GLOCAL SQUARE

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AGREEMENT

This **AGREEMENT** made and execution at Nagpur this .....day of..... in the year 2019.

BETWEEN

GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at San-Mahu Commercial Complex, 5, Bund Garden Road, Pune 411001, through its authorised Representative Shri. **Atul Jaiprakash Goel** Aged about **43** Years, Occupation : Business R/o. San Mahu complex camp Pune, hereinafter referred to as **"THE OWNER NO.1 /PROMOTER/DEVELOPER/LESSOR",** (which expression shall unless it be repugnant to the context or meaning thereof mean and include successors-in-title and/or assigns) **OF THE FIRST PART**

AND

(1) MISS. PURNIMA VISHWANATHRAO BUTY, Age – 58 years, Occupation – Housewife (2) SHRI. ANIRUDDHA ALIAS DILIP MUKUNDRAO BUTY Age – 52 years, Occupation –Business, (3) SHRI PUSHKAR VISHWANATHRAO BUTY, Age – 51 years, Occupation – business, (4) SHRI. GIRISH RAMCHANDRA BUTY, Age – 48 years, Occupation –Business, (5) SHRI. YOGESHWAR RAMCHANDRA BUTY, Age – 45 years, Occupation –business, (6) SMT. MADHURIBAI RAMCHANDRA BUTY Age – 77 years, Occupation – Housewife, all residing at – Laxmi Vilas Palace, Jail Road, Rahate Colony, Nagpur being represented by their Power of Attorney Holder Shri. **Atul Jaiprakash Goel** Aged about **43** Years, Occupation : Business R/o. San Mahu complex camp Pune, The heirs of Late Vasudhabai Vishwanathrao Buty and the heirs of Late Ramchandra Buty hereinafter collectively referred to as "**THE OWNER NO. 2/ CO-PROMOTER**", the Owners No. 2/ Co-Promoter, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors administrators and/or assigns) **OF THE SECOND PART**

Shri…… son of……., an adult, Indian inhabitant, residing at **……** having ……..hereinafter referred to as **"THE ALLOTTEE/ LESSEE" (**which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors administrators and assigns) **OF THE THIRD PART**

(The Owner No.1 /Promoter/Lessor, The Owner No. 2/ Co-Promoter and The Allottee/ Lessee Are hereinafter collectively Referred To As The "**Parties**")

WHEREAS:

A. The Owner No.1/ Promoter/Lessor and the Owner No. 2 are respectively seized and possessed of and even otherwise are well and sufficiently entitled to the property being all that the piece and parcel of land or ground admeasuring 23100 sq.mtrs. equivalent to 248648.40 Sq. ft. popularly known as "BUTY MAHAL" bearing Khasra No.320 and bearing

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corresponding CTS Nos. 3116 to 3128 (both inclusive) situated, lying and being at Ward No.3, Sitabuldi, Nagpur, within the Registration District and Sub-District of Nagpur and within the limits of the Nagpur Improvement Trust and the Nagpur Municipal Corporation and hereinafter referred to as **"the Said Property"**, having respective right, title and interest therein. The said Property is more particularly described in the **First Schedule** hereunder written;

B. By virtue of Development Agreement dated 2nd August, 2006 duly registered under Serial No. 2336 of 2006 with the Sub- Registrar Nagpur - 3 ("**said Development Agreement**") executed by the predecessor-in-title of Owner No.2 in favour of the Owner No. 1/ Promoter/Lessor (read with diverse Deeds of Confirmations executed subsequently), the Owner No. 1/ Promoter/Lessor have acquired sole, absolute and irrevocable rights and authority to develop the said Property, to the extent of the share of Owner No.2 for the consideration and on the terms and conditions therein recorded. The Owner No.1/Lessor/Promoter has acquired and in possession of the project land.

C. The said Building Plan sanctioned by the Nagpur Improvement Trust vide its Commencement Certificate No. 2962/Tr. No. 2012021818/1499 dated 27/06/2012 in respect of the building containing shops / commercial premises / units on the said property after demolition of existing structures thereon and then the Owner No.1 /Promoter/Developer/Lessor has also obtained revised sanctioned plan vide its certificate no. AB944/Tr. No. 2013031657/8226/3593 dated 11/12/2014 and the following shops / commercial premises / units have been sanctioned by the Nagpur Improvement Trust by consuming the FAR/FSI arising from the said land.

Phase / Project	**Buildings proposed**	**Aggregate No. of Shops / Units proposed**	**Sanctioned**
Glocal Square – LG and 2nd Floor	GS – LG – Wing A, B and C	111	Yes
	GS – LG – Wing D	32	Yes
	GS – 2nd Floor - Wing A, B and C	730	Yes
Glocal Square – Ground and 1st Floor	GS – Gr Floor - Wing A, B and C	800	Yes
	GS – 1st Floor - Wing A, B and C	800	Yes
Glocal Square – 3rd, 4th, 5th and 6th Floor	GS – 3rd Floor – Wing A and B	500	Yes
	GS – 4th Floor – Wing A and B	500	Yes

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	GS – 5th Floor - Wing A and B	500	Yes
	GS – 6th Floor - Wing A and B	200	No
Glocal Square – Gr to 6th Floor	GS – Gr Floor – Wing D	300	Yes
	GS – 1st Floor – Wing D	300	Yes
	GS – 2nd Floor – Wing D	300	Yes
	GS – 3rd Floor - Wing C and D	100	Yes
	GS – 4th Floor - Wing C and D	100	Yes
	GS – 5th Floor - Wing C and D	100	Yes
	GS – 6th Floor - Wing C and D	100	No
Glocal Square – 7th Floor	GS – 7th Floor	1100	No
Glocal Square – 8th Floor	GS – 8th Floor	1100	No
Glocal Square – 9th Floor	GS – 9th Floor	1100	No
	Total	**8773**	

The promoter proposes to procure / make available FAR (FSI) by way of purchase of "Transferable Development Rights" , FSI or TDR generated in the scheme by handing over the road area out of the total land of 248648.40 Sq.ft. for Road Widening, "Paid FSI" , or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modifications to the existing Development Control Regulations which are applicable to the said project and to consume such additional FSI by constructing sanctioned additional floors.

The said building and the areas, facilities and infrastructure common to all the said building and the said land more particularly described in the first schedule herein under written as and referred to as " the said whole project ".

The Owner No.1/ Promoter/ Lessor shall construct the said Building in phase as follows:

Phase-I . - LG consisting wings A,B,C, and D and 2nd Floor consisting wings A,B and C.

Phase-II - Ground and 1st Floor consisting wings A, B and C each.

