



Affidavit

I, Rahul Sabharwal Son of Sh. Avinash Chander Sabharwal, age 43 years, R/o-705/805, Raxton, Divyashree Elan, Sarjapur road, Opp. Total Mall, Bangalore-560102 duly authorized by the promoter, M/s VBHC Delhi Value Homes Pvt. Ltd. do hereby solemnly declare undertake and state as under:-

- 1 That we have applied for registration of our project "VBHC Green field" situated at 198/143/153, 200/141/154, 141/152, 134, 133, 127, 126, 142, 171/99, 178/100, 180/102, 173/105/161, 182/106, 184/113, 143/153, 130, 128, 129, 131, 132, 136, of Village Karampura and 198, Village Dangheri, Teh. Tijara, Distt. Alwar, Raj., under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017
- 2 That the draft agreement for sale attached with our aforesaid application is based on model draft given as from G in the Rajasthan Real Estate. (Regulation and Development) Rules, 2017.
- 3 That the draft agreement for sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act 2016 and the rules made thereunder.

For VBHC Delhi Value Homes Private Limited

Director / Authorised Signatory

Verification

I, Rahul Sabharwal Son of Sh. Avinash Chander Sabharwal, age 43 years, R/o-705/805, Raxton, Divyashree Elan, Sarjapur road, Opp. Total Mall, Bangalore-560102 do hereby that the contents in para no. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at on this day of

ATTESTED

RAJENDRA KUMAR SONI
NOTARY (GOVT. OF INDIA)
JAIPUR (RAJ.)

For VBHC Delhi Value Homes Private Limited

Director / Authorised Signatory

8 SEP 2017

08 SEP 2017

क्रमांक 3791

दिनांक

पुदाक का मूल्य

50

अंतर का नाम

पति / पत्नी का नाम

पता

पुदाक का प्रमाणन

इस्तिलाह बिक्री 814444

वीवी रुच्य सी, 29 कोच फिलर रोड, बैंगलोर
जोर्डन मनीष कुमार
VPO जिवाणा, तिजारा, अलवर

रमो रजिन अमी
मलाम बिक्री
ज. को ए वॉरमर अखिल
बाहरीय न 13/2017

राजस्थान जल संयंत्र, 1958 के अधिन, जल, पति का प्रमाणन	
1. आधारभूत प्रमाणन	5
2. गांधी जल संयंत्र	51

08 SEP 2017

08 SEP 2017

AGREEMENT FOR SALE

THIS AGREEMENT made at Palghar this ____ day of _____, 20____.

BETWEEN

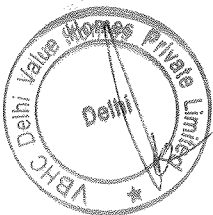
VBHC Delhi Value Homes Pvt. Ltd., a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at VBHC HOUSE, # 74 & 75, Millers Road, Vasanthnagar, Bangalore – 560052, hereinafter referred to as the **"the Promoter"**, (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest) of the ONE PART;

AND

_____, Age - years, Indian Inhabitant (the details of the Purchaser are more particularly mentioned in **Annexure "1"** annexed hereto), hereinafter referred to as **"The Purchaser/s"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators or successors as the case may be) of the OTHER PART.

WHEREAS:

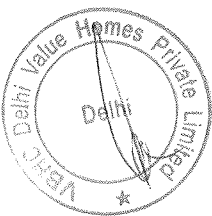
- A. The Urban Improvement Trust, Bhiwadi (hereinafter referred to as "Authority") has transferred the leasehold rights of the land (admeasuring about 15,910.70 Sq.mts.) as mentioned under the lease deed, situated in khasra number 200/141/154, 141/152, 127, 126, 128, 133, 134, 175/142, 171/199, 178/100, 180/102, 173/105/161, 182/106, 184/113, and 198 situated at Villages Karampur and Dangenheri, Tehsil Tijara, District Alwar, ("Larger Property"), in favour of the Promoter, vide lease deed bearing registration no. 2013001194 dated 05.03.2013. The Larger Property is more particularly described in the FIRST SCHEDULE hereunder written and is shown in the plan hereto annexed and marked as Annexure "2". The Promoter is in lawful possession of the Larger Property.
- B. The Authority has approved the project named 'Vaibhav Bhiwadi' situated at village Karampur and Dangenheri, Tehsil Tijara, Bhiwadi Alwar Highway, District Alwar, Rajasthan, with respect of which the Promoter is authorized to undertake further lease onto interested buyers/parties. Accordingly the Promoter will be able to construct 5 multistoried residential apartment/apartment/flat buildings in the Larger Property;
- C. Out of the 5 buildings, the Promoter is constructing two buildings for M/s Anemones Hospitality and Hotels Private Limited, in terms of an agreement with them. Out of the balance 3 buildings, 2 buildings are being constructed on a portion admeasuring [•] square meters of the Larger Property and more particularly described in the **SECOND SCHEDULE** hereunder written, and is shown delineated on the plan hereto annexed and marked as **Annexure "2"**, (referred to as the **"said Property"**) as Project Phase II. The remaining one building is left out for future development.



- D. The development of the 2 residential buildings (Project Phase II) on the said Property is proposed as an independent "real estate project" ("**Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the rules and regulations made thereunder ("**Act**") under the registration number ----- issued by Real Estate Regulatory Authority at -----.
- E. The Promoter is entitled to sell and intends to sell, transfer, assign on ownership basis, units in the Project at its sole and exclusive discretion.
- F. The Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title regarding the Larger Property, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under the Act including the following:
- (i) Copy of the Certificate of Title dated _____ issued by M/s. DSK Legal, Advocates & Solicitors, as annexed as **Annexure "3"** hereto;
 - (ii) Copy of the latest plan of the layout as approved by the concerned local authorities, as annexed as **Annexure "4"** hereto;
 - (iii) Copy of the building plans for the Project, as annexed as **Annexure "5"** hereto;
 - (iv) The common areas, facilities and amenities in the Layout Project that may be usable by the Purchaser and are listed in the **Annexure "6"** hereto ("**Layout Amenities**"); and
 - (v) Specifications, fixtures, fittings, facilities and amenities of the unit to be purchased by the Purchaser in the Project, as annexed as **Annexure "7"** hereto.

The Purchaser, who has/have accepted the same and has/have agreed that he/she/they shall not raise any requisition or objection to the title of the Promoters to the Larger Property and/or the Layout Project and/or the Project.

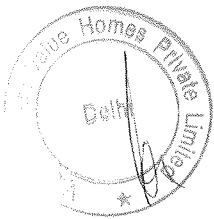
- G. The Purchaser(s) has/ have prior to the execution of this Agreement has/have visited and inspected the site of construction of the Project and has/have at its own, cost, charge and expense carried out due diligence in respect of the title of the Promoter to the Larger Property and after satisfying himself/herself/themselves/itself about the title of the Promoter thereto, and the Purchaser(s) having accepted the same, the Purchaser(s) has/have entered into this Agreement with the Promoter and the Purchaser(s) hereby agrees not to further investigate the title of the Promoter and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoter to the Larger Property at any time in future.



- H. The Purchaser is aware that the marketing collaterals provided by the Promoter to the Purchaser in respect of the Project contained materials / pictorial depictions in the nature of artists impressions and the same would differ on actual basis. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.

