

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at **NAGPUR**, on this _____ Day of _____ **2023**.

BETWEEN

M/S,MORAJ INFRATECH PRIVATE LIMITED, a Company, duly incorporated under the provisions of Indian Companies Act, 1956, being registration no. U70109MH1994PTC083142 (PAN.AACCM7622H) registered office address at Office No 28-29, Moraj Residency, Plot no 1, Sector-16, Sandpada Navi Mumbai-400 705 through Director **PRIYAA GURNANI**, Adult, Individual, Aged 47 yrs, Residing at Flat No- 501, Corsica, Plot No.44, Sector-29, Vashi, Navi Mumbai- 400705. And its nominate, constitute and appoint by Advocate Raj Ahuja S/o. Shri. Sobhraj Ahuja aged about 42 years, occupation: Legal Practitioner of 170, khamla, Nagpur-440025, Pan No-AEWPA9204J, Adhar No. 214447553050, Mobile No 9422110722 and Mr. Pramod Dawale, S/o Shri. Prakash Dawale, aged about 27 years, occupation : Services, Resident of Surendragard, Nagpur, Pan No-AYRPD2895H, Adhar No.705188408422, Mobile No. 9960350341 as our true and lawful attorney Jointly And Severally for the presentation of documents of conveyance in the form of Agreement to sell, Sale Deed pertaining to the Apartment/Shops behalf vide Power of Attorney Dated 26/07/2019 Under Sr No-5338-2019, hereinafter referred to as "**DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, agents, and assigns, nominees), of the *First Part*;

AND

MR.NILESHKUMAR OMPRAKASH GUPTA PAN NO – BCVPG8597C Adult, Individual, Aged 40 Years, having address- FLAT NO- 203, "I" WING, NEW MANSI COMPLEX CHS LTD, KASHIGAON, SAI KRIPA COMPLEX, KASHIGAON MIRA ROAD(EAST), MIRA-BHAYANDER, THANE MAHARASHTRA-401107., hereinafter referred to as "**PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators and assigns, nominees) of the *Second Part*.

The **DEVELOPER** and the **PURCHASER** are hereinafter individually referred to as the "**Party**" and collectively as "**Parties**".

WHEREAS:-

- A. The Government of Maharashtra, vide G.R.no.AVN-1001/(C.R.105/2001)/28-A dated 4th January, 2002, provided for the establishment of the Maharashtra Airport Development Co. Ltd. (hereinafter referred to as **MADC**) to function as a nodal agency for the development of the Multi Modal International Passenger and Cargo Hub Airport in Nagpur (the "**MIHAN**" Project").
- B. Pursuant to the said Government of Maharashtra Resolution, MADC has been declared as Special Planning Authority under the Maharashtra Town Planning Act, 1966 having, inter-alia, the right to develop Special Economic Zone and International Cargo Airport.
- C. Due to the ongoing development of the MIHAN project and the airport, there is a need of development of additional residential township in the MIHAN notified area.
- D. MADC is the rightful DEVELOPER of the land situated at Khapri village in MIHAN bearing Khasra nos./**Survey Nos.30(Part), 31(Part), 33(Part), 34(Part), 35(Part)**, Govt. Land-Nalla (Part), Sub-Division and Taluka, Nagpur(Rural); notified area at Nagpur, Maharashtra, India admeasuring about 32,374.80 Sq.mts. approx. (about 8 acres) hereinafter referred to as "*the said land*" and more particularly described in **First Schedule** written hereunder on which it is proposed to develop an integrated residential township. The Copy of layout plan of the said land is appended hereto and is marked as **Annexure-1**.
- E. MADC had invited proposals for selection of a Successful Bidder through competitive bidding process for Design, Finance, Construction, Maintenance and Marketing of Residential Project on the said land from bidders by issuing the Request for Proposal ("**RFP**") document containing inter-alia the minimum qualification for a bidder, the technical and commercial parameters of the Project and the terms and conditions for implementation of the Project.
- F. On evaluation of the submitted proposals, MADC accepted the proposal of Developers and issued Letter of Acceptance ("**LOA**") on 1st July 2010 vide letter no. MADC/MIHA/156/2555 to the Developers, specifying inter alia the obligation of the Parties for implementing the Project.
- G. The Developer have accepted the LOA vide their letter dated 01-07-2010.
- H. The Developer(s) has paid the lease premium as per the Bid document, and has also paid the Performance Security and has accordingly entered into a lease agreement dated: 24th August 2010 with Maharashtra Airport Development Corporation Ltd. (MADC) for the said land more particularly described in First Schedule.
- I. In consequence to the execution of the said lease agreement dated: 24th August, 2010, the developer is entitled to total FSI of 80,937 sq. mtrs. to be utilized in the said land. The developer shall also provide external amenities as more particularly specified in the **Annexure- 2** Appended hereto on the said land. The development of the said land consuming total FSI of 80,937 sq. mtrs. Along with external amenities together shall be referred to as the "*said entire project*".