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Phase-III	-	3rd, 4th, 5th and 6th Floor consisting wings A and B each.
Phase-IV	-	Ground Floor to 6th Floor consisting wings C and D each.
Phase-V	-	7th Floor consisting wings A,B,C and D.
Phase-VI	-	8th Floor consisting wings A,B,C and D.
Phase-VII	–	9th Floor consisting wings A,B, C and D.

D. The Allottee/ Lessee is engaged, inter alia, in the business of..... (hereinafter referred to as the "**Business**");

E. The Allottee/ Lessee, is in need of premises to carry out the Business and has approached the Owner No. 1/ Promoter/Lessor with a request to grant the Allottee/ Lessee, Perpetual leasehold rights in respect of Shop/ Premises Unit/ Shop No..... admeasuring..... sq. mtrs. (Carpet area) on the..... floor of the said Building (hereinafter referred to as "**said Premise**") as shown demarcated in red colour boundary line on the plan annexed hereto and marked as **Annexure "A"** and more particularly described in the Schedule hereunder written, to ~~be~~ commenced on and from the expiry of the notice issued by the Owner No.1/Promoter/Lessor to occupy the said Premises. The said Premise is more particularly defined in the second Schedule herein under written.

F. The Owner No. 1/ Promoter/Lessor has entered into a standard Agreement with an Architect registered with the Council of Architects- ASHOK MOKHA ARCHITECTS and such Agreement is as per the Agreement prescribed by the Council of Architects;

G. The Owner No. 1/ Promoter/Lessor has appointed a Structural Engineer J. W. Consultant LLP for the preparation of the structural design and drawings of the said Building and the Owner No. 1/ Promoter/Lessor accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Project.

H. Certificate of Title dated 25/05/2017 issued by Advocate Sachin Agarwal, relating to the said Property, is annexed hereto and marked as **Annexure "B"** Copy of the Property Register Card is annexed hereto and marked **Annexure "C".**

I. The Allottee/ Lessee has inspected the title documents of the Owner No. 1/ Promoter/Lessor pertaining to the said Property and is fully satisfied with the same and in particular the right of the Owner No. 1/ Promoter/Lessor to develop, deal and dispose of the said Building. The Allottee/ Lessee further represents that it shall not be permitted hereafter to raise any objections/ requisitions on the title of the Owner No. 1/ Promoter/Lessor.

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J. The copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked **Annexure C1**.

K. The copies of the plans and specifications of the said Premises agreed to be granted on Perpetual lease to the Allottee/ Lessee, as proposed by the Owner No. 1/ Promoter/Lessor have been annexed hereto and marked **Annexure C2**, and as approved by the concerned local authority, Nagpur.

L. Owner No. 1/ Promoter/Lessor intends that all the Shops/ Commercial Premises/ Units in the said Building shall form part of a Marketplace concept to be run and operated there from and that all the Alottee/s/ Lessee/s of such Shops / Commercial Premises / Units shall be subject to certain Rules and Regulations formed by the Confirming Party and set out in a "**Marketplace Operation Manual**" and in a "**Fit Out Manual**". Any Breach of such Rules and Regulations set out in the said "**Manuals**" shall constitute a material Breach on the part of the Allottee/s/Lessee / s and the same shall entitle the Owner No. 1/ Promoter/Lessor to terminate these present agreement or the Perpetual Lease to be granted in pursuance hereof. The Rules and Regulations will be annexed with the possession agreement. This will be essence of contract and will be binding on the Allottee/Lessee.

M. Allottee/Lessee shall occupy the said Premise as per the available zone and shall operate in designated zone only. The purpose behind zoning is to reduce the time spent searching for the stores and enhancing customer experience thereby increasing the profitability of every Allottee/Lessee, and hence different categories are assigned in the different areas in the marketplace, keeping in mind the needs of the end consumer. The purpose of zoning is to organize the categories of retailers in the Mall in proper manner that the sale throughout can be maximised and the end customer is delighted with it's shopping experience and avail the variety of goods it desire to by at one organised location. The zoning ensures that each category of retail in the Mall is adequately made accessible so that enough variety is available for the customer to make relevant choice. To reduce the time spent searching for the right stores, different categories are assigned different areas in the Mall. This process also ensures at each category's business viability and relative positioning in the mall circulation so that maximum number of retailers are profitable simultaneously. The Rules and Regulations will be annexed with the possession agreement and will be binding on the Allottee/Lessee. This is the essence of the contract as it will lead to success of business of Allottee/Lessee and Promoter of the concept of which is agreed by the Allottee/ Lessee at the time of execution of this Agreement.

N. The Owner No.1/Promoter/Lessor have informed the Allottee/s/Lessee/s that the said Premise in the said Building shall be allotted on Perpetual

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Lease basis by the Owner No.1/Promoter /Lessor to the various Allottee/s/Lessee/s including the Allottee/ Lessee herein and pursuant to the possession of the said Premise being handed over to the Allottee/ Lessee, in terms herein after recorded, this Agreement shall deem to operate as Perpetual Lease of the said Premises by and between the Owner No.1/Promoter /Lessor herein and the Allottee/ commencing on and from on and from the expiry of the notice issued by the Owner No.1/Promoter/Lessor to occupy the said Premises for the Lease Premium, Lease Rent and other terms and conditions to be complied by the Allottee/ Lessee herein. The Allottee/ Lessee agrees and confirms that this understanding is the essence of this Agreement. The Owner No.1/Promoter/Lessor reserves the rights to modify / change the said zones as per over all business and marketing research requirement of the mall, with prior notice to Allottee / Lessee. In such cases Allottee / Lessee has to either relocate in it's desired business zone or to operate as per zone demarcated for above said reserve shop.

O. The Owner No.1/Promoter/Lessor relying upon the said request/application and the assurances, confirmations, declarations, representations and undertakings of the Allottee/Lessee as set out herein, has agreed to grant a Perpetual Lease for the said Premises to the Allottee/Lessee and the Allottee/Lessee has agreed to accept such Perpetual Lease strictly upon certain terms and conditions as set out hereinafter.

P. Prior to the execution of these presents the Allottee/Lessee has paid to the Owner No.1/ Developers a sum of **Rs……/- (Rupees……)** only, being part payment of the compensation/Lease Premium of the said Premises agreed to be leased on perpetual basis by the Lessor to the Allottee/Lessee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Owner No.1/ Developers both hereby admit and acknowledge) and the Allottee/Lessee has agreed to pay to the Owner No.1/ Developers the balance of the Compensation/Lease Premium in the manner hereinafter appearing.

