***DRAFT***

***WITHOUT PREJUDICE***

**Ref. No. _____ Date:** **_____**

**ALLOTMENT LETTER**

**To,**

_____
_____
_____

**Sub :** ____ BHK Unit No. ___Floor at **"EMPYREAN - _____"** in Township "The Empyrean" Nagpur, situated at Kothewada, Th. Hingna, Dist. Nagpur, Maharashtra, India**.**

**Dear Sir/Madam,**

The Township known as "THE EMPYREAN - _____" Nagpur, situated at **120/2, KOTHEWADA, GUMGAON, HINGNA - 441122** is being developed on the land purchased by FIRE Arcor Infrastructure Private Limited (The Vendor Company).

As agreed & signed by you in the booking form No. ___ dated _____ we hereby allot you the above unit admeasuring **Unit Area of _____** and **Carpet Area _____** under construction on the following terms and conditions.

a) You shall pay us a total sum of **Rs_____ (Rupees ___ Only**) towards the basic cost of said **unit.**

b) The said amount of Rs. **_____**shall be paid in installments as under:

| | | | |
|---|---|---|---|
| 1 | Rs. | 2,00,000/- | (Rupees Two Lacs Only) As Booking Amount. |
| 2 | Rs. | _____ | (Rupees _____ Only) At the time of Agreement to Sell. (Balance of 30%) |
| 3 | Rs. | _____ | (Rupees _____Only) on completion of 1st Floor Roof Slab (10%) |
| 4 | Rs. | _____ | (Rupees _____Only) on completion of 3rd Floor Roof Slab (10%) |
| 5 | Rs. | _____ | (Rupees _____Only) on completion of 5th Floor Roof Slab (10%) |
| 6 | Rs. | _____ | (Rupees _____ Only) on completion of 7th Floor Roof Slab (10%) |

| | | |
|---|---|---|
| 7 | Rs. _____ | (Rupees _____Only) on completion of 10th Floor Roof Slab. (10%) |
| 8 | Rs. _____ | (Rupees _____ Only) on completion of Brickwork. (10%) |
| 9 | Rs. _____ | (Rupees _____ Only) on completion of External Plaster (5%) |
| 10 | Rs. _____ | (Rupees _____ Only) on completion of flooring and before handing over possession. (5%) |

(c) In addition to above, you shall also pay an amount as per following details given below:-

i. Rs. _____/- (Rupees _____ Only) As deposit for external maintenance of the township to be deposited before taking possession.
ii. Rs. _____/- As Club House Membership Charges
iii. Rs. _____/- As documentation and legal charges (Payable at the time of registration)
iv. Registration & stamp duty as applicable (Payable at the time of registration).
v. GST as applicable and to be paid as and when demanded.

(d)The unit is expected to be completed within a period of **36** months and you shall be put in possession of the allotted aforesaid unit on your paying he entire agreed consideration.

(e) The completion and transfer of the said **Unit** in Enclave by the Company is subject to the availability of cement, steel, water and other Township materials and subject to strikes, civil commotion or any act of God, such as earthquake, flood or any other natural calamity and restrictions imposed by the local or Sanctioning or District Authorities or other causes beyond the control of the Company.

(f) You have gone through the specifications / drawings / landscaping / particulars of amenities for **"_____"** and satisfied yourself for the same.

(g) You shall be required to sign and execute a Agreement to sell with the company containing terms and conditions for the sales of the said Unit No. _____ In Enclave and the terms and conditions laid down in the Agreement to sale will be binding on both parties. The Agreement to sell shall be Executed within 15 days of the request made by the company, failing which the terms of the agreement would be binding on both parties.

(h) The allotment is in accordance with the terms & conditions laid down herein and the allottee has accepted the same after reading, understanding and agreeing to the same and further undertakes to abide by the said terms and conditions.

(i) I/We agree that the area mentioned above may be subject to change due to technical reasons and the sale price shall be adjusted based on increase /decrease in the above mentioned area.

(j) The company reserve absolute right to change/revise/delete/omit any details, specification, material, design, drawing, layout, finishes etc., as they deem fit without any notice.

(k) Transfer/Change in name in respect of the dwelling unit booked by the original allottee shall be undertaken by the company only after receiving of three installments as per the payment schedule of the said unit and as per the company policy.

The standard company's Agreement to sell as required shall be drawn up and signed between us immediately after this letter of allotment.

Yours truly,

**For FIRE ARCOR INFRASTRUCTURE PVT LTD.**

**Authorized Signatory**

**I/ We Accept & confirm what is stated above**

***DRAFT***
***WITHOUT PREJUDICE***

**STAMP 3.5% Rs. _____/-**
**REGN 1% Rs. _____/-**
**MR._____, PAN – _____.**
**MOUZA- KOTEWADA**

# AGREEMENT TO SELL
# VALUED AT Rs. _____ ONLY
# (RUPEES _____ ONLY)
# MARKET VALUE Rs. 20,64,000.00 ONLY

**THIS AGREEMENT TO SELL** is made at HINGNA on this ___ day of DECEMBER 2017 **BETWEEN M/S FIRE ARCOR INFRASTRUCTURE PRIVATE LIMITED**, a Vendor Company registered under the provisions of the Companies Act, 1956, Income Tax PAN AABCF0909M, having its Registered office at 120/2, The Empyrean, Kotewada, Tahsil – Hingna and District – NAGPUR, PIN 441122, acting through its Managing Director SHRI SIDDHARTH S/o NANDLAL SARAF, Aged 48 years, Occupation – Business, Resident of "Saroj", 53, Ramdaspeth, Nagpur, Tahsil and District – NAGPUR, hereinafter referred to as the `**Vendor Company**` which expressions unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the **ONE PART**.

**AND**

1. **MR.** _____, Aged about ___ years, Occupation – _____, Income Tax PAN – _____ & AADHAAR No. _____, AND
2. **MRS.** _____**,** Aged about ___ years, Occupation- _____, Income Tax PAN – _____ and AADHAAR No. _____, jointly hereinafter, referred to as the **Allottee(s) / Purchaser(s)**, which expression unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, executors, administrators, legal representatives, successors and permitted assigns, of the **OTHER PART.**

**WHEREAS,**

A. The Vendor Company acquired right, title and interest in land measuring approximately 6,06,200 Sq. Mtrs. bearing Khasra Nos. 116, 117, 119, 120/2, 123/2, 129, 131/1-A, 131/2, 132/1, 133, 134, 136, 138/1, 2 & 3, 139/1 & 3, 140, 141/2, 143/1, 2 & 3, 143/5, 151/2, 154/1 162, 163 and 176 situated at MOUZA - KOTEWADA, Tahsil - Hingna, District – NAGPUR and is the absolute Owner and in possession of the same by virtue of duly executed and

registered Sale Deeds in its favour. The Vendor Company acquired the title of aforesaid property in the following manner:

