Offer Price". Thereafter, if the Developer agrees to waive its right of first refusal towards the transfer of the Said Premises, the said demand draft by the Purchaser/s shall be accepted by the Developer and the Developer will issue a letter to the Purchaser/s conveying its intention of not exercising its said right of first refusal. On the receipt of such letter of the Developer by the Purchaser/s, the Purchaser/s can transfer / sell the Said Premises to the third party at the Offer Price. In the event the Developer disagrees to waive its right of first refusal towards the Said Premises i.e. wishes to exercise its right to first purchase the Said Premises, the Developer shall, at its sole option, be entitled to purchase the Said Premises under the said Offer Letter in the manner as set out in the Fifth Schedule hereunderwritten. The Developer shall issue a letter to the Purchaser/s within 7 (seven) days from the date of receipt of the Offer Letter, informing the Purchaser/s of its intention to purchase / acquire the Said Premises ("Acceptance Letter") and also return the demand draft issued in favour of the Developer, and upon issuance of the Acceptance Letter, the Purchaser/s shall be bound to sell and/or transfer the Said Premises to the Developer or nominee(s) of the Developer.

The Purchaser/s shall, only after the payment (equivalent to 2% of the Offer Price, or the ongoing selling price by the Developer, whichever is higher) specified in clause 57 (c) hereinabove received by the Developer, be entitled to sell the Said Premises to the said proposed transferee on the same terms and conditions as were offered by the Purchaser/s to the Developer in the Offer Letter, provided that the Developer has not exercised its right to purchase the Said Premises, as stated in sub-clause (e) hereinbelow. It is expressly agreed that the said right of first refusal of the Developer towards the Said Premises is a covenant running with the said Premises and hence will continue with the new purchaser of the Said Premises and the Purchaser/s undertakes to expressly include the same vide a special term in the new agreement for sale between the Purchaser/s and the proposed transferee.



(d) The Purchaser/s agrees that if completion of the sale of the Said Premises to the proposed transferee does not take place within a period of 15 (fifteen) days from the issuance of letter by the Developer to the Purchaser/s conveying its intention of not exercising its said right of first refusal, then the Purchaser/s right to sell the Said Premises to such proposed transferee shall lapse, and the provisions of this clause shall once again apply to the Said Premises. In addition, the Purchaser/s shall pay an amount of Rs.1,00,000/- (Rupees One Lakh Only) to the Developer within 7 (seven) days from the expiry of the said 15 (fifteen) days period from the date of issuance of letter by the Developer to the Purchaser/s conveying its intention of not exercising its said right of first refusal.

(e) It is hereby clarified that, in the event of the Purchaser/s proposing to sell the Said Premises to his / her spouse, his/ her / their children and/or parents and to no other person (whether jointly or otherwise), then the provisions of sub clauses (c) above shall not apply and that the Purchaser/s shall prior to such intention obtain the prior written approval of the Developer in terms of sub clause (b) hereinabove;

(f) It is hereby clarified that, in the event of the Purchaser/s proposing to give the Said Premises on a 'leave and license' basis only, then the provisions of sub clauses (c) and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the prior written approval of the Developer in terms of sub clause (b) hereinabove.

58) As part of the transaction contemplated herein, upon issuance of the Offer Letter by the Purchaser/s being desirous to sell the Said Premises to third parties, it is agreed between parties hereto that for every sale of the Said Premises or any part thereof after the execution and registration of this Agreement the Developer shall be entitled to receive an amount of 2% (two percent) of the proposed consideration for the sale or the price at which the Developer is selling the flat of similar nature, whichever is higher, more particularly mentioned in Fifth Schedule hereunder written, towards the waiver of its right of first refusal for the Said Premises and prior to such sale, a writing duly executed by the third party / proposed transferee in favour of the Developer to the effect that for every subsequent sale of the Said Premises or any part thereof, the Developer shall be entitled to 2% (two percent) of the new

