

AGREEMENT FOR LEASE

This Agreement for Lease (hereinafter referred to as “**Agreement**”) is made at Nagpur on **this** day of, 20__.

BETWEEN

M/s. MAHARASHTRA AIRPORT DEVELOPMENT COMPANY LTD,(CIN No. U45203MH2002SGC136979 / PAN No. AADCM 9623M) a Company registered under the Companies Act, 1956, having its registered office at World Trade Centre, 8th Floor, Cuffe Parade, Mumbai 400 005, through its power of attorney holder (dated 08.12.2017), M/s. Nagpur Integrated Township Pvt. Ltd, a company incorporated under the Companies Act, 2013 and having its registered office at H.No.3-71/NR, Plot no. 71, Phase-II, Kavuri Hills, Madhapur, Hyderabad-500033, represented by its Authorised Signatory/Attorney **Mr.**, Aged **.....** years, duly authorised by the board resolution dated, hereinafter referred to as "**MADC**" (which expression shall, unless repugnant to the subject or the context thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**.

AND

M/s. NAGPUR INTEGRATED TOWNSHIP PVT. LTD. (NITPL),(CIN No. U45309TG2017PTC116403 / PAN No. AAFCN 5825Q)a Company incorporated under the provision of the Companies Act, 2013, having its registered office at H.No.3-71/NR, Plot no. 71, Phase-II, Kavuri Hills, Madhapur, Hyderabad-500033, Telangana, represented by its Director/Authorised Signatory, **Mr.**, Aged **.....** years, duly authorised by the board resolution dated, herein after referred to as **NITPL/DEVELOPER** (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**.

AND

Mr........., Aged about years, Occupation:, Income Tax PAN:, Aadhar No: resident of, hereinafter called **“PROSPECTIVE LESSEE (S)” and/or “ALLOTTEE (S)”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her successors-in-interest, executors, administrators and permitted assigns) of the **THIRD PART**.

Within this Agreement “**MADC**”, “**NITPL**” and “**Prospective Lessee (s)**” are collectively referred to as “**Parties**” and individually as “**Party**”.

PART - A:

WHEREAS:

A. MADC is a special planning authority under the Maharashtra Regional and Town Planning Act 1966, for the Multi Modal International Hub Airport, Nagpur Project (MIHAN) which includes development of Nagpur Airport as an international Hub, development of a Special Economic Zone, and other facilities around the Nagpur Airport.

B. MADC is the rightful owner of the land situated at MIHAN, admeasuring about 31 acres situated within the Registration Division & District Nagpur, Sub Division & Taluka Nagpur (Rural) Revenue Village Khapri (Rly) bearing Survey/Khasra Nos. 9(part), 10(part), 12, 13(part), 14(part), 19(part), 20, 21, 22, 23(part), 24, 25(part), 40(part), 47(part), 48(part), 49(part) and 50(part) and more particularly described in the **Schedule – A** to this Agreement (hereinafter referred to as the "**said Land**").

C. M/s Chourangi Builders and Developers Pvt. Ltd., (formerly known as M/s. Reatox Builders & Developers Pvt. Ltd., hereinafter referred to as "**Chourangi**"), having its registered office at 3/341, 1A, Rajiv CHSL, Madhusudan Kaleikar Marg, Next to FDA, Bandra Kurla Complex, Bandra (E), Mumbai 400051 was originally granted the development rights with respect to the said land by MADC. However, due to certain circumstances, Chourangi could not complete the development of the said land. Chourangi had availed a term loan from Vijaya Bank for the development of the said land and the same became forthwith payable.

D. Pursuant to a settlement agreement inter alia with MADC, Chourangi formed a Special Purpose Vehicle (**SPV**), under the name and style of 'M/s Nagpur Integrated Township Pvt. Ltd.' (**NITPL**), with IJM Realty (Mauritius) Ltd., a company incorporated under the laws of Mauritius and an Affiliate of IJM group of companies (hereinafter referred to as "**IJM**").

E. IJM, on behalf of NITPL has deposited through MADC and Chourangi a Onetime Settlement (OTS) amount to M/s Vijaya Bank towards the Settlement of loan amount, availed by Chourangi in respect of the development of the said Land.

F. In consideration of NITPL paying the OTS amount and agreed dues in respect of the development of the said Land, MADC had entered in to Development Agreement (**DA**) with NITPL on 08th December 2017 along with a Power of Attorney (**POA**) dated 08th December 2017 and thereby entrusted to NITPL the rights to design, finance and develop a township project, on the said Land comprising apartment units, commercial space and allied infrastructure thereof and to lease the same to the prospective lessees (hereinafter referred to as "**Township Project**" / "**First City Project**" / "**FCP**").

G. By virtue of the said DA and POA the Developer is therefore entitled to complete the said Township Project and to lease, assign and transfer the various residential and non-residential units proposed to be constructed therein to the prospective lessee/s. Therefore, the Developer alone has the sole and exclusive right to allot on lease the residential and residential-cum commercial apartment (service apartments) units (hereinafter referred to as "**Apartment**

units”), commercial space and allied infrastructure thereof in the said buildings to be constructed in the Township Project and to enter into agreement/s with the prospective lessee/s of the Apartment units in the said buildings and to receive the lease consideration in respect thereof.

H. The Developer is developing the entire Township Project in a phased manner and accordingly the Developer has initially completed the development and obtained occupancy certificate of the First City Phase – 1A, consisting of 568 Apartment units in buildings Symphony 1, 2 & 3 along with a club house and other amenities on the part of the said Land admeasuring to a total extent of Ac. 12.44 Cents and the said Apartment units are being lease out to the Prospective Lessee’s (hereinafter referred to as **“FCP-Phase-1A”**). Further, the Developer is developing **First City, Commercial Shopping-1**, building comprising of 36 Shops with Ground and Mezzanine Floor on the portion of the said Land admeasuring **acres 0.73 cents**, (hereinafter referred to as **“Commercial Shopping - Phase-1”**).