- J. The Developer intended to develop the said land in multiple phases and presently obtained development permission for the net built up area of 30,197.564 sq. mtrs., out of total available FSI of 80,937 sq. mtrs. MADC has issued commencement certificate bearing no. MADC/MIHA/BP/63/7100 dated: 29th November 2010 and accordingly the Developer is entitled to develop 321 number of residential units and NIL number of commercial units as indicated in the approved plan (hereinafter referred to as “**the said Project**”) on the portion of said land highlighted in yellow colour in the layout plan appended hereto and marked as **Annexure-3**. The said project is being developed containing one building having five wings **i.e. Wing A to E**. The said layout contains the description of current development i.e. said project as approved, future development-1, future development-2, future development-3 and proposed external amenities to be constructed on the said land and is thus defined as said entire project. **Thus balance available FSI of 50,739.436 forms part of Future Development 1, 2 and 3.** To be developed on the portion of land highlighted in Blue colour.
- K. The said project is a part of integrated infrastructural development of the Airport Project undertaken by MADC and approved by MADC on 29.11.2010 and the Commencement Certificate dated: 29.11.2010 has been issued by MADC. The copy of Commencement Certificate is appended hereto and is marked as **Annexure-4**.
- L. The Developer has entered into an agreement with **PARAG KOTWAL** a team of architects, structural designers, plumbing designers, electrical, firefighting designers and Project Managers etc. who shall coordinate with various authorities in obtaining necessary approvals such as getting Commencement Certificate and or other permissions, licensing work up to the completion of the construction of all the buildings as per approved plan and obtaining OC for said entire project with respect to said land as defined First Schedule subject to the terms and conditions of the said lease agreement.
- M. By virtue of the Development Permission, the Developer has the sole and exclusive right to develop and sell the Flat in the said project to be constructed by the Developer on the portion of said land and to enter into agreement/s with the purchaser/s of the Flat.
- N. The Purchaser demanded from the DEVELOPER and the DEVELOPER has given inspection to the PURCHASER of all the documents of title relating to the said land, Copy of Certificate of Title issued by the Shri Ashwin Patil, Advocate of the DEVELOPER **Annexure-5**, the Lease agreement, the Development Permissions cum Commencement Certificate (**Annexure-4**) and the plans, designs and specifications prepared by the DEVELOPER(s) Architects, proposed entire layout with Future Developments-1, 2 and 3 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 made hereunder. Besides a copy of all such documents are available at the site office and is available for verification by the PURCHASER after giving a reasonable notice.
- O. While sanctioning the said development plans MADC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said land and the said project and upon due observance and performance of which only the completion and occupation certificates in respect of the said

project shall be granted by the concerned local authority. The Developer has accordingly commenced construction of the said building/s in accordance with the said plans.

