AGREEMENT TO SELL

This AGREEMENT TO SELL is made at Nagpur on this..... day of …… in the year TWO THOUSAND and …… between

01. M/S KUKREJA INFRASTRUCTURES, {PAN : AAMFK0684L}, a Partnership concern having registered Office at Plot No. 17, Sugat Nagar, Jaripatka, Nagpur - 440014, acting through authorised Partner **SHRI SHRAVAN S/O GHANSHYAMDAS KUKREJA,** {UID : 4771 1877 2199} aged about 38 years, Occupation : Business, here-in-after known and referred to as the **"OWNER/SELLER/PROMOTER"** which expression shall unless repugnant to the context or meaning thereof always mean and include PROMOTER as well as its Partners, their heirs, legal representatives, administrators and assigns or any other person claiming for or through them of the PARTY OF THE FIRST PART, AND;

02. SHRI ..... S/O ...., {PAN : .....} {UID : .....}, aged about …… years, Occupation: Business, Residents of ……Nagpur - 440008, hereinafter known and referred to as the **"ALLOTTEE/PURCHASER"** which term shall unless repugnant to the context or meaning thereof always mean and include the ALLOTTEE/PURCHASER as well as his/her/their heirs, legal representatives, Successors, executors, administrators and assigns of THE SECOND PART, AND;

WHEREAS, the OWNER is the sole and exclusive owner of ALL THAT piece and parcel of land being declared as Retainable land - A, admeasuring about 4373.00 Sq. Mtrs. i.e. 47053.48 Sq. Ft. being North East Portion on the Layout known as GANGA – VIHAR situated on non agricultural land being ALL THAT piece and parcel of entire residential lay out plotable admeasuring about 30658.00 Sq. Mtrs. bearing Survey Khasara No. 43-44/2, Patwari Halka No. 34-A, admeasuring about 9.76 Hectares bearing City Survey No. 170, Sheet No. 332/39-40, situated at Mauza : Wathoda, bearing Municipal House No. 2230, Ward No. 21, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur and more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land"),

WHEREAS,

01. That, originally the said entire land of khasara No. 43-44/2, was owned by Late Shri Gangaram Rama Kaware and Late Shri Natthu Rama Kaware and on their death, their legal heirs Smt. Kamalabai Ramaji Kaware and others inherited the said property.

02. That, said co-owners, legal heirs, being Smt. Kamalabai Ramaji Kaware and others having held and owned quite extensive properties within the limits of the Nagpur Urban Agglomeration and The Urban Land (Ceiling & Regulation) Act, 1976, having come into force w.e.f. 17.02.1976, had filed Statement/Return u/s 6(1) of the said Act before the Deputy Collector and Competent Authority U.L.C., Nagpur and on completion of his enquiry in respect of the aforesaid case, the Competent Authority declared the land admeasuring about 93227 Sq. Mt. as surplus vacant land and 4373 Sq. Mtrs. as retainable land within the meaning of the said Act.

03. That, said Smt. Kamalabai Ramaji Kaware and others being the owners of the said land applied for the exemption of the aforesaid surplus vacant land admeasuring about 93227 Sq. Mt. from acquisition by

ULC as per the guide lines issued by the Government of Maharashtra in Housing and Special Assistance Department in exercise of the powers conferred under Section 21 of the said Act. Considering their application the Collector and Competent Authority U.L.C. Nagpur by Order No. ATP/ULC/TD(74)/1482/1995 dt. 30.12.1995 exempted the aforesaid vacant land from the acquisition under the provisions of the said Act subject to certain terms and conditions contained therein.

04. That, said Smt. Kamalabai Ramaji Kaware and others applied for the change of the user of the said land from Agricultural purposes into the Non Agricultural residential use purposes and entire land was diverted from the Agricultural to non Agricultural residential user by the Additional Collector Officer, Nagpur vide order dt. 30.05.1996 passed in Revenue Case No. 28/NAP-34/95-96.

05. That, said Smt. Kamalabai Ramaji Kaware and others accordingly prepared a layout plan for residential plots as per the sanction of the ULC Scheme for the said entire land and the same was duly sanctioned and approved by the Nagpur Improvement Trust under an Agreement dt. 14.02.1997 made between the N.I.T. and Smt. Kamalabai Ramaji Kaware and others.

