**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE IS MADE AND ENTERED INTO AT NAGPUR on this _____ day of _____ 2023

**BY AND BETWEEN**

**LUXORA INFRASTRUCTURE PRIVATE LIMITED,** (PAN No. AABCL2854K, CIN: U65929MH2007PTC166943), a company incorporated under the Indian Companies Act, 1956 and having its registered office at Unit No 150, Avior Corporate Park , Nirmal Galaxy, LBS Road, Mulund (West), Mumbai – 40008 and also having an office in Nagpur located at The Glade, Ensaara Metropark, Mouja Pipla, Nagpur (MH) 440034, hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part;**

**MR/Mrs**_____ having his/her/their/its address as stated in **Annexure A** hereto and hereinafter referred to as the "**Allottee**" (which expression shall unless it be repugnant to the subject context or meaning thereof, be deemed to mean and include (a) in the case of an individual or individuals, his, her or their respective heirs, executors, administrators and permitted assigns; (b) in the case of a body corporate, its successors and permitted assigns; (c) in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns; (d) in the case of Hindu Undivided Family, the Karta and the members for the time being and from time to time of the coparcenary and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns; or (e) in the case of a Trust, the Trustees for the time being and from time to time of the Trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns) of the **Other Part;**

The Promoter and the Allottee shall, wherever the context requires, be referred to individually as **"Party"** and collectively as **"Parties"** hereto.

**RECITALS**

**WHEREAS:-**

**A.** The Government of Maharashtra through the Urban Development Department (hereinafter referred to as the "Government"), acting under the provisions of Sections 20(4) and 37 of the Maharashtra Regional and Town Planning Act, 1966; has sanctioned modification of the Development Control Regulations of all the Municipal Corporations, New Town Development Authorities, Special Planning Authorities, Municipal Councils and also in the Development Control Regulations of the Regional Plans of the State of Maharashtra by incorporating Development Control Regulations exclusively for Special Townships and accordingly has vide Notification bearing No. TPS 2405/Nagpur R.P.DCR/ UD-9 dated February 17, 2006 modified the Regional Plan for Nagpur District Region. Vide Notification bearing No. TPS-1816/CR-368/15/20(3)/UD-13 dated November 9, 2016 has further modified and amended the Development Control Regulations exclusively for Special Townships (hereinafter collectively referred to as "**Township Regulations**").

**B.** The Promoter has acquired and/or is well and sufficiently entitled to all that freehold piece or parcel of land or ground hereditaments located at Mouja Pipla Taluka and District Nagpur admeasuring approximately 113 hectares equivalent to approximately 279 acres which is more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**Ensaara Property"**). In accordance with the Township Regulations, the Promoter has planned and is in the process of developing and constructing an integrated township to be known as **"Ensaara Metropark"** on part of the Ensaara Property, consisting of several residential plots, multi-storied buildings containing residential and/or non-residential units, in several phases, along with required infrastructure, amenities, and facilities.

**C.** In compliance with the Township Regulations, the Promoter has, in respect of the Ensaara Property, obtained from the Appropriate Authorities, all the necessary approvals for the development of Ensaara Metropark.

**D.** At present, as a part of the development of Ensaara Property, the Promoter, after having obtained all the necessary approvals from the Appropriate Authority (details of the key approvals are more particularly stated in **Annexure B** hereto), has commenced development of a plotting project comprising of several residential plots, particulars of which are stated in **Annexure A** hereto (hereinafter referred to as the "**Project**") on the Project Land, forming part of the Ensaara Property. The Project Land is shown in red colour boundary line, respectively, on the sanctioned layout plan annexed hereto as **Annexure C**.

**E.** The Promoter has in compliance of the Real Estate (Regulation and Development) Act, 2016 ("**Act"**) and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**Rules**"), registered the Project as a "real estate project" as defined under the Act, with the Maharashtra Real Estate Regulatory Authority, having the registration number as more particularly stated in **Annexure A** hereto. An authenticated copy of the project registration certificate issued by the Maharashtra Real Estate Regulatory Authority is annexed hereto as **Annexure E**.

**F.** For the Project, the Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and appointed a Chartered Engineer for the preparation of the design and drawings of the Project. The Promoter accepts professional supervision of the Architect and the Chartered Engineer until the complete development of the Project. From time to time the Promoter shall appoint various other contractors and sub-contractors for the development of the Project. Notwithstanding what is stated herein, the Promoter shall always be entitled to change any or all of the architects, engineers, contractors, sub-contractors etc, engaged in the development of Project, in their sole discretion without any recourse to the Allottee. The Allottee understands and accepts the same.

**G.** It is an express, essential, and integral terms and conditions of this Agreement that:

i. The Promoter is desirous of developing an integrated township i.e. the Ensaara Metropark on the Ensaara Property comprising of, inter alia, residential and non-residential buildings, plots, club houses, retail buildings, convenience stores, gardens, open spaces along with all the required infrastructure facilities including but not limited to water supply, sanitation, electric power, roads, telephone lines etc. in an orderly and systematic manner and also to manage and maintain Ensaara Metropark, in accordance with the Township Regulations.

ii. The Promoter shall in its sole and unfettered discretion, undertake the development of the Project on the Project Land and shall further be entitled to register such development as 'real estate project' under the Act with the Maharashtra Real Estate Regulatory Authority, if required from time to time.

iii. The Promoter shall in its sole and unfettered discretion, undertake the development of different piece and parcels of land forming a part of the

Ensaara Property either by itself or jointly with other developers and which may or may not be contiguous/adjoining the Project Land and shall further be entitled to register any such development as “real estate projects’ under the Act with the Maharashtra Real Estate Regulatory Authority, if required from time to time (hereinafter referred to as the “**Balance Projects**”). The Ensaara Metropark Amenities and Facilities shall be ultimately held by the Apex Body, as provided herein, and/or managed through the Apex Body, as determined by the Promoter, in its sole discretion.

iv. Pursuant to the modification/amendment of the erstwhile Township Regulations, the Promoter is now entitled to enhanced FSI in respect of the Ensaara Property and accordingly, the Promoter shall be applying for modification/amendments of the Approvals from the Appropriate Authorities in order to further utilize the enhanced FSI. The Promoter shall also be entitled to make variations, alterations, amendments or deletions to or in the plans/scheme of development of the Ensaara Metropark, or any part thereof, layout plans and Project Plan including but not limiting to the relocating/ realignment of water, power, sewerage, telephone, gas and other services and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, club houses, convenience stores recreation areas, garden or playground spaces and all or any other areas, amenities and facilities as they may deem fit in their sole and unfettered discretion; or if the same are required by the Appropriate Authorities, but without affecting the rights and interests of the Allottee under this Agreement vis-a-vis the location of the Unit Land in the Project and the area of the Unit and/or Unit Land. The Promoter shall also be entitled to delete/de-notify all or part of Ensaara Metropark from the Township Regulations at any point in time. In such case of such deletion/denotificaton, the Allottee shall acknowledge and accept the same without any protest or demur. Further, the Allottee hereby agrees that he/she/it shall not have any claim against the Promoter in relation to such deletion/denotification. The Allottee shall have no claim whatsoever on any such denotified and/or deleted portion of Ensaara Metropark. The Allottee understands the same and hereby grants their unconditional consent to the same.

v. Notwithstanding what is stated herein above, the Allottee admits, acknowledges and confirms that the Promoter has disclosed and declared to the Allottee and the Allottee has understood and independently verified that, as per the existing proposed new Development Plan for Nagpur made by Nagpur Improvement Trust, three roads were proposed on the Ensaara Property. The Promoter on September 29, 2015 has made

necessary representations to the Nagpur Improvement Trust and the Hon'ble Collector, Nagpur stating that, prior to the preparation of the proposed new Development Plan for the Ensaara Property, the Promoter has already received all the necessary approvals from the Appropriate Authorities, for development of Ensaara Property as an integrated township in accordance with the Township Regulations. Upon such representations, the Appropriate Authorities have subsequently recommended for deletion of the said proposed roads. The details of such recommendations are available on the Nagpur Improvement Trust's official website. The Promoter is in the process of revising the road alignment in accordance with the requirement of Appropriate Authorities and this may revise common areas, amenities and parking spaces of the Project/Ensaara Metropark accordingly.

**H.** The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title in respect of the Project Land and the Approvals. The Allottee has independently verified the same and is satisfied in all respects thereto. The Allottee hereby confirms the same and waives the right to further investigate and/or raise any objections regarding the title of the Promoter to the Project Land. A copy of the title certificate issued by M/s Dwivedi & Khedkar Advocates and the Property Card and/or VII/XII extracts in respect of the Project Land are hereto annexed and marked as **Annexure F** and **Annexure G** respectively. Further, the Allottee confirms that the Promoter has given to the Allottee inspection of the plans including the Ensaara Property, Project Plan (and any proposed revisions thereof), the aforesaid proposed new development plan, notifications, designs and specifications of the Project and the Allottee has independently verified the same and is satisfied in all aspects thereto.

**I.** After perusing and being completely satisfied with regard to the Approvals and title documents in respect of the Project and/or Project Land the Allottee has agreed to acquire from the Promoter and the Promoter has agreed to grant unto the Allottee, the exclusive right to use and occupy the Unit Land and further to construct thereon the Unit having a maximum aggregate Built Up Area, as more particularly stated in **Annexure A**, in accordance with the Unit Plan, at and for the Consideration and on the terms and conditions as stated herein. The Unit and Unit Land are more particularly described in **Annexure A** hereto.

**J.** The Parties, being desirous of recording the terms and conditions of acquisition of the exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon, as agreed to between the

Parties and as required under Section 13 of the Act read with the Rules, have executed this Agreement to bind one another as hereunder.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants, consideration and promises contained, the Parties intending to be bound legally, agree as follows:

## 1. DEFINITIONS AND CONSTRUCTION

The Parties hereto confirm that all the recitals of this Agreement shall form a part and parcel of this operative part of the Agreement as if the same were reproduced verbatim herein.

