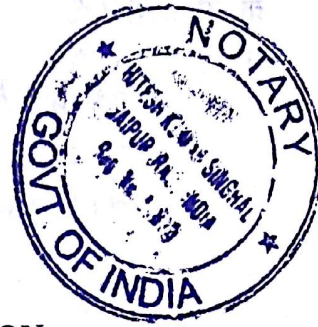




AFFIDAVIT CUM DECLARATION

I **YOGESH DHANUKA S/o Shri GIRISH CHANDRA DHANUKA**, aged 41 years, R/o HE-376, Dashrath Marg, Hanuman Nagar Ext., Sirsi Road, Jaipur, duly authorized by M/s Dhanuka Realty Ltd., promoter of the proposed project do hereby solemnly declare, undertake and state as under:-

- 1) That Agreement for Sale for the project **SUNSHINE ADITYA** has been prepared on the basis of substance of the performa of Agreement for Sale provided under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("**Rajasthan RERA Rules**") by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of Real Estate(Regulation and Development) Act, 2016. ("**RERA**") and Rajasthan RERA Rules.
- 2) We undertake that such additions/amendments are not contrary to the provisions of Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and Rajasthan RERA Rules.
- 3) That if any clause or portion of the Agreement for Sale is declared to be in violation of the RERA and Rajasthan RERA Rules, the same shall be deemed to be non-existent.

For Dhanuka Realty Limited
[Signature]
Director
Deponent

Verification

I, **YOGESH DHANUKA S/o SHRI GIRISH CHANDRA DHANUKA**, aged 41 years, R/o HE-376, Dashrath Marg, Hanuman Nagar Ext., Sirsi Road, Jaipur, do hereby verify that the contents in para No. 1 to 3 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me on this 26th day of September, 2017.

ATTESTED

[Signature]
NOTARY PUBLIC
JAIPUR (RAJ.) INDIA

27 SEP 2017

For Dhanuka Realty Limited
[Signature]
Director
Deponent

क्र. सं. 1699 12 1 SEP 2017

मुद्रांक 50 / 2015

प्रेषक Dhanuka Realty Ltd.

पि. C-212, 213, Gautam Marg, Hanuman Nagar,

प. Vaishali Nagar, Faridpur,

मुद्रांक का नाम Affidavit Balveer

12 1 SEP 2017

सोमेश चंगोत्रा

ला. स्टाम्प धिक्कता 67/15

खातीपुरा तिराहा, जयपुर

हस्ता. मुद्रांक प्रेषक 21/17

राजस्व विभाग का मुद्रांक 1800 के अन्तर्गत	
1. नाम	सोमेश चंगोत्रा
2. पता	खातीपुरा तिराहा, जयपुर
3. मुद्रांक	50
4. दिनांक	12/09/2017
5. अन्य	10

(Draft)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Jaipur on this ____ day of ____ Two thousand and ____.

BY AND BETWEEN

Dhankua Realty Ltd. (CIN No.U45201RJ2008PLC025705), a public limited company incorporated under the provisions of Companies Act, 1956 and existing under the provisions of Companies Act, 2013, (PAN No. AALCS5610A), having its registered office at 5th Floor, The Solitaire, C-212 & C-213, Gautam Marg, Hanuman Nagar, Jaipur, through its authorised representative Mr. Yogesh Dhanuka S/o Girish Chandra Dhanuka, duly authorised vide board resolution dated 09/03/2017 [hereinafter referred to as the "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and permitted assignee(s)].

AND

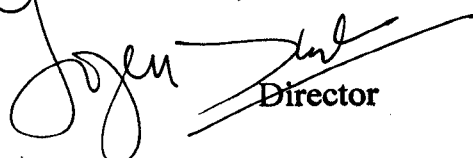
Mr./Ms./Mrs. _____ (Aadhar No. _____),
Son/Daughter/Wife of Mr. _____, R/o _____ (PAN
_____) jointly with Mr./Ms./Mrs. _____,
Son/Daughter/Wife of Mr. _____, R/o _____ (PAN
_____) ; hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees).

