ARTICLES OF AGREEMENT

Made and executed on this day of _____, 2017, at Nagpur.

HIMALAYA INFRAPROJECTS SUNSHINE (PAN : _____), having registered office at 189, Shivaji nagar, Nagpur 440010.

An Association of persons comprising of

SHRI. Sunil Duddalwar S/o. Ramakrishna Duddalwar aged About 54 yrs, Occupation – Business , Resident of 98 Shivajinagar, Nagpur, Tahsil and District - NAGPUR.

SMT. Sonal Duddalwar W/o. Sunil Duddalwar , aged about 48 yrs, Occupation - Business, Resident of 98 Shivajinagar Nagpur, Tahsil and District - NAGPUR.

SHRI. Kunal Duddalwar S/o. Sunil Duddalwar , aged about 25 yrs, Occupation - Business, Resident of 98 Shivajinagar Nagpur, Tahsil and District - NAGPUR

(All the Constituents Nos. 1 to 3 above named of the AOP, in their Personal capacity as the Land Owners and also in their capacity as the Promoter Members and constituents of the AOP)

HEREINAFTER called or referred as **'the Promoters'** and the Constituents in their personal Capacity are called or referred to as the Promoter Nos. 1, 2 and or 3 as the case may be (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Promoters above named, as also its constituents, the survivors amongst them, their respective heirs, successors, executors, administrators, the successors-in-business and or in-title, assignees and or administrators as the case may be).....THE PARTY OF THE FIRST PART.

AND

(1) Mr./Mrs.----------, (PAN : ----------),
Age : About ----- Years, Occupation : ----------,
(2) Mrs./Mr. ----------, (PAN : ----------),
Age : About ----- Years, Occupation : ----------, Both Residing at : ------
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HEREAFTER called or referred to as **'the Unit Purchaser or Purchaser'** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Unit Purchaserabove named, as also his/her/their respective heirs, successors, executors and administrators) ..... THE PARTY OF THE OTHER PART.

1.RECITALS

1. WHEREAS in this Deed unless it be contrary or repugnant to the context the following words or terms shall have the following meaning:

i. The "LAND OWNER" shall mean and include the persons named at serial no. 1,2 and 3 and constituting the PROMOTER PARTY OF THE FIRST PART. And said persons being owner of the Said Land in their individual capacity and their successor or successors in interest and / or assigns.

ii. The "PROMOTER" shall mean and include the said M/s. **HIMALAYA INFRAPROJECTS SUNSHINE** and its successor or successors in interest and / or assigns and its members for the time being and their respective heirs, executors, administrators, legal representatives and / or assigns..

iii. The "PURCHASER" shall mean and include.

a) if an individual then his / her respective heirs, executors, administrators, legal representatives and / or assigns.

b) if a Hindu undivided family then its members for the time being and their respective heirs, executors, administrators, legal representative and / or assign.

c) if a partnership firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives and / or assigns.

d) if a company then its successor or successors in interest and / or assigns.

iv. "SAID LAND" shall mean
ALL THOSE Pieces and Parcels of Non Agricultural lands bearing Kh./Survey/Gut Nos. 38 of MOUZA – DABHA, P.S.K. 7 having an area of 3.29 Hectares, (OR 8.13 Acres), Rental Rs. 13.00 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Way, Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto along with a well with Electric Motor and pump installed thereon, Electric Meter bearing City Survey Nos. 270 and Sheet No. 64 of Mouza – Dabha, situated at Dabha, Nagpur within the limits of Nagpur Municipal Corporation Ward No. 68 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	-	**KH. NOS. 39/1, 39/2 AND 40,**
ON THE WEST	-	**KH. NOS. 36 AND 37,**
ON THE NORTH	-	**KH. NO. 17,**
ON THE SOUTH	-	**12 MTRS, WIDE ROAD.**

v. "HIMALAYA SUNSHINE LAYOUT" shall mean the layout of plots, on the Said Land, consisting of 70 plots (including plot owned by Land Owners admeasuring ____M^2 to be developed at its own cost and risk as amenity space as described clause ___ of this Agreement) all cumulatively admeasuring around 21749.851 M^2 and consisting of 3 open spaces admeasuring 4902 M^2 and the Land Owners under the terms laid out in an Agreement of even date with the Nagpur Improvement Trust Nagpur are development of infrastructure, which

are under various phases of completion, such as open spaces, roads, storm water pipes, water supply pipes, drainage pipes and other development in the layout, and sanctioned by Assistant Director Town Planning Nagpur Improvement Trust vide Sanction Letter No. ADTP/Pl./2441 Dated 3rd April 2017. And the aforesaid layout is bounded as under :

ON THE EAST - KH. NOS. 39/1, 39/2 AND 40,

ON THE WEST - KH. NOS. 36 AND 37,

ON THE NORTH - KH. NO. 17,

ON THE SOUTH - 12 MTRS, WIDE ROAD.

Hereinafter the layout being referred to as in this Agreement as 'Himalaya Sunshine Layout' or 'Said Layout' and the copy of the said layout being annexed to this agreement as Annexure A.

vi. "PHASE I LAND UNDER DEVELOPMENT" shall mean
All those pieces and parcel of Land bearing Plot Nos. 1 to 64, situated in the Himalaya Sunshine Layout, which are cumulatively admeasuring 8638.93 Square Meters and which are part of the said Himalaya Sunshine Layout situated on the Said Land as afore said described.

Hereinafter the plots 1 to 64 consisting of the Himalaya Sunshine Layout being referred to as in this Agreement as Phase I Land Under Development and the plots 1 to 64 marked in RED in the layout plan annexed hereto as Annexure B and forming part of this Agreement.

vii. The "UNIT" or " The Said Unit" shall mean and include a Row House or a bunglow being numbered ___ admeasuring _____ M^2 in carpet area plus Enclosed Balcony Area admeasuring about sq. Mtrs. (i.e. about _____ sq. ft.) carpet, Built-Up Area admeasuring about sq. Mtrs. (i.e. about _____ sq. ft.), Premium Built-Up Area

admeasuring about ____ sq. Mtrs. (i.e. about _____sq. ft.), Open Balcony Area admeasuring about sq. Mtrs. (i.e. about _____ sq. ft.) and adjoining Terrace, admeasuring about _____ sq. Mtrs. (i.e. about _____sq. ft.) carpet, and being constructed on plot no. ____ which admeasures _____ M^2 (Both the Row House or Bunglow no. __ and the Plot No. __ being collectively and cumulatively call as Unit or The Said Unit) and which is part of the Himalaya Sunshine Layout situated on the Said Land and which is consisting of bedrooms, living rooms, bathrooms, toilets, kitchen, balconies, attached terraces and all fitting and fixtures therein and more particularly described in the schedule I here under written, and the said plot being marked in hatched portion on the layout plan annexed hereto as Annexure C and the Sanctioned Building Map of the Row House or Bunglow annexed hereto as Annexure D and both the annexures forming part of this Agreement.

viii. Open Space shall mean and include three plot collectively and cumulatively admeasuring 4902.93 M^2 and which are left open under the DCR of Nagpur Improvement Trust Nagpur while sanctioning the Himalaya Sunshine Layout, and on which the Promoter may if permitted by the Nagpur Improvement Trust Nagpur develop Community Hall or Meditation Hall or Multi Sport Facilities.

ix. Amenity Plot shall mean and include a Plot admeasuring 1635.409 M^2 owned by the Land Owners in the Himalaya Sunshine Layout and where the Land Owner proposes to construct a building by consuming allowable FSI and partial built-up area not exceeding 600 M^2 out of such building may be utilised by the Land Owner for developing Paid Amenity Facility.

x. Common expenses shall mean and include a proportionate share of the costs, charges and expenses for working, maintenance, upkeep,

repairs and replacement of the common amenities including proportionate share of the municipal taxes, property tax and other taxes and levies relating to or connected with the Phase I Land Under Development.

