AGREEMENT FOR SALE

VALUED FOR Rs. /-

THIS **AGREEMENT FOR SALE** made at Nagpur on this _____ day of _____ in the Christian Year Two Thousand Seventeen (2017)

BETWEEN

M/s. VIGNAHARTA CORRUGATORS PRIVATE LIMITED., a Company incorporated under the Indian Companies Act, 1956 and having its office address as- RM-81, Sudershan Nagar, MIDC, Phase-II, Dombivali (E), Dist- Thane.– 421201, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors-in-title and assigns) of the FIRST PART;

AND

…….. adults, Indian Inhabitants, and **……..,** both residing at ……, hereinafter called **"the Purchaser"** (which expression shall unless it be repugnant to the context or meaning thereof deem to mean and include his heirs, executors, administrators and assigns) of the SECOND PART:

AND

M/s. KSL & INDUSTRIES LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having one of it's Corporate offices at 11/12, Raghuvanshi Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013 hereinafter referred to as "**the Owner**" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors-in-title and assigns) of the THIRD PART;

WHEREAS:

A. The Government of Maharashtra was the owner and seized and possessed of and/or otherwise well and sufficiently entitled to Empress Mill land bearing City Survey No. 101, Sheet No. 199 Mauza Nagpur admeasuring 92900 sq. m. and City Survey No. 2399 Sheet No. 65-66 Mauza Sitabardi admeasuring 3400 sq. m. and admeasuring 96300 sq. m. in the aggregate together with structure standing thereon and situate lying and being at Walker Road, Nagpur and delineated on the plan annexed hereto as **Annexure "A"** and more particularly described in the First Schedule hereunder written (hereinafter referred to as "**the said larger property**") after acquiring the same from Central India Spinning, Weaving and Manufacturing Company Ltd., under the provisions of Empress Mill, Nagpur (Acquisition & Transfer of Undertaking) Act, 1986;

B. The Government of Maharashtra transferred the said larger property to Maharashtra State Textile Corporation Limited (hereinafter referred to as "**the MSTCL**") and thereafter, the MSTCL became the owner and was absolutely entitled to the said larger property;

C. By an Indenture of Conveyance dated 7th February, 2005 and registered with the Sub-Registrar of Assurances at Nagpur under Serial No.NGN-2/00833 of 2005 on 7th February, 2005 and made between the MSTCL, therein referred to as "the Vendor" of the One Part and KSL & Industries Ltd., therein known as "the Purchaser" (hereinafter referred to as "**the Owner**") of the Other Part, the MSTCL thereby sold, conveyed, transferred, assigned and assured the said larger property unto the Owner herein at or for the consideration and on the terms and conditions therein contained;

D. The Owner being desirous of developing the said larger property applied for and obtained from the Urban Land (Ceiling and Regulation) Act, 1976 its No Objection/permission to redevelop the said larger property vide Order dated 3rd July, 2004 bearing No.ATP/ULC/KV/2004. A copy of the said Order dated 3rd July, 2004 is annexed hereto as **Annexure "B"**

E. The Owner is proposing to develop the said larger property as a multi-user complex known as "**Empress City**", pursuant to an application made to the Nagpur Municipal Corporation has vide Order dated 28th October 2005 granted permission for sub-division of the said larger property for subdivision of the layout of the said larger property into 5 smaller plots.

F. The Owner wishes to develop each sub-divided plot of the said larger property separately in a phased manner and to such an extent as is permissible and intends to construct a multi user complex comprising of several buildings with one or more wings at its absolute discretion and as per the layout plan, with such modifications and/or alterations as may be permissible;

G. The Development Agreement dated 31st March, 2006 and registered with the Sub-Registrar of Assurances at Nagpur under Serial No.NGN-2/2217 of 2006 between KSL & Industries Ltd. and M/s. Reward Real Estate Ltd. has been terminated by mutual understanding. By virtue of Development Agreement dated 23rd June, 2016 Registered with the Sub-Registrar Baddi District Solan at Himachal Pradesh under Serial No.617 of 2016 between the Owner, therein referred to as "KSL" of the One Part and Old Developer "M/s Reward Real Estate Co. Ltd." therein referred as Second Part." and the New Developer/ Vendor "M/s. Vignaharta Corrugators Pvt. Ltd." therein referred as Other Part. has got all the developing rights and other rights also and M/s. Reward Real Estate Co. Ltd. has given its willful consent for the same. The owner has granted development rights in respect

of the said 4 Residential towers (E, F, G & H) situated on the said larger property to the Promoter herein at or for the consideration and on the terms and conditions therein contained vide registered agreement referred to above; The New Development Agreement between KSL and M/s Reward Real Estate Co. Ltd. and M/s. Vignaharta Corrugators Pvt. Ltd.. annexed hereto as **Annexure "C"**

H. In terms of the said Development Agreement, the promoter has the right to complete the Flats in the 4 Residential towers (E, F, G & H) and receive consideration in return of the Flats in accordance with the plans that may be sanctioned by the Nagpur Municipal Corporation (hereinafter referred to as "**the Corporation**") or any other town planning authority;

I. Plot No.2 of the sanctioned layout plan in respect of the said larger property and bearing C.S. No.101/2 admeasures 17,945.75 sq. m., and is delineated on the layout plan annexed hereto and marked as **Annexure "A"** and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said property**") and is proposed to comprise of the entire housing project comprising of 1 (one) or more buildings or 1 (one) building with 1 (one) or more wings;

J. The Promoter has obtained permission from Nagpur Municipal Corporation to construct a residential Building to be known as "**Empress Royale**" now comprising basement, ground and 13 upper floors (hereinafter referred to as "the building") on the said property vides the Commencement Certificate No. 1037/N.M.C/T.P(E)/811 dated 11/7/2006K and by revised building permit No. 85/ Nagpur / Sitabuldi T.P (E) N.M.c /811

K. The location of the said Building F known as Empress Royale on the said property is delineated on the layout plan annexed hereto and marked as **Annexure "A"**;

L. In the premises aforesaid, the Promoter is enjoined to construct a residential building to be known as "**Empress Royale**" as shown delineated on the plan annexed hereto as **Annexure "B"** in accordance with the plans that have been sanctioned by the Nagpur Municipal Corporation and which may be amended from time to time.

