**AGREEMENT FOR SALE**

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| Title & Name of Document | : | Agreement For Sale |
| Vendor | : | Pardesi Constructions Pvt. Ltd. |
| Purchasers | : | |
| Price of Blocks as per document of Agreement for Sale i.e. according to the parties to this document | : | Rs. |
| Valuation of the Document based on the Ready Reckoner of Valuation issued by the Govt. of Maharashtra – City Survey No. 85, Sheet No.7-A/9 of Mouza - Gadga,<br>Page No. ____, Item No. _____ @ Rs. _____/- per Sq. Mtrs.<br><br>Total _____ Sq. Mtrs. | : | Rs. |
| Stamp Duty | : | Rs. _____/- |
| Registration charges | : | Rs. 30,000/- |
| Date of Execution | : | |
| Place of Execution | : | Nagpur City |

| | |
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| **M/S PARDESI CONSTRUCTIONS PVT. LTD.** a Company incorporated under the Companies Act, 1956, having its Office at 48, Residency Road, Sadar, Nagpur 400001 {Permanent Account Number AAECP5579Q} through its Authorised Director **SHRI JAIPRAKASH S/O LATE GURDASMAL KHUSHALANI,** aged 51 years, Occupation : Business, Resident of MA-22, NMV Colony, Byramji Town, Nagpur – 440013 {Permanent Account No. AACHS2808C, Mobile No. 9822229090, Email ID : jp.jpconstructions@gmail.com} Presented through his duly constituted Attorney **SHRI JAGDISH LAXMANDAS RAISINGHANI,** Aged about 51 Years, Occupation: Service, Resident of Plot No. 443, Jaripatka Colony, Near Sindhu Baloudyan, Nagpur-440 014(Hereinafter referred to and called as the **"Vendor"** Which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **Company**, as well as its directors, executors, administrators, successors, agents and assigns)of the One Part. | Vendor |
| **1) _____**<br>Aged about ___ Years, Occupation :- Business<br>Resident of _____<br>Mobile No. _____<br>Permanent Account No. _____<br><br>**2) _____**<br>Aged about ___ Years, Occupation :- Business<br>Resident of _____<br>Mobile No. _____<br>Permanent Account No. _____<br><br>(Hereinafter individually called to and referred as the Purchaser with their respective numbers and collectively referred to and called as the **"Purchasers"** Which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **Purchasers**, as well as their respective legal heirs, representatives, executors, administrators, successors, agents and assigns) of the **Other Part.** | Purchasers |
| The expression "Vendor" & "Purchasers" shall mean its grammatical variation as plural and feminine as the case may be, automatically wherever multiple parties are involved, unless repugnant to the context. | |

**BRIEF DESCRIPTION OF PROPERTY UNDER SALE**

All that piece and parcel of property consisting of RCC superstructure comprising of Office Space bearing Block No. **__A** admeasuring about _____ Sq. Mtrs. (_____ Sq. Ft.) Carpet Area on ____Floor of the Building Known and Style as "JP Square" constructed on Land admeasuring about 1226.39 Sq. Mtrs. (13196.06 Sq. Ft.), comprising of NIT Leasehold Land bearing Plot No. 1068 admeasuring about 379.589 Sq. Mtrs. (4086.00 Sq. Ft.) in Civil Station Expansion Scheme of Nagpur Improvement Trust and Freehold (Malik Makbuja) Land bearing Plot No. 1068-A admeasuring about 846.65 Sq. Mtrs. (9110.06 Sq. Ft.) being Part of entire land bearing Khasra No. 21, 22 of Mouza Gadga, Nabab Area Precinct, Gorepeth Layout, Division 8, Circle No. 20, Municipal Corporation House No. 545, City Survey No. 85, Sheet No.7-A/9 Situated at Gorepeth, Amravati Road, Nagpur 400010, Tahsil &

District Nagpur within the limits of Nagpur Municipal Corporation Ward No. 70 and Nagpur Improvement Trust together with undivided proportionate _____ % of variable share in land and including all other easementrary rights appurtenant and belonging thereto bounded as under:-

