Annexure 'A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

(See rule 10(1))

Model Form of Agreement

MOUZA – WANADONGRI

WITHIN THE JURISDICTION OF SUB REGISTRAR HINGANA, DIST-NAGPUR

This Agreement made at_____ this_____ day of_____ in the year Two Thousand and _____ Between **M/S. Matrix Royal Residency, A Proprietor Firm, Through Its proprietor** Shri Suchitkumar S/o Diwan Ramteke, Aged about 46 Years, Occupation – business, Resident of **B-01, Ramdhan residency, Narendra Nagar Bus Stop, Near Shrikrishna Medical Store, Ramkrusha Housing Society, Narendra Nagar, Nagpur** Permanent Account No. **AJYPR5210Q**, UID Card No. **2031 6061 0428**, Mobile No. _____ and Email Id: _____ (Hereinafter individually called to and referred as the 'Vendor' or 'Land Owner' or 'Owner' with respective number and collectively referred to and called as the '**Vendors**' or '**Land Owners**' or '**Original Owners**', **"Promoters"** which expression shall, unless repugnant to the context or meaning thereof always mean and include the said Land Owners as well as their respective legal heirs, legal representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

AND/OR

WHEREAS by an Agreement/Conveyance dated _____day of _____ 20 _____ and executed between _____ of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel off hold land bearing Survey No._____ lying and being Survey no. at _____in the Registration Sub-District_____Admeasuring_____ _____ sq. mtrs. or there about more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

WHEREAS, originally the property under transaction was belonging to Shri. Madhukar S/o Hiraman Dakhare, the said owner during his occupation applied for user change of the land from agriculture to Non-agriculture. **AND**

WHEREAS, the user of the land was changed to Non-agriculture by the order of the District Collector on 03/02/2005 being order no. 231/2006/Rev.Case No.426/NAP-34/2005-2006 ; **AND**

WHEREAS, after passing of above order the user of the land was changed into Non-agriculture, that later on the said owner has been agreed to sell the portion of the developed land described as ALL THAT piece and parcel of land bearing Kh. No.178 (Part) admeasuring 1858.580 Sq. mtrs., bearing P.H.no-46, municiapal house/property no.19620, Ward No.6 of Mouza – Wanadongri, Tahsil-Hingana, Dist-Nagpur; (hereinafter referred as said property/property under transaction) **AND**

WHEREAS, accordingly the land under transaction was purchased by the vendor herein by making payment of the valuable consideration of Rs.80,00,000/- (Eighty Lakh Only) directly to the said previous owner till 2015. Hence the deed of sale was registered with the consent of the previous owner on 23/12/2020 which was registered at Sr.no-7649/2020 in the books of the Sub-registrar Class-2 at Hingana **AND**

WHEREAS, the deed of sale was suffering from certain typographical errors obviously being discovered later on, hence the deed of correction was executed to treat those errors and lacunas. The correction deed to the effect was registered on 14/09/2022 at Sr.no.5521 in the books of the Sub-registrar Class-2 at Hingana. **AND**

WHEREAS, the vendor herein was already planning to develop the land into a fully fledged apartment ship, the vendor therefore acquired the regularization letter by making payment of the requisite development charges from the municipal council Wanadongri on 26/09/2022 vide letter no. R.L/1552/T.P.D/2022-23; **AND**

WHEREAS, the Land Owners have decided to develop the aforesaid Property into a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self-contained separate Apartments therein (Hereinafter called to and referred as the said ‘Apartments’ or ‘Residential Apartments’) accordingly approached to the developers for development the said

plot by constructing multistoried building thereon and sell the Apartments and commercial units to the prospective Purchaser(s) by giving assurance that there is no material or latent or patent defects in the property and title, possession etc. and the same is not only free from encumbrances, but it is marketable too and the Owners have absolute right and full authority to convey, assign and transfer right and interest in the said plot ; **AND**

