

LEVERAGE GREENS – “ASTER”
PLOT NO. 40

AGREEMENT OF SALE OF APARTMENT

[Valued at Rs. _____/-]

For the purpose of Valuation and Stamp Duty valued at Rs. _____/- and the fixed Stamp duty of Rs. _____/- affixed alongwith and Registration Fees of Rs. _____,000/- is affixed alongwith

THIS AGREEMENT OF SALE made and executed at Nagpur on this ____ day of _____, 2017 in between:

Supreme Urban Realities Pvt. Ltd., a Company registered under the Companies Act, 1956, having it's registered Office at Block No. 123/125, Shridevi Ratan Complex, Aagyaram Devi Square, Subhash Nagar Road, Ganeshpeth, Nagpur represented through its Authorised Signatory and Directors Shri Akbar s/o Hamza Kothawala, aged about 37 years, Occupation: Business, resident of Jafar Nagar, Nagpur

Hereinafter referred to and called the “**VENDOR**” which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said VENDORS, their legal heirs, legal representatives, successors, administrators, assigns etc. of the FIRST PART; (PAN No.AAMCS9639L) (CIN No. U70102MH2008PTC187974)

AND

Leverage Infrastructures Pvt. Ltd. a Company registered under the Companies Act, 1956, having it's registered Office at S 9, Girish Heights, Next to Bharat Talkies, Sadar, Nagpur - 440001 represented through it's Authorised Signatory and Directors Shri Aditya S/o. Umesh Gupta, aged about 31 years, Occupation: Business, R/o. Rajnagar, Nagpur,

Hereinafter referred to and called the "CONFIRMING PARTY" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said CONFIRMING PARTY, it's legal representatives successors, administrators, assignees etc. of the SECOND PART; **(PAN No. AACCL2396R)** (CIN No. U70102MH2012PTC226275)

AND

MRS./SMT./SHRI _____ Aged about _____
Years, Occupation - _____, PAN No. _____,
Aadhar Unique Identity No. _____, Resident of

hereinafter called the "PURCHASER", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "PURCHASER", as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the THIRD PART.

WHEREAS the Vendor is the legal and absolute owner of all those piece and parcel of land bearing Khasra No. 174/1 (New) corresponding to Khasara No. 207/1, 207/2 & 205/3 (Old), P. H. No. 12 A, Class - I, Jama Rs. 10.74, Khate No. 69 of Mouza Bokhara, admeasuring 4.35 Hectares (OR 10.74 Acres), situated at Mouza - Bokhara, within the limits of Gram Panchayat Bokhara, Tahsil and District Nagpur and more particularly described in the schedule written hereunder, having acquired the same by virtue of Sale Deed dated 31.01.2012, which is duly registered in the office of Jt. Sub Registrar, Nagpur Rural No.10 at Sr. No. NGP-439/2012 on even date executed between the Owner herein and Shri Nandkishor Tilakchand Baniya and others and since then the Owner herein is in legal and peaceful possession of the same.

AND WHEREAS the said Vendor is desirous of developing the above referred property into multistoried residential-cum-commercial buildings/ independent bungalow / row houses / duplexes / commercial complex etc., hereinafter referred to as "Scheme".

AND WHEREAS the Vendor required participation of expert hands in executing the scheme, who is having expertise of construction industry with adequate finance and who can make necessary efforts for the execution of the scheme by way of a Joint Venture.

AND WHEREAS the Confirming Party possesses the requisite expertise in the field and is one of the renowned Builders of the City and as such the parties hereto have negotiated the project and have agreed for the mutual execution of scheme, as a result of which the Vendor agreed to complete the execution of the scheme by the Confirming Party and the Confirming Party agreed to execute the scheme for the Vendor on terms and conditions mutually decided upon as per the Agreement of Development dated

31st December, 2012 which is duly registered with Office of Sub-Registrar-10 (Rural) at Sr. No. 3683 – 2013 on 30th March, 2013. Few of the terms of the above said Agreement of Development were revised and thereto the Deed of Correction to Agreement of Development was duly executed and registered with the office of Sub – Registrar – 10 (Rural) at Sr No. 2471-2016 on 26th May, 2016.

