

# FLAT BUYER AGREEMENT

**Parsvnath**  
**EXOTICA**  
*The epitome of lifestyle*  
3/4/5 Bedroom Apartment & Penthouses

Name of  
the Allottee

Usha Singh  
Usha Khanna

Flat No.

B-2-1308



# Parsvnath Developers Ltd.



Customer Code:

A41/LJ0009

## RECEIPT

Receipt No.: 50027065  
Date: 16/02/2006

RECEIVED with thanks from M/s/Ms/Mr:

USHA SINGH  
B C HANU ROAD,  
GROUND FLOOR,  
T.S.T., KOWLOON,  
HONGKONG

Co-owner(s): 1) MS. ASHA HOON  
2)

Payment in respect of: B2-1303 at PARSVNATH EXOTICA  
Vide Local Cheque 182242 Dated: 01/02/2006  
Drawn on UCO BANK, Branch: NEW DELHI

S. No.	Description	Amount (Rs.)
1	BASIC COST	874578.00
2	COVERED CAR PARKING	400000.00
	TOTAL	914578.00

Rupees Ninety one lakh Forty six thousand Eight for Parsvnath Developers Ltd.  
hundred Seventy eight only

Subject to realisation of Cheque/Draft.  
Receipt not valid for cash payment.

Authorised Signatory

Parsvnath group - Building a name brick by brick

CUSTOMER COPY



NAME	DATE	TIME	LOCATION	REMARKS
Co-owner(s)	1)	10:00	Admiral's	

Co-owner(s)	Phone	Address	City	State	Zip
1) [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2) [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

R/O 010-69-40 Hui Yee Man, sports mark  
R/O 010-69-40 Hoi Pheng Mander, Hoi Pheng  
Hoi Tsang She (Tippel), Kevolson, Hong Kong  
Wide Application / Affidavit / Undergoing  
F&I PARSVNATH DEVELOPERS LTD.

Dated: 2-05-88  
Authorized Signatory: *Richard Anderson*

Customer Code : 445  
RECEIVED with thanks



Regd. &amp; Phor

Co-owner(s):  
1)  
2)

Payment in respect of	
Vide	Local C
Drawn on	UCD

S. No.	
1	B

Rupees

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Subject to ~~FOIA~~  
Receipt not valid

parvaneh





# Parsvnath Developers Ltd.

Regd. & Corporate Office : 6th Floor, "ARUNACHAL", 19, Barakhamba Road, New Delhi-110 001  
Phones : 23310198, 23350120, 23739421, 23739442, 23739443 Fax : (011) - 23315400  
e-mail : mail@parsvnath.com Website : http://www.parsvnath.com

Customer Code :

P61/J0009

## RECEIPT

Receipt No. : 50026129  
Date : 11/01/2006

RECEIVED with thanks from M/s/Ms/Mr :

USHA SINGH  
E-119 GREATER KAILASH PART-II  
NEW DELHI

Co-owner(s): 1) MS. ASHA HDON  
2)

Payment in respect of : E2-1303 at PARSVNATH EXOTICA  
Vide Local Cheque 182201 Dated : 10/01/2006  
Drawn on UCO BANK, Branch : NEW DELHI

S. No.	Description	Amount (Rs.)
1	BASIC COST	1249554.00
TOTAL		1249554.00

Rupees

Twelve lakh forty nine thousand five

Subject to Terms & Conditions of Cheque/Draft only  
Receipt not valid for cash payment.

For Parsvnath Developers Ltd.

Authorised Signatory

Parsvnath group - Building a name brick by brick

CUSTOMER COPY



Agreement / Receipts Stand Endorsed in favour of  
M/s / Mr. / Ms. : Conder Singh Ahluwalia  
Co-owner(s) 1) Rajiv Singh Ahluwalia  
2) Atish Ahluwalia  
R/o Plot 103, Phase 1, Mansarovar, Jaipur  
R/o Plot 103, Phase 1, Mansarovar, Jaipur  
Vide Application / Affidavit / Undertaking  
for PARSVNATH DEVELOPERS LTD.

Dated: 2-5-08 T. Maheshwari  
Authorised Signatory



Agreement Stand Endorsed in favour of  
M/s / M/s. Suninder Singh Ahluwalia's  
Co-owner 1. Raju Singh Ahluwalia  
2. Asha Moon  
R/o C/O P.S. Ahluwalia & Sons, Sport  
2nd 409-410, 1st phase, Main road, Main phase  
road, Taim shah, 1301, Kowloon,  
Via



## PARSVNATH EXOTIC

Dated: 2005-07

Authorised Signatory

### FLAT BUYER AGREEMENT

THIS AGREEMENT is made at New Delhi on this 10<sup>th</sup> day of Jan. 06.