06. That, said Smt. Kamalabai Ramaji Kaware and others proceeded further and approached the Developer M/s Ganga Developers and requested it develop the said land of a residential lay out as per the plan sanctioned by N.I.T.

07. That, the said Developer and said Smt. Kamalabai Ramaji Kaware & Others entered into an Agreement in respect of the said land and the owners executed a General Power of Attorney on 30.09.1999 Book No. Add.-4, Volume No. 6 at pages 54 to 60 at Sr. No. 103 dt. 30.09.1999 in favour of Partners of Developer (i) Shri Pankaj Natwarlal Patel and (ii) Dr. Shri Khushal Parashram Bopche.

08. That, said owners through Power of Attorney Holder sold the Retainable Land admeasuring about 4373.00 Sq. Mtrs. to (i) M/s Ganga Developers, (ii) Shri Ghanshyam Balkrishna Purohit and (iii) Shri Sunil Gaurishankar Pacholi, by Sale Deed dt. 12.07.2004 registered with the Sub Registrar Nagpur – 7 at Book No. 1, at Sr. No. 1103 dt. 12.07.2004 and the names of said (i) M/s Ganga Developers, (ii) Shri Ghanshyam Balkrishna Purohit and (iii) Shri Sunil Gaurishankar Pacholi were mutated as co-owners of the said Retainable Land.

09. That, said (i) M/s Ganga Developers, (ii) Shri Ghanshyam Balkrishna Purohit and (iii) Shri Sunil Gaurishankar Pacholi further sold / transferred the said land being Retainable land - A, admeasuring about 4373.00 Sq. Mtrs. i.e. 47053.48 Sq. Ft. Out of the Layout known as GANGA – VIHAR to (i) Shri Sanjaykumar Nandkishore Didwaniya, (ii) Shri Vinod Balbhadra Goenka, (iii) Shri Suresh Balbhadra Goenka, (iv) Shri Rajendra Balbhadra Goenka (v) Shri Vijay Balbhadra Goenka and (v) Shri Pramod Balbhadra Goenka, by Sale Deed dt. 13.08.2007 registered with Sub Registrar Nagpur – 8 at Book No. 1 at Sr. No. 4569 dt. 13.08.2007 and the names of the said Purchasers were mutated in revenue records as the co-owners of the said land.

10. That, said (i) Shri Sanjaykumar Nandkishore Didwaniya, (ii) Shri Vinod Balbhadra Goenka, (iii) Shri Suresh Balbhadra Goenka, (iv) Shri Rajendra Balbhadra Goenka (v) Shri Vijay Balbhadra Goenka and (v) Shri Pramod Balbhadra Goenka, sold the said Retainable land to M/s Kukreja Infrastructures, by Sale Deed dt. 10.11.2020 registered with Sub Registrar Nagpur – 3 at Book No. 1 at Sr. No. 4220 dt. 10.11.2020 and the name of

M/s Kukreja Infrastructures is mutated in revenue records as the owner of the said land.

11. That the owner M/s Kukreja Infrastructure got the sanction of multistoried building plan comprising of commercial cum residential Apartments building from the Assistant Director, Town Planning Deptt., Nagpur Municipal Corporation, Nagpur vide Building Permit No. 187/BP/Wathoda/TP/NMC/176 dt. 16.06.2021 and the owner is constructing a building on the said plot of land known as Kukreja Infinity - East.

12. The owner submitted the said entire property to the provisions of The Maharashtra Apartment Ownership Act, 1970, by Deed of Declaration dt. .....2021 registered with Sub Registrar Nagpur - 3 in Book No. 1, at Sr. No. ..... dt. .....2021.