Q. The Owner No.1/ Developers has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**"RERA**") with the Real Estate Regulatory Authority at **Mumbai** no.....authenticated copy is attached in **Annexure "F"**

R. Under Section 13 of the said Act, the Owner No.1/Promoter/Lessor is required to execute a written Agreement of the said Premise in favour of the Allottee/Lessee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

S. The Parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing.

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

1. The said Building Plan sanctioned by the Nagpur Improvement Trust vide its Commencement Certificate No. 2962/Tr. No. 2012021818/1499 dated 27/06/2012 in respect of the building containing shops /commercial premises / units on the said property after demolition of existing structures thereon and then the Owner No.1 /Promoter/Developer/Lessor has also obtained revised sanctioned plan vide its certificate no. AB944/Tr. No. 2013031657/8226/3593 dated 11/12/2014 and the following shops / commercial premises / units have been sanctioned by the Nagpur Improvement Trust by consuming the FAR/FSI arising from the said land, in a phase wise manner, in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been duly verified by the Allottee/Lessee prior to the execution hereof. Provided that the Owner No.1/Promoter/Lessor shall have to obtain prior consent in writing of the Allottee/Lessee in respect of variations or modification which may adversely affect the said Premise except any alteration or addition required by any Government authorities or due change in law. The Allottee/Lessee hereby confirms and agrees that it shall not raise any objection with respect to the alterations carried out by the Owner No.1/Promoter/Lessor and hereby, gives his/her/their irrevocable consent to the Owner No.1/ Promoter/Lessor to carry out the same, provided the area of the said Premises to be allocated to the Allottee/Lessee is not reduced and further that such changes are required to be done as required by the concerned authorities as stated hereinabove under the said Act.

2. The Owner No.1/Promoter/Lessor has agreed to grant on Lease on Perpetual basis to the Allottee/Lessee and the Unit/Shop No. **.....**admeasuring about..... Sq ft Carpet area (as defined under RERA), to be situated on..... floor (hereinafter referred to as "**the said Unit/Shop**") of the said building for the Lease Premium/Compensation of Rs**.....**/- (**Rupees.....Only.**) payable by the Allottee/Lessee to the Owner No.1/Promoter/Lessor in the manner referred to herein below. The **said Unit / Shop** is more particularly described **the Schedule III** hereunder written and is shown as shown in the thereof Floor plan hereto annexed and marked Annexures **A.** The common areas and facilities, in the said Project are more particularly described in the **Schedule III** annexed herewith.

3. The Allottee/Lessee has paid to the Owner No.1/Promoter/Lessor a sum of Rs**.....** /(Rupees.....**Only.**) on or before the execution of these presents as a part payment of the Compensation/ Lease Premium payable (the payment and receipt whereof the Owner No.1/Promoter/Lessor doth

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hereby admit and acknowledge). The balance Compensation/Lease Premium shall be paid by the Allottee/Lessee to the Owner No.1/Promoter/Lessor by **cheques/demand drafts drawn/issued favouring "GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED"** to be deposited in the manner as follows:

(i) ₹_____/- (Rupees _____ _____ Only) (not exceeding 10% of the total consideration) as an Advance Money.

(ii) ₹_____/- (Rupees _____ _____ Only) (not exceeding 30% of the total consideration) at the time of execution of an Agreement to Sale/Lease.

(iii) ₹_____/- (Rupees _____ _____ Only) (not exceeding 45% of the total consideration) to be paid to the Owner No.1/Promoter/Lessor on completion of the Plinth of the said Building in which the said Premises shall be situated.

(iv) ₹_____/- (Rupees _____ _____Only)(not exceeding 70% of the total consideration) to be paid to the Owner No.1/Promoter/Lessor on completion of the slabs including podiums and stilts of the said Building in which the said Premises is located.

(v) ₹_____/- (Rupees _____ _____Only) (not exceeding 80% of the total consideration) to be paid to the Owner No.1/Promoter/Lessor on completion of walls, internal plaster, floorings of the said Premises.

(vi) ₹_____/- (Rupees _____ _____Only) (not exceeding 90% of the total consideration) to be paid to the Owner No.1/Promoter/Lessor on completion of, staircases, lift wells, lobbies upto the floor level, and elevation, terraces with water proofing of the respective Wing of the Building in the said Project / Phase.

(vii) ₹_____/- (Rupees _____ _____ Only) (not exceeding 95% of the total consideration) to be paid to the Owner No.1/Promoter/Lessor on completion of the lifts, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appurtenant and all other requirements as

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may be prescribed in the Agreement of the sale / lease of the said Building in which the said Premises is located.

(viii) Balance Amount of ₹_____/- (Rupees _____ Only) against and at the time of handling over of the possession of the said Premises for fit outs and furniture to the Allottee/Lessee or after receipt of occupation certificate or completion certificate.

3.1 The Total Price above excludes Taxes (consisting of tax paid or payable by the Allottee/s by way of Goods and Service Tax or any other similar taxes which may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Shop by the Promoter to the Allottee/s/Lessee, in connection with the construction of and carrying out the Project) payable by the Allottee/s/Lessee up to the date of handing over the possession of the said Shop.

4. The Allottee/ Lessee agrees to pay the aforesaid sum and the other amounts on the due dates as informed by the Owner No.1/Promoter/Lessor without default. The timely payments of the above mentioned instalments is a condition precedent for the continuance of agreement and is the essence of the agreement between the Parties if the Allottee/ Lessee fails to do so, the Owner No.1/Promoter/Lessor shall have right to terminate the agreement without issuing any notice for the same.

4.1 If the Promoter fails to abide by the time schedule for completing the said Project and handing over the Unit/Shop to the Allottee/s, who does not intend to withdraw from the said Project, interest as specified in the Rules on all the amounts paid by the Allottee/s/Lessee for every month of day till the handing over of the possession. The Allottee/Lessee agrees to pay to the Promoter, interest as specified in the Rules on all the delayed payments which become due and payable by the Allottee/Lessee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Lessee to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, on the Allottee/Lessee committing default in payment on due date of any amount due and payable by the Allottee/Lessee to the Promoter under this Agreement and on the Allottee/Lessee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate his Agreement.

Provided further the Promoter shall give notice of 15 days in writing to the Allottee/s by Registered Post A.D. at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, of this intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify

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the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may payable to Promoter, within the period of 30 days (thirty days) of the termination, the instalments of the premium consideration of the shop/unit which may till then have been paid by the Allottee/s to the Promoter.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price to be provided by the Promoter in the said Building and the Unit as set out in **Annexure "E"** annexed hereto.

6. The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of Development Charges payable to the Nagpur Improvement Trust and/or any other increase in charges which may be levied or imposed by the said Corporation/Local Bodies/Maharashtra State Electricity Distribution Company Limited/Central and State Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in Development Charges, Cost, or Levies imposed by the Nagpur Improvement Trust and/or Maharashtra State Electricity Distribution Company Limited etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/Lessee.