| Sr. No. | SURVEY NO. | AREA IN HECT | RENTAL (Rs.) | REGN NO. | DATE OF REGN | NAME OF SELLERS |
|---|---|---|---|---|---|---|
| 1 | 116 | 5.74 | 23.34 | 1828 | 14-03-2008 | Shri Narayan HaribhauMuley |
| 2 | 117 | 0.87 | 3.33 | 134 | 04-01-2008 | M/s. Jagdamba Realtors Private Limited |
| 3 | 119 | 0.13 | 3.33 | 1866 | 15-03-2008 | (i) ShriDharmendraBhagwanHulke<br>(ii) ShriChandrashekharBhagwanHulke |
| 4 | 120/2 | 12.40 | 97.00 | 4463 | 25-07-2007 | ShriRanjeetDinkarraoNaik |
| 5 | 123/2 | 0.81 | 4.75 | 858 | 05-02-2008 | ShriAtulManoharraoYamsanwar |
| 6 | 129 | 0.81 | 4.34 | 128 | 04-01-2008 | (i) ShriTatyaTukaramDahake<br>(ii) ShriVishunTukaramDahake<br>(iii) ShriArunTukaramDahake<br>(iv) Shri Baba TukaramDahake<br>(v) Smt. SumanManikWandhile<br>(vi) Smt. InduDeoraoRaghatate<br>(vii) Smt. VanitaWasudeoItankar |
| 7 | 131/1-A | 0.66 | 7.75 | 6381 | 23-10-2008 | (i) Shri Abdul Kalam Abdul Rahim<br>(ii) ShriMohd. Shameel Abdul Kalam<br>(iii) ShriMohd. Jameel Abdul Kalam |
| 8 | 131/2 | 2.72 | 18 | 135 | 04-01-2008 | (i) ShriHaribhauDadujiMahajan<br>(ii) ShriBhaiyajiDadujiMahajan |
| 9 | 132/1 | 1.81 | 7.00 | 1867 | 15-03-2008 | (i) Dr. NandkishoreGovardhandasRathi<br>(ii) Dr. MurliManohar Naidu<br>(iii) Dr. SushilShrivallabhMundhada<br>(iv) Shri Deepak LaxinarayanDaliya<br>(v) ShriUmeshSurajmalChandak |
| 10 | 133 | 2.58 | 8.51 | 128 | 04-01-2008 | (i) ShriTatyaTukaramDahake<br>(ii) ShriVishunTukaramDahake<br>(iii) ShriArunTukaramDahake<br>(iv) Shri Baba TukaramDahake<br>(v) Smt. SumanManikWandhile<br>(vi) Smt. InduDeoraoRaghatate<br>(vii) Smt. VanitaWasudeoItankar |
| 11 | 134 | 3.48 | 11.49 | 134 | 04-01-2008 | M/s. Jagdamba Realtors Private Limited |
| 12 | 136 | 0.55 | 1.00 | 129 | 04-01- | Mrs. Veena Rajesh Sarda |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | 2008 | |
| 13 | 138/1 | 1.42 | 6.44 | 129 | 04-01-2008 | Mrs. Veena Rajesh Sarda |
| 14 | 138/2 | 1.21 | 4.82 | 129 | 04-01-2008 | Mrs. Veena Rajesh Sarda |
| 15 | 138/3 | 1.21 | 4.82 | 129 | 04-01-2008 | Mrs. Veena Rajesh Sarda |
| 16 | 139/1 | 1.72 | 7.18 | 134 | 04-01-2008 | M/s. Jagdamba Realtors Private Limited |
| 17 | 139/3 | 0.81 | 3.00 | 131 | 04-01-2008 | ShriRamswarupShankarlalSarda |
| 18 | 140 | 3.64 | 17.50 | 130 | 04-01-2008 | Shri Sanjay LaxmanKondawar |
| 19 | 141/2 | 1.37 | 6.00 | 132 | 04-01-2008 | (i) ShriNamdeoLaxmanAshtankar<br>(ii) ShriDhanrajLaxmanAshtankar |
| 20 | 143/1 | 4.74 | 21.31 | 140 | 04-01-2008 | ShriBhauraoAtmaramDeotale |
| 21 | 143/2 | 0.86 | 5.08 | 133 | 04-01-2008 | ShriWamanPandhariNimje |
| 22 | 143/3 | 2.02 | 8.00 | 24 | 01-01-2008 | (i) ShriGiridharTanbajiUrkude<br>(ii) ShriPrakashTanbajiUrkude<br>(iii) SmtChayaShrikrishnajiZile |
| 23 | 143/5 | 0.86 | 5.08 | 137 | 04-01-2008 | (i) Smt. ChayabaiBhaiyajiNimje<br>(ii) ShriRavindraBhayajiNimje<br>(iii) ShriDojrajBhaiyajiNimje<br>(iv) ShriNileshBhaiyajiNimje |
| 24 | 151/2 | 0.85 | 1.88 | 859 | 05-02-2008 | Shri Praveen Ratanlalji Jain |
| 25 | 162 | 1.73 | 6.30 | 138 | 04-01-2008 | (i) ShriDhananjayMurlidharAshtankar<br>(ii) ShriYogeshwarMurlidharAshtankar<br>(iii) Shri Vishal MurlidharAshtankar<br>(iv) Smt. ChandrakalaMurlidharAshtankar |
| 26 | 163 | 1.86 | 6.87 | 23 | 04-01-2008 | (i) ShriJeevan Narayan Ashtankar<br>(ii) Shri Suresh NaryanAshtankar |
| 27 | 176 | 1.98 | 6.27 | 23 | 04-01-2008 | (i) ShriChandrabhanMahdeoBavane<br>(ii) ShriSukhdeoMahadeoBavane<br>(iii) ShriSudhakarMahadeoBavane<br>(iv) ShriPradeepMahadeoBavane<br>(v) Smt. MandaGanpatMakude<br>(vi) Smt. Mala Ramesh Bavane<br>(vii) Shri Dinesh Ramesh Bavane<br>(viii) ShriNikesh Ramesh Bavane<br>(ix) ShriDurgesh Ramesh Bavane |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | (x) Ms. Meena Ramesh Bavane<br>(xi) Smt. JijabaiDilipBavane<br>(xii) Shri Deepak DilipBavane<br>(xiii) Ms. RoopaliDilipBavane<br>(xiv) Ms. SonuDilipBavane<br>(xv) Master SagarDilipBawane |

B. As a result therefore the Vendor Company i.e. M/s. Fire Arcor Infrastructure Pvt. Ltd. has now become an exclusive, absolute and full Owner of the aforesaid properties comprising Survey Nos. 116 (area 5.74 HR), 117 (area 0.87 HR), 119 (area 0.13 HR), 120/2 (area 12.40 HR), 123/2 (area 0.81 HR), 129 (area 0.81 HR), 131/1-A (area 0.66 HR), 131/2 (area 2.72 HR), 132/1 (area 1.81 HR), 133 (area 2.58 HR), 134 (area 3.48 HR), 136 (area 0.55 HR), 138/1 (area 1.42 HR), 138/2 (area 1.21 HR), 138/3 (area 1.21 HR), 139/1 (area 1.72 HR), 139/3 (area 0.81 HR), 140 (area 3.64 HR), 141/2 (area 1.37 HR), 143/1 (area 4.74 HR), 143/2 (area 0.86 HR), 143/3 (area 2.02 HR), 143/5 (area 0.86 HR), 151/2 (area 0.85 HR), 162 (area 1.73 HR), 163 (area 1.86 HR) and 176 (area 1.98 HR) thus totaling 60.59 Hectares (OR 6,05,900 Sq. Mtrs.) held in Bhogwatdar Class – 1 Rights of MOUZA - KOTEWADA, P.S.K. 72, situate at Village – Kotewada, within the limits of Grampanchayat Kotewada, in Tahsil – Hingna and District – NAGPUR, with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records hereinafter referred to as the '**Said Land'**.

C. The Vendor Company being desirous of developing the Said Land bearing Survey Nos. 116, 117, 119, 120/2, 123/2, 129, 131/1-A, 131/2, 132/1, 133, 134, 136, 138/1, 2 & 3, 139/1& 3, 140, 141/2, 143/1, 2, 3 & 5, 151/2, 162, 163 and 176 containing by total admeasurements 60.59 Hectares of MOUZA - KOTEWADA into the Special Township Project and framed a scheme for development / construction and sale of a Township Project thereon, under name and styled as **'The Empyrean'**, hereinafter referred to as the **'Said Project',** thus applied to the Government of Maharashtra for sanction of Special Township Project.

D. In exercise of the powers conferred by sub section (4) of Section 20 of the Maharashtra Regional and Town Planning Act, 1966 and in terms of its Notification No. TPS-2405-Nagpur-R.P. DCR-UD-9, Dated 17-02-2006 the Government of Maharashtra has notified the Said Special Township Project of M/s. Fire Arcor Infrastructure Private Limited, Nagpur vide its Notification No. TPS-2408-671-Case No. 315-08-Urban Devlp-9 dated 31-08-2009.

E. THAT, the Government of India Ministry of Environment, Mantralaya, Mumbai has issued a No Objection Certificate bearing No. EC (Fire Arcor)-2009 / 421 / CR / 144 / TC 1, Environment Department, Mantralaya, Dated 12-07-2010 to the aforesaid Special Township Project.

F. THAT, the Maharashtra Pollution Control Board has issued a No Objection Certificate bearing No. BO/RO(P&P)/EIC No. 1510-08/E/CC-423, Dated 06-11-2008 to the aforesaid Special Township Project.

G. THAT, Asstt. Superintendent Engineer, Irrigation Project Board, Nagpur has issued a No Objection Certificate for supply of water vide its Order No. 279 / Tasha / Paupra / Fire Arcor / 11, Dated 08-02-2011.

H. THAT, Maharashtra State Electricity Distribution Company Ltd. has issued a No Objection Certificate for supply of Electricity vide its Order No. EE, II/NGP.TECH/2706, Dated 25-04-2011.

I. THAT, the Chief Fire Officer, Nagpur Municipal Corporation, Nagpur has issued a No Objection Certificate for providing Fire Protection Facilities vide its Order No. GA/493/AFB, Dated 24-12-2010.