BETWEEN

M/S. PARSVNATH DEVELOPERS LIMITED, a company incorporated under the Companies Act, 1956, and having its Registered Office at 6<sup>th</sup> Floor, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (hereinafter referred to as "the Developers" which expression shall, unless repugnant to the context hereof mean and include its successors and assigns) of the First Part;

AND

1. Asha Singh,  
Son/daughter/wife of \_\_\_\_\_

resident of 8C, Hiankow Road,  
Ground Floor, T.S.T.,  
Kowloon, Hongkong.  
For Parsvnath Developers Ltd.



Asha Moon, Authorised Signatory  
Son/daughter/wife of \_\_\_\_\_

resident of 8C, Hiankow Road,  
Ground Floor, T.S.T.,  
Kowloon, Hongkong.



For Parsvnath Developers Ltd.

Authorised Signatory  
Developers

Buyer



3.

Son/daughter/wife of \_\_\_\_\_  
resident of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affix  
Photo of  
Buyers

(\* to be filled up in case of Joint Allottees)

(hereinafter referred to as the "**Buyer**" which expression shall unless repugnant to the context hereof mean and include his heirs, executors, administrators, legal representatives and permitted assigns) of the Second Part;

Whenever the Buyer is a female, the expression "he", "him", "himself" etc., in this Agreement in relation to the Flat shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably and whenever the Buyer is a Joint Stock Company, Body Corporate or a Firm or any Association of Persons and whenever there are more than one Buyer, the expression Buyer in the Agreement shall be construed as including each of such Buyers and their respective heirs, executors, administrators, legal representatives and permitted assigns etc;

**A. WHEREAS** (i) M/s. Puri Construction Ltd., (ii) M/s Florentine Estates of India Ltd., (iii) M/s MAD Entertainment Network Ltd., (iv) Mr. Sunil Manchanda, (v) Mr. Arjun Puri, and (vi) Mr. Mohinder Puri (hereinafter collectively referred to as the **Land Owners**) are the owners of land measuring about 23.815 acres in Village Wazirabad, Sector – 53, Gurgaon, Haryana, as described in the schedule hereunder (hereinafter referred to as the '**Project Land**').

**B. AND WHEREAS** the Land Owners obtained licences Nos. 69 to 74 of 1996 and Nos. 52 to 57 of 1997 (hereinafter the **Licences**) from the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter the **DTCP**) for the development of a group housing scheme on the said Project Land, and the said licences are common with the other land of the land owners falling in Sector – 54 (hereinafter the **Sector – 54 lands**).

**C. AND WHEREAS** the Developers have entered into agreement dated 4<sup>th</sup> April, 2005 (hereinafter the **said Agreement**) with the land owners and acquired development and construction rights of a group housing scheme on the said Project Land under the terms of which the Developers are fully entitled, authorised and competent to carry out development

U. D. Singh  
Buyer



For Parsvnath Developers Ltd.  
Authorised Signatory

Developers



and construction on the project land and to sell/book, allot residential flats/apartments and other areas and to enter into agreements of sale/allotment and to receive consideration and to execute sale deeds of the flats/areas together with undivided interest in the land.

- D. AND WHEREAS the Developers have planned to put up a group housing scheme of residential flats named as '**Parsvnath Exotica**' (hereinafter referred to as the "**said Complex/Scheme**") on the said project land and the zoning and building plans have already been approved by the DTCP.
- E. AND WHEREAS the Buyer after having fully acquainted and satisfied himself with the facts as aforesaid and the terms and conditions of the Licences has applied to the Developers for allotment of a residential flat in the said Complex and the Developers have agreed to allot a residential flat on the terms agreed and as recorded hereinafter.

**NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-**

1. Subject to the premises and covenants contained herein to be observed and in consideration of the Buyer having agreed to pay the Basic Price and other costs and charges as stipulated herein the Developers hereby agree to sell and the Buyer agrees to purchase the Residential Flat bearing No. B 2 - 1303 on Thirteenth Floor in Tower/Block No. B2 having an approx. 3390 sq.ft. (equivalent to 314.93 sq.mtrs.) of super built area (covered area — sq.ft. i.e. — sq.mtrs.) consisting of 4 bed rooms, one drawing/dining, one kitchen, — toilets, balconies, in the said Scheme named "Parsvnath Exotica" on the said Project Land in Sector - 53, Gurgaon, (hereinafter referred to as the said "Flat") together with proportionate undivided, unidentified, impartible interest in the subject land underneath with rights of user of common areas and facilities in the Complex.
2. (a) The Basic Price of the Flat shall be Rs. 1,24,95,540/- (Rupees One Crore twenty four lac ninety five thousand five hundred forty only) calculated at the rate of Rs. 3686/- per sq.ft. (equivalent to Rs. 39677.19/- per sq.mtr.) of super built area to be reduced or increased corresponding to actual super area of the Flat at the time of final measurement on completion of the Flat/Complex. Fifteen percent (15%) of the basic price shall constitute the earnest money.