AND WHEREAS, the owners have now decided to sell the various Unit/Apartments to be erected on the said land to the prospective buyers simultaneously with carrying on the remaining development work in the said scheme so that the funds of the prospective buyers of various residential Apartments in the said scheme are utilised for development and the said scheme can be completed at earliest possible time,

AND WHEREAS, the PURCHASER/S hereinabove being interested to own one of the Residential /Commercial unit/ Apartment in the said building project, approached the owners herein and visited the office of the Owners situated on the said layout and also satisfied himself/herself/themselves in respect of the title of the said entire property and developer's authority and right to develop the said land and to sell the various constructed premises in the said scheme to the prospective buyers,

AND WHEREAS, the PURCHASER here-in-above approached to the OWNERS for the purchase of Apartment for his/her/their residential purpose admeasuring about ..... Sq. Mtrs. of Carpet area on ..... Floor in the of building to be known as "KUKREJA INFINITY - EAST" and has agreed to pay the cost of construction along-with the price for undivided share in land relatable to the built up area of the said Apartment to the OWNERS,

AND WHEREAS the OWNERS have 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;

AND WHEREAS the OWNERS is under the process of registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority;

AND WHEREAS the OWNERS has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the OWNERS accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of Ownership the OWNERS have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the OWNERS on the project land and to enter into Agreement/s with the ALLOTTEE/PURCHASER(s) of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the ALLOTTEE/PURCHASER, the OWNERS has given inspection to the ALLOTTEE/PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications

prepared by the OWNER's Architects Shri Reza Kabul 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the OWNERS, M/s Dwivedi & Khedkar Advocates, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the OWNERS to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto,

AND WHEREAS the authenticated copies of the revised plans of the Layout as approved by the concerned Local Authority I.E. Assistant Director, Town Planning, Nagpur Municipal Corporation, Nagpur have been annexed hereto,

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the OWNERS 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 WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the ALLOTTEE/PURCHASER, as sanctioned and approved by the local authority have been annexed hereto

AND WHEREAS the OWNERS has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the OWNERS 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.

AND WHEREAS the OWNERS has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the ALLOTTEE/PURCHASER has applied to the OWNERS for allotment of an Apartment No. ..... on ..... FLOOR situated in the building Name "KUKREJA INFINITY - EAST" being constructed on the said plot of land being the said Project,

AND WHEREAS the carpet area of the said Apartment is ..... square meters including enclosed balcony area and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the ALLOTTEE/PURCHASER or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the ALLOTTEE/PURCHASER, but includes the area covered by the internal partition walls of the apartment.

AND 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;
AND WHEREAS, prior to the execution of these presents the ALLOTTEE/PURCHASER has paid to the OWNERS a sum of Rs. ...../- (RUPEES ..... ONLY), being part payment of the sale consideration of the Apartment agreed to be sold by the OWNERS to the ALLOTTEE/PURCHASER as advance payment or Application Fee (the payment and receipt whereof the OWNERS both hereby admit and acknowledge) and the ALLOTTEE/PURCHASER has agreed to pay to the OWNERS the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the OWNERS has applied for registration of the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority & the Registration No. P50500.....

AND WHEREAS, under section 13 of the said Act the OWNERS is required to execute a written Agreement for sale of said Apartment with the ALLOTTEE/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 OWNERS hereby agrees to sell and the ALLOTTEE/PURCHASER hereby agrees to purchase the Apartment.

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

01. The OWNERS shall construct Building "KUKREJA INFINITY - EAST" consisting of Residential and Commercial Units on the parcel of land described above consisting of ground and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the OWNERS shall have to obtain prior consent in writing of the ALLOTTEES/PURCHASERS in respect of variations or modifications which may adversely affect the Apartment of the ALLOTTEE/PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

1(a) The ALLOTTEES/PURCHASERS hereby agrees to purchase from the OWNERS and the OWNERS hereby agrees to sell to the ALLOTTEES/PURCHASERS Apartment No. ..... having carpet area admeasuring ..... Sq. Metres on ..... FLOOR in the building "KUKREJA INFINITY - EAST" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for a consideration of RS. ...../- (RS. ..... ONLY) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The ALLOTTEES/PURCHASERS have paid on or before execution of this agreement a sum of RS. ...../- (RS. ..... ONLY), as advance payment or application fee and hereby agrees to pay to the that PROMOTER/OWNERS the balance amount of RS. ...../- (RS. ..... ONLY) in the following manner :-