M. The Promoter has entered into a prescribed Agreement with the Architect Hafeez Contractor, registered with the Council of Architects and also appointed M/s. Y.S. Sane & Associates as Structural Engineers for preparing structural designs and drawings and specifications of the building and the Purchaser/s accepts the professional supervision of the said Architect and the said structural Engineer till the completion of the said housing complex unless otherwise changed;

N. The Purchaser/s has demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents, sanctions and permissions recited hereinabove, the plans, designs and specifications prepared by the Promoters' Architects in respect of the said building and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**Act**") and the Rules made there under;

O. Copies of the following documents are annexed hereto as **Annexure "C"** to **"E"** respectively:-

a. Property Register Card of the said property.
b. Commencement Certificate dated 11/7/2006 bearing No.1037/N.M.C/ T.P(E)/811 and revised building permit no. 85/ Nagpur/ Sitabuldi T.P (E) N.M.C/ 811
c. Floor Plan

P. While sanctioning the said plans for the said building the concerned local authorities, Corporation, competent authority and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners and/or the Promoter while developing the said larger property including the said property and the said building/s and upon due observance and performance of which only the occupation and the completion certificates in respect of the said building/s shall be granted by the concerned local authority;

Q. The Purchaser/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the documents Orders, layout scheme/project including the rights and entitlements available to and reserved by the Promoter contained in these presents;

R. The Purchaser/s being fully satisfied in respect of the title of the Promoter to the said property has/have approached the Promoter for purchase of **Flat No. …….**admeasuring approx **…….sq.mtr carpet area** (inclusive of all utility areas) on the front side of the **Building No. F** to be known as "**Empress Royale**" to be constructed on the said property and delineated on the floor plan annexed hereto as **Annexure "E"** and thereon and more particularly described in the Third Schedule hereunder written (hereinafter called "**the said flat**");

S. The Promoter has agreed to allot to the Purchaser/s **1 Car Parking Space plus 2 bikes** in the basement/open space of the said building (hereinafter called "**the said parking space**"). The said flat and the said parking space are hereinafter collectively referred to as "**the said premises**";

T. Under Section 4 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said premises with the Purchaser/s being in fact these presents and also to register this Agreement under the Registration Act 1908;

U. Relying upon the said applications, declaration and agreement herein contain, the Promoter agrees to sell to the Purchaser the said flat and allot the said parking space at the price and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Promoter is constructing a residential complex known as "**Empress Towers**" comprising of one or more residential buildings and/or 1 (one) building comprising of basement, ground and 13 upper floors (hereinafter referred to as "**the said building**") in accordance with the plans specifications and designs that have been and from time to time may be sanctioned on the property more particularly described in the Second Schedule hereunder written by Nagpur Municipal Corporation (hereinafter referred to as "**the said Corporation**") and other local authorities which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authorities or Government to be made in them. It is hereby agreed by and between the parties hereto that the Promoter shall be entitled to make variations or modifications in the said plans as per the rules and directives of Corporation or any other local authority provided that the Promoter shall not make any variations or modifications which may adversely affect the area and location of the said flat of the Purchaser/s.

2. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s **Flat No…….** on the front side of the Building, if applicable and if marked on the floor plan annexed hereto and marked as **Annexure "E"** and comprising of 2 bedrooms, Hall and Kitchen having total

carpet area admeasuring approx …….sq. mtr. carpet area (Inclusive of all utility areas) as shown on the typical floor plan thereof hereto annexed and marked **Annexure "E"** of the said **Building no. ….** to be known as "**Empress Royale**" and more particularly described in the Third Schedule hereunder written (hereinafter referred to as "the said flat") at and for the aggregate consideration of **Rs. …….(Rupees…….)** (hereinafter referred to as "**the said purchase price**") and an amount of **Rs. ……..(Rupees ……..Only)** towards the sales tax and service tax, **Rs. ……..(Rupees…….)** towards VAT including the proportionate price of the common area and facilities appurtenant to the said flat. The percentage of the undivided interest of the Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said flat shall be in proportion of the area of the flat agreed to be sold hereunder to the total area of the said building. The nature, extent and description of the common areas and facilities are more particularly described in Fourth Schedule hereunder written.

3. The Promoter has agreed to allot to the Purchaser/s 1 Car parking space plus 2 bikes in the basement/open space as shown on the parking plan annexed hereto and marked as **Annexure "F"** (hereinafter called the said parking) (the said flat and parking are hereinafter collectively referred to as "**the said premises**").

4. The Purchaser/s hereby agrees to pay to the Promoters the said purchase price of **Rs. ……./- (Rupees ……Only)** and an amount of **Rs. ……./- (Rupees ……Only)** towards the sales tax and service tax, **Rs. ……../- (Rupees ……only)** and an amount of **Rs……./- (Rupees ……)** towards the Advance Maintenance deposit in the following manner:

   a. **Rs. ……../- (Rupees ……Only)** has already been paid by the Purchaser as in the manner more specifically detailed in payment schedule (receipt whereof the Promoters doth hereby admit and acknowledge)

   b. And balance aggregate amount of **Rs. ……../- (Rupees ……..Only)** and an amount of **Rs. ……./- (Rupees ……Only)** towards the sales tax and service tax, **Rs. ……./- (Rupees ……only)** towards VAT and an amount of **Rs. ……./- (Rupees ……..Only)** towards the Advance Maintenance deposit shall be paid by the Purchasers to the Promoters at the time of handing over possession of the said premises on or before execution of this Agreement.