U. O. Singh  
Anita Arora  
Buyer



For Parsvnath Developers Ltd.  
  
Authorized Signatory

Developers



- (b) The Developers have also agreed to allot alongwith the flat open/covered car parking spaces as follows and for consideration as mentioned against them which shall be payable additionally to the basic price. The purchase of covered car parking spaces by the buyer shall be mandatory as under:

(i)	One covered car park space	3 bedroom flat	Rs. 2.0 lakhs
(ii)	Two covered car park spaces	4/5 bedroom units pent houses	Rs. 4.0 lakhs
(iii)	One open car park space	optional	Rs. 1.0 lakh

3. (a) The basic price includes charges on account of external development charges (EDC), 100% power back up, external electrification, fire fighting installations, pipes for gas supply, split unit air conditioners in drawing/dining and all bed rooms, membership fee of the recreational club.

- (b) The basic price does not include charges for the following which shall be payable additionally as and when demanded by the Developers unless otherwise stated specifically in this agreement.

~~(i)~~ Preferential Location Charges (PLC) as follows payable as per the Payment Plan Annexure - I:-

- |     |                              |                       |
|-----|------------------------------|-----------------------|
| (a) | Ground Floor Flats           | 7.5% of basic price   |
| (b) | First and Second Floor Flats | 5.0% of basic price   |
| (c) | Pent House/Top Floor Flats   | 10.0% of basic price. |

- (ii) Charges for car parking spaces (mandatory)

- (iii) Costs on installation of electricity meter, security deposit, energizing charges etc.

- (iv) Stamp duty and other incidental charges payable directly to the competent authority for registration and execution of Conveyance/Transfer Deed of the Flat.

U. D. Singh  
Buyer



For Purnanath Developers Ltd.

Authorised Signatory

Developers



- (v) Deposits/charges payable to the gas supplying agency for installation of necessary equipment, gas cylinders/storage tanks etc.
  - (vi) Proportionate charges for provision of any other items/facilities not specifically mentioned in this Agreement as may be required by any authorities or considered appropriate by the Developers.
  - (vii) Security Deposit @ Rs. 50/- per sq.ft. of the super area of the flat towards timely payments of maintenance charges, payable at the time of taking over possession of the flat.
  - (viii) Any levies, taxes like service tax, turnover tax/VAT or any other levies/taxes imposed by the Central or State Government or any authorities.
  - (c) Gas supply arrangement including equipment shall be provided directly by the suppliers to be appointed by the Maintenance Agency/Association of Flat Buyers for which deposits/costs, if any, shall be borne proportionately by the Buyer.
4. (a) The Buyer has paid a sum of Rs. 6,24,777/- (Rupees Six lacs twenty four thousand seven hundred and seventy seven only) towards basic price at the time of booking, the receipt of which sum the Developers do hereby acknowledge. The Buyer agrees to pay the remaining basic price in the manner indicated in Annexure - I. The Buyer has opted for Payment Plan A of Annexure - I.
- (b) The Buyer shall make all payments through Account Payee Cheques/Demand Drafts in favour of "PARSVNATH DEVELOPERS LTD.," payable at Delhi/New Delhi.
5. (a) Timely payment of the instalments/amounts due shall be of the essence of this Agreement. If payment is not made within the period stipulated and or the Buyer commits breach of any of the terms and conditions of this agreement, then this agreement shall be liable to be cancelled. In the eventuality of cancellation, earnest money being 15% of the basic price would be forfeited and the balance, if any, would be refundable without interest. On cancellation of the agreement, the Buyer shall also be liable to reimburse to the Developers the amount of brokerage paid, if any, by the Developers towards the booking of the Flat. In any case, all the dues, whatsoever, including interest, if any, shall be payable before taking possession of the Flat.

V. O. Singh  
Buyer



for Parsvnath Developers Ltd.