AND WHEREAS, THE CONFIRMING PARTY/ VENDOR has agreed to develop the above referred property jointly by way of converting the said land into Non-Agricultural, dividing into habitable residential plots and subsequent construction of a Duplexes/ Tenements /Row Houses and various Scheme consisting Shops and Apartments thereon, including hospitals, lawns, schools or any other public utility amenities on the said Plots as per the above referred development Agreement.

AND WHEREAS, the VENDOR and CONFIRMING PARTY have agreed and the Vendor has agreed to permit the Confirming Party to develop the said property jointly or individually by way of residential plots, construct the Tenements/Duplexes/Row Houses, Multi-Storied Complex on the conditions as agreed in between, the VENDOR have allowed and authorized the CONFIRMING PARTY to develop the said property by constructing proposed multi-storied Scheme thereon comprising of and Apartments for allotment to any person or persons by way of sale or otherwise exclusively for the mutual benefit and profits as agreed upon.

AND WHEREAS, THE CONFIRMING PARTY/VENDOR has accordingly approached the Hon'ble Competent Authority i.e. the Collector, Nagpur for conversion of the aforesaid agricultural land and use the same for non-agricultural purposes and the Hon'ble Collector upon inviting objections is pleased to convert the said land into non-agricultural vide it's order dated 11th February, 2013.

AND WHEREAS, the Confirming Party has commenced the Development works as per Drawings duly approved by the Executive Engineer (North), NIT vide its Letter No. E.E. (North)/488 dated 1/7/13. The said Scheme proposed is popularly known as **“Leverage Greens”**

AND WHEREAS, as per the Sanction received, the property is clearly demarcated in separate plots and all the plots are having individual title, area and boundaries as defined in the aforesaid sanctioned map, which are proposed to be built, constructed, sold and assigned individually.

AND WHEREAS, the Vendors and Confirming Party have submitted the revised plan for the Layout with NIT and Nagpur Improvement Trust has accorded the sanction vide Letter dated 3rd July, 2014. The Revised plan of the layout has been shown to the Purchaser and the same has been accepted by the Purchaser.

AND WHEREAS the Confirming Party has approached the Competent Authority for the purpose of Sanction of Plan for the purpose of construction of 3 (Three) Six storied buildings and 2 (Two) 2 Storied Duplex upon Plot No. 40 which has been accorded

sanction by the Nagpur Improvement Trust, Nagpur vide Building Permit No. B.E. (Metro)/ South/Nagpur (Rural)/ Case No. MB 1386/2016012947/798 dated 12th May, 2016.

WHEREAS, the Vendor and the Confirming Party does hereby state and declare that there are no impediments attached to the said Project Land. There are no Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title, no separate permission is required to be obtained from Government or any other Authority;

WHEREAS the Vendor is in possession of the project land and the Developer / Owner / Confirming Party is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove;

WHEREAS, the Confirming Party has not entered into a standard Agreement with an Architect registered with the Council of Architects however, the Confirming Party has a oral contract with the Architect for the designing of the building and verification thereof;

WHEREAS, the Confirming Party has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____;

WHEREAS, the Confirming Party has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Confirming Party accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings, without prejudice his right to remove them in the event of dis-satisfaction and appointing equivalent and approved Architects and Structural Engineer;

WHEREAS, by virtue of the Development Agreement and Resolutions, the Confirming Party have sole and exclusive right to sell the Apartments/Shops in the said building/s to be constructed

by the Confirming Party on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchaser, the Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Confirming Party's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (***hereinafter referred to as "the said Act"***) and the Rules and Regulations made thereunder at its site Office and has supplied the copies thereof. The Purchaser has, prior to the execution thereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Confirming Party to sell the same on ownership basis. The Purchaser hereby confirms that the Confirming Party has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Confirming Party; The Purchaser has also satisfied himself with the quality of the Construction, Specifications whatsoever and has agreed to accept the same or similar specifications which are more enumerated in the Agreement.

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Developer / Owner / Confirming Party, authenticated copies of Property card showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been inspected and supplied to the Purchaser. The provisions of Caveat emptor are applicable to the transaction.

WHEREAS, the authenticated reduced copies of the Building Plans as sanctioned and approved by the local authority have been annexed hereto with the Agreement.

