- If the Purchaser's economies breach of any of the terms, conditions, If the Purchaser's committe breach of any or the terms, conditions undertakings and representations of this Agreement and/or any other undertakings and conditions of layout, IOD, CC, NOC, and which other the conditions of layout, and conditions of layout, long, CC, NOC, and other layout, long, and long, and other layout, long, and layout, long, and long, and layout, long, and long, and layout, long, and lon and other 11 the Developer is of the opinion and/or belief that any of the representative warranties, etc. made by the Purchaser/s in the Rock of the Purchaser.
- 11 the Developer is of the opinion and/or occur, into the declarations and/or warranties, etc. made by the Purchaser/s in the Rooking and/or any other did and/or entered into her did not be the did not Acceptance Letter. Allotment Letter, this Agreement and/or any other distribution or to be executed and/or entered into by the Acceptance Letter. Allotment Letter, this regression and other into hy the point (d)
- If the Purchaser's has / have been declared and/or adjudged to be insolvent, h
- If the Purchaser/s is/are, convicted of any offence involving moral turpitude to any offence not less than 6 (six) months: (e) sentenced to imprisonment for any offence not less than 6 (six) months; If Receiver and/or a Liquidator and/or Official Assignee or any person is or in respect of all or any of the assets and/or property (f)
- If Receiver and/or a Liquidator and/or of the assets and/or properly for the Purchaser/s or in respect of all or any of the assets and/or  $prop_{e\eta_{l_0}}$ If any of the assets and/or properties of the Purchaser/s is/are attached for any
- xecution or other similar process is issued and/or levied against the  $p_{\eta_0}$ of his/her/their assets and properties; Rithe Purchaser/s has/have received any notice from the Government of Indiana. Central. State on Local) or any foreign Government for the Purchaser/s invo
  - in any money laundering or any illegal activity and/or is declared to be a pro offender and/or a warrant is issued against him/her/them; If the Developer is of the opinion and/or belief that the Purchaser/s is/are
- oper is of the opinion and/or belief that any of the aforesaid even pressed by the Purchaser/s. 16)
- On the happening or occurring of any of the Events of Default, then and in that events and remedies include the Developer shall, without prejudice to all other rights and remedies, including the receive interest on the outstanding / delayed payments and/or any other right or rem the Developer may have against the Purchaser/s either under this Agreement, or in the obliged) to:

terminate this Agreement; and 92) out an from the payments made by the Purchaser/s, forfeit and appropria itself the following amounts: a minimum of 5% (five percent) of the Sale Price or all the losses

damages suffered in the sale of the Said Premises to a new pun whichever is higher;

- 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
- 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.
- 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.
- Upon the Developer terminating this Agreement as aforesaid, the Developer shall become liable to refund without interest, the balance (i.e. amount (b) to the Developer less the amounts which the Developer appropriate as aforesaid). if any, due to the Purchaser/s is sold and all amounts, including Instalments towa received from the new purchaser in respect of the Sai and all other advantages and benefits arising from the new purchaser shall be to the sole and exclusive advantages and cheque by the D Developer shall be entitled to the said profits and a The Purchaser/s agrees that the dispatch of the said to the Purchaser/s by registered post acknowledgement at the Purchaser/s in these presents, irrespective of where accepts /encashes the cheque/s. will amount to the said agrees and confirms that the amounts forfeited and appropriate 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.
- 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 appropriate and adjust as aforesaid. The amounts paid by the Purchaser/s refund of the amount/s to the Purchaser/s. The amounts paid by the Purchaser/s and deposited with the statutory authorities, shall be refunded to the Purchaser/s and deposited with the statutory authorities, shall be refunded to the Purchaser/s without any interest thereon only upon the Developer receiving corresponding without any interest thereon only upon the Developer receiving corresponding the statutory authorities.

  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 Rice (1) 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) shall pay to the Developer interest on all outstanding payments at the rate of 2 cert delay in the permonth from the expiry of 7 (seven) days from the date of the demand notice issued by the permonth from the expiry of 7 (seven) days from the date of the demand notice issued by the permonth from the expiry of 7 (seven) days from the date of the demand notice issued by the permonth from the expiry of 7 (seven) days from the date of the demand notice issued by the permonth from the expiry of 7 (seven) days from the date of the demand notice issued by the permonth from the expiry of 7 (seven) days from the Purchaser/s shall (without prejudice) the payment of any installments/amounts hereunder, the Purchaser/s

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to the rights of the Developer under this Agreement or in law) be liable to the rights of the Developer Two Thousand Only) as administrative fee in he to the rights of the Developer under this Aurent Only) as administrative for the church of Re 2 (18) - (Rupece Town Thousand Only) as administrative for the physical church of Re 2 (18) - (Rupece Town Thousand Only) as administrative for the physical church of Re 2 (18) - (Rupece Town Thousand Only) as administrative for the physical church of Re 2 (18) - (Rupece Town Thousand Only) as administrative for the physical church of Re 2 (18) - (Rupece Town Thousand Only) as administrative for the physical church of the physical

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  Norwither anding anything contained herein, each payment made by the purchase of any other amount due in terms hereof. It will be amount due in the purchase of the something anything contained herein, cach payment made by the payment of the Developer, first to the discharge of the payment of any other amount due in terms hereof. It will be the payment of any other amounts received from the purchaser any amounts received from the purchaser any amount that may be our something the same any amount that may be our something the same any amount that may be our something the same any amount that may be our something the same any amount that may be our something the same and Separated andring anything contact and the Developer. His to the discretion of the Developer. His to the discretion of the Developer. It will be the allocated at the discretion of any other amount due in terms hereof. It will be damaged then to the payment of any other amounts received from the Purchaser's the sale because of the Sale Price or any amount that may be owed by to the sale. allocated at the discretion of the amount due to terms never. It will be damaged then to the payment of any other amounts received from the Purchaser's the any amounts that may be owed by toward the payment of the Sale Price or any amount that may be oved by toward the purchaser's toward to prove the purchaser's toward 969 allocated at the day could be allocated any amounts received from the Purchaser's the state Developer to appropriate any amount that may be owed by toward by the plant of any installment of the Sale Price or any amount that may be owed by the plant of any installment of the Sale Price or any amount that may be owed by the plant of any installment of the Sale Price or any amount that may be owed by the plant of any installment of the Sale Price or any amount that may be owed by the plant of the Sale Price or any amount that may be owed by the plant of the Sale Price or any amount that may be over the sale price or any amount that may be over the sale price of any installment of the Sale Price or any amount that may be over the sale price or any amount that may be over the sale price of any installment of the Sale Price or any amount that may be over the sale price of any installment of the Sale Price or any amount that may be over the sale price or any amount that may be over the sale price of any installment of the Sale Price or any amount that may be over the sale price or any amount that may be over the sal
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  Developer.

  All the rights and remedies of the Developer, including aforesaid rights and remedies and without prejudice to one another.

  -toper, are cumulative and without prejudice to an another. All the rights and
  Developer, are cumulative and

  The Purchaser/s has/have been apprised and made aware and the Purchaser/s and confirm/s; 201
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  - The development of the Larger Land is being undertaken in a phase with the property of the larger Land is being undertaken in a phase with the property of the period of the larger Land is being undertaken in a phase with the property of the period of the larger Land is being undertaken in a phase with the property of the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger Land is being undertaken in a phase with the period of the larger lar The development of the Larger Land is being undertaken in a phase a composite layout, on such terms and conditions as the Developer deve (a)
  - The phase-wise and/or sector-wise development of the Larger Larger property and balance portion of the Esquire Property, of the Dand included a such development of such development of the Dand included as substitute as the substitute of the Dand included as sub The phase-wise and/or sector-wise development of the Larger Land Property and balance portion of the Esquire Property, of the Dand Said Property and balance portion. In the course of such development and space players and space players and space players. The phase-wise and/or Said Property and balance portion of the Course of such development in the course of s Said Property and barance, substantial time for completion. In the course of such development of substantial time for completion. In the course of such development the Developer shall be entitled to amend or substitute the existing said of including recreation ground, open space, playground and and and and and and an analysis of floor levels with the Development of the course o (b) substantial time for comparishment of substantial time for comparishme the Developer share share the Developer share share the Developer layout (including rectable plans, floor plans (including increase / decrease or floor levels), floor plans (from time to time, of in accordance with the Development Confident for Greater Mumbai, 1991 or as may be required by the Government Confident for Greater Mumbai, 1991 or as the Developer may consider necessary the Purchaser/s has/have agreed and account for the Purchaser/s has/have agreed and account for the purchaser for the purchase designs from time and for Greater Mumbai, 1991 or as may be required and or as the Developer may consider ment, agreed and accorded accorded accorded to the respect thereof. for Greater Mumoan.

    other relevant authority and/or as the Develope may consider necessary the Larger Land and the Purchaser/s has/have agreed and accorded have accorded have

fire eveloper is entitled to utilize the entire FSI (including fungible FSI) promptor FSI) that may be available from the said Property / Esquire PSI Larger Hand or on account of TDR and/or by change of law and/or change and/or that and benefits including on account of undertaking schemes under the applicable laws, public car parking schemes or any be available in respect of the said Property of any Larger land of one and and benefits including on account of underlanded and/or any other rights and benefits including on account of underlanded and/or any other said property, and/or the Larger Land or elsewhere and/or any potential that is or may be available in respect of the said property, Esquire and/or the Larger Land or elsewhere and/or any potential that is or may be account of the existing provisions or any amendments thereto under the confirms that it also agrees, acknowledges and confirms that it also agrees. and/or the Larger Land or elsewhere and amendments thereto under the Purchaser/s also agrees, acknowledges and confirms that the land to the Purchaser of the P on account of the existing provision.