### 1.1 Definitions.

In this Agreement each word or phrase listed below has the meaning designated herein. Other words or phrases used in this Agreement may be defined in the context in which they are used, and shall have the respective meaning designated therein, unless the context otherwise requires:

**1.1.1** "**Agreement**" shall mean this Agreement for Sale and the Schedules, Annexures to this Agreement and amendments in writing thereto, if any;

**1.1.2** "**Apex Body**" shall mean an association of persons duly incorporated registered or formed under the law being in force (at the relevant time) or a company incorporated under the Companies Act, 1956, or a co-operative society formed under the Maharashtra Co-operative Societies Act, 1960 or an association of apartment owners formed under the Maharashtra Apartment Ownership Act, 1970 or any such body corporate or organisation, as may be incorporated/registered by the Promoter in its discretion, under the prevalent laws at the appropriate time; the shareholders/members whereof, shall comprise of all the body corporates of the Balance Projects including the Body Corporate and the allottees of any stand-alone premises in the Ensaara Metropark which do not form a part of any body corporate, if any.

**1.1.3** "**Applicable Law**" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, directive, guidelines, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of

the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

**1.1.4** "**Appropriate Authority**" or "**Appropriate Authorities**" shall mean the Government of Maharashtra and/or the Honourable Collector, Nagpur and/or the Nagpur Municipal Corporation and/or the Nagpur Improvement Trust, authorities under the Income Tax Act, 1961, the Maharashtra Real Estate Regulatory Authority and/or any other statutory body or quasi-judicial body to which the Ensaara Property and/or Ensaara Metropark is subjected to or may be subjected to in the future.

**1.1.5** "**Approvals**" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/ to be obtained from or granted/ to be granted by the Appropriate Authorities in connection with the development and construction of the Project and Unit.

**1.1.6** "**Balance Projects**" shall have the meaning ascribed to it in Recital G.

**1.1.7** "**Body Corporate**" shall mean an association of persons duly incorporated or formed under any law for the time being in force or a company incorporated under the Companies Act, 1956, or a co-operative society formed under the Maharashtra Co-operative Societies Act, 1960 or an association of apartment owners formed under the Maharashtra Apartment Ownership Act, 1970 or any such body corporate or organisation, as may be incorporated/registered by the Promoter in its discretion, under the prevalent laws at the appropriate time for the Project, the members whereof shall comprise of all the unit allottees, transferees and/or allottees of the Project constructed on the Project Land in the Ensaara Metropark.

**1.1.8** "**Built-Up Area**" shall mean and include carpet area, internal and external walls, enclosed and open balconies, and an internal staircase within the Unit.

**1.1.9** "**Charges and Deposits**" shall mean the charges, which are payable by the Allottee on or before the Possession Date, or as otherwise stated, and as specified in **Annexure A** hereto.

**1.1.10** "**Charges and Deposits Bank Account**" shall mean the bank account created in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Body Corporate or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received, particulars of which are stated in **Annexure A** hereto.

**1.1.11** **"Consideration**" shall mean an amount to be paid by the Allottee to the Promoter in accordance with **Annexure A** hereto as and by way of

consideration for acquisition of the exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon.

**1.1.12** "**Ensaara Metropark**" shall mean the integrated township being developed by the Promoter on the Ensaara Property in accordance with the Township Regulations to be known as Ensaara Metropark.

**1.1.13** "**Ensaara Metropark Amenities and Facilities**" shall mean those common areas, infrastructure, amenities and facilities to be developed upon the Ensaara Property, or a part thereof, in accordance with the Township Regulations, which shall be developed by the Promoter, in its discretion, in several phases and/or along with the Balance Projects as a part of the Ensaara Metropark, which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time. Part of the Ensaara Metropark Amenities and Facilities shall be made available on completion of the Project.

**1.1.14** "**Ensaara Metropark Management Company"** shall mean any Person who shall be in charge of the maintenance and management of the Ensaara Metropark Amenities and Facilities in the Ensaara Metropark and appointed by the Promoter in accordance with Clause 5.2 hereinbelow.

**1.1.15** **"Ensaara Metropark Maintenance Charge"** shall mean a provisional monthly charge levied initially by the Promoter and thereafter by the Apex Body or Ensaara Metropark Management Company (as the case maybe), for the management and maintenance of the Ensaara Metropark Amenities and Facilities, calculated on a per square foot/square metre basis of the total area of the Unit Land as specified in **Annexure A** and payable by the Allottee quarterly in advance and/or in the manner as shall be notified by the Promoter to the Allottee or as subsequently decided by the Apex Body or Ensaara Metropark Management Company (as the case may be).

**1.1.16** "**Ensaara Property**" shall mean all that piece and parcel of land admeasuring approximately 113 hectares equivalent to approximately 280 acres situated at Mouja, Pipla Taluka and District Nagpur and more particularly described in the **First Schedule** hereunder written.

**1.1.17** "**Floor Space Index**" or "**FSI**" shall mean the quotient obtained by dividing the total covered area (plinth area) on all floors, by the area of the Ensaara Property and more particularly defined in Development Control Regulations, Nagpur, 1991.

**1.1.18** "**Force Majeure Events**" shall mean (a) an act of God such as storm, earthquake, hurricane, tornado, cyclone, flood, adverse weather conditions, etc. or fire (not due to any act, neglect or default of any of the

Parties); (b) war, act of terrorism, insurrection, rebellion, riots or other civil unrest; (c) epidemic, pandemic, quarantine restrictions or other public health restrictions or advisories; (d) strikes or lockouts or other labor interruptions; (e) disruption to local, national or international transport services, embargoes resulting in non-availability of materials necessary for the construction of the Building, the failure of any applicable governmental authority to issue any approvals, or the suspension, termination or revocation of any material approvals required for the construction or any acts, orders or legislation of any applicable governmental authority; (f) any notice, order, rule, notification of the Government and / or other public competent authority / Court; or (g) or any other event that is beyond the reasonable control of a Party and which shall directly affect the performance of this Agreement by the affected Party.

**1.1.19** "**Permissible Deductions**" shall mean (a) an amount equivalent to 10% of the Consideration payable under this Agreement; (b) interest on any overdue payments; (c) brokerage paid to channel partners/brokers, if any; (d) administrative charges as per Promoter's policy; (e) all taxes paid by the Promoter to the competent authorities; (f) amount of stamp duty and registration charges to be paid on the deed of cancellation of this Agreement, if the Agreement is registered; (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in instalments or paid directly by the Promoter to the bank.

**1.1.20** "**Possession Date**" shall mean the date specified in **Annexure A** on which date the Promoter shall offer possession of the Unit Land to the Allottee; subject to the occurrence of any Force Majeure and the Allottee complying with all their obligations under this Agreement.

**1.1.21** "**Project**" shall mean the development of several individual residential pieces and parcels of land forming a part of the Project Land and is more particularly described in **Annexure A** hereto.

**1.1.22** "**Project Land**" shall mean a plot of land, being all that piece and parcel of land forming a part of the Ensaara Property and which is more particularly described in **Annexure A** hereto and is hereto shown in a red colour boundary line on the plan annexed hereto as **Annexure C**.

**1.1.23** "**Project Maintenance Charge**" shall mean a provisional monthly charge as specified in **Annexure A** hereto levied, by the Body Corporate (or Promoter if the Body Corporate is not yet formed) for the management and maintenance of the common areas, amenities, facilities specific to the

Project, calculated on a per square foot/square metre basis of the total area of the Unit Land, which shall be paid from the intimation of the Possession Date by the Allottee quarterly in advance and/or in the manner as shall be notified by the Promoter to the Allottee or as subsequently decided by the Promoter or the Body Corporate (as the case may be).

**1.1.24** "**Project Plan**" shall mean the sanctioned layout plan, as shown in **Annexure C** hereto, in accordance with which, the Promoter shall construct and develop the Project, on the Project Land and as may be approved by the Appropriate Authorities.

**1.1.25** "**Promoter's Project Bank Account**" shall mean the bank account, particulars of which are stated in **Annexure A.**

**1.1.26** "**Rectification Notice**" shall mean a notice issued by the Promoter specifying the delay/defaults by the Allottee in complying with the Allottee's obligations under this Agreement.

**1.1.27** "**Rectification Period**" shall mean a period of 15 (fifteen) days from the date of the Rectification Notice.

**1.1.28** "**Refund Period**" shall mean a period of 30 (thirty) days from the date of execution and registration of the deed of cancellation as stated in accordance in Clause 11.3.4 hereunder.

**1.1.29** "**Taxes**" shall mean all direct and indirect taxes including but not limiting to the goods and service tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed (now or in future) and, or, levied, by any Appropriate Authority, together with any interest and penalties in relation thereto in respect of the Project, Project Land, Ensaara Metropark and/or Ensaara Property.

**1.1.30** "**Township Regulations**" shall have the meaning ascribed to it in Recital A.

**1.1.31** "**Unit**" shall mean the residential premises to be constructed by the Allottee on the Unit Land in accordance with the Unit Plan pursuant to this Agreement for Sale having an aggregate maximum Built Up Area as stated in **Annexure A**.

**1.1.32** "**Unit Area**" shall mean the maximum Built Up Area of the Unit to be constructed by the Allottee on the Unit Land and is more particularly specified in **Annexure A**.

**1.1.33** "**Unit Land**" shall mean a piece and parcel of land having an area as specified in **Annexure A** and forming a part of the Project Land and is

indicated on the plan annexed hereto as **Annexure D** together with access to electricity, water and sewage connections.

**1.1.34** "**Unit Plan**" shall mean the sanctioned plan, in accordance with which, the Allottee shall construct and develop the Unit on the Unit Land and as may be approved by the Appropriate Authorities.

**1.2 Interpretation**

**1.2.1** Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

**1.2.2** All references in this Agreement to Articles, Clauses and Sub-Clauses, Schedules or Annexures shall be construed as including a reference to provisions in or to this Agreement unless otherwise specified therein. The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision in this Agreement. The words "include", "including" "among other things" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases, or words of like import.

**1.2.3** The headings of the several Articles and Sub-Clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.

**1.2.4** Unless otherwise specifically stated in this Agreement, interest shall mean the State Bank of India highest Marginal Cost of Lending Rate plus two percent. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

**1.2.5** Unless otherwise specifically stated in this Agreement, time will be the essence of contract for the purpose of the obligations under this Agreement.

**1.2.6** It is hereby expressly recorded that the Recitals hereinabove shall form an integral part of this operative portion, as if the same are set out herein verbatim**.**

**2. AGREEMENT**

**2.1.** The Promoter agrees to develop the Project, comprising of several individual residential pieces and parcels of land forming a part of the Project Land as part of the Ensaara Metropark in accordance with the Project Plan, as may be amended from time to time in accordance with the disclosures made by Promoter in Recital G and sanctioned by the Appropriate Authorities under the Applicable Laws.