East -
West –
North –
South –

**AND**

All that piece and parcel of property consisting of RCC superstructure comprising of Office Space bearing Block No. **____B** admeasuring about _____ Sq. Mtrs. (____ Sq. Ft.) Carpet Area____ Floor of the Building Known and Style as "JP Square" constructed on Land admeasuring about 1226.39 Sq. Mtrs. (13196.06 Sq. Ft.), comprising of NIT Leasehold Land bearing Plot No. 1068 admeasuring about 379.589 Sq. Mtrs. (4086.00 Sq. Ft.) in Civil Station Expansion Scheme of Nagpur Improvement Trust and Freehold (Malik Makbuja) Land bearing Plot No. 1068-A admeasuring about 846.65 Sq. Mtrs. (9110.06 Sq. Ft.) being Part of entire land bearing Khasra No. 21, 22 of Mouza Gadga, Nabab Area Precinct, Gorepeth Layout, Division 8, Circle No. 20, Municipal Corporation House No. 545, City Survey No. 85, Sheet No.7-A/9 Situated at Gorepeth, Amravati Road, Nagpur 400010, Tahsil & District Nagpur within the limits of Nagpur Municipal Corporation Ward No. 70 and Nagpur Improvement Trust together with undivided proportionate ____ % of variable share in land and including all other easementrary rights appurtenant and belonging thereto bounded as under:-

East –
West –
North –
South –

**PRELIMINARY INTRODUCTION/TITLE HISTORY**-

**WHEREAS –**

a) The Vendor acquired all that property consisting of Land admeasuring about 1226.39 Sq. Mtrs. (13196.06 Sq. Ft.), comprising of NIT Leasehold Land bearing Plot No. 1068 admeasuring about 379.589 Sq. Mtrs. (4086.00 Sq. Ft.) in Civil Station Expansion Scheme of Nagpur Improvement Trust and Freehold (Malik Makbuja) Land bearing Plot No. 1068-A admeasuring about 846.65 Sq. Mtrs. (9110.06 Sq. Ft.) being Part of entire land bearing Khasra No. 21, 22 of Mouza Gadga, Nabab Area Precinct, Gorepeth Layout, Division 8, Circle No. 20, Municipal Corporation House No. 545, City Survey No. 85, Sheet No.7-A/9 Situated at Gorepeth, Amravati Road, Nagpur 400010, Tahsil & District Nagpur within the limits of Nagpur Municipal Corporation Ward No. 70 and Nagpur Improvement Trust, including all other easementrary rights appurtenant and belonging thereto from Shri Manohar Narayanrao Palkar & others vide three Sale deeds, first Sale Deed dated 30/06/2004 which was registered in the office of Joint Sub Registrar Nagpur No. 3 bearing Document No. 1805/2004 on even date, second Sale Deed dated 19/08/2004 duly registered in the office of Joint Sub Registrar Nagpur No. 3 bearing Document No. 2401/2004 on 25/08/2004 and Third Sale Deed dated 19/08/2004 duly registered in the office of Joint Sub Registrar Nagpur No. 3 bearing Document No. 2402/2004 on 25/08/2004

b) The Vendor has decided to develop the said property by constructing multistoried commercial building thereon consisting of Shops, Showrooms, Offices Blocks, Commercial Blocks/Space, Block for Bank Premises etc. to be named and styled as **"JP Square"** (Hereinafter referred as said 'Scheme' / 'Multistoried Building' / 'JP Square' / 'Building' / 'Commercial Complex)and accordingly has submitted the

building plan to the Nagpur Municipal Corporation Trust which was duly sanctioned by the Assistant Director, Town Planning, Nagpur Municipal Corporation vide **Building Permit No. 1570/T.P. (W)/N.M.C. / 741 dated 09/10/2006**; AND

c) The said Scheme was submitted to the provisions of Maharashtra Apartments Ownership Act, 1970 be executing Deed of Declaration dated 19th March, 2014, duly registered in the office of Joint Sub Registrar Nagpur No. 3 bearing Document No. 1857/2014 on even date, which was also modified by executing Correction Deed dated 19/03/2014 duly registered in the office of Joint Sub Registrar Nagpur No. 3 bearing Document No. 1857/2014 on 19/03/2014; AND

d) The Vendor has completed the construction work of the said Scheme and the units are ready to use; AND

e) The Vendor company has authorised its Managing Director Shri Jaiprakash Gurdasmal Khushalani to execute and register the deeds/documents on behalf by the Company by passing resolution to that effect. Shri Jaiprakash Gurdasmal Khushalani has empowered and authorized Shri Jagdish Laxmandas Raisinghani to present deeds/documents duly signed by him in any capacity for registration in the office of concerned Joint Sub Registrar by executing Special Power of Attorney dated 16/03/2013, duly authenticated by Joint Sub Registrar Nagpur No. 4 on even date.

