

Date: _____

To,

Unit No. _____

Allotment Letter

Dear Sir/Ma'am,

Thank you for showing your interest in our project "**Kukreja Business Park**" in the commercial block mentioned below, we hereby accept your offer and allot you the commercial block for Basic Cost of Rs. _____ plus Applicable Taxes and Charges.

Details of the Purchaser

1. Name:

Address:

Age:

Occupation:

PAN No.

Contact No.

2. Name:

Address:

Age:

Occupation:

PAN No.

Contact No.

Details of Commercial Block

Shop no.

Wing

Floor

Carpet Area

Open Balcony Carpet Area

Enclosed Balcony Carpet Area

Terrace Carpet Area

Thanking You,

Yours Sincerely,

For Shravan Kukreja

Authorized Signatory

Annexure 'A'
(See rule 10(1))

AGREEMENT TO SELL
FOR RS. _____ ONLY
(RUPEES _____ ONLY)
VALUATION AS PER READY RECKONER
RS. _____ ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 202____, BETWEEN :

M/s KUKREJA INFRASTRUCTURES (PAN : AAMFK 0584L)
through its partner,
Shri SHRAVAN s/o. GHANSHYAMDAS KUKREJA,
Aged about 38 years, Occupation: Business,
Adhar No. 4771 1877 2199
Phone no. : 98900 08400
At Plot No. 17, Sushila Layout, Ring Road, Jangutka, Nagpur

hereinafter called the "**VENDOR**", which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**VENDOR**" as well as its Partners, their legal heirs, executors, administrators, representatives, assignees etc. of the **FIRST PART.**

AND

MRS./SMT./SHRI,

Aged about _____ Years, Occupation - _____

Income Tax Permanent Account No. _____

Aadhar Unique Identity No. _____

Phone no. _____

Resident of _____

hereinafter called the "**PURCHASER/s**", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "**PURCHASER/s**", as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assignees of the **SECOND PART.**

WHEREAS, the VENDOR hereinabove named is exclusive, absolute and Full Owner of the property comprising of **ALL THAT** piece or parcel of the land or ground situate lying and being in outside processing area of the MIHAN Notified Area as Plot no. 7A, Sector 21 bearing Khatsa No. 107(part), 108(part) of the MIHAN Notified Area, Nagpur situated, lying and being

District Nagpur, admeasuring 5965.824 sq mtr equivalent to 0.5965 Hectares or about 1.474 Acre and bounded as under:

Towards-East	:	MIHAN Notified Boundary,
Towards-West	:	4 Lane Road,
Towards North	:	Plot no. 07, Sector 21,
Towards South	:	MIHAN Notified Boundary.

described in the First Schedule hereunder written
(*hereinafter referred to as "the project land"*).

And Whereas, the property is obtained on 66 years lease by M/s Kulkreja Infrastructures, a partnership firm bearing registration no. NGP-12700/2012-13 (PAN : AAMFK 0684L) from Maharashtra Airport Development Company Ltd (MADC) vide Agreement To Lease dated 22.09.2020 registered at serial no. 4947 in the office of Sub-registrar, Nagpur 7.

It appears that the authority of TILR i.e. मा.तात्पुर निरिक्षक भूमी अभिलेख माजपूर कासीण, vide its order in letter no. के. निम१/के. जल. ०/ मोला द्वापरा/०५ माजपूर-३. ०९/०९/२००९ जाक के. ५०२ मुला भूतपल्लव प्र.३/६५/३ १९९८-९९ वि. २४/१२/२००४ has recorded the name of MADC as the owner of the property.

And Whereas, the VENDOR is developing the said property into commercial building and has named it as "**KULKREJA BUSINESS PARK**" according to the Plan duly sanctioned and approved by the Addl. Chief Architect / T.P.O. Maharashtra Airport Development Co. Ltd vide its Office Letter no. MADC/MIHAN/BR/913A/1068 dated 03.03.2021.

There appears to be scope for further revision of the building plan as full available FSI is not consumed.