The said Purchase price is inclusive of legal charges, for share money and entrance fees, formation and registration charges of the said Organization/Association and contribution for the Club House and it's facilities and the recreation areas appurtenant thereto and the ancillary infrastructure pertaining thereto as may be constructed/installed in a phased manner by the Promoter. Time as to payment shall be of the essence and the Purchaser/s shall be liable to pay interest @ 24% p.a. on all delayed payments from the due date till the date of payment thereof.

5. The Promoter hereby agrees that it shall before handing over the possession of the said premises to the Purchaser/s as also before execution of the vesting document of the said property in favour of the Federation or Apex Body of all the Society/ies or Condominium/s or Limited Company/ies to be formed make full and true disclosure of the nature of it's title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall, as far as practicable, ensure that the said property is free from all encumbrances so as to enable it to cause to transfer in favour of the aforesaid Federation/Apex Body such clear and marketable title on the execution of the resting document.

6. The Promoter at its risk and responsibility may avail from banks/ financial institutions, further loan/financial assistance for development of the said property including the said building in which the said premises is situated (but without encumbering the said premises) and as a security for the payment thereof it may create security on the said property together with the said building constructed thereon. The Purchaser/s hereby consent to the Promoter availing such loan and/or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof with interest by the Promoter. The Promoter shall not mortgage the said premises agreed to be allotted to the Purchaser/s herein.

7. 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser/s, obtain from the concerned local authority occupation certificate in respect of the said premises. Thereafter the same shall be complied and performed by the Purchaser/s.

8. Without prejudice to the right of the Promoters to receive interest @ 24%p.a. on all delayed payments, on the Purchaser/s committing default in payment on due date (time being always of essence) of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate shares of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained the Promoters shall be entitled, at its own option, to terminate this Agreement.

    a. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after the giving of such notice.

    b. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall forfeit the earnest money paid by the Purchaser/s hereunder and refund to the Purchaser/s the installments of sale price of the said premises which may till then have been paid by the Purchaser/s to the Promoters but the Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded or any other amount or compensation on any ground whatsoever and upon termination of this Agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the said premises to such person and at such price as the Promoters may in its absolute discretion think fit. The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or en-cash/es the cheque or not, will amount to the said refund.

9.

a. The Promoters shall give possession of the said premises to the Purchaser/s at the time as may be agreed by and between the parties hereto. If the Promoters fails or neglects to give possession of the said premises to the Purchaser/s on the aforesaid date and/or on such date as may be extended by mutual consent then the Purchaser/s shall have the option to terminate this Agreement after giving 15 days notice in writing, whereupon the Promoters shall be liable on demand to refund to the Purchaser/s amounts already received by it in respect of the said premises along with simple interest @ 9% per annum from the date of the receipt of the respective amounts by the Promoters till payment. It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies paid with simple interest @ 9% p.a. thereon and that the Purchaser/s shall not be entitled to claim for loss and/or damages and/or mental trauma or otherwise howsoever. Till the entire amount along with interest thereon is refunded by the Promoters to the Purchaser/s the same shall subject to prior encumbrance if any, be a charge on the said premises but only to the extent of the amount so due to the Purchaser/s. The amount so refunded shall be full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or encash/es the cheque or not, will amount to the said refund.

b. The Promoters shall hand over the possession the said premises as stated hereinabove but subject however to the availability of steel, cement and other building material and grant of necessary electric and water connections or supply and other building material and also subject to any war, civil commotion, riots or act of God such as earthquake, flood or other natural calamities and also subject to the Government restrictions and/or enemy action, war, strike or any notice, order, rule, notification of the government and/or other public or competent authority or any cause beyond the control of the Promoters or any other reasonable cause and the Purchaser/s agree to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoters as per the provisions of Section 8 of the MOFA.

10. It is proposed by the Promoters to develop in the layout scheme/project for the entire larger property as extra additional facility and amenity, certain portion of the said larger property which portion is shown delineated on the Plan annexed hereto as **Annexure "A"** and thereon shown as Recreation Garden and/or Club-house having facilities such as gymnasium, swimming pool etc and/or other recreational facilities/amenities which will be considered to be the "**Restricted Common Areas and Facilities**" for the use of the owners and occupants of the said large property described in the **FIRST SCHEDULE** hereunder written and/or such other persons as the Promoters may deem fit and proper. It is further agreed and declared, as essential and integral terms and conditions of this Agreement that:-

A. It shall be in the discretion of the Promoter:

    a. To decide as to what recreational and other amenities (Restricted Common Areas and Facilities) are to be provided by the Promoter.
    b. To shift/vary the location/s of the different components of the said Restricted Common Areas and Facilities.

B. The Promoters shall have exclusive ownership of the said Club House and shall have complete control over the management and administration of the Club House and other recreational facilities/amenities.

C. The Promoter shall cause construction of the said Club House only after virtual completion of the all the building in the layout scheme/project known as **Empress City**. The construction of the said Club House will be carried out as per the specification and designs approved/to be approved by the concerned development authority.

D. On the construction of the said Club House and on the Promoter disposing of all the premises/units etc. in all the buildings/wings as proposed in the said

layout scheme/ project, the said club House shall be put in operation for use of the members including the Purchaser/s being purchasers of premises in the entire project “Empress City” on such terms and conditions and subject to levy of such fees/membership fees as may be framed by the Promoter from time to time and the Purchaser/s shall pay an amount towards outgoings, maintenance charges, electricity charges, taxes, etc. relating to the said Club House as provided herein below.