The "**Promoter**" and the "**Allottee(s)**" shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**"

INTERPRETATIONS/DEFINITIONS

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
 - b) "**APPLICABLE LAWS**" shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Regulations, Real

For Dhankua Realty Limited


Director

(Draft)

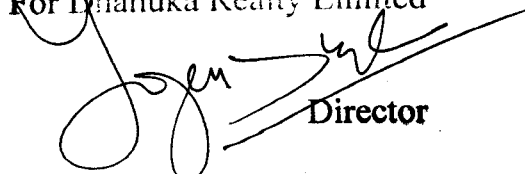
Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.

- c) **"APARTMENT"** shall mean a flat/unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- d) **"AUTHORITY"** shall have the meaning ascribed in Recital.
- e) **"BROCHURE"** means brochure depicting details and specifications of the Project (defined herein below) as circulated by the Promoter at the time of booking of Apartment.
- f) **"APPROVED PLANS"** shall mean the plans and designs of Project constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- g) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);

"Built-Up Area" : Means the Sum of Area of the apartment which shall include area encompassed within the walls of apartment, all balconies, whether covered or uncovered and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken into consideration for calculating the built up Area.

- h) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean such common areas, facilities, equipments and spaces in the Project, which are meant for common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule- D** attached hereto.

For Dhanuka Realty Limited



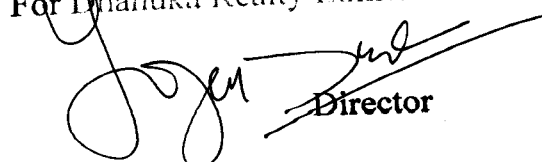
Director

(Draft)

- i) **"CONVEYANCE DEED"** in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement
- j) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- k) **"MAINTENANCE ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, of the allottees of Apartments in the Project, which shall be formed for the management/maintenance of Common Area and Facilities of the Project.
- l) **"OFFER LETTER"** shall have the meaning ascribed under Clause 6.2 of this Agreement;
- m) **"PARA"** means Para of this Agreement;
- n) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement.
- o) **"PROJECT"** shall mean a group housing project being constructed and developed upon Scheduled Land as per Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as **"Sunshine Aditya"** having basement, stilt & 12 floors.
- p) **"REGULATION"** means regulations made under the Act;
- q) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- r) **"SCHEDULE"** means the Schedule attached to this Agreement;
- s) **"SECTION"** means the section of the Act. **"Super Built-up Area"** shall mean & include Build-up Area and the proportionate area occupied by the common areas and facilitate.
- t) **"SCHEDULED LAND"** shall have the meaning ascribed in Recital and more particularly detailed in Schedule-A.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or JDA Act, 1982 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

For Dhanuka Realty Limited


Director

WHEREAS THE PROMOTER DECLARES THAT:

- A. A patta (lease deed for local bodies) dated 25.02.2014 bearing no. 4038 was issued/executed by Jaipur Development Authority (“JDA”) in favour of **Hedone Designs Limited**, a company incorporated under the provisions of Companies Act, 1956, in respect of plot of land admeasuring 2348 sq. mtr. corresponding to khasra nos. 1868/2, 1868/3, 1868/4, situated at Sirsi Village, Jaipur (more particularly detailed in Schedule-A attached hereto and hereinafter referred to as “**Scheduled Land**”), which was registered with Sub-Registrar-Jaipur (III) on 22.03.2014 at Book No. 1, vol. no. 499, page no. 7, serial no. 2014053002422 and additional book no. 1, vol. no. 2018, page no. 47 to 55.
- B. Mr. Prashant Gupta S/o Shri Gopal Prasad Gupta, R/o Plot No.1, Vidhyut Nagar A, Ajmer Road, Jaipur (“**Prashant Gupta**”) purchased the Scheduled Land from Hedon Designs Ltd. vide sale deed dated 17.02.2016, which was registered with Sub-Registrar-Jaipur (III) on 18.02.2016 at Book No. 1, vol. no. 1012, page no. 113, serial no. 201603016101517 and additional book no. 1, vol. no. 4035, page no. 220 to 231.
- C. The Promoter i.e. Dhanuka Realty Ltd., purchased the Scheduled Land from Prashant Gupta vide sale deed dated 20.09.2016, which was registered with Sub-Registrar-Jaipur (VII) on 20.09.2016 at Book No. 1, vol. no. 384, page no. 13, serial no. 201603021106777 and additional book no. 1, vol. no. 1534, page no. 203 to 215.
- D. Accordingly, the Promoter became the absolute owner of the Scheduled Land and has legal title to the Scheduled Land with legally valid documents. Further, the Promoter is in the lawful possession of the Scheduled Land and the Scheduled Land is free from all encumbrances.
- E. The Scheduled Land is earmarked for the purpose of development of a residential housing building comprising of Apartments and Common Areas and Facilities of the Project to be known as “Sunshine Aditya”.
- F. The Promoter has planned and is in the process of constructing and developing Project upon the Scheduled Land after getting necessary permissions/approvals from competent authorities. The location details of the Project being developed upon Scheduled Land is fully described in **Schedule A**.
- G. The Project has been registered with the Real Estate Regulatory Authority (“**Authority**”) on dated _____ and the project registration certificate no. is _____. This registration is valid for a period of _____ years unless renewed by the Authority.
- H. The following approvals and sanctions have obtained in respect of the Project:

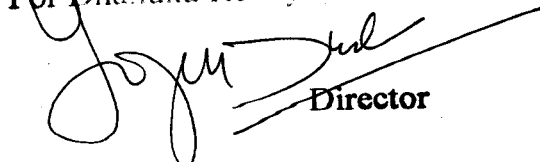
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- i. Commencement certificate to develop the Project granted by JDA vide its letter no. 2150 dated 22/09/2017.
 - ii. The Airport Authority of India has also granted NOC bearing No. JAIP/NORTH/B/02916/179075 dated 29/10/2016 for height clearance for the Project.
- I. The details of salient features of the Project the have been specifically provided in **Schedule- B** attached hereto.
- J. The Promoter has opened a separate account in M.I.Road branch of Jaipur Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- K. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Scheduled Land on which the Project is being developed have been completed.
- L. The Allottee(s), being aware of the Project and details given above as well as in the Brochure has applied for allotment and purchase of an Apartment in the Project *vide* booking/application form no. _____ dated _____ (**"Booking Form"**). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as **"Booking Amount"**) as an advance payment / booking amount and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in Schedule-E) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- M. The Promoter has allotted following Apartment in the Project to the Allottee(s):
- (i) Apartment No. _____;
 - (ii) Floor No. _____;
 - (iii) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
 - (iv) Built-up Area _____;
 - (v) Super Built-up Area _____

(The layout plan of the said Apartment is annexed herewith as **Annexure- III** and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the **"Unit"**).

Note: Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super Built-up Area basis. It is now very difficult for the allottee(s) to compare between the units sold on Super Built-up Area and Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super

For Dhanuka Realty Limited


Director

(Draft)

Built-up Area of the unit is being provided. Super Built-up Area has no commercial bearing. Consideration of the Unit is not dependent on Super Built-up Area of the Unit.

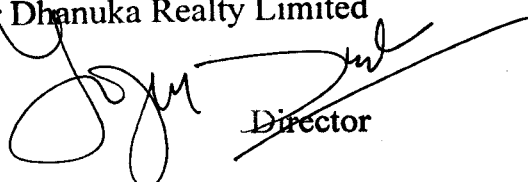
- N. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee(s) hereby agrees to purchase the Unit.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.
- 1.2 The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only) (hereinafter referred to as "**Basic Sale Consideration of Unit**").
- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "**Additional Payments**"):
- a) Maintenance charges as per clause 9.1:
 - b) Service Tax/GST:
 - c) Insurance of Scheduled Land and Project:
 - d) Stamp Duty and Registration Charges.
- 1.4 The Basic Sale Consideration Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the

For Dhanuka Realty Limited



Director

(Draft)

Allottee(s). Further, the Basic Sale Consideration above does not include upfront maintenance charges, which shall determined by the Promoter on actual basis and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Maintenance Association after obtaining the completion certificate of Project. Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification/introduction.