- I. After conducting all due diligences and being satisfied with the same, the Purchaser has approached the Promoter and applied for allotment of Apartment/flat No. [•] admeasuring [•] square meters carpet area (as per presently applicable development norms) and [•] square meters carpet area (as per the Act) along with [•] square meters of balcony on the [•] floor (hereinafter referred to as "**the Apartment/flat**") in Building No. [•] of the Project and more particularly described in the **THIRD SCHEDULE** hereunder written and the floor plan of the Apartment/flat is annexed hereto and marked as **Annexure "8"** on the terms, conditions and consideration hereinafter written.
- J. The Purchaser hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement.
- K. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Apartment/flat hereby agreed to be purchased by the Purchaser from the Promoter as stipulated herein.
- L. Under Section 13 of the Act, the Promoter is required to execute a written agreement for sale of the Apartment/flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908 at the cost, charge and expense of the Purchaser(s) alone.
- M. The Promoter has informed the Purchaser that they have entered into/ are entering into/will be entering into similar separate agreements with the several other persons and parties for the sale of apartment/flat/ shop/ unit/ premises in the said building(s) to be constructed on the said Property.
- N. The parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to allot the Apartment/flat to the Purchaser/s in the manner hereinafter appearing.

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

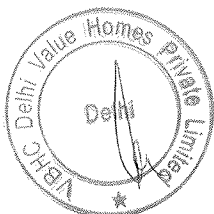


1. The recitals mentioned hereinabove shall always form an integral and operative part of this Agreement for Sale (Agreement) as if incorporated ad verbatim.
2. **AGREEMENT:**
 - 2.1 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, Apartment/flat No. [•] admeasuring [•] square meters carpet area (as per presently applicable development norms) and [•] square meters carpet area (as per the Act) along with [•] square meters of balcony on the [•] floor (hereinafter referred to as "**the Apartment/flat**") in Building No. [•] of the Project and more particularly described in the **THIRD SCHEDULE** hereunder written and the floor plan of the Apartment/flat is annexed hereto and marked as **Annexure "8"** for the Total

Consideration of Rs. [●] (Rupees [●] only) including the exclusive amenity to use [●] car/two wheeler parking space, subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Sanctioning Authorities. The said consideration amount is subject to deduction of Tax Deducted at Source (TDS) @ 1% or any other applicable rate as per the provisions of the Income Tax Act, 1961 to be paid by the Purchaser(s) to the Promoter in the manner mentioned hereinafter. The Promoter shall have an unpaid vendor's lien on the Apartment/flat for any amounts outstanding under this Agreement and/ or out of the Total Consideration until the same is paid by the Purchaser(s) to the Promoter and the Promoter is in receipt of the same. The Purchaser(s) shall be liable and obliged to deposit the amount of TDS so deducted to the credit of the Promoter with the income- tax department simultaneously on the same date when amount of TDS is deducted by the Purchaser(s) and the Purchaser(s) shall immediately provide proof of deposits of the amount of TDS to the Promoter. The Purchaser(s) shall also be liable and obliged to provide TDS certificate to the Promoter within 15 (Fifteen) days from the date amount of TDS is deducted by the Purchaser(s) failing which the Promoter shall have an unpaid vendors lien on the Apartment/flat for amount of TDS which are deducted and for which TDS Certificate is not provided by the Purchaser(s). Provided further that at the time of handing over the possession of the Apartment/flat, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Purchaser producing such certificate within [●] months of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the [●] months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

3. **PAYMENTS:**

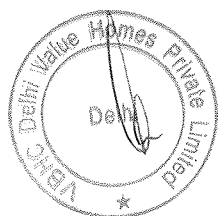
The Purchaser has paid to the Promoter the amount as mentioned in the Annexure-9 to this agreement, the payment and receipt whereof the Promoter do hereby admit and acknowledge and acquit, release and discharge the Purchaser from the payment and receipt thereof and every part thereof being the earnest money/ booking amount/part consideration on or before the execution of this Agreement. The Purchaser agrees to pay the balance consideration in the manner as more particularly set out in the Annexure-9 to this agreement as time being of the essence of the payment:



- 3.1 The Total Consideration is exclusive of any sums or amounts and is further excluding *inter alia* contribution or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Apartment/flat or otherwise, now or in future. The Purchaser confirms and agrees that contribution and all sums, taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance charges shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off.
- 3.2 Apart from the total consideration mentioned above, the Purchaser shall pay to the Promoter additional amounts as mentioned in Annexure-9 to this agreement.
- 3.3 The Purchaser(s) is/are also, aware that Goods and Service Tax ("GST") is payable on

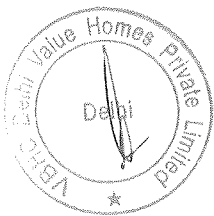
the sale transaction contemplated herein at the applicable rate on the Sale Consideration of said Apartment/flat/ Shop/ Unit/ Premises executed on or after 1st July, 2017. In compliance of the aforesaid, the Purchaser(s) hereby agree(s) to pay the applicable GST on the Sale Consideration of the Apartment/flat and/or any additional amount (due to enhancement in the percentage by the Central Government) to the Promoter, if any, being the amount payable towards GST as and when demanded by the Promoter. The Purchaser(s) hereby also agree(s) to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the service tax (prospectively or retrospectively levied by the Competent authority), when demanded by the Promoter. The aforesaid condition will form part and parcel of fundamental terms of this Agreement.

- 3.4 The Purchaser(s) hereby further undertake, agree, confirm and declare to pay, any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies, local body tax (LBT), GST or any other direct or indirect tax by whatsoever name called or any other charges or duty, etc. levied by state and/or central government and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/or any other competent authority, when demanded by the Promoter.
- 3.5 The Promoter shall not be liable to refund any amounts paid by the Purchaser(s) towards tax deducted at source (TDS), local body tax (LBT), GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/or any other competent authority (hereinafter collectively referred to as "the said Taxes") on the Total Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to the Promoter any interest, penalty, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Purchaser(s) in full satisfaction of all his/her/ their/its claim(s) under this Agreement and/or in or to the Apartment/flat.
- 3.6 Notwithstanding what is mentioned in this Agreement, it is hereby agreed by and between the Promoter and the Purchaser(s) that the Promoter shall at its sole discretion, be entitled to escalate any or all of the amounts (including but not limited to the adhoc non- interest bearing security maintenance charges or corpus deposit or any other charges and/or deposits and/or any other amounts etc.) mentioned hereinabove and upon receipt of demand from the Promoter, the Purchaser(s) hereby agrees to forthwith pay the same to the Promoter within a period of 7 (seven) days without any delay or demur being the essence of this Agreement. It is hereby further agreed between the Promoter and the Purchaser(s) that in the event if any GST, local body tax and/or any other tax by whatsoever name called is levied by the central or state government, local authority and/or competent authority upon any of the amounts and/or deposits and/or charges payable by the Purchaser to the Promoter as mentioned hereinabove then the



same shall be solely borne and paid by the Purchaser(s) alone.