WHEREAS, the PROMOTER, for construction of a multi stored building on the said plot acquired sanction of a building Plan/permit from Municipal Council Wanadongri for construction, vide building plan/permit No. 748/2023 dated 21/03/2023 annexed herewith. **AND**

WHEREAS, the said multi-storied buildings is named and styled as **"MATRIX ROYAL RESIDENCY"** (Hereinafter called to and referred as the said 'Scheme'/'Apartment Scheme'/'Multistoried Building'/ 'Building'); **AND**

WHEREAS, the said scheme is submitted to the provisions of the Maharashtra Apartments Ownership Act, 1970 by the Land Owners, by executing Deed of Declaration dated 19/04/2023, which was duly registered in the office of the Sub-Registrar, Hingana bearing document No. 2941/2023 on even date; **AND**

Architect and Structural Engineer:-

The Promoter has entered into a standard Agreement with Mr. Ravi Chaudhary Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the vendor/promoter has got his name mutated in the land records of the property under transaction during material times vide mutation entry no.15128.

WHEREAS, the promoter has already availed financial assistance from The Navin Subhedar Nagari Sahkari Pat Sanstha for an amount of Rs.71,54,774/-(Seventy One lakh Fifty Four Thousand Seven Hundred And Seventy Four Only), the said creditor has mutated their charge on the land record vide entry no. 15468.**AND**

WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively; **AND**

WHEREAS, the authenticated copy of the building plan proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure 'C'; AND**

WHEREAS, the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'D'** and Specification and Amenities for the Apartment is appended herewith as **Annexure 'E'**; **AND**

WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building; **AND**

WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority; **AND**

WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. _____ dated _____, authenticated copy is attached as **Annexure – 'F'**; **AND**

WHEREAS, the Vendor/Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Purchaser/s of the Apartments to receive the sale consideration in respect thereof; **AND**

WHEREAS, the Allottee/Purchaser being desirous to own and possess an Apartment No. _____ on ____ Floor, Wing-___ of the building be known and styled as "Matrix Royal Residency" on ownership basis with heritable and transferable rights therein and the same is more particularly as described in the Schedule of Property Annexed hereto approached the Vendor/s & Promoter/s to purchase the said Apartment. That the Vendor/s & Promoters agreed to sell the same on ownership basis with heritable and transferable rights therein; **AND**

WHEREAS, the Vendor/s & Promoter/s does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor/ Promoter 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/ Promoter is in possession of the project land and it is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove**;**

WHEREAS, the Promoter has given assurance that all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter' Architects Mr. Ravi Chaudhary 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, and assured that the documents provided by him are legally valid without any legal defect and his title is clear & marketable AND

WHEREAS, the Promoter/Vendors herein assured and confirmed that the construction commenced and will be completed erected thereon, of a residential Apartment No. ____admeasuring ____ square meters as per duly sanctioned Building Permit/Map by Municipal Council Wanadongri and Flat/Apartment No. ____ on the "_____ FLOOR" totally admeasuring about ____ Sq. Mt. (_____ Sq.

Ft.) which is more particularly described in the Schedule above has got a necessary certificate from the authorities of Nagpur Municipal Corporation (NMC);

WHEREAS, the Promoter/Vendors herein assured and confirmed that carpet area of the said Apartment 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/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the purchaser/s, but includes the area covered by the internal partition walls of the Apartment as per duly sanctioned plan & Deed of Declaration; **AND**

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; AND

WHEREAS, the Promoter agrees and undertakes that it shall not make any changes to these Project except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act 2016 and other laws as applicable and assured that he will not misappropriate the rightful gain of the flat owners/society for himself.; AND

WHEREAS, prior to the execution of these presents the purchaser/s has paid to the Promoter a sum of Rs. _____ (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing; subject to clear title of the property and if Purchaser/s desirous to purchase said property by way of home loan and in case the home loan get rejected due to some reason, the purchaser would not be held liable; AND