MANNER OF PAYMENT

AMOUNT RS.	CH. NO.	DATED	**BANK**

FURTHER MANNER OF PAYMENT

i) Rs. _____/- (Rupees _____Only) ***(not exceeding 10% of the total consideration)*** paid by the Purchaser to the Developer/ Promoter/ Confirming Party at the time of Booking.

ii) Rs. _____/- (Rupees _____ Only) ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on execution of this Agreement.

iii) Rs. _____/- (Rupees _____ Only) ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the Plinth of the building / wing in which the said Apartment is located.

iv) Rs. _____/- (Rupees _____ Only) ***(not exceeding 55% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the 3RD floor slab and stilts of the building or wing in which the said Apartment is located.

v) Rs. _____/- (Rupees _____ Only) ***(not exceeding 60% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the 5th floor slab and stilts of the building or wing in which the said Apartment is located.

vi) Rs. _____/- (Rupees _____ Only) ***(not exceeding 65% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the 8th floor slab and stilts of the building or wing in which the said Apartment is located.

vii) Rs. _____/- (Rupees _____ Only) ***(not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the 11th floor slab and stilts of the building or wing in which the said Apartment is located.

viii) Rs. _____/- (Rupees _____ Only) ***(not exceeding 75% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the walls, internal plaster, Staircase, Lift Shaft of the said Apartment.

ix) Rs. _____/- (Rupees _____ Only) ***(not exceeding 80% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the External plaster, doors, lobbies upto the floor level of the said Apartment.

x) Rs. _____/- (Rupees _____Only) ***(not exceeding 85% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the external plumbing and Windows, elevation of the building or wing in which the said Apartment is located.

xi) Rs. _____/- (Rupees _____ Only) ***(not exceeding 95% of the total consideration)*** agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, terrace waterproofing ,Sanitary plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located

xii) Rs. _____/- (Rupees _____Only) agreed to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

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Rs. _____/- (Rs. _____).

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1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the OWNERS by way of Value Added Tax, Service Tax/GST, Cess and Insurance premium towards title of property and Building or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the OWNERS) up to the date of handing over the possession of the Apartment.

1(d) 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 OWNERS undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER for increase in development charges, cost, or levies imposed by the competent

authorities etc., the OWNERS shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/PURCHASER, which shall only be applicable on subsequent payments.

1(e) The OWNERS shall confirm the final carpet area that has been allotted to the ALLOTTEE/PURCHASER after the construction of the Building 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 price payable for the carpet area shall be recalculated upon confirmation by the OWNERS. If there is any reduction in the carpet area within the defined limit then OWNERS shall refund the excess money paid by ALLOTTEE/PURCHASER within 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 ALLOTTEE/PURCHASER. If there is any increase in the carpet area allotted to ALLOTTEE/PURCHASER, the OWNERS shall demand additional amount from the ALLOTTEE/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(f) The ALLOTTEE/PURCHASER authorizes the OWNERS 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 OWNERS may in its sole discretion deem fit and the ALLOTTEE/PURCHASER undertakes not to object/demand/direct the OWNERS to adjust his payments in any manner.

Note : Each of the instalments mentioned in the sub clause 1(b) shall be further subdivided into multiple instalments linked to number of floors in case of multi-storied building /wing.

2.1 The OWNERS 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 Apartment to the ALLOTTEE/PURCHASER, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the OWNERS as well as the ALLOTTEE/PURCHASER. The OWNERS shall abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEE/PURCHASER and the common areas to the association of the ALLOTTEE/PURCHASERs after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the ALLOTTEE/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 OWNERS as provided in clause 1 (b) herein above. ("Payment Plan").

03. The OWNERS hereby declares that the Floor Space Index available as on date in respect of the project land is as per the Building Plans sanctioned by the Competent Development Authority. The OWNERS has disclosed the Floor Space Index of Buildings as proposed to be utilized by it on the project land in the said Project and ALLOTTEE/PURCHASER has agreed to purchase the said Apartment based on the proposed construction

and sale of apartments to be carried out by the OWNERS by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to OWNERS only.