J. THAT, by aforesaid notification No. TPS-2405-Nagpur RP-DCR-Urban Devlp-9 dated 17-02-2006 of the Government of Maharashtra has given special concession in terms of (i) Automatic NA Permission on publication of the aforesaid notification, (ii) Special concession on Stamp Duty rates applicable i.e. 50% of prevailing rates of the Maharashtra Stamp Act, 1958. The Govt. has declared the said project of M/s. Fire Arcor Infrastructure Private Limited, Nagpur as Special Township vide its Notification No. TPS-2408-671-Case No. 315-08-Urban Devlp-9 dated 31-08-2009. By the said notification the Government has given special concession in Stamp Duty rates applicable i.e. 50% of prevailing rates of the Maharashtra Stamp Act.

THAT in terms of Corrigendum – Cum - Addendum of the Maharashtra Government Notification No.TPS-2409/2890/CR-256/09/UD-9 dated 5th April 2011, the area of aforesaid Special Township is deleted from the Notified Area of Nagpur Improvement Trust as Special Planning Authority. Thus NIT Cess is not leviable to the present transaction of Sale.

THAT in view of the Special Township approval granted by the Maharashtra Government to the Said Project, concessional Stamp Duty of 2% and Zillha Parishad Cess of 1% are payable. Thus total Stamp Duty of 3% and Registration Fees of 1% are paid by the Purchaser herewith.

K. THAT, in pursuance of the aforesaid notification the Master Plan of the said Special Township Project is approved by the Deputy Director, Town Planning, Nagpur vide Permit No. Pra.Yo. / Nagpur Division / Special Township / Mouza-Kotewada / Sahasanchanag / 1635dt.24-07-2013.

L. THAT, the Master Plan for the land admeasuring 60.59 Hectares (OR 6,05,900Sq. Mtrs.) of the said Special Township Project comprising Survey Nos. 116, 117, 119, 120/2, 123/2, 129, 131/1-A, 131/2, 132/1, 133, 134, 136, 138/1, 2 & 3, 139/1 & 3, 140, 141/2, 143/1, 2, 3 & 5, 151/2, 162, 163 and 176 containing by total admeasurements 60.62 Hectares of MOUZA – KOTEWADA, P.S.K. 72 is approved by the Collector, Nagpur vide its Order No. PRASTUT / Special Township Revised Approved / JILHADHIKARI / KAVI-78 / 2014 Dated

27-01-2014 passed in Revenue Case No. 01/MRC-81/{MR.T.P/Special Township Project}/ 2009-2010 upon the several terms and conditions contained therein.

M. THAT, in pursuance of instructions, terms and conditions applied for the said notified area and as per the rule 7 C of the Government Notification dated 17-02-2006, the Additional Director, Town Planning Department, Nagpur Region, Nagpur has approved a Revised Master Plan for the lands admeasuring to 60.59 Hectares out of 60.62 Hectares of land bearing Survey Nos. 116, 117, 119, 120/2, 123/2, 129, 131/1-A, 131/2, 132/1, 133, 134, 136, 138/1, 2 & 3, 139/1 to 3, 140, 141/2, 143/1, 2, 3 & 5, 151/2, 154/1, 162, 163 and 176 of MOUZA – KOTEWADA, P.S.K. 72 vide Permit No. Pra.Yo./ Nagpur Division / Special Township / Mouza-Kotewada / Revised Approval/AsstDirNag/1635 dated 24-07-2013.

N. THAT, the Collector, Nagpur has approved Revised Master Plan of the said project vide its Order No. Prastutkar / Special Township / Revised Sanction / JILHADHIKARI/KAVI-78/2014, Dated 27-01-2014 passed in Revenue Case No. 01/MRC-81/{MR.T.P/Special Township Project}/ 2009-2010 upon the several terms and conditions contained therein.

O. The Vendor Company offered for allotment and sale of the various properties so contained in the Said Project to prospective buyer(s) on the terms and conditions broadly and generally contained in the said offer.

P. The Allottee(s) / Purchaser(s) has fully understood about the unit and the charges and the Allotee/purchaser (s) has agreed to the terms and conditions as set out in booking form/allotment letter, and after being convince has applied to the Vendor Company vide application No. _____, Dated _____ for the allotment of **Studio Apartment Highrise , 1 BHK, Flat No.** _____ **(** _____ **Floor)** having a Carpet Area _____ Sq. Mtrs. (OR _____ Sq. Fts.) along with Balcony Area of _____ Sq. Mtrs. (OR _____ Sq. Fts) thus equivalent to _____ Sq. Mtrs **(**OR _____ Sq. Fts**)** of Usable Carpet Area in the Said Project, hereinafter referred to as the 'Said Residential Unit'.

"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 appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment

Q. The Allottee(s) / Purchaser(s) has inspected the site, lay-out plans, specifications & amenities and other documents of the Said Project and has understood and satisfied himself about the rights, title and interest of the Vendor Company in the Said Land and the rights of the Vendor Company to develop and market the Said Project. The rules and regulations, laws applicable to the Said Project, terms and conditions of sale/allotment of properties contained in the Said Project, obligations and limitations of the Allottee(s) / Purchaser(s) in respect thereof have been explained by the Vendor Company and

understood by the Allottee(s) / Purchaser(s) and there shall not be any objection by the Allottee(s) / Purchaser(s) in this respect in future. The Allottee(s) / Purchaser(s) acknowledges and confirms that the Vendor Company has readily provided all information/clarification as required by him / her and he / she has relied solely on his / her own judgment and investigation in deciding to enter into this Agreement and to purchase the Said Residential Unit. The Allottee(s) / Purchaser(s) is also aware and acknowledges that the Vendor Company has entered or shall be entering into separate agreements with other persons interested in acquiring various other properties in the Said Project that may be adjacent to / adjoining the Said Residential Unit desired to be purchased by the Allottee(s) / Purchaser(s) or elsewhere in the Said Project. The Vendor Company has further clarified to the Allottee(s) / Purchaser(s) that this Agreement is confined and limited in its scope only to the Said Residential Unit agreed to be purchased by the Allottee(s) / Purchaser(s).

R. The Allottee(s) / Purchaser(s) acknowledges that the Vendor Company has readily provided all information/clarifications as required by him/her and that he/she has not relied upon and is not influenced by any representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the selling agents, brokers or otherwise. The Allottee(s) / Purchaser(s) agrees that the Allottee(s) / Purchaser(s) has relied solely on his/her own judgment in deciding to enter into this Agreement and no oral or written representation or statements shall be considered to be part of this agreement and that this Agreement is self-contained and complete in itself in all respects.

S. The Allottee(s) / Purchaser(s) has confirmed to the Vendor Company that he/she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Project and the terms &conditions contained in this Agreement and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

T. The Vendor Company, relying on the confirmations, representations and assurances of the Allottee(s) / Purchaser(s) to faithfully abide by all the terms, conditions and stipulations in letter and in spirit contained in this Agreement has accepted in good faith his application to allot the ‘Said Residential Unit’ and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**NOW, THEREFORE, THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. In pursuance to the application of the Allottee(s) / Purchaser(s) and the allotment letter issued by the Vendor Company, the Vendor Company agrees to sell and the Allottee(s) / Purchaser(s) agrees to purchase/acquire from the Vendor Company the Said Residential Unit, more particularly detailed in the Schedule herein under, having a Carpet Area _____ Sq. Mtrs. (OR _____ Sq. Fts.) along with Balcony Area of

_____ Sq. Mtrs. (OR _____ Sq. Fts) thus equivalent to _____ Sq. Mtrs (OR _____ Sq. Fts) of Usable Carpet Area.

**DETAILS OF THE SAID RESIDENTIAL UNIT**

Kh. No. 123/2

Plot No. R 1.5

**Studio Apartment, 1 BHK**, **FLAT No. _____ ( _____Floor).**

Carpet Area _____ Sq. Mtrs. (OR _____ Sq. Fts.)