f) The Purchasers being desirous of owning office blocks in the proposed multi-storeyed building, with transferable and heritable rights, approached the Vendor and after considering all the relevant aspects and detail negotiations, the Purchasers herein agreed to purchase said Blocks in the scheme to be named as "JP SQUARE" which is more elaborately described herein above and further agreed to pay / provide / contribute the entire cost of construction thereof together with the cost of undivided proportionate share in land, to the Vendor, on the terms and conditions appearing hereunder. The Purchasers have seen and approved the building plan referred above and being satisfied, have booked the said Blocks, described herein above.

g) That the Purchasers have satisfied himself in respect of the title of the Vendor, to the said property as good, valid, legal and marketable after due verification of the same, and all other relevant deeds and documents and has no further queries regarding the same and after due verification of the same, the Purchasers herein is desirous to purchase the said Blocks.

h) That a Deed of Declaration has already been executed as explained in this document, and which is registered under the Serial No. 1720/2013 before the Sub-Registrar Nagpur No. 4 on 16th March 2013 however, the same is subject to modification at the discretion of the Vendor and the purchaser has authorised the Vendor to make such modifications as may be considered expedient by the Vendor.

i) That upon the Purchasers choosing the Blocks in the said scheme, the parties have negotiated the terms and conditions. After visiting the site and perusing the relevant papers, plans, the purchaser has entered in to this agreement as under:

**NOW THIS AGREEMENT FOR SALE DETAILS AS FOLLOWS:**

1. **Definition Clause**: - Unless repugnant to the context or the context required otherwise

1.1 Property under sale:- That, the Purchasers have agreed to purchase the said Blocks together with undivided variable proportionate share in the land, which are described in detail herein above.

1.2 Price:- That, the total price of the said Blocks chosen by the Purchasers and agreed to be sold, is fixed at Rs._____/- (Rupees. _____ only). This price does not include the amount separately payable such as deposits / charges / incidental charges / payments to be made to various authorities for connection of electricity, power, water, sewer, administrative and incidental charges for formation of association, works contract tax, vacant land tax, any other types of taxes, levies, service tax, cess, stamp duty, registration charges, legal expenses, etc; all such type of price, cost, charges, taxes, expenses, over-due interest, if any, etc. as mentioned in this paragraph and elsewhere shall constitute the "consideration" and it is payable by the purchaser.

1.3 Consideration - The consideration of the property shall mean and include the price of the property as referred above plus all items of expenditure mentioned in the definition of "price" which are separately payable by the purchaser.

2. **Schedule of Payment:** - The Purchasers have made the payment of part of the price while the remaining part of the consideration shall be payable as, as under:

| Amount | Mode and time of payment |
|---|---|
| Rs._____ | Amount paid by the Purchasers to Vendor by cheque No _____ dated _____ drawn on_____ Bank, |
| Rs._____ | Amount paid by the Purchasers to Vendor by cheque No _____ dated _____ drawn on_____ Bank, |
| Rs._____ | Amount paid by the Purchasers to Vendor by cheque No _____ dated _____ drawn on_____ Bank, |
| Rs. _____ | Total amount Rupees _____ only |

2.1 **Schedule of the payment of the 'consideration':-** The "price" being the part of the 'consideration' shall be payable as aforesaid. The other part of the 'consideration' other than the 'price' shall be payable as and when payable to the various authorities / persons / advocates / service providers, etc. as the case may be or as and when required and demanded by the Vendor in their sole and unqualified discretion or before handing the physical possession of the Blocks or seeking of the execution and registration of the conveyance, whichever is earlier.

2.2 **"Payment Time" shall be the essence of the contract:-** The time for payment of the 'consideration' and other dues etc. under this contract is the essence of this contract and condition precedent.