I. The Developer is desirous of Developing the First City - Phase 2, comprising of Harmony buildings 1,2,3,4,5 and 6 with approximately around 690 Apartment units including common areas, in a phased manner, under the name and style of **“Harmony Buildings”** on the part of the remainder of the said Land admeasuring to an extent of Ac.7.467 Cents (i.e. 30256.6 Sq. Meters) situated in Plot no. 2, Sector 21, Village & Post Khapri (Rly.), in Hingna PS, Taluka Nagpur (rural) having Survey/ Khasra no. 10 (Part), 22 (Part), 24(Part), 47 (Part), 48 (Part), 49 (Part), 50 (Part) (hereinafter referred to as **“the Harmony Project Land” and/or “FCP-Phase2 Land” and/or “First City, Phase2 Land”** and is more particularly described in the **Schedule-A** to this Agreement). The remainder of the development on the balance of the said Land shall be made in future phases as the Developer may deem fit and proper, with necessary approvals from the concerned authorities.

J. Now, the Developer is presently developing only two buildings (out of the said Harmony Buildings), i.e Harmony1 and Harmony 6, comprising of 210 Apartment units in area of Ac.0.72cents (i.e. 2899.50 Sq. Meters) and limited common areas in an extent of Ac 5.296 cents (i.e., 21449.90 Sq. Meters) which together in turn is forming part of the said FCP-Phase2 Land (hereinafter referred to as **“FCP-Phase2A Land” and/or “First City, Phase2A Land” and/or “Project Land”** and the same is more particularly described in **Schedule-B** to this Agreement). The development of the said Harmony1 and Harmony 6 buildings, comprising of 210 Apartment units including with common and limited common areas is hereinafter referred to as **“First City, Phase2A Harmony1 & Harmony6” and/or “FCP-Phase2A” and/or “the Project”**.

K. Therefore, the Developer is developing the said FCP-Phase2A including to lease, assign and transfer the various residential and non-residential Apartment units proposed to be constructed therein to the Prospective Lessee (s).

L. The Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

M. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 'A'**;

N. The Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the FCP-Phase2A building/buildings.

O. By virtue of the said Development Agreement executed on 08th December 2017 and Power of Attorney dated 08th December 2017, the Developer has sole and exclusive right to lease the Apartment units in the said FCP-Phase2A to be constructed by the Developer on the FCP-Phase2A Land and to enter into Agreement/s with the Prospective Lessee (s) of the Apartment units and to receive the Lease consideration in respect thereof;

P. On demand from the Prospective Lessee (s), the Developer has given inspection to the Prospective Lessee (s) of all the documents of title relating to the Project land and the plans, designs and specifications prepared by the Developer's Architects M/s. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder;

Q. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the MADDC/Developer to the Project Land on which the Apartments are being constructed or are to be constructed have been annexed hereto and marked as **Annexure 'B' and 'C'**, respectively.

R. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority/MADDC have been annexed hereto and marked as **Annexure C-1**.

S. The authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the said FCP-Phase2A buildings and open spaces are proposed to be provided for on the said Project have been annexed hereto and marked as **Annexure C-2**.

T. The authenticated copies of the plans and specifications of the Apartment unit agreed to be leased by the Prospective Lessee (s), as sanctioned and approved by the local authority/MADDC have been annexed and marked as **Annexure D**.

U. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said FCP-Phase2A building/s and

shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said FCP-Phase2A buildings.

V. While sanctioning the said plans concerned local authority/MADC and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developer while developing the Project land and the said FCP-Phase2A building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said FCP-Phase2A building/s shall be granted by the concerned local authority/MADC.

W. The Developer has accordingly commenced construction of the said FCP-Phase2A building/s in accordance with the said proposed plans.

X. The Developer is seized and possessed of and otherwise well and sufficiently entitled to Apartment unit No. on Floor, in building known as "....." WING "....." admeasuring about Sq. Mtrs. (i.e., ... Sq. Feet) carpet area in FCP-Phase2A, constructed on the said FCP-Phase2A Land and includes 1 (One) Parking **P-** for Car at the Podium of the building and Parking **P-** for Two-Wheeler at the stilt/basement of the building Harmony..... (hereinafter referred to as the “**said Property**” and more particularly described at **Schedule-C** of this Agreement).

Y. The Prospective Lessee (s) has applied to the Developer for allotment of the said Property and the carpet area of the said Apartment unit is _____ square meters and “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment unit for exclusive use of the Prospective Lessee (s) or verandah area and exclusive open terrace area appurtenant to the said Apartment unit for exclusive use of the Prospective Lessee (s), but includes the area covered by the internal partition walls of the Apartment unit.

Z. The Prospective Lessee is interested to take the said Property in the said FCP-Phase2A with the knowledge that the said Property is a Leasehold Property and not a Freehold Property, and pursuance of the same the Prospective Lessee has thoroughly inspected/verified all the documents of title relating to the said FCP-Phase2A and the Township Project under the existing law applicable to the said FCP-Phase2A and Township Project, including the relevant orders, and the approval of plans, designs and specifications prepared by the Developer’s Architects and all other documents to his/her own satisfaction, for which the Developer had extended all possible co-operation to verify the rights of the Parties as well as the title of the said Property agreed to be taken on lease by the Prospective Lessee. The Developer has also granted inspection of all relevant building plans, including that of common areas as defined in section 2 (n) of the Real Estate (Regulation and Development) Act 2016.

AA. The Prospective Lessee, by agreeing to the terms and conditions as set out in the application for booking/allotment, has applied to the Developer for the allotment of the said Property.

AB. The Developer has in terms of the Allotment Letter dated executed with the Prospective Lessee, agreed to lease and the Prospective Lessee has agreed to take on leasehold occupation basis, the said Property for a total lease consideration of Rs...../- (Rupees Only) (hereinafter referred to as “Lease Consideration” and/or “Total Price” and more fully detailed in the Schedule – D to this Agreement) and as per the terms and conditions set-forth hereinafter.

AC. Prior to the execution of these presents, the Prospective Lessee (s) has paid to a sum of Rs. _____ (Rupees _____ only), being part payment of the Lease consideration of the said Property agreed to be leased by the Developer to the Prospective Lessee (s) as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Prospective Lessee (s) has agreed to pay to the Developer the balance of the Lease consideration in the manner hereinafter appearing.

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

AE. Under section 13 of the said Act the Developer is required to execute a written Agreement for Lease of said Property with the Prospective Lessee (s), being in fact these presents and to register said Agreement under the Registration Act, 1908.

AF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to Lease, and the Prospective Lessee (s) hereby agrees to take on lease the said Property.

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

1. The Developer shall construct the said FCP-Phase2A building/s consisting of _____ basement and ground/ stilt, /podiums, and _____ upper floors on the Project land in accordance with the plans, designs and specifications as approved by the concerned local authority/MADC from time to time.