WHEREAS, the VENDOR does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the VENDOR has clear possession of the said Project Land. The said Project Land is leasehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

WHEREAS the VENDOR is in possession of the project land and is entitled and enjoyed upon to construct building(s) on the project land in accordance with the details hereinabove;

WHEREAS, the VENDOR has proposed to construct on the project land ____ (____) Buildings/Wings, each having basement floor for parking, part Ground Floor for Parking and part ground floor and upper floors consisting of ____ (____) Shops / Chambers / Office Premises / Godowns / Service Apartments and self contained separate Shops therein (*here specify number of buildings and wings thereof as well as number of Basements/podiums/stilt and upper floors*);

WHEREAS, the VENDOR has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the VENDOR has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____; **authenticated copy is attached in Annexure 'P'**;

WHEREAS, the VENDOR has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the VENDOR accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, the VENDOR has sole and exclusive right to sell the Shops / Chambers / Office Premises / Godowns / Service Apartments and self contained separate Shops therein in the said building/s to be constructed by the VENDOR on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Shops to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchaser, the VENDOR has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by its Architect Mr. Pankaj Kripalani of M/s Terrain Design Studio, Nagpur and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (*hereinafter referred to as "the said Act"*) and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the VENDOR and

Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the VENDOR.

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the VENDOR, authenticated copies of Property card showing the nature of the title of the VENDOR to the Project Land on which the Shops are to be constructed have been **annexed hereto and marked as Annexure 'A' and 'B', respectively;**

WHEREAS, the authenticated copies of the plan of the Layout and Building Plans as sanctioned and approved by the local authority have been **annexed hereto and marked as Annexure C-1;**

WHEREAS the authenticated copies of the plans of the Layout as proposed by the VENDOR and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been **annexed hereto and marked as Annexure C-2;**

WHEREAS, the authenticated copies of Specifications of the Shop agreed to be purchased by the Purchaser have been **annexed and marked as Annexure-D;**

WHEREAS, at present the VENDOR has got the approvals from the concerned local authority(s) to the plans for Ground and _____ (_____) Upper Floors and shall obtain the approvals for remaining Floors from Competent Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the VENDOR while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

WHEREAS, the VENDOR has decided to dedicate the said Project to the provisions of The Maharashtra Apartments Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act is executed. Thus the said Project will be governed by the provisions of The Maharashtra Apartments Ownership Act, 1970. The provisions of The Maharashtra Apartments Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors-in title;

WHEREAS, the VENDOR has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

WHEREAS, the Purchaser has applied to the VENDOR for purchase of Shop No. _____ on _____ Floor in Wing _____ situated in the Building No. _____ being constructed in the _____ phase of the said Project;

External walls, areas under services shafts, exclusive balcony appurtenant to the said shop for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said shop for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the shop;

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS, prior to the execution of these presents the Purchaser has paid to the VENDOR a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the shop agreed to be sold by the VENDOR to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the VENDOR both hereby admit and acknowledge) and the Purchaser has agreed to pay to the VENDOR the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the VENDOR has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

WHEREAS, under section 13 of the said Act the VENDOR is required to execute a written Agreement for sale of said shop with the Purchaser, being in fact these presents, and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the VENDOR hereby agrees to sell and the Purchaser hereby agrees to purchase the said Shop,

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

1. THAT, the aforesaid Project consists of a Multistoried Building / _____ (_____) Multistoried Buildings, each consisting of Basement, Ground Floor, podiums and _____ (_____) Upper Floors. The Basement and part Ground floor shall be utilized for Parking. The part ground floor and Upper Floors shall consists of _____ (_____) shops to be constructed by the VENDOR on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the VENDOR shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications, which may adversely affect the shop of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

annexed and marked **Annexures C-1 and C-2** for the total sale consideration of Rs. _____/- (Rupees _____ Only) which includes :

- i) Rs. _____/- towards cost of shop,
- ii) Rs. _____/- towards the cost of allotted covered parking space bearing No. _____ situated at _____ and/or Stair and/or Podium. **(If Applicable)**

The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b Thus the total aggregate consideration amount for the said shop including Garage/Covered Parking Space is Rs. _____/-.