E. The Purchaser/s hereby agrees and undertakes to abide and observe and perform all the rules, regulations etc. as may be framed by the Promoter for use of the said club house and the same shall be framed at the time of putting the said club house in operation. The Purchaser/s hereby further agrees and undertakes to bear and pay all the outgoings, maintenance charges, repairs, renovation, instruments, articles, and other accessories and amenities as may be provided in such club house in such proportion and manner as may be decided by the Promoter.

F. The Promoter shall be the absolute owners of the said Club House and decide the quantum and manner for payment of such amounts, deposits, etc., even after the formation and registration of the Common Association and/or Common Organization as setout herein. Neither the Common Association nor Common Organization nor the Purchaser(s) shall object dispute or interfere with rights of the Promoter.

G. It is further understood between the parties hereto that the Promoter as the case may be, may at their sole option and discretion allow operation of said Club House and permit Purchaser/s to use the same along with other purchaser/members even if the Promoter has not sold and allotted all the flats/premises in the buildings however in such events the Purchaser/s shall along with the other purchaser of premises bear and pay all such outgoings, maintenance charges, deposits, taxes etc. in such manner and proportion as the Promoter may decide. The Promoter shall not be held liable or responsible for payment of any such amount of outgoing, maintenance charges, etc. in respect of unsold premises and/or premises in the building under construction/ proposed construction. Provided further that the purchaser of the unsold premises shall be admitted to the membership of the said Club House without demanding any additional sums, donations, membership charges etc. or any sums by whatever name called;

H. In the event of the Purchaser/s failing to pay the outgoings, maintenance charges, deposits, taxes etc., under the terms and provisions herein contained towards the membership and use of the restricted common areas and facilities, the Promoter shall be entitled to cancel and terminate such membership of the Purchaser irrespective of the fact that the purchaser has paid the amounts mentioned hereinabove.

I. If for any reason providing Club House as proposed in the Layout Scheme/Plan is not viable and/or feasible for any reason whatsoever including for financial reasons and/or due to any rules of the existing policy and/or policies which may hereafter announced by the concerned Development Authority, the Promoter shall not be liable to provide and construct the said Club House and the amount paid and/or agreed to be paid as hereinabove shall be refunded without interest to the Purchaser/s within reasonable period of rejection of the proposal for providing Club House and/or from the date when the Promoter intimate to the Purchaser/s of non-feasibility for providing the said Club House. The Purchaser/s shall not be entitled to raise any dispute, object to or question the right of the Promoter for providing and/or not providing the said Club House.

J. Since the provisions for the said Club House is an extra additional facility due to the efforts on the part of the Promoter, the Promoter shall be entitled at their option to offer and provide facility of the Club House and its membership to the outsiders on such terms and conditions as they may desire. However, the same shall be subject to the rules and regulations as may be permitted for use, operation and conduct of the said Club House. Neither the Purchaser/s nor the Common Organization or the Common Association shall be entitled to claim or demand any premium or otherwise.

K. It is clearly understood and agreed by the Purchaser/s that the common infrastructure, layout Roads surrounding land, access, open spaces, extra structures like Gym, Swimming Pool, Recreational Ground, Sports arrangements tools, tube wells, landscaping, drainage system water, telephone, electric lines electric substation and the like and all these and

others forming part and parcel of layout are developed by the Promoter for their entire project to be constructed under different phases for the benefits of the Promoter to enable them for self and all the Purchasers and future Purchasers by fully utilizing the potential of the larger holding and the same belongs to the "Promoter" exclusively and the Purchaser/s has limited right of use only as per the Promoters arrangement.

L. The Purchaser/s are hereby informed that the Promoters shall not convey/lease the portion of the larger property and which portion is shown delineated on the Plan annexed hereto as **Annexure "A"** and Common Organization and/or Common Association and the Promoters shall retain the ownership of the said portion including the ownership of the Club House and/or other recreational facilities provided by them as envisaged herein.

11.

A. It is specifically clarified to the Purchaser that this Agreement is specific and confirmed to the said **Flat No. ……**of Building F to be named as "**Empress Royale**" and all land(s) falling outside the periphery/boundary of the said building are clearly outside the scope of this Agreement and the Purchaser shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever in any lands falling outside the periphery/boundary of the said building, subject to statutory stipulations such as by Corporation or Government of Maharashtra or any other authority etc.

B. The Purchaser confirms and represents that the Promoter has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Purchaser shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the periphery/boundary of the said building nor he/she has made any payment to the Promoter for such lands, buildings, common areas, facilities and amenities falling outside the said property.

C. All land (s) except the general commonly used areas and facilities within the said property earmarked for common use, limited to and precisely falling outside the land underneath the said building in the said Agreement, in which the said Premises is located including but not limited to those as listed in this Agreement or any other facilities or amenities as may be provided at the sole option and sole discretion of the Promoter or as may be provided in accordance with the directions of any competent authority(ies) even if provided in the said building are specifically excluded from the scope of this Agreement and the Purchaser shall have no ownership rights, no right of usage, to title, no interest or no claims whatsoever in such land(s), areas, facilities and amenities within the said property. The Purchaser hereby gives an irrevocable undertaking to the Promoter that he/she shall never claim any rights, title nor any interest in these land(s), area, facilities and amenities, including but not limited to those listed in this Agreement, as they are specifically excluded from the scope of this Agreement and are not included in the computation of built-up area in any manner, and for which the Purchaser has not paid any money to the Promoter in any form or manner whatsoever and that the Purchaser agrees that he/she shall not, at a later date, after execution of this Agreement, raise any claim or create any dispute in respect of such land(s), areas, facilities and amenities.