Balcony Area of _____ Sq. Mtrs (OR _____ Sq. Fts)

Total Carpet Area including Balcony Area _____ Sq. Mtrs. (OR _____ Sq. Fts)

**SCHEDULE OF PAYMENT**

The Allottee(s) / Purchaser(s) has paid till date to the Vendor Company a sum of **Rs. _____/- (Rupees _____ Only),** (inclusive of Service Tax/GST **Rs. _____/-**), the receipt of which the Vendor Company hereby acknowledges and the Allottee(s) / Purchaser(s) hereby agrees to pay the balance consideration and other charges as mentioned below within the time and in the manner specified therein.

| | | | |
|---|---|---|---|
| 1 | Rs. | 2,00,000.00 | (Rupees Five Lac Only) As Booking Amount. |
| 2 | Rs. | | (Rupees ---------- Only) At the time of Agreement to Sell. |
| 3 | Rs. | | (Rupees ---------- Only) On completion of 1st Floor roof Slab. |
| 4 | Rs. | | (Rupees ---------- Only) On completion of 3rd floor roof slab. |
| 5 | Rs. | | (Rupees ----------Only) On completion of 5th floor roof slab. |
| 6 | Rs. | | (Rupees ----------Only) On completion of 7th floor roof slab. |
| 7 | Rs. | | (Rupees ---------- Only) On completion of 10th floor roof slab. |
| 8 | Rs. | | (Rupees ---------- Only) On completion of Brickwork. |
| 9 | Rs. | | (Rupees ---------- Only) On completion of External plaster. |
| 10 | Rs. | | (Rupees ----------Only) On completion of flooring and before handing over possession. |

**GRAND TOTAL RUPEES _____.00 (RUPEES _____ONLY).**

In addition to above, Allottee(s) / Purchaser(s) shall also pay an amount as per following details given below:-

vi. Rs. 30,000/- (Rupees Thirty Thousand Only) As deposit for external maintenance of the township to be deposited before taking possession.

vii. Rs. 10,000/- As documentation and legal charges (Payable at the time of registration)

viii. Registration & stamp duty as applicable (Payable at the time of registration).

ix. GST or any other taxes as applicable and to be paid as and when demanded.

2. The Allottee(s) / Purchaser(s) agree to pay preferential location charges (PLC) over and above the basic sales price for the Residential Units located on preferred locations, if any. However, the Allottee(s) / Purchaser(s) agrees that if due to any change in the layout plan, the Said Residential Unit ceases to be in a preferential location, the Vendor Company shall be liable to refund only the amount of preferential location charges paid by the Allottee(s) / Purchaser(s), and such refund shall be made/adjusted in the last installment as stated in the Schedule of Payment. If due to any change in the layout plan, the Said Residential Unit becomes preferentially located, then the Allottee(s) / Purchaser(s) shall be liable and agrees to pay additional preferential location charges additionally as applicable and as demanded by the Vendor Company.

   If for any reason whatsoever, the Vendor Company is not in a position or unable to provide a particular preferential location to an Allottee(s) / Purchaser(s) who has booked the Residential Unit only for a particular preferential location, then such an Allottee(s) / Purchaser(s) shall be free to cancel the booking and seek refund of all monies deposited by him/her with the Vendor Company subject to deduction of interest on account of delayed payments and non-refundable deposits, but the Allottee(s) / Purchaser(s) cannot claim for any kind of compensation through court of law.

3. (a) Whereas the Vendor Company has appointed the Architect and the Structural Engineer for the preparation of the drawings of the building/s and structural design. Further the Vendor Company accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s.

   (b) It is understood and agreed by and between the Parties that the lay-out plans of the said Project as seen and accepted by the Allottee(s) / Purchaser(s) are tentative and subject to alterations and modifications by the Vendor Company, the Architect and / or any competent/sanctioning authority before or during the course of development and the Allottee(s) / Purchaser(s) agrees that the Vendor Company shall be entitled to effect suitable and necessary alterations/modifications in the layout plans without any objection/claim from the Allottee(s) / Purchaser(s) and it shall not be necessary on part of the Vendor Company to seek consent of the Allottee(s) / Purchaser(s) for the said purpose.

(c) The dimensions / sizes / carpet area of the Said Residential Unit are subject to variations within reasonable limits and may vary up to 3% of the size as stated above.

(d) In case of any alterations /modification resulting in change in the size/ carpet area of the Said Residential Unit any time prior to and upon the grant of completion certificate, the Vendor Company shall intimate to the Allottee(s) / Purchaser(s), in writing, the change thereof and the resultant change, if any, in the price of the Said Residential Unit shall be paid by the Allottee(s) / Purchaser(s) or to be refunded as the case may be. For the sake of removal of doubts and clarity, it is stated that the increase or decrease shall be at the original rate at which the said Residential Unit was booked.

(e) In case the Said Residential Unit is omitted due to reasons beyond the control of the Vendor Company, the Vendor Company shall offer an alternate Residential Unit of the same type, if available, at the original rate at which the said Residential Unit was booked and in the event of non-acceptability by the Allottee(s) / Purchaser(s) or non-availability of alternate Residential Unit, the Vendor Company shall be responsible to refund the actual amount received from the Allottee(s) / Purchaser(s) till then along with interest at the rate as provided in clause 19 of this agreement with the understanding that no other form of damages/compensation or otherwise whatsoever to the Allottee(s) / Purchaser(s) shall be payable.

4. The Allottee(s) / Purchaser(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any matters, issues relating to any approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Vendor Company, is unable to deliver the Said Residential Unit to the Allottee(s) / Purchaser(s), the Allottee(s) / Purchaser(s) agrees that the Vendor Company if it decides in its sole discretion to refund then it shall be liable only to refund the total amount received by it from the Allottee(s) / Purchaser(s) without any interest or compensation whatsoever.

5. That, it expressly made clear that in unforeseen circumstances if the vendor company decides to drop/terminate the said phase of the project, wherein the unit of the allottee is proposed, then under such circumstances the vendor company shall terminate this agreement by giving notice in writing to the allottee, by registered post ad at the address provided by the allottee and mail at the e-mail address provided by the allottee, of its intention to drop/terminate the said phase of the project with specific reason.

Provided further that upon termination of this agreement as aforesaid, the vendor company shall refund to the allottee within a period of thirty days of the termination, the installments of sale consideration of the apartment which may till then have been paid by the allottee to the vendor company alongwith interest at the rate

stipulated by state bank of india being highest marginal cost of lending rate plus two percent (@ sbi mclr plus 2%) per annum from the date of payment of installments till refund thereof.

Provided further that such refund will be subject to execution/registration of a deed of rescission / cancellation of agreement to sell by the allottee. the allottee shall be entitled to seek refund of the stamp duty on account of such cancellation, however in case due to any reason if the stamp duty refund is refused by the competent authority, then such amount of refund only shall be compensated by the vendor company to the allottee.

6. The Vendor Company has calculated the total basic price payable for the sale of the Said Residential Unit on the basis of the carpet area of the Said Residential Unit and the pro-rata share of the common areas, facilities and infrastructure provided within the Said Project. The basic sale price of the Said Residential Unit covers development of internal services such as laying of roads, water lines, sewer lines, gas lines within the peripheral limits of the Said Project. That the roads, parks and other common amenities shall be dealt with as per the special township act.

7. However, all charges payable to various department for obtaining services connections to the Said Residential Unit like electricity, telephone, water, sewer, gas etc., including security deposits for sanction and release of such connection as well as incidental charges pertaining thereto will be payable by the Allottee(s) / Purchaser(s) in addition to the price of the Said Residential Unit. It is specifically agreed between parties that the connection charges for the gas, water and electricity are fixed irrespective of carpet area.

8. The covered parking space allotted, if any, in respect of the Said Residential Unit for exclusive use shall be understood to be exclusive part of the Residential Unit and the same shall not be allowed to be detached and separated from the Said Residential Unit. The rights and benefits attached to the said space cannot be sold, assigned or dealt in any manner whatsoever. The terrace will be available to all the unit owners of the building.

9. No further intimation/call/notice regarding payments will be sent by the Vendor Company and it will be the responsibility of the Allottee(s) / Purchaser(s) to adhere strictly to the Schedule of Payment, as given in Clause 1 above.

10. The Allottee(s) / Purchaser(s) has entered into this Agreement on the condition that out of the amounts paid/payable by him for the said Residential Unit, the Vendor Company shall treat 10% of the total sale consideration as Earnest Money Deposit (EMD) to ensure fulfillment, by the Allottee(s) / Purchaser(s), of the terms and conditions as contained in this Agreement. The Allottee(s) / Purchaser(s) hereby authorize the Vendor Company to forfeit Earnest Money Deposit, in the event of the

failure of the Allottee(s) / Purchaser(s) to perform his obligations or fulfill all the terms and conditions set out in this agreement. The Allottee(s) / Purchaser(s) authorizes the Vendor Company to effect such forfeiture without any notice to the Allottee(s) / Purchaser(s) and the Allottee(s) / Purchaser(s) has agreed to this condition to indicate his commitment to faithfully abide by all the terms and conditions contained in this Agreement.