- 3.7 The Purchaser(s) hereby agrees and undertakes to and it shall be obligatory and mandatory upon the Purchaser(s) to contribute and pay his/her/its/theirs proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Apartment/flat and/or the Larger Property and/or any part or portion thereof and such share to be determined by the Promoter having regard to the area of each of the apartment/flat/unit/premises, etc. and the Purchaser(s) shall not be entitled to ask for or claim adjustment or settlement of the deposit amounts and/or advance maintenance charges and/or any other amounts collected by the Promoter under this Agreement (including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Apartment/flat and/or the Larger Property and/or any part or portion thereof. Without prejudice to any other right of the Promoter under this Agreement, the Promoter shall at its sole discretion be entitled to adjust the deposit(s) and/or advance maintenance charges and/ or any other amounts by whatsoever name called collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the Apartment/flat and/or the Larger Property and/or any part or portion thereof payable by the Purchaser(s) under this Agreement to the Promoter and/or its nominees and/or the competent authority.
- 3.8 In addition to the above, the Purchaser shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing such additional facilities and amenities as provided in the Project and/or the Layout Project.
- 3.9 It is specifically agreed that the Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:
- (i) make payment of the installments as mentioned hereinabove, to the Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;
 - (ii) observe all the covenants, obligations and restrictions stated in this Agreement; and
 - (iii) any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.
- 3.10 It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.
- 3.11 The Purchaser hereby agree(s) and shall also be liable and obliged to pay interest as specified in the Act per annum on all and any amounts, taxes which become due and



payable by the Purchaser(s) to the Promoter under this Agreement from the date the same is due and payable by the Purchaser(s) to the Promoter and/ or from the date when demand is raised by the Promoter.

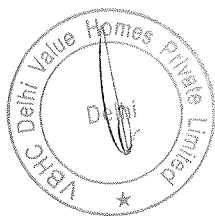
3.12 The Purchaser hereby agrees and undertakes that he/she/they accord/s his/her/their irrevocable consent that any payment made by the Purchaser to the Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

- (i) firstly, towards taxes and other statutory dues in relation to the Apartment/flat and/or this Agreement;
- (ii) secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
- (iii) thirdly, towards interest on the amounts (including Total Consideration) payable hereunder;
- (iv) fourthly, towards the charges and other amounts payable hereunder; and
- (v) finally towards Total Consideration.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Promoter.

3.13 The aforesaid payments shall be made by the Purchaser within 7 (Seven) days of notice in writing by the Promoter to be given as hereinafter mentioned.

3.14 The Promoter shall confirm that the final carpet area of the Apartment/flat that has been allotted to the Purchaser after the construction of the respective Wing of the Project is complete and the Occupation Certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area of the Apartment/flat shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the carpet area of the Apartment/flat within the defined limit then Promoter shall refund the excess money paid by Purchaser within 45 (forty) days with annual interest at the rate specified in Act, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of the Apartment/flat allotted to the Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the rate of Rs.[•]/- per square meter.



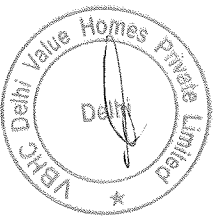
3.15 The Total Consideration is escalation-free, save and except, escalations/increases, due to increase on account of development charges, taxes payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter

undertakes and agrees that while raising a demand for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments and the Purchaser shall pay the same to the Promoter as per the next milestone of the payment plan.

- 3.16 Time for payment is the essence of this Agreement. In addition to the consideration and taxes/levies etc. as stated above, the Purchaser shall pay all other amounts mentioned in this Agreement.
- 3.17 All payments to be made by the Purchaser under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn as shown in Annexure-9 to this agreement (hereinafter referred to as '**the Designated Account'/Promoter's Specified Account**'). Any payment made in favour of any other account other than the Designated Account/Promoter's Specified Account/such other accounts as instructed/specified by the Promoter shall not be treated as payment towards the Apartment/flat and shall be construed as a breach on the part of the Purchaser.

4. OBLIGATIONS OF THE PROMOTER:

- 4.1 The Promoter shall construct the Project in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the Promoter may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them. Subject to the provisions of the Act and the Rules, the Promoter shall be entitled to make such changes in the building/s plans as may be required by the Sanctioning Authorities and as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same.
- 4.2 The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Apartment/flat to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the same. The Promoter hereby agrees that it shall, before handing over possession of the Apartment/flat to the Purchaser and in any event before causing execution of the conveyance of the Larger Property in favour of the Apex Body, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Larger Property and shall as far as practicable, ensure that the Larger Property is free from all encumbrances and shall complete its title to the Larger Property so as to cause the conveyance of the Larger Property in favour of the Apex Body.
- 4.3 The Promoter shall maintain a separate account in respect of sums received by the



Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

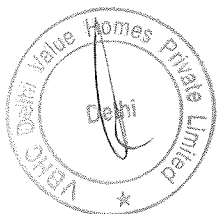
- 4.4 The Purchaser is aware that the obligation of the Promoter is merely to provide provision for water supply and electricity supply, however, the connection and supply of water and electricity shall be at the discretion of the authorities and the electricity supply company.

5. LOAN AGAINST THE APARTMENT/FLAT:

- 5.1 It is hereby further expressly agreed that notwithstanding the Purchaser approaches/has approached any bank/ financial institution / or any other lender (hereinafter referred to as "**the Lender**") for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Apartment/flat to the Promoter and/or mortgaged/mortgages the Apartment/flat with the Lender (which is to be subject to issuance by the Promoter of a no-objection letter in favour of the Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Promoter shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Apartment/flat and payment of charges to the Lender shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges, property tax and other taxes) payable hereunder have not been paid, the Promoter shall have a lien on the Apartment/flat to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

- 5.2 Notwithstanding anything contained herein it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser shall not be permitted to raise any contention in respect of his failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser has applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser is rejected. In the event of the failure of the Purchaser to pay the installments of the consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein.

- 5.3 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Apartment/flat in any manner whatsoever without obtaining the prior written permission of the Promoter and the Lender. The Promoter shall not be

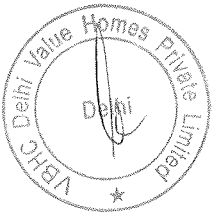


liable or responsible for any of the acts of omission or commission of the Purchaser, which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Society about the lien / charge of such Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

- 5.4 The Purchaser shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that the Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Apartment/flat. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoter shall have first lien/charge on the Apartment/flat towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Purchaser further undertakes to reimburse the same to the Promoter without any delay, default or demur.

6. TERMINATION BY THE PURCHASER AND THE CONSEQUENCES:

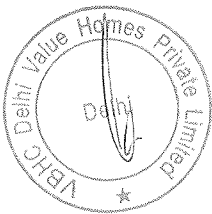
- 6.1 On the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter under this Agreement (including the Purchaser's share of Contribution as mentioned hereinabove) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.
- 6.2 Provided always that the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (fifteen) days prior notice in writing by Registered Post AD/Speed post/courier at the address provided by the Purchaser, of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a period of 15 (fifteen) days as provided in such cure notice. It is hereby clarified that this Agreement shall be deemed to be terminated upon expiry of the termination notice of 15 (fifteen) days.
- 6.3 Provided further that upon termination of this Agreement as aforesaid, [•]% of the Total Consideration will stand ipso facto forfeited without any reference or recourse to the Purchaser towards Liquidated Damages and the Promoter shall refund to the Purchaser the remaining amount of Total Consideration of the Apartment/flat excluding taxes of any nature whatsoever paid to the government which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded. It is hereby clarified that such balance sale consideration after deducting the Liquidated Damages shall be refunded by the Promoter to Purchaser within 30 (thirty) days from the date of termination of this Agreement. The Purchaser confirms that the Liquidated Damages is a genuine pre-



estimate of the loss suffered by the Promoter and not in the nature of penalty.