The Purchaser/s also agrees, acknowledges and confirms that he / surface that the State Government has vide notification dated October 1975. Inv. The Purchaser/s also agrees, account that he continues that he state Government has vide notification dated October and construction of public parking on private lands on the terms and allowed construction of public parking on private lands on the terms and the private lands of the pr

allowed construction of puone parameter additional FSI is made available proposed to stated therein in pursuance where the Developer has proposed to come on and under the Esquire Property (including the Said Purchaser/s is/are futher aware that the Esquire Property (including the Said hard and avail the additional FSI and public parking on and under the Engler Land and avail the additional FSI and and/or balance portion of the Larger Land and avail the additional FSI and and Property) (including the Said Property) and/or and/or balance portion of the Esquire Property (including the Said Property) and the same on the Esquire Property (including the Said Property) and and construct additional building/s or floore. the same on the Esquire Frogenia and construct additional building/s or floors etc. In any case, the Developer is entitled to utlise the full development potents of Larger Land.

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

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The Pherodages shall in he with dispressing from and regions against and independent on apprentise belieful and has unadjusted processions as the visiting-addition of a exponential distribution date have a comban, anger on her season of the continuer 1st 7611 in Establianaria angle the provisions or the Maharaching Apartment the reaching for 1645 of the Parchager's of the marmings in the entil Tongo : Outil Prepundentum The Developer that leave the orld thoughour to the Said Eleganication for a sorry of 00 couple may be easily in the lease and of the L. Dupon Cho Chile I per minum and the Sand Vancer that I be conveyed to the Said Organization. The Purchaser c of units - promises in Said Tower shall from in forming and regionisting the Said Organication, with Erysten be such name as the Developer may decide and for this purpose, play from time to time eigh and execute the application for registration and/or membership and other papers and document recovery for the formation and registration of the haid Organisation and for becoming a member, including the bye-laws of the proposed organisation. The Purchaser a shall duly fill in, sign and return to the Developer within 15 (lifteen) days of the same being forwarded by the Developer to the Purchaser's, so as to enable the Developer to register the Said Organization 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 lower Land ("Other Organisations"). The Developer shall lease the land underput the buildings and convey the respective buildings to the respective Othe Companies to Developer shall retain the ownerhsip title of the Larger Land and the full training the figure of the lease of the Said Property and the conveyance of the said Tower of the Strictly in terms of this Agreement and retaining the rights of the Developer as stated factor.

It is expressly agreed that any rights of the Purchaser/ otherwise will accrue to the Purchaser/s only on the Purchaser/s making payment all the amounts including the Sale Price to the Developer should in accordance. this Agreement, time being of essence, and only on Purch complying with all other terms, conditions, covenants, obligations, undertain as set out in this Agreement. All other unsold premises or unassigned/unalloted 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 various premises in the Said Tower alongwith the uses and occurrers of other premises/ developments and/or buildings on the Esquire balance portion of the Larger Land and a so 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 ware that the Developer has regarded right to permit the users / occupiers of other premises / developments on the Esquire

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thed to use, occupy, icd to such flat(s) and the asers in the Samuaintain the garden area at their cost and cy flat owners to maintain. ed to use, occupy and twill be sole responsibility and asers in the Said Tower. It will be sole responsibility and asers to maintain the garden area at their cost and and enjoy the same to the exclusion of a Owner/occupier of such flag facility apply

re rease in your - only after the Developer has: and Organisation only after the Developer has: hat the Developer the Said Property and convey the Said Ogleses in respect of the Said Property and convey the Said Ogleses in respect of the Developer has: that the Developer will take steps to form any such Said On the Said Property and convey the Said That the Developer will take steps to form any such Said On the Said That the Developer will take steps to form any such Said On the Said That the Developer will take steps to form any such Said On the Said That the Said That

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- constructed on the balance portion of the Esquire Property and or balance Portion of the Eurger Land, and Man Palachian The 1,000 Naid and cold all the Said Lower Sample 1 in the e Property and the e flats, premises an other buildin
- reversed all the amounts including the sale price from the Purchaser
- other document in respect of Said Property consisting of the Said Tower standing thereon 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's agrees and irrevocably consents not to have any demand or dispute or observior 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 he hound, liable, required and or called upon to form any such Said Organisation, and shall Till the conditions specified in the sub-clause (a) above are satisfied, the Developer shall no
- to the MCGM or any other government authorities for any other purposes permitted to be leased, or 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 possessment and the street of the MCGM or any other possessment and the street of the MCGM or any other possessment and the street of the street 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
- do so, be entitled to effect the partition in terms of the above. Esquire Property and/or the balance portion of the Larger Land and/or if any, therein. The Developer shall, however, at its discretion and The Purchaser/s shall at no time demand partition of the Said Tower and/or
- and/or proportionately by all the holders of the premises, in the Said Tower entire professional costs of the attorneys of the Developer for preparate documents shall be borne and paid by the Purchaser's and the Said O Organisation as well as the costs of preparing, engrossing, stampt and documents required to be executed by the Developer and by stamp duty, registration charges etc., payable in respect of such stamp duty. charges and expenses incurred in connection with Sant-S
- 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 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, 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 Developer, the Purchaser/s' share of stamp duty and registration charges payable, In the event of the Developer forming Said Organization, then the Purchaser/s shall pay to the if any, by

shall not be liable to make any contribution towards such expenses

shall be admitted to the Said Organization. assignees of all such premises, open spaces, parking spaces etc. separately and independent and/or otherwise deal with and dispose of the the rights and be entitled to sell, allot, assign. admitted to the Said Organisation. It is agreed premises, tenements, Property with a view ultimately that the Purchaser/s, allotees and permitted assignees of all the 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 The Developer shall be entitled to sell and/or grant exclusive/non-exclusive right of use or open space, terraces, car parking spaces, etc., in Said Tower shall be ndently and the purchaser/s, allohe terraces, car parking spaces etc. in transfer, lease Live on leave and license by n Said To ees permi Sis

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The Providence a and the parases to reform the hald premises are from the are to the first and thing to the first and things. The Proclumes a and the person to term thall, from time to are the manner as are and in this Agreement shall, from time to the personner and do all note, deeds, matters and things to categoristing the interest withings The remarks we set our state of the interest of the Department of the Department of the Said Property The Process as we was in three age, deeds, matters and the in the indicate and the in the interest of the inte

transpaces in the process of developing the Larger It is agreed that notwithstanding anything contained Developer is in the process of developing the Larger L Developer shall be entitled at any time to amendate and precifications and elevations and/or to construct additional floors on Said Tower on the being constructed of the being constructed of the being constructed. Developer shall be specifications and elevations and/or to construct additional floors on Said Tower and on the buildings being constructed on the buildings being constructed to be the Developed specifications and erection of the Esquire Property and Tonal Property and Tonal Property and/or additional floors on Said Tonal Order on the buildings being constructed / er being the high buildings being constructed / to being being being the buildings being constructed / to being being being the building being constructed / to being being the building build on the balance portion.
Larger Land and/or additional floors on Said Tower on the buildings being constructed / to be the highly being constructed / to be the highly being constructed / to be all the highly being constructed in the balance of Said Tower and/or reduce the portion of the said Tower and/or reduce the number of the highly being constructed. Property and/or the buildings being constructed / to being construct Property and the Esquire Property and the balance portion of the Esquire Property and the balance portion of Said Tower and/or reduce the portion of Said Tower and/or reduce the hortion of Said Tower and/or reduce the bord of Said Tower and/or reduce the hortion of Said Tower and/or reduce the bord of Said Tower and/or reduce the said of Said Tower and Said Tow Property and portion of the Esquite.