4.1 If the OWNERS fails to abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEE/PURCHASER, the OWNERS agrees to pay to the ALLOTTEE/PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE/PURCHASER, for every month of delay, till the handing over of the possession. The ALLOTTEE/PURCHASER agrees to pay to the OWNERS, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the ALLOTTEE/PURCHASER to the OWNERS under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/PURCHASER to the OWNERS.

4.2 Without prejudice to the right of OWNERS to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE/PURCHASER committing default in payment on due date of any amount due and payable by the ALLOTTEE/PURCHASER to the OWNERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/PURCHASER committing three defaults of payment of instalments, the OWNERS shall at his own option, may terminate this Agreement:

Provided that, OWNERS shall give notice of fifteen days in writing to the ALLOTTEE/PURCHASER, by Registered Post AD at the address provided by the ALLOTTEE/PURCHASER and mail at the e-mail address provided by the ALLOTTEE/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 ALLOTTEE/PURCHASER fails to rectify the breach or breaches mentioned by the OWNERS within the period of notice then at the end of such notice period, OWNERS shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the Purchaser, subject to deduction of a sum of Rs. ...../- (Rupees ..... Only) plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter / Owners as well as amount of any taxes like GST,would be deducted by the promoters

05. The OWNERS shall give possession of the Apartment to the ALLOTTEE/PURCHASER on or before ..... If the OWNERS fails or neglects to give possession of the Apartment to the ALLOTTEE/PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the OWNERS shall be liable on demand to refund to the ALLOTTEE/PURCHASER the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the OWNERS received the sum till the date the amounts and interest thereon is repaid.

Provided further that the OWNERS shall not deliver the actual physical possession of the said Apartment 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

Maintenance Corpus Fund, GST etc. are paid by the Purchaser in full to the Promoter hereto.

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

(i) War, civil commotion or act of God or Force Majeure situation for eg Covid Pandemic ;
(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.

6.1 Procedure for taking possession - The OWNERS, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/PURCHASER as per the agreement shall offer in writing the possession of the Apartment, to the ALLOTTEE/PURCHASER in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the OWNERS shall give possession of the Apartment to the ALLOTTEE/PURCHASER. The OWNERS agrees and undertakes to indemnify the ALLOTTEE/PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the OWNERS. The ALLOTTEE/PURCHASER agree(s) to pay the maintenance charges as determined by the OWNERS or association of ALLOTTEE/PURCHASERs, as the case may be. The OWNERS on its behalf shall offer the possession to the ALLOTTEE/PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

6.2 The ALLOTTEE/PURCHASER shall take possession of the Apartment within 15 days of the written notice from the OWNERS to the ALLOTTEE/PURCHASER intimating that the said Apartments are ready for use and occupancy:

6.3 Failure of ALLOTTEE/PURCHASER to take Possession of Apartment: Upon receiving a written intimation from the OWNERS as per clause ..the ALLOTTEE/PURCHASER shall take possession of the Apartment from the OWNERS by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the OWNERS shall give possession of the Apartment to the ALLOTTEE/PURCHASER. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided in clause ..such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges as applicable.

07. The ALLOTTEE/PURCHASER shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

08. That the Promoter / Owners has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment 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.

9.1 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 Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.2 Within 15 days after notice in writing is given by the OWNERS to the ALLOTTEE/PURCHASER that the Apartment is ready for use and occupancy, the ALLOTTEE/PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEE/PURCHASER shall pay to the OWNERS such proportionate share of outgoings as may be determined. The ALLOTTEE/PURCHASER further agrees that till the ALLOTTEE/PURCHASER's share is so determined the ALLOTTEE/PURCHASER shall pay to the OWNERS monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE/PURCHASER to the OWNERS shall not carry any interest and remain with the OWNERS until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the OWNERS to the Society or the Limited Company, as the case may be.

10. The ALLOTTEE/PURCHASER shall on or before delivery of possession of the said premises will pay to the OWNERS, the following amounts :-

(i) An amount of Rs. ...../- for Charges towards Electric Meter and Transformer.
(ii) An amount of Rs. ...../- towards the Maintenance Corpus Fund.