- 6.4 It is hereby agreed between the Parties hereto that receipt of the aforementioned refund either under Clause [●] or [●] or [●] above, as the case may be, by way of cheque, if any, by registered post acknowledgment due/speed post/courier at the address mentioned above, whether encashed by the Purchaser or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or, except for the refund of the aforesaid amounts (subject to deductions) dispute of any nature whatsoever either against the Promoter or against the Apartment/flat or under this Agreement and for that the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation, without the Purchaser being a signatory thereto and the Purchaser will not raise any objection or dispute in that regard. The Promoter shall be entitled to re-sell/allot the Apartment/flat to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoter shall be refund of the aforesaid amounts (subject to deductions, if any).
- 6.5 Upon the Promoter terminating the Agreement, Purchaser(s) shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the Apartment/flat or any part thereof and /or against the Promoter and the Promoter shall be entitled to deal with and dispose off the Apartment/flat to any other person(s) as it deems fit without any further act or consent of the Purchaser(s).
- 6.6 All the rights and/or remedies of the Promoter including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

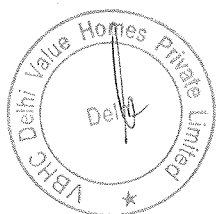
7. RIGHTS OF THE PROMOTER:



- 7.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Apartment/flat agreed to be sold by the Promoter to the Purchaser and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- 7.2 The Purchaser hereby grants his/her/their irrevocable authority, permission and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off the apartment/flats forming part of the Project and to permit the same to be utilized by anyone for any purpose.
- 7.3 Notwithstanding the other provisions of this Agreement, the Promoter will be providing various amenities and facilities in the Larger Property, which will be used by all the units/apartment/flats/premises holders of the Layout Project including the Project. In

view thereof, the Promoter shall be entitled to nominate or appoint any person ("**project management agency**") to manage the operation and maintenance of the Layout Project including but not limited to the Project, premises and the infrastructure, common amenities and facilities of the Layout Project, STPs, garbage disposal system and such other facilities that the Promoter may be required to install, operate and maintain for a period of at least [●] years after the Larger Property is developed and occupation certificate or whatever name it is called is obtained from the Sanctioning Authority in that regard and if the Apex Body approves, for any subsequent periods for such fee, which fee shall be a minimum of [●]% (and escalation thereto) on the actual expenses to be incurred by the project management agency. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or Organization as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Larger Property. It is hereby clarified that any amenities and facilities provided in the Larger Property shall also be used by the other units/apartment/flats/premises holders of the Layout Project and the Purchaser hereby agrees and undertakes not to raise any dispute or objection in this regard.

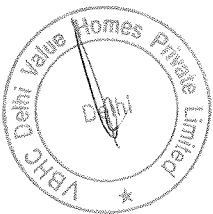
- 7.4 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the project management fee as aforesaid, that may become payable with respect to the operation and maintenance of the Layout Project/Project, Larger Property, the Layout Amenities. It is hereby clarified that upon receiving written instructions from the Promoter, the Purchaser shall either directly pay the project management fee to the Promoter or to the project management agency.
- 7.5 It is hereby clarified that the Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Apex Body for any act, deed, matter or thing committed or omitted to be done by the project management agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in due course of such maintenance, management, control and regulation of the Project and/or the Layout Project.
- 7.6 Before the conveyance of the Larger Property in favour of the Apex Body, the power and authority of the Society shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Layout Project, the construction, development and completion thereof of the Larger Property and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold apartment/flats and the disposal thereof.
- 7.7 Till the entire development of the Layout Project is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas



parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Larger Property and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard.

7.8 The Purchaser is aware that the Promoter will be developing the Project and/or the Layout Project on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and in accordance with the provisions of the Act. The Promoter shall be entitled to grant, offer, upon or in respect of any portion of the Larger Property, to such affiliates, co-Promoter or the joint venture, all such rights, benefits, privileges, easements etc. including right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Larger Property right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Larger Property including the said Property for the more beneficial and optimum use and enjoyment of other areas forming part of the Larger Property in such manner as may be desired by the Promoter and the Purchaser expressly and irrevocably consent/s to the same.

7.9 The express right, authority and entitlement of the Promoter to give and/or grant over, upon and/or in respect of the Larger Property and/or any construction thereon including the Layout Project or any portion/s thereof, all rights, interests, benefits, privileges and easements, in favour of any person/s whatsoever, including the owners and occupiers of any contiguous, adjoining or adjacent properties, on such terms, conditions and provisions and as may be desired or deemed necessary by the Promoter in their sole and unfettered discretion and/or as may be required by any Government, Semi-Government, Local or Public body or authority. This right, authority and entitlement of the Promoter shall include, but without any limitation, the right to give and/or grant right of way and access, rights to light and air, right to draw from or connect to, as the case may be, water, drainage, sewage, electricity, gas and telephone lines and/or connections and/or installations and all and/or any other facilities, utilities and amenities on the Larger Property and/or any construction thereon and/or in the said Property or provided in respect thereof and the right to give and/or grant or permit the use and enjoyment of all or any of the areas, amenities and/or facilities of, provided in and/or relating to the Larger Property and/or any construction thereon or the said Property or any portion/s thereof.



7.10 In accordance with the provisions of the Act, the Promoter shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Promoter deems fit.

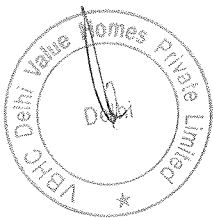
7.11 In the event the Promoter has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Promoter in

proportion to the carpet area wherever applicable of the Apartment/flat or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Provided However, it is hereby clarified that the Promoter shall enclose the requisite notification/order/rule/regulation/letter/notice published/issued in that behalf alongwith the demand letter which will be issued by the Promoter and the Purchaser shall be liable to pay such amounts to the Promoter, within 15 (fifteen) days of such demand being made by the Promoter.

- 7.12 In accordance with the provisions of the Act, the Promoter shall be entitled to make such changes in the building plans as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities.

8. POSSESSION:

- 8.1 The possession of the Apartment/flat shall be delivered to the Purchaser after the Apartment/flat is ready for use and Occupation Certificate from the Sanctioning Authority has been received in this regard, provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Apartment/flat are duly paid by the Purchaser. The Promoter shall endeavour to give possession of the Apartment/flat to the Purchaser on or before [●] with a grace period of **12** months for force majeure events and subject to reasonable extension beyond the control of the Promoter and other factors as specified herein.
- 8.2 If the Promoter fails or neglects to give possession of the Apartment/flat to the Purchaser on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 days from receipt of such notice refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, (excluding the taxes) that may have been received by the Promoter from the Purchaser as installments in part payment in respect of the Apartment/flat along with the interest at the rate as may be prescribed under the Rules from the date the Promoter receives such amounts till the date the amounts and the interest thereon is repaid. The Promoter shall refund the abovementioned amount in respect of such termination and upon such termination neither party shall have any further claim against the other in respect of the Apartment/flat or arising out of this Agreement. The Promoter shall be at liberty to dispose off the Apartment/flat to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion.
- 8.3 If as a result of any legislative order or regulation or direction or the non-receipt of any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Promoter or its agent, the Promoter is unable to provide the Apartment/flat for fit-outs or complete any building of the Project and/or give possession of the Apartment/flat to the Purchaser in the time as mentioned in Clause [●] above, the Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the



Purchaser such consideration as may have been paid by the Purchaser towards the Total Consideration excluding the taxes with such interest thereon at may be prescribed under the Act from the date the Promoter receives such amounts till the date the amounts and the interest thereon is repaid. It is hereby clarified that such balance Total Consideration after deducting taxes shall be refunded by the Promoter to Purchaser within a period of 30 days from the date of termination of this Agreement.

