ARTICLES OF AGREEMENT

FOR RS. /- ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY.

Made and executed on this _____ day of _____, **20**____ at Nagpur.

HIMALAYA INFRAPROJECTS SUNSHINE UNIT II (PAN: AACAH1890E), having registered office at 189, Shivaji Nagar, Nagpur 440010.

An Association of persons comprising of

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

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

Kunal Duddalwar S/o. SunilDuddalwar aged about ___ yrs, Occupation - Business, Resident of 98, Shivajinagar Nagpur, Tahsil and District –Nagpur

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

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

AND

1. _____ (PAN No. _____) (AADHAR No. _____), Aged about ____ years, Occupation: _____ &
2. _____ (PAN No. _____) (AADHAR No. _____), Aged about ____ years, Occupation: _____

Both Resident of _____

HEREAFTER called or referred to as **'the Commercial / Residential Apartment Purchaser or Purchaser'** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Commercial / Residential ApartmentPurchaserabove named, as also his/her/their respective heirs, successors, executors and administrators)THE PARTY OF THE OTHER PART.

1.RECITALS

1.WHEREAS in this Deed unless it is contrary or repugnant tothe context thereof, the following words or terms shall have the following meaning:

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

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

iii. **Apartment Building** shall mean construction of the Building being named as **HIMALAYA SUNSHINE LOTUS APARTMENTS** consisting of Two Wings viz., **RESIDENTIAL** Wing and **COMMERCIAL** Wing and the wings attached at the Stilt Level and First Floor level, for which the Building Plans have been sanctioned by NIT vide **Building Permit No. B.E. (WEST)/CaseNo.BUL-G-124/Tracking No. 20210706112 /407 dated 11/03/2022** consists of Lower Ground(Basement), Upper Ground and First Floor of Commercial Wing and Stilt for Parking and 10 (TEN) Upper Floors of Residential Wing in **HIMALAYA SUNSHINE LOTUS APARTMENTS** and comprise 19 (Nineteen) Commercials of various sizes with 6(Six) Commercials each on Lower Ground and Upper Ground Floor and 7(Seven) Commercials on the First Floor of the Commercial Wing and 45(Forty Five) Apartments of various sizes with 4 (Four) Apartments on each of the First floor and Second Floorand 5 (Five) Apartments on eachfrom the Third floorup to Ninth Floor and 2(Two) Apartments on the Tenth Floor of the Residential Wing.Likewise there is Recreational Hall for the Residential Wing on the Tenth Floor. The **Building Permit and Plan** sanctioned by NIT of the said building annexed hereto as **Annexure C** and**Annexure D** forming part of this Agreement.

iv. **Apartmentor Residential Apartment** shall mean and include an Apartment in the **HIMALAYA SUNSHINE LOTUS APARTMENTS**

which is being numbered _____ situated on _____ **Floor** of **RESIDENTIAL** Wing, having a **Carpet Area** admeasuring _____ **M².** **(**_____ **Sq. ft.), Built-Up Area** admeasuring _____ **M². (**____ **Sq. ft.), Common Built-Up Area** admeasuring _____ **M². (**_____ **Sq. ft.), Open Balcony Area** admeasuring about _____ **M². (**____ **Sq. ft.)** along with _____**% undivided share** in the Said Plot and the Common Area, both the Apartment and the said Undivided share being collectively and cumulatively called as Apartment and more particularly described in the schedule I here under written, and the said plot being marked in hatched portion on the said layout plan annexed hereto as Annexure B and the Building Permit and Sanctioned Building Map of the Said Apartment Building annexed hereto as Annexure C and Annexure D and the annexure forms part of this Agreement.

v. **Commercial Apartment** shall mean and include a Commercial in the **HIMALAYA SUNSHINE LOTUS APARTMENTS** which is being numbered _____ situated on _____ **Floor** of **COMMERCIAL**Wing, having a **Carpet Area** admeasuring _____ **M². (**_____ **Sq. ft.), Built-Up Area** admeasuring _____ **M². (**____ **Sq. ft.), Common Built-Up Area** admeasuring _____ **M². (**_____ **Sq. ft.)** along with _____**% undivided share** in the Said Plot and the Common Area, both the Commercial and the said Undivided share being collectively and cumulatively called as Commercial or Commercial Apartment and more particularly described in the schedule I here under written, and the said plot being marked in hatched portion on the said layout plan annexed hereto as Annexure B and the Building Permit and Sanctioned Building Map of the Said Apartment Building annexed hereto as Annexure C and Annexure D and the annexure forms part of this Agreement.

vi. **Apex body, Apex Society or Ultimate Organization** shall mean the Plot Holders Co-operative society or other permissible legal entity to be formed in respect of the Himalaya Sunshine Layout as contemplated in Clause 8.4 of this Agreement.

vii. **Apartment Owners Association** shall mean an organization of the Commercial and Apartment Owners of the HIMALAYA SUNSHINE LOTUS APARTMENTS to be constructed on the Said Plot formed or to be formed, for the upkeep and maintenance of defined services and works of the Said Apartment Building and land appurtenant thereto, in accordance with the provisions of the Maharashtra Apartment Ownership Act 1970.The Apartment Owners Association shall, if permitted under the provisions of any relevant law for the time being in force, be member or associate member of theApex body, Apex Society or Ultimate Organizationto be formed for the for the upkeep and maintenance of defined services and works in the Himalaya Sunshine Layout and as contemplated in Clause 8.1 of this Agreement.

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

ix. **Common Area** shall mean and include Stair case, Lifts Room, Pump house, Borewell, Water Sumps and Overhead Water Tank, Plumbing and Electrical Network throughout the Buildings etc, which is more

particularly described Fourth Paragraph of the, as duly amended and corrected, Deed of Declaration.

x. **Common Built-up area** means summation of all built-up area covering lobbies on each floor and Common Recreational Hall on 10TH Floor,CommonRoom in the Stilt including Meter Room, Society Office and Toilets for Association Staff, proportionate are of Staircase, Lift well or any other area calculated as built-up by the local authority, whether premium or not.

xi. **Common expenses** shall mean and include a proportionate share of the costs, charges and expenses for working, maintenance, upkeep, repairs and replacement of the common amenities including proportionate share of the municipal taxes, property tax and other taxes and levies relating to or connected with the Said Plot.

xii. **Common Infrastructure or external Development, which is in relation to Himalaya Sunshine Layout,** shall mean

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

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

c. Development of sport facility constructed on open spaces Viz; Netted Sports Play court, Kids Play Area, open space and Outdoor Gymnasium etc., for the use of the purchasers of Commercials, Bungalows, Row Houses or Apartments in the Himalaya Sunshine Layout.

xiii. **Consideration**shall mean the amounts payable / agreed to be paid by the Purchaser for purchase of Commercial / Residential Apartment and will be the aggregate of the Consideration Value set out at in clause 2.1 of this Agreement.