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule - E** attached hereto ("**Payment Plan**") and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein.
- 1.6 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time.
- 1.7 As mentioned in para L above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) out of the Total Payable Amount of Rs. _____/- (Rupees _____ only) and the Allottees(s) agrees and undertakes to pay the balance amount of Rs _____/- (Rupees _____ only) of the Total Payable Amount strictly in accordance with the **Payment Plan**.
Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest computed as per the Interest Rate.
- 1.8 The Promoter shall not make any additions and alterations in the Approved Plans and specifications in respect of the Unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered Post on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.
Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

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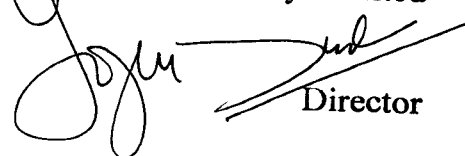
- 1.9 Subject to clause 8.3, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Unit.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Project. Since the share/ interest of Allottee(s) in the Common Areas and Facilities of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Project along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Project to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Unit includes recovery of price of Scheduled Land.
- 1.10 The Promoter has earmarked ____ parking space of the Allottee(s) at _____. The allottee will be allotted exact parking no at the time of Possession of the unit so that proper management and utilization of parking area of the Project can be done.
- 1.11 The Allottee(s) agrees and understands that except as expressly provided in para M herein-above, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws.
- 1.12 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.13 That the Project shall always be known as "Sunshine Aditya" and the name of the Project shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Dhanuka Realty Ltd.** payable at Jaipur. The receipt would be valid only after realization of

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For Dhanuka Realty Limited



Director

(Draft)

the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) hereby authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

4. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and as extended as per the Applicable Laws with the Authority.

5. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws. The Promoter and allotter shall not have an option to make any variation/ alteration/ modification in the Approved Plans.

6. CONVEYANCE AND POSSESSION OF SAID UNIT:

6.1 Schedule for possession of the Unit – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) is the essence of the Agreement. The Promoter assures to handover possession of the Unit on or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the Project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition.

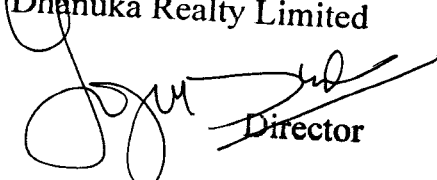
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6.2 Procedure for execution of Conveyance Deed of the Unit and taking possession- The Promoter, within 30 days of obtaining the completion certificate from the competent authority, shall *vide* offer letter (**"Offer Letter"**) (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the Unit. The Promoter shall, subject to receipt of Total Payable Amount in respect of the Apartment as per Payment Plan and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit and also handover possession of the Unit. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession agree(s) to pay the maintenance charges as determined by the Promoter or Maintenance Association, as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

6.3 Handing Over of Common Areas and Documents; After obtaining the completion certificate it shall be the responsibility of the Promoter to handover the necessary documents and plan, including Common Areas and Facilities of the Project to the Maintenance Association and it shall be the responsibility of maintenance Association to take over common areas and facilities.

6.4 Cancellation by Allottee(s)- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act or rules. Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the Booking Amount and amount of interest paid/payable by the Allottee(s) to the Promoter as per this Agreement out of the amounts paid by the Allottee(s) and the balance shall be refunded by the Promoter to the

For Dhanuka Realty Limited



Director

(Draft)

Allottee(s) without any interest within 30 days of allotment/Sale of unit to a new buyer.

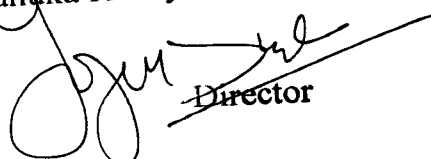
6.5 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the built up area of Unit to the built up Area of all Apartments in the Project. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land and the Promoter has the requisite rights to carry out development upon the Scheduled Land.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) The Promoter has taken project loan from bank. However the conveyance deed of said unit in deed in favour of the allottee will be executed free from all encumbrances at the time of registration of the same.
- (iv) There are no litigations pending before any Court of law with respect to the Scheduled Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (viii) At the time of registration of the Conveyance Deed of the Unit the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).

For Dhanuka Realty Limited


Director

(Draft)

- (ix) The Scheduled Land is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Scheduled Land.
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project (except the taxes mentioned in Clause 6.6 which shall be paid according to the said Clause) to the competent authorities till Completion Certificate has been issued and possession of the Unit.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property has been received by or served upon the Promoter in respect of the Scheduled Land and/or the Project.
- (xii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely:-
- (i) The Promoter fail to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 6.1 above in this Agreement or fail to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 8.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s), the Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) towards the purchase of the Unit, along with interest within forty-five (45) days of receiving the termination notice:

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Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Unit.