**2.2.** Subject to and upon the terms, conditions and provisions hereof, including timely payments of all amounts due under this Agreement by the Allottee, the Promoter hereby agrees grant unto the Allottee of the exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon.

**2.3.** The Promoter shall abide by the time schedule for completing the Project and handing over the Unit Land to the Allottee and the common areas to the Body Corporate in accordance with Clause 7.2 hereinbelow. The Promoter shall handover the Unit Land to the Allottee on or before the Possession Date subject to the Allottee complying with all the terms and conditions stated herein and making timely payments of the Consideration and other amounts as stated herein. If the Promoter fails or neglects to give possession of the Unit Land to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, the Allottee shall have the option to terminate this Agreement and the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Unit Land with interest from the date the Promoter received the sum till the date the amounts and interest thereon is repaid after deducting therefrom the amount determined as Permissible Deductions. Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of Unit Land on the aforesaid date, if the completion of Project in which the Unit Land is to be situated, is delayed on account of Force Majeure Events. In case the Allottee does not exercise his option to terminate this Agreement, the Promoter shall pay to the Allottee, the interest on all the amounts paid by the Allottee, for every month of delay, till the handing over of possession of the Unit Land.

**2.4.** The Promoter hereby declares that the FSI available as on date in respect of the Project Land is as per Annexure A only and Promoter has planned to utilize said FSI (including FSI premium, ancillary and TDR if applicable). The Promoter has disclosed the same to be utilized by it on the Project Land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. Any FSI

accruing on Project Land and/or Unit Land and not being utilised on the Project Land and/or Unit Land (as per the designs/plans provided by the Promoter to the Allottee), for any reason whatsoever, shall at all times accrue and belong exclusively to the Promoter alone and may be utilised in the Balance Projects at the sole discretion of the Promoter.

**2.5.** The Allottee acknowledges and confirms that the residential plots/projects/building/s/infrastructure of the Balance Projects and/or the plans, layout plans, approvals etc. in respect thereof being implemented or to be implemented in future are not the subject matter of this Agreement and the Project and there shall be no right, entitlement or interest of Allottee in respect thereof.

**2.6.** The Promoter shall be entitled in its sole discretion as it deems to fit to allocate and distribute all vehicle parking spaces (if any) in respect of the Project.

**2.7.** The Allottee agrees and undertakes to construct the Unit on the Unit Land either by itself or through the Promoter within the period as more particularly stated in **Annexure A**.

## 3. PAYMENTS

### 3.1 Consideration

**3.1.1** The Allottee shall pay to the Promoter the total aggregate Consideration along with the applicable Duties and Taxes as stated in **Annexure A** as and by way of consideration for acquisition of the exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon.

**3.1.2** The Allottee shall pay to the Promoter the Consideration as per the payment schedule as stated in **Annexure A** hereto.

**3.1.3** In addition to the Consideration, the Allottee shall pay all Taxes (whether currently applicable / payable or which may become applicable / payable in future) including but not limited to, Value Added Tax (VAT) and Goods and Services Tax (GST) in connection with the acquisition of the exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon.

**3.1.4** The Allottee hereby confirms and understands that no third party cheques or RTGS or pay orders will be accepted by the Promoter or considered as payment towards the Consideration and/or the Charges and Deposits.

**3.1.5** In compliance with the rules and regulations of the Income Tax authorities, the Allottee shall make all payments towards Consideration or part thereof, after deducting TDS @ 1% (one percent) (or at any other rate that

may be prescribed under Applicable Laws) on such amounts, if applicable. Along with such payment, the Allottee shall also be required to submit to the Promoter the requisite challan as well as Form 16 B (presently evidencing payment of TDS to the Government) as per Income Tax Act, 1961, duly executed by the Allottee in that regard.

**3.1.6** It is hereby specifically agreed that any payment of the Consideration or part thereof made by the Allottee that is not accompanied with the challan and Form 16B shall be deemed to be a failure to pay and the provisions of clause 3.4 hereinbelow shall apply.

**3.1.7** It is hereby further agreed that if Promoter desires so, the Allottee shall authorize the Promoter in writing (by executing such documents as may be necessary), to collect the amount of TDS which the Allottee is liable to deduct and deposit the same with the Appropriate Authorities. The Promoter shall provide the Allottee with such documentary proof of deposit, in due course.

**3.1.8** The Promoter confirms that the Consideration so stated shall be increased on account of any development charges, levies, duty, cess or any other levy by whatever name called that may be imposed on the Project and/or the Unit by the Appropriate Authorities. In such an event, the Allottee agrees to pay the additional amount to the Promoter without protest or demur.

**3.1.9** The Allottee confirms that he/she/they/it has/have voluntarily and willingly paid the booking amounts and other instalments of the Consideration to the Promoter on or prior to the execution of this Agreement.

**3.2 Charges and Deposits**

**3.2.1** In addition to the Consideration, the Allottee shall pay and/or deposit with the Promoter on demand, the Charges and Deposits as specified in **Annexure A** hereto, on or before the Possession Date in the Charges and Deposits Bank Account.

**3.2.2** The Promoter shall maintain separate books of account in respect of the Charges and Deposits, collected in advance and shall be liable to render the accounts of such Charges and Deposits, only to the Body Corporate and/or Apex Body, as the case may be, and not individually to the Allottee at any time. The Charges and Deposits, paid to the Promoter by the Allottee shall not carry any interest and the same shall remain with the Promoter until the formation of the Body Corporate and/or Apex Body and only after utilizing, appropriating and adjusting the same, be transferred by the Promoter to the Body Corporate and/or the Apex Body, as the case may be.

**3.2.3** The amounts of Charges and Deposits have been separately agreed to and recorded in writing and signed by the Parties and shall form part of this Agreement and the same is non-refundable as stated in **Annexure A**.

**3.3 Project Maintenance Charge and Ensaara Metropark Maintenance Charge**

**3.3.1** The Allottee shall be liable to pay to the Promoter and/or the Body Corporate (as the case may be) the Project Maintenance Charge as shall be decided and/or specified in **Annexure A**, being the charges for a period of 1 (one) year and, thereafter the same shall be paid quarterly in advance to the Promoter or the Body Corporate (as the case may be), or as may be varied from time to time. The Promoter and/or the Body Corporate (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same, or as may be varied from time to time.

**3.3.2** Upon the Allottee receiving the Notice of Possession and prior to taking the possession of the Unit, the Allottee shall be liable to pay to the Promoter and/or the Apex Body (as the case may be) the Ensaara Metropark Maintenance Charge as shall be decided and/or as specified in **Annexure A,** being the charges for a period of 1 (one) year and, thereafter, the Allottee shall be Liable to pay the Ensaara Metropark Maintenance Charge quarterly in advance to the Promoter or the Apex Body (as the case may be), or as may be varied from time to time. The Promoter and/or the Apex Body (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same, or as may be varied and notified to the Allottee from time to time.

**3.3.3** If in the event the Promoter is responsible for collecting the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge and there being any arrears in payment of the same by the Allottee, the Promoter shall before transferring over such Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge to the Body Corporate or the Apex Body (as the case maybe), appropriate the shortfall from and out of the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge collected from all the other unit allottees who may be member of the same Body Corporate and/or the Apex Body, as the case may be, and shall recover the same along with interest due (if any) from the Allottee.

**3.3.4** If the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge, which is charged on a provisional basis, is insufficient to manage and maintain the Project and/or Ensaara Metropark then in that event the Promoter, Body Corporate and/or Apex Body, as the case may be, shall

have the right to increase the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge from time to time and the Allottee shall without any protest pay its proportionate share of such increase.

**3.3.5** The Allottee agrees to pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge within 15 (fifteen) days from the date of demand thereof by the Promoter, Body Corporate and/or Apex Body as the case may be. Any delay in payment of either the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge shall make the Allottee liable to pay interest at the rate of 18% p.a. from the date the said amount becoming due and payable by the Allottee to the Promoter, Body Corporate and/or Apex Body as the case may be, till the date of realization such amount.

**3.3.6** If the Allottee does not pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge and interest thereon (if any) for a period of more than 2 (Two) quarters consecutively then in that event the Promoter, the Body Corporate and/or the Apex Body (as the case may be) shall have the right to withhold or cut-off the amenities or facilities or services enjoyed by the Allottee in relation to the Unit and/or the Unit Land, Project and/or Ensaara Metropark. However the liability to pay Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge along with interest thereon shall continue irrespective of the discontinuance of such amenities or facilities or services.

**3.3.7** In the event any of the utility providers are unable to provide any of its services in respect of the Ensaara Metropark Amenities and Facilities, then in that event the Promoter, Body Corporate and/or Apex Body as the case may be, shall not be liable or responsible to provide the same.

**3.4 Timely Payments**

**3.4.1** Time, for payment of all the instalments of the Consideration, Charges and Deposits, Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge and other amounts payable by the Allottee under this Agreement, is of the essence of this Agreement. It is hereby expressly clarified, agreed and understood that if for any reason whatsoever, the Allottee commits any delay and/or default in payment of any of the amounts mentioned in this Agreement or in providing the challan and Form 16B evidencing the TDS deducted then in such event, without prejudice to the other rights and remedies available to the Promoter, the Allottee shall be liable to pay to the Promoter interest as per Applicable Law on the amount of the instalment/s and/or other amounts from their respective due dates till payment and/or realization.

**3.4.2** Without prejudice to the provisions of sub-clause 3.4.1 above, in the event the Allottee commits default in payment on due date of any amount due and payable by the Allottee under this Agreement (including his/her/their/its proportionate share of Taxes levied by concerned local authority and other outgoings) and on the Allottee committing 3 (three) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post with A.D. at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and to the consequences of termination as stated in Clause 11.3 hereunder shall follow.

**3.4.3** All payments as provided in this Agreement shall be made by the Allottee by way of cheque/demand draft/pay order drawn in favour of the Promoter's Project Bank Account or the Charges and Deposits Bank Acocunt or in such other manner as may be notified by the Promoter. In the event the Promoter desires that the cheques/demand drafts/pay orders be drawn in favour of another bank account, the Promoter shall inform the Allottee of the same in writing, and upon receipt of such written intimation from the Promoter, the Allottee shall make all future payments accordingly.

