270/9291 पावती Original/Duplicate

Wednesday,October 12 ,2022 नोंदणी क्र. :39म

1:51 PM Regn.:39M

पावती क्रं.: 11113 दिनांक: 12/10/2022

गावाचे नाव: **पिपळा**

दस्तऐवजाचा अनुक्रमांक: नगन7-9291-2022

दस्तऐवजाचा प्रकार : **बिल्डी करारनामा**

सादर करणाऱ्याचे नाव: **समसारा फंड अॅडव्हायझर प्रायव्हेट लिमीटेड तर्फे अधिकृत हस्ताक्षर कर्ता श्री जिगर हरेश जोशी**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1920.00
पृष्ठांची संख्या: 98	
एकूण:	रु. 31920.00

DELIVERED

आपणास मूळ दस्त ,ध्वनीलेख प्रिंट,सूची-२ अंदाजे 2:04 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक वर्ग-२
नागपूर क्रमांक ७

बाजार मुल्य: रु.54961083.8 /-

मोबदला रु.50000000/-

भरलेले मुद्रांक शुल्क : रु. 3297700/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1920/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1210202205125 दिनांक: 12/10/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009108638202223E दिनांक: 12/10/2022

बँकेचे नाव व पत्ता:

J.H Joshi

CHALLAN

MTR Form Number-6

GRN	MH009108838202223E	BARCODE		Date	11/10/2022-18:03:42	Form ID	25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	AAKCS0235J
Office Name	NGP7_JT NAGPUR NO 7 SUB REGISTRAR	**Full Name**	Sarasana Fund Advisors Private Limited
Location	NAGPUR		
Year	2022-2023 One Time	**Flat/Block No.**	NZ PIPLA
	Account Head Details / **Amount In Rs.**	**Premises/Building**	
0030048401	Stamp Duty — 3297700.00	**Road/Street**	NAGPUR
0030063301	Registration Fee — 30000.00	**Area/Locality**	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 0 2
		Remarks (If Any)	
		SecondPartyName=Luxora Infrastructure Private Limited~	
		Amount In Words	Thirty Three Lakh Twenty Seven Thousand Seven Hundred Rupees Only
Total	33,27,700.00		

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022101123235	CKV0675380
Cheque/DD No.		Bank Date	RBI Date	11/10/2022-18:24:05	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9373103103

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Print Date 11-10-2022 08:05:18

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**AGREEMENT**") IS MADE AND ENTERED INTO AT NAGPUR on this 12th day of October 2022

BY AND BETWEEN

LUXORA INFRASTRUCTURE PRIVATE LIMITED, (PAN No. AABCL2854K, CIN: U65929MH2007PTC166943), a company incorporated under the Indian Companies Act, 1956 and having its registered office at Unit No 150, Avior Corporate Park, Nirmal Galaxy, LBS Road, Mulund West, Mumbai – 400080 and also having an office in Nagpur located at The Glade, Ensaara Metropark, Mouja Pipla, Nagpur (MH) 440034, hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part;**

AND

M/S. SAMSARA FUND ADVISORS PRIVATE LIMITED having its address as stated in **Annexure A** hereto and hereinafter referred to as the "**Allottee**" (which expression shall unless it be repugnant to the subject context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Other Part;**

The Promoter and the Allottee shall, wherever the context requires be referred to individually as "**Party**" and collectively as "**Parties**" hereto.

RECITALS

WHEREAS:

A. The Government of Maharashtra through the Urban Development Department (hereinafter referred to as the "Government"), acting under the provisions of Sections 20(4) and 37 of the Maharashtra Regional and Town Planning Act, 1966; has sanctioned modification of the Development Control Regulations of all the Municipal Corporations, New Town Development Authorities, Special Planning Authorities, Municipal Councils and also in the Development Control Regulations of the Regional Plans of

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the State of Maharashtra by incorporating Development Control Regulations exclusively for Special Townships and accordingly has vide Notification bearing No. TPS 2405/Nagpur R.P.DCR/ UD-9 dated February 17, 2006 modified the Regional Plan for Nagpur District Region. Vide Notification bearing No. TPS-1816/CR-368/15/20(3)/UD-13 dated Novemper 9, 2016 has further modified and amended the Development Control Regulations exclusiveiy for Special Townships (hereinafter collectively referred to as "**Township Regulations**").

B. The Promoter has acquired and/or is well and sufficiently entitled to all that freehold piece or parcel of land or ground hereditaments located at Mouja Pipla Taluka and District Nagpur admeasuring approximately 115 hectares equivalent to approximetely 284 acres which is more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**Ensaara Property**"). In accordance with the Township Regulations, the Promoter has planned and is in the process of developing and constructing an integrated township to be known as "**Ensaara Metropark**", consisting of several residential plots, multi-storied buildings containing residential and/or non-residential units, in several phases, along with required infrastructure, amenities, and facilities.

In compliance with the Township Regulations, the Promoter has, in respect of the Ensaara Property, obtained from the Appropriate Authorities, all the necessary approvals for the development of Ensaara Metropark. At present, as a part of the development of Ensaara Property, the Promoter, after having obtained all the necessary approvals from the Appropriate Autricrity (details of the key approvals are more particularly stated in **Annexure B** hereto), has commenced construction of a plot with the necessary infrastructure facilities including road access, sanitation, sewerage, telephone, gas and access to electricity and water (hereinafter referred to as the "**Unit Land**"), on which a proposed building is to be constructed (hereinafter referred to as the "**Proposed Structure**"), which forms part of the Layout Land and Ensaara Property, in accordance with the Project Plan. The particulars of the Proposed Structure and Unit Land are stated in **Annexure "A"** hereto. The Layout Land and the Unit Land is shown in blue and red colour boundary lines respectively, on the sanctioned layout plan annexed hereto as **Annexure C**.

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C. The Promoter has in compliance of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**Rules**"), registered the Proposed Structure as a "real estate project" as defined under the Act, with the Maharashtra Real Estate Regulatory Authority, having the registration number as more particularly stated in **Annexure A** hereto. An authenticated copy of the project registration certificate issued by the Maharashtra Real Estate Regulatory Authority is annexed hereto as **Annexure D**.

D. For the Proposed Structure, the Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and appoint a Chartered Engineer for the preparation of the design and drawings of the Proposed Structure. The Promoter accepts professional supervision of the Architect and the Chartered Engineer until the complete development of the Unit Land. From time to time the Promoter shall appoint varibus other contractors and sub-contractors for the development of the Proposed Structure. Notwithstanding what is stated herein, the Promoter shall always be entitled to change any or all of the architects, engineers, contractors, sub-contractors etc. engaged in the development of the Unit Land, in their sole discretion without any recourse to the Allottee. The Allottee understands and accepts the same.

E. It is an express, essential, and integral terms and conditions of this Agreement that:

i. The Promoter is desirous of developing an integrated township i.e. the Ensaara Metropark on the Ensaara Property comprising of, inter alia, residential and non-residential buildings, pbts, club houses, ratail buildings, convenience stores, gardens, open spaces along with all the required infrastructure facilities including but not limited to water supply, sanitation, electric power, roads, telephone lines etc. in an orderly and systematic manner and also to manage and maintain Ensaara Metropark, in accordance with the Township Regulations.

ii. The Promoter shall in its sole and unfettered discretion, undertake the development of building and/or several buildings on the Layout Land and



shall further be entitled to register each of such building/s as independent real estate projects' under the Act with the Maharashtra Real Estate Regulatory Authority, if required from time to time.

iii. The Promoter shall in its sole and unfettered discretion, undertake the development of different piece and parcels of land forming a part of the Ensaara Property either by itself or jointly with other developers and which may or may not be contiguous/adjoining the Unit Land and shall further be entitled to register any such development as "real estate projects' under the Act with the Maharashtra Real Estate Regulatory Authority, if required from time to time (hereinafter referred to as the '**Balance Projects**'). The Ensaara Metropark Amenities and Facilities shall be ultimately held by the Apex Body, as provided herein, and/or managed through the Apex Body, as determined by the Promoter, in its sole discretion.