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The Purchaser/s is/are aware that the Said Property or the Larger Land shall contain public parking white public p The Purchaser/s is/are aware that the Salu Property or the Esquire Property or the Larger Land shall contain public parking which available on the Larger Land authorities and in the Larger Land. Esquire Property or the Larger Land Strain Contain public parking which be surrendered or handed over to the concerned authorities and in such property and in such manual shall know the concerned authorities and in such manual shall know the concerned authorities and in such manual shall know the concerned authorities and in such manual shall know the concerned authorities and shall know the concerned authorities are concerned authorities. (b) Esquire riope. be surrendered or handed over to the Concerned authorities and while additional FSI as shall be available on the Larger Land and in line and in such manner as the line as the second shall be be surrenucion additional FSI as shall be available on the Larger Land and shall be Developer exclusively on such property and in such manner as the base of the b (c)

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The Purchaser/s is aware that the scheme of development proposed to be in a phase-wise and/or sector with the scheme of development proposed to be a phase-wise and/or sector with the scheme of development proposed to be a phase-wise and/or sector with the scheme of development proposed to be a phase-wise and/or sector with the scheme of development proposed to be a phase-wise and/or sector with the scheme of development proposed to be a phase-wise and/or sector with the scheme of the sch The Purchaser/s is aware the transfer of the Larger Land, shall be in a phase-wise and/or sector wise and/or sector wise fit. Accordingly the Developer shall be a sector wise fit. Beveloper may deem fit. Accordingly the Developer shall be required for substitution or modifications of the control of substitution of substitution or modifications of the control of substitution of substitution or modifications of the control of substitution of substitution or modifications or substitution or modifications of substitution or modifications or substitution or su Developer may deem necessary amendments or substitution or modifications of the sanctioned necessary amendment of the sanctioned necessary amendme time to time as may be required by the Government, MCGM or any the Daveloper may consider necessary in the Constitution of the authority and/or as the Developer may consider necessary in respect of

Property and/or in the manner as deemed fit by the Developer. In pursus above, the Purchaser/s agrees, confirms and consents to the income unfettered right of the Developer to amend the existing layout plans, see and elevations and construct and sell / allot premises in the Said Town

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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 ammendment thereto from time to time.

The Purchaser/s acknowledges and agrees that the Developer has proposed that there (c) 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 landscapes and driveways passing through the Said Tower integral part of the layout of the overall project including on the Larger Land and neither the Purchaser/s nor any the Purchaser/s shall, at any time, claim any exclusive designated areas, common open areas, common land through the Said Tower/Said Property. The Purch accept that, at all times, the Developer and it representatives and agents and all other users/purcha Tower, neighbouring buildings on the balance portion Land shall have the full right and authority to enter into areas/open areas/common landscapes/driveways for the a the Said Property/Esquire Property/Larger Land without 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 inconven virtue of such common access and entry.

The electricity, communication and utility lines, capies and meets. (f) the Said Tower shall be laid down and installed in somme buildings on the Esquire Property / Larger Land and the Develo staff, employees, representatives and agents, share at all times have the authority to enter into and upon the common areas/open areas landscapes/driveways/ the Said Tower/Said Property hershbouring woulding Esquire Property/ Larger Land for the purpose of maintenance repair the same. The Purchaser/s unequivocally agree and accept that, at all Developer and its workmen, staff, employees, representatives 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.

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 (g) 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, an and to utilize all the FSI and development rights and to the respect thereof acquire additional FSI and/or any other rights, benefits port to be used on the Said Property, the valance portion of Esquire Property Land and for that purpose to submit plan or proposal as the D is further agreed that the Developer in its absolute discret

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The Purchaser/s is/are aware that the Said Tower proposed to be constructed either from the FSI of the Said and The Purchaser/s is/are aware....... Said Property shall be constructed either from the FSI of the Said property shall be constructed either from the Larger Land or from the Land or fro Said Property shall be constant by a partial property of and/or the balance portion of the Larger Land or fine available in the form of TDR in respect of the Said Property and or fine available in the halance portion of the Larger Land or fine the halance portion of the Larger Land or fine the control of the Larger Land or fine the control of the Larger Land or fine the control of the control of the Larger Land or fine the control of the Larger Land or fine the control of the contr available in the form of the Larger Land or from Property and/or the balance portion of the Larger Land or from Property and/or from Regulation 33(24) of modified howest Elgis

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Developed shall be entitled to construct with a additional floor or floors on the Said Lower or on the Larger Land or the Developed may deem fit and the Developed shall be entitled to deal with dispose off, alternate encounter or transfer such additional floor or floors or premises and building or buildings or disposures for such consideration to such party as the Developed may deem fit or about 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.

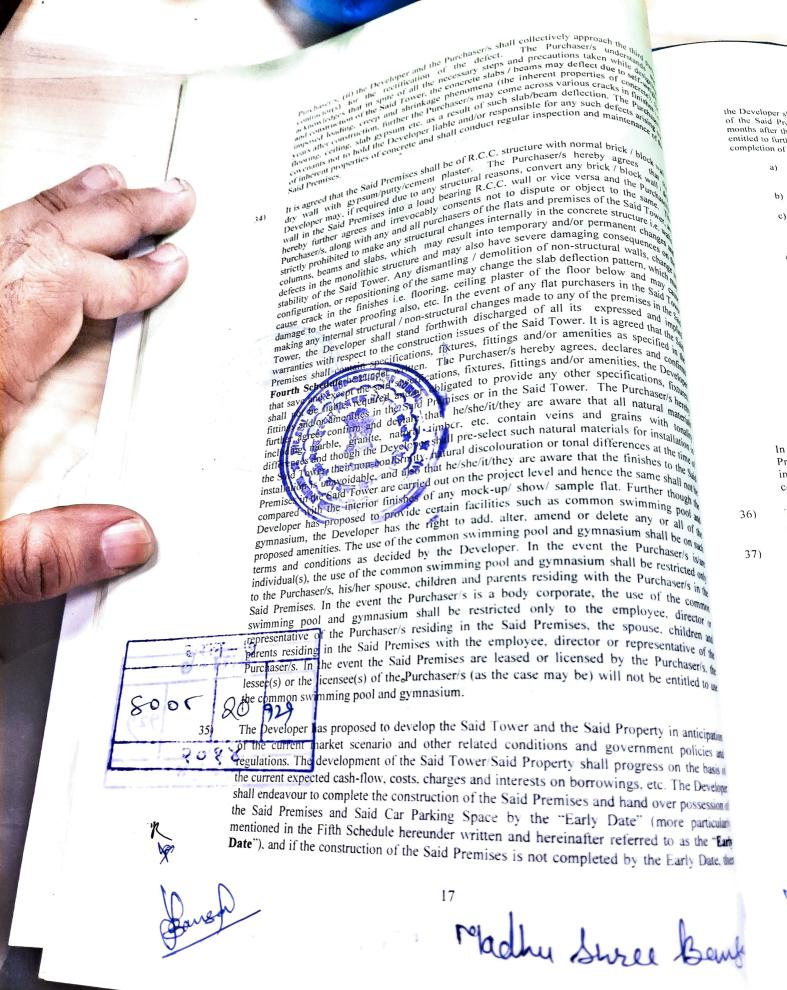
- That the name of the Said Tower shall always be the name as mentioned in the Fifth Schedule hereunder written and this name shall not be changed without the written consent. permission of the Developer
- In the event of the Said Organisation being formed and registered before the sale / disposal, allotment / assignment by the Developer of all the premises, terrace, car parking spaces, etc., then the powers and the authority of the Said Organisation so tormed 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 and interest of the Said Organisation and interest of the Said Organisation save and except the share are called charges to the Said Organisation save and except the share are called charges to allotted shall not be discriminated or treated prejudicially by such organisation.
- (d) The Developer shall not be liable or required to bear or paying amount by way of contribution, outgoings, deposits, transfer fees / charges or non-occupancy charges, donation, premium any amount, compensation wastrooke to the Said Organisation for the sale / allotment or transfer of the unsold premises are 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 Purchaser/s hereby irrevocably consents to the same.
- 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.
- It is expressly agreed and understood by the Purchaser/s that the Developer will appoint third party contractors(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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of the Said Pro months after th entitled to furth completion of

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 Larly 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 empletion of Said Tongs is delayed on account of

- Non-availability of steel, cement, other building material, water or a) cleanic supply
- War, Civil Commotion, riots or act of God;
- 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;
- Delay in grant of approvals, permissions and sanctions from MCGM (1) and or any other authorities;
- Any other eventuality which is beyond the control of the Developer e) including precarious financial condition of the Develor economic downswing in real estate or any other industry;
- Any force majeure circumstances or conditions or ot 1) the control of or unforseen by the Developer or i strikes or agitation by the workers or labourers of t Contractor or suppliers:
- g) account of any factor/s directly or indirectly affecting resulting into interruption or hindrance in the current pro and/or resulting into escaiation in costs, charges, expenses or

Any change in government policies and regulations,

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.