Provided that the Developer shall have to obtain prior consent in writing of the Prospective Lessee (s) in respect of variations or modifications which may adversely affect the Apartment unit of the Prospective Lessee (s) except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Prospective Lessee (s) hereby agrees to take on lease the said Property from the Developer and the Developer hereby agrees to lease to the Prospective Lessee (s) Apartment unit No. on Floor, in building known as "....." admeasuring about Sq. Mtrs. (i.e., ... Sq. Feet) carpet area in FCP-Phase2A , constructed on the said Project Land and includes 1 (One) Parking P- for Car at the

Podium of the building/s Harmony..... and Parking P-..... for Two-Wheeler at the stilt/basement of the building/s Harmony..... as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the lease consideration of Rs. _____/- (Rupees _____ only) including Rs. _____/- (Rupees _____ only) being the proportionate price of the common areas, limited common areas and facilities appurtenant to the premises, the nature, extent, and description of the common areas, limited common areas and facilities which are more particularly described in the **Second (2nd) Schedule annexed herewith**. (the price of the said Property including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Prospective Lessee (s) hereby agrees to take on lease from the Developer and the Developer hereby agrees to lease to the Prospective Lessee (s) covered parking spaces bearing No. ____ situated at _____ Basement and/or stilt and /or ____ podium and Two Wheeler parking space bearing No. ____ situated at _____ Basement and/or stilt and /or ____ podium being constructed in the Project layout and/or **First City Project** for the consideration of Rs. _____/- (Rupees _____ only).

(iii) The lease period commences from the date of registration of the Lease Deed of the said Property by the Developer in favour of the Prospective Lessee and expires on 21st June 2105 as mentioned in the Development Agreement 08th December 2017.

1(b) The Total Price and/or the Lease consideration amount for the Apartment unit including covered parking spaces is thus Rs. _____/- (Rupees _____ only).

1(c) The Prospective Lessee (s) has paid on or before execution of this Agreement a sum of Rs _____/- (Rupees _____ only) (not exceeding 10% of the total Lease Consideration) as advance payment or application fee and hereby agrees to pay to the Developer the balance amount of Rs. _____/- (Rupees..... Only) as per the Schedule D of this Agreement.

1(d) The Total Price/Lease Consideration above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the said Property.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/MADC/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Prospective Lessee (s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Prospective Lessee (s), which shall only be applicable on subsequent payments.

1(f) The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Prospective Lessee (s) by discounting such early payments @ ___ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Prospective Lessee (s) by the Developer.

1(g) The Developer shall confirm the final carpet area that has been allotted to the Prospective Lessee (s) after the construction of the building in which the said Property 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 (3) percent. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Prospective Lessee (s) within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Prospective Lessee (s). If there is any increase in the carpet area allotted to Prospective Lessee (s), the Developer shall demand additional amount from the Prospective Lessee (s) as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

COMPLIANCE OF RBI GUIDELINES BY NRI PROSPECTIVE LESSEES:

1(i) The Prospective Lessee (if NRI) shall abide by the prevailing Foreign exchange laws, notifications, guidelines, RBI regulations etc., for the allotment of the said Property in his/her name in India and shall pay the Lease Consideration in INR within the stipulated time as mentioned in the Payment Schedule ("Schedule D") through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "Nagpur Integrated Township Pvt. Ltd", payable at Nagpur.

2.1 The Developer 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 / MADC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Property to the Prospective Lessee (s), obtain from the concerned local authority/ MADC occupancy and/or completion certificates in respect of the said Property.

2.2 Time is essence for the Developer as well as the Prospective Lessee (s). The Developer shall abide by the time schedule for completing the Project and handing over the said Property

to the Prospective Lessee (s) and the common areas to the association of the Prospective Lessee (s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Prospective Lessee (s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1(c) (**Payment Schedule – D**) herein above. (“Payment Plan”).

2.3 That in case the Prospective Lessee wants to avail a loan facility from his/her employer or financing bodies, to make payment towards the balance Lease Consideration for the Property allotted, the Developer shall only facilitate the process and the terms of the financing agency shall exclusively be binding and applicable upon the Prospective Lessee only. The responsibility of getting the loan sanctioned and disbursed, as per the Developer's schedule of payment will rest exclusively on the Prospective Lessee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer, as per Payment Schedule, shall be ensured by the Prospective Lessee, failing which, the allotment shall be governed by the provision contained in this Agreement.

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the Project Land is ____ (write in square meters) only and Developer has planned to utilize Floor Space Index of ____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the Project Land in the said Project and Prospective Lessee (s) has agreed to take on lease the said Property based on the proposed construction and Lease of said Property to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4.1 If the Developer fails to abide by the time schedule for completing the Project and handing over the said Property to the Prospective Lessee (s), the Developer agrees to pay to the Prospective Lessee (s), who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Prospective Lessee (s), for every month of delay, till the handing over of the possession of the said Property. However, the Prospective Lessee (s) shall not be entitled for any delay interest (compensation), in the event they default in payment of the instalments as per the Payment Schedule -D mentioned herein this Agreement. The Prospective Lessee (s) agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Prospective Lessee (s) to the Developer under the terms of this Agreement from the date the said amount is payable by the Prospective Lessee (s) to the Developer.

4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Prospective Lessee (s) committing default in payment on due date of any amount due and payable by the Prospective Lessee (s) to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other

outgoings) and on the Prospective Lessee (s) committing three (3) defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement and re-allot the said Property to any other prospective lessee:

Provided that, Developer shall give notice of fifteen (15) days in writing to the Prospective Lessee (s), by Registered Post AD at the address provided by the Prospective Lessee (s) and mail at the e-mail address provided by the Prospective Lessee (s), 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 Prospective Lessee (s) fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Prospective Lessee (s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty (30) days of the termination, the instalments of Lease Consideration of the Apartment unit which may till then have been paid by the Prospective Lessee (s) to the Developer.

Further, the Developer shall not be responsible for returning of any taxes/registration charges including the GST to the Prospective Lessee (s) and the Prospective Lessee (s) shall seek refund of the same from the concerned departments. In the event there is any deficit amounts towards the forfeiture amount of 10% of the Lease Consideration or tax amounts the Prospective Lessee (s) shall pay to the Developer, the said deficit amounts within a period of 30 days from the date of termination/ demand by the Developer. Upon termination of this Agreement as mentioned supra, the Prospective Lessee shall not have any claims over the said Property and the Developer shall be at liberty to re-convey/re-assign or otherwise deal with the said Property as the Developer may deem fit.