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser are as per Schedule A of the Agreement.

AND WHEREAS, the Vendors have executed the Deed of Declaration as required under the provisions of Maharashtra Ownership of Apartments Act, 1970 registered duly with the Office of the Sub-Registrar Nagpur (Rural) at Serial No._____dated _____.

AND WHEREAS, THE DEVELOPER has accordingly started the construction work of proposed Multi-Storied building as per Building Plan duly sanctioned as aforesaid AND the said Multi-storied proposed building is popularly known as 'ASTER'.

AND WHEREAS, the PURCHASER(S) being desirous to own a Flat/Apartment in the said Multi-Storied building, approached the VENDOR and the Confirming Party and after due inspection and verification, has choose to purchase Flat No. _____ in Block – _____ on the _____ Floor of the building "Aster" together with undivided proportionate variable share of _____ in land i.e. Plot No. 40.

WHEREAS, the carpet area of the said Apartment is _____ **square meters**; Open / Enclosed Balcony area is _____ **square meters**; and "**Carpet Area**" means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

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

WHEREAS, prior to the execution of these presents, the Purchaser has paid to the Confirming Party a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor and Confirming Party to the Purchaser as advance payment (the payment and receipt whereof the Owner / Confirming Party both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Confirming Party the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the Confirming Party has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____no. _____ ;

WHEREAS, under section 13 of the said Act, the Developer / Owner / Confirming Party is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908 on the purchaser making the entire payment of Stamp Duty, Registration Charges and other expenses;

AND WHEREAS, the parties hereto had due deliberations and discussions, and consequences thereof the VENDOR & CONFIRMING PARTY also accepted the proposal of the PURCHASER(S) and agreed to allot and sale said Flat/Apartment to the PURCHASER(S) after completion of building as desired by PURCHASER(S), on the terms and conditions so settled and agreed in writing as under:

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

1. THAT, the aforesaid Project consists of a Multistoried Building / ____ (____) Multistoried Buildings, each consisting of Ground Floor, and ____ (____) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of ____ (____) Apartments to be constructed by the Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

1.a The Vendors along with the Confirming Party hereby agree to sell and the Purchaser(s) agrees to purchase _____ in Block – _____ on the _____ **Floor** of the Building “Aster” on **Plot No. 40** together with undivided proportionate variable share of _____ out of the aforesaid Plot No. 40 admeasuring about 4,888.464 sq.mtrs within the Scheme Popularly known and styled as ‘**Leverage Greens**’ under construction over all those piece and parcel of land bearing Khasara No. 174/1 (New) corresponding to Khasara No. 207/1, 207/2 & 205/3 (Old), P. H. No. 12 A, Class - I, Jama Rs. 10.74, Khate No. 69 of Mouza Bokhara, admeasuring 4.35 Hectares (OR 10.74 Acres), situated at Mouza - Bokhara, within the limits of Gram Panchayat Bokhara, Tahsil and District Nagpur and more particularly described in the schedules, hereunder written for a Total consideration of **Rs.** _____ **(Rupees _____ Only)** payable in the manner hereinabove.

1.b **Manner of Payment**

Rs. _____	Booking Amount by Cheque No. _____ Dated _____ drawn on _____
Rs. _____	20% Down payment within 30 days from the execution of this Agreement
Rs. _____	10 % Payment on Plinth
Rs. _____	8 % Payment on 1 st RCC Slab
Rs. _____	8 % Payment on 2 nd RCC Slab
Rs. _____	8 % Payment on 3 rd RCC Slab
Rs. _____	8 % Payment on 4 th RCC Slab
Rs. _____	8 % Payment on 5 th RCC Slab
Rs. _____	8 % Payment on 6 th RCC Slab

Rs. _____	8 % Payment on 7 th RCC Slab
Rs. _____	5 % Payment on Brick Work
Rs. _____	5 % Payment on Plaster
Rs. _____	3% Payment on Flooring
Rs. _____	Balance At the Time of Execution of Sale Deed/Handing over the possession.

