**Annexure 'A'**

**Model Form of Agreement to be entered into betweenPromoter and Allottee(s)**

(See rule 10(1))

***EXPLANATORY NOTE***

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

**Model Form of Agreement**

This Agreement made at NAGPUR this.....day of..... in the year Two Thousand and TWENTY FOUR between:

**M/s. NANI'S BUILDCON PRIVATE LIMITED,** a Company Incorporated under the Companies Act, 1956, having its Office at Plot No. J/13, West High Court Road, 8 Rasta Square, Laxmi Nagar, Nagpur, Corporate Identification Number is (CIN) U45200MH2006PTC160105, PAN AACCN2749Q, acting through its Authorised Director **SHRI. YASHWANT S/o AJABRAO KHODKE**, Aged about 56 Years, Occupation –Business, DIN 00487402, Resident of Plot No. 7, Behind Sai Mandir, Vikas Nagar, Wardha Road, Nagpur, Tahsil and District – NAGPUR, hereinafter called the **VENDOR / DEVELOPER / PROMOTER,** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDOR / DEVELOPER / PROMOTER,** as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

**AND**

**(1) SHRI. _____ S/o. _____**, Aged about ___ Years, Occupation – _____, Income Tax PAN _____, Aadhar Unique Identity No. _____ and Cell No. _____ AND

**(2) SMT. _____ W/o _____**, Aged ___ years, Occupation – _____, Income Tax PAN _____, Aadhar Unique Identity No. _____ and Cell No. _____ having address at _____ hereinafter referred to as "the **Allottee(s)/Purchaser(s)**" of the Other Part.

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the day of .....20..... made between ..... of the One Part (hereinafter referred to as " the Lessor" ) and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land bearing situate at ....., admeasuring. sq.m. or thereabouts more particularly described in the First Schedule hereunder written ( hereinafter referred to as " the project land" ) at a rent of Rs. ..... per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

OR

WHEREAS by an Agreement dated .....day of 20...../Power of Attorney dated ..... executed between Shri. ( hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part ( hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at ..... in the Registration Sub-District of ..... admeasuring ..... sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

WHEREAS by an Agreement/Conveyance dated _____ day of _____ 2024 and executed between the One Part (hereinafter referred to as "the Vendors & the Promoters") and of the Other Part (hereinafter referred to as " the Allottee(s)/Purchaser(s)"), the Vendors/ the Promoters agreed with the Purchaser(s)/the Allottee(s) an immovable property i.e. a Residential Unit/Apartment out of the project "**VEDANT ACQUAMARINE"** proposed to be constructed on ALL THOSE Pieces and Parcels of land bearing Plot Nos. 153 & 154 out of the layout of The Swagat Co-operative Housing Society Limited, Nagpur, containing by admeasurement 704.2930 Sq. Mtrs. and 983.090 Sq. Mtrs. thus total area of 1687.383 Sq. Mtrs. (OR 18162.99 Sq. Ft.) being a portion of the entire land bearing Kh. No. 9 of Mouza – SONEGAON, P.S.K. 44, including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

WHEREAS, the Vendor/Promoter hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THOSE Pieces and Parcels of land bearing Plot Nos. 153 & 154 out of the layout of The Swagat Co-operative Housing Society Limited, Nagpur, containing by admeasurement 704.2930 Sq. Mtrs. and 983.090 Sq. Mtrs. thus total area of 1687.383 Sq. Mtrs. (OR 18162.99 Sq. Ft.) being a portion of the entire land bearing Kh. No. 9 of Mouza – SONEGAON, P.S.K. 44, including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***; AND

WHEREAS ALL THAT Piece and parcel of land bearing Kh. No. 9/2 of Mouza – SONEGAON, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 24 and Sheet No. 257/4 of Mouza – Sonegaon, situated at Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to The Swagat Co-operative Housing Society Limited, Nagpur, having purchased the same by it from Shri. Ashwinikumar Keshavprasad Awasthi, by a Sale Deed Dated 23-04-1993, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur in Addl. Book No. 1, Volume No. 690 on Pages 34 to 35 at Sr. No. 2156(P) on even date; AND

WHEREAS the aforesaid property is converted for Non Agricultural (Residential) use by the Tahsildar, Nagpur vide his Order Dated 17-05-1996 passed in Revenue Case No. 12/NAP-34/1995-96 of Mouza – Sonegaon; AND

WHEREAS the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur prepared a Layout on the said land consisting of various plots of different sizes therein; AND

**PLOT NO. 153** :

(i) That, the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur transferred the Plot No. 153 out of its aforesaid layout containing by admeasurement 825.54 Sq. Mtrs. situated at Sonegaon, Nagpur in Tahsil and District – Nagpur by way of sale to one of its Share Holder Member Shri. Ashwinikumar Ambikaprasad Awasthi, the Vendor named hereinabove, by a Sale Deed dated 21-12-2005, which is registered at the Office of the Sub Registrar, Nagpur-4 in Book No. 1, at Sr. No. 4550 on even date.