However, in case of an unforeseen exigency or a genuine reason the Developer may at its option, condone any delay in such payments and agree to receive the outstanding amounts due together with interest (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) from the due date of payment until the actual date of payment.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said FCP-Phase2A building and the Apartment unit and/or said Property as are set out in **SCHEDULE -E**, annexed hereto.

6. The Developer shall give possession of the said Property to the Prospective Lessee (s) on or before 31st day of December 2027. If the Developer fails or neglects to give possession of the said Property to the Prospective Lessee (s) on account of reasons not beyond its control and of its agents by the aforesaid date then the Developer shall be liable on demand to refund to the Prospective Lessee (s) the amounts already received by him in respect of the said Property with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) **Pandemic / Epidemic or plague.**

7.1 Procedure for taking possession - The Developer, upon obtaining the occupancy certificate from the competent authority / MADC and the payment made by the Prospective Lessee (s) as per the Agreement shall offer in writing the possession of the said Property, to the Prospective Lessee (s) in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the said Property to the Prospective Lessee (s). The Developer agrees and undertakes to indemnify the Prospective Lessee (s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Prospective Lessee (s) agree(s) to pay the maintenance charges as determined by the Developer or association of Prospective Lessee (s), as the case may be. The Developer on its behalf shall offer the possession of the said Property to the Prospective Lessee (s) in writing within seven (7) days of receiving the occupancy certificate of the Project.

7.2 The Prospective Lessee (s) shall take possession of the said Property within fifteen (15) days of the written notice from the Developer to the Prospective Lessee (s) intimating that the said Property is ready for use and occupancy:

7.3 The Prospective Lessee shall upon taking possession of the said Property be deemed to have accepted that the construction of the said Property is fully complete in all respect as per the Specifications and the Prospective Lessee shall not have any further claims against the Developer for any items or work.

7.3 Failure of Prospective Lessee (s) to take Possession of said Property: Upon receiving a written intimation from the Developer as per clause 7.1, the Prospective Lessee (s) shall take possession of the said Property from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Property to the Prospective Lessee (s). In case the Prospective Lessee (s) fails to take possession within the time provided in clause 7.2 such Prospective Lessee (s) shall continue to be liable to pay maintenance charges **and other charges** as applicable.

7.4 If within a period of five years from the date of handing over the said Property to the Prospective Lessee (s) **or issuance of occupation certificate whichever is earlier**, the Prospective Lessee (s) brings to the notice of the Developer any structural defect in the said Property or the building in which the said Property is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects,

then the Prospective Lessee (s) shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

7.5 Any damages to the said Property arising from war, act of God, riots, civil commotion, theft, or fire or caused due to improper maintenance & handling of the said Property/building by the Prospective Lessee (s), the same shall be outside the scope of defects to be rectified during this Defects Liability Period by the Developer.

8. The Prospective Lessee (s) shall use the said Property or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Prospective Lessee (s) along with other Prospective Lessee (s) of Apartment units in the FCP-Phase2A building/s shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer 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 Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven (7) days of the same being forwarded by the Developer to the Prospective Lessee (s), so as to enable the Developer to register the common organisation of Prospective Lessee (s). No objection shall be taken by the Prospective Lessee (s) 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 the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Developer shall, within three (3) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Developer/MADC and/or the Lessee (s) in the said structure of the Building or wing in which the said Property is situated. However, the Limited Common Areas which are defined in the Second (2nd) schedule to this Agreement shall vests with the Developer until all the phases of the First City Project are constructed and developed and thereafter the same shall be transferred to the Apex body of the Society/Association/Company of the First City Project as the case may be.

9.2 The Developer shall, within three (3) months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Developer in the Project Land including the Limited Common Areas on which the FCP-Phase2A building with multiple wings or buildings are constructed.

9.3 Within fifteen (15) days after notice in writing is given by the Developer to the Prospective Lessee (s) that the said Property is ready for use and occupancy, the Prospective Lessee (s) shall be liable to bear and pay the proportionate share (i.e., in proportion to the carpet area of the said Property) of outgoings in respect of the Project Land, Common areas of the Project Land and Limited Common Areas in FCP and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority/MADC and/or

Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land, Common Areas of the Project Land, Limited Common Areas and building/s. until the Society or Limited Company is formed and the said structure of the FCP-Phase2A building/s or wings is transferred to it, the Prospective Lessee (s) shall pay to the Developer such proportionate share of outgoings as may be determined. The Prospective Lessee (s) further agrees that till the Prospective Lessee (s)'s share is so determined the Prospective Lessee (s) shall pay to the Developer provisional monthly contribution of Rs. _____ (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Prospective Lessee (s) to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the FCP-Phase2A building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the FCP-Phase2A building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

10. The Prospective Lessee (s) shall on or before delivery of possession of the said Property keep deposited with the Developer, the following amounts :

- (i) Rs. _____ (Rupees _____ Only) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____ (Rupees _____ Only) for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. _____ (Rupees _____ Only) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs. _____ (Rupees _____ Only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. _____ (Rupees _____ Only) For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. _____ (Rupees _____ Only) for deposits of electrical receiving and Sub Station provided in Layout.

11. The Prospective Lessee (s) shall pay to the Developer a sum of Rs. _____ (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the FCP-Phase2A building or wing of the FCP-Phase2A building, the Prospective Lessee (s) shall pay to the Developer, the Prospective Lessee (s)'s share of stamp duty and registration charges payable,

by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said FCP-Phase2A Building/wing of the FCP-Phase2A building. At the time of registration of conveyance or Lease of the Project Land to the Apex Body or Federation, the Prospective Lessee (s) shall pay to the Developer, the Prospective Lessee (s) share of stamp duty and registration charges payable, on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project Land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Prospective Lessee (s) as follows:

- i. The Developer has clear and marketable title with respect to the Project Land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities / MADC to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities/MADC with respect to the Project, Project Land and said FCP-Phase2A building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities / MADC with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas.
- vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Prospective Lessee (s) created herein, may prejudicially be affected.
- vii. The Developer has not entered into any Agreement for Lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Property which will, in any manner, affect the rights of Prospective Lessee (s) under this Agreement.
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Property to the Prospective Lessee (s) in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the FCP-Phase2A structure to the association of Prospective Lessee (s) the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the FCP-Phase2A Structure to the Association of the Prospective Lessee (s);