xiv. **Date of completion of Himalaya Sunshine Layout** shall mean **31ST DECEMBER 2024** being the date on or before which the LAND OWNER undertakes to complete all the common infrastructure development including the facilities and amenities being provided on the open spaces and also the construction of Community Hall or Meditation Hall.

xv. **Date of Completion and Possession of the Project** shall mean **31st DECEMBER 2024 or such other date as may extended by the RERA Authority** under the RERA Regulationsand the Promoter, by written intimation, makes the Commercial Apartment or Residential Apartment, as the case may be, available to the Purchaser along with the Completion Certificate or Occupancy Certificate in respect of the **HIMALAYA SUNSHINE LOTUS APARTMENTS**, (the Completion Certificate or Occupancy Certificate maybe for Said **HIMALAYA SUNSHINE LOTUS APARTMENTS** or part or whole of the said Apartment Building).

xvi. **Extra Sums** shall mean and include the following

a. Indirect taxes as defined in Clause 1 xvii.

b. Any other Taxes or Duties or Levies as may be chargeable in future by the Government whether state or central or any other local body or local Government.

c. MSEDCL connection charges including cabling and Transformer and Electrical Panel procurement and installation charges and meter deposit.

d. Water connection charges including pipe laying cost, meter deposit and other incidental charges.

e. Shares for membership and Entry Fee of the society and of Apex body. Also corpus or sinking fund contribution for society or Apex body as stipulated in clause 8.7.

f. Outgoings or maintenance charges provisionally deposited with the Promoter as stipulated in clause 8.5.

g. Professional fees of Attorney at Law/Advocate of the Promoters in connection with preparation of Articles of Agreement,

Supplementary Agreement, for formation and registration of the Society and for preparation and registration of a Deed of Conveyance of the said Commercial or Residential Apartment.

f. Any other extra charges or sums including sums for maintenance purposes or any other purposes, as specified in this Agreement and quantified by the Promoter.

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

xviii. **Himalaya Sunshine Layout** shall mean the layout of plots, on the Said Land, consisting of Plot No. 66situated in the Himalaya Sunshine Layout, admeasuring 2504.481 Square Meters and which is part of the said Himalaya Sunshine Layout situated on the Said Land Non Agricultural lands bearing Kh./Survey/Gut Nos. 38 of MOUZA – DABHA, P.S.K. 7 having an area of 3.29 Hectares, (OR 8.13 Acres), Rental Rs. 13.00 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Way, Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto along with a well with Electric Motor and pump installed thereon, Electric Meter bearing City Survey Nos. 270/66 and Sheet No. 64 of Mouza – Dabha, situated at Dabha, Nagpur within the limits of Nagpur Municipal Corporation Ward No. 68 in Tahsil and District – NAGPUR.

The aforesaid entire property is bounded as under:

ON THE EAST : BY 9 meter wide Road and Plot No. 67

ON THE WEST : BY Amenity Area in the Layout

ON THE NORTH : BY 9 Mtrs. wide Road, Plot No. 45 and 44

ON THE SOUTH : BY 12 meter wide Main Road

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

xix. **Indirect Tax or Indirect Taxes** means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, but excluding any Direct Tax.

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

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

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

xxiii. **Open Space, in relation to Himalaya Sunshine Layout,** shall mean and include three plot collectively and cumulatively admeasuring 4902.93 M^2 (52765.128 Sq. ft.) and which are left open under the DCR of Nagpur Improvement Trust Nagpur while sanctioning the Himalaya Sunshine Layout, and on which the Promoter is developing under the permission by the Nagpur Improvement Trust Nagpur develop Community Hall or Meditation Hall or Multi Sport Facilities.

xxiv. **Paid Amenity Facility** shall mean the amenity facility being developed by the Land Owner on the Amenity Plot, earmarked by the Land Owner for Paid Amenity Facility, owned by the Land Owner and

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

xxv. **Plans** shall mean the site plan or typical floor plans for construction of the Said Apartment Building consisting of two wings got sanctioned by the Promoter on the Said Plot in the name of and on behalf of the Land Owner, vide Building Permit No. B.E. (WEST)/CaseNo.BUL-G-124/Tracking No. 20210706112 /407 dated 11/03/2022from the Nagpur Improvement Trust on that behalf or any plan including revised plan and plan for extension or modification thereof.

xxvi. **Project**shall mean the Apartment Building being developed and constructed on Said Plot with **RERA registration number** _____. The Project may be part of a larger layout named and styled as Himalaya Sunshine Layout on the Said Land.

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

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

xxix. **Proportion** shall mean the proportion of ratio which the Carpet Area of any Commercial or Residential Apartment bears to the summation of Carpet Areas of all the Commercials and Residential Apartments comprised in the Apartment Building being constructed on the Said Plot for the time being.

xxx. **Purchaser** shall mean and include.

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

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

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

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

xxxi. Refund Amount shall mean:

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

b. For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Promoter receives credit for the same from the relevant Authority.

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

registration charges, brokerage charges, till the date of payment of the Refund Amount.

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

xxxii. **Relevant Applicable Law** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.

xxxiii. **RERA** shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.

xxxiv. **Said Land** shall mean

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

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

xxxv. **Said Plot** shall mean

All that piece and parcel of Land bearing Plot No. 66, situated in the Himalaya Sunshine Layout, admeasuring 2504.481 M^2 (Sq. ft.) and which is part of the said Himalaya Sunshine Layout situated on the Said Land as afore said described.

Hereinafter the plot No. 66 situated in the Himalaya Sunshine Layout being referred to as in this Agreement as Said Plot and Shaded in the layout plan annexed hereto as Annexure B and forming part of this Agreement.

xxxvi. **Total Built-up** shall mean the summation of built up area measured at floor level of Commercial or Residential Apartmenttaking the external dimensions of the Said Commercial or Residential Apartment (save party wallsseparating oneCommercial / Residential Apartment from the other, of which 50 per cent only to be added) and Proportionate common built-up area attributable to the said Commercial or Residential Apartment.

xxxvii. **Total Consideration** shall mean aggregate of Consideration as defined in clause 1 xii of this Agreement and Extra Sums as defined in clause 1 xviof this Agreement and further includes any changes in Consideration Value as per the terms of Clause 2.6.

2. WHEREAS the LAND OWNERS herein above named are the Co-Owners in possession of the property comprising ALL THOSE Pieces and Parcel of Agricultural lands bearing Kh. Nos. 38, having an area of 3.29Hectares (i.e. 8.13 Acres), Rental Rs 13.00, both held in Occupancy Class I Rights of MOUZA – DABHA. P.S.K. 7, Together with all types of Trees, Shrubs, passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, along with a Well with Electric connection in Kh. No. 38. Bearing City Survey Nos. 270/66 and Sheet No. 64 situated at Dabha, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR. (Here in after called as 'Said Land').