- P. The Developer expressed its intention to dispose of Flat in the said entire project to be known as **“MORAJ WATERFALL GATEWAY”** on outright sale to the prospective buyers.
- Q. The developer has completed the construction of Wing A, B C D, and E (Phase-I) of the said project and has obtained occupancy certificate from MADC on 30/11/2016 bearing serial no. MADC/MIHA/BP/63/1230. The developer thereafter has received full occupancy certificate of phase-I bearing No. MADC/MIHA/BP/490A/3707 dated 27/07/2017 with respect to said project. The same is appended hereto and marked as **Annexure-6**. The Purchaser has verified the Occupancy Certificates granted by MADC and is satisfied with the same.
6. The PURCHASER applied to the Developer for allotment of **Flat No. 1704** on **4th Floor in building known as “WOODS TOWER” in Block – D–ROSEWOOD** being the said project having **Carpet area of 89.00 Sq. Mtrs.** equivalent to **958 Sq ft Plus Terrace 10.219 Sq Mts** equivalent to **110 Sq ft** . herein after referred to as *‘the said flat’*) constructed on the portion of said land on as is where is as is basis and as shown in the floor plan hereto attached and marked as **Annexure-7** for a total consideration including Government taxes of **Rs.60,00,000/- (Rupees Sixty Lakhs Only)**. The said Flat is more particularly described in **‘Second Schedule’** written hereunder. However at the request of the purchaser the developer has identified someone to carry out interior work as per the requirement of the Purchaser. The Purchaser undertakes to pay the amount for the same to the vendor directly or through the developer as agreed, a quotation along with the list containing the specifications of the extra amenities to be provided in the flat agreed to be allotted has been listed and the common areas and the common amenities are specified in the Second Schedule and Third Schedule respectively hereunder written. The purchaser agrees to pay an additional amount of **Rs. 20,00,000/-** as stated above towards costs incurred for betterment charges for refurbishing the flat and adjoining common areas.
- R. At the time of execution of these present the PURCHASER has paid to the DEVELOPER a sum of **Rs.1,00,000/- (Rupees One Lakhs Only)** Through **IMPS Reference No. _____ dated __/__/2023** being part payment of the sale price of the Flat agreed to be sold by the DEVELOPER to the PURCHASER as booking deposit / allotment money (the payment and receipt whereof the DEVELOPER doth hereby admit and acknowledge) and the PURCHASER has agreed to pay to the DEVELOPER balance of the sale price in the manner hereinafter appearing.
- S. The PURCHASER have examined the approved the Floor Plan and the nature and quality of Construction and Fittings, Fixtures, Facilities and amenities provided as per specifications stated in the **Third Schedule** hereunder written with respect the said **Flat** and the

parties hereto have hereunder recorded in writing the terms and conditions of the Agreement between them as provided hereinafter. The PURCHASER has inspected the said Flat and is satisfied with the quality of construction and Fittings, Fixtures, Facilities and Amenities provided as per specifications stated in the **Third Schedule** hereunder written with respect the said **Flat**.

- T. Now the parties have agreed to enter into this agreement for sale for the transfer of all the rights, title and interest in the said Flat upon the terms and conditions appearing hereinafter.

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

1. PROJECT

- (1.1) The Developer has constructed a Building on *the said land* in accordance with the plans, designs, specifications approved and sanctioned by the MADC Vide Commencement Certificate bearing no. **MADC/MIHA/BP/63/7100** and has accordingly received Occupancy Certificate on dated: **30/11/2016** bearing No. MADC/MIHA/BP/63/1230 with respect to *said project*.
- (1.2) The said land shall be developed in multiple phases and DEVELOPER has accordingly obtained development permission for the net built up area of 30,197.564 sq. mtrs., out of total available FSI of 80,937 sq. mtrs. MADC has issued commencement certificate bearing no. **MADC/MIHA/BP/63/7100** dated: 29th November 2010 and accordingly the DEVELOPER is entitled to develop 321 number of residential units and NIL number of commercial units as indicated in the approved plan (herein referred to as "**the said Project**") on the portion of said land highlighted in yellow colour in the layout plan of *said land* appended hereto and marked as **Annexure-3**. The said project is being developed containing one building having five wings i.e. wing A to E. The said layout contains the description of current development i.e. said project as approved, **Future Development-1**, **Future Development-2**, and **Future Development-3** proposed external amenities (**Annexure-2**) to be constructed on the said land and is thus defined as said entire project. Thus balance available FSI of 50,739.436 forms part of **Future Development-1, 2 and 3** to be developed on the portion of land highlighted in Blue Colour.

2. CONSIDERATION & DESCRIPTION OF PREMISES:

- (2.1) The PURCHASER hereby agrees to purchase from DEVELOPER and DEVELOPER hereby agrees to sell to the Flat No. **1704** on **4th** Floor in building known as "**WOODS TOWER**" in Block – **D-ROSEWOOD** being the said project having Carpet area of **89.00 Sq. Mtrs.** equivalent to **958 Sq ft Plus Terrace 10.219 Sq Mts** equivalent to **110 Sq ft.**, (herein after referred to as '*the said flat*') constructed on the portion of said land on as is where is as is basis and as shown in the floor plan hereto attached and marked as **Annexure-7** for a total consideration of **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)**. The said Flat is more particularly described in '**Second Schedule**' written hereunder.