1.c The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) **(not exceeding 10% of the total consideration)** as advance payment or Application Fee and hereby agrees to pay to the VENDOR the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:-

SCHEDULE - "D"

i) Rs. _____/- (_____)
Only **(not exceeding 30% of the total consideration)** agreed to be paid by the Purchaser to the VENDOR within _____ days from the date of execution of this Agreement.

ii) Rs. _____/- (_____)
Only **(not exceeding 45% of the total consideration)** agreed to be paid by the Purchaser to the VENDOR within _____ days from the date of completion of the Plinth of the building / wing in which the said shop is located.

iii) Rs. _____/- (_____)
Only **(not exceeding 70% of the total consideration)** agreed to be paid by the Purchaser to the VENDOR within _____ days from the date of completion of the slabs including podiums and stairs of the building or wing in which the said shop is located.

iv) Rs. _____/- (_____)
Only **(not exceeding 75% of the total consideration)** agreed to be paid by the Purchaser to the VENDOR within _____ days from the date of completion of the walls.

Purchaser to the VENDOR within _____ days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said shop.

vi) Rs. _____/- (_____)
Only (not exceeding 85% of the total consideration) agreed to be paid by the Purchaser to the VENDOR within _____ days from the date of completion of the external plumbing and external plaster, terraces with waterproofing, of the building or wing in which the said shop is located.

vii) Rs. _____/- (_____)
Only (not exceeding 95% of the total consideration) agreed to be paid by the Purchaser to the VENDOR within _____ days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain, doors and windows, elevation and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said shop is located.

viii) Rs. _____/- (_____)
Only agreed to be paid by the Purchaser to the VENDOR against and at the time of handing over of the possession of the shop to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. _____ (RUPEES)

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

1.6 The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the VENDOR by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the VENDOR up to the date of handing over the possession of the said shop. The Purchaser specifically agrees to pay to the VENDOR all such Taxes & Insurance Premium as and when demanded and shall always keep the VENDOR indemnified against the same. In the event of changes of GST Provisions, the increased or decreased incidence of Tax (GST) shall be required to be paid by the Purchaser.

1.e The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.90% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the VENDOR and to credit the same in the appropriate account of Income Tax Department.

1.f The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges 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 VENDOR 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 VENDOR shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.g THAT the VENDOR shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of shop with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the VENDOR.

1.h THAT during the period of building construction the Purchaser with Two days advance intimation to the VENDOR, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.i The VENDOR may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser to the VENDOR by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the VENDOR. [If applicable]

1.j THAT, the VENDOR shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is

variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR. If there is any reduction in the carpet area beyond the defined limit, then the VENDOR shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the VENDOR shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.k The Purchaser does hereby authorizes the VENDOR to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the VENDOR may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the VENDOR to adjust her/his payments in any manner.

2.1 THAT, the VENDOR 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 shop to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said shop.

2.2 THAT, time is essence for the VENDOR as well as the Purchaser. The VENDOR shall abide by the time schedule for completing the project and handing over the shop to the Purchaser and the common areas to the association of the Purchasers 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/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the VENDOR as provided in clause 1 (c) herein above. ("Payment Plan").

3. The VENDOR hereby declare that the Floor Space Index available as on date in respect of the project land is _____ Square Meters only and VENDOR has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The VENDOR has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project and in the

4.1 If the VENDOR fails to abide by the time schedule for completing the project and handing over the shop to the Purchaser, the VENDOR agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, 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 VENDOR, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser to the VENDOR under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the VENDOR.

4.2 Without prejudice to the right of the vendor to charge interest on delayed payment, if the Purchaser/s commits three defaults in making payment as per the stages mentioned **Schedule – "D"** then the VENDOR shall serve a notice of 15 days in writing to the Purchaser/s informing its intention to terminate this Agreement and if the Purchaser/s fails to rectify the breach as mentioned by the VENDOR within a period of 15 days, then the VENDOR shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination VENDOR is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser/s shall apply for refund at their own effort and cost.

If the Purchaser/s wishes to cancel the agreement due to reasons not attributable to the default of the VENDOR, then the VENDOR shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Purchaser/s. In the event of cancellation by Purchaser/s, the VENDOR is not responsible to refund any taxes and duties such as GST stamp duty and registration charges which was paid to the Government and the Purchaser/s shall apply for refund at their own effort and cost.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the VENDOR in the said building and the shop as are set out in **Annexure 'E', annexed hereto**.