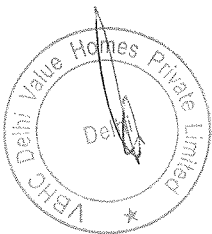
8.4 For the purposes of this Agreement Force Majeure Event shall mean the following:

- (i) an occurrence of an event of war, strike or industrial unrest, flood, drought, fire, cyclone, earthquake or any other natural calamity caused by nature affecting the regular development of the Layout Project;
- (ii) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against the development of Layout Project;
- (iii) stay or injunction order passed in respect of the Layout Project / Larger Property by any court of law, tribunal, competent authority, statutory authority, high power committee etc.;
- (iv) delay in grant of approvals for the Project from the concerned authorities or of any NOC/permission/license/connection of installation of any services, such as lifts, elevators, electricity and water connections and meters or Occupation Certificate from the appropriate authority; and
- (v) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter or its agents or not directly attributable to any willful act or omission on its part, which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the Apartment/flat.

8.5 Upon possession of the Apartment/flat being delivered to the Purchaser, he/she/they shall have no claim against the Promoter in respect of any item of work in the Apartment/flat.

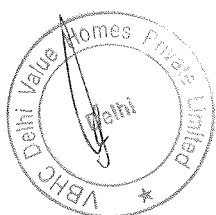
8.6 The location of the parking space provided with the Apartment/flat has not been identified and the same shall be provided to the Purchaser at the time of handing over possession of the Apartment/flat.

8.7 The Promoter has already constructed the clubhouse and other Layout Amenities, in the Layout Project. The Purchaser is aware that the use of the clubhouse and all other Layout Amenities shall be on such terms and conditions as the Promoter may determine. It is expressly agreed that no right, title and interest of any nature whatsoever shall be created in respect of the Layout Amenities in favour of the Purchaser herein or any of the Purchasers of apartment/flats in the Project and/or the Layout Project and the Layout Amenities shall not be treated as amenities to be provided to the Purchaser under this Agreement or as facilities/amenities attached to the apartment/flats agreed to be sold to the Purchaser under this agreement. The purchase price charged to the Purchaser in respect of the Apartment/flat does not include any amount to be expended by the Promoter towards the aforesaid common and recreational facilities. The



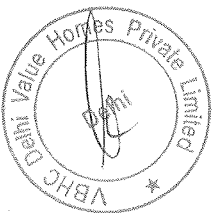
Promoter reserves the right to terminate the membership of any purchaser if the behaviour of the Purchaser is not fit and proper.

- 8.8 Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the said Property and/or the Larger Property and/or the Layout Project or any part thereof.
- 8.9 The Purchaser agrees that the return of the payment mentioned in Clauses [●] and [●] above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes and waives any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- 8.10 The Purchaser shall take possession of the Apartment/flat within [●] days of the Promoter giving written notice to Purchaser intimating that the Apartment/flat is ready for use and occupation and offering possession of the same to the Purchaser and only upon payment of all amounts due and payable by the Purchaser under this Agreement. Commencing from the expiry of the **15** days from issue of the intimation in writing by the Promoter to the Purchaser that the Apartment/flat is ready for occupation, use, and possession, the Apartment/flat shall be at the risk of the Purchaser (irrespective of whether possession of the Apartment/flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Apartment/flat. It is agreed that irrespective of whether possession of the Apartment/flat is actually taken or not by the Purchaser, the Purchaser shall, from the date of expiry of the **15** day from the date on which possession of the Apartment/flat is offered by the Promoter to the Purchaser, be responsible and liable to bear and pay to the Promoter all outgoings in respect of the Apartment/flat, all rates, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Layout Project / Larger Property. The Purchaser shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.
- 8.11 The Purchaser shall, prior to taking possession of the Apartment/flat examine and satisfy himself/herself/itself with the area of the Apartment/flat and the said amenities / fixtures. Thereafter, the Purchaser shall have no claim against the Promoter with respect to the Apartment/flat or any other amenities / fixtures of the Project or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.
- 8.12 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, 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 Apartment/flat to the Purchaser, obtain from the



concerned local authority occupation and/ or completion certificates in respect of the same.

- 8.13 Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over all open spaces, lobbies, terraces, apartment/flat(s)/ shop(s)/unit(s)/premises, parking spaces, the Larger Property, the Layout Project, Project and/or any part or portion thereof. It is agreed by and between the parties that such conferment shall take place on execution of the Conveyance in favour of the Apex Body as hereinafter mentioned, subject however, to the rights of the Promoter as stated herein and the right, claim and entitlement of Purchaser(s) to the above shall be as member of the Society.
- 8.14 It is agreed between the Promoter and the Purchaser that at the request of the Purchaser, the Promoter shall subject to the availability of parking space and in the sole discretion of the Promoter the Promoter may grant right of use of parking space to the Purchaser on the terms and conditions the Promoter in its sole discretion deems fit and proper. It is hereby clarified that the nothing hereinabove shall grant or deemed to confer or grant any right or benefit or entitlement in favour of the Purchaser(s) to claim and/or demand any parking space from the Promoter.
- 8.15 In the event of any portion of the Larger Property being notified for set-back prior to the execution of conveyance in favour of the Apex Body, the Promoter shall be entitled to receive the amount of compensation for such set-back portion of the Larger Property or FSI/TDR in lieu of the same.
- 8.16 In the event of any portion of the Larger Property being required by any local or government authorities, then the Promoter alone shall be entitled to give such portion to the said authority or anybody for such purpose on terms and conditions as the Promoter shall deem fit.
- 8.17 So long as the various apartment/flat(s)/ shop(s)/ unit(s)/ premises in any of the buildings of the Project shall not be separately assessed by Local Body and/or the competent authority for the purpose of taxes (including but not limited to property tax), water charges, cess and rates, the Purchaser(s) shall pay all outgoings in respect of the Apartment/flat along with the proportionate share of such taxes, cess, rates and other outgoings assessed on the Larger Property to the Promoter and/or its nominees every month or as and when demanded without any delay or demur. The quantum of outgoings payable by the purchaser(s) in respect of the Apartment/flat purchased by them along with the proportionate share of such taxes, cess, rates and other outgoings assessed on the Larger Property shall be decided by the Promoter and the decision of the Promoter in this regard shall be binding and subsisting on all the purchasers(s).