xi. "Built-up or Covered Area" shall mean the built up area measured at floor level of any Said Unit taking the external dimensions of the Said Unit (save party walls separating one Unit from the other, of which 50 per cent only to be added).

xii. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances including variances occurring in the event of the Promoter elect or decides to construct the said unit by adopting Green Building Norms as prescribed or promulgated by appropriate forum or Authority. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

xiii. Proportion shall mean the proportion of ratio which the Carpet Area of any Unit or the Said Unit bears to the summation of Carpet Areas of all the Units, being constructed on the Phase I Land Under Development for the time being.

xiv. The plans shall mean the plans for construction of the Unit / got sanctioned by the Promoter of the Phase I Land Under Development in the name of and on behalf of the Land Owner, vide Building

Permit No. _____ **Dated** _____ **2017**, from the Nagpur Improvement Trust or Nagpur Municipal Corporation on that behalf or any plan for extension or modification thereof.

xv. Common Infrastructure or External Development shall mean

a. Development of Facilities and/or amenities on Open Spaces, Internal Layout Roads, storm water pipes, water supply pipes, drainage pipes, erection and installation of Sewage Treatment Plant/Septic Tank wherever required, compound wall on the boundaries of the layout and any other similar development in the Himalaya Sunshine Layout.

b. Community Hall or Meditation Hall or any recreation facility to be constructed in any of the Open Spaces for the use and benefit of the purchasers of units or Apartments in the Himalaya Sunshine Layout.

c. Development of sport facility constructed on open spaces Viz; such as Multi Sports Play Ground, Kids Play Area, Garden and Green Gymnasium etc. for the use of the purchasers of units or Apartments in the Himalaya Sunshine Layout.

xvi. Paid Amenity Facility shall mean the amenity facility being developed by the Land Owner on the Amenity Plot, earmarked by the Land Owner for Paid Amenity Facility, owned by the Land Owner and such Paid Amenity Facility being constructed by the Land Owner at its own cost which is not recovered from the Purchaser and such Paid Amenity Facility will be housed in multi storied building being constructed by the Land Owners and total area allocated by the Land Owner for Paid Amenity Facility will be not exceeding 600 M^2 out of the total built-up area of said building. The Paid Amenity Facility may be spread over various floors or single floor.

xvii. The Association or Organization or Society shall mean an organization of the Unit Owners of Phase I Land Under Development formed or to be formed, for the upkeep and maintenance of defined services and works in the Phase I Land Under Development, in accordance with the provisions of the byelaws of the Maharashtra C0-Operative Societies Act 1960 as Plot Holders Society or which may be formed under different organizational structure as may be permitted in accordance with the relevant applicable Law and which will ultimately be part of the Apex body or Apex society to be formed for the for the upkeep and maintenance of defined services and works in the Himalaya Sunshine Layout and as contemplated in Clause 8.1 of this Agreement.

xviii. Apex body, Apex Society or Ultimate Organization shall mean the company / society / other permissible legal entity to be formed in respect of the Himalaya Sunshine Layout as contemplated in Clause 8.4 of this Agreement.

xix. Outgoings or Maintenance Charges shall include the amounts collected by the Promoter to be utilized towards the Common expenses incurred by the Promoter in regard to the Himalaya Sunshine Layout till the management of the affairs of the said Layout is transferred to the Apex Body or Society as provided in clause 8 of this Agreement.

xx. Relevant Applicable Law shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, of any Laws for time being in force including Laws relating to lands, Immovable Properties, Transfer of Property, Real Estate (Regulation and Development) Act 2016 (RERA), Maharashtra Ownership of Flats Act 1963, Maharashtra Apartment Ownership Act 1970 to the extent not repealed and any judgment, order, decree, clearance,

approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.

xxi. Total Consideration shall mean the amounts payable / agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at in clause 2.1 of this Agreement and includes Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of Clause 2.8.

xxii. FSI or the Floor Space Index shall mean and include the allowable or allocable FSI under the DCR of Nagpur Improvement Trust Nagpur and includes any FSI allowable or loadable as Additional FSI or Premium FSI or TDR or any other FSI allowable under the extant regulations by whatever name called.

xxiii. Date of Possession in respect to said unit shall mean the date on which period of Two Years expires from the date of Registered execution of this Agreement and the Promoter, by written intimation, makes the Unit available to the Purchaser along with the Completion Certificate or Occupancy Certificate in respect of the Unit (the Completion Certificate or Occupancy Certificate maybe for Said Unit or part or whole of the project). However the date of possession of the Himalaya Sunshine Layout with all its common infrastructure development including the facilities and amenities being provided on the open spaces and also the construction of Community Hall or Meditation Hall shall be on or before 31ST DECEMBER 2022.

xxiv. Date of completion of Himalaya Sunshine Layout shall mean 31ST DECEMBER 2022 being the date on or before which the LAND

OWNER undertakes to complete all the common infrastructure or external development including the facilities and amenities being provided on the open spaces and also the construction of Community Hall or Meditation Hall.

xxv. Date of Completion of Project shall always be deem to be co-terminus with the date of completion of Himalaya Sunshine Layout.

xxvi. Project shall mean the project being developed on Phase I Land Under Development with RERA registration number _____. The Project may be part of a larger layout named and styled as Himalaya Sunshine Layout on the Said Land.

xxvii. Interest shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

xxviii. Liquidated Damages shall mean an amount equivalent to 10 per cent of the Total Consideration.

xxix. Refund Amount shall mean:

a. In case of termination pursuant to Clause 5.2 an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Promoter (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting there from the Liquidated Damages and, if applicable, any amounts paid to 3rd parties by the Promoter on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges.

b. For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to

any Authority shall not be refunded unless (and till such time that) the Promoter receives credit for the same from the relevant Authority.

c. In case of termination pursuant to Clause 5.6(b) an amount equivalent to the aggregate of the Total Consideration or part thereof paid by the Purchaser to the Promoter (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective installments, after deducting there from any amounts paid to 3rd parties by the Promoter on behalf of the Purchaser (if applicable) including but not limited to stamp duty, registration charges, brokerage charges, till the date of payment of the Refund Amount.

d. For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.

xxx. Taxes, duties or levies means goods and services tax, stamp duty, levy, impost or duty of any nature whatsoever including but not limited to local taxes or ground rent or rates or cess, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto.

xxxi. "Agreement" "This Agreement" " Deed" " This Deed" and/or "These Presents" shall have the same meaning and shall be construed as referring to this instrument.

xxxii. Pronoun "He" or "His" in these presents shall mean and be construed to have been used instead of any person or persons (male or female), a firm, a company or any other legal entity capable of holding property, if the context so admits.

2. WHEREAS the LAND OWNERS herein above named are the Co-Owners in possession of the property comprising ALL THOSE Pieces and Parcel of Agricultural lands bearing Kh. Nos. 38, having an area of 3.29 Hectares (i.e.

8.13 Acres), Rental Rs 13.00, both held in Occupancy Class I Rights of MOUZA – DABHA. P.S.K. 7, Together with all types of Trees, Shrubs, passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, along with a Well with Electric connection in Kh. No. 38. Bearing City Survey Nos. 270 and Sheet No. 64. Situated at Dabha, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR. (Here in after called as 'Said Land').

3. AND WHEREAS the said Land was originally owned by Smt. Sudha Wd/o Shrikrushnakumar Pandit, Shri. Shashank s/o Shrikrushnakumar Pandit and Mrs. Savita W/o Vishvajit Karandikar being their separate property having devolved upon them in being only legal heirs of Late Shri Shrikrushnakumar Pandit who expired on 16th AUGUST 2010 and the previous owner became the full owners by intestate succession. The said Land was mutated in the name of all the three previous joint owners in the records of Revenue Department in due course and the Land Owners who are constituting the Party of the First Part have acquired the same from the aforesaid previous joint owners by way of Sale Deed Dated 28th May 2013, which is duly registered at the Office of the Sub-registrar, Nagpur-NGN4 under Serial No. 3295/2013 of even date. As a result therefore the Land Owners have now become exclusive, absolute and full owners of the Said Land with heritable and transferable rights therein.