All the projects comprised in the Layout and forming part of the Layout Land including the Proposed Structure shall have proportionate undivided interest in the common areas and facilities of the Layout Land which will be ultimately held by the respective Body Corporate(s) and/or the Apex Body, as the case maybe, as determined by the Promoter, in its sole discretion.

iv. Pursuant to the modification/amendment of the erstwhile Township Regulations, the Promoter is now entitled to enhanced FSI in respect of the Ensaara Property and accordingly, the Promoter shall be applying for modification/amendments of the Approvals from the Appropriate Authorities in order to further utilize the enhanced FSI. The Promoter shall also be entitled to make variations, alterations, amendments or deletions to or in the plans/scheme of development of the Ensaara Metropark, or any part thereof, layout plans and Layout Plan including but not limiting to the relocating/ realignment of water, power, sewerage, telephone, gas and other services and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, club houses, convenience stores recrention areas, garden or playground spaces and all or any other areas, amenities and facilities as they may deem fit in their sole and unfettered discretion; or if the same are required by the Appropriate Authorities, but without affecting the rights and interests of the Allottee under this Agreement including the location and area of the Unit Land together with the Project Useable Carpet Area. The Allottee understands the same and hereby grants its unconditional consent to the same.



F. The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title in respect of the Unit Land and the Approvals. The Allottee has independently verified the same and is satisfied in all respects thereto. A copy of the title certificate issued by M/s Dwivedi & Khedkar Advocates and the Property Card and/or VII/XII extracts in respect of the Unit Land are hereto annexed and marked as **Annexure E** and **Annexure F** respectively. Further, the Allottee confirms that the Promoter has given to the Allottee inspection of the plans including the Ensaara Property, Project Plan (and any proposed revisions thereof), the aforesaid proposed new development plan, notifications, designs and specifications of the Proposed Structure and the Allottee has independently verified the same and is satisfied in all aspects thereto.

G. After perusing and being completely satisfied with regard to the Approvals and title documents in respect of the Proposed Structure and/or Unit Land the Allottee has agreed to acquire from the Promoter and the Promoter has agreed to grant unto the Allottee, the exclusive right to use, possess and occupy the Unit Land, on leasehold basis for a period of 999 (Nine Hundred and Ninety Nine) years (**"Lease Term"**), and further to construct thereon the Proposed Structure having a maximum aggregate Project Useable Carpet Area, as more particularly stated in **Annexure A**, in accordance with the Project Plan, at and for the Consideration and on the terms and conditions as stated herein. The Unit Land and Proposed Structure are more particularly described in **Annexure A.**

H. The Parties, being desirous of recording the terms and conditions for acquisition of the exclusive right to use, possess and occupy the Unit Land for the Lease Term together with the right to construct the Proposed Structure thereon, as agreed to between the Parties and as required under Section 13 of the Act read with the Rules, have executed this Agreement to bind one another as hereunder.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, consideration and promises contained, the Parties intending to be bound legally, agree as follows:

1. **DEFINITIONS AND CONSTRUCTION**

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The Parties hereto confirm that all the recitals of this Agreement shall form a part and parcel of this operative part of the Agreement as if the same were reproduced verbatim herein.

1.1 Definitions.

In this Agreement each word or phrase listed below has the meaning designated herein. Other words or phrases used in this Agreement may be defined in the context in which they are used, and shall have the respective meaning designated therein, unless the context otherwise requires:

1.1.1 "**Agreement**" shall mean this Agreement for Sale and the Schedules, Annexures to this Agreement and amendments in writing thereto, if any;

1.1.2 "**Apex Body**" shall mean an association of persons duly incorporated registered or formed under the law being in force (at the relevant time) or a company incorporated under the Companies Act, 1956, or a co-operative society formed under the Maharashtra Co-operative Societies Act, 1960 or an association of apartment owners formed under the Maharashtra Apartment Ownership Act, 1970 or any such body corporate or organisation, as may be incorporated/registered by the Promoter in its discretion, under the prevalent laws at the appropriate time; the shareholders/members whereof, shall comprise of all the body corporates of the Balance Projects including the Body Corporate and the allottees of any stand-alone premises in the Ensaara Metropark which do not form a part of any body corporate, if any.

1.1.3 "**Appropriate Authority**" or "**Appropriate Authorities**" shall mean the Government of Maharashtra and/or the Honourable Collector, Nagpur and/or the Nagpur Municipal Corporation and/or the Nagpur Improvement Trust, authorities under the Income Tax Act, 1961, the Maharashtra Real Estate Regulatory Authority and/or any other statutory body or quasi-judicial body to which the Ensaara Property and/or Ensaara Metropark is subjected to or may be subjected to in the future.

1.1.4 "**Approvals**" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/ to be obtained from or granted/ to be granted

by the Appropriate Authorities in connection with the development and construction of the Proposed Structure.

1.1.5 "**Balance Projects**" shall have the meaning ascribed to it in Recital E.

1.1.6 "**Body Corporate**" shall mean an association of persons duly incorporated or formed under any law for the time being in force or a company incorporated under the Companies Act, 1956, or a co-operative society formed under the Maharashtra Co-operative Societies Act, 1960 or an association of apartment owners formed under the Maharashtra Apartment Ownership Act, 1970 or any such body corporate or organisation, as may be incorporated/registered by the Promoter in its discretion, under the prevalent laws at the appropriate time for the Layout including the Proposed Structure, the members whereof shall comprise of all the unit allottees, transferees and/or allottees of the Layout and/or the Proposed Structure constructed on the Layout Land in the Ensaara Metropark.

1.1.7 "**Charges and Deposits**" shall mean the charges, which are payable by the Allottee after the receipt of the occupancy certificate for the Proposed Structure, as specified in **Annexure A** hereto.

1.1.8 "**Consideration**" shall mean an amount to be paid by the Allottee to the Promoter in accordance with **Annexure A** hereto as and by way of consideration for acquisition of the exclusive right to use, possess and occupy the Unit Land on leasehold basis together with the right to construct the Proposed Structure thereon.

1.1.9 "**Ensaara Metropark**" shall mean the integrated township being developed by the Promoter on the Ensaara Property in accordance with the Township Regulations to be known as Ensaara Metropark.

1.1.10 "**Ensaara Metropark Amenities and Facilities**" shall mean those common areas, infrastructure, amenities and facilities to be developed upon the Ensaara Property, in accordance with the Township Regulations, which shall be developed by the Promoter, in its discretion, in several phases and/or along with the Balance Projects as a part of the Ensaara Metropark, which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time. Part of the Ensaara Metropark

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Amenities and Facilities shall be made available on completion of the Proposed Structure.

1.1.11 "**Ensaara Metropark Management Company**" shall mean any Person who shall be in charge of the maintenance and management of the Ensaara Metropark Amenities and Facilities in the Ensaara Metropark and appointed by the Promoter in accordance with Clause 5.2 hereinbelow.

1.1.12 "**Ensaara Metropark Maintenance Charge**" shall mean a provisional monthly charge levied, initially by the Promoter and thereafter by the Apex Body or Ensaara Metropark Management Company (as the case maybe), for the management and maintenance of the Ensaara Metropark Amenities and Facilities, calculated on a per square foot/square metre basis of the total area of the useable carpet area of the units in the Proposed Structure as specified in **Annexure A** and payable by the Allottee quarterly in advance to the Promoter or as decided by the Apex Body or Ensaara Metropark Management Company (as the case may be).