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- (b) In exceptional circumstances, the Developers may, in their sole discretion, condone the delay in payment by charging interest at the rate of 24% per annum on the amounts in default. In the event of the Developers waiving the right of forfeiture and accepting payment with interest, no right, whatsoever, would accrue to any other defaulting Flat Buyers.
- (c) Demand Notice by the Developers to the effect that a sum has become due shall be final and binding. In case of time bound installment plan, service of notice shall not be required but the Developers may at their discretion issue call notices.
6. The Basic Price of the Flat and provision for other charges in respect of the Flat have been fixed keeping in view the normal practices, conventions and the statutory requirements as of date. Should at any time hereafter, either by statutory requirement or otherwise, it become necessary to provide for any further equipment/facilities etc. or there be any demands or levies by any authorities then the cost of such additional provisions, installations, demands of levies, taxes like service tax, turn over tax, VAT or other taxes imposed by Central and/or State Government or any authorities shall be charged additionally, proportionate to the area of the Flat.
7. (a) Super area shall mean and include the covered area, balconies, cupboards, lofts plus proportionate common areas such as projections, corridors, passages, stair cases, underground/overhead water tanks, mummies, entrance lobbies, electric sub station, pump house, shafts, guard rooms, club, lifts, lift rooms and other common facilities etc. The covered/built up area of the Flat shall include entire carpet area, areas under internal circulation, internal walls, proportionate area under external walls, areas under balconies, lofts, cupboards etc. The method of calculation of saleable/super built up area as stated herein shall be final and bindings upon the parties.
- (b) Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable/super area of the Flat, it is made clear that it is only the covered area of the Flat to which the Buyer shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive title thereon to the Buyer.
- (c) The Buyer of the Top Floor Flat/Pent House shall have the right of exclusive user of part of the terrace as attached to the Flat excluding the area meant for common services and facilities like water tanks, antennas etc. which shall always be open to

H. D. Singh  
M. H. Khan  
Buyer



For Parsvnath Developers Ltd.  
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Developers



approach by the Developers/their nominees, the maintenance agency, for maintenance, repair and replacement etc. The entire area of the terrace shall be open to all the other Flat Buyers/Occupants in cases of any emergencies. The Buyer of the top floor flat shall not have the right to cover the terrace attached to the Flat or to put up any temporary or permanent structures thereon. This right of user of terrace shall be subject to provisions of the Haryana Apartment Ownership Act and/or any other laws.

- (d) The Buyer of ground floor flat may be allocated some open area by the Developers on the ground floor exclusively for maintenance as green on the terms and additional charges as may be decided by the Developers. This shall be subject to provisions of the Haryana Apartment Ownership Act and/or any other laws.
8. (a) The Buyer has seen the drawings and building plans displayed in the office of the Developers showing the proposed Buildings on the project land and the same may be changed at the instance of the sanctioning authorities /Architects or the Developers during the course of construction or otherwise and the Buyer hereby gives his consent to such change, modification etc. The broad specifications of construction are annexed hereto as Annexure - II and shall include their equivalents.
- (b) The area of the Flat agreed to be sold is provisional. If during the course of construction or otherwise the number of the Flat or its area or location changes, the final re-allocation will be done by the Developers whose decision shall be final and binding on the Buyer and the Buyer will have no claim on this account except that the price would be payable on the basis of the revised area of the Flat. In case for any reasons the whole or any part of the project is abandoned and/or the Flat agreed to be sold herein is deleted and by reasons thereof the Developers are not in a position to give possession of the Flat, the Buyer shall have no claim of any kind, whatsoever, against the Developers except to the refund of the amount paid with simple interest at the rate of 12% per annum till the date of refund.
9. The Buyer has fully satisfied himself about the entitlement of the Developers to enter into this Agreement and has understood all obligations in respect thereof and that there will be no more investigation or objection by the Buyer in this regard.
- 10 (a) Construction of the Flat is likely to be completed within a period of thirty six (36) months of commencement of construction of the particular Block in which the Flat is

d. a. Singh  
Buyer



For Parsvnath Developers Ltd.

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located, with a grace period of six (6) months, on receipt of sanction of building plans/revised building plans and approvals of all concerned authorities including the Fire Service Deptt., Civil Aviation Deptt., Traffic Deptt., Pollution Control Deptt., as may be required for commencing and carrying on construction subject to force majeure, restraints or restrictions from any courts/authorities, non-availability of building materials, disputes with contractors/work force etc. and circumstances beyond the control of the Developers and subject to timely payments by the Flat Buyers in the Scheme. No claim by way of damages/compensation shall lie against the Developers in case of delay in handing over possession on account of the said reasons. The date of submitting application to the concerned authorities for issue of completion/part completion/occupancy/part occupancy certificate of the Complex shall be treated as the date of completion of the Flat for the purpose of this clause/agreement.