4. AND WHEREAS the aforesaid previous Joint Owners applied for the change of zoning to the Government of Maharashtra and the Land Owners continued the pursuance of said application and the State Government vide Notification No. TPS-2413/103/CR-174/2014/UD-9 Dated 24th June 2015 modified the Development Plan of Nagpur and included the Said Land in Residential Zone on the terms and conditions stipulated in the said Notification.

5. AND WHEREAS the LAND OWNERS have applied to the District Collector Nagpur for converting the said land for Non Agricultural use and

the District Collector Nagpur vide revenue case no. 219/NAP-34/2016-17 Dated 01/03/2017 converted the Said Land for Non-Agricultural use.

6. AND WHEREAS the Land Owners have applied for mutation of their name in the in the records of City Survey Officer Nagpur and the Said Land was mutated in the name of Land Owners vide mutation entry dated 30/03/2017.

7. AND WHEREAS the Land Owners have applied to the Nagpur Improvement Trust Nagpur for sanction of Lay-out Plan on the Said Land and the Assistant Director Town Planning Nagpur Improvement Trust sanctioned the said Layout Plan submitted by the Land Owners vide Sanction Letter No. ADTP/Pl./2441 Dated 3rd April 2017 and the Land Owners have also executed an Agreement of even date with the Nagpur Improvement Trust Nagpur for undertaking development of infrastructure such as open spaces, roads, storm water pipes, water supply pipes, drainage pipes and other development in the said layout. Hereinafter the layout being referred to as in this Agreement as Himalaya Sunshine Layout and the copy of the said layout being annexed to this agreement as Annexure A.

8. AND WHEREAS THE Land Owners have undertaken deliberations and discussions regarding the disposal of the Himalaya Sunshine Layout so as to enhance and generate the income out of the effort taken by them and pursuant to their discussions by and between the persons constituting Land Owners hereto, the Land Owners formed Association Of Persons (AOP) constituting all the three of them as members of the said AOP under the name style HIMALAYA INFRA PROJECTS SUNSHINE for undertaking development of part of the Himalaya Sunshine Layout and with this specific objective of the construction and development of Independent Houses and Row Houses on the 64 (Plot No. 1 to Plot No. 64 of the Himalaya Sunshine Layout) as Phase I Development of the Himalaya Sunshine Layout, and the said 64 plots cumulatively admeasure 8638.93 Square Meters and which are part of the Himalaya Sunshine Layout situated on the land bearing Kh. Nos.

38, having an area of 3.29 Hectares (i.e. 8.13 Acres), Rental Rs 13.00, both held in Occupancy Class-1 Rights of MOUZA – DABHA. P.S.K. 7. (Hereinafter referred to as Phase I Land Under Development and shown in portion marked in RED on the layout plan annexed hereto as Annexure B).

9. AND WHEREAS and the copy of the current 7/12 Extract of said Lands are annexed hereto and collectively marked as Annexure E and the same are forming part hereof and the rights, title and interests of the Promoters herein in respect of the Phase I Land Under Development, subject to all that is stated herein, are free, clear and marketable and the same are free from all reasonable doubts and or encumbrances and that the said land is not the subject matter of any pending dispute.

10. AND WHEREAS the Promoters herein have entered into a Standard Agreement with the Architects registered with Council of Architects and such Agreement is as per the Agreement prescribed by Council of Architects and has also entered into an Agreement with the Structural Engineers for the preparation of structural design and drawings of Row Houses and Twin Bunglows and these structures being part of the Project on the Said Layout and Promoters have accepted the professional supervision of such Architect/s and Structural Engineers till completion of said Project.

11. AND WHEREAS accordingly the Promoters herein got the necessary building plans in respect of the Said Unit_ to be constructed on the Plot No. ____ being part of the layout named and styled as Himalaya Sunshine Layout, prepared from its Architect and got the necessary permission to commence the construction from the Nagpur Improvement Trust Nagpur vide its Building Permit / Commencement Certificate No. _____, dated _____.

12. AND WHEREAS the Promoters herein have proposed only the plans for the construction of the said unit being part of the Himalaya Sunshine Layout and being constructed on the Phase I Land Under Development, by

consuming the FSI allocable and allowable to the Plot No. _____ of the Himalaya Sunshine Layout on which the said unit is being constructed.

13. AND WHEREAS in this manner the Promoters herein in their individual capacity as also in their capacity as the constituents of the said Association of Persons, named and styled as HIMALAYA INFRA PROJECTS SUNSHINE, are entitled to construct the said unit being part of the Phase I Development project on the portion of the said Himalaya Sunshine Layout and are also entitled to enter into various Agreement/s for the sale of various Row House/ Twin Bunglow, to be constructed in the said Project with various intending third party Purchaser thereof.

14. AND WHEREAS the Purchaser demanded from the Promoters herein and the Promoters herein have given inspection, in regard to the said unit herein, of all documents of title relating to the said Land and the Himalaya Sunshine Layout, the sanctioned plans from Nagpur Improvement Trust, Nagpur or Nagpur Municipal Corporation, as the case may be, and Designs prepared by the Promoter's Architect and of such other documents as are specified under Relevant Applicable Laws and the Purchaser is/are satisfied about the same.

15. AND WHEREAS the Copies of Certificate of Title and Search Report issued by the Advocate of the Promoters, showing the nature of title of the said Promoters of the said land, on which the said unit to be constructed on the Plot No. _____ being part of the layout named and styled as Himalaya Sunshine Layout and the Copies of the Sanctioned Building Maps are annexed hereto and marked as Annexure C and D respectively and Purchaser is satisfied about the marketable title of the said Promoters to the said land and every part thereof.

16. AND WHEREAS the Purchaser has been provided by the Promoters with copies of all documents necessary for verification of title and that, before execution of the Agreement, Purchaser has got such title verified through his advocate and has satisfied himself in respect of the marketable

title of the Promoters in respect of the said land and the Purchaser has agreed to purchase said unit to be constructed on the Plot No. _____ being part of the said layout named and styled as Himalaya Sunshine Layout in the said Project, after perusal of the building plans sanctioned by the concerned local authority as on today and also all the other relevant papers and documents.

17. AND WHEREAS the Purchaser has read and understood all the terms and conditions of all the documents of title of the Said Land and also the Purchaser has read and understood all the contents of the indemnity bonds/ undertakings, etc. given by the Promoters to the Collector/Corporation or any other authority, and terms and conditions mentioned in Building Permit /Commencement Certificate and Purchaser agree/s that this agreement is subject to the said terms and conditions and the same are also binding on him.

18. AND WHEREAS the Purchaser is aware of the fact that the Promoters have entered or will enter into similar and/or separate Agreement/s with several other purchaser, persons and parties in respect of the Row House / Twin Bunglow to be constructed on the various Plots being part of the Project of the layout named and styled as Himalaya Sunshine Layout.

19. AND WHEREAS the Purchaser applied to the Promoters for allotment to the Purchaser said unit to be constructed on the Plot No. _____ being part of the layout named and styled as Himalaya Sunshine Layout, admeasuring about _____ M^2 (i.e. about _____ sq. ft.) carpet, plus adjoining Terrace, admeasuring about _____ sq. Mtrs. (i.e. about _____sq. ft.) carpet, Balcony Area admeasuring about sq. Mtrs. (i.e. about _____ sq. ft.) carpet and Premium Area admeasuring about ____ sq. Mtrs. (i.e. about _____sq. ft.) carpet (which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaser herein and has no complaints about the same), being constructed on all that piece or parcel of land, bearing plot No. ____ being part of the said Himalaya Sunshine

Layout situate on the Said Land and to be constructed by using the total FSI allowable and allocable to the said plot no. _____ and which is hereafter called or referred to as 'the said unit' and the same is more particularly described in Schedule I written hereunder and the sanctioned plans being hereto annexed forming part hereof and the same is more particularly delineated on the map or plan marked as Annexure D, forming part hereof.