WHEREAS, under section 13 of the said Act the Vendors and Promoter is required to execute a written Agreement for sale of said Apartment with the purchaser/s being in fact these presents and also to register said Agreement under the

Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell on ownership basis and the purchaser/s hereby agrees to purchase the Apartment upon the terms and conditions mentioned herein:

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

1. The Promoter shall construct the said building/sconsistingof_____ basementandGround/ stilt, /_____ podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No._____ ofthetype_____ ofcarpet areaadmeasuring _____ sq. Meters on _____ floor in the building/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs. _____including Rs. _____being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and descriptionofthecommonareasandfacilitieswhicharemoreparticularlydescribedin the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shownseparately).

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage _____bearing No.'s situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____/-

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos situated at _____ Basement and/or stilt and /or podium

being constructed in the layout for the consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs.__/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____

(Rupees_____only) (not exceeding 10% of the totalConsideration) as advance payment or application fee and hereby agrees to pay tothat

Promoter the balance amount of Rs_____(Rupees_____)

in the following manner :-

i. AmountofRs_____/-
(_____) (not exceeding 30% of the total consideration) tobepaid to the Promoter after the execution of Agreement.

ii. Amountof Rs_____./-
(_____)(notexceeding45%ofthetotalconsideration)tobe PaidtothePromoteroncompletionofthePlinthofthebuildingorwinginwhich the said Apartment islocated.

iii. Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____ /- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration)tobe paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the saidApartment.

vi. Amount of Rs. _____/- (_____) (not exceeding 85% of the total consideration) to be said to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which thesaid Apartment is located.

vii. Amount of Rs. _____/- (_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of are as apart a in and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment islocated.

viii. Balance Amount of Rs. _____/-

(_____) against and at the time of handing overofthe possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee

undertakes not to object/demand/direct the Promoter to adjust his payments in anymanner.

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concernedlocalauthorityatthetimeofsanctioningthesaidplansorthereafterandshall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee 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 Promoter as provided in clause1(c) herein above. ("PaymentPlan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is_____ square meters only and Promoter has planned to utilize Floor Space Index of_____by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of

delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest asspecified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate thisAgreement:Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at thee-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breachorbreachesoftermsandconditionsinrespectofwhichitisintendedtoterminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate thisAgreement.Provided further that upon termination of this Agreement as aforesaid, the Promoter shallrefundtotheAllottee(subjecttoadjustmentandrecoveryofanyagreedliquidated damagesoranyotheramountwhichmaybepayabletoPromoter)withinaperiodofthirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities likeoneormoreliftswithparticularbrand,orpricerange(ifunbranded)tobeprovided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexedhereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before_____dayof _____20. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as maymentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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 competentauthority/court.

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allotteeasper the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartmentto the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillmentof any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of theProject.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use andoccupancy:

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written
intimationfromthePromoterasperclause8.1,theAllotteeshalltakepossessionofthe Apartmentfrom the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promotershallgive possession of the Apartmentto the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges asapplicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the ApartmentorthebuildinginwhichtheApartmentaresituatedoranydefectsonaccount of workmanship, quality or provision of service, then, wherever possible such defects shallberectifiedbythePromoterathisowncost andincaseitisnotpossibletorectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under theAct.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/ shop. He shall use the garage or parking space only for purpose of keeping or parkingvehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to beknown by such name as the Promoter may decide and for this purpose also from time to timesignandexecutetheapplicationforregistrationand/ormembershipandtheotherpaper s and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within

seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or anyother CompetentAuthority

9.1 ThePromotershall,withinthreemonthsofregistrationoftheSocietyorAssociation or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoterand/ortheownersinthesaidstructureoftheBuildingorwinginwhich the said Apartment issituated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings areconstructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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 namelylocal taxes, bettermentcharges or such other levies by the concerned local authority and/or Governmentwater 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 Allottee shall pay to the Promoter such proportionate share of outgoingsasmaybedetermined.TheAllotteefurtheragreesthattilltheAllotteesshare issodeterminedtheAllotteeshallpaytothePromoterprovisionalmonthlycontribution ofRs_____ per month towards the outgoings. The amounts so paid by the Allotteetothe Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignmentofleasebeingexecutedforthestructureofthebuildingorwing theaforesaiddeposits(lessdeductionprovidedforinthisAgreement)shallbepaidover by the Promoter to the Society or the Limited Company, as the case maybe.