3. SCHEDULE OF PAYMENT:

- (3.1) It is mutually negotiated by and between the parties that consideration for the transfer of said flat shall be **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)**.(hereinafter referred to as "*said consideration*").
- (3.2) The PURCHASER has made a payment of **Rs.1,00,000/- (Rupees One Lakhs Only)**. towards booking of said Flat before the execution of this agreement which the DEVELOPER duly accept and acknowledge and discharge the PURCHASER forever and which has been adjusted against the consideration as mentioned in clause 3.1 hereinabove.
- (3.3) The PURCHASER shall pay balance consideration of **Rs. 59,00,000/- towards flat cost and an amount of Rs. 20,00,000/-** towards refurbishment charges will be paid by the purchaser to the promoters within 45 days from date of agreement (time being essence of contract). This amount will be paid by the purchasers to the seller on availing Housing Loan or by other means/sources no later than 45 days from the date of Agreement for sale (Time being essence of contract).
- (3.4) The PURCHASER fails to make balance payment, then an interest of 24% per annual shall be charged for the remaining payments, and in continuation of the default. Such claim of interest is without prejudice to the rights of the DEVELOPER to terminate this agreement as mentioned in clause 6 provided hereinafter.
- (3.5) The above purchase price does not include the following charges:
- a. Water connection charger and electricity connection charges.
 - b. Legal charges for documentation;
 - c. Transfer fees;
 - d. Society Formation Charges;
 - e. Any other taxes, cess that shall be levied or become leviable by MADC or any Government Authorities (including indirect taxes under GST) and also such other charges, escalations imposed by MADC or any Government Authorities.
 - f. Share money; entrance fee of the proposed Society.
 - g. Maintenance Charges as applicable shall be payable from the date of possession of the flat.
- (3.6) The receipt for the balance payment of consideration made shall be issued by the DEVELOPER only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the DEVELOPER.

4. DELIVERY OF THE POSSESSION:

- (4.1) The DEVELOPER shall deliver to the PURCHASER the vacant and peaceful possession of the said Flat on completion of the sale i.e. on receipt of the full and final consideration mentioned hereinabove in **clause 3** above.
- (4.2) Upon the delivery of the said Flat to the PURCHASER, the PURCHASER shall be entitled to use and occupy the said Flat.
- (4.3) The PURCHASER hereby agrees to pay all the charges payable by way of Municipal Taxes and other dues/oustanding related to the said Flat from the date of taking over the possession of the said Flat and hereby declare and confirm that the PURCHASER shall abide by the bye-laws of the said Society, without any reservation whatsoever.
- (4.4) The Developer shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the corporation, or the Local Authority causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said Flats.

5. RESTRICTIVE COVENANTS:

- (5.1) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat unless all amounts as agreed upon in this agreement is paid by the PURCHASER to the DEVELOPER and unless this agreement is duly stamped under the Bombay stamp Act and registered under the Registration Act, 1908. The Purchase shall be entitled to claim all the rights, title and interest under this agreement only upon making payment of entire consideration as mentioned in clause 3.
- (5.2) The PURCHASER shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies staircases, terraces etc. will remain the property of the DEVELOPER until the Building is conveyed to the society of PURCHASERS.

6. DEFAULT BY PURCHASER:

- (6.1) Default in making timely payment of consideration as mentioned in clause 3 above.
- (6.2) On the PURCHASER committing default in payment on or before due date of any amount due and payable by the PURCHASER to the DEVELOPER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the PURCHASER agrees to pay to the DEVELOPER interest @ 24% (per cent) per annum on all the amounts which become due and payable by the PURCHASER to the DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER to the DEVELOPER. However such entitlement of interest shall not be

deemed to be a waiver of DEVELOPER's right to terminate this agreement as per the provisions of this agreement.