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

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

5. AND WHEREAS the LAND OWNERS have applied to the District Collector Nagpur for converting the said land for Non Agricultural use and the District Collector Nagpur vide revenue case no. 219/NAP-34/2016-17 Dated 01/03/2017 converted the Said Land for Non-Agricultural use.

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

7. AND WHEREAS the Land Owners have applied to the Nagpur Improvement Trust Nagpur for sanction of Lay-out Plan on the Said Land and the Assistant Director Town Planning Nagpur Improvement Trust sanctioned the said Layout Plan submitted by the Land Owners vide

Sanction Letter No. ADTP/Pl./2441 Dated 3rd April 2017 and the Land Owners have also executed an Agreement of even date with the Nagpur Improvement Trust Nagpur for undertaking development of infrastructure such as open spaces, roads, storm water pipes, water supply pipes, drainage pipes and other development in the said layout. Hereinafter the layout being referred to as in this Agreement as Himalaya Sunshine Layout and the copy of the said layout being annexed to this agreement as Annexure B.

8. AND WHEREAS THE Land Owners have undertaken deliberations and discussions regarding the disposal of the Himalaya Sunshine Layout so as to enhance and generate the income out of the effort taken by them and pursuant to their discussions by and between the persons constituting Land Owners hereto, the Land Owners have decided to undertake development of the said plot under the aegis of Association Of Persons (AOP) constituting all the three of them as members of the said AOP under the name style HIMALAYA INFRAPROJECTS SUNSHINECOMMERCIAL / RESIDENTIAL APARTMENT II and with this specific objective of the construction and development of Apartment Building on the Said Plot situated in the Himalaya Sunshine Layout, and the Said Plot admeasure 2504.481 Square Meters and which is part of the Himalaya Sunshine Layout situated on the Said land. (Hereinafter referred to as Said Plotand shown inhatched portionon the layout plan annexed hereto as Annexure B).

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

10.AND WHEREAS the Promoters herein have entered into a Standard Agreement with the Architects registered with Council of Architects and such Agreement is as per the Agreement prescribed by Council of

Architects and has also entered into an Agreement with the Structural Engineers for the preparation of structural design and drawings of HIMALAYA SUNSHINE LOTUS APARTMENTS and these structures being part of the Project on the Said Layout and Promoters have accepted the professional supervision of such Architect/s and Structural Engineers till completion of said Project.

11.AND WHEREAS accordingly the Promoters herein got the necessary building plans in respect of the Said Apartment Building which will ultimately consisting of 19 Commercials and 45 Residential Apartments being part and parcel of the HIMALAYA SUNSHINE LOTUS APARTMENTS to be constructed on the Said Plot which is part of the layout named and styled as Himalaya Sunshine Layout, prepared from its Architect and got the necessary permission to commence the construction from the Nagpur Improvement Trust Nagpur vide its Building Permit / Commencement Certificate No. B.E. (WEST)/CaseNo.BUL-G-124/Tracking No. 20210706112 /407 dated 11/03/2022.

12.AND WHEREAS the Promoters herein have proposed only the plans for the construction of the said Apartment Building being part of the Himalaya Sunshine Layout and being constructed on the Said Plot, by consuming the FSI allocable and allowable (including TDR and Additional FSI) to the Said Plot of the Himalaya Sunshine Layout on which the said Apartment Building is being constructed.

13.AND WHEREAS in this manner the Promoters herein in their individual capacity as also in their capacity as the constituents of the said Association of Persons, named and styled as HIMALAYA INFRAPROJECTS SUNSHINE UNIT II, are entitled to construct the said Commercial/Residential Apartment being part of the Said Apartment Building on the said plot being part of the said Himalaya Sunshine Layout and are also entitled to enter into various Agreement/s for the sale of various Commercials or Residential Apartmentswith various intending third party Purchaserthereof.

14.AND WHEREAS the Purchaserdemanded from the Promoters herein and the Promoters herein have given inspection, in regard to the said

Commercials or Residential Apartmentsherein, of all documents of title relating to the said Land including that of SaidPlotand the Himalaya Sunshine Layout, the sanctioned plans from Nagpur Improvement Trust, Nagpur or Nagpur Municipal Corporation, as the case may be, and Designs prepared by the Promoter's Architect and of such other documents as are specifiedunder Relevant Applicable Laws and the Purchaseris/are satisfied about the same.

15.AND WHEREAS the Copies of Certificate of **Title and Search Report** issued by the Advocate of the Promoters, showing the nature of title of the said Promoters of the Said Plot, on which the said Commercials or Residential Apartmentsbeing part of the Said Apartment Building to be constructed, is annexed hereto as **Annexure F** andPurchaseris satisfied about the marketable title of the said Promoters to the said plot and every part thereof.

16.AND WHEREAS the Purchaserhas been provided by the Promoters with copies of all documents necessary for verification of title and that, before execution of the Agreement, Purchaserhas got such title verified through his advocate and has satisfied himself in respect of the marketable title of the Promoters in respect of the said plot and the Purchaserhas agreed to purchase said Commercials or Residential Apartments being part of the Said Apartment Building to be constructed on the Said Plot being part of the said layout named and styled as Himalaya Sunshine Layout in the said Project, after perusal of the building plans sanctioned by the concerned local authority and also all the other relevant papers and documents.

17.AND WHEREAS the Purchaser has read and understood all the terms and conditions of all the documents of title of the Said Plot and also the Purchaserhas read and understood all the contents of the indemnity bonds/ undertakings, etc. given by the Promoters to the Collector/Nagpur Municipal Corporation/Nagpur Improvement Trust Nagpur or any other authority, and terms and conditions mentioned in Building Permit /Commencement Certificate andPurchaseragree/s that this agreement is

subject to the said terms and conditions and the same are also binding on him.

18.AND WHEREAS the Purchaseris aware of the fact that the Promoters have entered or will enter into similar and/or separate Agreement/s with several other purchasers, persons and parties in respect of the Commercials or Residential Apartmentsbeing part of the Said Apartment Building to be constructed on the Said Plot being part of the Said Project of the layout named and styled as Himalaya Sunshine Layout.

