

...6...

land, the plans, designs and specifications prepared by the Promoters Architects M/s. Kalpana Consultants Pvt.Ltd., and of such other documents to the Purchaser. The Purchaser has entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc.,;

s) Relying upon the said applications, declaration and agreement herein contained, the Promoter agrees to sell to the Purchaser the said Unit at the price and on the terms and conditions hereinafter appearing;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter is constructing two Industrial Estates consisting of Ground Floor and Upper floors on the said Portion of land more particularly described in **First Schedule** hereunder written (hereinafter referred to as the said Portion) in accordance with the plans, designs, specifications approved by the concerned local authority and which have been approved by the Purchaser with such variations, modifications and alterations as the Promoter may deem fit and/or as may be required by the concerned local authority/the Government to be made in them or any of them and the Purchaser hereby gives an irrevocable Consent, Power and Authority to the Promoter to add to, alter, vary or modify from time to time the said plans, designs, specifications, including for further construction. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the Units of the Purchaser and that no further consent of the Purchasers is required for any modification, variation or amendment of the plan including for additions and alteration to be done in the building.

2. The Purchaser hereby agrees to purchase from Promoter and the Promoter, hereby agrees to sell to the Purchaser Unit No. 239 of built up area 469 square feet (which

...7...
(710 sqft Super built up area)
is inclusive of the area of balconies) on
2nd floor in Building
no. 1 (Heavy) as shown in the floor plan
thereof hereto annexed and marked
Annexure 'C', (hereinafter referred to as
the Unit) on as it is where it is basis
for the aggregate price of
Rs. 710,000/- (Rupees Seven Lacs Ten
Thousand only.)

including the proportionate price of the
common areas and facilities appurtenant
to the premises, the nature, extent and
description of the common/limited common
areas and facilities which are more
particularly described in the **SECOND
SCHEDULE** hereunder written. The Purchaser
hereby agrees to pay to the Promoter the
amount in the following manner;

(a) Rs. 1,00,000/- On or before execution
of this agreement as
earnest money.

(b) Rs. 1,50,000/- On casting of plinth

(c) Rs. 1,50,000/- On casting of 1st Slab

(d) Rs. 1,50,000/- On casting of 2nd Slab

(e) Rs. 1,50,000/- On casting of 3rd Slab

(f) Rs. - On casting of 4th Slab

(g) Rs. 10,000/- On/ before possession
or occupation which
ever is earlier.

3. The percentage of the undivided
interest of the Purchaser in common
areas and facilities limited or otherwise
pertaining to the said Unit shall be in
proportion of the area of the Unit agreed
to sold hereunder to the total common
areas and facilities limited or
otherwise, more particularly described in
the Second Schedule hereunder written.

4. The Promoter hereby agrees to
observe perform and comply with all the
terms, conditions, stipulations and
restrictions, if any which may have been
imposed by the concerned local authority
at the time of sanctioning the said plans
or thereafter and shall before handing
over possession of the Unit to the
Purchaser, obtain from the concerned
local authority occupation and/or
completion certificate in respect of the
Units.