(ii) THAT, the aforesaid Plot No. 153 is covered under the scheme of 1900 layouts regularized by the Nagpur Improvement Trust, Nagpur.

(iii) THAT, for Regularisation and Development of the said Plot No. 153 from the Nagpur Improvement Trust, Nagpur under the Provisions of Maharashtra Gunthewari Developments (Regularisation, Upgradation and Control) Act, 2001, the Vendor has applied to the Nagpur Improvement Trust, Nagpur for the same. He also paid/deposited the Development Charges for Regularisation and Development of the said Plot of land in the Office of the Nagpur Improvement Trust, Nagpur as demanded by it.

(iv) THAT considering the application of the Vendor and also on receipt of the Development charges as demanded by it from him, the Nagpur Improvement Trust, Nagpur lateron regularised the said Plot No. 153 and accordingly a Regularisation Letter to that effect is also issued by the Building Engineer (WEST), Nagpur Improvement Trust, Nagpur vide its Permit No. BE(W)/1900(U/L)/18657/1079 Dated 27-05-2011 in Case No. 2006022327 and Layout No. 1900/W/Son/545 in favour of the Vendor. As per the Regularisation Letter Dated 27-05-2011, the area of

the said Plot No. 153 is shown and declared as 704.2930 Sq.Mtrs. As result therefore the Vendor has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records.

(v) THAT the aforesaid Plot No. 153 comprising Kh. No. 9 of Mouza – SONEGAON is converted for Non-Agricultural (Residential) Use by the Additional Tahsildar, Nagpur vide his Order Dated 07-05-2013 Passed in Revenue Case No. 5602/NAP-34/2012-13.

**PLOT NO. 154** :

(i) That, the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur transferred the Plot No. 154 out of its aforesaid layout containing by admeasurement 990.81 Sq. Mtrs. situated at Sonegaon, Nagpur in Tahsil and District – Nagpur by way of sale to one of its Share Holder Member Shri. Ashwinikumar Ambikaprasad Awasthi, the Vendor named hereinabove, by a Sale Deed dated 21-12-2005, which is registered at the Office of the Sub Registrar, Nagpur-4 in Book No. 1, at Sr. No. 4549 on even date.

(ii) THAT, the aforesaid Plot No. 154 is covered under the scheme of 1900 layouts regularized by the Nagpur Improvement Trust, Nagpur.

(iii) THAT, for Regularisation and Development of the said Plot No. 154 from the Nagpur Improvement Trust, Nagpur under the Provisions of Maharashtra Gunthewari Developments (Regularisation, Upgradation and Control) Act, 2001, the Vendor has applied to the Nagpur Improvement Trust, Nagpur for the same. He also paid/deposited the Development Charges for Regularisation and Development of the said Plot of land in the Office of the Nagpur Improvement Trust, Nagpur as demanded by it.

(iv) THAT consideration the application of the Vendor and also on receipt of the Development charges as demanded by it from him, the Nagpur Improvement Trust, Nagpur lateron regularised the said Plot No. 154 and accordingly a Regularisation Letter to that effect is also issued by the Building Engineer (WEST), Nagpur Improvement Trust, Nagpur vide its Permit No. 1196 Dated 20-09-2016 in Case No. 2005121630 and Layout No. 1900/W/Son/545 in favour of the Vendor. As per the Regularisation Letter Dated 20-09-2016, the area of the said Plot No. 154 is shown and declared as 983.090 Sq.Mtrs. As result therefore the Vendor has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records.

(v) THAT the aforesaid Plot No. 154 comprising Kh. No. 9 of Mouza – SONEGAON is converted for Non-Agricultural (Residential) Use by the Additional Tahsildar, Nagpur vide his Order Dated 07-10-2016 Passed in Revenue Case No. 560/NAP-34/2016-17.