1.1.13 "**Ensaara Property**" shall mean all that piece and parcel of land admeasuring approximately 115 hectares equivalent to approximately 284 acres situated at Mouja, Pipla Taluka and District Nagpur and more particularly described in the **First Schedule** hereunder written.

1.1.14 "**Floor Space Index**" or "**FSI**" shall mean the quotient obtained by dividing the total covered area (plinth area) on all floors, by the area of the Ensaara Property and more particularly defined in Development Control Regulations, Nagpur, 1991.

1.1.15 "**Layout**" shall mean construction and development upon the Layout Land of single/multi storied residential building/s in the sole discretion of the Promoter, including the Proposed Structure (which shall be constructed by the Allottee).

1.1.16 "**Layout Common Amenities and Facilities**" shall mean those common areas, infrastructure, amenities and facilities (e.g., car parking, security etc.) to be developed upon the Layout Land, part of which will also be on the Unit Land and developed by the Allottee in accordance with the Project Plan. These are intended for the common use of, inter alia, the allottees,

purchasers and occupants from time to time of the projects on the Layout Land including the Proposed Structure. The common Layout Amenities and Facilities are more particularly stated in **Annexure A** annexed hereto.

1.1.17 "**Layout Land**" shall mean all that piece and parcel of land forming part of the Ensaara Property and which is more particularly described in the **Second Schedule** hereunder written and shown in blue colour boundary line on the plan annexed hereto as **Annexure C**.

1.1.18 **"Layout Maintenance Charge"** shall mean a provisional monthly charge levied, initially by the Promoter and thereafter by the Body Corporate or Ensaara Metropark Management Company (as the case maybe), for the management and maintenance of the Layout Common Amenities and Facilities, calculated on a per square foot/square metre basis of the total Project Usable Carpet Area of the Proposed Structure as specified in **Annexure A** and payable by the Allottee quarterly in advance to the Promoter or as decided by the Apex Body or Ensaara Metropark Management Company (as the case may be).

1.1.19 "**Possession Date**" shall mean the date of execution of this Agreement on which date the Promoter has handed over possession of the Unit Land to the Allottee.

1.1.20 "**Proposed Structure**" shall mean building comprising of several units to be constructed on the Unit Land (including the respective Layout Common Amenities and Facilities thereon) and is more particularly described in **Annexure A** hereto, in accordance with the Project Plan.

1.1.21 "**Project Plan**" shall mean the sanctioned building/layout plan, in accordance with which, the Allottee shall construct and develop the Proposed Structure, on the Unit Land and as may be approved by the Appropriate Authorities.

1.1.22 "**Promoter's Project Bank Account**" shall mean the bank account, particulars of which are stated in **Annexure A.**

1.1.23 "**Taxes**" shall mean all direct and indirect taxes including but not limiting to the goods and service 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 (now or in future) and, or, levied, by any Appropriate Authority, together with aby interest and penalties in relation thereto in respect of the Proposed Structure, Unit Land, Ensaara Metropark and/or Ensaara Property.

1.1.24 "**Township Regulations**" shall have the meaning ascribed to it in Recital A.

1.1.25 "**Unit Land**" shall mean a plot of land, being all that piece and parcel of land forming a part of the Layout Land which is more particularly described in **Annexure A** hereto and is hereto shown in a red colour boundary line on the plan annexed hereto as **Annexure C**.

1.2 Interpretation

1.2.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

1.2.2 All references in this Agreement to Articles, Clauses and Sub-Clauses, Schedules or Annexures shall be construed as including a reference to provisions in or to this Agreement unless otherwise specified therein. The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision in this Agreement. The words "include", "including" "among other things" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases, or words of like import.

1.2.3 The headings of the several Articles and Sub-Clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.

1.2.4 Unless otherwise specifically stated in this Agreement, time will be the essence of contract for the purpose of the obligations under this Agreement.

1.2.5 It is hereby expressly recorded that the Recitals hereinabove shall form an integral part of this operative portion, as if the same are set out herein **verbatim.**

2. AGREEMENT

2.1. The Promoter hereby grants to the Allottee and the Allottee hereby takes from the Promoter the exclusive right to use, occupy and possess the Unit Land, on leasehold basis for the Lease Term i.e., a period of 999 (Nine Hundred and Ninety Nine) years commencing from the date of this Agreement, together with all rights, easement and appurtenances thereto and further the right to construct thereon the Proposed Structure.

2.2. The Promoter agrees to develop the Unit Land by providing the point of access to necessary infrastructure facilities including road access, sanitation, sewerage, telephone, gas and access to power and water supply on or prior to the receipt of the occupancy certificate for the Proposed Structure.

2.3. The Promoter has handed over the Unit Land to the Allottee on the Possession Date.

2.4. Any FSI accruing on Unit Land and not being utilised on the Unit Land (as per the designs/plans provided by the Promoter to the Allottee), for any reason whatsoever, shall at all times accrue and belong exclusively to the Promoter alone and may be utilised in the Balance Projects at the sole discretion of the Promoter.

2.5. The Allottee acknowledges and confirms that the other projects/building/s on the Layout Land (aside from the rights to use the Ensaara Metropark Amenities and Facilities and Layout Common Amenities and Facilities) and the Balance Projects and/or the plans, layout plans, approvals etc. in respect thereof being implemented or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement or interest of Allottee in respect thereof.

2.6. The Promoter shall be entitled in its sole discretion as it deems to fit to allocate and distribute all vehicle parking spaces (if any) in respect of the Layout, subject to the Proposed Structure being entitled to vehicle car parking spaces on completion of the Proposed Structure.

2.7. The Allottee agrees and undertakes to construct the Proposed Structure on the Unit Land either by itself or through the Promoter or any third party.

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2.8. The Promoter undertakes and confirms that the allottees, purchasers and occupants in the Proposed Structure shall have the right to access and use the Ensaara Metropark Amenities and Facilities and Layout Common Amenities and Facilities together with the other allottees, purchasers and occupants from time to time in the Ensaara Metropark. The Promoter further undertakes and confirms that if any additional amenities and facilities are made available or provided to other allottees of plots in the Ensaara Property the same shall be deemed to be included in the Ensaara Metropark Amenities and Facilities and Layout Common Amenities and Facilities and shall also be available for use and enjoyment of the Allottee and the allottees in the Proposed Structure on terms similar to those offered to the other allottees of plots in the Ensaara Property.

3. **PAYMENTS**

3.1 Consideration

3.1.1 The Allottee shall pay to the Promoter the Consideration along with the applicable Duties and Taxes as and by way of consideration for acquisition of the exclusive right to use, possess and occupy the Unit Land on leasehold basis together with the right to construct the Proposed Structure thereon.

3.1.2 The Allottee shall pay to the Promoter the Consideration as per the payment schedule as stated in **Annexure A** hereto.

3.1.3 In addition to the Consideration, the Allottee shall pay all Taxes (whether currently applicable / payable or which may become applicable / payable in future) including but not limited to, Service Tax, Value Added Tax (VAT) and Goods and Services Tax (GST) in connection with the acquisition of the exclusive right to use, possess and occupy the Unit Land together with the right to construct the Proposed Structure thereon.

3.1.4 The Allottee hereby confirms and understands that no third party cheques or RTGS or pay orders will be accepted by the Promoter or considered as payment towards the Consideration and/or the Charges and Deposits.

3.1.5 In compliance with the rules and regulations of the Income Tax authorities, the Allottee shall make all payments towards Consideration or part thereof, after deducting TDS @ 1% (or at any other rate that may be prescribed) on such amounts, if applicable. Along with such payment, the Allottee shall also be required to submit to the Promoter the requisite challan as well as Form 16 B (presently evidencing payment of TDS to the Government) as per Income Tax Act, 1961, duly executed by the Allottee in that regard.