20. AND WHEREAS the Promoters herein have agreed to sell to the Purchaser the said Unit and the sale of the said Unit is on the basis of carpet area only and the Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies, the variation may be approximately three percent and the Purchaser consents for the same and is aware that the consideration being lump sum will not change, further the Purchaser agree not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the Agreement.

21 AND WHEREAS prior to the execution of this Agreement the Purchaser has paid to the Promoters a sum of Rs.----------/-(Rs. .....only) in the manner more particularly set out in Clause 2.2 of Schedule of Installment hereunder written, being part payment of the total consideration of the Said Unit agreed to be sold by the Promoters to the Purchaser, as advance payment or deposit and the Purchaser has also agreed to pay to the Promoters herein the balance of the total Consideration in the manner hereafter appearing.

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

1. TITLE AND ESSENTIAL DISCLOVSER

1.1 The Promoters have made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Purchaser, the

Promoters have also disclosed to the Purchaser nature of its right, title and interest and right to construct and sell 'the said unit' on the said land and the Promoters have also given inspection of all documents to the Purchaser. Further the Purchaser has carried out the search and investigated the title by appointing his own Advocate, if any, in regards to title, interest, building plans etc. The Purchaser having acquainted and satisfied himself with all the facts and nature of right of the Promoters has entered into this Agreement. The Purchaser herein after shall not be entitled to challenge or question the title of the Promoters and the right of the Promoters to enter into this Agreement, the Promoters are to construct 'the said unit' on the plot no. ____ being part of the Himalaya Sunshine Layout situate on the said land in accordance with the plans, design, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser.

1.2 That the Purchaser is aware that the Project is a part of the development of Himalaya Sunshine Layout which consist of various plots and where Multi Family Multi Storied Apartment building will be constructed in the future and the said layout sanctioned by the NIT stipulates certain terms and conditions where external development is required to be undertaken by the Land Owner and this will be done in various phases and will be completed with the total completion of the said layout. The Purchaser do hereby accords his unconditional consent to such phased development of common Infrastructure or external development.

1.3 That the Promoter is developing the Project in various stages and in the first stage of the project the said unit along with other units is being constructed and in due course construction of more units will be sanctioned and the Promoter will accordingly construct these units till the construction of all 64 units is sanctioned and completed. The Purchaser agrees and accords his unconditional consent to the Promoter to update or revise or correct by making an application for revision or correction to modify, amend, increase or decrease the estimated cost being the cost of construction or land cost or external development cost or any other cost including overhead cost

or taxes, duties etc., in regard to such units sanctioned by NIT and such cost was not included by the Promoter at the time of obtaining registration under RERA.

1.4 That the Promoter shall obtain prior consent in writing of the Purchaser in respect of variations or modifications in the building plan of the said unit except any alteration or addition required by any Government authorities or due to change in law.

However the Purchaser is aware that each unit including the said unit is independent of other unit and requirement of obtaining consent of the Purchaser will be limited to any alteration or modification in regard to said unit and the Promoter will not be under any obligation to seek consent of the Purchaser in respect of any new maps being prepared for fresh sanction or modification or variation in the sanctioned maps or building maps of any other unit or any other building(s) proposed to be constructed or being constructed in the Himalaya Sunshine Layout.

1.5 That the Purchaser agrees that the Promoter shall have unfettered right to sell the plots in the Project without constructing any Row House or Twin Bunglow on such plots and the Purchaser will have no objection in the event the Promoter such sale of open plots in the Project.

2. AGREEMENT OF SELE AND TOTAL CONSIDERATION

2.1 The Purchaser hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser the Said Unit to be constructed on the Plot No. _____ being part of the layout named and styled as Himalaya Sunshine Layout, admeasuring about _____ M^2 (i.e. about _____ sq. ft.) carpet, plus adjoining Terrace, admeasuring about M^2 (i.e. about sq. ft.), Balcony Area admeasuring about M^2 (i.e. about sq. ft.) and Premium Area admeasuring about M^2 (i.e. about sq. ft.), (which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaser herein and has no complaints about the same), being constructed on all that piece or parcel of land, bearing

plot No. ____ being part of the said Himalaya Sunshine Layout situate on the Said Land and to be constructed by using the total FSI allowable and allocable to the said plot no. _____ and which is hereafter called or referred to as or as 'the said unit' and the same is more particularly described in Schedule I written hereunder and the sanctioned plans being hereto annexed forming part hereof and the same is more particularly delineated on the map or plan marked as Annexure D, and the said Unit, and the facility being provided by way common Infrastructure as per the terms of the sanction of the Himalaya Sunshine Layout vide sanction letter No. ADTP/Pl./2441 Dated 3rd April 2017 and the Land Owners have also executed an Agreement of even date with the Nagpur Improvement Trust Nagpur, all of which is subject matter of this Agreement, and is hereafter collectively called or referred to as 'the Unit' or as 'the said unit' and the Purchaser for a Total Consideration of Rs. ----------/- (Rs. ----------
--------only) which is inclusive of the proportionate cost of Common infrastructure of the said layout but excluding, the cost of construction of amenity building being constructed by the Promoters on the specified Amenity Plot, which is owned by the Land Owners, at its own cost and which will be made available for use of the Purchaser as stipulated in clause ___ of this Agreement, and or of legal charges, share money applications/entrance fee of the Apex body or society of all the Purchasers, formation and or registration of the said body of the Purchasers of all the units in the Himalaya Sunshine Layout situate on the said land and M.S.E.D.Co. Ltd. Deposits and expenses and the Promoters shall utilize the requisite part of the same for meeting all the professional fees of Attorney at Law/Advocate of the Promoters in connection with preparation of Articles of Agreement, Supplementary Agreement, for formation and registration of the Society and for preparation and registration of a Deed of Conveyance of the said Unit along with Plot No. ____ in the name of the Purchaser.

2.2 The Purchaser has on or before the execution of these presents paid, as advance, an amount of Rs. ----------/- (Rs. ----------only) (which is not in excess of the 10% of the total consideration as aforesaid) to the Promoters by depositing the same into the Escrow Account of the Promoters, named and styled as HIMALAYA INFRA PROJECTS SUNSHINE RERA A/C as follows :

No.	Amount	Particulars
1)	----------/-	By Cheque/Pay Order No. --------- , Dated --------- , drawn on the Purchaser's Banking Account with ---------- Bank, --------- Branch, Nagpur.
2)	----------/-	Transfer by NEFT procedure bearing its Ref. No. ----------, dated --------, transferred by the purchaser's Banking Account with --------- Bank, ---------- Branch, Nagpur.
Total	----------/-	(Rs. ---------- Only)

2.3 The Promoters received aforesaid total sum and do and each one of them does hereby own, admit, acknowledge and of and from the same and every part thereof do hereby acquit, discharge and release the Purchaser herein forever.