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

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

14. The Prospective Lessee (s) or himself/themselves with intention to bring all persons into whosoever hands the said Property may come, hereby covenants with the Developer as follows:-

i. To maintain the said Property at the Prospective Lessee (s) own cost in good and tenantable repair and condition from the date that of possession of the said Property is taken and shall not do or suffer to be done anything in or to the FCP-Phase2A building in which the said Property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the FCP-Phase2A building in which the said Property is situated and the said Property itself or any part thereof without the consent of the local authorities/MADC, if required.

ii. Not to store in the said Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the FCP-Phase2A building in which the said Property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the FCP-Phase2A building in which the said Property is situated, including entrances of the FCP-Phase2A building in which the said Property is situated and in case any damage is caused to the FCP-Phase2A building in which the said Property is situated or the Apartment on account of negligence or default of the Prospective Lessee (s) in this behalf, the Prospective Lessee (s) shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Property and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Prospective Lessee (s) and shall not do or suffer to be done anything in or to the FCP-Phase2A building in which the said Property is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Prospective Lessee (s) committing any act in contravention of the above provision, the Prospective Lessee (s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the said Property or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the FCP-Phase2A building in which the said Property is situated and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Developer and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the FCP-Phase2A building in which the said Property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said said Property in the compound or any portion of the Project land and the FCP-Phase2A building in which the said Property is situated.
- vii. Pay to the Developer within fifteen (15) days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the FCP-Phase2A building in which the said Property is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority/MADC and/or Government and/or other public authority, on account of change of user of the said Property by the Prospective Lessee (s) for any purposes other than for purpose for which it is leased.
- ix. The Prospective Lessee (s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Property until all the dues payable by the Prospective Lessee (s) to the Developer under this Agreement are fully paid up.
- x. The Prospective Lessee (s) shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said FCP-Phase2A building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Prospective Lessee (s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Property in the FCP-Phase2A Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the FCP-Phase2A building in which said Property is situated is executed in favour of Society/Limited Society, the Prospective Lessee (s) shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said FCP-Phase2A buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the Project Land on which the FCP-Phase2A building in which said Property is situated is executed in favour of Apex Body or Federation, the Prospective Lessee (s) shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.

xiii. The Prospective Lessee (s) hereby covenants and declare that he/she/it/they will utilize on availability basis all the amenities, facilities, limited common areas and common areas developed or to be developed in the First City Project including on the FCP-Phase-1A and FCP-Phase2A by the Developer in common with all the present and future phases of Lessees/residents of the First City Project.

ivx. The Prospective Lessee (s), further hereby covenants and declare that they are aware of the First City Project is being developed in phased manner and presently FCP-Phase1A is completed and Commercial Shopping-1, FCP-Phase2A are under construction and accordingly future phases as and when deem fit will be developed by the Developer on the reminder of the said Land and Prospective Lessee (s) will not have any objection and/or create any obstruction and/or impediment for the future phases developments on the reminder of the said Land.

15. The Developer shall maintain a separate account in respect of sums received by the Developer from the Prospective Lessee (s) as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Property and FCP-Phase2A Building or any part thereof. The Prospective Lessee (s) shall have no claim save and except in respect of the said Property hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the FCP-Phase2A building is transferred to the Co-operative Society or association or Company or the Apex Body/Federation as the case may be and as hereinbefore mentioned.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement, he shall not mortgage or create a charge on the said Property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Prospective Lessee (s) who has taken or agreed to take such said Property.

18. BINDING EFFECT:

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

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PROSPECTIVE LESSEE (S)/ SUBSEQUENT PROSPECTIVE LESSEE (S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Prospective Lessee (s) of the said Property, in case of a transfer, as the said obligations go along with the said Property for all intents and purposes.

22. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Prospective Lessee (s) has to make any payment, in common with other Prospective Lessee (s) in Project, the same shall be in proportion to the carpet area of the said Property to the total carpet area of all the Apartment units in the Project.

24. FURTHER ASSURANCES:

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

25. PLACE OF EXECUTION:

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

26. The Prospective Lessee (s) and/or Developer shall present this Agreement as well as the assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

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

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

M/s Developer name
(Developer Address)
Notified Email ID: _____

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

28. JOINT PROSPECTIVE LESSEE (S):

That in case there are Joint Prospective Lessee (s) all communications shall be sent by the Developer to the Prospective Lessee (s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Prospective Lessee (s).

29. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Prospective Lessee (s).

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

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nagpur courts will have the jurisdiction for this Agreement.

PART - B:

I. CONSTRUCTION AND SPECIFICATIONS:

I.1 The Developer shall construct or cause to be constructed the said Property as per Specifications indicated in **Schedule-E** hereto and within the purview of the declarations given while registering the Project under the said RERA Act.

I.2 The Prospective Lessee (s) hereby gives consent and empowers the Developer to make variations and/ or modifications and/ or alterations to the said Property and the Project as the Developer may consider necessary or as may be necessitated without however substantially altering the size of the said Property or its external dimensions with due sanctions for such alterations from the sanctioning authority.

I.3. The Prospective Lessee (s) shall not have any option to seek any changes or modifications to the Specifications of construction detailed in **Schedule - E**. The Prospective Lessee (s) shall not be permitted to execute any Interior Designing works within the said Property until the said Property is registered and the vacant possession of the said Property is handed over to the Prospective Lessee (s) in writing.

II. Construction of LIG Units: The Prospective Lessee (s) hereby confirms that he/she/they are aware of the Low-Income Group (LIG) housing units to be developed by the Developer in the said Land of 31 Acre as per the requirement of MADC and further confirms that he/she/they have "No Objection" for construction of the LIG housing on part of the remainder of the said Land.

III. CLUB HOUSE/COMMUNITY CENTER:

III.1 The Developer has developed a club house/community center within FCP-Phase-1A for the usage of the Lessees and Prospective Lessees/inhabitants of the entire Township Project including the future phases proposed to be constructed on the said Land. The Lessees of First City Project are entitled to utilize such facilities and benefits after paying the necessary membership charges of Rs./- (Rupees Only) to the Developer, which is forming part of the Lease Consideration and shown in the **Schedule-D**.