3.1.6 It is hereby specifically agreed that any payment of the Consideration or part thereof made by the Allottee that is not accompanied with the challan and Form 16B shall be deemed td be a failure to pay and the provisions of clause 3.4 heroinbelow shall apply.

3.1.7 It is hereby further agreed that if Promoter desires so, the Allottee shall authorize the Promoter in writing (by executing suoh dooument as may be necessary), to collect the amount of TDS which the Allottee is liable to deduct and deposit the same with the Appropriate Authorities. The Promoter shall provide the Allottee with such documentary proof of deposit, in due course.

3.1.8 The Promoter confirms that the Consideration so stated shall be increased on account of any development charges, levies, duty, cess or any other levy by whatever name called that may be imposed on the Unit Land by the Appropriate Authorities. In such an event, the Allottee agrees to pay the additional amount to the Promoter without protest or demur.

3.1.9 The Promoter and the Allottee confirm and agree that the balance consideration stated in **Annexure A** shall be payable on receipt of approval of the Project Plan from the Appropriate Authority.

3.1.10 The Promoter and Allottee also confirm and agree that after receipt of approval of the Project Plan as stated above, the Allottee shall pay the balance consideration stated in **Annexure A** after deducting therefrom all amounts due and payable to the Allottee by the Promoter whether under this Agreement or otherwise.

3.2 Charges and Deposits

3.2.1 In addition to the Consideration, the Allottee shall pay and/or deposit with tbe Promoter on demand, the Charges and Deposits as specified in **Annexure A** hereto, on br before the Possession Date. It is clarified that the Charges and Deposits shall be payable by the Allottee only upon receipt of the occupancy certificate for the Proposed Structure.

3.2.2 The Promoter shall maintain separate books of account in respect of the Charges and Deposits, collected in advance and shall be liable to render the accounts of such Charges and Deposits, only to the Body Corporate and/or Apex Body, as the case may be, and not individually to the Allottee at any time. The Charges and Deposits, paid to the Promoter by the Allottee shall not carry any interest and the same shall remain with the Promoter until the formation of the Body Corporate and/or Apex Body and only after

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utilizing, appropriating and adjusting the same, be transferred by the Promoter to the Body Corporate and/or the Apex Body, as the case may be.

3.2.3 The amounts of Charges and Deposits have been separately agreed to and recorded in writing and signed by the Parties and shall form part of this Agreement and the same is non-refundable as stated in **Annexure A**.

3.3 **Layout Maintenance Charge and Ensaara Metropark Maintenance Charge**

3.3.1 On and from the date of receipt of occupancy certificate for the Proposed Structure and upon receipt of the same from the purchasers and occupants in the Proposed Structure, the Allottee shall be liable to pay to the Promoter and/or the Body Corporate (as the case may be) the Layout Maintenance Charge as shall be decided and/or specified in **Annexure A** hereto and the same shall be paid quarterly in advance to the Promoter or the Body Corporate (as the case may be), or as may be varied from time to time. The Promoter and/or the Body Corporate (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same, or as may be varied from time to time.

3.3.2 On and from the date of receipt of occupancy certificate for the Proposed Structure and upon receipt of the same from the purchasers and occupants in the Proposed Structure, the Allottee shall be liable to pay to the Promoter and/or the Apex Body (as the case may be) the Ensaara Metropark Maintenance Charge as shall be decided and/or as specified in **Annexure A** hereto and shall be paid quarterly in advance to the Promoter or the Apex Body (as the case may be), or as may be varied from time to time. The Promoter and/or the Apex Body (as the case may be) shall 1 (one) month prior to the expiry of the preceding quarter raise bills for the same, or as may be varied from time to time.

3.3.3 If in the event the Promoter is responsible for collecting the Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge and there being any arrears in payment of the same by the Allottee, the Promoter shall before transferring over such Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge to the Body Corporate or the Apex Body (as the case maybe), appropriate the shortfall from and out of the Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge collected from all the other unit allottees who may be member of the same Body Corporate and/or the Apex Body, as the case may be, and shall recover the same along with interest due (if any) from the Allottee.

3.3.4 if the Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge, which is charged on a provisional basis, is insufficient to manage and maintain the Proposed Structure and/or Ensaara Metropark then in that event the Promoter, Body Corporate and/or Apex Body, as the case may be, shall have the right to increase the Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge from time to time and the Allottee shall without any protest pay its proportionate share of such increase.

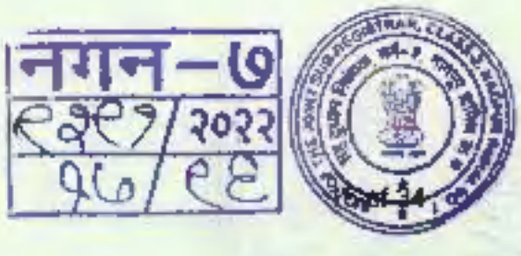
3.3.5 The Allottee agrees to pay the Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge within 15 (fifteen) days from the date of demand thereof by the Promoter, Body Corporate and/or Apex Body as the case may be. Any delay in payment of either the Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge shall make the Allottee liable to pay interest at the rate of 18% p.a. from the date the said amount becoming due and payable by the Allottee to the Promoter, Body Corporate and/or Apex Body as the case may be, till the date of realization such amount.

3.3.6 If the Allottee does not pay the Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge and interest thereon (if any) for a period of more than 2 (Two) quarters consecutively then in that event the Promoter, the Body Corporate and/or the Apex Body (as the case may be) shall have the right to withhold or cut-off the amenities or facilities or services enjoyed by the Allottee in relation to the Proposed Structure and/or the Unit Land, and/or Ensaara Metropark. However the liability to pay Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge along with interest thereon shall continue irrespective of the discontinuance of such amenities or facilities or services.

3.3.7 In the event any of the utility providers are unable to provide any of its services in respect of the Ensaara Metropark Amenities and Facilities, then in that event the Promoter, Body Corporate and/or Apex Body as the case may be, shall not be liable or responsible to provide the same.

3.4 Timely Payments

3.4.1 Time, for payment of all the instalments of the Consideration, Charges and Deposits, Layout Maintenance Charge and/or Ensaara Metropark Maintenance Charge and other amounts payable by the Allottee under this Agreement, is of the essence of this Agreement. It is hereby expressly clarified, agreed and understood that if for any reason whatsoever, the Allottee commits any delay and/or default in payment of any of the amounts mentioned in this Agreement or in providing the challan and Form 16B



evidencing the TDS deducted then in such event, without prejudice to the other rights and remedies available to the Promoter, the Allottee shall be liable to pay to the Promoter interest as per Applicable Law on the amount of the instalment/s and/or other amounts from their respective due dates till payment and/or realization.

3.4.2 All payments as provided in this Agreement shall be made by the Allottee by way of cheque/demand draft/pay order drawn in favour of the Promoter's Project Bank Account only. In the event the Promoter desires that the cheques/demand drafts/pay orders be drawn in favour of another bank account, the Promoter shall inform the Allottee of the same in writing, and upon receipt of such written intimation from the Promoter, the Allottee shall make all future payments accordingly.

3.4.3 It is hereby agreed that if due to any ordinance, notification, change in existing laws or enactments, any additional taxes, levies, service tax or VAT, Goods or Services tax, or any other taxes/charges/surcharge pertaining or relating to grant of the exclusive right to use, possess and occupy the Unit Land on leasehold basis together with the right to construct the Proposed Structure thereon and/or Ensaara Metropark are levied or increased and are payable by the Promoter and/or recovered from the Promoter, then the same shall be borne and paid by the Allottee, at actuals, without any objection.