6. The VENDOR shall give possession of the shop to the Purchaser on or before ____ day of ____ 20__ but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the VENDOR and other reasonable cause and the Purchaser agrees to accept

his agents by the aforesaid date, then the VENDOR shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the shop with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the VENDOR received the sum till the date the amounts and interest thereon is repaid.

Provided further that the VENDOR shall not deliver the actual physical possession of the said shop to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, GST, VAT Tax, etc. are paid by the Purchaser in full to the VENDOR hereto.

Provided further that the VENDOR shall be entitled to reasonable extension of time for giving delivery of shop on the aforesaid date, if the completion of building in which the shop is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession - The VENDOR upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the shop to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the VENDOR shall give possession of the said shop to the Purchaser. The VENDOR agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR. The Purchaser agree(s) to pay the maintenance charges as determined by the VENDOR or Association of Purchasers, as the case may be, which is Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand) towards maintenance corpus fund and also Rs. 1.50 per sq. ft. per month towards recurring monthly expenses towards maintenance of building. The Purchaser also agrees to pay Rs. 75,000/- (Rs. Seventy Five Thousand) to the vendor towards the installation of electric meter and transformer.

7.2 The Purchaser shall take possession of the shop within 15 days of the written notice from the VENDOR to the Purchaser intimating that the said shop is ready for use and occupancy.

7.3 THAT the Purchaser hereby agrees not to occupy the said Shop without prior written permission of the VENDOR else Purchaser shall be

Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the VENDOR will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Shop hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Shop chosen by the Purchaser to the VENDOR.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Shop chosen by Purchaser in the proposed multistored building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Shop Owners for the purpose of maintenance.

7.6 Failure of Purchaser to take Possession of Shop : Upon receiving a written intimation from the VENDOR as per clause (7.1) the Purchaser shall take possession of the Shop from the VENDOR by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the VENDOR shall give possession of the Shop to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the VENDOR or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Partis or other structural portions in the said Shop and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

8.1 The Purchaser shall use the Shop or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any Residential / industry or business use. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking

Building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The VENDOR shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the VENDOR.

9.1 That the VENDOR has decided to dedicate the said Project to the provisions of The Maharashtra Apartments Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act is executed at the Office of Joint Sub-Registrar, Nagpur- _____ in Book No. 1 at Sr. No. _____ on _____. Thus the said Project will be governed by the provisions of The Maharashtra Apartments Ownership Act, 1970. The provisions of The Maharashtra Apartments Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

9.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Shop Owners interse, in accordance with the provisions of The Maharashtra Apartments Ownership Act, 1970 and the rules made thereunder.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration i.e. besides Block A towards Northern direction), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Shop Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Shop Owner or Owners.

9.4 The VENDOR shall, within ____ (____) Months from the date of dedication of the said property to the provisions of The Maharashtra Apartments Ownership Act, as aforesaid, cause to be transferred to the said Association of Owners, all the right, title and the interest of the VENDOR/ VENDORS and/or the owners in the said structure of the Building or wing in which the said Shop is situated.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :

The VENDOR hereby represents and warrants to the Purchaser as follows :

- i. The VENDOR has clear and marketable title with respect to the project land, as declared in the IIR report annexed to this agreement and have the requisite rights to carry out development

- ii. The VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the VENDOR have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The VENDOR has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The VENDOR has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The VENDOR confirms that the VENDOR is not restricted in any manner whatsoever from selling the said Shop to the Purchaser in the manner contemplated in this Agreement;
- ix. The provisions of The Maharashtra Apartments Ownership Act, 1970 shall be applicable to this Agreement.
- x. At the time of execution of the Sale Deed of the Shop in favour of the Purchaser, the VENDOR shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Owners;

the said project to the competent Authorities till the date of completion of the said project.

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the VENDOR in respect of the project land and/or the Project except those disclosed in the title report.