- (6.3) The DEVELOPER shall be entitled at his own option to terminate this Agreement unilaterally. Provided that, the power of termination hereinbefore contained shall not be exercised by the DEVELOPER unless and until the DEVELOPER shall have given to the PURCHASER 10 (Ten) days prior notice in writing 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 and default shall have been made by the PURCHASER.
- (6.4) That the PURCHASER shall not be entitled to raise any objection to termination made by the DEVELOPER if the conditions as mentioned in this agreement hereinabove are fulfilled and that DEVELOPER shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the PURCHASER. In case of termination of this agreement, the DEVELOPER shall forfeit 10% of agreement value from the consideration amount and refund the balance sum received. Such refund to the PURCHASER shall be made only after the said unit is sold to another PURCHASER and sale consideration is received from such another PURCHASER. Further, PURCHASER shall not be entitled to claim refund from the DEVELOPER the amounts paid by the PURCHASER to the government namely Stamp duty, Registration and legal charges. Since the PURCHASER has defaulted, the DEVELOPER shall not be liable to pay to the PURCHASER any interest on the amount so refunded. Upon termination of this Agreement the DEVELOPER, shall be at liberty to dispose of and sell the Flat to such person and at such price as the DEVELOPER may in his absolute discretion think fit.

7. UTILITY AREAS:

- (7.1) The PURCHASER shall also be entitled to certain Limited common areas and facilities as per approved plan at no extra consideration. This limited common area includes flower bed, cupboard, enclosed balcony and Terrace collectively, and as shown in the floor plan hereto attached as Annexure-7. Therefore the gross usable area of the Flat is **100.705 Sq. mtrs.**

8. DECLARATION BY PURCHASER:

- (9.1) The PURCHASER has verified the documents including title search report and is satisfied that the DEVELOPER has absolute, clear, developable and marketable title to the said land so as to enable it to convey the lease of said Plot to the Association of PURCHASERS to be formed.
- (9.2) The PURCHASER shall use the said Flat or any part thereof or permit the same to be used for sanctioned and for permitted activities. The PURCHASER shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the DEVELOPER nor claim any division or sub division of such common area or Plot.

- (9.3) The PURCHASER shall cooperate and render all assistance in forming association of PURCHASERS and shall become member of such association within 15 days of intimation from DEVELOPER.
- (9.4) PURCHASER shall not be allowed to open any type of services or any such activity which will be creating nuisance for other occupants of the building.
- (9.5) The PURCHASER on accepting the possession of the said Flat from the DEVELOPER shall cease to have any claim against the DEVELOPER in respect of the defect/s, quality of work/construction and any other claim whatsoever

9. FORMATION OF SOCIETY & CONVEYANCE OF LEASE OF SAID LAND:

- (10.1) The DEVELOPER is obliged to apply for the formation and registration of a Society as **“MORAJ WATERFALL GATEWAY-WOODS TOWER”** Co-operative Housing Society” for the said Project (hereinafter referred to as “said society”) within 6 (Six) months from the date when either minimum 60% PURCHASER have taken the possession of Flats or within such period and manner as prescribed as per the prevalent law at that time. The PURCHASER shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society. These documents duly filled in and signed shall be returned to the DEVELOPER within 07 days of the same being forwarded by the DEVELOPER to the PURCHASER, so as to enable DEVELOPER to register the Society as per the provisions of Maharashtra Co-operative Societies Act, 1960 and any other prevalent law. If the PURCHASER delays in signing and handing over relevant documents to the DEVELOPER then the delay in making application by DEVELOPER shall not constitute default of the DEVELOPER. The PURCHASER shall be entitled to apply for membership of society only after he has paid all sums due under this agreement and have taken over the possession of his Flat.
- (10.2) The DEVELOPERS shall, upon receiving an occupancy for each building, form a separate co-operative society for such building. On the completion of the said entire project including the utilization of entire FSI to be consumed in Future Development 1, 2 and 3, a confederation of the societies (hereinafter referred as confederation) shall be formed wherein all the co-operative societies of each building in the housing project shall be members. Within 4 months of formation of such confederation all the right, title and the interest of the DEVELOPER in the said land together with the buildings shall be conveyed by executing necessary conveyance of the said land subject to permission by the authorities in favour of such confederation.
- (10.3) The common amenities as specified in **Annexure-2** shall be conveyed to the Confederation upon completion of the said entire project.