**3.4.4** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations framed there under ("**Foreign Exchange Laws**") or any statutory amendment(s), modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the Foreign Exchange Laws or any other Applicable Laws. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any actions under the Foreign Exchange Laws or other laws as applicable, as amended from time to time. The Allottee shall keep the Promoter fully indemnified and

harmless in this regard. Wherever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Foreign Exchange Laws or any other Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein, in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**3.4.5** The Allottee shall be completely responsible for any notices or actions taken by any of the authorities due to non-compliances of the Foreign Exchange Laws by the Allottee and the Promoter shall not be in any case responsible for the same.

**3.4.6** The Promoter shall have first and paramount charge and lien on the Unit in respect of any amount whatsoever payable by the Allottee to the Promoter under this Agreement. The Allottee shall not object to or dispute the aforesaid for any reason whatsoever and the Allottee hereby irrevocably and unconditionally consents to the aforesaid and agrees and undertakes to pay all the amounts on time.

**3.4.7** It is hereby agreed that if due to any ordinance, notification, change in existing laws or enactments, any additional taxes, levies, service tax or VAT, Goods or Services tax, or any other taxes/charges/surcharge pertaining or relating to grant of the exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon and/or to the development, construction of the Project and/or Ensaara Metropark are levied or increased and are payable by the Promoter and/or recovered from the Promoter, then the same shall be borne and paid by the Allottee, at actuals, without any objection. Provided that the Promoter shall enclose the said notification/order/rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments or as specified in the said notification.

**3.4.8** The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee for any other purpose or any other account. Any overdue payments so received will be first adjusted against interest accrued then towards statutory dues and subsequently towards outstanding dues of the Allottee.

## 4 CONSTRUCTION AND DEVELOPMENT

**4.1 Ensaara Metropark**

**4.1.1** The Ensaara Metropark together with the Ensaara Metropark Amenities and Facilities, is and shall be undertaken and implemented by the Promoter as it deems fit, in its sole discretion subject to the occurrence of any event of Force Majeure. No persons or parties, including the Allottee and the Body Corporate shall interfere, obstruct the Promoter in the development and construction of the Ensaara Metropark.

**4.1.2** Notwithstanding anything contained herein, the Promoter, shall in its discretion, inter alia, be entitled to make any variations, alterations, amendments or deletions in respect of the layout and planning of the Ensaara Metropark or any of the Balance Projects, without recourse to the Allottee. Further the Promoter has disclosed and explained to the Allottee that in accordance with the Township Regulations, the Project Plan shall, without affecting the Unit and/or Unit Land, be amended/modified in order to utilize the extra FSI permitted. The Promoter shall also be entitled to delete/de-notify all or part of Ensaara Metropark from the Township Regulations at any point in time. In such case of such deletion/denotificaton, the Allottee shall acknowledge and accept the same without any protest or demur. Further, the Allottee hereby agrees that he/she/it shall not have any claim against the Promoter in relation to such deletion/denotification. The Allottee shall have no claim whatsoever on any such denotified and/or deleted portion of Ensaara Metropark. The Allottee understands and irrevocably consents to the same.

**4.1.3** The Promoter shall develop several other amenities like neighbourhood clubs, convenience stores etc. either for the exclusive use of all the allottees of the Project or to be shared with the allottees of the Balance Projects as maybe decided by the Promoter in its sole discretion. The details of the neighbourhood club, if any, including the exclusive or non-exclusive use by all the allottees of the Project and/or the Balance Projects, as the case maybe, and the consideration to be paid in respect thereof, if any, are more particularly stated in **Annexure A**.

**4.1.4** The Allottee understands that use of all such amenities shall always be subject to the rules and regulations that may be framed by the Promoter and/or Apex Body from time to time.

**4.1.5** For the proper upkeep, maintenance and security of parks and recreation grounds in Ensaara Metropark, the Promoter, the Apex Body and/or Ensaara Metropark Management Company shall be entitled to charge an entrance fee and restrict the timing of its use and access.

**4.2 Project and Unit**

**4.2.1** The Promoter shall develop the Project on the Project Land in accordance with the Project Plan and at present has commenced development work of the Project.

**4.2.2** The Promoter shall confirm the final Unit Land area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate is granted by the Appropriate Authority, by furnishing details of the changes, if any, in the Unit Land, subject to a variation cap of 3% (three percent). The total price payable for the Unit Land area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Unit Land area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with the interest, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Unit Land area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment details as provided in **Annexure A**. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

**4.3 Completion of the Project and Unit**

**4.3.1** The Promoter shall offer the possession of the Unit Land to the Allottee on the Possession Date. The Promoter shall give a written notice to the Allottee 7 (seven) days prior to the Possession Date ("**Notice of Possession**") for the Allottee to take possession of the Unit Land and within 2 (two) months from the date of issue of such notice the Allottee shall take possession. It is hereby clarified that the aforementioned notice shall be issued only after the Promoter obtains occupancy certificate with respect to the Project from the relevant Appropriate Authority.

**4.3.2** Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Unit Land and execute necessary indemnities, undertakings and such other documentation as may be required for taking possession of the Unit Land. In case the Allottee fails to take possession within the aforementioned time period of 2 (two) months, the Allottee shall be liable to pay the Ensaara Metropark Maintenance Charge and the Project Maintenance Charge from the Possession Date.

**4.3.3** The Allottee may at its option construct the Unit either by appointing independent contractors or through the Promoter at a charge which shall be mutually decided and agreed upon. If in the event the Allottee decides to construct the Unit through its own independent contractors then all such contractors shall abide by the rules and regulations that shall be specified by the Promoter in respect of all construction and development activities on the Ensaara Property.

**4.3.4** In the event, the Allottee fails and/or neglects to construct the Unit on the Unit Land in accordance with the Unit Plan,or within the time period as stated in **Annexure A**, the Allottee shall be liable to promptly pay to the Promoter, an amount equivalent to 0.5 % of the Consideration per month, as and by way of delay fee/charge, till such time the Allottee rectifies the deviation from the Unit Plan or completes the construction of the Unit in accordance with the Unit Plan, as the case may be. If the Allottee fails to rectify the said deviation or complete construction of the Unit within a period of twelve (12) months from the date for completion as mentioned in **Annexure A,** the consequences as stated in Clause 12.3.1 hereinbelow shall follow.

**4.4 Defects**

Within 5 (five) years from the Possession Date of the Unit Land, if the Allottee brings to the notice of the Promoter any material defects in the Unit Land, the same shall be rectified by the Promoter without any charge to the Allottee. In the event the same cannot be rectified, the Allottee shall be entitled to receive reasonable compensation for such defect and which compensation shall in any event not exceed 2% (Two percent) of the Consideration. The Promoter shall not be liable for rectification or such compensation of any defects, in the event such defects is caused by the Allottee making any changes to the Unit Land after the Possession Date or such defects is attributable to any changes made in the Unit Land by the Allottee and/or changes made by the allottees of the adjoining units.

**5 MANAGEMENT AND MAINTENANCE**

**5.1 Management and Maintenance of the Project**

**5.1.1** For the purposes of management and maintenance of the Project, the Promoter shall at the appropriate time as per Applicable Law, form and register a Body Corporate comprising of all the Allottees of the Project and upon such Body Corporate being constituted the internal management, maintenance and security of the Project shall be the sole responsibility of the Body Corporate.

**5.1.2** The Promoter and/or the Body Corporate either directly or by appointing a professional management company which shall be in charge of the maintenance, management and upkeep of the Project and all its limited common areas, amenities and facilities.

**5.1.3** The Project Maintenance Charge shall be paid by the Allottee to the Promoter and/or the Body Corporate (as the case may be) in accordance with clause 3.

**5.2 Management and Maintenance of Ensaara Metropark**

**5.2.1** The Allottee understands that as per the Township Regulations, the Promoter is responsible for the overall management and maintenance of Ensaara Metropark until an urban local body/Apex Body is constituted for the Ensaara Metropark by the Appropriate Authorities and accordingly Ensaara Metropark shall be managed and maintained by the Promoter directly or indirectly by the Apex Body/Ensaara Metropark Management Company. The Allottee hereby agrees and gives consent to the appointment of the Ensaara Metropark Management Company by the Promoter for purposes of management and maintenance of Ensaara Metropark.

**5.2.2** The Promoter, Apex Body and/or the Ensaara Metropark Management Company shall be in charge of the maintenance, management and upkeep of the sewerage treatment plant, garbage disposal system, roads, street lights landscapes, parks, security, housekeeping and such other facilities that the Promoter may be required to install, build, operate and maintain under the guidelines prescribed under the Township Regulations and/or any other statute, rules and regulations as may be framed by the Appropriate Authorities and for such annual fees, which fees shall be a minimum of 20% (twenty percent) (and escalation thereto) over and above the actual annual expenses that may be incurred by the Ensaara Metropark Management Company. The said fees shall be paid to the Ensaara Metropark Management Company on a quarterly basis.

**5.2.3** It is hereby expressly clarified, agreed and understood that until the formation and constitution of the urban local body as per the Township Regulations, or if informed by the Promoter on part/all deletion/denotification from the Township Regulations, the Promoter and/or the Ensaara Metropark Management Company shall be entitled to exercise their rights under this Agreement, notwithstanding the formation of the Apex Body. The Allottee is deemed to have given consent for confirming such agreement or contract that has been/may be entered into by the Promoter with the Ensaara Metropark Management Company for the effectual management and maintenance of Ensaara Metropark. In the event of any act, deed, matter or thing committed or omitted to be done by the Ensaara Metropark Management Company in due course of such maintenance, management, control and regulation of Ensaara Metropark, only the Ensaara Metropark Management Company shall be held accountable, liable or responsible in any manner whatsoever to the Allottee, the Apex Body and/or the Body Corporate.

## 6 CONDITIONS

**6.1** The exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon granted by the Promoter to the Allottee is subject to the following:

**6.1.1** The Unit to be constructed on the Unit Land is to be used for residential purposes only.

**6.1.2** All schemes, rules and regulations and bye-laws affecting or in respect of the Ensaara Metropark, Project, Unit Land, Unit or any part/s thereof, shall be prescribed, formulated and/or modified by the Body Corporate and/or Apex Body, as the case maybe, from time to time and the Allottee hereby agrees to abide by the same without any demur. The same shall also apply to all the terms, conditions, covenants, provisions, stipulations and restrictions contained in all the orders, sanctions, permissions and approvals granted and/or given and to be granted and/or given by the Appropriate Authorities. In the event of the Allottee doing or committing any act, deed or thing in contravention of the above, the Allottee shall be responsible and liable for the consequences thereof to the Promoter, the Body Corporate, the Apex Body and/or the Appropriate Authorities.