(vi) THAT the aforesaid Shri. Ashwinikumar Ambikaprasad Awasthi through his Power of Attorney holder Mrs. Anita Ashwinikumar Awasthi transferred/sold the property comprising ALL THOSE Pieces and Parcels of land bearing Plot Nos. 153 & 154 out of the layout of The Swagat Co-operative Housing Society Limited, Nagpur, containing by admeasurement 704.2930 Sq. Mtrs. and 983.090 Sq. Mtrs. thus total area of 1687.383 Sq. Mtrs. (OR 18162.99 Sq. Ft.) being a portion of the entire land bearing Kh. No. 9 of Mouza – SONEGAON, P.S.K. 44, including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, in favour of M/s. Nani's Buildcon Private Limited, by a Sale Deed dated 28-03-2022, which is duly registered at the office of Sub-Registrar, Nagpur-4, in Book No. 1 at Sr. No. 3099 on 29-03-2022. As result therefore M/s. Nani's Buildcon Private Limited, the Vendor namedhereinabove has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records vide Ferfar Entry No. 5726 dated 25-05-2022.

WHEREAS the Vendor/Developer/Promoter applied to the Nagpur Improvement Trust, Nagpur for amalgamation of Plot Nos. 153 & 154 into Single Plot. Accordingly the Building Engineer of Nagpur Improvement Trust, Nagpur has approved the Amalgamation of said plots of land vide its Letter No. **b- v-¼i½@**168 Dated 12-09-2023. As per the said Amalgamation Letter Dated 12-09-2023, the area of the said Amalgamated Plot of land is shown and declared as 1687.383 Sq. Mtrs.; AND

WHEREAS the Vendor/Developer/Promoter lateron purchased the TDR of 915.00 Sq. Mtrs. of F.S.I./T.D.R. from and out of the T.D.R. Certificate No. 15 dated 16-05-2023, from Shree Ganesh Builders Limited, by a Transfer Deed dated 12-09-2023, which is duly registered in the office of Sub-Registrar, Nagpur-4, in Book No. 1 at Sr. No. 8125 on 12-09-2023; AND

WHEREAS the Vendor / Developer / Promoter has proposed to construct a RESIDENTIAL ESTATE on the Project Land by constructing a 1 (ONE) Multistoried Building consisting of various self contained separate Apartments therein; AND

WHEREAS the Plans of the Multistoreyed building proposed to be constructed and to be known and styled as "**VEDANT AQUAMARINE"** and the same is sanctioned and approved by the Building Engineer (W), Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E.(WEST)/Case No. A-273/Tracking No. 20230925471/253, Dated 29-01-2024; AND

WHEREAS the Vendor/Promoter are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove; AND

WHEREAS the Vendor/Promoter is in possession of the project land; AND

WHEREAS the Promoter has proposed to construct on the project land consists of the Ground Floor and _____ Upper Floors. There are Covered/Stilt Parking Area on the GROUND FLOOR of the said Building. There are There are ___ (_____) Apartments each on the FIRST to _____ FLOOR. Thus there are in all __ (_____) independent and self contained separate Apartments in the said project and to be collectively known and styled as "**VEDANT AQUAMARINE**"; AND

WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "**VEDANT AQUAMARINE**" (herein after referred to as the said "Building/Complex") being constructed in the single phase of the said project, by the Vendor/Promoter; AND

WHEREAS the Vendor/Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

WHEREAS the Vendor/Promoter have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at NAGPUR bearing No. _____ Dated _____; authenticated copy is attached in Annexure 'F'; AND

WHEREAS the Vendor/Promoter have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor/Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion ofthe building/buildings; AND

WHEREAS by virtue of the Development Agreement/Power of Attorney the Vendor/Promoter have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Vendor/Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof; AND

WHEREAS on demand from the allottee, the Vendor/Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects _____, having his registered Office at "_____ 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

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the natureof the title of the Vendor/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 copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1; AND

WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor/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-2; AND

WHEREAS the authenticated copies of the plans and specifications of theApartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D; AND

WHEREAS the Vendor/Promoter have 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 Vendor/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 Vendor/Promoter have accordingly commenced construction of the said building/s in accordance with the said proposed plans; AND

WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on the _____ Floor in in the building/complex **"VEDANT AQUAMARINE"** being constructed in the single phase of the said Project; AND

WHEREAS the 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 Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment; 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, prior to the execution of these presents the Allottee has paid to the Vendor/Promoter a sum of **Rs. _____ (Rupees _____)** only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Vendor/Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Vendor/Promoter the balance of the sale consideration in the manner hereinafter appearing; AND

WHEREAS, the Vendor/Promoter have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate RegulatoryAuthority at _____no. _____; AND

WHEREAS, under section 13 of the said Act the Vendor/Promoter have is required toexecute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908; AND

In accordance with the terms and conditions set out in this Agreement and as mutuallyagreed upon by and between the Parties, the Vendor/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