4 CONSTRUCTION AND DEVELOPMENT

4.1 Ensaara Metropark

4.1.1 The Ensaara Metropark together with the Ensaara Metropark Amenities and Facilities, is and shall be undertaken and implemented by the Promoter as it deems fit, in its sole discretion subject to the occurrence of any event of Force Majeure. No persons or parties, including the Allottee and the Body Corporate shall interfere, obstruct the Promoter in the development and construction of the Ensaara Metropark.

4.1.2 Notwithstanding anything contained herein, the Promoter, shall in its discretion, inter alia, be entitled to make any variations, alterations, amendments or deletions in respect of the layout and planning of the Ensaara Metropark or any of the Balance Projects, without recourse to the Allottee. The Allottee understands and irrevocably consents to the same.

4.1.3 The Promoter shall develop several other amenities like neighbourhood clubs, convenience stores etc. to be shared with the allottees of the Proposed Structure and/or Balance Projects as maybe decided by the Promoter in its sole discretion. The details of the neighbourhood club, if any,

including the exclusive or non-exclusive use by all the allottees of the Proposed Structure and/or the Balance Projects, as the case maybe, and the consideration to be paid in respect thereof, if any, are more particularly stated in **Annexure A**.

4.1.4 The Allottee understands that use of all such amenities shall always be subject to the rules and regulations that may be framed by the Promoter and/or Apex Body from time to time.

4.1.5 For the proper upkeep, maintenance and security of parks and recreation grounds in Ensaara Metropark, the Promoter, the Apex Body and/or Ensaara Metropark Management Company shall be entitled to charge an entrance fee and restrict the timing of its use and access.

4.2 Layout

4.2.1 The Layout is and shall be undertaken and implemented by the Promoter as it deems fit, in its sole discretion subject to the occurrence of any event of Force Majeure. No persons or parties, including the Allottee and the Body Corporate shall interfere, obstruct the Promoter in the development and construction of the Layout excluding the Probosed Structure.

4.3 Project and Unit

4.3.1 The Promoter shall develop the Unit Land by providing the necessary intrastructure facilities including road access, sanitation, sewerage, telephone, gas and access te power and water supply on or prior to the receipt of the occupancy certificate for the Proposed Structure. The Allottee shall have the right to develop the Proposed Structure in accordance with the Project Plan.

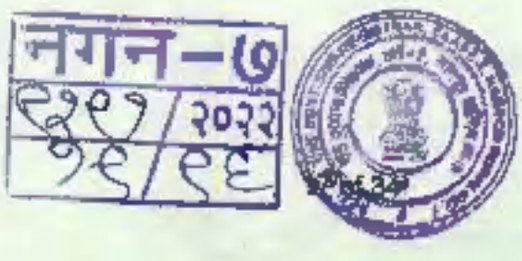
4.4 Completion of the Proposed Structure

4.4.1 The Allottee may at its option construct the Project either by appointing independent contractors or through the Promoter at a charge which shall be mutually decided and agreed upon. If in the event the Allottee decides to construct the Proposed Structure through its own independent contractors then all such contractors shall abide by the rules and regulations that shall be specified by the Promoter in respect of all construction and development activities on the Ensaara Property.

5 MANAGEMENT AND MAINTENANCE

5.1 Management and Maintenance of the Proposed Structure

5.1.1 For the purposes of management and maintenance of the Proposed Structure, the Allottee shall at the appropriate time as per Applicable Law, form and register a Body Corporate comprising of all the allottees of the Proposed Structure and upon such Body Corporate being constituted the



internal management, maintenance and security of the Proposed Structure shall be the sole responsibility of the Body Corporate.

5.1.2 The Allottee and/or the Body Corporate either directly or by appointing a professional management company which shall be in charge of the maintenance, management and upkeep of the Proposed Structure and all its limited common areas, amenities and facilities.

5.1.3 The Allottee shall ensure that the said Body Corporate and/or its members/allottees shall become members of the Layout Body Corporate and/or Apex Body as and when formed.

5.2 **Management and Maintenance of Ensaara Metropark**

5.2.1 The Allottee understands that as per the Township Regulations, the Promoter is responsible for the overall management and maintenance of Ensaara Metropark until an urban local body/Apex Body is constituted for the Ensaara Metropark by the Appropriate Authorities and accordingly Ensaara Metropark shall be managed and maintained by the Promoter directly or indirectly by the Apex Body/Ensaara Metropark Management Company. The Allottee hereby agrees and gives consent to the appointment of the Ensaara Metropark Management Company by the Promoter for purposes of management and maintenance of Ensaara Metropark.

5.2.2 The Promoter, Apex Body and/or the Ensaara Metropark Management Company shall be in charge of the maintenance, management and upkeep of the sewerage treatment plant, garbage disposal system, roads, street lights landscapes, parks, security, housekeeping and such other facilities that the Promoter may be required to install, build, operate and maintain under the guidelines prescribed under the Township Regulations and/or any other statute, rules and regulations as may be framed by the Appropriate Authorities and for such annual fees, which fees shall be a minimum of 20% (twenty percent) (and escalation thereto) over and above the actual annual expenses that may be incurred by the Ensaara Metropark Management Company. The said fees shall be paid to the Ensaara Metropark Management Company on a quarterly basis.

5.2.3 It is hereby expressly clarified, agreed and understood that until the formation and constitution of the urban local body as per the Township Regulations, the Promoter and/or the Ensaara Metropark Management Company shall be entitled to exercise their rights under this Agreement, notwithstanding the formation of the Apex Body. The Allottee is deemed to have given consent for confirming such agreement or contract that has



been/may be entered into by the Promoter with the Ensaara Metropark Management Company for the effectual management and maintenance of Ensaara Metropark. In the event of any act, deed, matter or thing committed or omitted to be done by the Ensaara Metropark Management Company in due course of such maintenance, management, control and regulation of Ensaara Metropark, only the Ensaara Metropark Management Company shall be held accountable, liable or responsible in any manner whatsoever to the Allottee, the Apex Body and/or the Body Corporate.

6 **CONDITIONS**

6.1 The exclusive right to use, possess and occupy the Unit Land on leasehold basis together with the right to construct the Proposed Structure thereon granted by the Promoter to the Allottee is subject to the following:

6.1.1 The Proposed Structure to be constructed on the Unit Land is to be used for residential purposes only and in accordance with the sanctioned plans provided by the Promoter.

6.1.2 The Proposed Structure shall adhere to all the laws and regulations of the RERA Act.

6.1.3 All schemes, rules and regulations and bye-laws affecting or in respect of the Ensaara Metropark and/or Proposed Structure shall be prescribed, formulated and/or modified by the Promoter and/or Apex Body, as the case maybe, from time to time and the Allottee hereby agrees to abide by the same without any demur. The same shall also apply to all the terms, conditions, covenants, provisions, stipulations and restrictions contained in all the orders, sanctions, permissions and approvals granted and/or given and to be granted and/or given by the Appropriate Authorities. In the event of the Allottee doing or committing any act, deed or thing in contravention of the above, the Allottee shall be responsible and liable for the consequences thereof to the Promoter, the Apex Body and/or the Appropriate Authorities.

6.1.4 The terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed or to be executed by and between the Promoter and their predecessors-in-title of the Ensaara Property and the Allottee hereby agrees to abide by the same without any demur.