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.

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:

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 (a)

Said Premises and intimates the Purchaser to take possession; or

terminate this Agreement by giving a written intimation to the Developer and in (b) which event:

the Developer shall be liable to refund to the Purchaser/s the amount al the Company of the Developer shall be liable to refund to the Purchaser/s received by the Developer in respect of the Said Premises with shaple (i) interest at the rate of 9% per annum from the date the Developer received such amounts till the date the amounts are repaid; the Developer shall pay to the Purchaser an amount of Rs.1,60,000/-

(Rupees One Lakh Only) as compensation in the event of such termination; the Purchaser/s shall not have any right, title, interest, claim or demand (ii)

against the Developer and/or in respect of the Said Premises. (iii)

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 (c)

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MOF Act have been and the payment and the damages mentioned that the return of the payment and the damages mentioned the purchaser's agree that the return of the payment and the damages mentioned the purchaser's sole remedy in such circumstances and the political transfer of the payment constitutes the Purchaser's rights to claim against the Developer for purchaser or liabilities. The Purchaser's agree that the return of the payment and against the Developer for any the purchaser's sole remedy in such circumstances and the perchaser's sole remedy in such circumstances and the perchaser's to claim against the Developer for the purchaser sole any and all his/her/their rights to claim against the Developer for any the Agreement, the amounts paid to bases, damages, costs, expenses or liability whatsoever. The Purchaser's agree that the Purchaser's sole remedy in solo to claim against the Developer for the purchaser Agreement constitutes the Purchaser's sole remedy in solo to claim against the Developer for the purchaser of the p Agreement and all his/her. damages, costs, expension of whatsoever, whatsoever, the performance and/or any losses, damages, costs, expension of the amounts paid by the purport performance and/or any losses, damages, costs, expension of the amounts paid by the purport performance and/or any losses, damages, costs, expension of the amounts paid by the purport performance and/or any losses, damages, costs, expension of the amounts paid by the purport performance and/or any losses, damages, costs, expension of the amounts paid by the purport performance and/or any losses, damages, costs, expension of the amounts paid by the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and/or any losses, damages, costs, expension of the purport performance and pe performance and/or any losses performance and/or any losses and/or any other tax liability until the date of terminated as stated in this Agreement being terminated as stated in the Agreement being terminated as stated in the Agreement being terminated as stated in the Agreement being terminated as a stated in the Agreement being terminated as a stated in the Agreement being ter Agreement being terminated Agreement being terminated and/or any other tax Agreement being terminated to the Purchaser/s without towards his service tax, VAT and/or any other tax amount paid / getting authorities, shall be refunded to the Purchaser/s without towards his service tax, VAT and/or any other tax amount paid / getting of terminated to the purchaser/s without towards his service tax, VAT and/or any other tax amount paid / deposited, from the purchaser/s without towards his service tax, VAT and/or other tax amount paid / deposited, from the purchaser/s without towards his service tax, VAT and/or any other tax amount paid / deposited, from the purchaser/s without towards his service tax. towards his service tax, towards his service tax, authorities, shall be towards his service tax, towards his service tax, authorities, shall be towards his service tax, without deposited with the statutory authorities, shall be towards his service tax, without deposited with the statutory authorities, shall be towards his service tax, without deposited with the statutory authorities, shall be towards his service tax, without deposited with the statutory authorities, shall be towards his service tax.

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

> As part of the transaction contemplated herein, the Purchaser/s shall, on the receipted 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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The The pilinger shall now by dishar responsible and or required to conder any account herefore a terrified than the piling and amounts more and behalful hereinster existen. It is the dairs for iterative in gas and other here for the Said Promises and the Purchaser's arguments. It is further classified that the history for the linker to gas a local other here for the Said Promises and the Purchaser's arguments. It is further classified that the hist of charges mentioned in the Seventh agrees to pay to the Developer, such other charges under such heads as the Developer when the first only indicative and not exhaustive and the Purchaser's may indicate hereunder written is only indicative and not exhaustive and the Purchaser's country agrees to pay to the Developer. Such other charges under such heads as the Developer when a agrees to pay to the Developer, such additional increased charges as the Developer may indicate.

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 Eighth Schedule hereunder written, over and above the Sale Price as mentioned in the Fifth Schedule hereunder written and all other amounts payable by the Purchaser's under this Agreement or otherwise.

Eighth Schedule hereunder written, and the unspent balance, if a proposition mentioned in this clause, shall be transferred to the Said Organia and the account without any interest on the amounts received from the Purchases of the chanding over the charge of the Said Tower to the Said Organia for the late clarified that the amounts mentioned in the Eighth Schedule larguider written does not include the dues for electricity, gas and other bills for the land Premises and the Purchaser's shall be liable to pay electricity, gas and other bills of the land Premises and the meters separately. It is further clarified that the list of charges mentions that inabout is only indicative and not exhaustive and the Purchaser's agrees to be to the Developer, such other charges under such other heads as the Developer national 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.

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, outgoings, 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.

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

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.

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 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 Developer to Said Premises and other premises which are not sold or disposed off by the

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3 Not to demotish or cause to be demotished the Said Premises or any time make or cause to be made any difference or any time make or cause to be made any addition or alternation for the Said Premises or any part thereto in good repair and condition and it was alternative or any part thereof and keep the said protect other parts of the Said Premises and appurenances are supported to the said said tower. whether temporary or permanent, in the Said Premises and not to cover or parking any thing on the open spaces, garden, recreation area and/or retige areas.

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Not to make any alteration in the elevation and outside colour scheme of service stabs or the Said Tower and not cover / enclose the planters and said Premises, nor chisel or in any other makes and structural members in the Said or RCC partition or walls, saids or RCC partition or walls, partis or other Tower or do any act to affect the FSI potential of the Said Property.

Not to do or permit to be done any renovation / re Premises. In the event of the Purchaser/s carrying our within the Said Premises then in such event the responsible for rectification of any defects noticed or of any damage caused to the Said Premises of

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of such renovation / repair.

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

**a** occasion/default, pay to the Developer a penalty his/her/their obligations as mentioned herein, an the Said Premises, the Purchaser's shall immediately rectify/dismantle the same so as to be in compliance with tension and each each conditioner or the outdoor condensing unit which projects outside Premises. If found that the Purchaser/s has affixed a window air Not to install a window Air-conditioner within or outside the Said (Rupees One Lakh only). of Rs.1,00,000/-8

addition to the cost of rectification for the defaul default within 15 (fifteen) days from committing this default at his the event the Purchaser/s fails to pay the same have a right to enter upon the Said Premises and dismantle at the her / their own cost then the Developer through its agents, shall The aforesaid penalty/s shall be payable by th Purchaser/s cost, such fixtures or grills or air conditioner or the committed. and rectify the Purchaser/s in 10

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default in pan ment of the amounts to be paid to be made to be paid to be been made to be paid to be been mentioned in the Seventh Schedule been and demand. in amore, and poly within a second demanded by any of the last has been their chart of for giving water, or any electric subsequently to the control of the last has been second with the last has been also the subply of the last has been second to the last has been also been also the last has been also been also be the last has been also been also be the last has been also b sminists mercen days of demand Probability of the entitle of demand by the in addition to the asserted energianed in the Several

Not to transfer or assign the consequence of the solution of t ansign or part, with occupants or induct any person/s into the season said Premises without the prior written consent of the Development of the De guest ex-emises without the prior entering and conditions and conditions there if granted shall be subject to the terms and conditions and the conditions are a second to see the conditions and the second second states. Not to transfer or assign the Purchaser's right, interest or heavett

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as may be specified by the Developers and Fastings.

and charges payable by the Purchases. the Purchasering anted shall be successive including payment of such supported by the Developers and payment A PAINTER Seloner Noi, to Day

The anti-ro abide by all rules and regulations framed by the defigurated Project Manager or by the Said Organism by the Said framed by the Said fr Its deptysated Project remembers of the Said Town Many Will any interior / civil works that the Purchaver has read to the said town and th The Said