19.AND WHEREAS the Purchaserapplied to the Promoters for allotment ofthe said Commercials or Residential Apartments being part of the Said Apartment Building to be constructed on the Said Plot being part of the layout named and styled as Himalaya Sunshine Layout, and the said Commercials or Residential Apartmentshaving Carpet Area admeasuring ____ M^2. (_____ Sq. ft.), Built-Up Area admeasuring _____ M^2. (_____ Sq. ft.), Common Built-Up Area admeasuring _____ M^2. (_____ Sq. ft.), Open Balcony Area admeasuring about _____ M^2. (_____ Sq. ft.), (which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaserherein and has no complaints about the same), being part of the Said Apartment Building constructed on said plot being part of the said Himalaya Sunshine Layout situate on the Said Land and to be constructed by using the total FSI allowable and allocable to the said plot and which is hereafter called or referred to as 'the said Commercial / Residential Apartment' and the same is more particularly described in Schedule I written hereunder and the sanctioned plans being hereto annexed forming part hereof and the same is more particularly delineated on the plan marked as Annexure D, forming part hereof.

20.AND WHEREAS the Promoters herein have agreed to sell to the Purchaserthe said Commercial or Residential Apartment and the sale of the said Commercial or Residential Apartment is on the basis of carpet area only and the Purchaseris aware that due to the skirting and variation in plaster, the carpet area varies, the variation may be approximately three percent and the Purchaserconsents for the same and is aware that

the consideration being lump sum will not change, further the Purchaseragree not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the Agreement.

21.AND WHEREAS prior to the execution of this Agreement the Purchaserhas paid sums to the Promoters which will be adjusted against the total consideration payable in the manner more particularly set out in Clause 2.2 of Schedule of Installment hereunder written, being part payment of the total consideration of the Said Commercial or Residential Apartment agreed to be sold by the Promoters to the Purchaser, as advance payment or deposit and the Purchaserhas also agreed to pay to the Promoters herein the balance of the total Consideration in the manner hereafter appearing.

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

1. TITLE AND ESSENTIAL DISCLOSURES

1.1 The Promoters have made full and true disclosure of the title of the said Plot as well as the encumbrances, if any, known to the Purchaser, the Promoters have also disclosed to the Purchasernature of its right, title and interest and right to construct and sell 'the said Commercial or Residential Apartmentbeing part of the Said Apartment Building' on the said Plot and the Promoters have also given inspection of all documents to the Purchaser. Further the Purchaserhas carried out the search and investigated the title by appointing his own Advocate, if any, in regards to title, interest, building plans etc. The Purchaser having acquainted and satisfied himself with all the facts and nature of right of the Promoters has entered into this Agreement. The Purchaserherein after shall not be entitled to challenge or question the title of the Promoters and the right of the Promoters to enter into this Agreement, the Promoters are to construct 'the said Commercial or Residential

Apartment being part of the Said Apartment Building' on the said plot being part of the Himalaya Sunshine Layout situate on the said land in accordance with the plans, design, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser.

1.2 That Purchaser is aware that the Land Owners have availed mortgage loan from Andhra Bank Branch Dharampeth Nagpur (now after amalgamation Union Bank of India Dharampeth Nagpur) by creating a primary charge on the Said Plot and the Promoter intends to apply to Union Bank of India or any other Bank, Housing Finance Company or Financial Institution for availing construction finance for the purposes of said project and the said plot will be mortgaged to the said financer against the availment of the said finance, however the Purchaser will be issued No Objection Certificate by the said financial Institution in the event of the Purchaser desires to avail the Housing Finance from the said financial institution or any other financial institution including any banking institution.

1.3 That the Purchaser do hereby accord his unconditional consent for the transactionalready occurred between the Land Owner and the Union Bank of India and further accord his consent to Promoter for his intended finance transaction in the form of construction finance with the said Bank or any other financial Institution and do hereby confirm that the Promoter has duly complied with the requirements of Relevant Applicable Laws.

1.4 That the promoter shall liquidate such portion of the said construction finance as is proportional to the said Commercial or Residential Apartment or such amount as may be demanded by the said financier for execution of final deed of sale of the said Commercial or Residential Apartment in favour of the Purchaser and shall also obtain no dues certificate or release letter from the said financier in respect of the said Commercial or Residential Apartment.

1.5 That the Promoter shall obtain prior consent in writing of the Purchaser

in respect of variations or modifications which may adversely affect the Said Commercial or Residential Apartment of the Purchaserexcept any alteration or addition required by any Government authorities or due to change in law.

1.6 The Promoter has, with the view to transfer said Commercial or Residential Apartment to the Purchaser with all rights of hereditaments, submitted the Said Plot under the provisions of the Maharashtra Apartment Ownership Act, 1972 by executing and registering the **Deed Of Declaration** under section 2 of the Said Act vide registered document number _____at the office of the Sub-Registrar No.4 class II Nagpur City.

The said Deed of Declaration, as amended and corrected, describe the undivided share in common areas and the said plot, Built-up area, carpet area balcony area, common built-up areaetc., in respect of all the Commercial or Residential Apartments which are sanctioned as described therein and in this agreement.

1.7 That the Purchaser is aware that the said plot and the project being developed is a part of the Himalaya Sunshine Layout and the entry and exit gates provided to the said project have direct access to the Dabha Main Street which lies on the Southernboundary of the said plot. The Purchaser is made aware and the Purchaser do hereby accept that the parking of vehicles is provided under the stiltsas well as under sheds to be erected along with periphery of the area appurtenant to the said apartment building will be reserved for exclusive use of Apartment owners of the Residential Wing. Likewise the Purchaser is aware that the Open Parking earmarked in front of the Commercial wing will be reserved for exclusive use of the Commercial Apartment Owners of the Commercial Wing and the purchaser is not entitled to park his vehicle in any of the internal roads of the said Himalaya Sunshine Layout.

2. AGREEMENT OF SALE AND TOTAL CONSIDERATION

2.1 The Purchaser hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser the Said Commercial / Residential Apartment which is being numbered_____ situated on _____ Floor of the Commercial Wing / Residential Wing of the HIMALAYA SUNSHINE LOTUS APARTMENTS to be constructed on the Said Plot being part of the layout named and styled as Himalaya Sunshine Layout, for a Consideration of **Rs. _____/- (Rs. _____only),** and said Commercial / Residential Apartment comprises _____% Undivided share in the Said Plot and Common Area and a Carpet Area admeasuring _____ M^2 (_____ Sq. ft.), Built-Up Area admeasuring _____ M^2. (____ Sq. ft.), Common Built-Up Area admeasuring _____ M^2. (_____ Sq. ft.), Open Balcony Area admeasuring about _____ M^2. (_____ Sq. ft.)(which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaser herein and has no complaints about the same), and the same is more particularly and specifically described in Schedule I written hereunder and the sanctioned plans being hereto annexed forming part hereof and the same is more particularly delineated on the plan marked as Annexure D. The amount herein above stated includes consideration for the construction of the said Commercial / Residential Apartment and common built-up area attributable to the said Commercial / Residential Apartment of the Apartment Building, consideration towards undivided share in the said plot, cost of common area and the cost of facility being provided by way common Infrastructure and External Development as per the terms of the sanction of the Himalaya Sunshine Layout vide sanction letter No. ADTP/Pl./2441 Dated 3rd April 2017 and the Land Owners have also executed an Agreement of even date with the Nagpur Improvement Trust Nagpur and all of which is subject matter of this Agreement.