6.1.5 The terms, conditions, covenants, stipulations, provisions and restrictions as have been and may hereafter be specified and required by the Promoter in their sole and unfettered discretion, for the more beneficial and optimum use and enjoyment of Ensaara Metropark and/or the Ensaara Property, and

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the buildings and structures constructed and/or to be constructed thereon by the Promoter and/or their associate and/or grpup concern/s, on the Ensaara Property, including all or any of the Ensaara Metropark Amenities and Facilities and/or all or any common and/or limited common areas, amenities and facilities of the Proposed Structure in and relating to the same, whether generally or for the benefit and enjoyment of any particular allottees and/or transferee/s and/or allottee/s and/or any particular class or classes of allottees, transfereas and/or allottees of the Ensaara Property. Provided that any such terms, conditions, covenants, stipulations, provisions and restrictions shall not effect the rights and interests of the Allottee under this Deed and the rights of the allottees in the Proposed Structure to access and use the Ensaara Metropark Amenities and Facilities and Layout Common Amenities and Facilities.

6.1.6 The express right, authority and entitlement of the Promoter to give and/or grant over, upon and/or in respect of the Ensaara Property and/or any construction thereon or any portion/s thereof, all rights, interests, benefits, privileges and easements, in favour of any person/s whatsbever including the owners and occupiers of the Ensaara Property and any contiguous, adjoining or adjacent properties, on such terms, conditions and provisions and as may be desired or deemed necessary by the Promoter in their sole and unfettered discretion and/or as may be required by any Appropriate Authority. This right, authority and entitlemant of the Promoter shall include, but without any limitation, the right to give and/or grant right of way and access, right to light and air, right to draw from or connect to, as the case may be, water drainage, sewage, electricity, gas and telephone lines and/or connections and/or installations and all and/or any other facilities, utilities and amenities on the Unit Land and/or the Ensaara Property and/or any construction thereon including in the Proposed Structure and/or in Ensaara Metropark, including the right to give and/or grant or permit the use and enjoyment of all or any of the areas, amenities and/or facilities of, provided in and/or relating to the Ensaara Property and/or any construction thereon or any part thereof; provided that in exercising its rights the Promoter shall ensure that the Proposed Structure is not materially hindered/obstructed and the same shall be without affecting the rights and interests of the Allottee under this Deed in relation to the Unit Land and the Proposed Structure.

6.1.7 Any modifications or amendments that may be necessary to the layout of the Ensaara Metropark, in lieu of what is stated in recital G hereinabove

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and that the Promoter shall not liable to pay any amount whatsoever, to the Allottee in respect of any damages, loss, costs, charges etc that the Allottee may suffer on account of the same.

6.1.8 The Allottee hereby expressly, irrevocably and unconditionally consents to the provisions of Clause 6 herein and hereby undertakes that the Allottee shall not raise any objection or dispute whatsoever in respect of the aforesaid and the Allottee shall be bound and liable, at the costs of the Promoter, to render all assistance to and co-operate with the Promoter in respect thereof as may be required by the Promoter from time to time and the Allottee shall do and perform all acts, deeds and things, including to sign and execute all documents and writings, in this regard as may be required by the Promoter.

7 TRANSFER TO BODY CORPORATE AND/OR APEX BODY

7.1 Transfer to Body Corporate

In accordance with the Applicable Laws, the Allottee shall at the prescribed time, transfer and/or cause to be transferred in favour of the Body Corporate, the Proposed Structure together with the Unit Land by executing the necessary documents in favour of the Body Corporate. The Promoter agrees and undertakes that, if required by the Allottee, it shall be a party to all documents to be executed for transfer of the Proposed Structure together with the Unit Land in favour of the Body Corporate. It is clarified that notwithstanding any such transfer, the Allottee shall not be liable to pay any Ensaara Metropark Maintenance Charge in respect of any unsold units in the Proposed Structure and/or the Layout Maintenance Charge.

7.2 Transfer to Apex Body

In accordance with the Applicable Laws, the Promoter shall at the prescribed time, transfer and/or cause to be transferred in favour of the Apex Body, the Ensaara Property the Ensaara Metropark Amenities and Facilities, subject to receipt of the full consideration and other charges and deposits by the Promoter from all the allottees/purchasers of units/structures on the Ensaara Property. It being agreed that any such transfer to the Apex Body shall always be subject to the Promoter's right to recover any amounts unpaid together with interest accrued thereon, by any of allottees in the Ensaara Metropark. Irrespective of any such transfer, the Promoter shall not be liable to pay any Ensaara Metropark Maintenance Charge in respect of any unsold units in Ensaara Metropark.

8 OBLIGATIONS AND COVENANTS OF THE ALLOTTEE

8.1 Use and Access

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8.1.1 To use the Unit Land or permit the same to be used only for residential purpose and not to use the Unit Land or to permit the same to be used for any other purpose.

8.1.2 To construct, and provide continual access to, the portion of the Layout Common Amenities and Facilities that are within the Unit Land for the benefit of all allottees within the Layout projects or as decided by the Promoter.

8.1.3 To install an antenna, satellite dish, DTH receiver, satellite /radio/communication antenna or dish only in the area of the Unit Land designated for the same and not in any part thereof.

8.1.4 Not to affix/install any sign, name or display boards, or any hoardings or neon lights in the Unit Land and/or in any part of Ensaara Metropark, without the prior written permission of the Promoter.

8.1.5 To separate the wet and dry garbage generated in and from the Proposed Structure.

8.1.6 Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Proposed Structure into the common areas of Ensaara Metropark or any part thereof.

8.1.7 Not to let odours accumulate that makes any part (i) unsanitary (ii) unsightly (iii) unhygienic (iv) offensive (v) detrimental to Ensaara Metropark or any part thereof or its surroundings.

8.1.8 Not to do or perform, or cause to be done or performed, any act, deed, matter or thing which may be or is likely to cause nuisance, disturbance or annoyance to the owners or occupiers of other units, areas in Ensaara Metropark and/or to the owners or occupiers of any Balance Projects.

8.1.9 Not to permit in the Proposed Structure cover of windows or window panes with solar reflectors reflecting mirrors, sun films, aluminium foil, tinted glass etc.

8.2 Car Parking

8.2.1 To ensure allottees of the Proposed Structure park their vehicles only in the designated car parking spaces and not anywhere else within the Ensaara Metropark. If in the event the allottees of the Proposed Structure park their vehicle/s in any area other than the designated area for parking, then the Promoter and/or Apex Body and/or Ensaara Metropark Management Company shall be entitled to tow away the vehicles and the relevant allottee in the Proposed Structure shall be liable to pay such fine as may be decided by the Promoter and/or Apex Body and/or Body Corporate and/or Entire project Management Company. Further, neither the Promoter nor the Apex

Body nor the Ensaara Metropark Management Company, shall be liable or responsible for any damages or losses resulting from the towing thereof.

8.2.2 To ensure that visitors abide by all the rules and regulations laid down by the Promoter and/or the Apex Body and/or the Ensaara Metropark Management Company with regards to car parking in the Proposed Structure and/or Ensaara Metropark, as the case may be.

8.3 Modification and Alterations to the Proposed Structure

8.3.1 To construct the Proposed Structure and/pr carry out permissible alterations of the Proposed Structure only after obtaining prior approval in writing of the designated Ensaara Metropark officer of the Promoter and/or the Body Corporate/s to the plans before submitting the same to the Appropriate Authority.

8.3.2 Not to make any changes/alterations in the infrastructure layout which can affect the structure of the infrastructure system of the Proposed Structure and/or Layout.

8.4 Maintenance of Unit, Unit Land, Proposed Structure and Ensaara Metropark

8.4.1 To maintain the Proposed Structure/ Unit Land at the Allottee's own costs and expenses from the Possession Date and shall not do or suffer or permit to be done anything in or to the Unit Land, which may be against the rules, regulations or bye-laws of the Body Corporate/s, the Apex Body or the Promoter or the Appropriate Authority, or change/alter or make any addition in or to the Proposed Structure and in the event of the Allottee breaching any of the aforesaid provisions, the Allottee shall be solely responsible and liable for the consequences thereof.