**6.1.3** The terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed or to be executed by and between the Promoter and their predecessors-in-title of the Ensaara Property and the Allottee hereby agrees to abide by the same without any demur.

**6.1.4** The terms, conditions, covenants, stipulations, provisions and restrictions as have been and may hereafter be specified and required by the Promoter in their sole and unfettered discretion, for the more beneficial and optimum use and enjoyment of Ensaara Metropark and/or the Ensaara Property, and the buildings and structures constructed and/or to be constructed thereon by the Promoter and/or their associate and/or group concern/s, on the Ensaara Property, including all or any of the Ensaara Metropark Amenities and Facilities and/or all or any common and/or limited common areas, amenities and facilities of the Project in and relating to the same, whether generally or for the benefit and enjoyment of any particular allottees and/or transferee/s and/or allottee/s and/or any particular class or classes of allottees, transferees and/or allottees of the Ensaara Property.

**6.1.5** The express right, authority and entitlement of the Promoter to give and/or grant over, upon and/or in respect of the Ensaara Property and/or any construction thereon or any portion/s thereof, all rights, interests, benefits, privileges and easements, in favour of any person/s whatsoever including the owners and occupiers of the Ensaara Property and any contiguous,

adjoining or adjacent properties, on such terms, conditions and provisions and as may be desired or deemed necessary by the Promoter in their sole and unfettered discretion and/or as may be required by any Appropriate Authority. This right, authority and entitlement of the Promoter shall include, but without any limitation, the right to give and/or grant right of way and access, right to light and air, right to draw from or connect to, as the case may be, water drainage, sewage, electricity, gas and telephone lines and/or connections and/or installations and all and/or any other facilities, utilities and amenities on the Project Land and/or the Ensaara Property and/or any construction thereon including in the Project and/or in Ensaara Metropark; including the right to give and/or grant or permit the use and enjoyment of all or any of the areas, amenities and/or facilities of, provided in and/or relating to the Ensaara Property and/or any construction thereon or any part thereof; provided that in exercising its rights the Promoter shall ensure that the Unit is not hindered/obstructed in any manner.

**6.1.6** Any modifications or amendments that may be necessary to the layout of the Ensaara Metropark, in lieu of what is stated in recital G hereinabove and that the Promoter shall not liable to pay any amount whatsoever, to the Allottee in respect of any damages, loss, costs, charges etc that the Allottee may suffer on account of the same.

**6.1.7** The Allottee hereby expressly, irrevocably and unconditionally consents to the provisions of Clause 6 herein and hereby undertakes that the Allottee shall not raise any objection or dispute whatsoever in respect of the aforesaid and the Allottee shall be bound and liable to render all assistance to and co-operate with the Promoter in respect thereof as may be required by the Promoter from time to time and the Allottee shall do and perform all acts, deeds and things, including to sign and execute all documents and writings, in this regard as may be required by the Promoter.

## 7 TRANSFER TO BODY CORPORATE AND/OR APEX BODY

### 7.1 Formation of Body Corporate

The Promoter shall enable the formation of the Body Corporate within a period of three months of the majority of allottees having booked their units in the Project.

### 7.2 Transfer to Body Corporate

In accordance with the Applicable Laws, the Promoter shall within 3 (three months from the date of issuance of the occupancy certificate in respect of the Project, transfer and/or cause to be transferred in favour of the Body

Corporate, the Project by executing the necessary documents in favour of the Body Corporate; it being agreed that any such transfer to the Body Corporate shall always be subject to the Promoter's right to recover any amounts unpaid together with interest accrued thereon, by any of other allottees in the Project and the Promoter's right to sell and transfer any of the units remaining unsold at the time of the aforesaid transfer to the Body Corporate. Irrespective of any such transfer, the Promoter shall not be liable to pay any Project Maintenance Charge in respect of any unsold units in the Project.

**7.3 Transfer to Apex Body**

In accordance with the Applicable Laws, the Promoter shall within a period of 3 (three) months from the date of issuance of the occupancy certificate in respect of the last building constructed on the Ensaara Property, transfer and/or cause to be transferred in favour of the Apex Body, the Ensaara Property (including the Project Land) and the Ensaara Metropark Amenities and Facilities, subject to receipt of the full consideration and other charges and deposits by the Promoter from all the allottees/purchasers of units/structures on the Ensaara Property. It being agreed that any such transfer to the Apex Body shall always be subject to the Promoter's right to recover any amounts unpaid together with interest accrued thereon, by any of allottees in the Ensaara Metropark. Irrespective of any such transfer, the Promoter shall not be liable to pay any Ensaara Metropark Maintenance Charge in respect of any unsold units in the Project.

**7.4** At the time of registration of conveyance or lease of the Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Body Corporate, on such conveyance or lease or any document or instrument of transfer in respect of the Project.

## 8 RIGHTS, OBLIGATIONS AND COVENANTS OF THE ALLOTTEE

**8.1** Use

**8.1.1** To use the Unit or permit the same to be used only for residential purpose and not to use the Unit and/or Unit Land or to permit the same to be used or any part thereof for any illegal or immoral purpose.

**8.1.2** Not to use the Unit and/or Unit Land for the purposes of operating and running a creche, tuition class, maternity home, beauty parlour, salon,

tailoring, consulting room, clinic, part office or any other non- residential purposes whatsoever.

**8.1.3** Not to store or permit storage in the Unit and/or Unit Land of any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy so as to damage the infrastructure of the Project and which is prohibited by the Body Corporate, the Apex Body or the Promoter or the Appropriate Authorities and in case any damage is caused to the Project or any part thereof and/or to the other units of the Project on account of any negligence or default of the Allottee or his/her/their servants, agents, contractors, workmen, employees, visitors or guests then the Allottee alone shall be liable and responsible for all the consequences of the same and the Allottee shall be liable and responsible to pay the damages for the loss caused or suffered.

**8.1.4** Not to install/construct/erect syntax tank/s or other water storage tank/s in the Unit and/or Unit Land and/or Project or any part thereof, other than as stated in the Unit Plan.

**8.1.5** To install an antenna, satellite dish, DTH receiver, satellite /radio/communication antenna or dish only in the area of the Unit Land or Project Land designated for the same and not in any part thereof.

**8.1.6** Not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or about the Unit, the Project and/or in any part of Ensaara Metropark, without the prior written permission of the Promoter.

**8.1.7** To separate the wet and dry garbage generated in and from the Unit and/or Unit Land.

**8.1.8** Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Unit and/or Unit Land into the compound of the Project and/or in the common areas of Ensaara Metropark or any part thereof.

**8.1.9** Not to let odours accumulate that makes any part (i) unsanitary (ii) unsightly (iii) unhygienic (iv) offensive (v) detrimental to the Unit and/or Unit Land, Project or Ensaara Metropark or any part thereof or its surroundings.

**8.1.10** Not to do or perform, or cause to be done or performed, any act, deed, matter or thing which may be or is likely to cause nuisance, disturbance or annoyance to the owners or occupiers of other units, areas in Ensaara Metropark and/or car parking spaces in the Project and/or in Ensaara Metropark and/or to the owners or occupiers of any Balance Projects.

**8.1.11** Not to cover windows or window panes with solar reflectors reflecting mirrors, sun films, aluminium foil, tinted glass etc.

**8.1.12** To obtain the written permission of the Promoter or Body Corporate the Ensaara Metropark Management Company, as maybe required, prior to the transporting or shifting of furniture from or to the Unit or materials for carrying out the interior work in the Unit.

**8.1.13** Not to put-up at any point of time any tent or construct any temporary structure on the Unit Land or Ensaara Property.

**8.2** **Car** Parking

**8.2.1** To park their vehicles only in the designated car parking spaces and shall not park their vehicles anywhere else within the Ensaara Metropark. If in the event the Allottee park their vehicle/s in any area other than the designated area for parking, then the Promoter and/or Apex Body and/or Body Corporate and/or Ensaara Metropark Management Company shall be entitled to tow away the vehicles and the Allottee shall be liable to pay such fine as may be decided by the Promoter and/or Apex Body and/or Body Corporate and/or Entire project Management Company. Further, neither the Promoter nor the Apex Body nor the Body Corporate nor the Ensaara Metropark Management Company, shall be liable or responsible for any damages or losses resulting from the towing thereof.

**8.2.2** To ensure that their vehicles are washed only in the areas which are designated by the Promoter and/or Apex Body and/or Body Corporate and/or Ensaara Metropark Management Company for washing of vehicles.

**8.2.3** To ensure that their visitors abide by all the rules and regulations laid down by the Promoter and/or the Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company with regards to car parking in the Project and/or Ensaara Metropark, as the case may be.

**8.3** **Pets**

**8.3.1** Not to construct or build any kennel or equivalent structures for housing of the pets in the common areas of the Project and/or Ensaara Metropark.

**8.3.2** To ensure that their household pets are properly trained and regularly vaccinated from time to time. Further, the Allottee shall ensure that his/her/their/its pets are not permitted to run loose or wander around the Project and/or Ensaara Metropark and/or cause any nuisance to the other occupants, residents and visitors of the Project and/or of the Balance Projects and/or the Ensaara Metropark.

**8.3.3** To ensure that their pets do not litter or dirty any of the common areas of the Project and/or Ensaara Metropark and if in the event they do so, the Allottee shall promptly clean the same.

**8.4 Modification and Alterations to Unit and Project**

**8.4.1** To construct the Unit and/or carry out permissible alterations of the Unit only after obtaining prior approval in writing of the designated Ensaara Metropark officer of the Promoter and/or the Body Corporate/s to the plans before submitting the same to the Appropriate Authority.

**8.4.2** To install air-conditioner/s only in the space provided for the same in the Unit.

**8.4.3** Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the Unit or any part thereof, nor any alteration in the elevation or outside colour scheme of the Project and/or Balance Project and/or of Ensaara Metropark or any part thereof, without obtaining prior written permission of the Promoter or the Body Corporate as the case may be.