7. Simultaneously with the execution of this Agreement, the Allottee / Lessee shall be obliged to pay to the Promoter applicable Goods and Service Tax (GST), in terms of the provisions of Central Goods and Service Tax Act, 2017/Integrated Goods and Service Tax Act 2017 / Maharashtra Goods and Services Tax Act, 2017/or rules framed there under or any other law for the time being in force for the purpose, of the agreed Lease / Premium price of the said Shop/Unit. The said amount shall be paid by the Promoter to the Government as prescribed by the Law. The Allottee/Lessee shall make payment of GST applicable to the said Shop / Unit at the rate prescribed by Law at the time of execution of these presents. If, however, at any time hereafter, the rates of such Goods and Service Tax (GST) are increased or decreased by the Government, the amount payable by Allottee/Lessee to the Promoter under this Clause shall vary accordingly. In addition to the above, the Allottee/Lessee shall be liable to bear and pay all and any other taxes, duties, charges, premiums, levies, cesses, surcharge as may be levied by the State or Central Government or any other Authority and arising from or incidental to the Lease the said Shop/Unit by the Promoter to the Allottee/s before or after

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taking the possession of the said Shop/Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Allottee/s hereby agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Allottee/s of any such taxes, duties etc.

8. In case of any financing arrangement entered into by the Allottee/Lessee with any financial institution with respect to the perpetual lease of the said Premise, the Allottee/Lessee undertakes to direct such financial institution to pay all such amounts towards the sale price/consideration, and the Allottee/Lessee shall ensure that such financial institution shall disburse/pay all such amounts towards Lease Premium/ Compensation due and payable to the Owner No.1/ Promoter/Lessor in the designated account as aforesaid. In the event of any change in the account details of the Owner No.1/Promoter/Lessor in which the payments are to be made the Owner No.1/Promoter/Lessor shall inform the same in writing to the Allottee/Lessee. Failure to pay the amounts in the account of the Owner No.1/Promoter/Lessor shall be construed as a breach on the part of the Allottee/Lessee. The Allottee/Lessee agrees and confirms that the payment of instalments shall be made on the due dates, without any delay or default, in terms of this Agreement. The Allottee/Lessee agrees that the time for payment is the essence of the contract. A written intimation forwarded by the Owner No.1/Promoter/Lessor to the Allottee/Lessee that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed.

9. The Allottee/Lessee agrees to pay to the Owner No.1/Promoter/Lessor, interest as specified in the Real Estate (Regulation and Development) Act 2016, on all the delayed payments, which become due and payable by the Allottee/Lessee to the Owner No.1/Promoter/Lessor under the terms of this Agreement from the date the said amount is payable by the Allottee/Lessee to the Owner No.1/Promoter/Lessor. Without prejudice to the right of the Owner No.1/Promoter/Lessor to charge interest as per the rules and regulations of the Real Estate (Regulation and Development) Act 2016, as stated herein, on the Allottee/Lessee committing default in complying with the terms and conditions herein recorded including without limitation default in payment of due dates of any amount due and payable by the Allottee/Lesse to the Owner No.1/Promoter/Lessor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Lessee committing three defaults of payment of instalments, the Owner No.1/Promoter/Lessor shall at his own option, terminate this Agreement. Provided that the Owner No.1/Promoter/Lessor shall give notice of 15 (fifteen) days in writing to the Allottee/Lessee, by Registered Post A. D. at

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the address provided by the Allottee/Lessee and mail at the email address provided by the Allottee/Lessee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Lessee fails to rectify the breach or breaches mentioned by the Owner No.1/Promoter/Lessor within the period of notice then at the end of such notice period, the Owner No.1/Promoter/Lessor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, Owner No.1/Promoter/Lessor as per provisions of, the Real Estate (Regulation and Development) Act 2016, shall refund to the Allottee/Lessee with a 10% deduction, within a period of 30 (thirty) days of the termination, the instalments of Lease Premium of the said Premise which may till then have been paid by the Allottee/Lessee to the Owner No.1/Promoter/Lessor. All the aforesaid rights and/or remedies of the Owner No.1/Promoter/Lessor are cumulative and without prejudice to one another. It is agreed by and between the Parties hereto that in case of cancellation due to non acceptance in relocation of zoning (if any) previously shown and agreed by the Allottee/Lessee, no deductions will be done and as well as interest of 12% per annum will be paid. In such a case, the Owner No.1/Promoter/Lessor shall give a 60 day notice to the lessee beyond which if the Allottee/Lessee does not vacate, or refuses to accept the refund of monies, a penalty of Rs. 25,000 per day will be applicable to be paid by the Allottee/Lessee.

10. The Owner No.1/Promoter/Lessor shall confirm the final carpet area that has been allotted to the Allottee/Lessee after the construction of the said Unit is complete and the occupancy certificate is granted by the competent authority by furnishing details of the changes, if any, in the carpet area subject to the variation cap of 3%. The total price payable for the said Unit, shall be recalculated upon such confirmation by the Owner No.1/Promoter/Lessor. If the carpet area of the said Unit is less by more than 3%, then the Owner No.1/Promoter/Lessor shall refund the excess money paid by the Allottee/Lessee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was payable by the Allottee/Lessee. The Allottee/Lessee shall not demand refund of amount towards reduction in the carpet area calculated by his private architect, if any. If there is any increase in the carpet area allotted to the Allottee/Lessee by more than 3%, the Owner No.1/Promoter/Lessor shall be entitled to demand from the Allottee/Lessee the additional / excess amount and the Allottee / Lessee shall pay within 15 days from demand the same amount. All these monetary adjustments shall be made in proportion to the agreement value and its carpet area as agreed in this Agreement.

11. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Nagpur Improvement Trust at the time of

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sanctioning the said Plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the said Corporation, Occupation and/or Completion Certificates in respect of the said Unit/Shop.

12. The Allottee/s agreed to give consent to make any changes, modification, alteration in sanctioned layout and/or building plan may have been necessary to complete the construction before handing over the possession of the said apartment to the Allottee/s and also agreed to give no objection to the concern authority to sanction the layout/s and plans submitted by the Promoter.

13. Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Shop/Unit to the Allottee/s and the common areas to the Association of the Allottee/s after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalments and other dues payable by him/her/them to the Promoter under the terms hereof and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter.

14. The Owner No.1/Promoter/Lessor herby declares that the Floor Space Index ("FSI") available as on date in respect of the project land is 41890.87 Sq. mtrs. only and the Owner No.1/Promoter/Lessor has planned to utilise FSI of 100000.00 Sq. mtrs. by availing the TDR or FSI available on the payment of premiums or FSI available as incentive FSI by implementing the various schemes in the Development Control Regulations or based on expectations of increased FSI which may be available in future on modification to Development Control Regulations which are applicable to the said project. The Promoter has disclosed FSI of 141890.87 Sq. mtrs. as proposed to be utilised by him on the project land on the said project and the allottee / Lessee has agreed to acquire the said shop/ unit based on the proposed constructions and transfer of shops /units to be carried out by the Owner No.1 /Promoter/Developer/Lessor by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner No.1 /Promoter/Developer/Lessor only.