8.4.2 To rectify and make good all defects, and unauthorised changes within 07 (seven) days from the date of receipt of a written notice from the Promoter, and/or the Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company, as the case may be.

8.4.3 To permit the Promoter and/or Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company; their representatives, architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others and its employees, at all reasonable times, to enter into and upon the Unit Land, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of:

8.5.4.1. Carrying out the service, repairs, upkeep, cleaning and maintenance of the Proposed Structure, Layout or any part thereof and/or the Ensaara Metropark, including all drains, pipes, cables, wires, gutters and other

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fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto;

8.5.4.2. Making, laying, installing and/or affixing additional, new and other fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Unit Land for the benefit of the Proposed Structure, Layout or the Ensaara Metropark; and

8.5.4.3. Disconnecting or cutting off supply of water and electricity to the Proposed Structure and/or Unit Land and/or any other units in the Layout and/or any area of Ensaara Metropark, in respect whereof the Allottee herein and/or the owner/s or occupier/s of other units as the case may be shall have made delay/default in making payment of their respective share or contribution of the water and electricity charges and/or any other amounts or outgoings. Not to obstruct or hinder the Promoter, and/or the Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company, as the case may be, their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;

8.5.4.4. To keep the portion, sewers, drains and pipes in the Proposed Structure and/or Unit Land and appurtenances thereto in good and tenantable repair, order and condition and in particular, so as to support, shelter and protect the other parts/units of the Proposed Structure, Layout and/or of Ensaara Metropark.

8.5 Adherence to Regulations

8.5.1 To observe, perform and comply with all the rules, regulations and bye-laws which the Promoter, the Apex Body and the Body Corporate/s may specify, adopt or frame and/or the additions, alterations or amendments thereto that may be made from time to time, including those for protection, management and maintenance of the Proposed Structure and/or Unit Land, Layout and/or Ensaara Metropark and those regarding the occupation and use of the Proposed Structure and/or Unit Land and those regarding the use of all common areas, amenities and facilities in the Layout and/or Ensaara Metropark Amenities and Facilities and the Allottee shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement.

To abide by all the rules and regulations laid down by the Promoter and/or the Apex Body and/or the Body Corporate and/or the Ensaara Metropark Management Company. It is expressly clarified, agreed and understood

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that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause shall be the essence of this Agreement.

8.6 Payment Obligations

8.6.1 On and from the receipt of the occupancy certificate for the Proposed Structure and upon receipt of the same from the purchasers and occupants in the Proposed Structure, to pay to the Promoter, the Allottee's proportionate share of the deposit/s, charges, dues etc. if any, demanded by the Promoter, the Apex Body, the Body Corporate and/or the Ensaara Metropark Management Company and/or the Appropriate Authorities including but not limited to maintenance and management charges of sewerage treatment plan, garbage disposal system and such other facilities that the Promoter may be required to install, operate and maintain under the guidelines prescribed by the statutory authorities and/or charges for providing water, drainage, electricity, telephone, gas or any other service/utility connection to the Proposed Structure and/or Ensaara Metropark and shall also bear and pay all charges for use thereof.

8.6.2 Upon receipt of the same from the purchasers and occupants in the Proposed Structure, to pay proportionately or otherwise, as may be required, with respect to the Unit Land and/or the Proposed Structure, all rents, rates, taxes, cesses, assessments, water charges, insurance premium and other levies, if any, which are imposed by or payable to the Promoter, and/or the Apex body and/or the Body Corporate and/or the Appropriate Authorities (as the case may be) and any increase thereto from time to time.

8.7 No objections/Consent

Not to object to or interfere with any further construction undertaken by the Promoter near the vicinity of the Proposed Structure and/or anywhere in Ensaara Metropark in accordance with sanctioned plans including objection to (i) obstruction of view (ii) light (iii) air (iv) ventilation (v) noise pollution etc.

8.8 Further Assurances

8.8.1 To co-operate and render, all assistance and facilities to the Promoter and to do and perform all acts, deeds, things and matters, as may be required by the Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Promoter with respect to the Apex Body and the Body Corporate and rules and regulations regarding the use and upkeep of the Proposed Structure/Layout and/or Proposed Structure/Layout Land and the Ensaara Metropark, within 07 (seven) days from receipt of the

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Promoter's intimation in respect thereof and to attend the Promoter's office in this regard.

8.8.2 Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance policy of the Balance Projects and/or Ensaara Metropark and/or the Unit Land, Layout Land and/or the Ensaara Property or any part/s thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance and the Allottee shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company, if the same is directly or indirectly attributable or due to any violation or breach of the aforesaid condition on the part of the Allottee.

8.8.3 Not to demand partition of the Allottee interest in the Proposed Structure/Layout Land and/or the Ensaara Property or any part thereof. It being expressly agreed, understood and confirmed by the Allottee that the Allottee interest therein is impartible, and not to demand any sub-division of the Proposed Structure/Layout Land and/or Ensaara Property or any part thereof.

8.8.4 The Allottee along with the allottees of the Proposed Structure shall join in forming and registering the Body Corporate/Body Corporates/Apex Body to be known by such name as the Promoter may decide and for this purpose also from time to time shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Body Corporate/Body Corporates/Apex Body and for becoming a member, including the bye-laws of the proposed Body Corporate/Body Corporates/Apex Body and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Body Corporate/Body Corporates/Apex Body under the applicable law. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or Appropriate Authority.

8.8.5 If any of the laws, rules or regulations are re-enacted, modified or amended or any new laws, rules and/or regulations are enacted affecting the Promoter, this Agreement and/or the development of Ensaara Metropark, then the Allottee hereby agrees to execute agreements, undertakings and such other documents as may be necessary to be in compliance with such laws, rules and regulations. All costs and charges for such compliance shall be borne and paid for by the only.

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8.8.6 To ensure that the Body Corporate and/or the Apex Body do not change the name of the Ensaara Metropark.

9 RIGHTS, OBLIGATIONS AND COVENANTS OF THE PROMOTER

9.1 It is hereby agreed that the control of the Promoter and their rights, interests, benefits, powers, authorities and discretion, shall always be paramount and supreme as regards:

9.1.1 The construction and completion of the other projects in the Layout/Balance Projects including the premises, car parking spaces, building/s and structures proposed, planned and envisaged to be constructed in Ensaara Metropark and of all alterations, modifications, additions and extensions thereto/therein/thereof and all Ensaara Metropark Amenities and Facilities pertaining thereto and to be provided in respect thereof;

9.1.2 The sale, transfer and disposal of all the unsold and unallotted units, buildings in Ensaara Metropark and appropriation of consideration moneys by the Promoter;

9.1.3 Affixing/installing any sign, name or display boards, or any hoardings in or about the Proposed Structure and/or Ensaara Property;

9.1.4 The Promoter shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Body Corporate and/or Apex Body in respect of any unsold/unallotted units in the Layout and/or Ensaara Metropark. The Promoter will be entitled to apply for and obtain reduction in and/or refund of the municipal and other taxes, cesses, assessments and levies on account of vacancy of unallotted/unsold units in Ensaara Metropark, if the Promoter is liable to pay or have paid the same in respect of the unallotted/unsold units in Ensaara Metropark. If refund of any such taxes, cesses, assessments or other levies is made by the Appropriate Authority to any Body Corporate/s and/or Apex Body in respect of such unsold or unallotted units, then the Body Corporate/s and/or the Apex Body shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter have demanded the same or not.