III.2 All the Prospective Lessees /occupants of Apartment units of First City Project and/or FCP-Phase1A and FCP-Phase2A and/or future phases of FCP are entitled to make use of the Club along with all the Lessees on availability basis and by paying user/subscription charges as may be prescribed by the Developer/Society/the Agency appointed by the Developer for operating the Club, from time to time. The Developer shall be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities. No Prospective Lessee (s) of the Apartment units in FCP-Phase-2A and/or FCP-Phase1A and/or future phases of FCP shall claim and/or have any exclusive right or ownership over the Club and/its facilities/assets provided thereon including the land covered under the said Club house.

III.3 In the event the said Property is leased/rented out by the Prospective Lessee (s) to any third party, the occupants of the said Property shall be entitled to make use of the Club facilities subject to issuing an authorization letter by Prospective Lessee (s) and in such event the Prospective Lessee (s) shall not be entitled to use the Club facilities. Payment of Club charges etc. shall however be the responsibility of the Prospective Lessee (s).

III.4 The Prospective Lessee (s) /occupants of the said Property shall be bound to follow/observe all rules and regulations of the Club that may be prescribed for the purpose of operating, maintaining, and running this Club by the Developer or the agency operating the Club from time to time including payment of necessary charges.

III.5 The facilities of the Club are available for the benefit of the Prospective Lessees/occupant of the Apartment units in First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP, in the event of transfer of this Agreement rights of the said Property, the transferee of the said Property will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

IV. RIGHT IN COMMON AREAS:

IV.1 The Prospective Lessee (s) shall have the right to access and enjoy the common areas (defined hereinafter) available to all the lessees of the Apartment units in First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP. Further, the Prospective Lessee (s) hereby covenants and agrees that he/she will enjoy in common with the other prospective lessees of the Apartment units in the First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP, all common roads, common lighting, sewers, drains, water-courses etc., provided or hereafter to be provided in the First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP and First City Project and shall proportionately share the expenses for the maintenance of the same.

IV.2 The Prospective Lessee (s) shall not occupy or encroach any of the common areas or open spaces in First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP or the premises of any of the other prospective lessees or occupants therein.

IV.3 The Prospective Lessee (s) shall be entitled for common usage along with other lessees of the First City Project the Common Areas & Facilities in FCP-Phase-2A(hereinafter called **“Common Areas and Facilities”**, which are more fully defined in Second (2nd) Schedule to this Agreement).

IV.4 The Prospective Lessee (s) shall not place objects/things/articles, which hinders free use of any such Common Areas.

IV.5 All other Common Areas and Facilities, which are not included hereinbefore, shall be treated as Limited Common Areas and Amenities (described hereinafter) which shall be vested with the Developer until completion of the entire First City Project and thereafter transferred to the Apex Body / Federation of Societies/Association to be formed.

V. Limited Common Areas and Amenities:

V.1 The Prospective Lessee (s) hereby agrees that the Limited Common Areas and Amenities (hereinafter called **“Limited Common Areas and Amenities”**, which are more fully defined in Second (2nd) Schedule to this Agreement).

V.2. Except for the said Property allotted herein along with all common easement rights attached therewith, all adjoining areas including the un-allotted terrace/roof, unreserved open/covered/stilted car parking spaces and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the FCP-Phase2A as well as reminder of the First City Project land, shall remain the property of the Developer and the same shall always deemed to be in its possession until completion of the First City Project and thereafter the same shall be transferred to Apex Body as mentioned in clause 9.1 hereinabove.

V.2. The Prospective Lessee (s) shall cooperate with and permit the Developer and/or the agency appointed for the maintenance of all Common Areas and Facilities including the Limited Common Areas and Amenities in the FCP-Phase2A and First City Project to enter into the said Property at all reasonable times, for the purpose of repairing and maintaining, rebuilding, clearing and keeping in order and condition all service, drains pipes, cables, wires, water covers, gutters, structures or other convenience belonging to or serving or used for use building and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes.

VI. COMMON MAINTENANCE AND CORPUS DEPOSIT:

VI.1 The Prospective Lessee (s) shall be liable to bear and pay to the Developer the following expenses commencing from the date of execution of the registered Lease Deed of the said Property, irrespective of whether the Prospective Lessee (s) takes possession or not:

- i. minimum electricity and water demand charges,
- ii. other outgoing such as electricity charges and expense incurred by the Developer for maintenance of the said Property, and
- iii. to proportionately share and pay for the Common Area and/or Limited Common Area maintenance expenses at the rate as decided by the Developer or the agency appointed

by the Developer or Society of the Association for maintenance of all the Common Area FCP-Phase2A and/or Limited Common Area and amenities in the FCP-Phase-1A, FCP-Phase2A, and First City Project.

VI.2 The Prospective Lessee, shall pay to the Developer a sum calculated @ Rs. ___/- (Rupees ___ only) per square feet on the Super Built-up Area as corpus fund as indicated in the payment Schedule -D. The contribution towards corpus fund is collected to ensure smooth functioning of the Common Area maintenance activities in FCP-Phase2A, and Township Project. The corpus fund and the interest accumulated on the corpus fund shall be used to enhance the facilities provided by the Developer. The corpus fund along with the balance interest will be transferred to the Society of the Association of FCP-Phase2A at the time of transferring/handing over of the maintenance to the said Association/Society or thereafter the registration of the Lease Deed.

VI.3 The Developer either by itself or through an independent agency shall have responsibility, subject to the timely payment of maintenance and/or other charges by all the prospective lessees/occupants of Apartment units, for operating and maintaining of the FCP-Phase2A and other Common Areas and Limited Common Areas in the First City Project.

VI.4 The Prospective Lessee (s) undertakes to pay the maintenance without fail in any circumstances without any objections and further grants the Association/Developer, the right to enforce the collection of maintenance dues by withholding utilities including water and electricity for nonpayment of dues or any other measure to ensure proper and timely payment of maintenance by prospective lessees.