11. The Allottee(s) / Purchaser(s) shall always use the Residential Unit for residential purposes only and shall not store any good / material of hazardous or combustible nature or which can cause damage to the structure/ society. The Allottee(s) / Purchaser(s) further agrees that he shall not display any name, address, signboard, advertisement material on the external facade of the boundary.

12. The Vendor Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee(s) / Purchaser(s) to get the name of his/her nominee substituted in his/her / its place on such terms & conditions and charges as the Vendor Company may impose. However, transfer of the allotment to a third party will be subject to payment of transfer fee chargeable @ 5% of the difference between the listed price of relevant unit on the date of transfer and the initial purchase price, till possession of the unit is not completed. The Allottee(s) / Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer. In the event of any imposition of executive instructions, at any time after the execution of this Agreement, to restrict nomination/ transfer/ assignment by any authority, the Vendor Company will have to comply with it and the Allottee(s) / Purchaser(s) agrees to abide by the same.

13. In case of the Allottee(s) / Purchaser(s) being a NRI/PIO, the observance of the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other law as may be prevailing and applicable shall be the responsibility of the Allottee(s) / Purchaser(s) and it shall be the responsibility of the Allottee(s) / Purchaser(s) to provide the Vendor Company with such permissions, approvals which would enable the Vendor Company to fulfill its obligations under this Agreement. The Allottee(s) / Purchaser(s) understands and agrees that in the event of any failure on his/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, she/he shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee(s) / Purchaser(s) shall keep the Vendor Company fully indemnified and harmless in this regard.

14. The Vendor Company as far as possible shall hand over the possession of the Said Residential Unit to the Allottee(s) / Purchaser(s) within 36 months of date of execution of Agreement for Sale, subject to force majeure events more specifically

detailed in clause 15 of this Agreement and on receiving the entire amounts as per Schedule of Payment towards basic sale price and other charges as applicable, maintenance deposits, applicable taxes, stamp duty and registration charges etc. It is however understood between the Parties that the possession of various other units comprised in the complex and the various common facilities planned therein shall be ready & complete in phases. The Allottee(s) / Purchaser(s) agrees to take possession of the Said Residential Unit, though the development of common facilities is still underway.

15. The Vendor Company may raise loan for development/construction of the Township Project and as such will be authorized to create/give security of land. However, it will be ensured that before offering possession of the Residential Unit, the relevant portion of land shall be free from any such lien/encumbrance as would give clear, peaceful and marketable title and possession of the Residential Unit.

16. The completion of the Said Residential Unit/Said Project in all respects is subject to force - majeure, or any reason beyond the control of the Vendor Company like non – availability of any building material due to market conditions, strikes, civil commotion, war or enemy action or natural calamities such as earthquake, flood or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/public/Competent Authority or any restriction so imposed or any other reason beyond the control of the Vendor Company & any of the aforesaid events, the Vendor Company shall be entitled to a reasonable extension of time. In case of non – availability of materials at reasonable cost including those materials mentioned in the specification, the Vendor Company will be entitled to use alternative/substitute materials without any claim from the Allottee(s) / Purchaser(s).

17. It is agreed by the Allottee(s)/ Purchaser(s) that the amount paid towards the maintenance is an Interest Free Maintenance Security (IFMS) and the Allottee(s)/ Purchaser(s) shall require to make the payment of monthly maintenance to Maintenance Agency as and when demanded. The Allottee(s) / Purchaser(s) hereby agrees to enter into a maintenance agreement with any association / agency or other body / (ies) (hereinafter referred to as the 'Maintenance Agency') as may be appointed / nominated by the Vendor Company/Society from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Allottee(s) / Purchaser(s) shall pay the maintenance charges as per bills raised by the Maintenance Agency, as & when and in the manner demanded by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee(s) / Purchaser(s) is in occupation/possession of the Said Residential Unit or not. In order to secure due performance of the Allottee(s) / Purchaser(s) in payment promptly of the maintenance bills and other charges raised by the maintenance agency, the Allottee(s) / Purchaser(s) shall deposit, as per the Schedule of Payment and to

always keep deposited with the Vendor Company or the Maintenance Agency as Interest Free Maintenance Security (IFMS). In case of failure of the Allottee(s) / Purchaser(s) to pay the maintenance bills and/or other such charges on or before the due date, the Allottee(s) / Purchaser(s) in addition to permitting the Vendor Company / Maintenance Agency to deny him/it the maintenance services, also authorizes the Vendor Company to adjust such arrears/dues against the IFMS deposited by the Allottee(s) / Purchaser(s) with the Vendor Company / Maintenance Agency. This arrangement shall continue till the maintenance of the Said Project is handed over to the Appropriate Authority or the society of the Allottee(s) / Purchaser(s) / occupant(s).

18. It is specifically agreed by the Allottee(s)/Purchaser(s) that he/she/it/they shall make payment towards Sinking Fund on the day of taking possession or as and when demanded by the Vendor Company. It is agreed by the Allottee(s)/Purchaser(s) that the said fund shall be transferred to the Society as and when the Society is formed.

19. Further, the Vendor Company or nominated agency reserves the right to increase maintenance charges / IFMS from time to time in keeping with the increase in the cost of maintenance of services and the Allottee(s) / Purchaser(s) agree to pay such increase as and when demanded by the Vendor Company or its nominated agency.

20. The payment on or before due date of the Unit Value payable by the Allottee(s) / Purchaser(s) as per Schedule of Payment and/or as agreed herein is the essence of this Agreement. It is specifically understood and agreed by the Allotee/ Purchaser (s) that delayed payment may delay delivery of handing over of unit. If any installment as per the Schedule of Payment is not paid by the due date, the Vendor Company shall be entitled to charge, for the period of delay, an interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two (2) percent per annum (along with applicable taxes) on the delayed payment which becomes due and payable by the Allotee/ Purchaser(s). It is agreed between the Parties that the Vendor Company shall adjust the installment amount received from the Allottee(s) / Purchaser(s) first towards the interest, if any, due from the Allottee(s) / Purchaser(s) under this agreement and the balance shall be appropriated towards the consideration or the said amount of interest/late payment charges may be recovered at the discretion of the company at the time of handing over the possession of the unit.

Without prejudice to the right of vendor company to charge interest in terms of this clause, on the Allottee(s) / Purchaser(s) committing default in payment on due date of any amount due and payable by the Allottee(s) / Purchaser(s) to the vendor company under this Agreement and on the Allottee(s) / Purchaser(s) committing three defaults of payment of instalments, the vendor company shall at his own option, may terminate this Agreement.

Provided that, the vendor company shall give notice of 15 (Fifteen) Days in writing to the Allottee(s) / Purchaser(s), by Registered Post AD at the address provided by the Allottee(s) / Purchaser(s) and / or e-mail at the e-mail address provided by the Allottee(s) / Purchaser(s), of its intention to terminate this Agreement and of the specific breach or violations of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) / Purchaser(s) fails to rectify the breach or violations and/or to make payment of defaulted instalments along with interest payable thereon, as mentioned by the vendor company within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the vendor company shall refund to the Allottee(s) / Purchaser(s), subject to the deduction of the earnest money deposited (EMD) plus the amount of interest payable at the rate prescribed under this clause, on the defaulted instalments from the due date till the date of cancellation, towards liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the vendor company.

Provided further that all the refund on cancellation of the unit shall be refunded subject to statutory deductions and taxes as applicable from time to time.

21. In case the Allottee(s) / Purchaser(s), at any time, desires for cancellation of the allotment of the Said Residential Unit, it may be agreed to the Vendor Company, though, in such a case the Vendor Company shall be entitled to forfeit the earnest money deposit (EMD) along with applicable taxes, by the Allottee(s) / Purchaser(s) in respect of the Said Residential Unit and the Allottee(s) / Purchaser(s) shall be entitled to get refund the balance amount, if any, without any interest. The Vendor Company will have absolute discretion to accept or not to accept such cancellation request.

22. The Allottee(s) / Purchaser(s) have entered into this Agreement with full knowledge and subject to all the laws and notifications and rules applicable to the area where the Said Land is located. The Allottee(s) / Purchaser(s) has satisfied himself / herself about the interest and title of the Vendor Company in the Said Land and understands all limitations and obligations in respect of the same and no objection/reservation of any nature whatsoever shall hereafter be made by the Allottee(s) / Purchaser(s) in this respect. The Allottee(s) / Purchaser(s) shall be entitled to own, occupy and use the Said Residential Unit in accordance with the local laws.