- (b) The Developers on completion of construction shall issue a final call notice to the Buyer, who shall remit all dues within 30 days thereof and take possession of the Flat. The Buyer shall be liable for payment of all taxes, levies, outflows, maintenance charges from the dates these are levied/made applicable irrespective of the fact that the Buyer has not taken possession of the Flat or has not been enjoying benefit of the same.
  - (c) In case of delay in construction of the Flat beyond the period as stipulated subject to force majeure and other circumstances as aforesaid under sub-clause (a) above with a grace period of 6 months, the Developers shall pay to the Buyer compensation @ Rs. 107.60 (Rupees One hundred seven and paise sixty only) per sq. meter or @ Rs. 10/- per sq.ft. of the super area of the Flat per month for the period of delay. Likewise, if the Buyer fails to settle the final account and to take possession of the Flat within 30 days from the date of issue of the final call notice/offer to hand over possession by the Developers, the Buyer shall be liable to pay to the Developers holding charges @ Rs. 107.60 per sq. meter or @ Rs. 10/- per sq.ft. of the super area of the Flat per month on expiry of 30 days notice.
  - (d) Upon taking possession of the Flat the Buyer shall not be entitled to put forward any claim against the Developers in respect of any item of work in the Flat which may be alleged not to have been carried out or completed or for any other reason whatsoever.
- 11 (a) The Conveyance Deed of the Flat as well as the proportionate undivided share of the land underneath as permissible as per applicable laws shall be executed in favour of the Buyer by the Developers. All costs of stamp duty, registration fee and other

U. D. Sniab  
Buyer



For Parsvnath Developers Ltd.  
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Developers



miscellaneous/incidental expenses for execution and registration of the Conveyance Deed of the Flat shall be borne and paid by the Buyer.

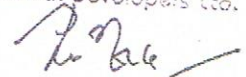
- (b) The Buyer shall have no specific right in the land under the Scheme except the undivided / unidentified rights in land proportionate to the area of the Flat herein agreed to be sold and the necessary easementary rights pertaining thereto.
12. (a) Except for the Flat herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in the proposed buildings in the Scheme shall continue to vest in the Developers.
- (b) The Buyer agrees that in case during the course of construction and/or after the completion of the Building(s) in the Scheme, further construction on any portion of the land or building or on the terrace becomes permissible, the Developers shall have the exclusive right to take up or complete such further construction as belonging to the Developers notwithstanding the designation and allotment of any Common Areas as Limited Common Areas with any Flat or otherwise. It is agreed that in such a situation the proportionate share of the Buyer in the Common Areas and facilities and Limited Common Areas and facilities shall stand varied accordingly without any claim from the Buyer.
13. The Buyer shall not be entitled to transfer his rights in the Flat under this Agreement to any third party or to get his name substituted by another person without the consent of the Developers. Administrative charges as prescribed by the Developers from time to time will be paid by the Buyer at the time of transfer. Any change in the name of the Flat Buyer (including addition/deletion) as registered with the Developers will be deemed as transfer for this purpose. Claims, if any, between transferor and transferee as a result of subsequent reduction in the area of the Flat or its location or otherwise will be settled between transferor and transferee and the Developers will not be a party to this or be liable for the same. The transferee and all subsequent transferees shall be bound by the terms of this Agreement.
14. (a) The Buyer agrees to abide by the provisions of Haryana Development & Regulation of Urban Areas Act, 1975, the rules framed thereunder and all other Laws, Bye-laws, Rules and Regulations of DTCP, the Haryana State Government, the Local Bodies and conditions of the Licences/and Agreements governing or relating to the Flat/ Scheme and shall be responsible/liable for all defaults, violations or breaches of any

A. D. Singh  
Anil Kumar

Buyer



For Parsvnath Developers Ltd.

  
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Developers



of the conditions or rules and regulations. The Buyer also agrees to abide by the terms of the Haryana Apartment Ownership Act.

- (b) The Buyer shall keep the Flat in good repair at all times and shall not make any additions/alterations in the Flat without permission from the Developers and concerned authorities, or cause damage to or nuisance in the Flat or the Complex in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Buyer, then all necessary permissions from the authorities, if required, will be obtained by the Buyer directly at his own cost.
  - (c) The Buyer shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging of clothes etc. in the common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics. The Buyer shall also not display or exhibit any picture, poster, statue or other articles which are repugnant to the morals or are indecent and immoral.
  - (d) The Buyer shall not use the Flat or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other flats or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Flat which may tend to cause damage to any flooring, ceiling or walls of any other flat/floor or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Buyer shall also not store any hazardous materials in the flat.
15. (a) The Developers and/or their nominees shall look after the maintenance and upkeep of the common areas and facilities in the Complex until these are handed over to an agency nominated by the Developers or a Body Corporate or Society or Association of the Buyers constituted under the Haryana Apartment Ownership Act. The Buyers shall pay maintenance charges as may be determined by the Developers or its nominee/maintenance agency from time to time. Delay in payment of maintenance charges will make the Buyer liable for interest @ 24% per annum. Non-payment of the charges within the time specified may also dis-entitle the Buyer to the enjoyment of common services and facilities such as watch and ward, water, electricity, lifts. The Developers and/or their nominees shall have the option to withdraw themselves from the maintenance arrangement and to hand over the same to an Association of the Buyers. The Buyer agrees to sign a separate Maintenance Agreement with the

U. D. Singh  
Anita Hosen  
Buyer



For Parsvnath Developers Ltd.

