

and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters.

xxiii. After the Promoters/vendors executes this Agreement they shall not mortgage or create a charge on the Apartment or building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

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

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

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

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

xxviii. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any

transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

xxix. The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

xxx. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

SCHEDULE-A

The following piece of land vide Layout plot No. 64 out of F.S. No. 31, admeasuring 5274 sq.ft. (490 sq.mtr.), field converted into non-agricultural use by an order passed in R.C.No.NAP-34/Tarkheda-125/2009-2010 date 13.05.2010 and layout converted as per order passed by Astt. Director of Town Planning, Municipal Corporation Amravati of dated 13.04.2010 vide its Order No. AMC/ADTP/A-24/2010, plot situated in mouje Tarkheda, and it is popularly known as Manipur Layout, which is bounded as under -

Towards East	:	Plot No. 65 & 66
Towards West	:	DP Road
Towards North	:	Layout Road
Towards South	:	Plot No. 63.

The said above referred plot No. 64 has purchased by the promoters/vendors from Milkiam Deepchand Jethwani, Anita Gopichand Malani, Amit Gopichand Malani and Ajay Gopichand Malani by registered sale deed at Sr. No. 2094/2016 dated 01.09.2014 and thus the prmotoers/vendors are the sole and absolute owner of the said plot.

That the Promoters/vendors own the following piece of land vide Layout plot No. 65 out of F.S. No. 31, admeasuring 2858 sq.ft. (265.5 sq.mtr.), field converted into non-agricultural use by an order passed in R.C.No.NAP-34/Tarkheda-125/2009-2010 date 13.05.2010 and layout converted as per order passed by Astt. Director of Town Planning, Municipal Corporation Amravati of dated 13.04.2010 vide its Order No. AMC/ADTP/A-24/2010, plot situated