11. The ALLOTTEE/PURCHASER shall pay to the OWNERS a sum of all for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the OWNERS in connection with cost of preparing and engrossing the Agreement To Sell / conveyance.

12. At the time of registration of Sale Deed / conveyance, the ALLOTTEE/PURCHASER shall pay to the OWNERS, the ALLOTTEE/PURCHASER's share of stamp duty and registration charges payable.

13. REPRESENTATIONS AND WARRANTIES OF THE OWNERS
The OWNERS hereby represents and warrants to the ALLOTTEE/PURCHASER as follows:

i. The OWNERS has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The OWNERS 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 OWNERS has 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 OWNERS has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/PURCHASER created herein, may prejudicially be affected;

vii. The OWNERS 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 [Apartment/Plot] which will, in any manner, affect the rights of ALLOTTEE/PURCHASER under this Agreement;

viii. The OWNERS confirms that the OWNERS is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the ALLOTTEE/PURCHASER in the manner contemplated in this Agreement;

ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

X At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/PURCHASERs the OWNERS shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEE/PURCHASERs;

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

xii. 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 OWNERS in respect of the project land and/or the Project except those disclosed in the title report.

14. The ALLOTTEE/PURCHASER/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the OWNERS as follows :-

i. To maintain the Apartment at the ALLOTTEE/PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the ALLOTTEE/PURCHASER in this behalf, the ALLOTTEE/PURCHASER shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the OWNERS to the ALLOTTEE/PURCHASER and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/PURCHASER committing any act in contravention of the above provision, the ALLOTTEE/PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the PROMOTER and/or the Association of the Apartment Owners.

v. Not to do or perform any activity, which will result in damages to the said Apartment 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.

vi. 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or

any portion of the project land and the building in which the Apartment is situated.

viii. Pay to the OWNERS within fifteen days of demand by the OWNERS, 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 Apartment 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 Apartment by the ALLOTTEE/PURCHASER for any purposes other than for purpose for which it is sold.

x. The ALLOTTEE/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 Apartment until all the dues payable by the ALLOTTEE/PURCHASER to the OWNERS under this Agreement are fully paid up.

xi. The ALLOTTEE/PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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 ALLOTTEE/PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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.

15. The Promoter / Owners shall maintain a separate account in respect of sums received by the PROMOTER from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges.

16. 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.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The ALLOTTEE/PURCHASER shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the OWNERS until the said structure of the building is transferred to the prospective buyers.

18. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/PURCHASER by the OWNERS does not create a binding obligation on the part of the OWNERS

or the ALLOTTEE/PURCHASER until, firstly, the ALLOTTEE/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 ALLOTTEE/PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the OWNERS. If the ALLOTTEE/PURCHASER(s) fails to execute and deliver to the OWNERS this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the OWNERS, then the OWNERS shall serve a notice to the ALLOTTEE/PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/PURCHASER, application of the ALLOTTEE/PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTEE/PURCHASER without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes 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 apartment/plot/building, as the case may be.

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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 ALLOTTEE/PURCHASERs of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the ALLOTTEE/PURCHASER has to make any payment, in common with other ALLOTTEE/PURCHASER(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project apart from the initial Maintenance Corpus fund .

25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the OWNERS through its authorized signatory at the OWNERS's Office, or at some other place, which may be mutually agreed between the OWNERS and the ALLOTTEE/PURCHASER, in after the Agreement is duly executed by the ALLOTTEE/PURCHASER and the OWNERS 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.

27. The ALLOTTEE/PURCHASER and/or OWNERS shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the OWNERS will attend such office and admit execution thereof.

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

Name of ALLOTTEE/PURCHASER:
Mr. .....
.....
Nagpur – 4400.....
Notified Email ID:

OWNERS name:
M/S KUKREJA INFRASTRUCTURES
Plot No. 17, Sugat Nagar,
Jaripatka, Nagpur - 440014
Notified Email ID:

It shall be the duty of the ALLOTTEE/PURCHASER and the OWNERS 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 OWNERS or the ALLOTTEE/PURCHASER, as the case may be.