2.3 **Default in Payment of 'consideration':**- The Purchasers shall pay the stipulated 'consideration' and other dues on the due date and time and the place (i.e. the office of the Vendor). Further the Vendor is not bound to give any notice requiring such payments and the failure of giving of notice shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

2.4 **Charging of interest:-** The time being the essence of contract, the Purchasers shall pay the 'consideration' on due date/time. Notwithstanding anything contained in the agreement and without prejudice to any of the vendors' right to cancel the contract or automatic cancellation and without prejudice to any of the terms of this agreement, the Vendor may, at its sole and absolute and unqualified discretion, allow the delayed payments on such terms as he may deem fit and subject to charging of

compound interest at the rate of 16% (Sixteen) per annum with monthly rest for the defaulted period.

2.5 **Cancellation of agreement**:-The time being the essence of the contract, and the payment of "consideration", cost, charge etc. being the condition precedent; it is clearly understood by the Purchasers that notwithstanding anything contrary contained in the agreement and without prejudice to any of the right of the Vendor to charge the interest on the overdue "consideration", it shall be always open for the Vendor to treat this agreement as cancelled and annulled due to non-adherence of the any of the terms of the agreement by the Purchasers. In that event, the Vendor may deduct the 10% (ten percent) of the total "consideration" and the Purchasers may be eligible for refund of the balance, if any, without interest in due course after such flat is resold to any other purchaser.

2.6 **Automatic cancellation**:- Notwithstanding any thing contrary contained in the agreement and without prejudice to the any of the contents of any of the paragraphs or other contents, if the Purchasers fails to adhere to any of the term and conditions of this agreement then the contract shall *ipso facto* come to an end and the Vendor shall be relieved of all obligations under this agreement. No relaxation or waiver in past or present or indulgence in any form for any of the terms shall operate as waiver or estoppel of this clause or any of the default clauses.

3. **Measurement of Blocks:-** The area of the said Blocks may vary marginally to the extent of around 2% to 5% due to various construction factors, which shall not have any effect on the price or consideration.

4. **Satisfaction about the title: -** The Purchasers have prior to the execution of this Agreement, satisfied himself about the title of the Vendor and its authority to enter into this agreement, and has accepted the same. Besides that, a copy of Title Verification Certificate in prescribed form has been provided to purchaser. A copy of all documents including the specifications etc. is furnished and handed over to the Purchasers and he acknowledges the same. The Blocks is ready for Possession and can be occupied by the Purchasers Anytime.

5. **Inspection of site/nature, quality & specification of construction etc.:-**
The Purchasers have visited the site and inspected the construction work and specifications including the quality of the work done. It is understood by the Purchasers that the proposed construction is heterogeneous in nature comprising of R.C.C. and brickwork and as per specifications appended hereto. It is understood by the Purchasers that the shortcoming inherent to the heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footings, minor leakages etc. are likely to occur and the same shall not be treated as defects. The Purchasers shall further not raise any complaint over the minor cracks visible if any or any leakages, seepage on side of the walls in the Building due to expansion and contraction in the structure due to atmospheric changes. If at all any dispute is raised then that shall be resolved by mutual discussion and upon its failure then by arbitration.

6. **Consent for modification etc:-** In the event of Vendor desiring to make alterations or additions in the said property or Scheme under building bye laws, rules and regulations of NMC/NIT or otherwise, the Vendor shall be entitled to do so. The Purchasers hereby consents for such additions or modifications etc. as may be required in the revised Plan/ Deed of Declaration etc. under any law including under the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Ownership of Flats Act, 1963.

7. **Unlawful entry:-** Upon execution of this agreement, the Purchasers shall not have any right, title or interest for entry or right to use or occupy the Blocks in any form in any manner. Notwithstanding anything contained, any such attempt, whether unsuccessful or otherwise, in any form, shall amount to criminal trespass and shall

constitute other cognisable and non-bailable offences and shall make the Purchasers or any body claiming through or under them liable for criminal and civil consequences, besides instant and automatic cancellation of the agreement, & permanent and full forfeiture and deprivement of the "consideration", if any paid. Besides that, the Purchasers and all such person shall be liable for liquidated damages of not less than the price of the Blocks prevailing and other exemplary damages. Similar shall be consequences of any attempt of encroachment or intrusion.