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Developers or their nominee Maintenance Agency before taking possession of the Flat incorporating inter alia the said terms. The Buyer agrees and consents to the arrangement herein.

- (b) The Buyer agrees to pay contribution @ Rs. 0.25 per sq.ft. per month of super area of the Flat to maintain a Replacement /Sinking Fund. As and when any plant & machinery installed in the Complex including but not limited to electric sub-stations, pumps, lifts, fire fighting equipment, gensets, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc., the cost thereof shall be met from out of the said replacement/sinking fund. In case the funds available in the said Replacement / Sinking Fund may not be sufficient to meet the contingency at any time then the Buyer shall contribute necessary funds proportionate to the super area of the Flat, to meet the requirements of such contingency. The Developers or the maintenance agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Buyer agrees to abide by the same. The Developers shall be under no obligation to carry out major repairs or replacements of equipments/installations if funds are not available in the replacement/sinking fund or these are not contributed by the Buyer(s) when required.
- (c) So long as the maintenance and replacement charges are paid regularly, as provided in these presents, the Buyer or anyone else lawfully claiming under him, shall be entitled to user of common facilities. In default of such payments, it shall not be open to the Buyer to claim user of any right of the common facilities and the Developers or their nominees, in their sole discretion, shall be entitled to stop the user of such common facilities by the Buyer/Occupiers of the Flat. The user of such common facilities shall be permitted as soon as the breach is rectified.
- (d) Watch & Ward arrangements are proposed to be provided in the Complex as part of maintenance. Accordingly, the Developers /Maintenance Agency shall have a free hand to restrict the entry of outside persons into the Complex. The provision of such watch & ward services would not create any liability of any kind upon the Developers /Maintenance Agency for any mishap resulting at the hands of any miscreants.
- (e) The structures of the buildings/complex together with installations of equipments for common areas and facilities shall be got insured by the Maintenance Agency and proportionate premium for the same shall be paid by the Buyer alongwith the bills of

U. D. Singh

Buyer



For Parsvnath Developers Ltd.

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maintenance charges. The insurance of goods and articles inside the Flat shall be responsibility of the Buyer.

- (a) A Recreation Club is proposed to be provided in the Complex. The Buyer shall be made a member for which no membership fee will be charged. The membership shall be compulsory. However, on the Club becoming functional, the Buyer shall pay charges as prescribed from time to time for use of the Club and for the services provided which shall include service tax and any other taxes as may be levied by any authorities. In order to ensure that the club is maintained properly functional for the benefit and enjoyment of the Buyers, a minimum inflow of funds is essential and the Buyer accepts the same. Therefore, the Buyer agrees to pay user fee of the club as may be prescribed and demanded by the Management of the club irrespective of the fact that the Buyer has not been availing of any user of the club. The Buyer agrees to pay such user charges in advance to the Developers for the first one year of commencement of operations of the club, at the time of taking possession of the flat. Thereafter such charges shall be payable quarterly against bills to be raised by the club management/operating agency. The Buyer agrees to abide by the rules and regulations formulated by the Developers or its nominee(s) for proper management of the Club.
- (b) The Club shall be managed by the Developers or its nominee(s). The Buyer shall not interfere in the same. The Buyer shall be entitled to avail of the facilities/services provided by the Club as per its rules and regulations and on payment of such service charges as may be prescribed from time to time.

17. The Buyer shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Flat irrespective of the fact that the Buyer has not taken over possession or has not been enjoying the benefit of the Flat. Till the Flat is individually assessed to property tax or any other charges as aforesaid by the authorities, the Buyer shall be liable to pay to the Developers on demand, such taxes/charges whether levied now or in future on the land/buildings of the Complex, proportionate to the area of the Flat. Apportionment of such taxes, charges, levies by the Developers or their nominees shall be conclusive and binding upon the Buyer.

18. The Developers shall have the right to raise finance from any Bank/Financial Institutions/Body Corporate and for this purpose to create charge/equitable mortgage

U. D. Singh  
Buyer



For Porsvath Developers Ltd.