Rs. _____/- (Rupees _____ Only)

1.c The above mentioned total price/consideration excludes all taxes including GST (consisting of tax paid or payable by the Owner / Confirming Party by way of GST, and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer / Owner / Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Owner / Confirming Party indemnified against the same. It is clarified that all future impost including stamp duty, registration and all other legal expenses as may be imposed by Statute or any law shall be payable by the Purchaser.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Developer / Owner / Confirming Party undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner / Confirming Party shall disclose the reasons for rise in the cost of the property.

1.f THAT the Developer / Owner / Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and

shall not be binding upon the Owner / Confirming Party.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site, however shall not disturb the working at the site in any manner whatsoever.

1.h THAT, the Owner / Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Five percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer / Owner / Confirming Party. If there is any reduction in the carpet area beyond the defined limit, then the Developer / Owner / Confirming Party shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer / Owner / Confirming Party shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.a of this Agreement.

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

2.1 THAT, the Owner / Confirming Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 THAT, Time is essence for the Owner / Confirming Party as well as the Purchaser. The Owner / Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner / Confirming Party as provided in clause 1.b herein above. (**"Manner of Payment"**)

3. The Developer / Owner / Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is 6,369.668 Square Meters only and Owner / Confirming Party has purchased Floor Space Index of 1,273.933 on payment of premium as mentioned in the Development Control Regulation. The Developer / Owner / Confirming Party has disclosed the Floor Space Index of 7,641.756 as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment.

4.1 If the Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Confirming Party, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Confirming Party.

4.2 That the Purchaser(s) shall pay the aforesaid installments as stipulated hereinabove strictly on the stages as mentioned above to the Confirming Party only. It is specifically understood and agreed by the Purchaser(s) that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and in the event of default in making delay in making the payments of 3 installments for more than a week consequently therefore this Agreement shall automatically stand terminated and cancelled ipso-facto on the Purchaser(s)'s failure to pay the above installments on due dates. It is specifically understood by the Purchaser(s) that no extension of time for the payment of any of the installments shall be granted to him/her by the Confirming Party. It is made clear that this agreement is only an offer and shall not be termed as a concluded contract till the Sale Deed is executed and no charge/mortgage whatsoever shall be binding on the Confirming Party till the entire amount under the agreement is paid within the stipulated period and/or possession is handed over. The right of assignment is also prohibited under the agreement unless consented by the Confirming Party. In the event of such termination/cancellation of

this Agreement, the Confirming Party/Vendor shall be at full liberty to sell the said Apartment together with the undivided share in the said land to any other intending buyer or retain the same with itself without any further intimation or notice to the purchaser. It is also made very clear that any delay in securing sanction of the Housing Loan if any applied by the Purchaser(s) shall not be a ground for non-payment of the installments on due date and this agreement would not be construed as a "secured asset" unless the terms are fully complied with. The sale deed is agreed to be executed and registered after full and final settlement of accounts with the Confirming Party. The Purchaser shall pay the remaining consideration at the time of possession irrespective of the fact that whether the Sale Deed is executed or not. The Vendor/Developer may at it's option extend the time for payment however in such circumstances the Purchaser shall liable to pay interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent.

Provided that, Owner / Confirming Party shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Developer / Owner / Confirming Party within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Confirming Party shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Owner / Confirming Party.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said building and the Apartment shall be "B" Class Branded or similar.

6. The Owner / Confirming Party shall give possession of the Apartment to the Purchaser on or before 31st day of March, 2020 however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Owner / Confirming Party any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Owner / Confirming Party. If the Owner / Confirming Party fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Confirming Party shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Owner / Confirming Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor/Confirming Party shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser in full to the Confirming Party hereto.

Provided further that the Developer / Owner / Confirming Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession – The Owner / Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer / Owner / Confirming Party shall give possession of the said Apartment to the Purchaser. The Developer / Owner / Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer / Owner / Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer / Owner / Confirming Party or Association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Owner / Confirming Party to the Purchaser intimating that the said Apartment is ready for use and occupancy on making the entire payment with interest if any.

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Developer / Owner / Confirming Party else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendor/Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor/Confirming Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Confirming Party.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance. The proportionate undivided share shall vary in the event the FSI of the Building is enhanced by the Local Authority before completion of the Building and/or Local Authority permits availing TDR to the Developer.