23. It is the essential condition that the Allottee(s) / Purchaser(s) has to take possession of the Said Residential Unit within 45 days of the written offer of possession from the Vendor Company, failing which the Said Residential Unit shall lie at the risk and cost of the Allottee(s) / Purchaser(s). At the time of handing over possession, both Parties

shall draw up an inventory of the items as are provided by the Vendor Company and the Allottee(s) / Purchaser(s) shall also list down defects/deficiencies if any and this shall be communicated in writing to the representative of the Vendor Company deputed for handing over the possession. Such Defects/ deficiencies shall be rectified within 30 days. Further, the Allottee(s) / Purchaser(s) shall be liable to pay holding charges in addition to his proportionate share of all the other charges including maintenance, to the Vendor Company for the period of delay in taking over actual possession of the Said Residential Unit after the expiry of the said period of 45 days. The holding charges shall be Rs. 10/- sq. ft. per month over carpet area for the holding period that would commence from the date on which possession is to be given as per the written offer till the actual date of possession. It is also agreed by the Allottee(s) / Purchaser(s) that the Vendor Company shall not be responsible for any repairs and maintenance of the inside of the premises of the Said Residential Unit after the date as indicated in the written offer of possession.

24. The Allottee(s) / Purchaser(s), if desires to avail the club services or amenities, shall be required to apply for the membership of the club, gymnasium, health spa, meditation center, swimming pool etc. and other such services provided in the Said Project and shall be liable to pay to the Vendor Company or its nominated agency such membership fee and charges as may be demanded for the same. It is made clear by the Vendor Company and fully understood by the Allottee(s) / Purchaser(s) that the Allottee(s) / Purchaser(s), as such or by virtue of this Agreement, will have no right, title or interest in any land/ buildings/ common areas or any part thereof outside the Said Residential Unit and/or any facilities, amenities, services including schools, shops, club, dispensary, gardens, etc. as may be provided in the Said Project. It is specifically understood and agreed by the Allottee(s)/ Purchaser(s) that the amount as paid under club membership fees is onetime membership fees and the member who obtains the membership shall be entitled to use the club facilities subject to payment of subscription fee / usage charges as decided and fixed from time to time by the Vendor Company or the agency to whom the said facilities may be outsourced. It is specifically agreed by the Allottee(s)/Purchaser(s) that the said facilities of club house and other common amenities shall be retained by the Vendor Company only.

25. The Allottee(s) / Purchaser(s) shall not be entitled to assign the allotment of the Said Residential Unit to any other person without written consent of the Vendor Company in this regard. It is clearly understood by and between parties hereto that all the provisions contained herein and the obligations arising out of this agreement and other rules and regulations applicable in respect of the Said Residential Unit shall equally be applicable to and enforceable against any or all occupiers tenants, licensees and / or subsequent purchasers / assignees of the Said Residential Unit.

26. It is clearly agreed and understood by the Allottee(s) / Purchaser(s) that the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 2005 and The Real Estate

(Regulation and Development) Act, 2016 are applicable to the aforesaid project land. The Vendor Company has got registered the said project with the Real Estate Regulatory Authority vide Registration No. **P50500001342** under the provisions of the Real Estate (Regulation and Development) Act, 2016. The Allottee(s) / Purchaser(s) undertakes that she/he/they shall execute a supplementary agreement incorporating therein various statutory provisions required under The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 2005 and The Real Estate (Regulation and Development) Act, 2016, if necessary.

27. The Allottee(s) / Purchaser(s) further agrees and accepts that from the date of the said premises being ready for possession, the Allottee(s) / Purchaser(s) shall be liable to bear and pay the proportionate share (i.e. in the proportion to the carpet area of the accommodation) of all outgoings in respect of the said plot and buildings viz. Local taxes, (as applicable), betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities.

28. (a) Commencing a week after notice in writing is given by the Vendor Company to the Allottee(s) / Purchaser(s) that the premises is ready for use and occupation, the Allottee(s) / Purchaser(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security Personnel, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society or Limited Company or Association of persons is formed and the said land and building/s transferred to it, the Allottee(s) / Purchaser(s) shall pay to the Vendor Company such proportionate share of outgoings as may be determined.

    (b) To bear and pay increase in local taxes, water charges, insurance/title insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

29. The Allottee (s) / Purchaser(s) shall observe and perform all the rules and regulations which the society/Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Allottee(s) / Purchaser(s) shall also observe all the stipulations and conditions laid down by the society/ Company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

30. The Allottee(s) / Purchaser(s) do hereby covenants with the Vendor Company:

a) To maintain the Said Residential Unit and carry out all internal repairs therein, at its own costs, so as to keep the Said Residential Unit in good tenantable state and condition from the date of taking possession of the same and not do or suffer to be done anything, in or to the neighboring areas or any part of the Said Land in which the Said 'Residential Unit' is situated which is against the rules, regulations or bye/laws of the concerned local authority and/or co-operative society.

b) Not to demolish or cause to be demolished the Said Residential Unit or any part thereof, nor at any time make or cause to be made, any additions or alternations of whatsoever nature in or to the Said Residential Unit or any part thereof, or any alterations in the elevation/arcade, closing/covering of the verandah or lounge or balconies and change the outside colour scheme of the Said Residential Unit and shall keep the sewers, drains and pipes in the premises and appurtenances thereto, in good tenantable repair and conditions and shall not chisel or in any other manner damage the columns beams walls, stalls or RCC Pardis or carry out other structural alterations in the Said Residential Unit.

c) The Allottee(s) / Purchaser(s) shall not sink, drill, install and/or commission any well borewell / tubewell within the Said Residential Unit or anywhere outside the area of the Said Residential Unit allotted to him/it. In case of shortage in supply of water in the Said Residential Unit, the Allottee(s) / Purchaser(s) shall apply for permission in this regard, which can be considered by the Vendor Company / maintenance agency subject to the rules and conditions as may be applicable.

d) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Residential Unit in any part of the Said Project or any portion of the Said Land.

e) To permit the Vendor Company, on prior intimation, and their servants and agents, whether with or without workmen, at all reasonable times, to enter into and upon the Said Residential Unit or any part thereof, to view and examine the state and condition thereof, till a conveyance of building in which such unit is situated is not executed or till agreement to Sale and / or possession / both in case of unit is not executed/ completed.

f) Not to sell, transfer, let, sub-let, assign or otherwise part with the possession of the Said Residential Unit or the interest/benefit under this Agreement, unless all the dues payable to the Vendor Company under this Agreement and otherwise in respect of the Said Residential Unit are fully paid.

g) To abide by the terms & and the conditions of the agreement and the applicable laws and to indemnify for any such act that results in loss owing to any contravention or non-compliance of any of the provisions of the Agreement.

31. Rights of the Vendor Company

(a) Subject to the rights of the Allottee(s) / Purchaser(s) herein contained in respect of the Said Residential Unit, the Vendor Company shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Said Project, provided that the Vendor Company shall not in any way affect or prejudice the rights hereby granted in favour of the Allottee(s) / Purchaser(s).

(b) The Vendor Company hereby agrees, undertakes and covenants that it shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interest, privileges or authorities reserved by, or retained or granted to the Allottee(s) / Purchaser(s) under this Agreement, save and except as otherwise specifically provided herein.

(c) At its sole and absolute discretion, the Vendor Company may start construction/development/renovations on any part of the Said Land/ Project including wings thereof or may postpone such construction thereof. The Allottee(s) / Purchaser(s) under any circumstances shall not stop or take any steps to stop, such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever.

(d) The Allottee(s) / Purchaser(s) hereby authorizes and permits the Vendor Company to raise finance/loan from any Financial Institution / Bank by way of mortgage / charge / securitization of the Said Residential Unit allotted to him subject to the same being free of such encumbrances at the time of execution of Agreement To Sell /Sale Deed.