2.4 The Purchaser has agreed to pay the balance amount of Rs. ----------/ Rs. ----------only) to the Promoters herein by depositing the same into the Escrow Account of the Promoters herein, named and styled as - HIMALAYA INFRA PROJECTS SUNSHINE RERA A/C - as under:-

i. Amount of Rs...../-(.....) (not exceeding 20% of the total consideration) to be paid to the Promoter at the Execution and Registration of

This Agreement and/or start of construction whichever is earlier of the said unit.

ii. Amount of Rs...../-(.....) (not exceeding 28% of the total consideration) to be paid to the Promoter on completion of the Plinth of the said unit.

iii. Amount of Rs...../-(.....) (not exceeding 34% of the total consideration) to be paid to the Promoter on completion of the 1st slabs of the said unit.

iv. Amount of Rs...../-(.....) (not exceeding 40% of the total consideration) to be paid to the Promoter on completion of the 2nd slabs of the said unit.

v. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the 3rd slabs of the said unit.

v. Amount of Rs...../-(.....) (not exceeding 52% of the total consideration) to be paid to the Promoter on start of the Ground Floor Brick work of the said unit.

vi. Amount of Rs...../- (.....) (not exceeding 60% of the total consideration) to be paid to the Promoter on start of the First and second Floor Brick work of the said unit.

vii. Amount of Rs...../-(.....) (not exceeding 68% of the total consideration) to be paid to the Promoter on start of the internal plaster of the said unit.

vii. Amount of Rs...../-(.....) (not exceeding 74% of the total consideration) to be paid to the Promoter on start of the external plaster of the said unit.

viii. Amount of Rs...../-(.....) (not exceeding 82% of the total consideration) to be paid to the Promoter on start of the flooring and toilets of the said unit.

ix. Amount of Rs...../-(.....) (not exceeding 90% of the total consideration) to be paid to the Promoter on start of the construction of compound wall and main gate of the said unit.

viii. Balance Amount of Rs...../-(.....) i.e. 100% of the total consideration against and at the time of handing over of the possession of the said unit to the Purchaser on or after receipt of completion certificate.

2.5 It is made clear and agreed by and between the parties hereto that the Promoters shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoters shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agree that the above mentioned schedule of payment / stages of work are for the said unit and the Promoters may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Unit is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall make all the payments to the Promoters by Demand Draft or by local Cheques and or RTGS Transfers only, the details of the Promoters Banking account are as under :-

Name of the Bank	**Account Number**	**Account Type**	**RTGS & IFSC Code**	**Branch**
HDFC Bank Ltd.		Current		Shivaji Nagar Nagpur

2.6 If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoters and to the extent said amount is credited by deducting the commission of the Bank. The Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoters for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

2.7 The Total consideration as above excludes Taxes Duties or levies up to the date of handing over the possession of the said unit.

2.8 The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges, in respect of the said unit or Phase I development project or the development of the Himalaya Sunshine Layout, payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc. the Purchaser will be intimated at least 15 days before demanding any increased instalment.

2.9 It is hereby agreed that the time, for payment as specified above is the essence of this Agreement and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this Agreement and the Promoters shall be entitled to take such action as they are entitled to take in case of breach/default of this Agreement, including termination of this Agreement.

2.10 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser shall be bound and liable to pay interest with quarterly rests on all amounts which become due and payable by the Purchaser to the Promoters till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall be construed as Condonation by Promoters on such delay. The amount of interest shall be calculated after completion of the said Unit and the Purchaser has agreed to pay the same before possession of the said Unit.

2.12 The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the

Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.13 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said unit.

2.14 It is further agreed that the time is essence of contract for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the said unit and handing over the said unit to the Purchaser after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as provided in schedule of instalments a provided in this clause.

3. CONSTRUCTION OF THE SAID UNIT AND DEVELOPMENT OF THE PROJECT AND LAYOUT

3.1 That the Promoter do hereby declare that the Built-Up or Covered Area as sanctioned respect of the said unit is ____ m^2 only and the same has been or will be consumed in construction of the said unit and if any FSI is being constructed is extra or remaining balance then same is not used or not being used in construction of any building or structure in said Himalaya Sunshine Layout situate on the said land and such balance FSI will be available to the Purchaser for their use for future modification as may be allowable under the Development Control Regulations in respect of the said unit only.

3.2 The fixtures and fittings with regard to the flooring and sanitary fittings and other specifications to be provided by the Promoter in the said unit are as set out in Annexure 'E', annexed hereto.

3.3 If any change in area, walls, site plan or room, portion of the said unit etc. are required to be made before handing over possession by the Promoters to the Purchaser, due to particular site condition or by the direction of concerned local authorities or any other State, Central or Local Authority, The Promoters shall have an absolute right to effect the said changes without the consent of the Purchaser. In such an event if there is any change in area of the unit, the Promoters shall calculate the price of the unit by the agreed rate and accordingly the total consideration payable for the same will be payable by the Purchaser to the Promoters or vice-versa.

3.4 At any stage during the implementation of the project, the Promoters shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest, in the said land and the buildings to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser in respect of the said Unit agreed to be purchased by him under the term of this Agreement.

3.5 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area exceeding the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with interest from the date of such recalculation. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next payable instalments of the schedule of instalment. All these monetary adjustments shall be made at the same rate per square meter as calculated on the basis of lump sum consideration as agreed in Clause 2 of this Agreement.

3.6 The Promoter is entitled to make alterations or modifications in the plans, structures, floors or the buildings and amalgamate it with the adjoining property or vice versa or to sub-divide the same and this exclusive right of the Promoters shall not be objected to by the Purchaser for whatsoever reason. However where such alteration or modification relates to the said unit or the plot on which the said unit is being constructed then in such event the written consent of the Purchaser be obtained by the Promoter.

4. POSSESSION

4.1 The Promoters shall give possession of the said Unit to the Purchaser on or before _____(which is calculated as period of Two Years from the date of registered execution of this Agreement), against the payment of balance amount of total consideration, if any, and in the event of the Promoter failing and/ or neglecting to give the possession of the said Unit to the Purchaser on account of reasons beyond its control and of its agents as per Relevant Applicable law as aforesaid, then the Promoters shall be liable to refund to the Purchaser the amount already received by it in respect of the unit, with interest, to be calculated from the date, the Promoter received the sum till the date of amounts and interest thereon is paid to the Purchaser. Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of the said Unit if the completion of unit is delayed on account of :

a). War, Civil Commotion or act of God.

b) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree/Order of any Court/ tribunal/authority.

c) Any stay or injunction order from any Court.

d) Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole.

4.2 That at the time of Possession being handed over or offered to the Purchaser as provided in clause 4.1above the Promoter, out of the Common Infrastructure, do hereby undertake to provide following basic infrastructure items in respect of the said unit such as Water Supply Line and Connection, Drainage and Electric Supply Connection.

4.3 The Promoter, upon obtaining the occupancy or completion certificate and the balance of total consideration made by the Purchaser shall offer in writing the possession of the said unit, to the Purchaser. The Purchaser agree to pay the maintenance charges as determined by the Promoter or Apex body, society, as the case may be from the date of offer of the Promoter to hand over possession of the said unit.

4.4 The Purchaser shall take possession of the said unit within 15 days of the written notice from the promoter to the Purchaser intimating that the said unit is ready for use and occupancy:

4.5 Upon receiving a written intimation from the Promoter as provided in this clause, the Purchaser shall take possession of the said unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in this clause then such Purchaser shall continue to be liable to pay maintenance charges as applicable.

4.6 If the Promoter fails to abide by the time schedule for handing over the said unit to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.

4.7 It is further provided that without prejudice to the right of promoter to charge interest as stipulated aforesaid in terms of this clause, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement as provided in clause 5.

4.8 Notwithstanding anything provided in clause 4.1 to 4.8 the date of completion of the Project shall always mean the date mentioned in Clause 1 (xxv) of the Recitals of this Agreement.

5. TERMINATION

5.1 This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below at Clauses 5.1 and 5.9. Both Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

Promoters Right to Terminate

5.2. Promoter shall have right to terminate this Agreement only in the following circumstances:

5.3 That Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser 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.

5.4 Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of instalments set out in clause 2 (and Interest thereon, if any) within 14 (fourteen) days of the date of the intimation of demand of instalment due, the Purchaser shall be deemed to be in default. In the event that the Purchaser fails to cure such default within 90 (Ninety) days from the due date of Instalment so defaulted (or such default is not capable of being rectified), the Promoter shall have the option to terminate this Agreement by sending a notice of termination by registered AD/speed post.