VI.5 The Developer shall maintain a separate account in respect of sums received by the Developer from the Prospective Lessee) as advance or deposit, lease Consideration, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

VII. ASSIGNMENT:

VII.1 The Prospective Lessee (s) shall not assign/transfer his/her interest under this before registration of Lease Deed. Further, it is also made clear that in the event the Developer give its consent for assignment of Prospective Lessee (s) interest under this Agreement for Lease before the registration of the Lease Deed then the Developer shall charge Rs./- (Rupees only) along with applicable GST as administrative and transfer fee, if such assignment is to spouse or within blood relation (i.e. own brother, own sister, father, mother, children, grandchildren). In any other case, transfer to a person not a blood relation then the Developer shall charge Rs.300/- (Rupees Three Hundred only) per square feet of the said Property, along with applicable GST, as administrative charges and transfer fee for giving such consent and in such event the Developer will have the right to withdraw any of the special incentives or benefits/concessions/discounts already granted to the Prospective Lessee (s), if any, in such cases. Further it is made clear that in the event the Developer agrees to transfer as mentioned supra, apart from the administrative charges mentioned therein all the cancellation/registration charges including legal and other incidental charges on account of transfer of the said Property are to be borne by the Prospective Lessee (s) alone.

VII.2 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of this Agreement shall equally be applicable to and enforceable against any subsequent Prospective Lessees of the said Property, in case of a transfer, as the said obligations go along with the said Property for all intents and purposes.

VIII. CHANGE OF UNIT:

VIII.1 The Prospective Lessee (s) shall not be entitled to change the allotment of the said Property without prior consent of the Developer. The Developer shall, subject to availability of the Apartment units, give consent for change of said Property on payment of Rs. ____/- (Rupees ____ only) along with applicable GST for the first change, and Rs. ____/- (Rupees ____ Only) along with applicable GST for the second change as administrative charges and subject to the Prospective Lessee (s) having paid all the outstanding payments as per Schedule-D including interest and applicable taxes, if any, payable as on the date of such request for change. Further, it is made clear that if the Agreement for Lease already registered in the name of the Prospective Lessee (s) for the said Property, no change of Said Property will be permitted by the Developer.

IX. TERMINATION:

IX.1 In case the Prospective Lessee (s) wants to terminate this Agreement for Lease on his/her own, without there being any default of the Developer, then the Developer is entitled to forfeit __ % of the Lease Consideration of the said Property apart from any other liquidated damages entitled under the RERA Act.

IX.2 On such termination, the excess amount paid, if any, by the Prospective Lessee (s) over and above the --- % of the Lease Consideration be refunded to the Prospective Lessee within a period of 30 days from the date of termination. Further, the Developer shall not be responsible for returning of any taxes including the GST and/or registration charges to the Prospective Lessee (s) and the Prospective Lessee(s) shall seek refund of the same from the concerned departments. In the event there is any deficit amounts towards the forfeiture amount of --- % of the Lease Consideration or tax amounts the Prospective Lessee (s) shall pay to the Developer, the said deficit amounts within a period of 30 days from the date of termination/demand by the Developer.

IX.3 Upon termination of this Agreement for whatsoever reasons, the Prospective Lessee (s) shall not have any claims over the said Property and the Developer shall be at liberty to re-convey/re-assign or otherwise deal with the said Property as the Developer may deem fit. Further, the Prospective Lessee (s) shall execute a cancellation of this Agreement before the concerned Sub-Registrar office, within 30 days from the date of the termination of this Agreement as mentioned above and shall collect the eligible refund, if any, as per the applicable terms of this Agreement.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED
ON BEHALF OF MADCAP BY ITS POA

Signature:

Name: Mr. _____



Please affix
photograph
and sign
across it

SIGNED AND DELIVERED BY THE WITHIN NAMED
ON BEHALF OF NITPL REP BY ITS AUTHORISED SIGNATORY

Signature:

Name: Mr. _____



Please affix
photograph
and sign
across it

SIGNED AND DELIVERED BY THE WITHIN NAMED
Prospective Lessee/s: (including joint Lessee)

(1)Signature:

Name:



Please affix
photograph
and sign
across it

In the presence of following WITNESSES:

1.Signature

2.Signature

Name _____

Name: _____

SCHEDULE A

SCHEDULE OF FIRST CITY PHASE-2 LAND/PROJECT LAND

All that piece and parcel of land with 6 building Harmony along with Open spaces and parks of FCP Phase-1B on the part of said land admeasuring to an extent of Ac.7.467 Cents (i.e. 30256.6 Sq. Meters) situated in Plot no. 2, Sector 21, Village & Post Khapri (Rly.), in Hingna PS, Taluka Nagpur (rural) having Survey/ Khasra no. 10 (Part), 22 (Part), 24(Part), 47 (Part), 48 (Part), 49 (Part), 50 (Part), in the District NAGPUR, the same is recorded in the name of the Maharashtra Airport Development Company (hereinafter referred to MADC) in all Revenue Records and bounded by

North : Future Development of Ac. 31Land
South : Future Development of Ac. 31Land
East : 10 meters wide internal road of Ac. 31Land
West : Future Development of Ac. 31Land

SCHEDULE B

SCHEDULE OF FIRST CITY PHASE-2A LAND/PROJECT LAND

All that piece and parcel of land with 2 buildings Harmony1 and Harmony6 of **FCP-Phase2A** on the part of said land admeasuring to an extent of Ac. 0.72 Cents (i.e. 2899.50 Sq.Meters), and limited common areas in an extent of Ac 5.296 Cents (21449.90 sq.mtrs) which is forming part of the above Scheduled A Land situated in Plot no. 2, Sector 21, Village & Post Khapri (Rly.), in Hingna PS, Taluka Nagpur (rural) in all Revenue Records and bounded by

North :
South :
East :
West :

SCHEDULE C

DETAILS OF THE PROPERTY/APARTMENT UNIT

All that piece and parcel of Apartment unit No. on Floor, in the building known as “HARMONY- __” admeasuring about Carpet area Sq. Mtrs. (i.e. Sq. ft) with Sq.ft balcony [.....Sq. M (i.e., ... Sq. Feet)] constructed on FCP-Phase2A land situated in the District NAGPUR, Subdivision Taluka–Nagpur (Rural), Revenue Village – Khapri (Rly), District-Nagpur and bounded by: -

North : -

South : -

East : -

West : -

SCHEDULE D
PAYMENT SCHEDULE

TOTAL CONSIDERATION/ LEASE CONSIDERATION

*Apartment Unit Value		Amount – Rs.
i)	 Sq. Mtrs. (i.e., ... square feet) of Carpet Area.	
ii)	One Covered Car Parking Charges	
	Total Apartment unit Value (A)	

(“Other Charges Part A - Advance Maintenance, Corpus Fund, Water Charges, Electricity Charges, Internal & External Development Charges etc)

*Other Charges (Part A)		
iii)	Infrastructure & Facilities (Water, Electricity, Sewerage and Generator Charges)	
iv)	Club House & Other Amenities Charges	
v)	Legal and Documentation Charges	
vi)	Corpus Fund	
vii)	12 months advance maintenance charges	
viii)	Other Charges (Additional Car parking)	
	Part A Total (B)	
TOTAL PRICE/LEASE CONSIDERATION (C = A+B)		

*Note: The above-mentioned charges are excluding of all taxes and duties and shall be payable by the Prospective Lessee on the above-mentioned lease consideration.