8. **Period Of Completion of Contract – Applicability of acts of God, acts and omission of Purchasers, etc:**- The Vendor agrees to complete the said sale on or before _____ subject to the Purchasers paying the "consideration" amounts on due dates/time/place and fulfil all its obligations. The obligation of the Vendor is subject to any Acts of God, *Vis Major, Force Majeure* which include earthquake, flood, change of law, any acts of omission on the part of the Purchasers making completion of contract by the Vendor as impossible or difficult one, and any other like situation, or any other reasons beyond the control of the Vendor. The Purchasers shall not be entitled to claim any damages on any account whatsoever. Any litigation initiated in the matter pertaining to the said scheme / property or matter incidental thereto etc. shall be construed as an Act of God. Delay in getting the required permission, consents, etc. shall entitle the Vendor to proportionately postpone compliances and the execution and registration of the conveyance.

9. **Delivery of possession:-** The actual physical possession of said Blocks has been already delivered to the Purchaser and the same has been acknowledged by the Purchaser.

10. **Conferment of title**:- Nothing contained in these presents shall be construed to confer upon the Purchasers any right, title, right to enter on the property or interest of any kind whatsoever into or over the said property or any part thereof. Such conferment shall take place only upon the execution and registration of the sale deed/transfer deed transferring the title.

11. **Construction in accordance to the plan**: - The Purchasers are aware of the terms of the sanction of the building plan. The Vendor shall not be responsible for any consequences arising out of the breach of the conditions by the Purchasers. The Purchasers shall not erect anything which is not sanctioned.

12. **Requisition by MSEDCL**:- In the event of any portion of the said property being required by the MSEDCL for putting upon an electric sub-station/Transformer, etc. then the Vendor shall be entitled to give such portion to MSEDCL or any other body for such purpose on such terms and conditions as the Vendor shall think fit and it may affect the common or exclusive areas.

13. **Right for future/unconsumed/modified FSI/use of TDR over the said Property: -** The Vendor shall be entitled to utilize any increased or unconsumed/modified FSI/TDR on the plot of land. The Vendor shall also be entitled to utilise any additional TDR over the plot of land or he can utilise the TDR available on said property or land over any other property located elsewhere. All right, title, interest, of the purchaser shall stand automatically modified subject to the said right of Vendor over the FSI/TDR.

14. **Common Areas are not partition-able or available for exclusive use**:- That, the entire open space of land, staircase, meter room, switch room, all fittings and fixtures thereon shall always be common properties for the use and beneficial enjoyment of all owners / occupants in the said building and it is hereby clearly understood by the Purchasers that he will not be entitled to exclusive use of any part or portion thereof.

15. **Priority and Primacy of dues of the Vendor** :- The Vendor shall, in respect of any amount payable by the Purchasers under the terms and conditions of this agreement and of Declaration, have a first lien and charge on the said Blocks.

16. **Non-liability after handing over of the Blocks** :-The Vendor shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the Blocks to the Purchasers.

17. **Payment of Taxes, levies etc**:- So long as Blocks in the said Scheme is not being separately assessed for taxes, revenue, non-agriculture taxes and water charges, rates, etc. by the Municipal Corporation and other authorities, the Purchasers shall pay proportionate share of the water taxes, property taxes, vacant land tax and other taxes/levies/outgoings, etc. assessed on the whole property / scheme. PROVIDED HOWEVER, that if any special taxes and/or rates are demanded by the authorities by reason or any promulgation of any law / rule / regulation / ordinance, the Purchasers alone shall bear and pay such special taxes, vacant land tax and rates. The liability of the Purchasers to pay the municipal taxes, water taxes, levies and other like liability etc shall commence from the date of this agreement.

17.1 That, the Purchasers shall also pay VAT, Service Tax (if any), or any other tax and/or transfer/assignment charges, which is due or may be levied by the Government of Maharashtra or the Union Government or any other authority at any time in future with retrospective effect.

18. **Reimbursement of certain taxes, etc** :- The Purchasers hereby agrees that in the event of any amount by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Vendor, the same shall be reimbursed by the Purchasers to the Vendor in proportion to the areas of the Blocks agreed to be purchased by the Purchasers and in determining such amount the decision of the Vendor shall be final and conclusive and also binding upon the Purchasers.