**8.4.4** Not to make any changes/alterations in the infrastructure layout which can affect the structure of the infrastructure system of the Project.

**8.5 Maintenance of Unit, Unit Land, Project and Ensaara Metropark**

**8.5.1** To maintain the Unit and Unit Land at the Allottee's own costs and expenses in good and tenantable repair and condition from the Possession Date and shall not do or suffer or permit to be done anything in or to the Project in which the Unit Land is situated, which may be against the rules, regulations or bye-laws of the Body Corporate/s, the Apex Body or the Promoter or the Appropriate Authority, or change/alter or make any addition in or to the Unit or to any exterior or interior part of the Project (save and except renovations within the Unit internally) in which the Unit is situated and in the event of the Allottee breaching any of the aforesaid provisions, the Allottee shall be solely responsible and liable for the consequences thereof.

**8.5.2** To carry out at the Allottee's own costs and expenses, all internal and external repairs to the Unit and maintain the same in good reasonable condition, state and order.

**8.5.3** To rectify and make good all defects, and unauthorised changes within 07 (seven) days from the date of receipt of a written notice from the Promoter, and/or the Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company, as the case may be.

**8.5.4** To permit the Promoter and/or Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company; their representatives, architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others and its employees, at all reasonable times, to enter into and upon the Unit and/or Unit Land, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of:

**8.5.4.1.** Carrying out the service, repairs, upkeep, cleaning and maintenance of the Project or any part thereof and/or the Ensaara Metropark, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto;

**8.5.4.2.** Making, laying, installing and/or affixing additional, new and other fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Unit Land for the benefit of the Project or the Ensaara Metropark; and

**8.5.4.3.** Disconnecting or cutting off supply of water and electricity to the Unit and/or Unit Land and/or any other units in the Project and/or any area of Ensaara Metropark, in respect whereof the Allottee herein and/or the owner/s or occupier/s of other units as the case may be shall have made delay/default in making payment of their respective share or contribution of the water and electricity charges and/or any other amounts or outgoings. Not to obstruct or hinder the Promoter, and/or the Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company, as the case may be, their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;

**8.5.4.4.** To maintain at all times the window panes, doors and/or windows grills forming part of external elevation or façade in the good condition;

**8.5.4.5.** To keep the portion, sewers, drains and pipes in the Unit and/or Unit Land and appurtenances thereto in good and tenantable repair, order and condition and in particular, so as to support, shelter and protect the other parts/units of the Project and/or of Ensaara Metropark.

**8.6 Adherence to Regulations**

**8.6.1** To observe, perform and comply with all the rules, regulations and bye-laws which the Promoter, the Apex Body and the Body Corporate/s may specify, adopt or frame and/or the additions, alterations or amendments thereto that may be made from time to time, including those for protection, management and maintenance of the Unit and/or Unit Land, Project

and/or Ensaara Metropark and those regarding the occupation and use of the Unit and/or Unit Land and those regarding the use of all common areas, amenities and facilities in the Project and/or Ensaara Metropark Amenities and Facilities and the Allottee shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement.

**8.6.2** To abide by all the rules and regulations laid down by the Promoter and/or the Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause shall be the essence of this Agreement.

**8.6.3** Until the formation of the Body Corporate, not to give on leave and license, caretaker, paying guest or tenancy basis or let out the Unit and/or Unit Land or part thereof without the prior written consent of the Promoter. Such consent if granted by the Promoter, shall be subject to the terms and conditions imposed and stipulated by the Promoter in this regard, including compliance by the licensee or tenant of all obligations hereunder of the Allottee and adherence to the rules and regulations of the Promoter and/or Apex Body and/or the Body Corporate and/or Entire project Management Company regarding the Unit and/or Unit Land and Ensaara Metropark.

**8.7 Payment Obligations**

**8.7.1** To pay to the Promoter and as directed by the Promoter within 07 (seven) days, the Allottee's proportionate share of the deposit/s, charges, dues etc. if any, demanded by the Promoter, the Apex Body, the Body Corporate and/or the Ensaara Metropark Management Company and/or the Appropriate Authorities including but not limited to maintenance and management charges of sewerage treatment plan, garbage disposal system and such other facilities that the Promoter may be required to install, operate and maintain under the guidelines prescribed by the statutory authorities and/or charges for providing water, drainage, electricity, telephone, gas or any other service/utility connection to the Unit, Project and/or Ensaara Metropark and shall also bear and pay all charges for use thereof.

**8.7.2** To bear and pay proportionately or otherwise, as may be required, all rents, rates, taxes, cesses, assessments, water charges, insurance premium and other levies, if any, which are imposed by or payable to the Promoter, and/or the Apex body and/or the Body Corporate and/or the Appropriate

Authorities (as the case may be) and any increase thereto from time to time.

**8.8 No objections/Consent**

Not to object to or interfere with any further construction undertaken by the Promoter near the vicinity of the Project and/or anywhere in Ensaara Metropark in accordance with sanctioned plans including objection to (i) obstruction of view (ii) light (iii) air (iv) ventilation (v) noise pollution etc.

**8.9 Further Assurances**

**8.9.1** To co-operate and render all assistance and facilities to the Promoter and to do and perform all acts, deeds, things and matters, as may be required by the Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Promoter with respect to the Apex Body and the Body Corporate and rules and regulations regarding the use and upkeep of the Unit and/or Unit Land and the Ensaara Metropark, within 07 (seven) days from receipt of the Promoter's intimation in respect thereof and to attend the Promoter's office in this regard.

**8.9.2** Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance policy of the Project and/or Balance Projects and/or Ensaara Metropark and/or the Project Land and/or the Ensaara Property or any part/s thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance and the Allottee shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company, if the same is directly or indirectly attributable or due to any violation or breach of the aforesaid condition on the part of the Allottee.

**8.9.3** Not to demand partition of the Allottee interest in the Project Land and/or the Ensaara Property or any part thereof. It being expressly agreed, understood and confirmed by the Allottee that the Allottee interest therein is impartible, and not to demand any sub-division of the Project Land and/or Ensaara Property or any part thereof.

**8.9.4** The Allottee along with other allottees of the Project shall join in forming and registering the Body Corporate to be known by such name as the Promoter may decide and for this purpose also from time to time shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Body Corporate and for becoming a member, including the bye-laws of the proposed Body Corporate and duly fill in, sign and return to the

Promoter within 15 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Body Corporate of the Allottee under the Applicable Law. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or Appropriate Authority.

**8.9.5** If any of the laws, rules or regulations are re-enacted, modified or amended or any new laws, rules and/or regulations are enacted affecting the Promoter, this Agreement and/or the development of Ensaara Metropark; then the Allottee hereby agrees to execute agreements, undertakings and such other documents as may be necessary to be in compliance with such laws, rules and regulations. All costs and charges for such compliance shall be borne and paid for by the Allottee only.

**8.9.6** To ensure that the Body Corporate and/or the Apex Body do not change the name of the Ensaara Metropark.

**8.9.7** Till a conveyance of the structure of the Project is executed in favour of the Body Corporate, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.

## 9 RIGHTS, OBLIGATIONS AND COVENANTS OF THE PROMOTERS

**9.1** It is hereby agreed that the control of the Promoter and their rights, interests, benefits, powers, authorities and discretion, shall always be paramount and supreme as regards:

**9.1.1** The construction and completion of the Balance Projects including the premises, car parking spaces, building/s and structures proposed, planned and envisaged to be constructed in Ensaara Metropark and of all alterations, modifications, additions and extensions thereto/therein/thereof and all Ensaara Metropark Amenities and Facilities pertaining thereto and to be provided in respect thereof; and

**9.1.2** The sale, transfer and disposal of all the unsold and unallotted units, buildings in Ensaara Metropark and appropriation of consideration moneys by the Promoter.

**9.1.3** Affixing/installing any sign, name or display boards, or any hoardings in or about the Project and/or Ensaara Property;

**9.1.4** The Promoter shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Body Corporate and/or

Apex Body in respect of any unsold/unallotted units in the Project and/or Ensaara Metropark. The Promoter will be entitled to apply for and obtain reduction in and/or refund of the municipal and other taxes, cesses, assessments and levies on account of vacancy of unallotted/unsold units in Ensaara Metropark, if the Promoter is liable to pay or have paid the same in respect of the unallotted/unsold units in Ensaara Metropark. If refund of any such taxes, cesses, assessments or other levies is made by the Appropriate Authority to any Body Corporate/s and/or Apex Body in respect of such unsold or unallotted units, then the Body Corporate/s and/or the Apex Body shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter have demanded the same or not.

**9.1.5** The Promoter has presently availed finance for the development of the Ensaara Metropark from various financial institutions against security of the Ensaara Property and/or the buildings, row houses, villas and other structures to be constructed thereon and it is expressly agreed that the Promoter may in its sole discretion be entitled to obtain such further financial assistance from any banks and/or financial institutions as may be deemed necessary. Prior to handing over possession of the Unit Land, the Promoter shall ensure that the banks/financial institutions release all their claims/rights over the Unit Land.

**9.1.6** If in the event the Allottee is desirous of availing finance for the acquisition of the exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon as stated herein, then in that event, the Promoter shall grant their no-objection and shall also obtain a no-objection from their bank for mortgage of the such exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon, in favour of the Allottee's bank.

**9.1.7** The Allottee understands that the Promoter shall consume or utilise the entire Floor Space Index available in respect of the Ensaara Property to be developed. If any FSI remains unutilized or any FSI in addition to existing available FSI becomes available in respect of the Ensaara Property after the execution hereof, out of any rules and regulations under any Act or scheme of the Government or Appropriate Authorities, the Promoter alone shall be entitled to consume and/or utilise the same as it deems fit and shall always be available for the benefit of the Promoter alone. The Promoter shall also be entitled to purchase/acquire Transferable Development Rights (**TDR**) and load the same on the Ensaara Property for the benefit of constructing additional area by utilising

the said FSI/TDR or otherwise to the maximum extent possible. Any additional construction done on the Ensaara Property and/or the Project on account of any increase in FSI or otherwise or purchase of TDR shall always belong to the Promoter who alone shall deal with the same as it deems fit. The Allottee shall not be entitled to claim any right, title or benefit on account of increase in FSI or TDR in the Ensaara Property and/or the Project Land. The Promoter has the absolute, irrevocable and unconditional right and entitlement to and it may in its sole, absolute and unfettered discretion, effect and/or cause to be effected any extra and additional construction whatsoever on and in respect of the Ensaara Property and/or the Project Land including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to all or any of the buildings in Ensaara Metropark and/or construct additional and/or other building/s and/or other structure/s by utilizing the FSI of contiguous, adjacent or adjoining land or property at any time and/or FSI, Floor Area Ratio, Development Rights and TDR of any other lands or properties at any time, including after the formation and registration of the Body Corporate/s and/or the Apex Body as the case may be or the constitution of the urban local body, whenever the same is permitted to be constructed by the Appropriate Authorities and without affecting the rights of the Allottee vis-a-vis the location of the Unit Land and/or the area of the Unit and/or the Unit Land in the Project. After the formation and registration of the Body Corporate, the Allottee as members of the Body Corporate shall note in the meeting of the Body Corporate for passing of the resolution in favour of the Promoter so that the rights of the Promoter as above stated shall not be prejudiced in any manner whatsoever.