D. The Purchaser shall not have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land underneath the said building save and except the use of general common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Promoter in its sole discretion and which such identification as the Promoter of the said building may deem fit in its sole discretion.

E. It is made clear by the Promoter and agreed by the Purchaser that all rights in respect of the said larger property, facilities and amenities (other than those within the said building and the land underneath the said building only after the execution of the vesting document) shall vest solely with the Promoter, who shall alone have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of

further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and/or any local body(ies) which the Promoter may deem fit in its sole discretion subject to statutory stipulations such as by Corporation, Government of Maharashtra, or any other authority etc. The Promoter relying in good faith on this specific undertaking of Purchaser in this Agreement has agreed to accept the application and allot the said premises and this undertaking shall survive throughout the occupancy of the premises by the Purchaser, his/her legal representatives, successors, administrators, executors, assigns, etc.

12. It is hereby expressly clarified, agreed and understood between the parties hereto that :

A. The Promoter shall at their option form a limited company of the purchasers of all the buildings comprised in the residential complex known as to be named by the Promoter at the relevant time (hereinafter referred to as "**the Common Association**") or to form separate limited companies of each building (hereinafter referred to as "**the Common Organization**") which in turn shall become members of a Federation or Apex Body of all the Limited Company/ies to be formed of all the Common Organizations of all the buildings comprised in the Residential Complex;

B. The Purchaser/s shall join in forming and registering the said Common Association or Common Organization to be formed in respect of the said building to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Common Association/Common Organization and for becoming a member, including the memorandum and articles of association of the proposed Common Organization/ Association and duly fill in, sign and return to the Promoter within ten days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the MOFA. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Companies, or any other Competent Authority.

C. The common organization of the Purchasers of premises in each building comprised in the Housing Complex and/or the said Common Association will be formed and registered only after the said property has been fully developed and all the flats and other premises in the buildings constructed thereon have been sold and/or disposed off. It shall be at the sole discretion of the Promoter to decide the time for formation and nature of the common organization and the decision of the Promoter shall be final and binding.

D. The Promoter shall take steps to execute conveyance/lease and/or such other vesting document in respect of the said property in favour of the Common Association or the Common Organizations of all the buildings comprised in the housing complex as may be decided by the Promoter and execute all relevant documents therefore, within a period of 5 years from the completion of the entire project on the said property in accordance.

E. The Deed of Conveyance/Indenture of Lease and other documents necessary for transfer of title of the said property shall be prepared by the Solicitors of the Promoter and the same will be in consonance with the covenants and conditions and the right retained and/or reserved by the Promoter as are contained in this agreement.

F. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold premises including parking spaces in the basement/open space in the compound, etc. in the said building at all times, including after the formation and registration of the said Common Association, Common Organization and/or after the transfer of the said building and the said property in their favour, be and remain the absolute property of the Promoter and the Promoter may if it so desire, become member of the said Association in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally

entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the said Association/common organization shall object to or dispute the same. On the Promoter intimating to the said Association the name or names of the purchaser/s or acquirer/s of such unsold flats, shops, offices, premises, etc., the said Association shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any maintenance charges, etc. in respect of the unsold shops, offices, parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation/completion certificate. Provided however in the event the Promoter occupies or permits occupation of any premises such occupant or Promoter as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof.

13. It is hereby expressly clarified, agreed and understood between the parties hereto that:

A. The entire unconsumed and residual F.S.I., if any in respect of the said property, and the entire increased, additional and extra F.S.I. or any other benefit which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available either before or after execution of the Conveyance or any other vesting document in respect of the said property or any part thereof, together with the said building or the said buildings, unto and in favour of the said Common Association or Federation/Apex Body or all the common organizations as the case may be on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoter, free of all costs, charges and payments, and neither the Purchaser/s herein, nor the said Association/or the Federation or Apex Body of all the said common organizations shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

B. The Promoters alone shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI, TDR or any other benefit, respectively for construction on any property as may be permitted by law, including on the said property, for the purpose of extending the said building thereon, and/or for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper;

C. The Promoters alone shall also be entitled to use, utilize and consume the TDR obtained or to be obtained by it from any other outside property, for construction on the said property in any manner it deems fit and proper, and as may be legally permitted, whether now or at any time in future, including after execution of the Deed of Conveyance/Indenture of Lease, or any other vesting document in respect of the said property or any part thereof, as aforesaid; and the Purchaser and/or the Common Organization, Federation/Apex Body shall not be entitled to use or consume the same at anytime after execution of conveyance or any other document vesting the title in favour of the said Association or the Federation or Apex Body of all the said common organizations;

D. The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. Neither the Purchaser nor the said Common Association nor the Federation/Apex Body of all the said common organizations nor its members

will have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;

E. The said Common Association or any other organization formed shall admit as its members all purchasers of such new and additional premises in the said Building or any other buildings constructed on the said property and whenever constructed in the said buildings;

F. All such new and additional flats, tenements, premises, floors, extensions, buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Purchaser/s herein, nor the said Common Association or organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s nor the said Association shall raise any dispute or objection thereto and the Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same;

G. The Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoters exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction as mentioned hereinabove;

H. It is agreed and understood that at any time before the execution of Conveyance of the said property in favour of the Federation/ Apex Body of all common organizations including the said Association, the Promoters shall be entitled to amalgamate the said property with any other adjacent property which it may have already purchased/acquired, or which it may hereafter purchase /acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property or any part thereof in accordance therewith. The Purchaser/s shall not raise any objection to or dispute such amalgamation of the said property by the Promoter; and

I. The provisions of this clause shall always be of the essence of this Agreement and shall run with the land.

14. The Promoter may at any time assign or transfer in whole or in part its rights and obligations in respect of the said property and/or the said building provided that such assignment or transfer does not affect or prejudice the rights of the Purchaser herein contained and in such event, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

15. The Purchaser/s shall take possession of the said premises within 15 (fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said premises is ready for use and occupation. Provided that if within a period of one year from the date of handing over the said premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any defect in the said premises or in which the said premises is situated or the material used therein or any unauthorized change in the construction of the said building done by the Promoters, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Purchaser/s carry out any alteration or addition or change in the said premises and in the said building without obtaining prior written permission of the Promoter and the concerned authorities wherever required, the liability of the Promoter shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost.