19. **Purchasers's covenants to the Vendor and other purchaser to maintain the Blocks**:-The Purchasers shall maintain at their own cost, the Blocks agreed to be purchased by them in the good condition, state and order in which it is delivered to them and shall abide by all the Bye-laws, Rules and Regulations of the Government, Municipal Corporation or of any other authorities and the terms contained in this agreement and Deed of Declaration. The Purchasers hereby covenants to keep the Blocks, walls, drains, pipes and appurtenances thereto belonging in good and repaired conditions and in particular so as to support shelter and protect the parts of the building other than their Blocks. The Purchasers shall not do or cause to be done any act in their Blocks or in any part of the building by which the elevation of the building is modified or changed even to a slightest extent.

19.1 That, the Elevation Plan cannot be changed or disturbed by the Unit Owners. The Unit Owners shall not be allowed to do any type of additional construction in the Elevation Plan and outer area of the building. If any unit owner violates any of the said condition, he shall be liable to pay Rs.5,00,000/- to Vendor immediately on demand apart from the right of the Vendor to remove such violation at the expense of the unit owner and right to lodge complaint to the appropriate authorities.

19.2 **Penalty**: Barring the penalties, fines prescribed elsewhere in this document, an Unit owner or anybody claiming through or under them shall be liable for the penalties for the breach of any of the terms of this Deed of Declaration, Agreement of Sale, Sale deed. These penalties may be in form of monetary consequences and it may also lead to all or any of the following adverse consequences -
a) non-providing of general services/facilities;
b) disconnection of water supply, sweeping services, gas bank facility and utilization of common facilities which may be practicably possible and feasible, CCTV facility, video connection facilities, telephone, internal intercom, refusal to provide information at security counter about the visitors of Unit Owners or to the visitors / guests;

c) displaying and publishing the names of such defaulters on the notice board of the and if necessary, to the media.
d) blocking of allotted car parking area and non permitting any of the vehicle in building complex.

20. **Joining of Association etc** :- The Purchasers hereby agrees and undertake to be a member of Unit Owners' Association formed by the Vendor by executing the Deed of Declaration. The purchaser hereby consents that whenever necessary, Vendor or the Unit Owners' association shall carry out the amendment or modification in the Deed of Declaration as may be considered expedient without formally seeking any further consent.

21. **Non-transfer of rights of this agreement**:- The Purchasers shall not transfer their interest under or the benefit of this agreement or any part thereof to any person or appoint any nominee for transfer of the benefit of this agreement, without written prior permission of the Vendor; and such permission may be granted upon payment of the transfer fee as may be prescribed from time to time and subject to such other terms as may be determined by the Vendor during the material time.

21.1 Without prejudice to anything contained in this agreement or deed of declaration, Blocks shall not be transferred or agreed to be transferred without first obtaining written No Objection certificate (NOC) from the Vendor and clearing of all dues of Association/service provider. For grant of NOC by the Vendor, a minimum transfer fees of Rs.100/- (Rupees One hundred only) per sq. ft. super built-up area of the Blocks shall be paid by the Purchasers. The said fees may be changed without notice in due course. The non-compliance of the said condition shall entail consequences as mentioned in the penalty clause.

22. **Right to enter / repair etc.** :- The Purchasers shall permit the Vendor or other Purchasers and their surveyors or agents with or without workmen and others at all reasonable times to enter into and upon their Blocks or any part thereof to view, examine, repair, etc.

22.1 The Purchasers shall repair the leakages in their toilet, kitchen or other part of their Blocks immediately and in any case within a period of 3 days from the date of intimation by the aggrieved party, failing which such aggrieved party i.e. Blocks owner or Vendor shall have right to force entry in the Blocks of the Purchasers and carry out the necessary repair at the cost and consequences of the Purchasers.

23. **Avoidance of nuisance etc.**:- The Purchasers shall not use the Blocks or permit the same to be used for any purpose whatsoever other than what has been stated in this agreement / DOD nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Units in the building and the neighbouring properties nor for any illegal or immoral purposes.

24. **Name of the scheme, etc** :-The name of the scheme and complex etc. shall be exclusive the prerogative of the Vendor .

25. **Non-Waiver due to relaxation**:- Any delay or indulgence by the Vendor in enforcing the terms of the agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Vendor nor any breach or non-compliance of any of the terms and conditions of this agreement by the Purchasers shall in any manner prejudice the rights of the Vendor.

26. **Payment of cost, etc**:- All costs, charges and expenses in connection with preparing, embossing, franking, stamping and registering all the agreement, conveyance or any other documents required to be executed by the Vendor and/or the

Purchasers as well as the entire professional costs of the Advocates in preparing and approving all such documents shall be borne and paid by the Purchasers.