**9.1.8** On the Allottee complying with all the terms and conditions stated herein, making timely payments of the Consideration and other amounts as stated herein, the Promoter shall handover the Unit Land to the Allottee on the Possession Date.

**9.1.9** The Promoter shall have the right to appoint various other contractors and sub-contractors for the development of the Project. Notwithstanding what is stated herein, the Promoter shall always be entitled to change any or all of the architects, engineers, contractors, sub-contractors etc, engaged in the development of Project, in its sole discretion without any recourse to the Allottee. The Allottee understands and accepts the same.

**9.2** The Promoter hereby confirms, covenants and represents to the Allottee that:

**9.2.1** There is no notice of attachment, acquisition or requisition relating to the Unit Land or the Project Land and/or the Ensaara Property.

**9.2.2** Subject to what is stated herein, the Promoter is well and sufficiently entitled to the ownership of the Unit Land and the Project Land; The Promoter has good and marketable title thereto and no one other than the Promoter has any interest, share, right or title to the Unit Land and/or Project Land.

**9.2.3** The Promoter has lawful rights and requisite Approvals from the Appropriate Authorities to carry out development of the Project and shall obtain requisite Approvals from time to time to complete the development of the Project.

**9.2.4** There are no encumbrances upon the Project Land or the Project.

**9.2.5** There are no litigations pending before any Court of law with respect to the Project Land or Project.

**9.2.6** All Approvals, licenses and permits issued by the Appropriate Authorities with respect to the Project and Project Land are valid and subsisting and have been obtained by following due process of law. Further, all Approvals, licenses and permits to be issued by the Appropriate Authorities with respect to the Project and Project Land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project and the Project Land and common areas.

**9.2.7** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

**9.2.8** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.

**9.2.9** At the time of execution of the conveyance deed of the structure to the Body Corporate, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project Land to the Body Corporate.

**9.2.10** The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Appropriate Authorities.

**9.2.11** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project.

**9.2.12** The Promoter has not entered into any agreement with any other person/s granting exclusive rights to use and occupy the Unit Land together with the right to construct the Unit thereon;

**9.2.13** There is no legal impediment or bar whereby the Promoter can be prevented from granting, transferring and vesting unto the Allotee the absolute exclusive right to use and occupy the Unit Land together with the right to construct the Unit thereon;

**9.2.14** There are no outstanding government dues of whatsoever nature including any attachment by the Income Tax Authorities or under any law in force in respect of the Unit Land.

**9.2.15** There is no notice of default or breach on the part of the Promoter of any provisions of law in respect of the Unit Land, Project and/or the Ensaara Metropark.

**9.2.16** On and from the Possession Date, the Allottee shall quietly and peacefully possess, occupy and enjoy the Unit Land without any hindrance, denial, demand, interruption or eviction from the Promoter or any other person or persons lawfully or equitably claiming through, under or in trust for the Promoter.

**9.2.17** The Promoter shall at all times until the formation and registration of the Body Corporate keep insured the Project from all insurable risks as may be possible.

**9.2.18** The Allottee shall be responsible for the payment of the insurance premium to the Promoter, which shall form part of the Project Maintenance Charge.

**9.2.19** The Promoter shall enter into an agreement with the electric supply company for providing of electricity access to the Unit Land. The Promoter shall not be responsible for the non-availability of electricity supply from the electric supply company at any time after possession of the Unit Land has been given to the Allottee.

**9.2.20** The Promoter shall make arrangement for access to water and sewage connections to the Unit Land and shall not be responsible if the water supply provider does not provide continuous supply of water to the Unit Land

## 10 RESTRICTIONS ON TRANSFER

**10.1** The Allottee shall not without the prior written consent of the Promoter or Body Corporate sell, transfer, assign or create any third party rights in the Unit and/or the Unit Land. The Promoter shall permit the Allottee to transfer, sell, assign or create third party rights in the Unit and/or the Unit Land provided the transferee of the Allottee covenants to make all the payments due by the Allottee under this Agreement and adhere to the terms of this Agreement and subject to the Allottee paying the stipulated transfer fees as fixed by the Promoter to the Promoter prior to any such transfer.

**10.2** The Allottee shall also ensure that the proposed transferee shall sign and execute a deed of adherence in a format acceptable by the Promoter and any other documents as may be required by the Promoter, stating his/her/their/its willingness to abide by the terms and conditions of this Agreement and any other terms and conditions in the future.

## 11 DEFAULT, TERMINATION AND CONSEQUENCES

### 11.1 Right of the Promoter to terminate

**11.1.1** Without prejudice to what is stated hereinabove, in the event of (i) 3 (three defaults by the Allottee in payment of any of the amounts as stated in this Agreement and/or (ii) delay/default in executing documents in respect of incorporating the Body Corporate and other ancillary documents as maybe required from time to time and/or failure to construct the Unit on the Unit Land within the stipulated timeframe, and/or failure to pay the delay fee/charge as stated in Clause 4.3.3 hereinabove the Promoter shall provide a Rectification Notice of 15 (fifteen) days to the Allottee.

**11.1.2** If in the event the Allottee, within the Rectification Period fails and/or neglects to rectify the aforesaid delay/default, then the Promoter shall at their sole option cancel/terminate this Agreement by sending a written notice of termination to the Allottee.

### 11.2 Right of Allottee to terminate

**11.2.1** Subject to Force Majeure, if the Promoter fails to give possession of the Unit Land to the Allottee on or before the Possession Date, the Allottee shall at its discretion, have an option to terminate this Agreement, then the consequences as stated in Clause 11.3.2 shall follow.

### 11.3 U**Consequences of Default and Termination**

**11.3.1** In case of termination pursuant to Clause 11.1, the Promoter shallwithin the Refund Period pay to the Allottee an amount equivalent to the Consideration or part thereof paid by the Allottee to the Promoter (excluding the interest or any other charges paid by the Allottee to the Promoter on account of delayed payments) after deducting therefrom the amount determined as Permissible Deductions.

**11.3.2** In case of termination pursuant to Clause 11.2, the Promoter shall be liable to refund to the Allottee the amounts already received by it in respect of the Unit with the interest from the date the Promoter received the sum till the date the amounts and the interest thereon is repaid after deducting therefrom the amount determined as Permissible Deductions.

**11.3.3** It is also clarified that any amount paid by the Allottee which has been utilised towards payment of indirect tax to the Appropriate Authorities, shall not be refunded unless (and till such time) the Promoter receives credit for the same from the Appropriate Authorities.

**11.3.4** The Allottee acknowledges and understands that the said amounts as stated in Clause 11.3.1 and 11.3.2 hereinabove, shall be paid by the Promoter to the Allottee within the Refund Period only against the Allottee executing and registering a deed/agreement of cancellation in respect of this Agreement, with the concerned office of the sub-registrar of assurances, within the time period as stated by the Promoter in its notice addressed to the Allottee in that regard. The Allotee further acknowledges that in the event the Allottee fails and/or neglects to execute and register such deed/agreement of cancellation in respect of this Agreement, the Allottee shall be liable to pay interest on the refund amount till such time the Allottee executes and registers the deed/agreement of cancellation.

**11.3.5** On termination of this Agreement by either Party in accordance with the provision of this Clause 11, the grant of the exclusive right to the Unit Land shall stand cancelled immediately. The Allottee shall have no right whatsoever in respect of the Unit Land save and except a limited right to receive the amount as stated in Clause 11.3.1 and 11.3.2 hereinabove, as the case maybe. Upon the refund of the amounts as contemplated in Clause 11 herein, the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and shall deal with the Unit as it may deem fit.

## 12 MISCELLANEOUS

**12.1 Notices**

**12.1.1** Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice.

In case of notices to the Promoter:

Name: Luxora Infrastructure Private Limited

Correspondence Address: The Glade, Ensaara Metropark
Mouza Pipla, Nagpur 440 034

For attention of: The Directors

In case of notices to Allottee:

Name: As stated in Annexure A

Address: As stated in Annexure A

For attention of: As stated in Annexure A

**12.1.2** All notices shall be deemed to have been validly given on (i) the expiry of 5 (five) days after posting if sent by registered post with A.D., or (ii) the business date of receipt, if sent by courier.

**12.1.3** Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 15 (fifteen) days prior written notice.

**12.2 Joint Allottees**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**12.3 Entire Agreement**

This Agreement together with its Schedules and Annexures including rules and regulations with respect to the Unit Land and construction of Unit thereon and Ensaara Project constitutes the understanding between the Parties with respect to the subject matter hereof. Provided however that shall there be a provision, obligation or a condition contained in the Township Regulations or its amendments, if any, which is not included hereunder, such provision, obligation or condition shall be deemed to be incorporated in this Agreement to the extent that such provision, obligation or condition is consistent herewith.

**12.4 No Grant, Demise or Assignment**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, transfer, demise or assignment in law of the Ensaara Property or any part thereof in favour of the Allottee save and except the exclusive right to occupy the Unit Land and the right construct the Unit thereon as provided herein. The Allottee shall have no individual claim in all common areas and amenities including all open spaces, common terraces, parapet walls, external walls of all buildings in Ensaara Project, lobbies, staircases, lifts, passages, recreation spaces and the same will remain at all times the property of the Promoter until transfer thereof to the Apex Body and/or the Body Corporate/s, as the case may be and thereafter the Apex Body and/or the Body Corporate/s or urban local body shall hold Ensaara Project and all the common areas and amenities pertaining thereto, expressly subject to the rights, interests and benefits of the Promoter under this Agreement.