Note of Violate and to observe and perform all the rules and regularies the Said Organisation may have at its inception and the addition. amendments traceou and the premises therein and fine maintenance of the Said Tower and the premises therein and for and to the building rules, regulations and to the maintenance of the building rules, regulations and by the building rules, regulations and by the conservance and performance of the minimum of the conservation of the observance and pernomance of the concerned authority and of government of the concerned and the man the bodies. The Purchaser's shall also observe and perform all the bodies. public bodies. The recognitions laid down by the Said Organisation regarding and conditions and conditions and conditions and conditions and conditions and conditions in the Said Transcond Suputations and use of the Said Premises in the Said Tower and shall be seen and shall be seen occupation are secondary and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

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

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within the Said Premises or in memory statemant refuge areas, cretislors and pass our Barrely an whether he was

religies procket terraces, deck areas and other areas to be kept spen in any manner including installing any temporary or part shed ar enclosure and shall not include the same in the Said Premises and keep the same unemclosed at all time. The Developer shall have the right to inspect the Said Premises at all times and also to demotish 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. r enclose any flower beds dock areas and other areas

so caused and the Purchaser's hereby consents to the same 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. amount of the Sale Price to the Purchase payments are inadequate, the Developer shall enough further amounts from the Purchasers to compensate for so, so caused and the Purchasers. of any of the conditions mentioned it, the Developer shall without prejuremedy, that the Developer may Purchaser's either under this Agreement, or entitled (but shall not be obliged) to termin appropriate unto itself an amount equival of the Sale Price in respect of the Sal damages and such further amounts the D out and from the payments made by rights or remedy hereinabove, the On breach

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 in respect to the Said Premises or any part thereof or any of the common in respect to the said Premises or any part thereof or any of the common in respect to the said Premises or any part thereof or any of the common in respect to the said Premises or any part thereof or any of the common that the said Premises or any part thereof or any or any other premises or any part thereof or any or any other premises or any part thereof or any or any other premises or any part thereof or any or any other premises or any part thereof or any other premises of the premises of 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 Upon the Developer terminating this Agreement, the Purchaser's shall cease areas and/or against the Developer (Naii)

Said Premises to a new purchaser. However, any profit and all other advantages and benefits arising from the sale of the Said Premessor of 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 Developer shall be entitled to the said profits and all other advantages and benefits. Upon this Agreement being terminated as stated arove. The Developer snall be entitled to the said profits and all other advantages and benefits. Upon this Agreement being terminated as sated above, the amounts paid by the Purchaser's towards his her Service Lax, VAT or an amounts paid by the Purchaser's towards his her Service Lax, VAT or an amounts paid by the Purchaser's termination and deposited with the apparatus authorities. shall become liable to retund 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). amounts towards the Sale Price has been received from the new purchaser and pay respect of the Said Premises. The Purchaser's shall be liable to bear and pay respect of the Said Premises. Upon the Developer terminating this Agreement as aforesaid, the Developer statutory authorities, shall be refunded to the Purchaser's without any statutory authorities, shall be refunded to receiving corresponding refund / interest thereon only upon the Developer receiving corresponding refund for all the losses and or damages suffered by the Developen if any, only after the Said Premises is sold and all (NTIII)

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The hat the Developer are fair and equitable amounts appropriated by the Developer are fair and equitable and the same constitute a reasonable and the same constitute a reasonable are form the nature of liquidated damages and not note that the personal p pre-estimate of damages that will be caused to the Developer and not Developer. superintegration and damages that will be caused to the Desention of perintegration of damages that will be caused to the Desention of perintegration of liquidated damages and not perintegrate and perintegrated themselves in respect

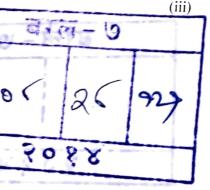
The Purchaser's himself herself themselves in respect of the Said p

Not to throw dirt, rubbish, rags, garbage or other refuse or thrown from the Said Premises into the compound or permit and the Said Tower. It the ref. Not to throw dirt, rubbish, rags, garbage or other refuse or be thrown from the Said Premises into the compound or perhit her family or any servant or guest of the photos Not to throw c...

to be thrown from the Said Premises may the compound or the Said Property and the Said Tower or any portion of the Said Property and the Said Tower or the family or any servant or guest of the purchaser/e of the purchaser/e of the purchaser. or any portion of the Said Property and the Said Tower or members of his / her family or any servant or guest of the Purchaser/s of the Purchaser/s shall in the purchaser of th or members of his / her family of any servant or guest of the purchaser/s shall immediately at his / her own cost commits default of this sub-crause unch the rurchaser/s shall in the rurchaser/s shall in the purchaser own to the Developer an amount of Rs.10.000/c0st and occasion on which the Purchaser of rectify any damage and detaunt minimediately at nis / her own into also be liable to pay to the Developer an amount of Rs.10.000/cost also be liable to pay to the Developer an amount of Rs.10.000/cost also default of this sub-clause. also be liable to pay to the Developer an amount of Rs.10.000/cost also be liable to pay to the Developer an amount of Rs.10.000/cost are behalf commits default of this sub-clause.

may time cause or permit any public or private nuisance retc. in or upon the Said Premises, Said Tower. the part thereof or do anything which shall cause or disturbance the tout species etc. in or upon the Said Tennises, Said Tower or Property years, hart thereof or do anything which shall cause an an article occurs. Property of an mart thereof of a substitution of the state of the stat Developer Further, the Purchaser/s shall ensure that their per Said Premises, the per shall be said premises. Developer. Further, the factor of the Said Premises, the Said Premises, the Said Premises, the Said Premises, the Said Premises of the or the Said Property or any part thereof shall not enter the restricted by the Developer in the said of the Said Property of any be designated by the Developer in the said of or the Said Property of any part the restricted by the Developer in the said Toy Property and/or pose a health or safety hazard and/or cause nuisant of the Said Tower / Said Property or litter the said other occupiers of the Said Tower / Said Property or litter the Said Tower If and or the lifts installed in the Said Tower If a Said Tower If Said Property and or the lifts installed in the Said Tower. If the Party of his / her family or any servant or guest of the Party of th

or members of his / her family or any servant or guest of the purchaser/e of the purchase commits default of this sub-clause then the Purchaser/s shall im take remedial action and shall also be liable to pay to the Dev amount of Rs.10,000/- (Rupees Ten Thousand only) on each of each of the behalf amount of RS.10,000. which the Purchaser/s or any person on his / her behalf commits



Shall not discharge, dump, leave or burn nor to cause or discharging, dumping, leaving or burning of any wastage includi 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 n permit any littering in the common areas in or around the Sai and/or the Said Tower and at the Purchaser/s own cost and exper good and sufficient provision for the safe and efficient disposal generated at the Said Premises and/or the Said Tower and/or ope the requirement and satisfaction of the Developer and/o government and statutory authorities. If the Purchaser/s or n his/her family or any servant or guest of the Purchaser/s commit this sub-clause then the Purchaser/s shall immediately take rem and shall also be liable to pay an amount of Rs.10,000/- (F Thousand only) on each occasion on which the Purchaser/s or an his/her behalf commits default of this sub-clause.

damage the Saud Tonze or are pure thereof the garden grounger feiteligh earlings whether trees and the intentioner the providing facilities in the Said Tonze. No damage shall be caused to the electricity policy cables often greatest was also provided to the sound gate, or any other facility provided in the Said Tonze. If the Purchaser's commits actually of this sub-clause their the Purchaser's chall intention and shall also be table to pay to the Developer an amount of the state. Re 10 (00) - (Rupere Ten Thousand only) on each occasion on which the Purchaser 4 or any person on his their their behalf commits default of this Shreighed and witting telephone cables accordi denigh the Parchago c seculiary exhibit once on it likely to endanger or Sarrassego Anto-

clause. other place or on the window, doors and corridors of the Purchaser's commits default of this sub-clause then the any paper on the walls of the Said Tower or common area then shall not display at any place in the Said Tower any bills, posters, hourdings, advertisement, name boards, neon signboards or illuminated Purchaser/s or any person on his / her behalf com of Rs.10.000/- (Rupees Ten Thousand only) on each signboards. The Purchaser's shall not stick or affix pamphlets. immediately take remedial action and shall also be li Server and Aller SHAME OF SHAME , posters or

laid down by the Developer. Developer in accordance with such manner, position and standard design 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 flag-staff, air conditioning unit, television or wireless mast placard, poster, notice, advertisement, name plate or sign painted or exhibited in or about any part of the Said wall of the Said Premises or on or through the window Shall not affix, erect, attach, paint or permit to be a Marin S

(<u>1</u> spaces only as may be permitted / allotted by the Developer. Shall not park at any other place and shall park all cars in the car parking