10. The Allottee shall on or before delivery of possession of the said premises keepdeposited with the Promoter, the following amounts:-

(i) Rs_____forsharemoney,applicationentrancefeeoftheSociety or Limited Company/Federation/ Apex body.

(ii) Rs_____ for formation and registration of the Society orLimitedCompany/Federation/ Apex body.

(iii) Rs. _____for proportionate share of taxes and other charges/levies

in respect of the Society or Limited Company/Federation/ Apexbody.

(iv) Rs._____ for deposit towards provisionalmonthly contribution
Towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs_____For Deposit towards Water, Electric, and other utilityandservices connection charges &
(vi) Rs_____for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sumofRs..... for meeting all legalcosts,charges and expenses, including professional costs of the Attorney-at-Law/Advocatesof the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment oflease.

12. AtthetimeofregistrationofconveyanceorLeaseofthestructureofthebuildingorwing of the building, the Allottee shall pay to the Promoter, the Allottee' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance orleaseoranydocumentorinstrumentoftransferinrespectofthestructureof the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THEPROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; a s declaredinthetitlereportannexedtothisagreementandhasthe requisite rights to carry out development upon the project land and also has actual, physicalandlegalpossessionoftheproject landfortheimplementation oftheProject;

ii. The Promoter has lawful rights and requisite approvals from the competent Authoritiestocarryoutdevelopmentoftheprojectandshallobtainrequisiteapprovals from time to time to complete the development of theproject;

iii. There are no encumbrances upon the project land or the Project except thosedisclosed in the titlereport;

iv. There are no litigations pending before any Court of law with respect to the

project land or Project except those disclosed in the titlereport;

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 landandsaidbuilding/wingshallbeobtainedbyfollowingdueprocessoflawandthe Promoter 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 Promoter has the right to enter into this Agreement and has not committed or omittedtoperformanyactorthing,wherebytheright,titleandinterestoftheAllottee created herein, may prejudicially beaffected;

vii. The Promoter has not entered into any agreement for sale and/or development agreementoranyotheragreement/arrangementwithanypersonorpartywithrespect to the project land, including the Project and the said Apartmentwhich will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in thisAgreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter 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 competentAuthorities;

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

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable

repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartmentissituatedwhichmaybeagainsttherules,regulationsorbye-lawsor 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, ifrequired.

ii. NottostoreintheApartmentanygoodswhichareofhazardous,combustibleor 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 theApartment issituated,includingentrancesofthebuildinginwhichtheApartmentissituated 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 Allottee in this behalf, the Allottee shall be liable for the consequences of thebreach.

iii. To carry out at 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 Promoter to the Allottee and shall not do or suffer to be done anythinginortothebuildinginwhichtheApartmentissituatedortheApartment whichmaybecontrary to the rulesandregulationsandbye-lawsoftheconcerned local authority or other public authority. In the event of the Allottee committing anyactincontraventionoftheaboveprovision,theAllotteeshallberesponsible and liable for the consequences thereof to the concerned local authority and/or other publicauthority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made anyaddition 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 whichtheApartmentissituatedandshallnotchiselorinanyothermannercause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the LimitedCompany.

v. Nottodoorpermittobedoneanyactorthingwhichmayrendervoidorvoidable 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 theinsurance.