10. COMMON MAINTAINENCE CHARGES:

- (11.1) Commencing a week after notice in writing is given by the DEVELOPER to the PURCHASER that the Flat is ready for use and occupation; the PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area at the Flat) of outgoings in respect of the said land and Building/s namely local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Chowkidars, sweepers and all other expense necessary and incidental to the management and maintenance of the said land and building/s.
- (11.2) Until the Society is formed and the said land and building/s transferred to it, the PURCHASER shall pay to the DEVELOPER such proportionate share of outgoings as may be determined.
- (11.3) The PURCHASER undertakes to pay such contribution towards maintenance charges as demanded by the DEVELOPER in advance and shall not withhold the same for any reason whatsoever.
- (11.4) The DEVELOPER shall be liable to maintain a separate bank account for the purpose of collecting the maintenance charges. All expenses towards maintenance shall be paid from such account and thereafter the account shall be handed over by the DEVELOPER to the society.

11. UNSOLD FLATS OF THE PROJECT:

- (12.1) The DEVELOPER shall be inducted as member of society for unsold Flats upon conveyance to society.
- (12.2) The DEVELOPER shall be entitled to sell the unsold Flats of the said entire project without any separate permission or consent of the society.
- (12.3) The PURCHASER or society shall not be entitled to demand any transfer charges for the transfer of unsold Flats by the DEVELOPER to prospective PURCHASERS.
- (12.4) The DEVELOPER shall also be entitled to car parking reserved for the unsold Flats and the society or PURCHASER shall not stake claim on such parking.
- (12.5) DEVELOPER shall be entitled to mortgage the unsold Flats of the said project with the financial institutions without any separate NOC from society.
- (12.6) The prospective PURCHASERS of unsold Flats shall be inducted as members of the society and no objection shall be raised by society or PURCHASER herein.

12. POST POSSESSION OBLIGATION OF PURCHASER:

(13.1) The PURCHASER himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, do hereby covenant with the DEVELOPER as follows :-

- a) To maintain the said Flat at PURCHASER'S own cost in good tenable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior elevation of the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof.
- b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Flat is situated. In case any damage is caused to the building in which the said Flat is situated, on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the DEVELOPER to the PURCHASER and shall not do or suffering to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion/sewers, drains pipes in the said Flat and appurtenances thereto in good tenable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat without the prior written permission of the DEVELOPER and/ or the Society, as the case may be.
- e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or

whereby any increased premium shall become payable in respect of the insurance.

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.
- g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Flat by the PURCHASER.
- h) The PURCHASER shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a No Dues Certificate letter from DEVELOPER / Society as the case may be. The DEVELOPER/Society shall issue such Certificate if all the dues payable by the PURCHASER to the DEVELOPER under this Agreement are fully paid up and if the PURCHASER has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the PURCHASER has requested in writing to the DEVELOPER. Any transaction of let, sub – let, transfer, assign, sale without obtaining 'No Due Certificate' from DEVELOPER shall be void – ab – initio. The PURCHASER shall obtain such permission from society after the society is conveyed the said project.
- i) The PURCHASER shall observe and follow all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The PURCHASER shall also observe and follow all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- j) Till a conveyance of said land and building in the said entire project is executed the PURCHASER 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 land and building or any part thereof to view and examine the state and conditions thereof, but only after prior notice.
- k) The PURCHASER along with the other PURCHASERS who become member of the Society as per clause 10 provided herein shall get the structural audit done of the building/project as per the direction given by MADC in its Occupancy Certificate.

13. SEVERABILITY:

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

14. FURTHER ASSURANCES:

(15.1) 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 here in or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

15. GOVERNING LAW AND JURISDICTION:

(16.1) 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.

(16.2) This agreement is executed at Nagpur and thus the Courts of Nagpur shall have jurisdiction.

16. SIGN BOARD:

(17.1) The DEVELOPER shall be at liberty to affix sign board of his company name and logo on the said Building. The DEVELOPER shall make arrangement for power supply for the said sign board with separate electrical meter for the same and shall pay the electric consumption bill for the said sign board regularly. The PURCHASER herein and/or after the formation of the Society of the PURCHASERS shall not remove and/or obstruct and/or create any sort of hindrance for operation and/or installation of the said sign board.