However, the consideration herein above stated does not include Extra Sums as defined in Clause 1 xvi of this agreement and which is being dealt with in Clause 2.3 of this Agreement.

Further the consideration herein above stated does not include the cost of construction of amenity building being constructed by the Promoters, on the specified Amenity Plot owned by the Land Owners, at its own cost and which will be made available for use of the Purchaser as stipulated in **Clauses 9.3 to 9.8** of this Agreement.

2.2 The Purchaser hasagreed to pay the consideration as prescribed in the 2.1 *supra* in installments as provided below, by depositing the same into the Escrow Account of the Promoters, named and styled as HIMALAYA INFRA PROJECTS SUNSHINE UNIT II RERA A/C as follows:

1. Rs. _____/- (Rupees _____ only) at the time of Booking.
2. Rs._____/- (Rupees _____ only) at the time of Start of Construction.
3. Rs. _____/- (Rupees _____ only) at the time of Completion of Plinth
4. Rs. _____/- (Rupees _____ only) at the time of Completion of First Floor Slab
5. Rs. _____/- (Rupees _____ only) at the time of Completion of Second Floor Slab
6. Rs. _____/- (Rupees _____ only) at the time of Completion of Third Floor Slab.
7. Rs. _____/- (Rupees _____ only) at the time of Completion of Fourth Floor Slab.
8. Rs. _____/- (Rupees _____ only) at the time of Completion of Fifth Floor Slab.
9. Rs. _____/- (Rupees _____ only) at the time of Completion of Sixth Floor Slab.
10. Rs. _____/- (Rupees _____ only) at the time of Completion of Seventh Floor Slab.
11. Rs. _____/- (Rupees _____ only) at the time of Completion of Eighth Floor Slab.
12. Rs. _____/- (Rupees _____ only) at the time of Completion of Eighth Roof Slab.

13. Rs. _____/- (Rupees _____ only) at the time of Start of Individual Brickwork.

14. Rs. _____/- (Rupees _____ only) at the time of Start of Individual Internal Plastering Work.

15. Rs. _____/- (Rupees _____only) at the time of Start of External Plastering Work.

16. Rs. _____/- (Rupees _____ only) at the time of Start of Individual Flooring and Toilets.

17. Rs. _____/- (Rupees _____ Only)

i.e. 100% of the total consideration against and at the time of handing over of the possession of the said Commercial / Residential Apartment to the Purchaseron or after receipt of completion certificate.

2.3 The Purchaser is liable to pay the Extra Sums as defined in Clause 1 xviof this Agreement and stipulated in various clauses of this Agreement as and when intimated by the Promoter regarding its incurrence and arising liability of the Purchaser to pay these sums.

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

Bank	**Account**	**Account**	**RTGS & IFSC**	**Branch**

Name **Number** **Type** **Code**

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

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

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

2.8 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Purchasershall be bound and liable to pay interest with quarterly rests on all amounts which become due and payable by the

Purchaserto the Promoters till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall be construed as condonation of delay by Promoters. The amount of interest shall be calculated after completion of the said Commercial / Residential Apartment and the Purchaser has agreed to pay the same before possession of the said Commercial / Residential Apartment.

2.9 The Purchaserauthorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Purchaserundertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.10 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Commercial / Residential Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said HIMALAYA SUNSHINE LOTUS APARTMENTS for whole or part of the building.

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

3. CONSTRUCTION OF THE SAID COMMERCIAL / RESIDENTIAL APARTMENTAND DEVELOPMENT OF THE PROJECT AND LAYOUT

3.1 That the Promoter do hereby declare that the Total Built Up AreaProposed to be utilisedin respect of the said Apartment Building which contains the said Commercial / Residential Apartment, is _____ M^2(_____ Sq.ft.)only and the same has been or will be consumed in construction of the said Apartment Building.

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

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

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

3.5 The Promoter shall confirm the final carpet area that has been allotted to the Purchaserafter the construction of the Commercial / Residential

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

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

4. POSSESSION

4.1 The Promoters shall give possession of the said Commercial / Residential Apartmentbeing part of the Said Apartment Building to the Purchaseron or before _____, against the payment of balance amount of total consideration, if any, and in the event of the Promoter failing and/ or neglecting to give the possession of the said Commercial / Residential Apartment to the Purchaseron account of reasons other than the reasons beyond its control and of its agents as per Relevant Applicable law as aforesaid, then the Promoters shall be liable to refund to the Purchaserthe amount already received by it in respect of the

Commercial / Residential Apartment, with interest, to be calculated from the date, the Promoter received the sum till the date of amounts and interest thereon is paid to the Purchaser. Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of the said Commercial / Residential Apartment if the completion of Commercial / Residential Apartment is delayed on account of:

a) War, Civil Commotion or act of God.

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

c) Any stay or injunction order from any Court.

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

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

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

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

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

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

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

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

5. TERMINATION

5.1 This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below at Clauses 5.2to5.8. Both Parties have entered into this Agreement, knowing full well that the Total Consideration of the Commercial / Residential Apartment may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

Promoters Right to Terminate

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

5.3 That Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaserand mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaserfails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

Further the Promoter shall be entitled to terminate this Agreement if the Purchaser commits default in respect of any three instalments

whether consecutive or not and the Period of default of each such instalment continues for 14 days.

Purchaser's Right to Terminate:

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

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

a. Within 30 (thirty) days of expiry of date of possession or any extension mutually agreed, the Promoter shall inform the Purchaser the revised date by which the Commercial / Residential Apartment is likely to be ready for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause (b) the date of possession mentioned in clause 4.1shall stand revised to and substituted by revised date communicated by the Promoter. The Promoter shall credit Interest to the Purchaser for the period between the date of possession and the date on which possession is finally offered to the Purchaser; or

b. Within 30 days from expiry of date of possession or any extensions mutually agreed, the Purchaser may by giving notice in writing elect to terminate this Agreement. Where the Purchaser's intimation of electing of Termination is not received by the Promoter within the aforementioned period of 30 (thirty) days from expiry of the date of possession or extension so agreed, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 5.6(a).

Consequences of Termination and Payment of Refund Amount

5.7 On a termination of this Agreement by either Party in accordance with the provisions of this Clause 5, the booking / allotment of the Commercial / Residential Apartment shall stand immediately terminated and the Purchaser shall have no right whatsoever with

respect to the Commercial / Residential Apartment, save and except the right to receive the Refund Amount in accordance with Clause 5.8.