*[Signature]*

Authorised Signatory

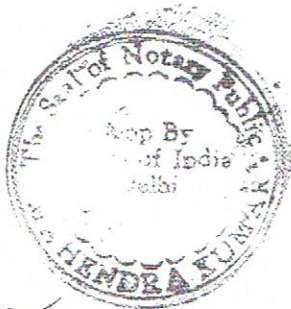
Developers



on the land or the proposed built-up area in favour of one or more financial institutions and for such an act the Buyer shall not have any objection and the consent of the Buyer shall be deemed to have been granted for creation of such charge during the construction/development of the Complex. Notwithstanding the foregoing, the Developers shall ensure to have any such charge, if created, vacated on completion of the Complex and, in any case, before transfer/conveyance of the title of the Flat to the Buyer.

- 19 The Buyer agrees to furnish his Permanent Account Number if an Income Tax assessee, or Form 60/61, as the case may be, within a period of 30 days from the date of execution of this Agreement, if not furnished earlier.
20. The Buyer, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act and other applicable laws including that of remittance or payment(s) and obtaining permission as prescribed by the law for acquisition of the Flat. The Developers will not be responsible or liable for any concealments or violations in this respect by the Buyer.
- 21 The Buyer has got his complete address, as recorded above, registered with the Developers at the time of booking and it shall be his responsibility to inform the Developers by registered post about all subsequent changes, if any, in his address failing which all call notices and letters posted through registered post at the address first registered with the Developers shall be deemed to have been received by the Buyer at the time when those should normally reach at such address and the Buyer shall be responsible for any default in payment and other consequences that might accrue therefrom.
- 22 It is expressly agreed between the parties that the Buyer shall not be entitled to assail this Agreement on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.
- 23 This Agreement shall be subject to the jurisdiction of Courts at Delhi or at Gurgaon only.

*M. O. Singh*  
*Ana Hasan*  
Buyer



For Parsvnath Developers Ltd.

*[Signature]*  
Authorised Signatory

Developers



SCHEDULE OF LAND

Piece and parcel of Land measuring 23.815 acres comprised in Khasra Nos. 1916 (1-4-0), 1917 (2-9-0), 1918 (1-9-0), 1925 (0-8-0), 1929 (3-18-0), 1930/1 (0-9-13), 1930/2 (0-11-7), 1931 (0-16-0), 1933 (0-14-0), 1935 (1-5-0), 1936/2 (1-4-0), 1937/2 (0-5-14), 1939 (1-9-0), 1940 (1-13-0), 1941 (1-0-0), 2403/1 (1-0-9), 2405/2 (0-4-0), 2406 (1-0-0), 2408(1-1-0), 2412/2 (0-8-5), 2413/1 (0-5-12), 2414 (0-9-0), 2415 (1-1-0), 2416(0-9-0), 2417(0-11-0), 2418(0-19-0), 2419(1-4-0), 2421(1-0-0), 2424(0-5-0), 2425(0-6-0), 2426(0-9-0), 1944(1-10-0), 1945(0-5-0), 1948/1(1-12-0), 1949(2-19-0) 1950/1(1-14-0), 1949/1(0-1-1), 1960/2(0-4-0) of village Wazirabad, Tehsil and District Gurgaon, Haryana.

In witness whereof, the parties hereto have set their hands to this Agreement on the day, month and year first above written in the presence of witnesses.

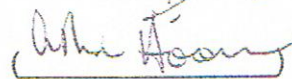
WITNESSES :

for Parsvnath Developers Limited

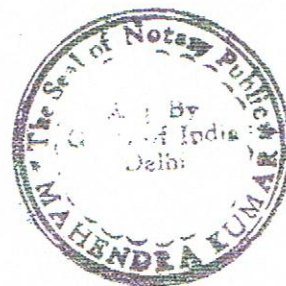
1. SHALIKA  
90, Parsvnath Developers Ltd;
2. N. Delhi



Authorised Signatory  
Developers

U. D. Singh  
  
Buyer

ATTESTED  
  
NOTARY PUBLIC  
DELHI (INDIA)





PLAN A : DOWN PAYMENT PLAN (WITH 10% REBATE)

At the time of booking/allotment .....	15%
Within 45 days of booking/allotment.....	70% + PLC+ Car Parking
At the time of offer of possession .....	5%

PLAN B: CONSTRUCTION LINKED PAYMENT PLAN

At the time of booking/allotment .....	15%
Within 45 days of booking/allotment.....	10% + Car Parking
On Start of Foundation .....	7%
On Start of Basement Roof Slab .....	7%
On Start of First Floor Roof Slab .....	7%
On Start of Third Floor Roof Slab .....	7%
On Start of Fifth Floor Roof Slab .....	7%
On Start of Seventh Floor Roof Slab .....	7%
On Start of Ninth Floor Roof Slab .....	7%
On Start of Eleventh Floor Roof Slab .....	7%
On Start of Top Floor Roof Slab .....	7%
On Start of Internal Plaster .....	7%
At the time of offer of possession .....	5%

PLAN C : TIME LINKED PAYMENT PLAN

At the time of booking/allotment .....	15%
Within 45 days of booking/allotment.....	10% + car parking
10 quarterly installments of 7% each starting from 3 <sup>rd</sup> month from the date of booking/allotment .....	70%
At the time of offer of possession .....	5%

Note : PLC to be paid in Payment Plan B&C along with Basic Cost.