8.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 8.3 (i) above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per Clause 6.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

8.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 8.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 8.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 8.3(ii) the Promoter may cancel the allotment unilaterally by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 8.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 8.4 (ii); Further in case of event of

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default under Clause 8.3(iii), till the time Promoter exercise the option to terminate this Agreement they shall be entitled to (1) recover interest as per Clause 8.4 (i) and (b) recover maintenance charges from the date of issuance of Offer Letter and (c) recover holding/safeguarding charges @ 10% per month on the Total Payable Amount of the Unit and (d) taxes mentioned in Clause 6.6 (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 8.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.

(iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

8.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest within 15 days of allotment/sale of Unit to a new buyer:

- (i) The Booking Amount;
- (ii) The interest paid/payable by the Allottee(s) to the Promoter as per Clause 8.4(i) and/or 8.4 (iii), if applicable;
- (iii) The amounts payable by the Allottee(s) to the Promoter as mentioned in Clause 8.4 (iii) (b), (c) and (d) when applicable as per Clause 8.4(iii).

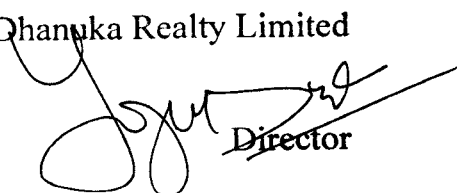
8.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

9. MAINTENANCE OF THE PROJECT:

9.1 That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with the Act, the

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For Dhanuka Realty Limited


Director

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Promoter shall maintain the Common Areas and Facilities at actual charges, mentioned in Schedule-G attached hereto.

- 9.2 That a Maintenance Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter and/or Maintenance Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the Apartments of Project shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Facilities of the Project.

- 9.3 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of the Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.

- 9.4 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all

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his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.

- 9.5 Allottee(s) shall be bound by all the terms and conditions of Bye-Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per its Bye-Laws.

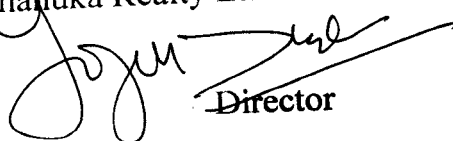
10. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or defect is due to poor maintenance and /or any damage caused due to Force Majeure shall not be covered under defect liability period. Also the warranties and guarantees given by vendors on products and material installed in the project will be directly serviced by the vendors to the allottees.

11. INDEMNIFICATION

- 11.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agree to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the

For Dhanuka Realty Limited



Director

(Draft)

Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause ____ and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause ____ and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- 11.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 11.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

12. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

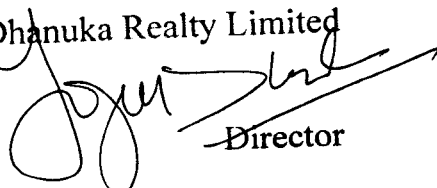
13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter / Maintenance Association shall have right of unrestricted access of all Common Areas and Facilities of the Project for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Association to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. GENRAL COMPLIANCE WITH RESPECT TO THE UNIT :

- (i) The Allottee(s) shall not be entitled to assign his rights under this Agreement to any person without prior written permission, which may be given subject to such conditions and charges, as may be decided by the Promoter.
- (ii) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- (iii) Subject to clause 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good

For Dhanuka Realty Limited



Director

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repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.

- (iv) The Allottee(s) further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building/Project or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (v) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter / Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (vi) The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- (vii) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- (viii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (ix) It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Maintenance Association

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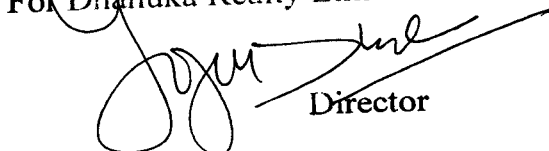
would be free to restrict and regulate the entry of visitors into the building/ Project.

- (x) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- (xi) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated.
- (xii) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Project and/or the Unit.
- (xiii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiv) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Association and/or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xv) Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter /Maintenance Association and the Promoter /Maintenance Association may permit the same subject to appropriate conditions.
- (xvi) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorser / family members of the Allottee(s), as the said obligations go along the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorser / family members of the Allottee(s) in the Unit is permissive or hostile.
- (xvii) The allottee shall strictly abide by the approved plans and shall not have an option to make any variation/ alteration/ modification in the approved plans of the unit/ building.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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Fok Dhanuka Realty Limited



Director

(Draft)

The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications, applicable to the Project.