16. The Promoter may complete any wing, part, portion or floor of the said building and obtain part Occupation Certificate and give possession of premises therein to

the Purchasers of such premises and the Purchaser herein shall not be entitled to raise any objection thereto. If the Purchaser takes possession of the premises in such partly completed wing/building, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Purchaser occupying his/her/their premises, the Purchaser shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.

17. The Promoter shall have right, without any approval of any Purchaser in the said building to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the said building and the Purchaser agrees not to raise objections or make any claims on this account.

18. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted. He/she/they shall use the parking space for his/her/ their own vehicle or for their visitors.

19. Until such time as the development of entire said property is completed and the execution of the vesting document is executed in favour of the Common Association or the Federation or Apex Body, the Promoter will be entitled at their discretion, to control the management of the said building and to realize the outgoings and maintenance charges.

20. Commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said property and the said building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the said building. Subject to Clause 15 or in any event till the said Common Association is formed and the said property and the said building transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. At the time of being handed over possession of the said premises, the Purchaser/s shall pay to the Promoter a sum of **Rs…….. /- (Rupees……)** by way of Advance Maintenance for payment of such outgoings (hereinafter referred to as the "**said deposit**"). The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance (hereinafter referred to as "**the said conveyance**") is executed in favour of the Common Organization, Federation/Apex Body formed of all common organizations including the said organization. The Promoter shall be entitled to utilize the said security deposit to bear the costs and expenses at actuals, towards the maintenance of the common areas and amenities until the said conveyance is executed. In the event the said security deposit is completely utilized towards the maintenance of the common areas and amenities prior to execution of the said conveyance, then the Purchaser shall pay to the Promoter the proportionate costs and expenses towards the maintenance of the common areas and amenities till the time that the said conveyance is executed. Subject to the provisions of section 6 of the MOFA, on such conveyance being executed, the aforesaid balance deposits (less deduction provided for in this Agreement), if any, shall be paid over by the Promoter to the said Association. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

21. The Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building. The common expenses in respect of the said free sale portion shall be shared by the purchasers of units and other premises of the said building in proportion of their respective area.

22. The Purchaser/s hereby agrees that in the event if any amount by way of premium or security deposit as fire cess is paid to the Nagpur Municipal Corporation or to the State Government or any other tax or repayment of a similar nature becoming

payable by the Promoter the same shall be reimbursed by the Purchaser/s to the Promoter in proportion of the area of the said unit agreed to be acquired by the Purchaser/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser/s.

23. It is further agreed between the Promoter and the Purchaser/s that at the time of execution of the vesting document in favour of the said Common Association/Organization that may be formed by all the Purchaser/s, the Purchaser/s shall reimburse to the Promoter all the IOD deposits, and other refundable deposits paid by the Promoters but not covered by Clause- 22 herein above.

24. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the Corporation, Government and/or any other Public Authority in respect of the said property described in the Second Schedule hereunder written and/or the said building standing thereon, the same shall be borne and paid by all the Purchaser/s in proportion to the areas occupied by them.

25. The Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said premises may come, do hereby covenant with the Promoter as follows:
    A. To maintain the said premises at the Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the said building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said premises itself or any part thereof;
    B. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said building including entrances of the said building and in case any damage is caused to the building or the said premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;
    C. To carry at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said building in which the said premises is situated or the said premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
    D. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said premises without the prior written permission of the Promoters and/or the said Association;
    E. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
    F. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises is situated;

G. Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connected to the building in which the said premises is situated;
H. 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 said premises by the Purchaser/s viz. user for any purposes other than purpose for which the same is allotted and the Promoter shall not be liable or responsible for any claims /demands or any charges of whatsoever nature raised by the local authorities for any change of user of the said premises and the Purchaser/s hereby agrees to indemnify and keep indemnified the Promoters against all costs, charges, expenses and/or damages etc., suffered or incurred by the Promoters in respect thereof;
I. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser/s' interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid-up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained the prior written permission of the Promoters or the said Association as the case may be.
J. The Purchaser/s shall observe and perform all the rules and regulations which the said Association 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 said premises 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 the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said premises in the said 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;
K. Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;
L. Not to fix air conditioners at place other than earmarked for fixing such premises or at any other place which affects the elevation of the said building in any manner whatsoever.
M. Not to shift /change location of kitchen and toilets which affects drainage system of the said building in any manner whatsoever.
N. Notwithstanding anything herein contained the Promoters shall not be liable for any defect or damage caused to the said premises or the said building or to rectify any such defect caused as a result of any change, repair or alteration carried out by the Purchaser. The liability of the Promoter hereunder shall forthwith cease in the event that the Purchaser makes any such change or carries out any repairs or alterations to the said Premises or the said building without the written consent of the Promoter.
O. The Purchaser/s shall permit the Promoters and its servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and the said building or any part thereof to view and examine the state and condition thereof.