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

6. INDIRECT TAXES

6.1 The Purchaser agrees that all Taxes, duties or levies as defined in Clause 1 xvii of the Recitals, which are leviable under the laws for the time being in force or which may be levied in future in respect of the Commercial / Residential Apartment or otherwise shall be solely and exclusively borne and paid by the Purchaser.It is further agreed that there shall always be a charge/lien on the said Commercial / Residential Apartment in favour of the Promoter against the amount payable by the Purchaser to the Promoters towards the GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction and failure of the Purchaser to pay the same to the Promoter shall be construed as breach of essential condition of this Agreement and the Promoter shall be entitle to terminate this agreement subject to provisions of clause 5 *supra*.

7. DEFECT LIABILITY PERIOD.

7.1 If within a period of five years from the date of occupancy certificate or completion certificate granted by the Nagpur Improvement Trust Nagpur in respect of the said Apartment Building, the Purchaser brings to the notice of the Promoter any structural defect in the said Commercial / Residential Apartment or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall

be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.

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

- **a.** If the damage to the material used is due to wear and tear.
- **b.** If the defects are caused by or attributable to the Purchaser.
- **c.** If the defects are caused due to misuse by the Purchaser or the handling of the material used, by the Purchaser is in gross violation of the user manual issued by the Promoter.
- **d.** If the structural defects as mentioned in clause 7.1 are caused due the Purchaser making any changes in the structure of the said Commercial / Residential Apartment or in the materials used in the said Commercial / Residential Apartment.

7.3 That the promoter shall be liable to maintain the regular upkeep of the infrastructure amenities and facilities being developed in the Himalaya Sunshine Layout till completion of the said layout or_____ whichever is earlier.

8. ULTIMATESOCIETY, BODY OR ORGANISATION

8.1 In order that each PURCHASER of the apartment in the building HIMALAYA SUNSHINE LOTUS APARTMENTS CONDOMINIUM should have a clear, marketable and transferable title in respect of the said apartment and ownership right in respect of undivided proportionate share in the said plot, the Promoter have submitted the said plot to the provision of the Maharashtra Apartment Ownership Act 1970 through execution and registration of Deed of Declaration, as amended and corrected from time to time.

The PURCHASER has seen and read all the contents of the original deed of declaration and accept that the same is binding on him.

It is further understood and agreed by the PURCHASER, by virtue of Paragraph TWELFTH of the deed of declaration and clause 1.3 of this Agreement, that the Promoter will have exclusive right to amend the Deed of Declaration for incorporating the allotment of parking space to each and every apartment owner so that any future dispute amongst the apartment owners and such amendment will be executed before execution of final deed of sale and apartment in respect of any apartment. The PURCHASER further accepts that such amendment or modification will be binding on him.

Further the Purchaser accept that the said HIMALAYA SUNSHINE LOTUS APARTMENTS CONDOMINIUM will be member of the Apex body or Apex Society to be formed for the purposes of Himalaya Sunshine Layout to be formed in accordance with the sub - clauses below.

8.2 That since all the Commercial / Residential Apartment purchasers being owner of the Commercial / Residential Apartments and the Said Plot on which such Commercial / Residential Apartments are constructed and the society or body formed as aforesaid being Apartment Owners Association body the Promoter shall not be liable to transfer all the right, title and the interest of the Promoter and/or the land owners in the Said Plot to the afore said society or body.

8.3 That the afore said society or body so formed shall ultimately be member of the Apex Society or Apex Body formed as per clause 8.4 to 8.9.

8.4 The Promoter shall on the completion of the project or any time before that undertake to form the Plot Holders Co-Op Society or such body having such organisational structure as may be permitted in accordance with the relevant applicable law, in respect of the project and the Purchaser along with other Purchasers of Commercial / Residential Apartments in the Project shall join in forming and registering the Society or body as aforesaid for the upkeep of cleanliness, security, collection of garbage or any other similar or incidental maintenance of the Commercial / Residential Apartments located or situated in the Himalaya Sunshine Layoutto be known by such name as the Promoter

may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or body as afore said and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchasers. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or before any registering authority, as the case may be, or any other Competent Authority.

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

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

proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional amount of Rs. 48,000.00 which is calculated for a period of 24 months of the monthly contribution towards the outgoings. The amounts so paid by the Purchaserto the Promoter shall not carry any interest and remain with the Promoter until such transfer of management provided in clause 8 is completed. On completions of transfer of management, the Promoter after deducting therefrom expenses and other outgoings incurred by it, shall transfer balance amount to the said body.

8.7 The Commercial / Residential ApartmentPurchaser agree to sign and deliver to the Promoters before taking possession of the said Commercial / Residential Apartment and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters for the formation and registration of the Co-Op. Housing Society or Condominium of Apartments that is to be formed.

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

8.9 The Purchasershall on or before delivery of possession of the said Commercial / Residential Apartment keep deposited with the Promoter, the following amounts: -

i. Rs. 2000.00 for share money, application entrance fee of the Apex body.

ii. Rs. 1000.00 for formation and registration of the Apartment Association and Apex body.

iii. Rs. 80000.00 or such higher amount, as may be calculated(such calculation will be based on the targeted yield to the Apartment Association in future) and intimated to the Purchaser, before handing over possession of the said Commercial / Residential Apartment, towards the corpus of the Himalaya Sunshine Apartment II Condominium.

iv. Rs. 30000.00 or such higher amount, as may be calculated (such calculation will be based on the targeted yield to the Apex Body) and intimated to the Purchaser, before handing over possession of the said Commercial / Residential Apartment, towards the corpus of the Himalaya Sunshine Layout Apex Body.

9. Recreational, Netted Sport Courts and Paid Facility of Amenity Space

9.1 The Promoter is developing recreational and netted sport practice play courts for the free use of the members of the Himalaya Sunshine Layout as defined in the Clause 1viii of the Recitals of this Agreement. The said recreational facility will be open for all the members of the said layout without any subscription or usage charges.

9.2 However the aforesaid recreational facilities are being developed on the open spaces and as per terms and conditions of the Agreement executed between the Land Owner and Nagpur Improvement Trust Nagpur. As per conditions laid down in the sanction letter of the said layout by the Nagpur Improvement Trust (NIT), the open spaces and the internal roadshave been handed over to the NIT by the Land Owner. The Land Owner, under the extant regulations of the local authority, applied to the NIT for grant of lease for maintenance of these civil structures including Community Hall to be constructed on the Open Spaces and the Nagpur Improvement Trust Nagpur vide Allotment Letter No./Estate Dept./ 1257 dated 11/02/2019 allotted the said civil structures including Community Hall on Annual Lease Rental and on certain Terms and Conditions to be observed by the Lessee (open spaces are not leased out by NIT and only constructed facilities are leased out). The Said Allotment Letter is available in the Office of the Promoter for perusal of the Purchaser if he so desires.