15. The Owner No.1/Promoter/Lessor upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Premises, to the Allottee/Lessee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Owner No.1/Promoter/Lessor shall give possession of the said Premises to the Allottee/Lessee. Notwithstanding the Allottee/Lessee having taken the possession of the said Premise within the aforesaid period, on and from the expiry of the 15 days of the notice period, the Allottee/ Lessee shall be deemed to have taken possession of

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the said Premise and this Agreement shall be deemed to be a Lease Deed executed by and between the Owner No.1/Promoter/Lessor and the Allottees/Lessees on perpetual basis on and from the expiry of the 15 (fifteen) days notice period. The Owner No.1/Promoter/Lessor agrees and undertakes to indemnify the Allottee/Lessee in case of failure of the formalities, documentation on part of the Owner No.1/Promoter/Lessor. The Allottee/Lessee agrees to pay the maintenance charges as determined by the Owners No.1/ Developers as applicable every month.

16. The Owner No.1/Promoter/Lessor shall endeavour to complete the construction of the said Project on or about December 2025. ("the said Date"), and if the construction of the said Project is not completed by the said Date, then the Owner No.1/Promoter/Lessor shall complete the construction of the said Project within further grace period of 9 (nine) months after the said Date, i.e. by September 2026, provided always that the Owner No.1/Promoter/Lessor shall be entitled to further extension of time for completion of the said Building, if the completion of the said Building is delayed on account of force majeure events namely:-

a) War, Civil Commotion or act of God;
b) Any circumstances arising from court order due to specific stay or injunction orders relating to the real estate project from any court of law or Tribunal authority etc, the period shall be valid and extension shall be granted for such period where actual work could not be carried by Promoter as per sanctioned plan due to the said circumstances or court order.
c) Changes in policy/legislation of the Government/ concerned authorities with respect to the said Properties.
d) Any other natural calamity events, which is beyond the control of the Owner No.1 /Promoter/Developer/Lessor", or its agents/contractors as the case may be.
e) Any notice under other public body or authority or on account of withholding or delaying in the grant of the Building Completion Certificate, water connection, electricity connection and also the Owner No.1 /Promoter/Developer/Lessor", shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Owner No.1 /Promoter/Developer/Lessor", from time to time.
f) Non payment of the amounts by the Allottees/Lessees on due dates and as per schedule of payment hereinabove mentioned.
g) Circumstances beyond the control of the Owner No.1 /Promoter/Developer/Lessor", Developers.

17. Within 15 days after notice in writing is given by the Promoter to the Allottee/Lessee that the Shop is ready for use and occupation, the Allottee/Lessee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Shop) of outgoings in respect of

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the said Land and Building/s 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. As mentioned in **Maintaince Schedule .** The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of **Rs.25/- per sq. ft.** carpet area of said shop per month towards the outgoings.The Allotee/Lessee gives an undertaking to follow the system and rules of paymentas mentioned in **Annexure E.**Then this monthly contribution may increase in future depending on actuals & its service charges. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter. The Allottee/Lessee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 25th day of previous calendar month in advance and shall not withhold the same for any reason whatsoever. This monthly maintenance payment is essence of Contract. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/Lessee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein and the Allottee/s shall be liable for penalty, which is extend upto 5% of Apartment or building cost, and/or punishable with imprisonment for a term which is extend upto one year with fine as the case may be as default continuous as determined by the Authority under sec. 67 and 68 of the RERA Act and the Allottee/Lessee shall vacate the said premise and give possession back to Promoter.

18. The Allottee/Lessee hereby agrees to make the payment of yearly Ground Rent, Corporation Taxes as per their undivided share and interest in the said Property on and from the date of expiry of the notice issued by the Owner No.1/Promoter/Lessor to the Allottee/Lessee to occupy the said Unit / Shop and the same is the essence of contract.

19. The Allottee/Lessee hereby also agrees to make payments of the following:-

a. The allottee will pay lease rent in addition to lease premium. The lease rent that the allottee will pay is 0.05218% per month which is Rs. _____per Sq. ft. of Carpet area of _____ Sq. ft. of the lease premium amount with an escalation of 5% every year. The lease rent is to be paid for 45 years which will get automatically renewed after expiry of the lease period of 45 years.

b. Sinking fund @Rs. 3.30/- per sq. ft. of Carpet Area of the said Premise per month will be charged and such amount shall be paid by the Allottee/Lessee in such separate account as may be directed by the Owner No.1/Promoter/Lessor.

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c. The Allottee/ Lessee shall also have to bear the proportionate share in the common maintenance of the said building as per Schedule III and have to abide by the rules of payment mentioned in **Annexure E**

d. The Allottee / Lessee can avail of special infrastructure services on demand which shall be paid as per actual consumption to the service provider. List of such services is attached in Bye Laws clause no 13.

20. If within a period of five years from the date of handing over the said Unit to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Shop or the building in which the said shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Allottee/s shall not, without the prior written consent of the concerned Local Authority as well as Promoter to carry out any alterations of whatsoever nature in the said shop or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Allottee/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said shop and do or omit to do any act which may result in damage to the said shop. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016, to rectify defects automatically shall become void and Allottee/s shall be liable to pay all costs and damages towards restoration, repairs etc., arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings, C.P. Fittings, Electrical and Electronic peripherals, Doors and hardware, Tiles, Glass, Flooring, Furniture and HVAC etc. procured from manufacturers / third parties, to be provided by the Promoter in the said Project and/or in the said shop, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance is not attended to by the Allottee / Lessee.

If there is any dispute regarding any defect in the building or material used within five years from the date of handing over possession, then first

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the Allottee/s shall inform the Customer Care Department of the Promoter and resolve the issues amicably and mutually. The Promoter shall arrange inspection through its engineer in respect of the defects and if it is found that such defects are due to wear and tear / non periodic maintenance / misuse / mishandling of the materials / shop / building, then Promoter would not be liable to rectify such defects. Promoter would also not be liable to rectify the defects like minor hairline cracks on the external and internal walls including RCC structure which might occur due to variation of heat intensity / weathering as these do not affect the structural stability of the Building and hence does not amount to structural defect or bad workmanship defect. Allottee/s shall be at liberty to approach concern authority and refer the matter for the decision of Adjudicating Officer appointed under the said Act in the event of defects being not resolved to his / her satisfaction by the Promoter.