27. **Payment of outgoings**: - Maintenance of the building and common areas will be done by a Service provider with which the Association and the Vendor have entered into a long-term service agreement. The initial monthly maintenance charges of Rs. 59,500/- (Rupees Fifty Nine Thousand Five Hundred only) will be charged per month on Super Built up Area. The maintenance charge will be increased by 15 % after every 03 years.

28. **Contributions and certain expenses** :- (a) it is expedient to see that after all Units etc. are sold then the scheme area is properly maintained and beautified and kept secured. As such, before taking possession or getting the sale deed executed, the Purchasers shall whenever required by the Vendor to deposit with the Vendor/Service Provider, following amounts. This amount is to be paid on demand and in any case, before execution of Sale Deed or delivery of possession, which ever occurs first.

| | |
|---|---|
| Rs. 1,00,000/- | To be paid for the legal and misc. expenses etc. |
| Rs.1,00,000/- | To be paid for Water Meter Charges/Electric Meter charges |
| Rs. 5,00,000/- | To be paid for Transformer, Generator and Cable charges etc. |

(b) The contribution amount shall be utilised for the payment of expenses on providing the maintenance services and other outgoings by the service provider/ Vendor, as may be deemed fit by the Vendor. The said contribution shall not be refundable and shall not carry any interest.

29. **Deed of Declaration**:-The said scheme is submitted to the provisions of Maharashtra Apartments Ownership Act, 1970 and Deed of Declaration is registered as mentioned above. The Purchasers agrees with the terms, conditions and covenants mentioned in the deed of declaration.

30. **Address of Serving of Notice:-** All letters, receipt, notices to be issued and served upon the Purchasers shall be deemed to have been duly issued and served, if sent to the Purchasers at the address mentioned in this document by pre-paid post or under Certificate of posting or by Fax or email or courier and shall duly and effectually discharge the Vendor.

31. **Liability for defect etc:-** That, the Vendor shall not be liable to pay compensation or to make good any defect in the proprietary items used in the construction of the said Blocks, and proper claim regarding this shall directly be made by the Purchasers to the manufacturer of such items, keeping the Vendor indemnified

32. **Earmarked & common parking:-** That there shall be a general parking and exclusive allotted parking area for the scheme. No other unit owner shall have any right or easement over the exclusive parking area allotted to some Unit Owner or retained by the Vendor. The Purchasers shall park their vehicle in the parking area to be allotted to them or General Parking Area.

33. **Rights on terrace / Display of boards etc**. The right of terrace exclusively will remain with the Vendor, the Vendor is free to allot to use the terrace to anyone, and the Purchasers will have not any objection on this part. The purchaser shall not put any display board, signboard, banner etc. in any area of the building except putting their nameplate at main door of Blocks. It is clearly mentioned to the Purchasers that the right to use of the Terrace and AC Plant Room on the Terrace exclusively belong to the Vendor. The Purchasers and Future Purchasers will have no objection and have no right to interfere for the same. However, some place on Terrace above A/C Plant Room will be utilized for the Common Water Tanks and Common Solar Water Heaters for all the Unit Owners.

34**. Arbitration Clause:-** This Agreement shall be governed by the laws of India. The parties herein shall resolve all disputes in connection with this agreement amicably by mutual negotiation, failing which, the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996, with its statutory modifications, enactments or re-enactments thereto. The arbitrator shall be appointed by mutual consent of both the parties, failing which Vendor/ Grantor / Service Provider shall be appointing an arbitrator, and award of the arbitrator, shall be final and binding to the parties. Venue of such arbitration proceeding shall be Nagpur. Provisions of the Arbitration and Conciliation Act, 1996 shall be applicable. The language of arbitration shall be English. Court at Nagpur, India, alone shall have jurisdiction in the matter. The cost of arbitration shall be shared equally by the Parties.

**In witness whereof**, the parties hereto have set and subscribed their respective hands to this document in presence of witnesses on the day, month and year hereinabove first written.

| Witnesses | Photo | Left Hand Thumb Impression | Signature |
|---|---|---|---|
| 1)<br><br>2) | | | For Pardesi Constructions Private Limited<br><br>Jaiprakash G. Khushalani<br>Authorised Director<br>**VENDOR** |
| | | | **PURCHASER** |