The Promoter or Landowner will undertake the maintenance of these civil structures including Community Hall leased by NIT on the open spaces till the completion of development of Himalaya Sunshine Layout. Promoter or Landowner will recover such maintenance expenses

incurred on such maintenance, from the outgoings and maintenance charges collected from the members, including the purchaser herein, of said layout.

On the formation of the Apex Body as stipulated in the Agreement, the Land Owner and the Promoter shall hand over the maintenance of these civil structures including Community Hall to such Apex Body and also support to transfer lease in the name of the Apex Body.

The Apex Body shall thereafter maintain these civil structures including Community Hall by regularly paying annual lease rentals fixed by NIT and also by observing Terms and Conditions of such lease.

It is further understood by the Purchaser that these recreational facilities, open space, netted sports courts, community hall are being developed by the Land Owner and Promoter on the open spaces which have already been handed over to the Local Authority and though the Promoter and Land Owner will develop these facilities as aforesaid to the best of their efforts but maintenance or handing over of these to Apex Body is not a necessary condition of this Agreement.

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

9.4 The Land Owner is developing paid or subscription based recreational facilities in some part of the said Amenity building as referred to in clause 9.3 above and such paid or subscription based recreational facilities will have approximate Built-up area of 600 Sq.Mtrs.which will be housed in any one part of the said building and may spread on various floors of the said building. The Paid or subscription based Recreational Facility may contain facilities such as swimming pool, Gymnasium, Home theatre, space for indoor Games or the like, any

facility mentioned herein is only indicative and not definite and the Land Owner shall have exclusive right to decide on these facilities.

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

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

9.7 The Purchaser and 3 members of his family will be eligible toapply for membership of the Amenity Space Facility.

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

10. STAMP DUTY

The Purchaser agree to bear the stamp duty, registration charges and incidental charges and expenses and other out of pocket expenses payable by the purchaser, in respect of this Agreement as also in respect of the supplementary document, Conveyance or any documents of final transfer of the said Commercial / Residential Apartment which is a part of the total property, being a Deed of Conveyance in favour of a society or on a Deed of Apartment of the said Commercial / Residential Apartment that may be executed in favour of Purchaserherein.

11. REGISTRATION

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

12. APPROPRIATION AND ADJUSTMENT OF AMOUNTS

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

13. COVENANTS OF THE PURCHASER AND PROMOTER

13.1 The Purchaserfor themselves and with the intention to bring all persons into whomsoever hands the Commercial / Residential Apartment may come does/do hereby covenant/s with the Promoters as follows:

a. To maintain the said Commercial / Residential Apartment at the Purchaser's own cost in good tenantable repairs and condition from the date the possession of the same is taken by the Purchaserand shall not do or suffer to be done anything in or to the building in which the Commercial / Residential Apartment is situated or to the stair-case or to any passage which may be against the rules, regulation or bye-laws imposed by the concerned local or any other authority or change/alter or make addition in or to the building in which the said Commercial / Residential Apartment is situated and or any part thereof.

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

c. To carry at his own costs all internal repairs to the said Commercial / Residential Apartment and to maintain the said Commercial / Residential Apartment in the same conditions, state and order in which it was delivered by the Promoters to the Purchaserand shall not do or suffer to be done anything in or to the building which may be against the Rules,

Regulations, any Bye-Laws of the concerned local authority or other public authority, and in the event of the Commercial / Residential ApartmentPurchasercommitting any act in contravention of the above provision, the Purchasershall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public Authority.

d. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building/s in which the said Commercial / Residential Apartment is to be situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

e. Not to demolish or cause to be demolished the Commercial / Residential Apartment or any part thereof, nor at any time make or cause to be made any addition or alternation of whatever nature in or to the Commercial / Residential Apartment or any part thereof or any alteration in the elevation and outside colour scheme of the project in which the said Commercial / Residential Apartment is situated and shall keep the portions, sewers, drains, pipes in the Commercial / Residential Apartment and appurtenances thereto in good tenantable repairs and condition and in particular, so as to support, shelter and protect the other parts of the project in which the said Commercial / Residential Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. pardis or other structural member in the said Commercial / Residential Apartment, and the Purchaserundertake/s not to make any external changes of whatsoever nature in the said Commercial / Residential Apartment.

f. Not to throw dirt, rubbish, rags, garbage or other refuge or permit the same to be thrown from the said Commercial / Residential Apartment in the compound or any portion of the said land and the layout in which the Commercial / Residential Apartment is situated. Not to indulge any religious or other activities which may cause nuisance to other occupants of the Commercial / Residential Apartments and or which

may involve the sacrifices of animals. Not to do any act or deed which may result in the noise pollution, air pollution and nuisance to others.

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

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

i. The Purchasershall not let, sub-let, transfer, give on leave and license or on rent, assign or part with the possession of the said Commercial / Residential Apartment until all the dues payable by the Purchaserto the Promoters under this agreement are fully paid up and only if the Purchaserhad not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has obtained the prior written consent of the Promoters for the same.

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

k. Till the conveyance of the said Commercial / Residential Apartment is executed the Purchasershall permit the Promoters and its surveyors and agents, with or without workmen and others at all reasonable time to

enter into and upon the said Commercial / Residential Apartment or any part thereof, to view and examine the state and conditions thereof.

l. The Purchaseragree not to carry on any illegal business of any nature whatsoever in the said Commercial / Residential Apartment.

m. Not to affix a grill or encroach upon any portion of the Apartment Building or land or footpath outside the main gate of the Building or Project or at any location outside the boundaries of the said Commercial / Residential Apartment and said ploton which the said Commercial / Residential Apartment is located, without taking the prior written permission of the Promoters or the Apex Body or Society.

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

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

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

q. As the Promoters will be applying to the concerned authorities for giving separate water connection for the said Project and separate electricity meters and connection for the said Commercial / Residential Apartment of the Purchaseron his behalf, if there is any delay in obtaining separate water connection for the said total project and electricity supply connections from the concerned department, then in that case, the Promoters may provide electrical connection to the said Commercial / Residential Apartment through a sub meter or any other temporary arrangement due to which if there is improper supply of electricity, the Promoters shall not be held responsible for the same. The Purchasershall pay the proportionate outgoing charges as demanded, determined and decided by the Promoters for such emergency/alternative arrangement. The Purchasershall carry out at their own cost all internal changes only after obtaining the due consent from the Promoters and from the concerned authorities. The Promoters shall be the final and ultimate body for sanctioning any such changes in the Commercial / Residential Apartment and the decision of the Promoters herein in such matters shall be final.

14. MISCELLANEOUS

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

14.2 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaserby the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of

any of the terms and conditions of this Agreement by the Purchasernor shall the same in any manner prejudice the rights of the Promoter.