26. The Purchaser also agrees to the following conditions:
    A. If, after the date on which the Purchaser has taken possession of the said premises, any damage of whatsoever nature is caused to the premises, neither the Promoter nor its contractor will be held responsible for the cost of reinstating or repairing the same and that Purchaser alone will be responsible for the same.
    B. No external or elevation changes/modification of whatsoever nature will be permitted to be carried on by Purchaser.
    C. The Purchaser will not change or alter the design of the Grills by Promoter at any point of time, which will alter the external structure of the said building.
    D. The Purchaser shall not make any structural alterations in the said premises (including without limitation chiseling of pillars, columns or beams or

change in the floor or the ceiling of the said premises) which would affect the safety and stability of the said building.

E. The Purchaser shall not extend its windows or increase any floor space by enclosing any balconies or overhanging ledges above windows, 'chajjas' or make any installations or additions to the said premises which project or extend beyond the said Premises or make any change to the said premises, including the exterior of the said Premises or the windows of the said Premises; which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevation or the exterior appearance on any side or rear of the said Building in any manner whatsoever so as to alter the façade/elevation built by the Promoter or detract from the uniformity and aesthetics of the said Building, which exists at the time at which the Promoter hands over possession of the said Premises to the Purchaser.

F. In the event that the Purchaser receiving possession of the said premises commits a breach under the foregoing provisions or makes any unauthorized change or alteration or causing any unauthorized repairs in or to the said premises or the said building, the Promoter shall be entitled to call upon the Purchaser to rectify the same at his cost and restore the said premises or the said building to its original condition. Without prejudice to the foregoing obligation of the Purchaser, the Promoter may carry out the necessary rectification or restoration and the Purchaser shall be liable to reimburse the Promoter for all costs, charges and expenses incurred by the Promoter in this behalf. Without prejudice to the aforesaid, if the Purchaser does not rectify the breach within a period of 30 (thirty) days from the date of notice to the Purchaser or fails to reimburse the Promoter forthwith on demand for all costs, charges and expenses incurred by the Promoter, then in such event the Promoter shall be entitled to terminate this Agreement and forfeit the earnest money or deposit paid to the Promoter and the Promoter shall refund to the Purchaser the other installments of purchase price, which may till then have been paid by the Purchaser to the Promoter, but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded, provided that the Promoter may deduct from any such refundable amount any loss caused to the Promoter or the amount incurred by the Promoter to rectify the damage to the said Premises or the said building. Upon termination of the Agreement and refund of the aforesaid balance amount by the Promoter to the Purchaser, the Promoter shall be at liberty to sell and dispose of the said premises to such third party and at such price as the Promoter may in its absolute discretion think fit and the Purchaser shall have no claim on the said premises or the Promoter or the price so obtained or otherwise howsoever.

G. The Purchaser shall indemnify and keep indemnified the Promoter from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change of user or alteration or causing any unauthorized repairs in or to the said premises or the said building.

27. It is understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the premises, in the said building, if any, shall belong exclusively to the respective purchaser/s of the premises and such terrace space are intended for exclusive use of the respective premises purchaser/s. The said terrace shall not be enclosed by the purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter or the said Common Association as the case may be. Provided however that the open spaces in the said building compound, terrace on the top floor, etc. of the said building shall belong exclusively to the Promoter and it alone shall have right to allot, use or create third party rights with regard to such spaces.

28.

A. The Purchaser/s hereby consent/s to the grant of exclusive usage of the said attached terrace/s to the purchaser/s of the said premises and hereby state/s, declare/s and covenant/s that neither the Purchaser/s nor the said Association will have any right to use or have any claim, right, title or interest of whatsoever nature in such attached terrace/s. It is agreed that the aforesaid right in favour of the purchaser/s of the said premises with attached terraces shall be

covenant running with the land and shall form part of the conveyance of the said property in favour of the Common Organization or Federation/Apex Body of all the common organizations.

B. It is further expressly clarified, agreed and understood by and between the parties hereto that the common terrace above the topmost floor of the said building, shall always absolutely and exclusively belong to the Promoter and the Promoter shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said buildings. The Promoter shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s, or the said Association and neither the Purchaser/s nor the said Association shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoter shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoter deems fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoter and the Purchaser/s and/or the said Association shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser/s will permit the authorized representative/s deputed by the Promoter/said Association to go to the said common terrace to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Promoter shall be covenants running with the land and shall form part of the conveyance when executed in favour of the said Association as specified hereinabove.

29. The housing complex shall always be known as **"Empress Towers"** and the said building shall always be known as "Empress Royale" and the names will not be changed at any time without prior written consent of the Promoter.

30. The Purchaser/s has taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Promoter's title to the said property described in the Second Schedule hereunder written prior to the execution of this Agreement and doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.

31. For any amount remaining unpaid by the Purchaser/s under this Agreement, the Promoters shall have first lien and charge on the said premises agreed to be allotted to the Purchaser/s.

32. Irrespective of disputes, if any, arises between the Promoters and the Purchaser/s and/or the said Association, all amounts, contributions and deposits including amounts payable by the Purchaser/s to the Promoters under this Agreement shall always be paid punctually by the Purchaser/s to the Promoters and shall not be withheld by the Purchaser/s for any reasons whatsoever.

33.

A. 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 property and the said building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said property and the said building is transferred to the said Association/common organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other allottees/purchasers of said premises as herein stated.