32. It is agreed between the parties that the scope of defect/s liability within the defect liability period will be as under.

| No | Description of Defect | Action | Exclusions |
|---|---|---|---|
| 1. | Appearance of dampness on walls/ceilings due to moisture ingress from “capillary action” (from below ground), leaking pipeline (water/soil/waste/rain water) and/or defective waterproofing; | • Identification of the possible source(s);<br>• Suitable action such as breaking the floor/dado tiles, masonry and exposing the leakage point on the pipe identified;<br>• Stopping of leakage by replacement/repair | Appearance of dampness due to moisture ingress caused by<br>• Water collection in open to sky areas due to blocked drains leading to damage to water proofing;<br>• Damage to |

| No | Description of Defect | Action | Exclusions |
|---|---|---|---|
| | | as required;<br><br>• Redoing of all works damaged due to the said corrective action including repainting limited to affected area(s); | pipelines due to any internal works, such as drilling of holes in the wall for mounting a fixture in the kitchen/toilet, carried out by the unit owner at his or her own discretion;<br><br>• Damage caused to water-proofing in toilet/open-to-sky areas by removal/change of surface finishing (such as tiles in the toilet/roof floor) by the unit owner at his or her own discretion;<br><br>• Any seepage which may occur due to accumulation of water on terrace due to chocking of rain water pipe or choked soil or wastewater pipelines due to improper use;<br><br>• Leakage attributable to faulty work in changes made to the internal plumbing by the unit owner; |
| 2. | Cracked tile(s) on floor/dado if found to be improperly laid or fixed; | • Replacement but with no guarantee for exact colour match; | • Damage caused due to the impact of any object, which, when dragged on/thrown onto the tiles surface, can cause damage; |
| 3. | Malfunctioning of an electrical switch/socket/MCB | • Replacement as per warranties provided by the manufacturer to The Empyrean; | • Damage caused by mishandling and/or on account of repairs carried out by a technician |

| No | Description of Defect | Action | Exclusions |
|---|---|---|---|
| | | | appointed by the unit owner at his or her own discretion; |
| 4. | Non-functioning of a particular electrical circuit or internal telephone points | • Identification of source of the problem;<br>• Corrective action including replacement of wire(s) if found to be defective; | • Problem having arisen on account of changes/ additions/deletions carried out to the standard wiring provided by the unit owner at his or her own discretion; |
| 5. | Malfunctioning of CP fittings in toilet/kitchen | • Repair/replacement as per warranties provided by the manufacturer to The Empyrean; | • Damage caused due to mishandling;<br>• Problem having arisen on account of any repairs undertaken by a technician appointed by the unit owner at his or her own discretion; |

Provided further if it is found that the said defect is due to the any act/customization of the Allottee(s) / Purchaser(s) then vendor company shall not be liable for such defects.

33. The Allottee(s) / Purchaser(s) before taking possession of the Said Residential Unit shall completely satisfy himself regarding the construction, facilities and amenities in respect thereof and hereby agree not to raise any dispute on such account thereafter either individually and or by joining as member(s) in the society and or otherwise, in any capacity. The Allottee(s) / Purchaser(s) after taking possession of the Said Residential Unit, shall make no claim against the Vendor Company in respect of any item of work in the unit, which may be said not to have been carried out or for non–compliance or any designs, specifications, building material or any other reason whatsoever.

34. a) All communications shall be sent by the Vendor Company to the Allottee(s) / Purchaser(s) at the mailing address given by him which shall be deemed as served duly. The address provided shall be final unless any change is intimated under Registered AD letter or e-mail. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Allottee(s) / Purchaser(s) and the Allottee(s) / Purchaser(s) shall be responsible for any default in payment and other consequences that might occur there from. In case of joint allotment , all communications, demand notices etc. shall be sent by the Vendor Company to the

Allottee(s) / Purchaser(s) whose name appears first and at the address given by him, which shall for all purpose be considered as service on all the Allottee(s) / Purchaser(s) and no separate communication shall be sent to the other named Allottee(s) / Purchaser(s).

b) The Vendor Company hereby agrees that it shall, before handing over possession of the Said Residential Unit to an Allottee(s)/Purchaser(s) and in any event before execution of a conveyance/assignment of lease of the said land in favour of a corporate body/society to be formed by the Allottee(s)/Purchaser(s) of the Said Project to be constructed on the said land which shall be completed within a period of ten years or as per Special Township Regulation of Maharashtra Government (hereinafter referred to as "the Society"/ "the Limited Company") make full and true disclosure of the nature of its title to the said land as well as over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Vendor Company has/have absolute, clear and marketable title to the said land so as to enable it to convey to the said Society/Limited company such absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said land by the Vendor Company in favour of the said Society/Limited Company.

Unless it is otherwise agreed to by and between the parties hereto the Vendor Company shall, within four months of registration of the Society or Limited Company transfer all the right, title and the interest of the Vendor Company and/or the owners in the allotted part of the said land together with the building/s by obtaining/or executing the necessary conveyance/and or assignment of lease of the said land (or of such Society or Limited Company, as the case may be such conveyance /assignment of lease shall be in keeping with the terms and provisions of this Agreement). In that event the Allottee(s) / Purchaser(s) shall also be liable to pay the proportionate stamp duty and Registration charges including administrative and other expenses. In case of execution of Conveyance in favour of the Society or Limited Company, the responsibility of maintenance relating to the said project shall be that of the Society or Limited Company w.e.f. the date of execution of the conveyance and under such circumstances it shall be construed that the responsibility of Vendor Company has been taken over and accepted to be complied with by the Society or Limited Company.

The Allottee(s) / Purchaser(s) and/or the Vendor Company shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the limit prescribed by the Registration Act and the Vendor Company will attend such office and admit execution thereof.

35. It shall be the responsibility of the Allottee(s) / Purchaser(s) to inform in writing with appropriate acknowledgement to be obtained for communicating any changes in the earlier existing addresses failing which all demands, notice etc, by the Vendor

Company shall be mailed to the address given by the Allottee(s) / Purchaser(s) and deemed to have been received by the Allottee(s) / Purchaser(s).

36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The **Allottee(s) / Purchaser(s)** shall have no claim save and except in respect of the particular premises. The remaining portion of plot, property, other unsold flats/car parking spaces, common areas, etc. shall be the property of the Vendor Company until the whole of the said plot and or any part thereof with building constructed thereon is transferred to the Co-operative society/Limited Company as mentioned herein.

37. That the purchaser/s is/are aware that the Vendor Company is developing the said project as a special township and at present building plans are approved with basic FSI available in respect of special township without taking into consideration FSI/TDR that may be available in future by the sanctioning authority in accordance with any rules and regulations that may be in force from time to time.

The Purchaser/s is/are aware that as per layout sanctioned by the Competent Authority, the Vendor Company will be constructing various buildings in the said Project. The Purchaser/s is also aware that the Vendor Company shall be consuming the full potential FSI in relation to the total area of the said Property and the Vendor Company shall be consuming the full potential FSI in relation to the total area of the said special township as permissible under the relevant Development Control Rules while constructing various buildings on the basis of the approved plan. It has also been brought to the notice of the Purchaser/s that the FSI consumed in any building has no relation with the area of plot on which the building is constructed. It is abundantly made clear to the Purchaser/s and all the Purchaser/s that none of the plots on which the said individual building is constructed shall be entitled to additional benefits of FSI in lieu of the open spaces, internal road, garden and/or the land appurtenant to such building as the FSI of the said Property and/ or said township has been or shall be utilized by the Vendor Company elsewhere on the said Property and/ or said township In view of what is stated hereinabove, it is hereby agreed that neither the Purchaser/s nor the Societies so formed, shall have any claim on proportionate benefit of FSI in respect of their individual buildings, nor shall they be entitled to raise objection for the said imbalance in the distribution of FSI. The Purchaser/s confirm that he/she/they/it is/are aware that it will not be possible to segregate the plots on which the individual buildings are constructed from the said township and he/she/they/it will not require or insist upon subdivision or ask for separation of these smaller plots from the said Property and/ or said township.

At present FSI available in respect of the said special township is 3,79,293 Sq. Mtrs (2,27,576 Sq. Mtrs for residential and 1,51,717 Sq. Mtrs. for commercial & amenities) and the purchaser is fully aware of the same. The Purchaser/s shall not object to

utilization of the balance FSI or such further FSI/TDR as may be permissible in respect of special township before completion of the entire development and hereby specifically grant his/her/their/its consent.