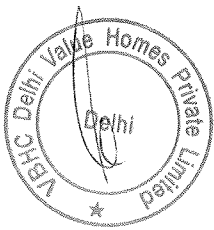


9. COVENANTS BY THE PURCHASER:

- 9.1 The Purchaser hereby grants his irrevocable power and consent and agrees to the Promoter developing the Larger Property fully by constructing the Layout Project including the Project and the Promoter selling the same and appropriating to itself the

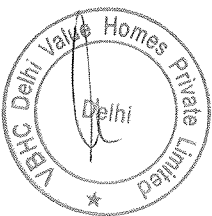
entire sale proceeds thereof without the Purchaser or other acquirers of the premises in the Layout Project having any claim thereto or to any part thereof. The conveyance of the Larger Property together with the buildings including the Project being constructed thereon and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation.

- 9.2 The Purchaser shall maintain at his/her/their own costs the Apartment/flat agreed to be purchased by him/her/ them in the same conditions, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Promoter / Society / Apex Body, Government, Local Bodies and Authorities and Electricity Supply Company and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
- 9.3 The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government by way of or betterment charges, development charges or any other payment of a similar nature in respect of the Larger Property and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Promoter immediately on the demand made by the Promoter, in the proportion in which the area of the Apartment/flat shall bear to the total area of the other premises in the wings to be constructed on the Larger Property and the decision of the Promoter in this regard shall be conclusive and binding upon the Purchaser.
- 9.4 The Purchaser hereby covenants with the Promoter to pay the Total Consideration liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoter fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Promoter. The Purchaser also agrees and undertakes to give all the facilities to the Promoter to carry out additional construction work on the Project now under construction.
- 9.5 After the conveyance of the structures comprised in the Project to the Society, the Promoter shall hand over the balance of the amounts collected towards maintenance to the Society. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein, against the expenses (except Assessment Tax) municipal tax and outgoings and other expenses and the payment by the Purchaser of the monthly outgoings in regard to the common amenities and facilities as set out in this Agreement shall be mandatory and obligatory under this Agreement. Failure on the part of the Purchaser to pay the aforementioned charges on demand made by the Promoter shall entitle the Promoter to enforce their rights of termination as herein.
- 9.6 The Purchaser shall allow the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their Apartment/flat or any part thereof for the purpose of repairing any part of the Project and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for cutting off the supply of water and other services to the

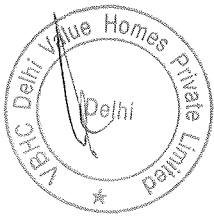


Apartment/flat or any other premises in the Project in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property Taxes and other outgoings as also in the charges for electricity consumed by them.

- 9.7 The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature in the Apartment/flat or any part thereof without obtaining prior written permission of the Promoter. The Purchaser shall keep the Apartment/flat walls, partitions, walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular the Project other than his/her/ their Apartment/flat. The Purchaser shall not close the niches or balconies or allow any alterations in the outside elevations and/or the outside colour scheme of the Project to be allotted to him/her/ them.
- 9.8 After the possession of the Apartment/flat is handed over to the Purchaser, if any additions or alterations in or about or relating to the Project required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser of various premises in the Project at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- 9.9 The Purchaser shall not do or permit to be done any act or thing which may render void or voidable insurance (if any) of any premises or any part of the Project or cause any increased premium to be payable in respect thereof or which may be likely to cause nuisance or annoyance to the users and occupiers in the Project.
- 9.10 It is further agreed between the Promoter and the Purchaser that at the time of execution of Conveyance of the structures comprised in the Project in favour of the Society, as stated herein, the Purchaser/s and/or the said Society shall reimburse to the Promoter cost of all permissions and other refundable deposits paid by the Promoter to the various concerned/Local Authorities in respect of the Project.
- 9.11 Any delay or indulgence by the Promoter in enforcing the terms of the Agreement or any forbearance of giving of time to the Purchasers shall not be construed as a waiver on the part of the Promoter of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- 9.12 The Promoter shall be entitled to alter the terms and conditions of the Agreements relating to the unsold apartment/flat in the Project of which the aforesaid Apartment/flat forms part hereafter or even after the Society is formed and the Purchaser shall have no right to object to the same.
- 9.13 The Layout Project name shall not be changed at any time by the Purchaser or the Society without the prior written consent of the Promoter. Upon and after receipt of obtaining the occupation certificate, the Purchaser shall use the Apartment/flat or any part thereof or permit the same to be used only for residential purposes.

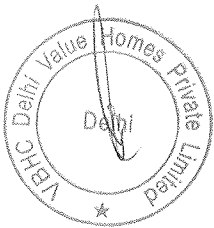


- 9.14 It is hereby agreed that if due to any ordinance, notification, change in laws or enactments any additional taxes, levies, cess or any amounts pertaining or relating to the development, construction and sale of the Apartment/flat is levied and/or payable and/or recovered from the Promoter, then the same shall be borne and paid by the Purchaser, without any recourse to the Purchaser.
- 9.15 As required by the electricity providing company, a substation room may be provided to them in the Larger Property and the Promoter shall execute a Deed of Lease/Sublease with the concerned organisation in this connection as may be required. The Purchaser shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s pipes and boxes electric meters, cables, connections and other matters in this connection and shall extend all co- operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the concerned organisation.
- 9.16 The Purchaser(s) agrees that the Purchaser(s) shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoter may require for safeguarding the interests of the other Purchaser/s of Apartment/flat of the Project including the Purchaser(s). The Purchaser(s) shall ensure that in the event the Purchaser(s) gives possession of the Apartment/flat to any third party by way of lease or license or otherwise with prior written approval from the Promoter/ Society or Apex Body, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoter may require for safeguarding the interests of the Purchaser(s) of the Apartment/flat of the Project.
- 9.17 The Purchaser hereby gives his/her/its/their irrevocable consent as contemplated under section 14 (2) of the RERA Act to the Promoter to make any minor addition or alteration in the Apartment/flat as may be necessary due to architectural or structural reasons and/or any other alteration or additions required in the sanctioned plans, layout plan, specification of the building or common areas and facilities. However, costs, charges and expenses of such construction shall be borne and paid by the Promoter. The Purchaser and the Society will not object to carrying out such additional/alteration construction by the Promoter on ground of nuisance or on any other ground.
- 9.18 The Promoter shall enter into separate agreements with the Purchasers of different units in the Project for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the Apartment/flat from the original Purchaser also.
- 9.19 Notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorize the Promoter to submit any revised plan for the purpose of making any amendment, change or modification in the building plans in respect of the Project in which the Purchaser/s has/have agreed to purchase the Apartment/flat as provided in the MOFA and the Act.
- 9.20 The Purchaser with an intention to bring all persons in whose hands the apartment/flat



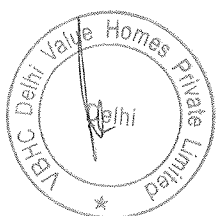
may come, doth hereby covenant with the Promoter as follows: -