(<u>{</u> lease in respect of the Said Property and conveyance inrespect 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 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 at the case may be a compared at the case may be made at the case may be may be made at the case may be made at the case may be may be made at the case may be made at the c and to bear and pay the proportionate costs, charges and expenses thereof as and to do all other acts and things for the upkeep and maintenance thereof every 5 (five) sears maintaining the original colour scheme even after the Shall cause the Said Organisation to paint the Said Tower at least once in 6

<u>E</u> 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 marking spaces. and the car parking spaces. 1008

default of this sub-clause. occasion on which the Purchaser/s or any person on his / her behalf commits liable to pay an amount of Rs.10,000/- (Rupees Ten Thousand only) on each the Said Premises. If the Purchaser/s commits defaul of this sub-clathe Purchaser/s shall immediately take remedial action and shall To make suitable arrangement for removal of deliris arising out of any of make suitable arrangement for removal of deliris arising out of any other affect work, in the control of the con also be

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COUNTY INCOME unassigned parameters. Swinnassum. In Developer and all other areas, etc. if provide retrace, swinning Pool, gymnassum, by the Developer and all other areas, etc. if provide retrace, swinning Pool, gymnassum, the Developer, even after the Said Property and the Said Towns hereinabove mentioned. The Purchassid Towns hereinabove mentioned. Genise of assignment and claim save and exercise of ownership in the unsold premises by purchaser's chall have no claim and all rights of ownership in the unsold premises, by purchaser's chall have no claim her them and all rights of ownership in the premises, the purchaser's chall have no claim her and a support of the property of Softeness or assignment in law of the Said recept in respect of the Said Premises hereby between a seignment in law of the Said recept in respect of the Said Premises hereby between a seignment in law of the Said recept in respect to the said all rights of ownership in the unsold premises hereby by the said of the said recept in the said recept seignment of the Nothing contained in this Agreement is intended to stad condition thereo furchaser's shall have in them and all tigues internal road, open spaces, lobbies, l hotted to him the provided in the provided to him the provided to him the provided parking spaces, all common areas with perveloper and all other areas, etc. if provided are provided and properly and the confidence of the provided areas by the Developer and all Properly and the confidence of the provided areas provided g combained in this Agreement is more the Said Property or any part the angle combained in this Agreement is and except in respect of the Said Premises benefit or assignment in law of the Said Tower or the Said Premises benefit or assignment in law of the Said Property of the Said ming pool. Estimated as common areas by the Lacourer the Said Property and the Said Indianated as common areas by the Lacourer of the Developer, even after the Said Property of the Developer, even after the Said Property of the Developer, even after the Said Property of the Developer, even after the Said Organisation as hereinabove mentioned. The Purchaser's shall be Said Organisation as paces (other than the open car parking section). aid Organisation as necessary (other than the open car parking shally common areas, open spaces (other than the open car parking shally common areas. to be nor shall be construed as a before by the representation of the results of

Organisation, shall be final and binding on the Purchaser/s. proportionate shape parties that all such benefits, facilities a It is expressly a tanks and Toxici and Said Organisation as may be determined by the Developer / the Mance portion of the Larger Land, and the thereof. The proportionate share navalithe buildings to be He the Said Organisation will maintain the street lighting. Compositions and all other common services lines and water connections and all other common services. nntages and it is network and the Purchaser's of th ortion of the burchaser's hare payable by the Purchaser's have be determined by the Developer / h. ha hard burchaser's hard b water connections and all other common serving water connections and all other common serving serving agreed and confirmed because for the use constructed on the balance portion of Equipment and the Purchaser/s shall be the construction of the purchaser of the construction of Purchaser/s shall have

of maintena Organisation with uncomment of the Said Tower and except normal wear and tear of the Said Tower with manner it was handed over save and except normal wear and tear of the Said Tower with manner it was handed over save and except normal wear and tear of the Said Tower with the manner it was handed over save and except normal wear and tear of the Said Tower with the manner it was handed over save and except normal wear and tear of the Said Tower with the manner it was handed over save and except normal wear and tear of the Said Tower with the manner it was handed over save and except normal wear and tear of the Said Tower with the manner it was handed over save and except normal wear and tear of the Said Tower with the manner it was handed over save and except normal wear and tear of the Said Tower with the manner it was handed over save and except normal wear and tear of the Said Tower with the manner it was handed over save and except normal wear and the said to t the Said Tower is constant the Said Tower / Said Property or any part thereof purpose of maintenance and respect of the Said Property and conveyance in respect final and binding until the lease in respect of the Said Organisation. Thereach in favour of the Said Organisation. The Developer shall have up the Said Tower/Said Property, such decision shall purpose of maintenance and upkeep of the Said Property and conveyance in respect to the Said Property and Conveyance in the Said Prope The Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall have the right to enter into contract with any third party / agency for the Developer shall be added in the right to t ne manner It was named on the maintain a Sinking Fund for the purper and the Said Organisation shall create and maintain a Sinking Fund for the purper and the Said Organisation commits default, the Developer shall have a new from the Said Organisation Tower default and recover the expenses from the Said Organisation is executed in favour of the Said Organisation. Thereafter,

Premises, nor shall they in any manner restrict the access to the water/drainage pipes and within the Said Premises, and/or permanently cover/conceal agrees that he/she/it/they shall not undertake any civil works/fit out works in the Said Tower may pass through certain areas within the Said Premises. water covers the Purchas ereof for t ithout wo Said Tower. The Purchaser/s is/are aware that the main water/drainage pips of e purpose of making, laying down maintaining, rebuilding, cleaning, lighing at der and good condition (including repairing) all services, drains, pipes, cable cmen and others at reasonable times to enter into the Said Premises or any par er/s shall permit the Developer and their surveyors and agents and assigns with gutters, wires, walls, structure or other conveniences belonging to or serving or such areas within the

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the court design to the court continued to the control to district each areas companies, representationally all plants represented to district each areas contain the Said Primiter that is a second of the control of t afront andra their respective modules and employees equal and sukeep of the scates piper, and the Parchater's hereby server. The Developer the Buildin representativ for the

the Utilities whether or not the Developer has entered into all of any or the any person, or otherwise the Developer has entered into the developer has ent man by interpreted construed to mean that the Developer is obligated. Table to provide the Developer is obligated. Table to provide the Developer is obligated. When the classical internet services and such other service of mass consumption as the Whole of the Purchaser's on a day-to-day basis. It is further clarified that this clause and be with the Purchaser's on a day-to-day basis. It is further clarified that this clause and be within the purchaser's one and the purchaser's one of the purchaser's Tailors comes the case may be, and pay such amount as may be fixed by the Developer or its poball as the Developer or to its nominee, as the case was be. The second of the second second second to provide all I tilities (as defined to second any any with any person, or otherwise the Developer is in a per angements of them. is a physics the Developer to in a second of the Developer to ac the range of the perceptor of to its nominee, as the case may be. This term is the essence of this to the percept of the clause, Utilities refers to gas, water, electricity, and the purposes of this clause, Utilities refers to gas, water, electricity. emailed to the Developer of any person as may be nominated by the Developer in that the name may be, and pay such amount so may be. 03/11 STATE OF THE PARTY 日本日本シア

tallines or any of them.

illumination or permanent construction or erection for shalland allow temporary, or permanent construction or erection for shalland allow the Said Tower or on the Said Property as the case may be and full of the Said Tower and allow third parties to use any part of the Said be entitled to use and allow third parties to use any part of the Said be entitled to use and allow third parties to use any part of the Said be entitled to use and allow third parties to use any part of the Said by entitled to use and allow third parties to use any part of the Said by entitled to use and allow third parties to use any part of the Said by entitled to u and the purpose, the De allowing of neon sign and for that purpose, the De allowing of or comprising of neon sign and for that purpose, the De allowing of nermanent conservations. It is extended a hoarding on any part of the Said Tower or building chilled to put a hoarding on any part of the Said Tower or building chilled to put a hoarding on the parapet wall and/or on the Said Property and the and of on the parapet of neon sign and for the said or comprising of neon sign and for the said or comprising of neon sign and for the said or comprising of neon sign and for the said Property and the said of the said Property and Expressly, agreed that the Developer shall have an irrevocable a d we had the and the angle of t S fully au ardin 9 horised.

retuin and after the purchaser/s / Said Organisation shall not have any right or be entitled to any of thereof, and the Purchaser/s / Said Organisation shall not have any right or be entitled to any of thereof, and the rents, profits and other compensation including any increase thereof or any part thereof, the rents, profits and other compensation including any increase thereof shall be solely and all the rents. Profits and other compensation including any increase thereof shall be solely and all the rents. Profits and other compensation including any increase thereof shall be solely and the rents. Devent: all the rents, profits and other compensation including any increase pertain and appropriate all the rents, profits and other compensation including any increase retain and appropriate all the rents, profits and other compensation including any increase retains a few many continuous and the rents of the rent rurviewer shall have an irrevocable and perpetual right and be entitled to receive, recover, peveloper shall have an irrevocable and perpetual right and be entitled to receive, recover, equipments agrees not to object or dispute the same. It is further expressly agreed that the purchaser's agrees are insurarable and management and the same are insurable and management and the same are insurable and the same are insurable and management and the same are insurable are insurable and the same are insurable and the same are insur Proposed radio turnkey equipment, wireless equipment and all other equipments at equipment and other equipments are equipment. re communication of cables, satellite, communication equipments perfectly for installation of cables, satellite, communication equipments perfectly for installation of cables.