16. ADDITIONAL CONSTRUCTIONS:

The Promoter undertake that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

17. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application/allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be forfeited.

18. 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

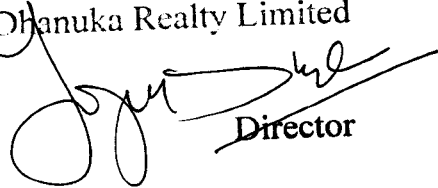
19. RIGHT TO AMEND:

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and

For Dhanuka Realty Limited



Director

(Draft)

enforceable against and by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

21. BROKERAGE:

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s), the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Unit.

22. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Promoter shall be solely entitled to refund of all amounts paid by the Promoter to various authorities in respect of the Project.

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 The Promoter may, at least its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee (s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

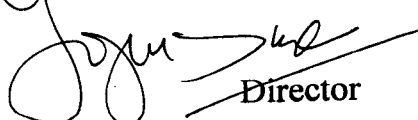
23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

24. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

For Dhanuka Realty Limited


Director

(Draft)

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the built up Area of the Unit bears to the total built up Area of all the Apartments in the Project, as the case may be.

26. 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.

27. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only after the Agreement is duly executed by the Allottee(s) and the Promoter and this Agreement shall be registered at the office of the Sub-Registrar at----- . Hence this Agreement shall be deemed to have been executed at -----.

28. NOTICES:

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered post or speed post to the party at their respective addresses specified below :-

M/s	Allottee(s)

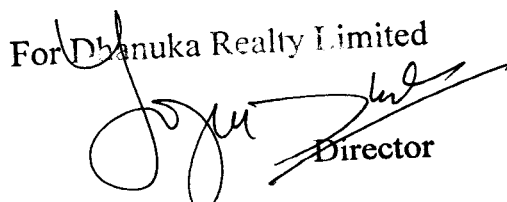
It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/ speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

29. JOINT ALLOTTEE:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee 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 Allottee(s).

30. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the right and interests of the

For  Dhanuka Realty Limited
Director

(Draft)

Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

32. Disputes:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Arbitration and Reconciliation Act, 1996.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at in the presence of attesting witness, signing as such on the day first above written.

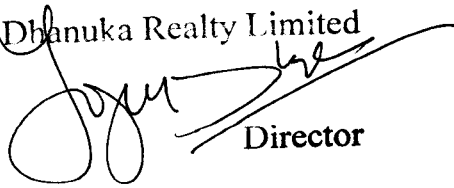
Signed and delivered by the within named Allottee(s) in the presence of witnesses on

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at on

PROMOTER
For and on behalf of M/s
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For Dhanuka Realty Limited

Director

(Draft)

SCHEDULE-A
(Description of Scheduled Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
	Total Area	

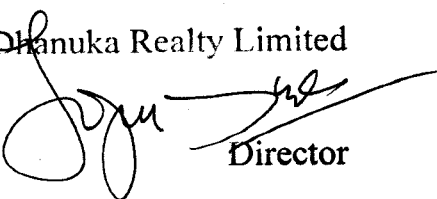
2. The piece and parcel of the plot of land in site is bounded on the: -
In North.....
In South.....
In East.....
In West.....
And measuring
North to South.....
East to West.....
3. Latitude/ Longitude of the end points of the Project
In North.....
In South.....
In East.....
In West.....
4. Other details of the location of the Project
5. Location Map

SCHEDULE-B
(Details of salient features of Project)

SCHEDULE- C
(Description of the Unit)

SCHEDULE- D
(Details of Common Areas, facilities and amenities of the Project)

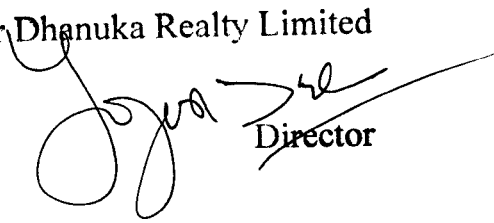
SCHEDULE- E
(Payment Details)

For Dhanuka Realty Limited

Director

(Draft)

Stage of development works and completion of Unit	Percentage of the Total Price as calculated under Term & Conditions No.	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee(s)

For Dhanuka Realty Limited


Director