Further the Promoter shall be entitled to terminate this Agreement if the Purchaser commits default in respect of any three instalment whether consecutive or not and the Period of default of each such instalment continues for 14 days.

Purchaser's Right to Terminate:

5.5 Purchaser shall have right to terminate this Agreement only in the following circumstances:

5.6 Delay in possession beyond date of possession or extension date of possession: Subject to the Purchaser having paid all the amounts due and payable hereunder as per the schedule of instalments stated in clause 2, if the Promoter fails to offer possession of the Unit to the Purchaser on the date of possession.

a. Within 30 (thirty) days of expiry of date of possession or any extension mutually agreed , the Promoter shall inform the Purchaser the revised date by which the Unit is likely to be ready for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause (b) the date of possession mentioned in clause 4.1 shall stand revised to and substituted by revised date

communicated by the Promoter. The Promoter shall credit Interest to the Purchaser for the period between the date of possession and the date on which possession is finally offered to the Purchaser; or

b. Within 30 days from expiry of date of possession or any extensions mutually agreed, the Purchaser may by giving notice in writing elect to terminate this Agreement. Where the Purchaser's intimation of electing of Termination is not received by the Promoter within the aforementioned period of 30 (thirty) days from expiry of the date of possession or extension so agreed, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 5.1(a).

Consequences of Termination and Payment of Refund Amount

5.7 On a termination of this Agreement by either Party in accordance with the provisions of this Clause 5, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 5.8.

5.8 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser(subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of total consideration of the said unit which may till then have been paid by the Purchaser to the Promoter, however the period of 30 days shall commence only after the purchaser executes and registers Deed of Cancellation of this Agreement at his on cost and risk.

6. INDIRECT TAXES

6.1 The Purchaser agrees that all Taxes, duties or levies as defined in Clause 1 (xv) of the Recitals, which are leviable under the laws for the time

being in force or which may be levied in future in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

6.2 The parties hereto understand that there is some obscurity relating to the payment of Goods and Services Tax (GST) related to the transaction in this Agreement. It is, however, agreed that the GST calculated by the Promoter on at the time of receipt of installment from the Purchaser may vary from the GST calculated at the end of the financial year in respect of the said unit, if the GST collected is lesser than the actual payable or recoverable by/from the Purchaser then the Purchaser undertake to pay such balance forthwith when demanded and in the event of any excess recovered from the Purchaser then the Promoter undertake to adjust such excess against any receivable from the Purchaser. It is further agreed that there shall always be a charge/lien on the said Unit in favour of the Promoter against the amount payable by the Purchaser to the Promoters towards the GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction and failure of the Purchaser to pay the same to the Promoter shall be construed as breach of essential condition of this Agreement and the Promoter shall be entitle to terminate this agreement subject to provisions of clause 5 *supra*.

7. DEFECT LIABILITY PERIOD.

7.1 If within a period of five years from the date of handing over the said unit to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.

7.2 That notwithstanding anything stated or provided in clause 7.1 or elsewhere in this Agreement, the Promoter shall not be liable to repair or provide any compensation to the Purchaser in the following circumstances:

a. If the damage to the material used is due to wear and tear.

b. If the defects are caused by or attributable to the Purchaser.

c. If the defects are caused due to misuse by the Purchaser or the handling of the material used, by the Purchaser is in gross violation of the user manual issued by the Promoter.

d. If the structural defects as mentioned in clause 7.1 are caused due the Purchaser making any changes in the structure of the said unit or in the materials used in the said unit.

7.3 That the promoter shall be liable to maintain the regular upkeep of the infrastructure amenities and facilities being developed in the Himalaya Sunshine Layout till completion of the said layout project i.e. till 31st DECEMBER 2022 or the date of Actual Possession whichever is earlier.

8. ULIMATE SOCIETY , BODY OR ORGANISATION

8.1 The Promoter shall on the completion of the project or any time before that undertake to form the Plot Holders Co-Op Society or such body having such organisational structure as may be permitted in accordance with the relevant applicable law, in respect of the project and the Purchaser along with other Purchasers of units in the Project shall join in forming and registering the Society or body as aforesaid for the upkeep of cleanliness, security, collection of garbage or any other similar or incidental maintenance of the units located or situated in the PHASE I LAND UNDER DEVELOPMENT to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or body as afore said and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchasers. No objection shall be taken by the

Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or before any registering authority, as the case may be, or any other Competent Authority.

8.2 That since all the unit purchasers being owner of the Units and the underlying plots on which such units are constructed and the society or body formed as aforesaid being plot holders body the Promoter shall not be liable to transfer all the right, title and the interest of the Promoter and/or the land owners in the said PHASE I LAND UNDER DEVELOPMENT to the afore said society or body.

8.3 That the afore said society or body so formed shall ultimately be member of the Apex Society or Apex Body formed as per clause 8.4.

8.4 That the LAND OWNER shall at such appropriate time or period during the implementation of the development of Himalaya Sunshine Layout form the Apex Society or Apex Body consisting of the various institutional members such aforesaid plot holders society or body and similar societies or bodies or apartment owners associations to be formed on various plots where the multi storied family apartments are proposed, and which shall be in the nature of the federal society or federal body for the overall upkeep and maintenance of open spaces, Amenities and facilities developed on open spaces, maintenance of compound wall of the whole layout, maintenance of the main gate of the whole layout, overall upkeep of infrastructure developed in Himalaya Sunshine Layout or such other matters or items of upkeep or maintenance as may be decided by the Promoter at the time of formation of such Apex Society or body.

8.5 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said unit) of outgoings until the Apex body or society is formed and the management as provided in clause 8 is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as

may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs ..... per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until such transfer of management provided in clause 8 is completed. On completions of transfer of management the Promoter after deducting there form expenses and other outgoings incurred by it, shall transfer balance amount to the said body.

8.6 The Unit Purchaser agree to sign and deliver to the Promoters before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters for the formation and registration of the Co-op. Housing Society or Condominium of Apartments that is to be formed.

8.7 That the Promoter shall have the exclusive right to draft the bye-laws of aforesaid body or bodies and also the rules in respect of the manner and mode of use of the Open Spaces or the Facilities and Amenities provided on these Open Spaces and any other matter in this respect.

8.8 The Purchaser shall on or before delivery of possession of the said unit keep deposited with the Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/ Apex body

(iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges and

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

9. Recreational, Multi Sport Facility and Paid Facility of Amenity Space

9.1 The Promoter is developing recreational and multi sport playground for the free use of the members of the Himalaya Sunshine Layout as defined in the Clause 1(xiii) of the Recitals of this Agreement. The said recreational facility will be open for all the members of the said layout without any subscription or usage charges.

9.2 However the aforesaid recreational facilities are part of the open spaces and as per terms of sanction of the said layout by the Nagpur Improvement Trust (NIT) the open spaces and the internal roads have been handed over to the NIT by the Promoter and the Promoter has, under the extant regulations of the local authority, have applied to the NIT for grant of lease for maintenance of these open space which is pending before NIT. The Promoter will undertake the maintenance of these open spaces and the recreational facilities and multi sport playground on these open spaces if permitted by the NIT and in such event the Promoter will recover such maintenance expenses incurred on such maintenance, from the outgoings and maintenance charges collected from the members, including the purchaser herein, of said layout. Further on the formation of the Apex Body or Society, as provided in clause 8, the Promoter will be entitled to recover such charges from such Apex body or Society.

9.3 The promoter is constructing a building on the Amenity Plot which is owned by the Promoter. The construction of this building will be borne by the Promoter and is not added to estimated cost of the Project or said Layout. The cost to be or being incurred by the Promoter on the Amenity Plot and Building there on will be borne by the Promoter and will not be recovered from the Members, including the Purchaser herein, of said layout.