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absolute right and be entitled to receive, recover, retain and appropriate all the considerations, and all the rents, profits and other compensation including any increase thereof, and all the and all the person's who are permitted to use the said helipad's and/or any similar tacility less and all the person's who are permitted to use the shall have irrevocable, unconditional, unfettered and absolute right and be entitled to use the shall have irrevocable, unconditional, unfettered and absolute right and be entitled to use the shall have access, ingress, egress etc. to the Said Property, the Said Tower including shall have access, ingress, egress etc. to the Said Property, the Developer / its nominee shall have an irrevocable, unconditional, unfettered, perpetual and Developer may deem fit. It is further agreed that the Developer and/or its nominees / assigns Helipad's and/or any similar facility/les for such consideration and on Helipad's and/or any similar facility/ses and/or allow any third parties / per record for the Developer shall have irrevocable, unconditional, unfeitered, part thereof. Further, the Developer shall have irrevocable, unconditional, unfeitered, part thereof. Further, the Developer shall have irrevocable, unconditional, unfeitered, part thereof. property of the Developer. The Developer shall have irrevocable, unconditional, unfertered in Developer. The Developer shall have irrevocable, unconditional, unfertered in the Said Tower or within the Said Property of the Said Tower or within the Said Property of the Said Tower or within the Said Property of the Said Tower or within the Said Property of the Said Tower or within the Said Tower or within the Said Tower or within the Said Property of the Said Tower or within the S property of the Developer. The Developer shall also be entitled to put, install, erect, construct, any similar facility/ies and the said helipad/s and/or any similar facility/s shall remain the sole install, maintain etc. in, over or above the said terrace of the Said Tower any helipad/s and/or the rights, title, interest, etc. in respect thereof and to deal with the same in such manner as the the rights, title, interest, etc. in respect thereof and to deal with the same in such manner as the the rights, title, interest, etc. in respect thereof and to deal with the same in such manner as the property of the rights. It is further agreed that Developer will have irreversible peveloper may deem fit. It is further agreed that Developer will have irreversible peveloper. the Said Tower and/or the buildings being constructed / to be constructed on the balance the Said Tower and/or the buildings being constructed on the Larger Land and will have all portion of the Esquire Property and/or the balance portion of the Larger Land and will have all portion of the Esquire Property and/or the balance portion of the Larger Land and will have all unconditional, unfettered, perpetual and absolute right and be entitled to construct, erect, It is expressly agreed that the Developer shall always be the owner, inter-alia, of the terrace of absolutely belonging to the Developer.

considerations, rents, profits and other compensation including any increase thereof shall Madhur Street Baus

actificated abordance belong as one stopped chains above etc. In the purchasers of the purchasers of the purchasers of the entitled to the entitle entitled to the entitle entitled to the entitle entitled to the entitle entitled to the prevent of passenger using the said Helipadia or any similar facility has measure the end of the end of the entitle entitled to the Said Engineering extension within 15 titled the end of the end of the mouth. The panel in the Said Engineering excellent to the aforesed rights and entitlement of the Developer including right to the end of the end

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

The Developer agrees to sell the Said Premises to the Purchaser/s with a clear 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 Tower is constructed with a view to enjoyment for a certain the purchaser/s hereby covenant the said to of occupants therein, and hence the Purchaser/s hereby covenant that in the said Premises to his/her/its the said table and the said the the said Premises to his/her/its the said table and the other occupants of the Said Tower.

Sabject 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 the control of the Said Premises or any part Date as defined in the Fifth Schedule hereunder written. Such approval shall be at the nature of the development, the profile of the new transferee/ assignee/ licensee, transferee satisfies all the representations, warranties and obligations applicable to shall be subject to this Agreement. Any proposed transfer of the Said Premises shall be subject to this Agreement.

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 proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a 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

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total value of the consideration for the proposed sale shall be denominated in Rupees

and se nerconafter referred to as the Offer Price und is hereinatter result of first refusal towards the transfer of the Said Premises, the new to to senior its right of first refusal towards the transfer of the Said Premises, the new to to the party and the remise its transfer its transfer of the Said Premises, the accepted by the Developer and the accepted by the Developer and the unit demand will issue a letter to the Purchaser's conveying its instance. agricultural density of the purchaser's small be accepted by the Developer and the will issue a letter to the Purchaser's conveying its intention of not proceed its said right of first refusal. On the receipt of such letter of the purchaser's conveying its said right of first refusal. until 1850 will 1850 to the rurchaser's conveying its intention of not 1850 conferred its said right of first refusal. On the receipt of such letter of the Developer 1850 conferred its said right of first refusal. So the receipt of such letter of the Developer 1850 conferred its said right of first refusal. Descripting its said right Purchaser/s can transfer / sell the Said Premises to the third the purchaser sell the Developer disagrees to waits for the purchaser sell the Developer disagrees to waits for the purchaser sell the Developer disagrees to waits for the purchaser sell the Developer disagrees to waits for the purchaser sell the Developer disagrees to waits for the purchaser sell the Developer disagrees to waits for the purchaser sell the Developer disagrees to waits for the purchaser sell the Developer disagrees to waits for the Developer disagrees disagre Purchaser Price. In the event the Developer disagrees to waive its right of first had towards the Said Premises i.e. wishes to exercise its right to first purify at the Offer Price. by the Office rate Developer disagrees to waive its right of first purchase the part in the Developer shall, at its sole option, be entitled to purchase the prefuses, the Developer shall, at its sole option, be entitled to purchase the prefuses. party towards the Developer shall, at its sole option, be entitled to purchase the Said Premises, the Developer shall, at its sole option, be entitled to purchase the Said Said Premises, under the said Offer Letter in the manner as set out in the East Premises, the Sold Offer Letter in the manner as set out in the Fifth Schedule premises under the said Offer Letter in the manner as set out in the Fifth Schedule premises underwritten. The Developer shall issue a letter to the Purshameter addressing the premises and the purshameter than the purshameter and the purshameter a Premises under the Developer shall issue a letter to the Purchaser's within 7 hereunderwritten. The date of receipt of the Offer Letter, informing the Day of the Day hereunderwritten. The date of receipt of the Offer Letter, informing the Purchaser/s of (secretary) days from the date of receipt of the Said Premises ("Accentance Lattern") necen) days from the description and Orientetter, informing the Purchaser/s of the Said Premises ("Acceptance Letter") and also the intention to purchase / acquire the Said Premises ("Acceptance Letter") and also the demand draft issued in favour of the Developer, and upon in the demand draft issued in favour of the Developer. is intention to purchase issued in favour of the Developer, and upon issuance of the return the demand draft issued in favour of the bound to sell and/or transcribed purchaser/s shall be bound to sell and/or transcribed purchaser. the definition that Developer, and upon issuance of the Purchaser/s shall be bound to sell and/or transfer the Said Acceptance Letter. the Purchaser(s) of the Developer. Acceptance to the Developer or nominee(s) of the Developer.

The Purchaser/s shall, only after the payment (equivalent to 2% of The Purchase Selling price by the Developer, whichever is high the ongoing selling price by the Developer Land the Observations of the Developer Land to the Observation of the the ongoing activities on the Developer, whichever is high ongoing activities of the Developer, be entitled to go the proposed transferee on the same terms. 57 (c) nerconassed transferee on the same terms and condition the said proposed transferee in the Offer Law. the said proposed the Developer in the Offer Letter, provided the purchaser/s to the Developer in the Offer Letter, provided to purchase the Soid D Purchaser its right to purchase the Said Premises, as exercised its figure agreed that the said right of firs hereinbelow. It is expressly agreed that the said right of first hereinbelow. The said Premises is a covenant running with the hereinneron. Said Premises is a covenant running with the towards the Said Premises is a covenant running with the towards the said Premark towards the with the new purchaser of the Said Premark will continue with the new purchaser of the Said Premark will continue to expressly include the same will will continue to expressly include the same vide a special terrundertakes to expressly include the same vide a special terrundertakes to expressly include the same vide a special terrundertakes to expressly include the same vide a special terrundertakes to expressly include the same vide a special terrundertakes to expressly include the same vide a special terrundertakes to expressly include the same vide a special terrundertakes to expressly include the same vide a special terrundertakes to expressly include the same vide a special terrundertakes to expressly include the same vide as pecial terrundertakes to expressly include the same vide as pecial terrundertakes to expressly include the same vide as pecial terrundertakes to expressly include the same vide as pecial terrundertakes to express the properties of undertakes to expecial terior sale between the Purchaser/s and the proposed transferee.