vi. Nottothrowdirt,rubbish,rags,garbageorotherrefuseorpermitthesametobe thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment issituated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his shareof security deposit demanded by the concerned local authority or Government or givingwater,electricityoranyotherserviceconnectiontothebuildinginwhich the Apartment issituated.

viii. To bear and pay increase in local taxes, water charges, insurance and suchother 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 Allottee for any purposes other than for purpose for which it issold.

ix. The Allottee 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 Allottee to the Promoter under this Agreement are fully paidup.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inceptionandtheadditions,alterationsoramendmentsthereofthatmaybemade 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the 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 thisAgreement.

xi. TillaconveyanceofthestructureofthebuildinginwhichApartmentissituated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land orany part thereof to view and examine the state and conditionthereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the sharecapitalforthepromotionoftheCo-operativeSocietyorassociationorCompany or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have beenreceived.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the propertyof the Promoter until thesaidstructureofthebuildingistransferredtotheSociety/LimitedCompanyorotherbody and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE

After the Promoter 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 Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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 ProjectshallequallybeapplicabletoandenforceableagainstanysubsequentAllottee of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents andpurposes.

22. SEVERABILITY

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THEAGREEMENT

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

24. FURTHERASSURANCES

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 actionsspecificallyprovidedforherein,asmaybereasonablyrequiredinorderto 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 suchtransaction.

25. PLACE OFEXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, inafter the Agreement is duly executed by the Allottee andthePromoter 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 beenexecutedat_____.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit executionthereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allotteeor the Promoter by Registered Post A.D andnotified Email ID/Under Certificate of Posting at their respective addresses specifiedbelow:

Name of Allottee:
_____

Allottee Address:
_____

_____
Notified
EmailID:_____

____

Promoter
Name:_____

___
Promoter
Address:_____

__
Notified Email
ID:_____

ItshallbethedutyoftheAllotteeandthepromotertoinformeachotherofanychange 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 addressshallbedeemedtohavebeenreceivedbythepromoterortheAllottee,asthe case maybe.

28. JOINTALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/herwhichshallforallintentsandpurposestoconsiderasproperlyservedon all theAllottees.

29. Stamp Duty and Registration: - The charges towards stamp duty andRegistration of this Agreement shall be borne by theallottee.

30. Dispute Resolution: - Any dispute between parties shall be settled amicably**.**In case of failure to settled the dispute amicably, which shall be referred to

the_____AuthorityaspertheprovisionsoftheRealEstate(RegulationandDevelopment) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNINGLAW : 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 forceandthe___courts will have the jurisdiction for thisAgreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement forsale at_____*(city/town name)* in the presence of attesting witness, signing as such on the day first abovewritten.

First Schedule above Referred to
Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to
Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____

Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph

(2)_____

At_____on_____

in the presence of WITNESSES:

1. Name_____
Signature_____

2. Name_____
Signature_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Please affix photograph and sign across the photograph

M/S. Matrix Royal Residency,

A Proprietor Firm, Through Its proprietor

Shri Suchitkumar S/o Diwan Ramteke

B-01, Ramdhan residency, Narendra Nagar Bus Stop,

Near Shrikrishna Medical Store,

Ramkrusha Housing Society, Narendra Nagar, Nagpur

(Authorized Signatory)

in the presence of WITNESSES:

Name_____
Signature_____

Name_____
Signature_____

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/ CLOSED PARKING ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

'ANNEXURE A'

Name of Attorney at Law / Advocate, Address:
Date:
No.
R.E.:

TITLE REPORT

Details of the Title Report
The Schedule above Referred to (Description of property)

Place:

Dated _____ day of _____
20_____.

(Signed)

Signature of
Attorney

ANNEXURE –B

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

ANNEXURE –C-1

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

ANNEXURE - C-2

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

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees _____ on execution of this agreement towards Earnest Money Deposit or application fee Is a received.

The Promoter/s.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE Apartment AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Name of the Attorney at Law/Advocate, Address:

Date