7.6 Failure of Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Owner / Confirming Party as per clause (7.1) the Purchaser shall take possession of the Apartment from the Owner / Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Owner / Confirming Party shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 and 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Owner/Confirming Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such

as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner, the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby. The Purchaser shall not be entitled to keep any animal/pet in the Apartment and./or shall not use the same for any commercial purposes including Clinic/Hospital or any other purposes including as a Guest House;

7.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Owner / Confirming Party any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by Confirming Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Confirming Party, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Owner / Confirming Party shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects. It is further clarified that any fitting, electricals, doors, sanitary items which are not constructed by the Confirming Party and are purchased from outside sources and are only affixed the warranty/guarantee shall be claimed directly from the manufacturer and shall not exceed the period as assured by the Manufacturer. It is clarified that structural or any other defects shall not include painting of inside and outside walls, defects caused due to climatic conditions/rusting; passages, railings, grills, Windows, tiles (including scratches that may be caused by regular use) gardening, amusement for children, POP and other temporary fixtures if any provided in and outside the building. This also shall not include the defects caused by insects or termite infections within the premises as it is for the Purchaser to ensure anti-termite treatment at regular levels considering the climatic condition of the City.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Confirming Party shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle. The Purchaser shall not be entitled to park the vehicles on the road in the layout in any circumstances.

8.2 THAT it is understood by the Purchaser that the Confirming Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Confirming Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party. However it is clarified that the Purchaser shall not be entitled to display any board, sign or banner except the name plate outside his Flat/Apartment and his name on the common list if any provided by the Confirming Party at the entrance/lobby space.

9.1 That the Owner / Confirming Party has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title. The Vendor/Confirming Party is taking steps to amend the same as per the RERA Act.

9.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.4 The Owner / Confirming Party shall, within three months of executing the sale deed and handing over the possession of the entire property cause to be transferred to the said Association of Apartment Owners, all the right, title and

the interest of the Owner / Confirming Party and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.5 Within 15 days after notice in writing is given by the Owner / Confirming Party to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Gram Panchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Owner / Confirming Party such proportionate share of outgoings as may be determined by the Owner/Confirming Party. The Purchaser further agrees that till Charges are fixed, the Purchaser shall pay provisional monthly contribution of Rs. 5.00 per sq.ft of the carpet area towards the outgoings as per the area enumerated in the agreement. The amounts so paid by the Purchaser to the Owner / Confirming Party shall not carry any interest and remain with Owner / Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE OWNER / CONFIRMING PARTY:

The Owner / Confirming Party hereby represents and warrants to the Purchaser as follows :

- i. The Owner / Confirming Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; The Purchaser has however satisfied himself/herself/themselves with the title and is aware that the principles of caveat emptor are applicable to the transaction.
- ii. The Owner / Confirming Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain further requisite approvals from time to time to complete the development of the project as may be revised which is consented by the Purchaser;
- iii. There are no encumbrances upon the project land or the Project;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Owner / Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Owner / Confirming Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected; It is however made clear that the right of the Purchaser is subject to compliance of the conditions and payment terms and not otherwise.
- vii. The Vendor and/or Developer / Owner / Confirming Party has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Developer / Owner / Confirming Party confirms that the Developer / Owner / Confirming Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.
- x. After the execution of the Sale Deed of the Apartment in favour of the Purchaser, the Owner / Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners as enumerated herein;
- xi. The Owner / Confirming Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including

any notice for acquisition or requisition of the said property) has been received or served upon the Vendor and/or the Developer / Owner / Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.

11. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Owner / Confirming Party as follows :-

- i. To make timely payments to the Owner/Developer at all times in terms of the Agreement and not to obstruct the construction in any manner whatsoever.
- ii. To carry out inspections at regular levels with due appointment of the Developer and inform the defects if any to the Developer failing which it shall be presumed that the Purchaser has waived his right to get the said defects cured after 15 days thereof.
- iii. To maintain the Apartment at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken on complying all the conditions if any and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- iv. The Purchaser hereby specifically agrees with the Owner / Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Owner / Confirming Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.
- v. Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- vi. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Owner / Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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.
- vii. Not to demolish or cause to be demolished the Apartment or alter 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Owner / Confirming Party and/or the Association of the Apartment Owners.
- viii. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- ix. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- x. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- xi. Pay to the Owner / Confirming Party within fifteen days of demand by the Owner / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving

water, electricity or any other service connection to the building in which the Apartment is situated.