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

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

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 and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser/s shall prior to such intention obtain the and (d) shall not apply and that the Purchaser in the apply and (d) shall not apply and that the Purchaser in the apply prior written approval of the Developer in terms of sub clause (b) her dinabove: (f)

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 to the sell the Said Premises to third parties, it is agreed to the sell the Said Premises to third parties, it is agreed to the sell t 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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garces of the right of first refusal for the Said Premises when the stricks of the receiver the aforesaid 2nd the and political and political processing to the first of similar nature of the state of the first refusal for the Naid Premises. to the control of the said begins and by the said by the

additional construction on the Said receives and in its absolute discretion deem fit of the Larger Land and or any part thereof as it may in its absolute discretion deem fit of the Larger Land and or any part thereof as it may in its absolute discretion deem fit of the Larger Land and or objection or dispute by the Purchaser's and the Purchaser's have whatsoever and complete the construction.

To construct and complete the Said Property, the Esquire Property and/or the balance badditional construction on the Said Property, the Esquire Property and/or the balance badditional construction on the Said Property, the Esquire Property and or the balance badditional construction on the Said Property.

The the Purchaser's and the Pirch. consents to the same. Said Property. We ground of interest the by themselves or through for a ground including on the ground to entitled to either by themselves or through for a ground including on the Developer shall be entitled to either by themselves or through for a whatsoever and complete the construction of the balance portion of the Said Tower and complete the construction of the Esquire Property and/or the kert of the said Tower and complete the construction of the Esquire Property and/or the kert of the said Tower and the said Tower the halance portion of the Larger Land, he we have a further confirms man was the balance portion of the E. The Phage Transmission of the Carger Land, he / she / it / they shall not object to the Larger Land, he / she / it / they shall not object to the Larger Land. seruction of the balance thonal construction and or any part incitors are not the Purchaser's and the Purchaser's and the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's and the Purchaser's interference or objection or dispute by the Purchaser's interference or objec ance position of the Larger Land or the balance portion of the Larger Land or the balance portion of the Larger Land or the provided or the ground of nuisance, annoyance or any other ground of nuisance, annoyance or any other ground or including on the ground of nuisance portion of the ground or including on the ground or the balance portion of the second or the s see character confirms that since he a payaba expensel agrees and covenants with the Developer that in the event of the Developer that in the event of the Developer that in the event of the coverage that it is the cov are seen the New Premises then the Purchaser's shall not have pleases the construction of the Larger Land. he is was a larger land, he is was a larger land. he is was a larger land, he is was a larger land, and a larger l 1353 interference She she / it / they shall not object then shall construct or of the shall construct or the shal Said Tower (including adda

the Purc Notwithstanding anything nding anything contrary to clauses comments and writings (whether executed now or in functional permission, deeds, documents and writings (whether executed now or in functional permission), and notwithstanding the Developer giving any no objection / permission or permission or creating any charge or lien on the Said Premises, the Developer and or on the Said Premises. Said Premises or creating any the Said Premises, the Develope and exclusive charges / lien of or on the Said Premises, the Develope and exclusive charge on the Said Premises and all the right, title and interest and exclusive charge on the Said Premises and all the right, title and interest and exclusive charge on the Said Premise of any amount due and payable by the control of the said premise and payable by the said premises are the said premises.

obligations Developer. matters pertaining to the Said Premises. The most of additions breaches, omissions, commissions shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions of and/or by the Said Nominee. The Developer shall at its discretion be entitled to insign 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 a Developer may deem fit, from such nominee. The nominee would be required by the substitution has been illumated and legal representatives of the Purchast matters pertaining to the Said Premises. The heirs and legal representatives of the Purchast matters pertaining to the said Premises. The heirs and legal representatives of the Purchast matters pertaining to the Said Premises. The Put shall only recognize the own standard to the Developer in writing) and deal with him her than substitution has been intimated to the Developer in writing) and deal with him her than half substitution has been intimated to the Developer in writing) and deal with him her than half substitution has been intimated to the Developer in writing) and deal with him her than half substitution has been intimated to the Developer in writing) and deal with him her than half substitution has been intimated to the Developer in writing) and deal with him her than half substitution has been intimated to the Developer in writing) and deal with him her than half substitution has been intimated to the Developer in writing) and deal with him her than half substitution has been intimated to the Developer in writing) and deal with him her than half substitution has been intimated to the Developer in writing). substitute the name of the party states or the nominee substituted by the Purchaser's [i] substituted by the Purchaser's [i] substituted by the Purchaser's [i] substituted to the Developer in writing) and deal with him her than the Developer in writing). substitute the name of the Said Nominee for the purposes herein mentioned responsible to perform the same. the On n the death of the control of otherwise, and shall be liable at the Purchaser's shall at any time hereafter be entirely and shall be liable at the control of the control o reby nominates use provided in the provided in respect of the written ("Said Nominee") as his / her / their nominee in respect of the purchaser/s, the Said Nominee shall assume of the purchaser/s. The Purchaser/s shall at any time hereafter be The Develope entitled to

Nonvithstanding anything contained herein, it is agreed between the parties hereto

Developer shall have irrevocable and unfettered right and be entitled at an lafter, to mortgage, create charge and other encumbrances in respect of the perty and the Said Tower and all premises therein and its right, title and erein;

the same; any time hereafter to partition the balance portion of the eveloper shall have an irrevocable and unfettered right and be entitled, a hereafter to partition the balance portion of the Larger Land as the may deem fit and proper and the Purchaser/s shall have no objection for

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The street area after only and that the Shirthead in the Percelland in the Discharges in an account of the problems of t the service of the state of the expressive agreed to the University of at displaying the service of the state of the service o Berne, else reune goude, anamene et en se displayed in the end AND STREET, SHE AND RESIDENCE IN principled therein we only the the purposing of three te men leaking programmed madien established in

have a street in the Directorper is one the basis of the Carpet Area of the Said Permises

that despite the reference of the Said Car Parking Space in this Afreement Newbords is are not paying any amount to the Developer, for the Said Car Parking Purchasers and the purchasers and the purchasers and the purchasers are purchasers. are amount from the Purchaser's and the

Developer. the brochure and advertisement material and the contents therein, if any, viewed the pure baser's are artist impression and anything contained therein, if any, viewed to the pure that is contained in this Agreement shall not be the pure when it is contained in the first pure that is contained in the first pure that is contained in this Agreement shall not be the pure that it is the pure that by the Live what is contained in this Agreement shall not be hinding on the

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Car Parking Space under any applicable law or othe he she / it / they is / are not prohibited from acquir

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hankrupt etc. and/or ordered to be wound up or dis he / she / it / they has / have not been declared a

has been received under any rule, law, regulation, statute etc.; none of his / her / their assets / properties is attached and THE STATE OF THE S

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case of the Purchaser/s or all or any of his / her / its as no receiver and/or liquidator and/or official assignee

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offender and/or a warrant is issued against him / her / them; money laundering or any illegal activity and/or is declared to be a proclaimed and/or from any other Government abroad for his / her / their involvement in any no notice is received from the Government of India (either Central, State or Local)

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;

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he / she / it / they has / have not compounded payment with his / her / their creditors;

(F)

 $\Xi$ and/or sentenced to imprisonment for any offence not less than 6 (six) months; and he / she / it / they is / are not convicted of any offence involving moral turpitude

and will not default in making payment of the amounts mentioned in this Agreement

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he / she / it / they is / are aware that the carpet area of the Said frem is represented the first of them by the Developer's representative or by the Developer's seven) per cent of the carpet area mentioned herein; the Sale Price will be reduced Said Premises may vary from the carpet area mentioned herein by upto 3 (three poet cent of the carpet area. In the event the actual carpet area is less than 97 (times) approximate only and he/she/it/they acknowledge that the actu to him / her / Price if the difference between the actual carpet area of the Said Premises and the proportionately. It is expressly clarified that, no adjustment will be made to the Sale drawings, them by the Developer's representative or vings, plans, advertisements or other mar or other marketing al carpet area of the materials,

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