9.1.5 The Promoter has presently availed finance for the development of the Ensaara Metropark from various financial institutions against security of the Ensaara Property and/or the buildings, row houses, villas and other structures to be constructed thereon and it is expressly agreed that the Promoter may in its sole discretion be entitled to obtain such further

financial assistance from any banks and/or financial institutions as may be deemed necessary. Prior to handing over possession of the Unit Land, the Promoter shall ensure that the banks/financial institutions release all their claims/rights over the Unit Land.

9.1.6 If in the event the Allottee is desirous of availing finance for the acquisition of the exclusive right to use, possess and occupy the Unit Land together with the right to construct the Proposed Structure thereon as stated herein, then in that event, the Promoter shall grant their no-objection and shall also obtain a no-objection from their bank (if required) for mortgage of the such exclusive right to use, possess and occupy the Unit Land together with the right to construct the Proposed Structure thereon, in favour of the Allottee's bank.

9.1.7 The Allottee understands that the Promoter shall consume or utilise the entire Floor Space Index available in respect of the Ensaara Property to be developed. If any FSI remains unutilized or any FSI in addition to existing available FSI becomes available in respect of the Ensaara Property after the execution hereof, out of any rules and regulations under any Act or scheme of the Government or Appropriate Authorities, the Promoter alone shall be entitled to consume and/or utilise the same as it deems fit and shall always be available for the benefit of the Promoter alone. The Promoter shall also be entitled to purchase/acquire Transferable Development Rights (TDR) and load the same on the Ensaara Property for the benefit of constructing additional area by utilising the said FSI/TDR or otherwise to the maximum extent possible. Any additional construction done on the Ensaara Property and/or the Proposed Structure on account of any increase in FSI or otherwise or purchase of TDR shall always belong to the Promoter who alone shall deal with the same as it deems fit. The Allottee shall not be entitled to claim any right, title or benefit on account of increase in FSI or TDR in the Ensaara Property and/or the Unit Land. The Promoter has the absolute, irrevocable and unconditional right and entitlement to and it may in its sole, absolute and unfettered discretion, effect and/or cause to be effected any extra and additional construction whatsoever on and in respect of the Ensaara Property and/or the Unit Land including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to all or any of the buildings in Ensaara Metropark and/or construct additional and/or other building/s and/or other structure/s by utilizing the FSI of contiguous, adjacent or adjoining land or property at any time and/or FSI, Floor Area Ratio, Development Rights and TDR of any

other lands or properties at any time, including after the formation and registration of the Body Corporate/s and/or the Apex Body as the case may be or the constitution of the urban local body, whenever the same is permitted to be constructed by the Appropriate Authorities and without affecting the rights of the Allottee vis-a-vis the location of the Unit Land and/or the area of the Unit Land. After the formation and registration of the Body Corporate of the allottees of the Proposed Structure, the Allottee shall ensure that members of the said Body Corporate shall note in the meeting of the said Body Corporate for passing of the resolution in favour of the Promoter so that the rights of the Promoter as above stated shall not be prejudiced in any manner whatsoever.

9.2 The Promoter hereby confirms, covenants and represents to the Allottee that:

9.2.1 The Promoter is well and sufficiently entitled to the ownership of the Unit Land; The Promoter has good, clean, clear and marketable title thereto and no one other than the Promoter has any interest, share, right or title to the Unit Land.

9.2.2 The Promoter has not entered into any agreement with any other person/s granting leasehold rights in the Unit Land or any other exclusive rights to use, possess and occupy the Unit Land together with the right to construct the Proposed Structure thereon;

9.2.3 There is no legal impediment or bar restraining, enjoining or preventing the performance of any of its obligations by and under this Agreement or whereby the Promoter can be prevented from granting, transferring and vesting unto the Allotee the leasehold rights in the Unit Land and the absolute exclusive right to use, possess and occupy the Unit Land together with the right to construct the Proposed Structure thereon;

9.2.4 There are no outstanding government dues of whatsoever nature including any attachment by the Income Tax Authorities or under any law in force in respect of the Unit Land.

9.2.5 There is no notice of default or breach on the part of the Promoter of any provisions of law in respect of the Unit Land and/or the Ensaara Metropark.

9.2.6 On and from the Possession Date, the Allottee shall quietly and peacefully possess, occupy and enjoy the Unit Land without any hindrance, denial, demand, interruption or eviction from the Promoter or any other person or persons lawfully or equitably claiming through, under or in trust for the Promoter.

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9.2.7 The Allottee shall be responsible for the payment of the insurance premium to the Promoter, which shall form part of the Layout Maintenance Charge.

9.2.8 The Promoter shall enter into an agreement with the electric supply company for providing of electricity access to the Unit Land. The Promoter shall not be responsible for the non-availability of electricity supply from the electric supply company at any time after possession of the Unit Land has been given to the Allottee.

9.2.9 The Promoter shall make arrangement for access to water and sewage connections to the Unit Land and shall not be responsible if the water supply provider does not provide continuous supply of water to the Unit Land.

9.2.10 There is no charge, mortgage or any other encumbrance on the Unit Land except with Bank of Baroda and Edelweiss ARC.

9.2.11 There is no current or threatened litigation, claim, dispute, notice, controversy, challenge or issue of any kind whatsoever in relation to the Unit Land or any part thereof which prevents the Promoter from entering into this Agreement and/or granting the rights granted hereunder to the Allottee.

9.2.12 The Unit Land is free from all defects and there are no underlying conditions which may affect the construction, use and enjoyment of the Proposed Structure.

9.2.13 No notice has been received by the Promoter either from the local authorities or from the State Government or otherwise for requisition and/or acquisition of the Unit Land or any part thereof.

9.2.14 There are no easement rights created under any document or by any covenant or by prescription in respect of and/or upon the Unit Land or any portion thereof.

9.2.15 There is no dispute as to the boundaries with respect to the Unit Land with any adjoining owner/s.

9.2.16 The Proposed Structure is approved for residential development and the current sanctioned total Project Useable Carpet Area is as set out in Annexure A. In the event there is any change in applicable law pursuant to which the FSI in respect of the Ensaara Property is reduced, the Promoter shall ensure that the same does not affect or reduce the total Project Useable Carpet Area.

9.2.17 The Promoter will not take or permit any actions that would interfere or adversely affect (i) the Allottee's rights under this Deed, or (ii) access to or use and possession of the Unit Land and the common areas of the Ensaara

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Property and/or Ensaara Metropark by the Allottee or the allottees of the Proposed Structure.

9.2.18 The Allottee and the allottees of the Proposed Structure shall have full, unrestricted and unhindered right to access and use the Ensaara Metropark Amenities and Facilities and Layout Common Amenities and Facilities.

9.2.19 The Promoter shall construct and shall ensure continuous access and use of the Ensaara Metropark Amenities and Facilities and the Layout Common Amenities and Facilities for the benefit of all allottees within the Layout projects including the Project.

10 MISCELLANEOUS

10.1 Notices

10.1.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice.

In case of notices to the Promoter:

Name:	Luxora Infrastructure Private Limited
Correspondence Address:	The Glade, Ensaara Metropark Mouza Pipla, Nagpur 440 034
For attention of:	The Directors

In case of notices to Allottee:

Name:	As stated in Annexure A
Address:	As stated in Annexure A
For attention of:	As stated in Annexure A

10.1.2 All notices shall be deemed to have been validly given on (i) the expiry of 5 (five) days after posting if sent by registered post with A.D., or (ii) the business date of receipt, if sent by courier.

10.1.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 15 (fifteen) days prior written notice.

10.2 Entire Agreement

This Agreement together with its Schedules and Annexures including rules and regulations with respect to the Unit Land and construction of Unit thereon and Ensaara Project constitutes the understanding between the Parties with respect to the subject matter hereof. Provided however that shall there be a provision, obligation or a condition contained in the

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