17. NOTICE OF DEMAND:

(18.1) All notices to be served on the PURCHASER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASERS by Registered Post or Under Certificate of posting at their address specified below:

**MR.NILESHKUMAR OMPRAKASH GUPTA
Having address- FLAT NO- 203, "I" WING,
NEW MANSI COMPLEX CHS LTD,
KASHIGAON, SAI KRIPA COMPLEX,
KASHIGAON MIRA ROAD(EAST),
MIRA-BHAYANDER, THANE MAHARASHTRA-401107**

ENTIRE AGREEMENT:

(19.1) The parties agree and declare that the recitals, annexures and schedules as contained herein shall form the integral part and operative part of this agreement.

In witness whereof the parties hereto have executed this Agreement on the day, month and year first above written

SIGNED, SEALED & DELIVERED

BY THE WITHINNAMED DEVELOPERS

M/S MORAJ INFRA TECH PRIVATE LIMITED

PAN: **AACCM7622H**

Through its director Priyaa Gurnani authorized in this

Behalf vide Board of Directors Resolution dated: 25th April 2011

SIGNED, SEALED & DELIVERED BY
THE WITHINNAMED PURCHASERS

MR.NILESHKUMAR OMPRAKASH GUPTA

PAN NO - **BCVPG8597C**

IN THE PRESENCE OF

1) _____

2) _____

First Schedule Above Referred to

LAND SCHEDULE:

ALL THAT Piece or parcel of land admeasuring 32374.80 Sq.mts. (about 8 acres) on which it is proposed to develop an integrated residential township situated within Revenue village Khapri (Rly) Mouza-Khapri (Rly) bearing Khasra nos. /Survey Nos.30 (Part), 31(Part), 33(Part), 34(Part) 35(Part), Govt. Land-Nalla (Part), Sub-Division and Taluka, Nagpur (Rural); Nagpur in the MIHAN notified area and bounded as follows:

THAT IS TO DAY:

On the North by : Proposed Two Lane Road
On the South by : Proposed Development
On the East by : Proposed Development
On the West by : Channel and Road

SECOND SCHEDULE

Flat No. 1704 on 4th Floor in Building known as “WOODS TOWER” in Block – D–ROSEWOOD being the said project having Carpet area of 89.00 Sq. Mtrs. equivalent to 958 Sq ft Plus Terrace 10.219 Sq Mts equivalent to 110 Sq ft.,Constructed on Land described in First Schedule.

THIRD SCHEDULE

1. Vitrified tile flooring.
2. Anti-skid toilet flooring.
3. Anti-skid balcony flooring.
4. Toilet dado upto 7'.
5. Toilet fittings jaguar or equivalent make.
6. 3' high dado in utility room.
7. Kitchen Dado above counter.
8. Granite kitchen counter.
9. Decorated lobbies.
10. Granite lift cladding.
11. Granite platform for bay windows.
12. Polished wood door frames with both sides laminated hardwood shutters.
13. Colour anodized aluminum windows.
14. Sufficient electric points with modular electrical switches.
15. Power back up for lift and services.
16. Emulsion paint in flats.

ANNEXURE “1”

The Copy of layout plan of the said land

ANNEXURE –“2”

External Amenities:

- 1) Gateway Fountain
- 2) Jogging Track
- 3) Waterfall Wall
- 4) Swimming Pool
- 5) Basketball Court
- 6) Temple
- 7) Amphitheatre
- 8) Landscape Garden
- 9) Outdoor Gym
- 10) Clubhouse

ANNEXURE-3

The portion of said land highlighted in yellow colour in the layout plan of *said land*

ANNEXURE-4

The copy of Commencement Certificate

ANNEXURE-5

Copy of Certificate of Title issued by the Shri Ahswini Patil, Advocate of the DEVELOPER

ANNEXURE-6

Occupancy Certificate issued by MADC

ANNEXURE-7

Floor Plan of Flat.

RECEIPT

RECEIVED OF AND FROM THE PURCHASER(S) within named MR.NILESHKUMAR OMPRAKASH GUPTA the day and the year first herein above written the sum of Rs.1,00,000/- (Rupees One Lakhs Only). as per the following details being part payment have been paid by him to us.

Rs.1,00,000/-
We say received

M/S. MORAJ INFRATECH PVT. LTD.

DIRECTOR