9.4 The Promoter is developing paid recreational facilities in some part of the said building as referred to in clause 9.3 above and such paid recreational facilities will have approximate area of 600M^2 which will be housed in any one part of the said building and may spread on various floors of the said building. The Paid Recreational Facility may contain facilities such as swimming pool, Home theatre, space of indoor Games or the like, any facility mentioned herein

is only indicative and not definite and the Promoter shall have exclusive right to decide on these facilities.

9.5. The right to use the recreational facilities as aforesaid to be housed in the part of building on the Amenity Plot shall be personal to the Purchaser and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit is sold / transferred by the Purchaser, then the Purchaser along with his family members being the associate members, shall cease to be members, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee, upon them making application for the same and agreeing to abide by the terms, rules and regulations laid down by the Promoter for use of this Amenity Space Facility. It is, however, clarified that the Promoter shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

9.6 The Purchaser is obliged and agrees to pay Annual Usage Charges as may be prescribed by the Promoter in due course. Such Annual Usage Charges shall be applicable from the date of start of operations of the Facility of Amenity Space or the Date of Possession of the said unit, whichever is later. Such Annual Usage Charges shall be payable annually in advance to the Promoter or to any Agency appointed by the Promoter to run such Amenity Space Facility. In the event of the Purchaser failing to pay such annual usage charges or the Purchaser choosing not to become member then Purchaser shall not be entitled to use / access the Facility of Amenity Space.

9.7 The Purchaser and 3 members of his family can became members of the Amenity Spacc Facility.

9.8. That the family member as referred to in clause 9.6 above, shall mean the Purchaser or Spouse of Purchaser, dependent parents of the Purchaser or Spouse of Purchaser and Children of the Purchaser.

10. STAMP DUTY

The Purchaser agree to bear the stamp duty, registration charges and incidental charges and expenses and other out of pocket expenses payable by the purchaser, in respect of this Agreement as also in respect of the supplementary document, Conveyance or any documents of final transfer of

the said unit which is a part of the total property, being a Deed of Conveyance in favour of a society or on a Deed of Apartment of the said unit that may be executed in favour of Purchaser herein.

11. REGISTRATION

It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Promoter the serial number under which the Agreement is lodged so as to enable the representative of the Promoter to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Promoter may extend assistance / co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Promoter shall not be responsible or liable for any delay or default in such registration.

12. APPROPRIATION AND ADJUSTMENT OF AMOUNTS

The Purchaser hereby grants to the Promoter the unfettered, unequivocal and irrevocable consent to appropriate or adjust the amounts payable by the Purchaser to the Promoter including the Total Consideration, Interest and / or Liquidated Damages against any other amounts payable by the Purchaser to the Promoter or by the Promoter to the by virtue of this Agreement and in respect of the Said Unit. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such appropriation or adjustment and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

13. COVENANTS OF THE PURCHASER AND PROMOTER

13.1 The Purchaser for themselves and with the intention to bring all persons into whomsoever hands the unit may come does/do hereby covenant/s with the Promoters as follows :

a. To maintain the said Unit at the Purchaser's own cost in good tenantable repairs and condition from the date the possession of the

same is taken by the Purchaser and shall not do or suffer to be done anything in or to the building in which the unit is situated or to the stair-case or to any passage which may be against the rules, regulation or bye-laws imposed by the concerned local or any other authority or change/alter or make addition in or to the building in which the said Unit is situated and or any part thereof.

b. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature, or are so heavy so as to damage the construction or structure of the building/s in which the said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the said Unit is to be situated including the entrance of the building in which the said unit is to be situated and in case any damage is caused to the building in which the said unit is to be situated or to the said unit on account of negligence or on account of default of the Purchaser in this behalf the Purchaser shall be liable for the consequence of the breach.

c. To carry at his own costs all internal repairs to the said Unit and to maintain the said Unit in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building which may be against the Rules, Regulations, any Bye-Laws of the concerned local authority or other public authority, and in the event of the Unit Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public Authority.

d. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building/s in which

the said unit is to be situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

e. 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 addition or alternation of whatever nature in or to the unit or any part thereof or any alteration in the elevation and outside colour scheme of the project in which the said Unit is situated and shall keep the portions, sewers, drains, pipes in the unit and appurtenances thereto in good tenantable repairs and condition and in particular, so as to support, shelter and protect the other parts of the project in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. pardis or other structural member in the said Unit, and the Purchaser undertake/s not to make any external changes of whatsoever nature in the said unit.

f. Not to throw dirt, rubbish, rags, garbage or other refuge or permit the same to be thrown from the said Unit in the compound or any portion of the said land and the layout in which the unit is situated. Not to indulge any religious or other activities which may cause nuisance to other occupants of the units and or which may involve the sacrifices of animals. Not to do any act or deed which may result in the noise pollution, air pollution and nuisance to others.

g. Not to affix any name plate, signboards and others signage at any place or location in the said layout, except at the places, size, design etc. that may be permitted by the Promoters in writing.

h. To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of the change of user of the said Unit by the Purchaser viz. user for any purposes other than for Residential purpose.

i. The Purchaser shall not let, sub-let, transfer, give on leave and license or on rent, assign or part with the possession of the said Unit until all

the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained the prior written consent of the Promoters for the same.

j. The Purchaser shall observe and perform all the rules and regulations which the Apex body or society, to be formed as per clause 8 of this agreement, may adopt at its inception and the maintenance of the said project or the layout and the said unit and for the observance and performance of the building Rules, Regulations and Bye-Laws, for the time being in force of the concerned local Authority and or Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions that may be laid down by the said society or body regarding the occupation and use of the said Unit in the project and the said layout and shall pay and continue to pay regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k. Till the conveyance of the said unit is executed the Purchaser shall permit the Promoters and its surveyors and agents, with or without workmen and others at all reasonable time to enter into and upon the said unit or any part thereof, to view and examine the state and conditions thereof.

l. The Purchaser agree not to carry on any illegal business of any nature whatsoever in the said unit.

m. Not to affix a grill or encroach upon any land or footpath outside the main gate of the said Unit or at any location outside the boundaries of the said unit and said plot on which the said Unit is located, without taking the prior written permission of the Promoters or the Apex Body or Apex Society.

n. The Promoters has not undertaken any responsibility nor has agreed anything with the Purchaser orally or otherwise and there is no implied Agreement or covenant on the part of the Promoters other than the terms and conditions expressly provided under this Agreement.

o. The Purchaser shall use the said unit or any part thereof for the purpose, sanctioned by concerned authorities and the Purchaser shall be answerable and responsible for any deviation in use of the same. The Purchaser is entitled only to the said Unit hereby agreed to be sold to him and shall not use the same for such purpose or in the manner that may cause inconvenience or is objected to by the society or body or any of its members and/or by the Promoters till the final Deed of Conveyance/Deed of Apartment of the same is executed and registered.

p. The Purchaser hereby irrevocably consents and authorize/s the Promoters to represent him in all matters regarding property tax assessment and reassessment before the Nagpur Municipal Corporation/ Concerned Authorities and give consents NOC's and do all necessary things in all departments of the Municipal Corporation, Collector, Road, Water, Government Department, M.S.E.D.Co. Ltd., its successor-in-title on behalf of the Purchaser and whatsoever acts, done by the Promoters on behalf of the Purchaser shall stand ratified and confirmed by the Purchaser and the same shall be binding on the Purchaser/s.

q. As the Promoters will be applying to the concerned authorities for giving separate water connection for the said Project and separate electricity meters and connection for the said Unit of the Purchaser on his behalf, if there is any delay in obtaining separate water connection for the said total project and electricity supply connections from the concerned department, then in that case, the Promoters may provide electrical connection to the said Unit through a sub meter or any other temporary arrangement due to which if there is improper supply of

electricity or water, the Promoters shall not be held responsible for the same. The Purchaser shall pay the proportionate outgoing charges as demanded, determined and decided by the Promoters for such emergency/alternative arrangement. The Purchaser shall carry out at their own cost all internal changes only after obtaining the due consent from the Promoters and from the concerned authorities. The Promoters shall be the final and ultimate body for sanctioning any such changes in the unit and the decision of the Promoters herein in such matters shall be final.