**12.5 Waiver**

Any delay tolerance or indulgence shown by the Promoter in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Allottee by the Promoter, shall not be treated / construed as a waiver on the part of the Promoter of any subsequent breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Allottee, nor shall the same in any manner prejudice the rights of the Promoter. Any waiver given by the Promoter shall be in writing.

**12.6 Governing Law and Jurisdiction**

This Agreement shall be governed and construed in accordance with the laws of India. The courts of Nagpur shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

**12.7 Dispute Resolution**

**12.8** Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, the dispute shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.**Assignment**

The Allottee shall not be entitled to assign its benefits under this Agreement without the prior written approval of the Promoter.

**12.9 Amendments**

No change or modification or amendment of this Agreement is valid unless the same shall be in writing and signed by both Parties.

**12.10 Severability**

If any provision of this Agreement will be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction will not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction will not be affected. Notwithstanding the above in the event of any such deletion, the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted. Provided that in the event such statute, regulation, court order or other action frustrates the economic assumptions of this Agreement or renders performance impossible, the Party affected thereby shall have the right to terminate this Agreement with no recourse of right to the claim of any amounts that may have been spent until then.

**12.11 Further Assurances**

Each Party must use its best efforts to do all things necessary or desirable to give full effect to this Agreement.

**12.12 Place of Execution**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter, the Confirming Party and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

**12.13** The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**12.14 Stamp Duty and Other Costs**

The Allottee alone shall pay the entire stamp duty and registration fees/charges payable on and in respect of this Agreement and all incidental/related deeds, documents, instruments and writings, if any, including on the Definitive Agreements, if any as per the prevailing law.

It is agreed and understood between the PROMOTER and the ALLOTEE that the ALLOTEE is an investor and the investing the amount on the project and the unit in the project of the PROMOTER for transferring the same to any third interested party / New subsequent Purchaser and has paid the Stamp Duty and Registration fees on this Agreement as per provision of Article 5(g-a) ( ii) of the Schedule 1 of the Maharashtra Stamp Act , 1958

**12.15 Adherence by the Allottees**

The Allottee are aware and understand that the Promoter has entered into this transaction and has agreed to grant to the Allottee the exclusive rightto use and occupy the Unit Land and to construct the Unit thereon relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Allottee to be observed, performed, fulfilled and complied with and, therefore, the Allottee hereby agree/s, undertake and covenant to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee.

**12.16 Binding Effect**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in **Annexure A** hereto within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the

booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**12.17 Counterparts**

This Agreement may be executed in any number of counterparts, which will together constitute one Agreement.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the Ensaara Property)**

All those pieces and parcels of lands comprising of Kh. Survey Gat Nos. 48/2, 50, 51, 56/2, 63/1, 63/2, 63/3 (part), 64/1, 64/2, 65/2 (part), 65/4, 65/5, 66/1, 66/2, 67, 68, 69, 70, 71, 73/1, 73/2, 74, 75/1, 75/3, 75/4, 76, 77, 78, 79, 80/2, 80/3, 81/1, 81/2, 81/2/1, 81/2/2, 81/2/3, 81/2/4, 81/2/5, 81/2/6, 82, 83, 84/1, 84/2, 85/1, 85/2, 85/3, 86-A, 86/B-1/1 & 86/B-1/2, 86/B-2, 87, 88/1/1, 88/1/2, 88/1/3, 88/1/4, 90/1, 90/2, 91, 92, 93, 94, 95/A, 95/B, 96/1, 96/2, 96/3, 96/4, 97/1, 97/2, 97/3, 97/4, 98, 99/1, 99/2, 100/2, 101/1, 101/2, 102, 103, 104/1, 104/2, 104/3, 105/1, 105/2, 106/1, 106/2, 107, 108/1, 108/2, 108/3, 109/3, 110/1 (110/5 new), 110/2 (110/4 new) together admeasuring about 115.00 Hectares known as Ensaara Property in Village: Mouza Pipla, P. H. No. 38, Tahsil Nagpur (Gramin) District: Nagpur and the said entire lands having Special Township Scheme known as "**Ensaara Metropark**".

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed on the day and year first hereinabove written and in the manner hereinafter mentioned.

INTERPRETED AND UNDERSTOOD BY US

**SIGNED, AND DELIVERED** )
by the within named "**Promoter**" )
**LUXORA INFRASTRUCTURE PRIVATE LIMITED** )
by the hand of , )
)

**MR. DEEPAK VASANDANI, DIRECTOR** )

**Authorised Signatory** )

)

In the presence of: )

)

)

)

Vide Resolution of Board dated _____ )

On the _____day of _____ 2019 )

In the presence of: )

SIGNED, AND DELIVERED )

by the within named "**Allottee**"

)

**MR/Mrs**_____ )

)

)

)

)

)

)

In the presence of: )

)

)

List of Annexures

A: Particulars
B: List of Key Approvals
C: Plan of the Project Land & Project Plan
D: Unit Land
E: RERA Registration Certificate
F: Title Certificate
G: Copy of Property Card and the Village Forms VII/XII

**ANNEXURE A**

**1. Consideration Value**

The total Consideration Value of the unit purchased is **Rs. _____/-** (Rupees: _____) which is exclusive of any Charges, Deposits, Duties and Taxes as mentioned below.

**2. Payments Received**

The payment plan selected is Lump Sum/Installment Plan. The total payment received till date is **Rs. _____ (Rupees: _____ ) only** as per details mentioned below:

| **Payment Mode** | **Instrument No** | **Instrument Date** | **Bank Name** | **Amount received towards CV + GST** |
|---|---|---|---|---|

***Note :*** *The above acknowledgement of payments is subject to realization of the cheque/s. Kindly refer to the payment receipt/s for detailed breakup of Consideration Value and relevant taxes.*

**3. Details of Allottee/s**

**Allottee/s**

| **Title** | **Customer Name / Company Name** | **Pan No** | **Address** |
|---|---|---|---|
| | | | |

**Co-Applicant Details**

| Title | Co-Applicant Name / Company Name | Pan No | Address |
|---|---|---|---|
| | | | |

**Contact Person**

| Contact Name | Phone No. | Email Id |
|---|---|---|
| | | |

**4. Description of Unit**

| | |
|---|---|
| **Unit Type** | PLOT |
| **Unit Land No.** | |
| **Unit Land Area (in sq. mt.)* Approx.** | |
| **Unit Land Area (in sq. ft.)* Approx.** | |
| **Unit Area available(in sq. mt.)* Approx.** | |
| **Unit Area available(in sq. ft.) Approx.** | |
| **Unit Land Boundary (North)** | |
| **Unit Land Boundary (East)** | |
| **Unit Land Boundary (South)** | |
| **Unit Land Boundary (West)** | |

***Notes:*** *1 sq. mtr. = 10.764 sq. ft*

**5. Project Details and Land Details**

| | |
|---|---|
| **Project Name** | Park House-Tranquil 2 |
| **Project Land Area in sq m approx** | 2501 |
| **Project Land** | All those pieces and parcels of lands bearing survey Kh. No. 961/3/4 (pt) in Village Pipla, Tahsil Nagpur (Gramin) District: Nagpur,400034 demarcated in red in Annexure C |
| **Project Land Boundary (North)** | Kh No 96 ¼ |
| **Project Land Boundary (East)** | 9 mt wide internal road |
| **Project Land Boundary (South)** | 12 mt wide internal road |
| **Project Land Boundary (West)** | 9 mt wide internal road |
| **RERA Registration No** | P50500021749 |
| **Promoters Project Bank Account** | Luxora Infrastructure Private Limited Master RERA escrow Parkhouse-Tranquil-2(A/C No 03940200001225 with Bank of Baroda,Gamdevi Branch,Mumbai) |

**6. Possession Date**

We shall endeavour to provide possession by the Possession date i.e by _____ or a date upto three months thereafter.

**7. Construction of Unit**

The Allottee shall construct the unit on the unit land within 5 (five) years from the Possession Date

**8. Payment Details_**

**Payment Schedule- Lump sum/Installment Plan**

| **Milestones** | **CV % Due** |
|---|---|
| On Execution of Allotment Letter | 10.00 % |
| 1st Installment | 14.00 % |

| | |
|---|---|
| 2nd Installment | 56.00 % |
| 3rd Installment | 20.00 % |
| **Total** | **100%** |

**Duties and Taxes**

| | |
|---|---|
| **Stamp Duty** | As per Maharashtra Stamp Act |
| **Registration** | @ 1% of Consideration Value upto maximum of Rs 30,000 |
| **GST** | At prevailing rates |

***Note:*** *Any other statutory duties and taxes are payable by the customer at the actual rates at the time of registration and as per applicable law.*

**Charges and Deposits**

| | |
|---|---|
| **Body Corporate Society Share Application Money** | |
| **Body Corporate Sinking Fund** | |
| **Club House Charges** | |
| **Metropark Corpus** | |
| **Metropark Sinking Fund** | |

**Notes:**

1. *Interest will be levied on delayed payments of any kind @ SBIMCLR +2% per annum.,or as per applicable law*
2. *All cheques to be issued in favour of Luxora Infrastructure Private Limited Master RERA Escrow Park House Tranquil-2 only.*
3. *Unit cancellation charges as applicable.*

4. *Stamp duty, registration charges, and applicable taxes are payable by the customer at the actual rates at the time of registration and as per applicable law. GST, if applicable, will be payable on pro rata basis on each of the above milestone collections.*

5. *The current estimated monthly Project Maintenance Charge in relation to the Unit Land is Rs 1 per square foot (i.e. Rs 10.76 per sq.m) on total Unit Area available mentioned above and is payable from the Date of Intimation of Posession quarterly in advance and/or as shall be decided by the Promoter/Body Corporate/Apex Body as applicable*

6. *The current estimated monthly Ensaara Metropark Maintenance charge is Rs 2.5 per sq.ft (i.e. Rs 26.91 per sq.m) on total Unit Area available mentioned above and is payable from the Date of Intimation of Posession quarterly in advance and/or as shall be decided by the Promoter/Body Corporate/Apex Body as applicable.*

7. *Body Corporate Society Share Application Money charges and Body Corporate sinking Fund will be payable at the time of Intimation of Possession*

8. *Club Charges refer to the Allottees access to and use of the specific Neighbourhood Club as mentioned above*.