A. O. Singh  
Buyer

For Parsvnath Developers Ltd.  
Authorised Signatory

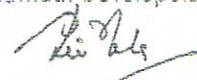
Developers



SPECIFICATIONS

<b>Structure</b>	Earthquake resistant structure	
<b>Living/Dining/Lobby</b>	<b>Floor</b>	- Imported Marble.
	<b>Walls</b>	- Acrylic emulsion paint.
	<b>Ceiling</b>	- Oil bound distemper and POP moulding & Cornice.
<b>Bedroom</b>	<b>Floor</b>	- Imported Laminated Wooden flooring.
	<b>Walls</b>	- Acrylic emulsion paint on POP punning.
	<b>Ceiling</b>	- Oil bound distemper and POP moulding & cornice.
<b>Doors</b>	<b>Internal door</b>	- Painted Hardwood Frame with Painted Moulded Skin Doors.
	<b>Entrance doors</b>	- Veneered and polished flush shutter/Moulded Skin Door.
	<b>Hardware</b>	- Shutter hinges in brass. All other hardware in brass. All doors except those in Toilets & Kitchen to be provided with a mortice lock.
<b>Windows</b>	Aluminum anodized windows with sliding glass shutter.	
<b>Air Conditioning</b>	Split Air conditioners in drawing/dining and all bed rooms.	
<b>Toilets</b>	<b>Walls</b>	- Combination of one or more of Vitrified Tiles/Ceramic Tiles/Marble/Stone/Mirror/Acrylic Emulsion.
	<b>Floor</b>	- Combination of one or more Vitrified Tiles/Ceramic Tiles/Marble/Stone
	<b>Counters</b>	- Marble/Granite.
	<b>Fittings/Fixtures-</b>	Jacuzzi in Master Bedroom. Single lever C.P. Fittings, Wall hung WC Exhaust Fan. Convention fittings and Indian WC in servant's toilet.

For Parsvnath Developers Ltd.



Authorised Signatory

Buyer

Developers



**Kitchen**

**Modular Kitchen**

- Walls** - Ceramic tiles upto 2'.00" above counter and Oil bound distemper in the balance area.
- Floor** - Combination of one or more of Vitrified Tiles/ Ceramic tiles, Marble/Stone floor.
- Counter** - Polished Counter with top.
- Fitting/Fixtures** - CP fittings, double bowl stainless steel sink with drain, Exhaust fan.

**Balcony**

- Floor** - Combination of one or more of Indian Marble/ imported marble/Terrazzo/Stone Tiles Walls & Ceiling - Textured Paint.

**External Finishes**

Textured Finish

**Servant Room**

- Floor** - Terrazzo/Ceramic Tiles.
- Walls** - Oil bound distemper.
- Ceiling** - Dry distemper.

**Electrical Fixtures**

Lights, Fluorescent tubes in all Bedrooms, Drawing/Dining Room.

**Electrical Work**

Electrical work with copper wires in concealed PVC conduits, Provision shall be made for sufficient lighting & power points. Switches & Sockets. Telephone & TV points in each Bedroom, Drawing/Dining Room.

**Security System**

Video phones & Access Control CCTV for basement and Entrance lobby at Ground Floor.

**Drinking Water Supply**

Through individual R.O. Plant.

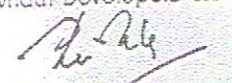
**Gas Supply**

Provision for Piped gas supply.

**Connectivity**

Broadband Internet Connectivity.

For Parsvnath Developers Ltd.

  
Authorised Signatory

Buyer

Developers



**ENDORSEMENT**

1. I/We, hereby assign all the  
rights and liabilities  
under this Agreement in  
favour of:

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I/We hereby accept all  
the rights & liabilities  
under this Agreement  
assigned in my/our  
favour by:

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TRANSFEROR

TRANSFeree

**The above Transfer is hereby confirmed.**

**For Parsvnath Developer Ltd.**

**Authorised Signatory**

Date : \_\_\_\_\_



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TRANSFeree

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**For Parsvnath Developer Ltd.**

**Authorised Signatory**

Date : \_\_\_\_\_