- (i) to maintain the Apartment/flat at the Purchaser's own cost in good tenable repairs and condition from the date possession of the Apartment/flat is taken and shall not do or suffer to be done anything in or to the Project, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Project or the Apartment/flat or part thereof;
- (ii) not slaughter any animal in the precincts of the Project;
- (iii) not to store in the apartment/flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Project or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages whereby floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Project including the entrance thereof. In case any damage is caused to the Apartment/flat or the Project on account of the negligence or default of the Purchaser, the Purchaser shall be liable for the consequences of the breach and the decision of the Promoter shall be final;
- (iv) to carry at the Purchaser's own cost all internal repairs to the Apartment/flat and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in the Apartment/flat or the Project which is in contravention of rules, regulations or bye-laws of the concerned local authority/public authority and in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (v) not to demolish or cause to be demolished the Apartment/flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment/flat or any part thereof nor alter the elevation, section, details and outside colour scheme of the Project and to keep the portion, sewers, drain pipes and all other amenities in the said Apartment/flat and appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other parts of the Project and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or piers or other structural members of the Apartment/flat. In case, on account of any alterations being carried out by the Purchaser in the Apartment/flat (whether such alterations are permitted by the Concerned Authorities or not) if there shall be any damage to the adjoining apartment/flats or to the apartment/flats situated below or above the Apartment/flat (inclusive of leakage of water and damage to the drains), the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages). The Purchaser also undertakes not to affix any grills to any external surface of the Project.
- (vi) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Apartment/flat in the compound or any portion of the Larger Property and/or Project



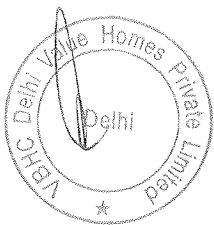
in which the Apartment/flat is situated;

- (vii) pay to the Promoter within 7 days of demand by the Promoter his share of security deposit demanded by the Concerned Local Authorities or Government for giving water, electricity or any other service connection to the Project.
- (viii) to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, water charges, charges for maintenance of STPs, garbage disposal system and such other facilities that the Promoter may install, operate and maintain under the guidelines prescribed under MOEF and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Apartment/flat or otherwise;
- (ix) to bear and pay all taxes including GST, etc. and such other levies, if any, which may be imposed with respect to the construction on the Larger Property and/or any activity whatsoever related to the Apartment/flat by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;
- (x) to install air-conditioning units only in the space/s designated for the said purpose in the Apartment/flat. If the Purchaser desires to install air-conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the Apartment/flat, or be required to be affixed/installed outside the Apartment/flat, then the Purchaser shall install/affix the same only after obtaining prior written permission from the Promoter and/or the Society and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoter and/or the Society, as the case may be, in respect of the same;
- (xi) to permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the project management agency and its employees, at all reasonable times, to enter into and upon the Apartment/flat or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the Project or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Apartment/flat for the benefit of the Project. The Purchaser shall not obstruct or hinder the Promoter and/or the project management agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser shall rectify and make good all defects, and unauthorized changes within [•] days from the date of receipt of a written notice from the Promoter in that regard;
- (xii) till the management of the Project is handed over to the Society, to allow the Promoter,



its surveyors and agents at all reasonable time to enter into or upon the Apartment/flat / Project to view and examine the state and condition thereof;

- (xiii) not to close or permit to be closed varandas or balconies of the Apartment/flat / Project or change the external colour scheme or the pattern of the colour of the buildings comprised in the Project; not to change the exterior elevation or the outlay of the wings comprised in the Project / Apartment/flat; not to install/construct/erect sintex tank/s or other water storage tank/s in the Apartment/flat and not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or about the Apartment/flat, the Project and/or in any part of the Project ;
- (xiv) not to cover or enclose in any manner whatsoever, the open terrace/s, utility area/s, the open balcony/balconies or other open space/s (if any) forming a part of or appurtenant to the Apartment/flat. If the Purchaser desires to affix/install grills to the windows of the Apartment/flat, or grill/s or safety door/s to the main door of the Apartment/flat, then the Purchaser shall obtain the prior written permission of the Promoter and/or the Society, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Promoter and/or the Society, as the case may be, in that regard;
- (xv) not to construct/erect any brick or masonry wall/partition/loft/mezzanine in the Apartment/flat or to make any other structural additions or alterations of a temporary or permanent nature therein;
- (xvi) not do or suffer to be done anything on the Larger Property or the Project / Apartment/flat which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- (xvii) not to demand partition of the Purchaser interest in the Larger Property, it being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's interest therein is impartible and not to demand any sub-division of the Larger Property or the Layout Project or the Project or any part thereof.
- (xviii) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Project / Apartment/flat, save and except in the areas designated for the said purpose;
- (xix) not to keep flower-vase outside the Project / Apartment/flat on the parapet or chajja or in the common area of the Project;
- (xx) not to encroach upon or make use of any portion of the Project not agreed to be acquired by the Purchaser;
- (xxi) to co-operate and render all assistance and facilities to the Promoter and to do and

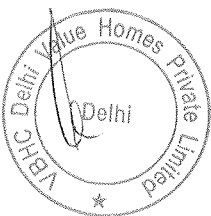


perform all acts, deeds, things and matters, as may be required by the Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Promoter, within **15** (fifteen) days from receipt of the Promoter's intimation in respect thereof and to attend the Promoter office in this regard, for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Promoter to carry out and complete the development of the Project and the contiguous, adjacent and adjoining lands in the manner that may be desired and deemed fit and as envisaged by the Promoter in their sole and unfettered discretion, including as mentioned in this Agreement;

- (xxii) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations of amendments thereof that may be made from time to time for protection and maintenance of the apartment/flats therein and for the observance and performance of the rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Apartment/flat and shall pay and contribute in accordance with the terms of this Agreement; and
- (xxiii) Irrespective of dispute if any, arising between the Promoter and the Purchaser and/or the Society all amounts, Contribution and deposits including amounts payable by the Purchaser to the Promoter under this Agreement shall always be paid punctually by the Purchaser to the Promoter and shall not be withheld by the Purchaser for any reasons whatsoever.

These covenants shall be binding and operative even after the formation of the Organization.

10. OUTGOINGS:



- 10.1 In the event, if there is deficit and if there is any deficit in respect of provisional monthly contribution of maintenance during the Promoter making payment of all the outgoings as mentioned above, the Purchaser shall forthwith on demand pay to the Promoter his proportionate share to make up such deficit. The Purchaser undertakes to pay such provisional monthly contribution and thereafter such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. Failure on the part of the Purchaser to pay the monthly contribution within the stipulated time shall entitle the Promoter to cut off the essential supply to the Apartment/flat. Such essential supply shall be restored only after the Purchaser shall have cleared all arrears as aforesaid. It is further herein specifically provided that, the Purchaser shall be entitled to the possession of the Apartment/flat on payment of entire consideration amount payable to the Promoter by the Purchaser under the terms of this Agreement and further only after the Promoter has received the occupation certificate from the concerned authorities in respect of the Apartment/flat. However, if the Purchaser desires to have possession of the

Apartment/flat after the same is ready and fit for occupation, before the grant of the occupation certificate by the concerned authorities and provided the Purchaser has paid the entire consideration amount as per the terms of this Agreement, then the possession of the Apartment/flat shall be taken by the Purchaser at his own risk and costs. Further, in such an event the Purchaser shall be liable to pay the necessary enhanced charges/penalties that may be levied by the concerned authorities if the possession of the Apartment/flat is taken by the Purchaser before the grant of occupation certificate.