14. MISELLANEOUS

14.1 Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise or assignment in law of the said unit or of the said building or any part thereof. The Purchaser shall have no claim save and except in respect of the said unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation space, common areas etc. will remain the property of The Promoters who shall be free to allot such restricted area, parking spaces, terraces etc. to the person of its choice and not have any objection for the same.

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

14.3 The Purchaser shall present this agreement as well as the Supplementary Agreement, Conveyance/Final Deed of Transfer at the proper registration office for registration within the time limit prescribed by the Registration Act and the duly authorized person on behalf of the Promoters will attend and admit execution thereof.

14.4 All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been served if sent to the Purchaser by RPAD/Under Certificate of Posting at address or if sent by email on the email addresses of the Purchaser given and authenticated in the Application made by Purchaser for booking the Said Unit.

14.5 This Agreement shall always be subject to the provisions of the Relevant Applicable Laws.

14.6 The Purchaser shall be liable to pay his share of all taxes as are or as may be demanded by the State or Central Government even before or after the possession of the said unit is handed over to the Purchaser as and when such taxes become due such payment shall be effected within seven days of a demand being made on the Purchaser and the Purchaser shall exclusively be liable for the consequences of any delay in payment thereof.

14.7 The Promoters shall not be liable to share any maintenance charges, electricity charges and water charges in respect of unsold Units so long as the same are vacant and unoccupied until the possession of such unit/s has been given by the Promoters herein to the respective Unit Purchaser and in such case the such maintenance charges, electricity charges and water charges in respect of the units agreed to be sold to such Purchaser who have taken possession of their respective units, shall be liable for the payment of such charges. The Promoters shall not be responsible for any short supply of water or electricity as the same is under the control and supervision of the sanctioning authority, the planning authority under the NIT Act and or M.S.E.D.Co. Ltd., If however, the actual consumption of water exceeds such supply made by the sanctioning local authority and it is therefore found necessary to augment the supply of water by purchase of water by Water tankers, then in such event the Purchaser shall be liable to contribute towards the cost of purchase of such water. Also the Purchaser shall be liable to pay towards the cost of fuel consumed for the power generator in the case

of shortage in supply of power by the M.S.E.D.Co. Ltd., or its successor-in-title.

14.8 The Purchaser hereby declare/s that he has entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained and after accepting the same as binding on the purchaser.

14.9 This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.

14.10 THAT the recitals, Schedules, annexure and attached maps/plan shall form part of this agreement and the meaning and interpretation of this agreement or any of the clause contained therein shall be construed accordingly.

14.11 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Relevant Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive. In the occurrence of such event the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest to the provision being replaced, and that preserves the intent of the parties with which the provision so replaced was introduced in this Agreement.

14.12 The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoter in any documents, brochures, advertisements, hoardings, etc. and / or through any other medium hereinbefore agreed upon between the Promoter and the Purchaser which may in any manner be inconsistent with what is stated herein.

14.13 THAT this agreement is subject to the jurisdiction of the competent civil court at Nagpur.

14.14 In this Agreement of Development, unless the context indicates otherwise:

a. Reference to a party includes that party's successors and permitted assigns;

b. Words expressed in the singular include the plural and vice versa;

c. Words expressed in any gender include every gender;

d. If any word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;

e. The words "person" includes a partnership and a body whether corporate or otherwise;

f. All reference to amount are in Indian Rupees;

g. Reference to any statute, statutory provision or other legislation (whether primary or subordinate) is to a statute or other legislation as amended or replaced from time to time;

h. The schedule and any attachments form part of this Agreement; If any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the schedule (and attachments if any), the terms and conditions of the clauses prevail; If any conflict arises between any part of the schedule and any part of an attachment, the schedule prevails;

i. Reference to the schedule (or an attachment) is reference to the schedule (or an attachment) to this Agreement, including as amended or replaced from time to time by agreement in writing between the parties; and Any term or item, which is defined in the recitals or elsewhere in this Agreement, will have the meaning as defined.

15. DISPUTES AND ARBITRATION

15. If any dispute, controversy or claim arises between the parties hereto in connection with this Agreement or the interpretation of any of its provisions (including its existence and validity) or concerning anything contained in or arising out of this Agreement, any party may notify the other Party and each of the Parties shall make all attempts to amicably resolve such difference, dispute or question through mutual consultation and negotiation. In the event of any controversy, claim or dispute between the parties in respect to this agreement, the proceedings of arbitration shall be held in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 and the decision of the Arbitrator shall be final.

SCHEDULE - I

OF THE SAID UNIT

Row House or a bunglow No. ___ admeasuring _____ M^2 in carpet area and being constructed on plot no. ____ which admeasures _____ M^2 (Both the Row House or Bunglow no. __ and the Plot No. __ being collectively and cumulatively called as Unit or The Said Unit) and which is part of the Himalaya Sunshine Layout situated on the Said Land and all fitting and fixtures therein and the said plot being marked in hatched portion on the layout plan annexed hereto as Annexure C and the Sanctioned Building Map of the Row House or Bunglow annexed hereto as Annexure D and both the annexures forming part of this Agreement and bounded as under :-

ON THE EAST -

ON THE WEST -

ON THE NORTH -

ON THE SOUTH -

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures in their respective capacities in the presence of witnesses within-signed on the day, month and the year first above written.

For Himalaya Infra Project
Sunshine Through its
Authorized Signatory,

(1) Mr. Sunil Ramakrishna Duddalwar,
the Land Owner No. 1/ the Promoter No. 1

(2) Mrs. Sonal Sunil Duddalwar **the Land Owner No. 2/ the Promoter No.2**

(3) Mr. Kunal Sunil Duddalwar
the Land Owner No. 3/ the Promoter No. 3
all the constituents Nos. 1 to 3 above named of the AOP, in their Personal Capacity as the Land Owners and also in their capacity as the Promoter Members and as the constituents of the Association of persons above named.

1) Mr. ----------

2) Mrs. ----------

The Unit Purchaser/s

Witnesses :-

1) Signature :-
   Name :-
   Address :-

2) Signature:-
   Name:-
   Address :-

Letter of Allotment

To,

Sub: Allotment of Row House/ Twin Bunglow No._____ on Plot No. _____ in Himalaya Sunshine, being constructed in the Phase I development - being constructed on land situated at Mouza - Dabha, Taluka and District Nagpur.

Dear Sir/Madam,

Greetings and Hearty Congratulations on your taking very important step to realise your dream home at Himalaya Sunshine.

Please refer to your Application No. _____ dated _____ We thank you for your application and for the payments required for the purpose of allotment of your chosen Row House/ Twin Bunglow No. _____.

We are pleased to inform you that the Row House/ Twin Bunglow No. _____ booked by virtue of your above application has now been allotted to you.

The terms and conditions as attached to the Application Form shall continue to be binding in respect of the allotment of the Row House/ Twin Bunglow No. _____. The details of the Row House/ Twin Bunglow No. _____ allotted and your address your e-mail address in our records for the purpose of correspondence are as under:

Name, Address and Contact Details of Allottee

Unit No

Name of the Layout

Type of Residence

Carpet Area of Unit

Enclosed Balcony Area (carpet)

Built-Up Area

Premium Built-up Area :

Open Balcony Area :

Enclosed Balcony :

Including outerwall Area :

Open Terrace Area :

Total Consideration :

In case of any query or clarification please feel free to contact our Relationship Manager at the following :

Telephone Line: 0712- 2526176, 9822100752.

E-mail:

I would like to take this opportunity to thank you for the trust that you have reposed in the Himalaya Infra Projects Sunshine, and assure you of your best services at all times.

Warm Regards,