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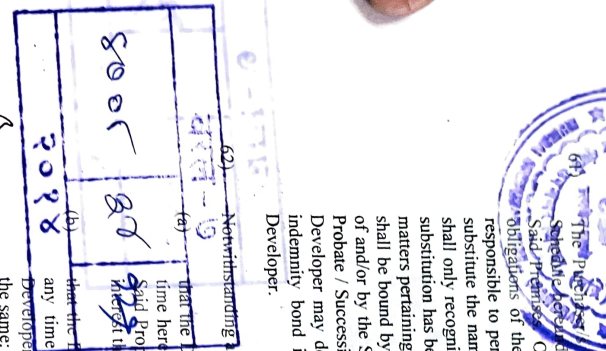
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60) Notwithstanding anything contrary to clauses contained herein or in any other letter, deed, document and writings (whether executed now or in future) permission, deeds, documents and writings (whether executed now or in future) and notwithstanding the Developer giving any no objection / permission to the Purchaser's / her / their nominee in respect of the Said Premises or creating any charge or lien on the Said Premises for the mortgages / charges / lien of or on the Said Premises, the Developer shall have the right to exercise this Agreement for recovery of any amount due and payable by the Purchaser under this Agreement or otherwise.

61) The Purchaser / hereby nominates the person more particularly identified in the File No. \_\_\_\_\_ Schedule No. \_\_\_\_\_ written ("Said Nominee") as his / her / their nominee in respect of the Said Premises. On the death of the Purchaser/s, the Said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the Said Nominee for the purposes herein mentioned. The Developer shall only recognize the Said Nominee or the nominee substituted by the Purchaser/s if such substitution has been intimated to the Developer in writing) and deal with him/her them in all matters pertaining to the Said Premises. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Said Nominee. The Developer shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Developer may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Developer as may be necessary and required by the Developer.

62) Notwithstanding anything contained herein, it is agreed between the parties hereto: that the Developer shall have irrevocable and unfettered right and be entitled at any time hereafter, to mortgage, create charge and other encumbrances in respect of the Said Property and the Said Tower and all premises therein and its right, title and interest therein;



63) Notwithstanding anything contained herein, it is agreed between the parties hereto: that the Developer shall have an irrevocable and unfettered right and be entitled at any time hereafter to partition the balance portion of the Larger Land as the Developer may deem fit and proper and the Purchaser/s shall have no objection for the same;



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*Madhur Suresh Kumar*



that the above Plan if any, established by the Developer and all building lines thereon, provide accurate information thereon only for the purposes of the provisions and the Developer is not liable for the payment of those provisions, drawings, plans, advertisements or other marketing materials, brochures, drawings, plans, advertisements or other marketing materials, is approximate only and he/she/it/they acknowledge that the actual carpet area of the Said Premises may vary from the carpet area mentioned herein (three per cent seven) per cent of the carpet area mentioned herein; the Sale Price will be reduced proportionately. It is expressly clarified that, no adjustment will be made to the Sale Price if the difference between the actual carpet area of the Said Premises and the



- The Purchaser hereby represents and warrants to the Developer that:
- (a) he / she / it / they is / are not prohibited from acquiring (including but not limited to Car Parking Space under any applicable law or other)
  - (b) he / she / it / they has / have not been declared bankrupt or ordered to be wound up or dissolved or as the case may be;
  - (c) no receiver and/or liquidator and/or official assignee or person is appointed in the case of the Purchaser/s or all or any of his / her / its assets and properties;
  - (d) none of his / her / their assets / properties is attached and/or under any mode of attachment has been received under any rule, law, regulation, statute etc.;
  - (e) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his / her / their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them;
  - (f) no execution or other similar process is issued and/or levied against him / her / them and/or against any of his / her / their assets and properties;
  - (g) he / she / it / they has / have not compounded payment with his / her / their creditors;
  - (h) he / she / it / they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months; and
  - (i) he / she / it / they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the project and/or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;
  - (j) he / she / it / they is / are aware that the carpet area of the Said Premises represented to him / her / them by the Developer's representative or by the Developer's brochures, drawings, plans, advertisements or other marketing materials, is approximate only and he/she/it/they acknowledge that the actual carpet area of the Said Premises may vary from the carpet area mentioned herein by upto 3 (three per cent seven) per cent of the carpet area mentioned herein; the Sale Price will be reduced proportionately. It is expressly clarified that, no adjustment will be made to the Sale Price if the difference between the actual carpet area of the Said Premises and the

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