- xii. 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 Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- xiii. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Owner / Confirming Party under this Agreement are fully paid up.
- xiv. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment 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.
- xv. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Owner / Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xvi. Shall pay the maintenance regularly and shall be entitled to disconnection of the essential amenities in the event of default of making payment of maintenance for 3 months.
- xvii. That all the obligations set in the agreement shall equally apply to any occupier or tenant on behalf of the Purchaser.
- xviii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Developer / Owner / Confirming Party shall bear and pay the proportion of regular Maintenance Charges payable for such unsold Apartments

- xix. Shall pay all electricity, water and other charges in time.
- xx. Shall not cause any thing which may cause nuisance to the adjoining occupier and in the event of any such complaint the decision of the Association or the Developer shall be binding on the Purchaser(s).
- xxi. Shall not use the premises for any other purpose other than assigned and shall not keep any pet or animal in the building unless consented by 3/4th majority of the occupiers in the building. However in the event of the objection raised by adjoining flat owner in respect of any such nuisance, the Purchaser(s) shall forthwith remove the said animal/pet from the said apartment.

12. The Owner / Confirming Party shall maintain a separate account in respect of sums received by the Owner / Confirming Party from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

13. Nothing contained in this Agreement is intended to be nor shall be construed as demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him subject to making timely payments and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner / Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned. That the right of the Purchaser(s) shall not exceed except to the right to refund of the purchase price without any interest in the event of any disagreement or dissatisfaction expressed by the Purchaser(s).

14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

15. After the Owner / Confirming Party executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Purchaser who has taken or agreed to take such Apartment. However similarly the Right of the Developer/Owner shall not be affected in the event of default committed by the Purchaser and this shall not dilute the right of

the Vendor/Owner/Developer to cancel the Agreement in the event of breach of the terms.

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

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

18. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS: 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 Scheme shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the said Project as it exists and as may be revised.

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

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Owner / Confirming Party through its authorized signatory at the Owner / Confirming Party's Office, or at some other place, which may be mutually agreed between the Developer / Owner / Confirming Party and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Owner / Confirming Party or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

24. The Purchaser and/or Owner / Confirming Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Owner / Confirming Party will attend such Office and admit execution thereof.

25. That all notices to be served on the Purchaser and the Owner / Confirming Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Owner / Confirming Party by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Purchaser
(Purchaser's Address)

Notified Email ID :

M/s

(Name of Developer / Owner / Confirming Party name)

(Address of Developer / Owner / Confirming Party)

Notified Email ID :

It shall be the duty of the Purchaser and the Owner / Confirming Party to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner / Confirming Party or the Purchaser, as the case may be.

26. JOINT PURCHASERS: In case there are Joint Purchasers all communications shall be sent by the Owner / Confirming Party to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

27. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

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

29. GOVERNING LAW : 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 Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

30. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

SCHEDULE - I

(Description of Total property)

All that Land admeasuring 4888.464sq. mtrs. bearing Plot No. 40 sanctioned Scheme Popularly known and styled as **‘LEVERAGE GREENS - ASTER** under construction over all those piece and parcel of land bearing Khasara No. 174/1 (New) corresponding to Khasara No. 207/1, 207/2 & 205/3 (Old), P. H. No. 12 A, Class - I, Jama Rs. 10.70, Khate No. 69 of Mouza Bokhara, admeasuring 4.35 Hectares (OR 10.74 Acres), situated at Mouza - Bokhara, within the limits of Gram Panchayat Bokhara, Tahsil and District Nagpur and the respective plot is bounded as under:

ON THE EAST	:	-	12 mtr Service Road
ON THE WEST	:	-	Plot No. 1 to 9
ON THE NORTH	:	-	Other Plot
ON THE SOUTH	:	-	12 Mtr. Road

SECOND SCHEDULE ABOVE REFERRED TO

SPACE FOR

SIGNATURE, PHOTO & THUMB IMPRESSION