38. The Purchaser/s has been informed and is aware that the buildable area on the basis of the available Floor Space Index ("FSI") has been sanctioned for the special township as a whole. The Purchaser/s hereby agree, declare and confirm that he/she/they/it is / are aware that the Vendor Company is developing the said Larger Property as one property and as such will utilize entire FSI additional FSI, Fungible FSI, TDR or any other benefits or potential that may be available in respect of the said Larger Property in such a manner as developer may deem fit and proper in its sole, absolute and unfettered discretion. Consequent to the aforesaid, it is hereby expressly clarified, agreed and understood that the Vendor Company shall always and at all times have the exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to do and carry out, the following:-

a) the Vendor Company shall have the absolute, exclusive and full right and authority to amalgamate the said Larger Property with any of its adjoining Property/ies;

b) The entire Floor Space Index (FSI), Additional FSI/Fungible FSI and/or Transferable development Right (TDR), including the unutilized, unconsumed and the proportionate FSI and/or TDR, originating from or arising out of or available in respect of the said township and/or the contiguous, adjacent or adjoining lands and/or any other lands and/or properties whatsoever and the entire increased, additional and extra FSI and/or TDR which are now available and which may be available or granted and/or sanctioned at any time hereafter but before completion of entire development in respect of said township on any account or due to any reason whatsoever, including on account of handing over to the Competent Authority empowered on that behalf and/or any other Government or local body or authority, any part/s thereof affected by set-back and /or amenity space requirements and/or regulations and/or affected by any reservation, acquisition and/or requisition and/or due to providing amenities/facilities on the Larger Property and/or any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Vendor Company save except the FSI granted by the Vendor Company under the authority. The Purchaser/s herein and the Society/s of the Purchaser/s which may be formed as envisaged in this Agreement / Apex Body shall not have or claim any rights, benefits or interests whatsoever in respect thereof;

c) Neither the Purchaser/s nor any of the other Purchasers of Flat in the buildings being constructed in Residential Zone (including the Building) nor the Body of Purchasers to be formed in such buildings (including the Building) shall be entitled to claim any FSI howsoever available in the said township. All FSI at any time available in respect of the said Project in accordance with the Project layout or any part thereof shall always belong absolutely to the Vendor Company. the Vendor

Company alone is entitled to acquire Transferable Development Right/s (TDR) in respect of the said Larger Property and make additional construction on the said Larger Property and/or any part thereof and /or the said building/s by utilizing such development rights save and except the rights granted to the Vendor Company herein as aforesaid. the Vendor Company shall, at all times hereafter including before or after execution and registration of the conveyance deed / lease deed / deed of transfer ("Deed/s of Transfer") have unfettered unrestricted right to avail of the FSI and /or TDR as may be permissible under the Development control Regulations, 1993, and other prevalent rules, regulations or law that may be in force from time to time and to utilize such FSI and/or TDR in any portion of the said township including by raising additional storey/s on the said building/s; and/or any other building or by constructing new building on the balance part of the Larger Property;

d) the Vendor Company shall have the absolute, exclusive and full right, authority and unfettered discretion to use, utilize and consume the FSI available to them under the said permission for special township for construction on any part of said Building/s as may be permitted by law and as the Vendor Company may desire and deem fit and proper in their sole and unfettered discretion on the said Property and Purchaser/s will not object to such development of construction on any grounds whatsoever;

39. All disputes differences or questions whatsoever which may at any time hereafter arise between the Parties hereto or their respective successors-in-title and assigns touching or concerning this Agreement or its interpretation or effect as to the rights, duties, obligations and liabilities of the parties hereto or either of them under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of this Agreement or in relation to the subject matter of this Agreement shall be governed by and determined in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force and in accordance with the provisions thereof. It is clearly agreed and understood between the Parties hereto that the arbitration proceedings shall be held at Nagpur.

**SCHEDULE "A" REFERRED TO ABOVE**
**(PROPERTY TO BE DEVELOPED)**

ALL THOSE Pieces and Parcels of land bearing Survey Nos. 116, 117, 119, 120/2, 123/2, 129, 131/1-A, 131/2, 132/1, 133, 134, 136, 138/1, 2 & 3, 139/1 & 3, 140, 141/2, 143/1, 2, 3 & 5, 151/2, 162, 163 and 176 containing by admesurement60.59 Hectares (OR 6,05,900 Sq. Mtrs.), held in Occupation Class – 1 Rights of MOUZA – KOTEWADA, P.S.K. 72, situate at Village – Kotewada, within the limits of Grampanchayat – Kotewada, in Tahsil – HINGNA and District – NAGPUR.

**SCHEDULE "B" REFERRED TO ABOVE**

**(Description of RESIDENTIAL Unit as chosen by the Purchaser(s))**

Kh. No. 123/2

Plot No. R 1.5

**Unity Studio Apartment, 1 BHK**, **FLAT No. _____ ( _____Floor).**

Carpet Area _____ Sq. Mtrs. (OR _____ Sq. Fts.)

Balcony Area of _____ Sq. Mtrs (OR _____Sq. Fts)

Total Carpet Area including Balcony Area _____ Sq. Mtrs. (OR _____ Sq. Fts)

**Towards EAST : BY _____,**

**Towards WEST : BY _____,**

**Towards NORTH : BY _____,**

**Towards SOUTH : BY _____.**

The said building shall consist of 12 flats on each floor and the said building shall be of 11 floors including stilt.

**SCHEDULE "C"**

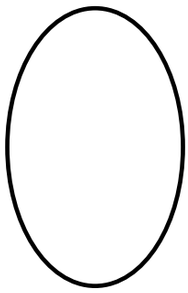
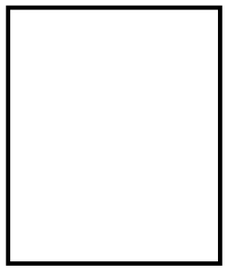
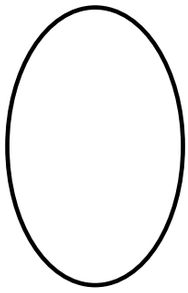
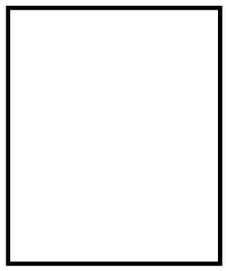
**Specifications For Aforesaid Unit**

| **SPECIFICATIONS:** | |
|---|---|
| Wall finish | |
| Internal | Two coats of putty with primer coat. |
| External | Weather proof exterior grade paint. |
| **Floorings** | |
| Living/ Kitchen/Bedroom | Vitrified tiles (600 x 600 mm) |
| Balcony | Ceramic tiles (300 x 300 mm) |
| **Kitchen** | |
| Dado | Ceramic tiles – 600 mm above platform |
| Platforms | Granite platform |
| **Toilets** | |
| Floor | Concept Ceramic Tiles |
| Dado | Concept ceramic tiles – 2100 mm height |
| Fittings | Ceramic fixtures, CP fittings of Johnson/jaguar or equivalent. |
| **Doors / Windows** | |

| | |
|---|---|
| Main Doors | M.S. secure doors |
| Internal Doors/Bathrooms | Granite frame, laminated flush door |
| Windows | Aluminium window (Powder coated) |
| Electrical | Concealed wiring and MCBs etc. as required |
| Air Conditioner | Provision for one AC |
| Communication | Internal cabling, Wi-Fi and landline enabled. |
| **AMENITIES :** | |
| **ROAD** | Paver blocks/concrete/ Asphalt roads |
| **OPEN SPACES** | Designer Landscaping, paved walkways, joggers track, parks, sitting pavilion. |
| **WATER SUPPLY** | Potable Water supply |
| **WASTE WATER** | Treatment System |
| **ELECTRICITY MAINS** | Electrical sub-station, Underground Cabling |
| **ELECTRICITY BACKUP** | DG sets backup supply for common areas |
| **GAS** | LPG reticulated supply system |
| **STREET LIGHTING** | Adequate street lights on all roads |
| **SECURITY** | Gated community, Guard room, CCTV system |
| **CLUB HOUSE** | Restaurant, Gymnasium, Tennis Courts, Activities room, Multi-purpose hall, Swimming pool |
| **EDUCATION** | Kindergarten, Primary school and Secondary school (in subsequent phase to come) |
| **SHOPPING** | Neighborhood convenience shopping |

**IN WITNESS WHEREOF** the Parties hereto have got their signatures appended to this Agreement at Hingna on the day, month & year first above written and in the presence of the following witnesses.

| SL. NO. | FINGER PRINT (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH | SIGNATURE & FULL NAME |
|---|---|---|---|
| 01 | |  | **FOR FIRE ARCOR INFRASTRUCTURE PRIVATE LIMITED**<br><br>**(SWAPAN MANORANJAN BHATTACHARJEE)**<br>**Authorized Signatory for**<br><br>**VENDOR COMPANY** |

| | | | |
|---|---|---|---|
| **02** |  |  | **(MR. _____)** |
| **03** |  |  | **(MRS. _____)**<br>**ALLOTTEE(S)/PURCHASER(S)** |

**WITNESSES :**

**(1) _____** **(2) _____**