21. The Allottee/Lessee shall use the said Premise or any part thereof or permit the same to be used only for purpose of for carrying on business as per defined zone as per the Rules and Regulations annexed hereto as Annexure C2A.

Operational permission for business of the Allottee / Lessee:
All permissions, licenses, requirements, etc. to be procured and obtained exclusively by the Allottee/ Lessee and no obligation or liability would accrue upon the Owner No.1/Promoter/Lessor.

Signage
As per the fit out manual and designs of Mall's Principal Architects.

22. The Owner no.1/Promoter/Lessor hereby represents and warrants to Allottee/Lessee as follows:

i) The Owner No.1/Promoter/Lessor party has clear and marketable title with respect to the said Property and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property;

ii) The Owner No.1/Promoter/Lessor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Building and shall obtain requisite approvals from time to time to complete the development of the project;

iii) There are no encumbrances upon the said Property or the said Building except those disclosed in the title report;

iv) There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report;

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v) All approvals, licenses and permits issued by the competent authorities with respect to the said Building, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Building/ said Property shall be obtained by following due process of law and the Owner No.1/Promoter/Lessor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Building and common areas;

vi) The Owner No.1/Promoter/Lessor 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/Lessee created herein, may prejudicially be affected;

vii) The Owner No.1/Promoter/Lessor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said [premise which will, in any manner, affect the rights of Allottee/Lessee under this Agreement;

viii) The Owner No.1/Promoter/Lessor confirms that the Owner No.1/Promoter/Lessor is not restricted in any manner whatsoever from Lease the said Premise to the Allottee/ Lessee in the manner contemplated in this Agreement;

ix) The Owner No.1/Promoter/Lessor has duly paid and shall continue to pay and discharge undisputed 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 said Property to the competent Authorities till the handing over the possession of the said Premise to the Allottee/Lessee as per clause 13 to 15 herewith.

x) 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 said property) has been received or served upon the Owner No.1/Promoter/Lessor in respect of the said Property and/or the Building except those disclosed in the title report.

xi) The Owner No.1/Promoter/Lessor does hereby guarantee to the prospective Allottee/Lessee that they shall take every care to see that their present Agreement is not wrongly put to an end by Competent Authority.

xii) The Owner No.1/Promoter/Lessor reserves the right to put up/ erect any Hoardings/ Neon Light Hoardings or Signage's or any

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other Signage on the overhead terraces of the said Commercial Complex and the Owner No.1/Promoter/Lessor shall be entitled to grant the right to put up such hoardings/ signage's to pay person or party on such terms and conditions and for such remuneration as the Owner No.1/Promoter/Lessor deems fit and proper. The Owner No.1/Promoter/Lessor expressly reserves the right to remodel and change the façade of the said Building at such intervals as the Owner No.1/Promoter/Lessor deems fit and proper.

xiii) The Allottee/ Lessee shall permit the Owner No.1/Promoter/Lessor or the their surveyors or agents with or without workmen and others at all reasonable time to enter into and upon their premises or any part thereof with a view to examine the state and condition of the premises and to make good any defects or repairs at the costs of the Allottee/Lesse in respect of the said premises. However, the Owner No.1/Promoter/Lessor shall carry out all the major and structural repairs in the premises.

xiv) The said Commercial Complex may contain Multiplex Theatre/ Hotels/Guest Houses/ Service Apartments /Restaurants / Food Courts/ Event Places/ Retail Outlets/Spas/ Swimming Pools/Sky Walks/Sky Gardens/Meeting Rooms/Conference Rooms/ Club House Facilities and others areas/ premises earmarked for any specialized user which is permissible in law. The Owner No.1/Promoter/Lessor shall be fully entitled to retain ownership, management and control of any such Hotels/Guest Houses/ Service Apartments/ Restaurants/ Food Courts/ Event Places/ Retail Outlets/ Spas / Swimming Pools/ Sky Walks / Sky Gardens/ Meeting Rooms / Conference Rooms/ Club House facilities and other areas/ premises earmarked for any specialized user or Owner No.1/Promoter/Lessor shall be fully entitled to grant lease or licence (on such terms & conditions and for such period as the Owner No.1/Promoter/Lessor deems fit and proper) of any such Hotels/Guest Houses/ Service Apartments/ Restaurants/ Food Courts/ Event Places/ Retail Outlets/ Spas / Swimming Pools/ Sky Walks / Sky Gardens/ Meeting Rooms / Conference Rooms/ Club House facilities and other areas/ premises earmarked for any specialized user and to receive and appropriate the consideration / premium / lease rent/ licence fee received from any lessee/ tenant / licensee.

xv) The Owner No.1/Promoter/Lessor shall be entitled to grant lease or license of any portion of the said Land to any Government / Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Lessee/s herein shall not be entitled to raise any objection to such grant to lease or license.

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23. The Allottee/Lessee/s or himself/themselves with intention to bring all persons into whosoever's hands the Premise may come, hereby covenants with the Owner No.1/Promoter/Lessor party as follows :-

i) To maintain the Premise at the Allottee/Lessee's own cost in good and tenantable repair and condition from the date that of possession of the Premise is taken and shall not do or suffer to be done anything in or to the building in which the Premise is situated which may be against the rules, regulations or bye-laws or change/alter or make any addition in or to the building in which the Premise is situated and the Premise itself or any part thereof without the consent of the local authorities, if required.

ii) Not to store in the Premise any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premise is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Premise is situated, including entrances of the building in which the Premise is situated and in case any damage is caused to the building in which the Premise is situated or the Premise on account of negligence or default of the Allottee/Lessee in this behalf, the Allottee/Lessee shall be liable for the consequences of the breach.

iii) To carry out at his own cost all internal repairs to the said Premise and maintain the Premise in the same condition, state and order in which it was delivered by the Owner No.1/Promoter/Lessor to the Allottee/Lessee and shall not do or suffer to be done anything in or to the building in which the Premise is situated or the Premise which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Lessee committing any act in contravention of the above provision, the Allottee/Lessee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv) Not to demolish or cause to be demolished the Premise or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premise or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premise is situated and shall keep the portion, sewers, drains and pipes in the Premise and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premise is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premise without

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the prior written permission of concern local authority and / or the Owner No.1/Promoter/Lessor and/or the Society or the Limited Company.

v) The Allottee/Lessee shall not do or permit to be done any act or thing which may tend to render void or voidable any insurance of any unit or any part of the said building or cause any increased premium to be payable in respect thereof. The Allottee/Lessee shall be solely responsible for insurance of all goods, furniture and fixtures including 3rd party and public liability Insurance etc. in the premises leased out to Allottee/Lessee. In the event of any incident due to the negligence, fault and any act of the Allottee/Lessee causes damage to the property or properties of the Owner No.1/Promoter/Lessor, including the neighbouring units or common area, the Allottee/Lessee shall be solely responsible for the damages and undertakes to make the payment of the said loss.

vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premise in the compound or any portion of the said land and the building in which the Premise is situated.

vii) The Allottee/Lessee shall not use the said premises other than the authorized zone same being the essence of contract and required for success of market place.

viii) The said Premise hereby agreed to be leased is intended and shall be used for the following purposes alone:

(a)

The Allottee/Lessee/s undertake/s that the said Premise shall not be used by the Allottee/Lessee/s for any other purpose whatsoever.

ix) Pay to the Owner No.1/Promoter/Lessor within fifteen days of demand by the Owner No.1/Promoter/Lessor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premise is situated. Standby/Backup power supply will be as per on demand services mentioned in clause no. 12 & 13 of byelaws (CAM) and Schedule III .The services of Standby/Backup will on additional charges to be paid in advance as per clause 9 mentioned in bylaws and it is further clarified that the same shall not form part of the CAM deposit.

x) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premise by the Allottee/Lessee to any purposes other than for purpose for which it is sold.

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xi) The Allottee/Lessee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premise until all the dues payable by the Allottee/Lessee to the Owner No.1/Promoter/Lessor under this Agreement are fully paid up and only if the Allottee/Lessee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/Lessee has intimated in writing to the Owner No.1/Promoter/Lessor and obtained the written consent of the Owner No.1/Promoter/Lessor for such transfer, assign or part with the interest etc.

xii) The Allottee/Lessee shall observe and perform all the rules and regulations which the Owner No.1/Promoter/Lessor may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Lessee shall also observe and perform all the stipulations and conditions laid down by the Owner No.1/Promoter/Lessor regarding the occupation and use of the units in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

The prospective Allottee/Lessee shall not use and is not entitled to use the said premises for any of the following –

a) Selling and vending of liquor without requisite permission.
b) Gambling and Gambling house.
c) Immoral and illegal activities prohibited by the Govt. and local authorities for the pre-sent as may be prohibited hereafter.
d) for sell of contraband and prohibited articles.
e) Passenger transport related business.

xiii) The prospective Allottee/Lessee shall also bear the proportionate maintenance charges calculated and based on the measurement of the area described in Schedule II hereunder written. The detail is provided in clause no. 9 of the bye laws

xiv) The Prospective Allottee/Lessees/shop keeper hereby covenants to the Owner No.1/Promoter/Lessor, that the prospective Allottee/Lessee shall maintain the said premises in good condition in consonance to clause no. 11 of bye laws.

xv) The Allottee/Lessee/s shall not be allowed to make use of the overhead terrace of the said Commercial Complex, included with open area in front of the Premise also loading and unloading area if any.

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xvi) The Allottee/Lessee agree to indemnify and keep indemnified the Owner No.1/Promoter/Lessor for any payments in respect of the said premises or outgoings if paid by the Owner No.1/Promoter/Lessor for and on behalf of the Allottee/Lessee to any authority.

xvii) It is made clear to the Allottee/Lessee that, no reserved parking or dedicated parking is allotted to the prospective Allottee/Lessee, its staff, visitor and/or customers. The parking facility will be available in the premises on chargeable basis as per marketplace management's policy and mentioned in the Operation Manual.

xviii) The Allottee/Lessee is authorized to mortgage the leasehold rights and the Allottee/Lessee is entitled to obtain loan for the purchase of the premises and / or for the business to be carried out in the said premises. It is made clear that the same can be taken after taking requisite permission and no objection from the Owner No.1/Promoter/Lessor.

xix) The Allottee/Lessee is also made aware that the heirs and successors of the Allottee/Lessee are not required to pay any transfer charges to become Allottee/Lessee of the premises by succession.

24. 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/Lessee shall have no claim save and except in respect of the Premise hereby agreed to be leased to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces , will remain the property of the Owner No.1/Promoter/Lessor.

25. <u>OWNER NO.1/PROMOTER/LESSOR SHALL NOT MORTGAGE OR CREATE A CHARGE:</u>

After the Owner No.1/Promoter/Lessor executes this Agreement, It shall not mortgage or create a charge on the [PREMISE] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Lessee who has taken or agreed to take such [PREMISE].

26. <u>BINDING EFFECT:</u>

Forwarding this Agreement to the Allottee/Lessee by the Owner No.1/Promoter/Lessor does not create a binding obligation on the part of the Owner No.1/Promoter/Lessor or the Allottee/Lessee until, firstly, the Allottee/Lessee signs and delivers this Agreement with all the schedules

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along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Lessee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Owner No.1/Promoter/Lessor. If the Allottee(s)/Lessee(s) ask to execute and deliver to the Owner No.1/Promoter/Lessor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Lessee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner No.1/Promoter/Lessor, then the Owner No.1/Promoter/Lessor shall serve a notice to the Allottee/Lessee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee/Lessee, application of the Allottee/Lessee shall be treated as cancelled and all sums deposited by the Allottee/Lessee in connection therewith including the booking amount shall be returned to the Allottee/Lessee without any interest or compensation whatsoever.

27. ENTIRE AGREEMENT:

This Agreement, along with its schedules and byelaws, 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 Premise, as the case may be.The possession agreement will be signed at the time of Giving the possession to the Allotee/leesee & any of the clauses mentioned herein may be modified or added/deleted in the possession agreement will supersede the said clause in the previous Agreement, Annexure or any part of the agreement, the latter shall prevail.

28. RIGHT TO AMEND:

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

29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON LESSEE / SUBSEQUENT LESSEES:

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

30. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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

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conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/Lessee has to make any payment, in common with other Allottee(s)/Lessee(s) in Project, the same shall be the proportion which the carpet area of the [Premise] bears to the total carpet area of all the [Premise] of the floor /phase or floors/phases which are effectively operational in the Project.

32. 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.

33. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Owner No.1/Promoter/Lessor through its authorized signatory at the Owner No.1/Promoter/Lessor's Office, or at some other place, which may be mutually agreed between the Owner No.1/Promoter/Lessor and the Allottee/Lessee, in after the Agreement is duly executed by the Allottee/Lessee and the Owner No.1/Promoter/Lessor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

34. The Allottee/Lessee and/or Owner No.1/Promoter/Lessor shall present this Agreement as well as the Lease deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Owner No.1/Promoter/Lessor will attend such office and admit execution thereof.

35. That all notices to be served on the Allottee/Lessee and the Owner No.1/Promoter/Lessor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Lessee or the Owner No.1/Promoter/Lessor by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

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1	Name of Allottee/Lessee	----------
2	Allottee/Lessee Address	----------
3	Notified Email ID	----------
4	Owner No.1/Promoter/Lessor name	**GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED.**
5	Owner No.1/Promoter/Lessor Address	San Mahu Complex, 5, Bund Garden Road, Opposite Poona Club, Pune- 411 001.
6	Notified Email ID	director@goelganga.com

It shall be the duty of the Allottee/Lessee and the Owner No.1/Promoter/Lessor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner No.1/Promoter/Lessor or the Allottee/Lessee, as the case may be.