29. JOINT ALLOTTEES

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

30. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/PURCHASER.

31. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

That 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at NAGPUR in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE OF THE APARTMENT AGREED TO BE SOLD UNDER THIS AGREEMENT

ALL THAT entire R. C. C. Superstructure comprising of Apartment bearing No. ..... covering a Carpet Area of ..... Sq. Mtrs along with attached terrace admeasuring about ..... Sq Mtrs on the ..... FLOOR together-with .....% proportionate undivided share and interest in land on the ..... FLOOR in the building to be known as KUKREJA INFINITY - EAST to be constructed on Project land being ALL THAT piece and parcel of land being declared as Retainable land - A, admeasuring about 4373.00 Sq. Mtrs. i.e. 47053.48 Sq. Ft. being North East Portion on the Layout known as GANGA – VIHAR situated on non agricultural land being ALL THAT piece and parcel of entire residential lay out plotable admeasuring about 30658.00 Sq. Mtrs. bearing Survey Khasara No. 43-44/2, Patwari Halka No. 34-A, admeasuring about 9.76 Hectares bearing City Survey No. 170, Sheet No. 332/39-40, situated at Mauza : Wathoda, bearing Municipal House No. 2230, Ward No. 21, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur and the entire land is bounded as under :

ON THE NORTH	:	WATHODA VILLAGE ROAD
ON THE EAST	:	LAY OUT ROAD
ON THE WEST	:	LAY OUT ROAD
ON THE SOUTH	:	LAY OUT ROAD

AND THE APARTMENT IS BOUNDED AS UNDER:

ON NORTH :
ON EAST :
ON WEST :
ON SOUTH :

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE/PURCHASER:

.....
SHRI .....

at Nagpur in the presence of WITNESSES:

Shri

_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

_____
SHRI SHRAVAN G. KUKREJA
Partner **M/S KUKREJA INFRASTRUCTURES**
PROMOTER / LAND OWNER

at Nagpur in the presence of WITNESSES:
Shri

_____

ANNEXURE

[Description of common areas and Specifications]

SR. NO.	AMENITIES
(1)	GYM
(2)	KIDS PLAY AREA
(3)	YOGA/MEDITATION CENTRE
(4)	SQUASH COURT
(5)	FITNESS CENTRE
(6)	SWIMMING POOL DECK
(7)	SWIMMING POOL
(8)	OPEN TERRACE/ WALKING TRACK
(9)	RECEPTION AREA
(10)	WAITING AREA
(11)	COMMON TOILETS + CHANGING ROOM

SPECIFICATIONS

- INTERCOM CONNECTIVITY
- NATURAL LIGHT & CROSS VENTILATION
- HIGH END ANTI SKID ITALIAN TILES IN BALCONY
- GLASS RAILING IN BALCONY
- FLUSH DOORS WITH VENEER FINISHON BOTH SIDES
- FRENCH WINDOWS WITH CLADDING ON SILS & JAMBS
- HEAVY SECTION ALUMINIUM WINDOWS
- AGGLOMERATED ITALIAN MARBLE FLOORING
- EXCLUSIVE UTILITY AREA IN KITCHEN WITH PROVISION FOR WASHING MACHINE
- TOILET- COMBINATION OF DESIGNER TILES ON FLOORING AND UP TO 8’-0’ HT.
- PREMIUM WATER- EFFICIENT SANITARY WARE- TOTO /HANSGROHE/ JAQUAR OR EQUIVALENT
- PROVISION OF TV/ PHONE/ INTERNET
- ELECTRICAL LIGHT POINTS WITH FIXTURE
- PROVISION FOR SPLIT AC
- HUGE DROP OFF AREA
- THREE LEVEL SECURITY

- HIGH SPEED ELEVATORES & STRETCHER LIFTS
- DOUBLE HEIGHT ENTERANCE LOBBY
- FIRE STAIRCASE
- EARTHQUAKE RESISTANT STRUCTURE
- D.G. POWER BACKUP TO COMMON AREA
- MULTILEVEL PARKING
- FIRE ALARM SYSTEM/ SPRINKLERS/ HOOTERS FOR COMMON AREAS