B. The Purchaser/s shall be responsible to bear and pay and/or reimburse to the Promoters as the case may be, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to service tax, VAT levied/charged by the State and/or Central Government or any other competent authority in respect of this transaction and/or Agreement at any time hereafter and the decision of the Promoter as regards the payment/non-payment and/or its reasonableness or otherwise of such statutory levies and/or dues shall be conclusive, final and binding on the Purchaser/s and the Purchaser/s doth hereby agrees and undertakes to indemnify and keep indemnified the Promoters and their successors-in-title and assigns in respect thereof.

i. The Purchaser/s hereby agrees, undertakes and covenants with the Promoters that neither he/she/they, nor the said Society shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser/s and the said Society shall be bound and liable to render to the Promoters, all necessary of the Promoters and holders of other flats/ shops/premises/offices/garages/ parking spaces/hoarding space, etc. in said building on the said property.

ii. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

iii. The Purchaser/s shall present this agreement for registration within the time prescribed by the Registration Act, 1908 and intimate to the Promoters the serial number under which the same is lodged for registration and thereafter the Promoters shall within the time limit prescribed by the Registration Act, 1908 attend such office and admit the execution thereof.

iv. All letters, notices, circulars, receipts issued by the Promoters as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser/s and shall discharge the Promoters completely and effectually of its obligations, if sent to the Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Purchaser/s as and by way of change of address and if such change is confirmed by the Promoters) : Plot No.18, Surana Layout, Rajnagar, Nagpur 13.

v. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoters and the rules made there under. The Deed of Declaration (hereinafter referred to as "**DOD**") is registered at Serial No.3545 of 2009 in the office of the Sub-Registrar on the 28th July 2009.

vi. All costs charges and expenses in connection with the formation of the said Common Association or Common Organization, Federation or Apex Body as well as the costs of preparing and engrossing the vesting document, stamp duty and registration charges thereof and all other agreements, transfer deed, or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorney of the Promoter for preparing and approving all such documents shall be borne and paid by the said Common Association or Common Organization, Federation or Apex Body or proportionately by all the purchaser/s in the said buildings. The share of the Purchaser/s in such costs, charges and expenses shall be paid by him/her/them immediately on demand.

vii. The Stamp Duty and Registration charges payable on this agreement as also proportionate stamp duty and registration charges on vesting documents shall be borne and paid by the Purchaser/s alone.

THE FIRST SCHEDULE ABOVE REFERRED TO

(the said larger property)

All that piece and parcel of land or ground being the Empress Mill land bearing City Survey No. 101, Sheet No. 199 Mauza Nagpur admeasuring 92900 sq. m. and City Survey No. 2399 Sheet No. 65-66 Mauza Sitabardi admeasuring 3400 sq. m. and admeasuring 96300 sq. m. in the aggregate together with structure standing thereon and situate lying and being at Walker Road 988888, Nagpur and bounded as under:

On or towards the North : By Sir Benzonji Mehta Road (Walker Road);

On or towards the South : By D.P. Road;

On or towards the East : By Gandhi Sagar Road; and

On or towards the West : By Nala

THE SECOND SCHEDULE ABOVE REFERRED TO

(the said property)

All that piece and parcel of land or ground bearing Plot No.2 on the sanctioned layout plan and bearing City Survey No.101/2 admeasuring 17,945.75 sq. m., and within the Registration Sub-District of Nagpur being a portion of the said larger property and bounded as under:

On or towards the North : BY Open Space

On or towards the south : BY D.P Road

On or towards the East : BY Road

On or towards the West : BY Nalla

THE THIRD SCHEDULE ABOVE REFERRED TO

(the said flat)

Flat No. …….. admeasuring **…….sq. mtr**. carpet area (including all utility charges) alongwith the interiors of the Flat on "as is where is basis" on the front side of the Building F to be known as "**Empress Royale**" to be constructed along with the undivided _____ percent share and interest and in the said property more particularly described in the Second Schedule hereinabove written.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(list of common areas and facilities)

A. COMMON AREAS A FACILITIES :

1. Staircase and landings.
2. Corridors.
3. Lifts.
4. Lift Lobby and landings
5. Common office, if any provided.
6. Main entrance lobby.
7. Common electric meter/service rooms for common lights and telephones.
8. Electric sub-station/Transformer.
9. Overhead water tanks located above the top floor level of the building in which the said premises is situated, means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
10. Drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement).
11. Open front space at the ground floor level.
12. Common toilets on the ground floor.
13. Sewerage Treatment Plant.
14. Drive ways.

B. LIMITED COMMON AREAS AND FACILITIES

1. Parking spaces in the garage(s), the open parking space in the compound of the building.

C. RESTRICTED COMMON AREAS AND FACILITIES

1. Club House.

SIGNED SEALED AND DELIVERED)
By the name named Promoter)
M/s. VIGNAHARTA CORRUGATORS)
PRIVATE LIMITED)
through the hand of its duly Authorized)
Signatory)
Mr._____)
in the presence of …
1.
2.

SIGNED AND DELIVERED)
by the within named Purchaser)
……. **)**
……)
in the presence of …
1.
2.

SIGNED SEALED AND DELIVERED)
by the within named owner)
M/s. KSL & INDUSTRIES LIMITED **)**
through the hand of its duly Authorised)
Signatory Mr._____)
in the presence of …
1.

2.

R E C E I P T

RECEIVED of and from the within named Purchaser/s a sum of **Rs. ……/- (Rupees……..)** to be by them paid to us as within mentioned the details of which are as under:

Sr. No.	Date Of Cheque	Cheque No.	Bank Name	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
Total Amount received				

WE SAY RECEIVED

For, **M/s. VIGNAHARTA CORRUGATORS PRIVATE LIMITED.**

(Authorized Signatory)

Witnesses:

1.

2.

List of Annexure:

Annexure “A” - Property Plan

Annexure “B” - ULC Order

Annexure “C” - Property Register Card of the said property.

Annexure “D” - Commencement Certificate

Annexure “E” - Floor Plan of the flat

Annexure “F” - Parking Plan

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