11. The Purchaser or herself/himself/themselves with intention to bring all persons into whatsoever hands the Shop may come, hereby covenants with the VENDOR as follows :-

- i. To maintain the Shop at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Shop is taken and shall not do or suffer to be done anything in or to the building in which the Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop is situated and the Shop itself or any part thereof without the consent of the local authorities, if required.
- ii. The Purchaser hereby specifically agrees with the VENDOR that even after taking over the actual possession of the Shop chosen by Purchaser, the Purchaser will not object or prevent or obstruct the VENDOR in any way in carrying on and completing the work of other Shops in the said building and keeping building materials on the available open land.
- iii. Not to store in the Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop is situated, including entrances of the building in which the Shop is situated and in case any damage is caused to the building in which the Shop is situated or the Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iv. To carry out at her/his own cost all internal repairs to the said Shop and maintain the Shop in the same condition, state and order in which it was delivered by the VENDOR to the Purchaser and shall not do or suffer to be done anything in or to the building in which

be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- v. Not to demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereof in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Rads or other structural members in the Shop without the prior written permission of the VENDOR and/or the Association of the Shop Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Shop and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the project land and the building in which the Shop is situated. Pay to the VENDOR within fifteen days of demand by the VENDOR, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Shop is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Shop by the Purchaser for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop until all the dues payable by the Purchaser to the VENDOR under this Agreement are fully paid up.

may be made from time to time for protection and maintenance of the said building and the Shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Owners regarding the occupancy and use of the Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till handing over the management of said Building maintenance to the Association of Owners, the Purchaser shall permit the VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

12. The VENDOR shall maintain a separate account in respect of sums received by the VENDOR from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Shops or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the VENDOR until the management of the said Building maintenance is handed over to the Association of Owners as hereinbefore mentioned.

14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

15. After the VENDOR executes this Agreement he shall not mortgage or create a charge on the Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in

16. BINDING EFFECT : Forwarding this Agreement to the Purchaser by the VENDOR does not create a binding obligation on the part of the VENDOR or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the VENDOR. If the Purchaser(s) fails to execute and deliver to the VENDOR this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR, then the VENDOR shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

17. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supercedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said shop/plot/building, as the case may be.

18. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Shop, in case of a transfer, as the said obligations go along with the Shop for all intents and purposes.

20. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

22. FURTHER ASSURANCES : Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

24. The Purchaser and/or VENDOR shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the VENDOR will attend such Office and admit execution thereof.

25. That all notices to be served on the Purchaser and the VENDOR as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the VENDOR by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Purchaser
(Purchaser's Address)
Notified Email ID : _____

M/s KUKREJA INFRASTRUCTURES (Name of VENDOR name)
(Address of Developer/Confirming Party)
Plot no.- 17, Sushila layout, Near Sugat nagar sq.
Jalpatka ring road.
Notified Email ID : sales@kinfra.io

It shall be the duty of the Purchaser and the VENDOR to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the VENDOR or the Purchaser, as the case may be.

name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

27. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

28. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

29. GOVERNING LAW : The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

30. THAT for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

IN WITNESS WHEREOF parties hereto above named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

ALL THAT piece or parcel of the land or ground situate lying and being in outside processing area of the MIHAN Notified Area as Plot no. 7A, Sector 21 bearing Khassa No. 107(part), 108(part) of the MIHAN Notified Area, Nagpur situated, lying and being outside SEZ area in Mouza Dahegaon, village Dahegaon, P5 Sonegaon, Post Office Khapri within the Taluka Nagpur (Rural), District Nagpur, admeasuring 5965.824 sq mtr equivalent to 0.5965 Hectares or about 1.474 Acre and bounded as under:

Towards East	::	MIHAN Notified Boundary,
Towards West	::	4 Lane Road,
Towards North	::	Plot no. 07, Sector 21,
Towards South	::	MIHAN Notified Boundary.

SCHEDULE – "B" ABOVE REFERRED TO
Description of the Shop

Name of Building : "Kukreja Business Park"
Wing : _____

Shop No.	Floor	Carpet Area	Enclosed Balcony	Open Balcony	Undivided Share in Land

SCHEDULE – "C" ABOVE REFERRED TO

[Here set out the nature, extent and description of common areas and facilities.]

SCHEDULE – "D" ABOVE REFERRED TO

SPECIFICATIONS OF THE SHOP

SCHEDULE – "F" ABOVE REFERRED TO

MAINTENANCE SCHEDULE

SPACE FOR
SIGNATURE, PHOTO & THUMB IMPRESSION

ANNEXURE – A
Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the use of the VENDOR to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE –C-2

(copies of the plans of the Layout as proposed by the Promoter/VENDOR)

ANNEXURE –D

(Authenticated copies of the Floor plans)

ANNEXURE – E

(Common Facilities of Project).

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)