Part B – Registration Charges, Stamp Duty, GST etc as applicable”)

Part B		
ix)	Stamp Duty Charges	/-
x)	Registration Charges	/-
xi)	GST	/-
	Part B Total	/-

PAYMENT SCHEDULE

1	At the time of booking 0.5% of the Lease Consideration and 9.5% before signing & execution of the Agreement for Lease or within 30 days of booking application whichever is earlier (including Token Amount)	10%
2	On Completion of Foundation / Plinth of the building in which the said apartment is located	10%
3	On Completion of Stilt Level Slab of the building in which the said apartment is located	15%
4	On Completion of 1 st to 3 rd Slab of the building in which the said apartment is located	10%
5	On Completion of 4 th to 6 th Slab of the building in which the said apartment is located	10%
6	On Completion of 7 th to 9 th Slab of the building in which the said apartment is located	10%
7	On Completion of 10 th to 12 th Slab of the building in which the said apartment is located	10%

8	On Completion of Roof Slab of the building in which the said apartment is located	10%
9	On completion of the walls of the said Apartment.	5%
10	On completion of the Sanitary fittings, of the said Apartment	5%
11	On Completion of Works and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate	5%

Note: *The above mentioned **other charges, corpus fund, duties, and maintenance charges with applicable tax** shall be payable along with (ix) installment of the Payment Schedule.*

SCHEDULE E

SPECIFICATIONS OF APARTMENT UNIT/SAID PROPERTY SPECIFICATIONS

Structure	Reinforced Cement Concrete Footing & Frame work.	
Walls	Reinforced Cement Concrete Wall	
Roof	Reinforced Cement Concrete Roofing	
Windows	Bedrooms, Kitchen	Aluminum / UPVC Framed Sliding with Glazing
	Bathrooms	Fixed Louvers
Doors	Main Door	TATA "PRAVESH" External wood finish door or equivalent
	Internal Doors	Hard wood frame or Factory made wooden door frame with Flush Door Shutters
	Balcony	Aluminium / UPVC Framed glazed Sliding door
Floor Finishes	Bedrooms, Living, Dining, Study Room	Vitrified Tiles with skirting
	Kitchen, Bathroom & Balcony	Anti-Skid vitrified / Ceramic Tiles
Wall Finishes	Interior	Cement Based Wall Putty + Emulsion Paint
	Exterior	1 Coat of Primer + with Texture/Weatherproof exterior emulsion Paint
	Bathroom	Ceramic Tiles cladding to 2100mm height
	Kitchen	Ceramic Tiles cladding to 600mm height above counter level
Sanitary Fittings	Master Toilet	EWC, Wash Basin, Shower Rose with provision for Geyser.
	Common Toilet	EWC, Shower Rose with Geyser Provision.
	Other Toilets	EWC, Shower Rose with Geyser Provision & Wash Basin
	Kitchen	Bare Kitchen
Electrical	• Concealed copper wiring in flats. • Power outlet for air conditioner in all bedrooms and living. • Power outlets for geysers. • Power outlets for chimney, Hob, refrigerator, microwave oven, mixer/grinder in kitchen. • Washing machine point in Utility area. • Miniature Circuit Breakers (MCB) for each distribution board. • Modular Switches	
Lift	Passenger lift	

Note: 1.The above specifications may be changed to comply with any authority regulations or if the Project Architect recommends alternative of equal or better quality.

ANNEXURE – A

PROJECT / FCP-PHASE-1B REGISTRATION CERTIFICATE BY MAHA RERA

ANNEXURE – B

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Dated day of 20

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE -C

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Developer to the Project Land).

ANNEXURE -C-1

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

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Project)

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(Authenticated copies of the plans and specifications of the said Property agreed to be leased out by the Prospective Lessee (s) as approved by the concerned local authority/MADC)

SECOND (2ND) SCHEDULE

COMMON AREAS & FACILITIES:

The land on which the building is located and all easements, rights and appurtenances belonging to the said Project Land and the said building (Harmony1 and Harmony6), the foundations, columns, girders, beams, supports, main walls, roof, halls, common corridors, passages, lobbies, stairs, stair-way, terraces, refuge areas and entrances and exits of the said building and internal roads within FCP-Phase2A, installations of common services such as substation for power, light and sewerage in the said buildings, the elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors in the said buildings, circulation area, service areas including but not limited, to Driveway within Harmony buildings, machine room, overhead water tanks, maintenance offices/stores, FCP-Phase2A Block society office, roads etc., architectural features, if provided and security/fire control rooms in the said buildings, all other parts of the said building necessary or convenient to its existence, maintenance and safety or normally in common use of the FCP- Phase2A.

LIMITED COMMON AMENITIES:

Entrance Gate, Main roads/Arterial Road/Driveway within First City, Club House with swimming pool, Multipurpose Hall, Squash & Badminton court, Tennis Court, Jogging Tracks, RG1, RG2, RG3, RG4, RG9 (on podium), RG10 (on podium), Temple near to the main entrance gate, Landscape & Play areas developed and/or to be developed on FCP-Phase-IA and/or FCP- Phase2A and/or on the First City Project are for common usage by the Prospective Lessee together with all other present and future residents / prospective lessee of Apartment units in First City Project by paying applicable user/maintenance charges as may be decided by the Developer/agency appointed for maintenance of the same by the Developer. As such the Prospective Lessee (s) shall fully cooperate and share the said Limited Common Areas and Amenities amenably and amicably with all other present and future co-residents of the First City Project and understands that they shall not have any claim of ownership rights or exclusive rights on such Limited Common Areas and Amenities and the land area covered there under, except for usage of the said Limited Common Areas and Amenities together with all other present and future residents/prospective lessee of Apartment units in First City Project.