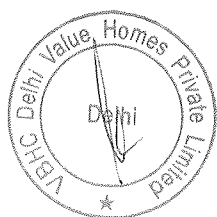
- 10.2 It is agreed that's save and except point no. [●] and [●] in respect of amounts mentioned in Clause [●], the Promoter is not liable to render accounts, however for the amount collected under other heads, the Promoter shall hand over the deposits or balance thereof, if any, to the Society as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest.
- 10.3 Subject to what is stated hereinabove, the Promoter shall maintain a separate account in respect of sum received by the Promoter from the Purchaser as advance or deposit on account of the share capital of the Society, maintenance and other charges and shall utilize the same for the purpose for which they have been received.
- 10.4 The Purchaser hereby agrees to bear and pay any statutory dues including not limited to GST on any of the amounts collected by the Promoter as setout in Clause [●] hereto.

11. INTEREST:

Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoter an interest at such rate as may be prescribed under the Rules on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter until the date such outstanding amount is received by the Promoter.

12. DEFECT LIABILITY

- 14.1 If within a period of 5 (five) years from the date of handing over the Apartment/flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Apartment/flat or the Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided However that the Purchaser shall not carry out alterations of whatsoever nature in the Apartment/flat or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability



automatically shall become void.

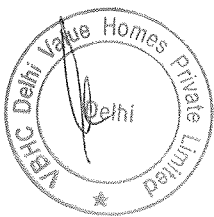
14.2 It is clarified that the liability of the Promoter under this clause shall not extend to:

- (i) any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser and/or any other purchasers in the Project (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Promoter/ Utility Providers for the Project;
- (ii) defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the Apartment/flat or the fixtures or fittings provided therein. Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

13. **FORMATION OF THE SOCIETY:**

15.1 Upon 51% of the total number of units/premises in a building of the Project being booked by Purchasers, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Purchaser and other Purchasers of units/premises/apartment/flats of the concerned building in the Project, under the provisions of the relevant legislation, rules or regulations.

15.2 The Purchaser shall, along with other Purchasers of units in the Project, join in forming and registering a co-operative housing society in accordance with the provisions of the Act, in respect of the Project in which the Purchasers of the premises in the Project alone shall be joined as members ("**the Society**").

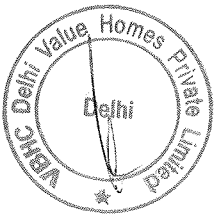


15.3 For this purpose, the Purchaser shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Purchaser, so as to enable the Promoter to register the Society. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

15.4 The name of the Society shall be solely decided by the Promoter. The Promoter shall be entitled to and may change the name of the Society once or more than once on or before obtaining completion certificate for the Project. However, the name of the said building shall not be changed by the Society or the Apex Body without written consent of the Promoter.

15.5 The Society shall admit all purchasers of units and premises / apartment/flats of the Project as members, in accordance with its bye-laws.

- 15.6 The Promoter may sell, transfer or assign all their rights, title and interest in in respect of the unsold units/apartment/flats in the Project but without in any manner affecting the Purchaser's rights. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that it shall not raise objection to the aforesaid right of the Purchaser in any manner;
- 15.7 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold apartment/flats/units in the Project, if any.
- 15.8 Post handing over the buildings to the Society, the Society shall be responsible for the operation and management and/or supervision of the Project, and the Purchaser shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 15.9 The Purchasers are aware that the Promoter shall form separate societies in respect of other buildings forming part of the Layout Project.
- 15.10 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies and/or Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies/Apex Body and their respective members/intended members including the Purchaser, as the case may be, and the Promoter shall not be liable toward the same.



16 ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/apartment/flat/plot/building, as the case may be.

17 RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

18 PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment/flat, in case of a transfer, as the said obligations go along with the Apartment/flat, for all intents and purposes.

19 **SEVERABILITY**

The invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

20 **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

21 **NOTICES**

All notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D to the addresses mentioned in this agreement

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

22 **JOINT PURCHASERS**

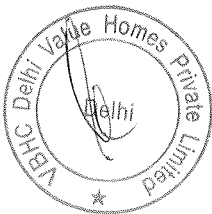
That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

23 **WAIVER**

The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser nor shall the same in any manner prejudice any of the Promoter's rights hereunder or otherwise under law.

24 **STAMP DUTY AND REGISTRATION CHARGES:**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Purchaser alone.



25 **PAN:**

The permanent account number details of the Parties are as follows:

NAME OF THE PARTY	PERMANENT ACCOUNT NUMBER DETAILS
Promoter -	
Purchaser-	

IN WITNESS WHEREOF the parties hereto have hereunto and duplicate hereof set and subscribed their respective hands and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Property)

All that piece and parcel of land or ground _____ admeasuring [•] square meters,
_____ Village, _____ East, District: _____ and bounded as follows:

On or towards the North : Land having Gat No. _____;
On or towards the West : Land having Gat No. _____;
On or towards the South : Land having Gat No. _____;
On or towards the East : Land having Gat No. _____

THE SECOND SCHEDULE ABOVE REFERRED TO

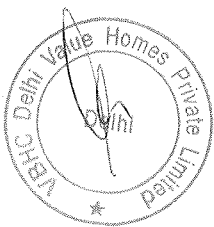
(Description of the said Property)

All that piece and parcel of land or ground being (portion of First Schedule Property)
_____ admeasuring [•] square meters, _____ Village, _____, District:
_____ and bounded as follows:

On or towards the North : [•];
On or towards the West : [•];
On or towards the South : [•]; and
On or towards the East : [•].

THE THIRD SCHEDULE ABOVE REFERRED TO

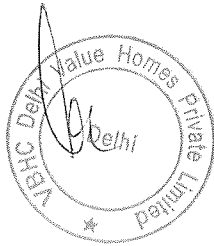
(Description of the Apartment/flat)



SIGNED SEALED AND DELIVERED)
by the withinnamed Promoter)
VBHC DELHI VALUE HOMES PRIVATE LIMITED)
through Authorised signatory)
Mr.)
In the presence of _____)

SIGNED SEALED AND DELIVERED)
by the withinnamed Purchaser/s)
_____)

In the presence of _____)



RECEIPT

Received on day and ____ year 2015 hereinabove)
written of and from the withinamed)
Purchaser/s the sum of Rs...../-)
(Rupees)
..... Only))
being the amount of part consideration money.)

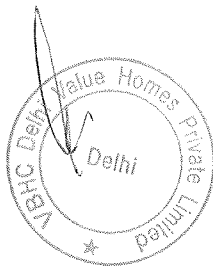
WE SAY RECEIVED

For the Promoter

Witness

1.

2.



Annexure "1"
Description of the Purchaser

Name :

Pan No.:

Address:

Annexure "2"
Plan of the Larger Property

Annexure "3"
Title Certificate

Annexure "4"
Layout Plan



Annexure "5"
Building Plan

Annexure "6"
List of Layout Amenities

Annexure "7"

Specifications, fixtures, fittings, facilities and amenities of the Apartment/flat

Annexure "8"

Floor plan of the Apartment/flat

Annexure "9"

- (1) Total sale consideration payable**
- (2) Part sale consideration recieved**
- (3) Balance sale consideration to be paid**
- (4) Installment payment of balance sale consideration**
- (5) Other amounts to be paid apart from total sale consideration**
- (6) Mode of payment of all the above said amounts**