36. JOINT ALLOTTEES/LESSEES:

That in case there are Joint Allottees/Lessees all communications shall be sent by the Owner No.1/Promoter/Lessor to the Allottee/Lessee 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 Allottees/Lessees.

37. STAMP DUTY AND REGISTRATION:-

The Charges towards stamp Duty and Registration of this Agreement shall be borne by the Allottee/s/ Lessee/s.

38. DISPUTE RESOLUTION:

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably and mutual discussion, the parties shall be settled through the adjudicating officer under the Act.

39. 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 and the Nagpur courts will have the jurisdiction for this Agreement.

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SCHEDULE I
(Description of the Said Land)

All that piece and parcel of land or ground admeasuring 23100 sq.mtrs. equivalent to 248648.40 Sq. ft. popularly known as "BUTY MAHAL" bearing Khasra No.320 and bearing corresponding CTS Nos.3116 to 3128 (both inclusive) situate, lying and being at Ward No.3, Mouza: Sitabuldi, Nagpur, within the Registration District and Sub-District of Nagpur and within the limits of the Nagpur Improvement Trust and the Nagpur Municipal Corporation and bounded as under:

On The East	:	By Nala.
On The West	:	By Abhyankar Road.
On The North	:	By Sitabuldi Main Road.
On The South	:	By Buty School.

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SCHEDULE II OF SAID PREMISES

The premises of SHOP No..... on ***the .....*** Floor of building constructed on aforesaid plot referred to as **"....."** having CARPET AREA of .....SQ.MT. Along with undivided share and interest of ____ % in the Land. which is bounded as under:

On or towards East	:
On or towards West	:
On or towards North	:
On or towards South	:

SCHEDULE – III

Common area and facilities

	AMENITIES LIST AS PER RERA	YES/NO	Details
1	Internal Roads & Footpaths	YES	Proposed in phases
2	Water Supply	YES	Proposed in phases
3	Sewerage (Chamber, Lines, Septic Tank , STP)	YES	Proposed in phases
4	Storm Water Drains	YES	Proposed in phases
5	Landscaping & Tree Planting	YES	Proposed in phases
6	Street Lighting	YES	Proposed in phases
7	Electrical Meter Room, Sub-Station, Receiving Station	YES	Meters in phases

8	Aggregate area of recreational Open Space	YES	Proposed in phases
9	Open Parking	NO	NA
10	Community Buildings	NO	NA
11	Treatment And Disposal Of Sewage And Sullage Water	YES	Proposed in phases
12	Solid Waste Management And Disposal	YES	Proposed in phases
13	Water Conservation, Rain water Harvesting	YES	Proposed in phases
14	Energy management	YES	Solar Proposed in phases
15	Fire Protection And Fire Safety Requirements	YES	Proposed in phases

	PROJECT AMENITIES	**YES/NO**	**Details**
16	Multi level Covered Parking Space for Cars & Two wheelers	YES	Proposed in phases
17	Parking on every floor	YES	Proposed in phases
18	Food court on every floor	YES	Proposed in phases
19	Wide connected Passages	YES	Proposed in phases
20	Atriums	YES	Proposed in phases
21	Passenger Lifts	YES	Proposed in phases
22	Service / Fire Lifts	YES	Proposed in phases
23	Car Lifts	YES	Proposed in phases
24	Escalators	YES	Proposed in phases
25	Dedicated Pick up & drop off points	YES	Proposed in phases
26	Entry & Exit points as per per site locations	YES	Proposed in phases
27	Air conditioned Flea market	YES	Proposed in phases
28	Mall Shopping & Highstreet Shopping under one roof	YES	Proposed in phases
29	Creche for Mothers Convenience	YES	Proposed in phases
30	Roller coaster	YES	Proposed in phases
31	Recreational area	YES	Proposed in phases
32	Multiplex	YES	Proposed in phases
33	Power backup from a Stand by DG	YES	Proposed in phases
34	Garbage Disposal System	YES	Proposed in phases
35	24x7 CCTV security	YES	Proposed in phases
36	Air-conditioned Passages	YES	Proposed in phases
37	Sewage Treatment Plant	YES	Proposed in phases
38	Fire protection Measures as per Design	YES	Proposed in phases
39	Water coolers for Drinking water	YES	Proposed in phases
40	Ventillation shaft & ducts	YES	Proposed in phases
41	Loading Unloading bays	YES	Proposed in phases

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42	Fire smoke detectors & sprinklers	YES	Proposed in phases
43	Driver Lounge	YES	Proposed in phases
44	Security equipments CCTV's & Metal Detectors	YES	Proposed in phases
45	Customer care service counters	YES	Proposed in phases
46	Signages and Display	YES	Proposed in phases
47	Separate ladies & gents washrooms on each floor	YES	Proposed in phases
48	Professional Mall management services of common areas, facilities and all amenities by third party	YES	Paid through CAM - common area maintenance charges

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED & DELIVERED BY THE WITHINNAMED "**THE OWNER NO.1 /PROMOTER/DEVELOPER/LESSOR**", **GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED**, **through its authorised Representative** **Shri Atul Jaiprakash Goel**		
Photo	**Signature**	**L. H. T. I.**

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SIGNED & DELIVERED BY THE WITHINNAMED **" THE OWNER NO. 2/ CO-PROMOTER "** **(1) MISS. PURNIMA VISHWANATHRAO BUTY, (2) SHRI. ANIRUDDHA ALIAS DILIP MUKUNDRAO BUTY (3) SHRI PUSHKAR VISHWANATHRAO BUTY, (4) SHRI. GIRISH RAMCHANDRA BUTY, (5) SHRI. YOGESHWAR RAMCHANDRA BUTY, (6) SMT. MADHURIBAI RAMCHANDRA BUTY,** being represented by their Power of Attorney Holder Shri. **Atul Jaiprakash Goel**		
Photo	**Signature**	**L. H. T. I.**

SIGNED & DELIVERED BY THE WITHINNAMED **" THE ALLOTTEE/LESSEE "** **MR.....**		
Photo	**Signature**	**L. H. T. I.**

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RECEIPT

ACKNOWLEDGED to have received heretofore of and from the withinnamed Allottees

Sr.No	Amount	Cheque No.	Bank Name	Date
1		--------	----------	----------

being the amount paid towards the installments in paid by him/her/them to us, as within mentioned

I say Received

Authorized Signatory/Director

Witnesses:

1)

2)

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