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

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

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

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

14.7 The Promoters shall not be liable to share any maintenance charges, electricity charges and water charges in respect of unsold Commercial / Residential Apartments so long as the same are vacant and unoccupied until the possession of such Commercial / Residential Apartment/s has been given by the Promoters herein to the respective Commercial / Residential ApartmentPurchaserand in such case the such maintenance charges, electricity charges and water charges in respect of the Commercial / Residential Apartments agreed to be sold to such Purchaserwho have taken possession of their respective Commercial / Residential Apartments, shall be liable for the payment of such charges. The Promoters shall not be responsible for any short supply of

water or electricity as the same is under the control and supervision of the sanctioning authority, the planning authority under the NIT Act and or M.S.E.D.Co. Ltd., if however, the actual consumption of water exceeds such supply made by the sanctioning local authority and it is therefore found necessary to augment the supply of water by purchase of water by Water tankers, then in such event the Purchasershall be liable to contribute towards the cost of purchase of such water. Also the Purchasershall be liable to pay towards the cost of fuel consumed for the power generator in the case of shortage in supply of power by the M.S.E.D.Co. Ltd., or its successor-in-title.

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

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

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

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

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

14.13 In this Agreement of Sale, unless the context indicates otherwise:

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

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

c. Words expressed in any gender include every gender;

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

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

f. All reference to amount are in Indian Rupees;

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

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

i. Reference to the schedule (or an attachment) is reference to the schedule (or an attachment) to this Agreement, including as

amended or replaced from time to time by agreement in writing between the parties; and Any term or item, which is defined in the recitals or elsewhere in this Agreement, will have the meaning as defined.

15. DISPUTES AND ARBITRATION

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

SCHEDULE - I

OF THE SAID COMMERCIAL / RESIDENTIAL APARTMENT

Commercial / Residential Apartment No. ____ situated on _____ Floor of Commercial / Residential Wing, in the Apartment Building named and styled as "HIMALAYA SUNSHINE LOTUS APARTMENT", having Carpet Area admeasuring _____ M^2. (_____ Sq. ft.), Built-Up Area admeasuring _____ M^2. (_____ Sq. ft.), Common Built-Up Area admeasuring _____ M^2. (____ Sq. ft.), Open Balcony Area admeasuring about _____ M^2. (_____ Sq. ft.) along with _____% undivided share in the Said Plot and the Common Area and the Said Commercial / Residential Apartment being marked in RED on the plan annexed hereto as Annexure D and the Said Plot bearing Plot No. 66 situated in the Himalaya Sunshine Layout, admeasuring 2504.481 Square Meters and which is part of the said Himalaya Sunshine Layout situated on the Said Land Non Agricultural lands bearing Kh./Survey/Gut Nos. 38 of MOUZA – DABHA, P.S.K. 7 having an area of 3.29 Hectares, (OR 8.13 Acres), Rental Rs. 13.00 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Way, Pathways, Water Courses

and all other easementary rights appurtenant and belonging thereto along with a well with Electric Motor and pump installed thereon, Electric Meter bearing City Survey Nos. 270/66 and Sheet No. 64 of Mouza – Dabha, situated at Dabha, Nagpur within the limits of Nagpur Municipal Corporation Ward No. 68 in Tahsil and District – NAGPUR., on which the said Apartment Building is being constructed is being marked in GREEN on the layout plan annexed hereto as Annexure B and both the annexure forming part of this Agreement. The Said Commercial / Residential Apartmentisbounded as under: -

ON THE EAST	**:**	**BY 9 meter wide Road & Plot No. 67**
ON THE WEST	**:**	**BY Amenity Area in the Layout**
ON THE NORTH	**:**	**BY 9 meter wide Road and Plot No.45 & 44**
ON THE SOUTH	**:**	**BY 12 meter wide Main Road**

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

1. **For Himalaya Infraprojects Sunshine Unit II**
   Through its Authorized Signatory,

   Sunil Ramakrishna Duddalwar,
   For himself as joint owner as well as member of the AOP, and as authorised attorney of Sonal Sunil Duddalwar and Kunal Sunil Duddalwar both in their Personal Capacity as the Land Owners and also in their capacity as the Promoter

Members and as the constituents of the Association of persons above named.

2. _____

3. _____

The Commercial / Residential Apartment Purchaser/s

Witnesses: -

1) Signature :-
   Name :-
   Address :-

2) Signature :-
   Name :-
   Address :-

Annexure - A

Specifications Fixtures and Fittings of Himalaya Sunshine Lotus Apartment

STRUCTURE

R.C.C. Frame Structure

WALL THICKNESS

Outer Wall 6", Inner Wall 4"

FLOORING

Vitrified Tiles 2'x2' flooring in all rooms

DOOR FRAMES

Entrance Door: 5"x 2 ½" Wood Frame

Inner Doors: 4”x2 ½” Wood Frames

Toilet & Kitchen Balcony Doors: Pre-stressed concrete frames/RCC frames

DOOR SHUTTERS

Entrance Door: Designer Teak Wood veneered door with melamine polish and standard fittings

Inner Doors: 30mm flush doors with lamination on both sides and standard fittings

WINDOWS

Fully glazed aluminum sliding windows with M.S. grill of elegant design

PLASTER

Inner: Phanti finish to walls and ceiling

Outer: Sand-face 15mm to 20mm thick

PAINT

Interior: Plastic emulsion with putty finish

Exterior: Polymer paint

KITCHEN

Jet black granite stone kitchen platform up to 3.3m (10’10”) long with stainless steel sink of 18”x24” size

Dado of colour ceramic tiles up to lintel level

TOILETS

Flooring: Colour ceramic tiles

Dado: Colour ceramic tiles up to lintel level

Sanitary Ware: Indian WC (23”)/European WC and wash basin

WATER SUPPLY

Corporation water supply / Underground water supply through underground sump and overhead water tank

PLUMBING

All plumbing in CPVC pipes and Jaguar chromium plated outlets with one hot & cold mixer in each toilet

SANITARY PIPES

All sanitary vertical lines in SWR-PVC pipes of standard quality

Horizontal sanitary lines below ground level in SW pipes / PVC pipes

ELECTRIFICATION

Three-phase concealed copper wiring in all rooms

3 points for fan, lights and 2 plug points in each room

2 extra power points at appropriate places for refrigerator and geyser

Power points for air-conditioner in 2 bedrooms

5 inverter points at appropriate places for fan and lighting

CABLES

Telephone and TV cable point in living and master bedroom

PERIPHERAL AREA

Paved with concrete blocks

ELECTRICAL BACKUP

For elevators, pump and common lighting

Note: All expenses towards transformer, installation related expenses, cable charges, panel board, electric meter, electricity demands, water supply connection expenses, water meter, GST, stamp duty, registration expenses, legal charges, peripheral charges and any other taxes levied by Government or any other body shall be borne by Purchaser.