**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/s consisting of the Ground Floor and _____ Upper Floors. There are Covered/Stilt Parking Area on the GROUND FLOOR of the said Building. There are __ (_____) Apartments each on the FIRST to _____ FLOOR. Thus there are in all __ (_____) independent and self contained separate Apartments to be constructed by the Vendors / Promoters 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 Vendor/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 Vendor/Promoter and the Vendor/Promoter hereby agrees to sell to the Allottee Apartment No. ..... having carpet area admeasuring **..... sq. metres** on ..... floor in the "Block-____" of the complex/building known as

**“VEDANT AQUAMARINE”** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures 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 description of the common areas and facilities which are more particularly describedin 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 shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _ situated at Basement and/or stilt and /or _podium being constructed in the layout for the consideration of Rs. /-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No. _____ 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 total consideration) as advance payment or application fee and hereby agrees to pay to Vendor/Promoter the balance amount of Rs. _____ (Rupees _____) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Vendor/Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Vendor/Promoter on completion of the Plinth of the building or wing in which the said unit is located.

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

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

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

vi. Amount of Rs...../-(.....) ( not exceeding 85% of the total

consideration) to be paid to the Vendor/Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said unit is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Vendor/Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said unit is located.

viii. Balance Amount of Rs...../-( ..... ) against and at the time of handing over of the possession of the unit to the Allottee on or after receipt of occupancycertificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/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 theProject payable by the Vendor/Promoter) up to the date of handing over the possession of the [Apartment].

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 Vendor/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 Vendor/Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf tothat effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @___% per annum for the period by which the respective installment has been pre-poned. 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 Vendor/Promoter.

1(g) The Vendor/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 Vendor/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/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 Promoters 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 Vendor/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 Vendor/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendor/Promoter to adjust their payments in any manner.

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

2.1 The Vendor/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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, 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 Vendor/Promoter as well as the Allottee. The Vendor/Promoter shall abide bythe 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 Vendor/Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Vendor/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Vendor/Promoter have planned to utilize Floor Space Index of _____ by availing of TDR or FSI availableon 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 Vendor/Promoter have disclosed the Floor Space Index of_____ as proposed to be utilized by them 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 by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to

Vendor/Promoter only.

4.1 If the Vendor/Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Vendor/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 Vendor/Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Vendor/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendor/Promoter.

4.2 Without prejudice to the right of Vendor/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 Vendor/Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Vendor/Promoter shall at their own option, may terminate this Agreement:

Provided that, Vendor/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 the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Vendor/Promoter within the period of notice then at the end of such notice period, Vendor/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor/Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Vendor/Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to beprovided by the Vendor/Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Vendor/Promoter shall give possession of the Apartment to the Allottee on or before ..... day of ..... 20_____. If the Vendor/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 Vendor/Promoter shall be liable on demand to refund to the Allottee

the amounts already received by them 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 Vendor/Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor/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 theApartment 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.

**7.1 Procedure for taking possession** - The Vendor/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], 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 Vendor/Promoter shall give possession of the [Apartment] to the Allottee. The Vendor/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Vendor/Promoter or association of allottees, as the case may be. The Vendor/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotors to the Allottee intimating that the said Apartment is ready for use and occupancy:

**7.2 Failure of Allottee to take Possession of [Apartment]:** Upon receiving a written intimation from the Vendor/Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Vendor/Promoter by executing necessary indemnities,undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the [Apartment] to 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 as applicable.

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 Vendor/Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the

Vendor/Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/~~office/show-room/shop/godown~~ for carrying on any industry or business.(*strike of which is not applicable) They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers 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/"Association" and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee, so as to enable the Vendor/Promoter to register the common organisation 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 maybe, or any other Competent Authority.

**9.1** The Vendor/Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society," Association" or Limited Company all the right, title and the interest of the Vendor/Lessor/ Original Owner/Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.1.(i) Where a Co-operative Housing Society……., The Promoter shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a company or any other legal entity, within three months from the date or which fifty-one per cent of the total number of allottees in such a building or a wing have booked their apartment..

Rule 9(1)(ii) "Where a Promoter ....., then the Promoter shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed as per clause(i) of Sub-rule (1) of rule 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout

**9.2** The Vendor/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/ Vendor/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

**9.3** Within 15 days after notice in writing is given by the Vendor/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 namely local taxes, 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 Allottee shall pay to the Vendor/Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Vendor/Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Vendor/Promoter shall not carry any interest and remain with the Vendor/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/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Vendor/Promoter to the Society or the Limited Company, as the case may be.

**9.4** That Vendor/Promoter 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, which is duly registered in the Office of the **Sub-Registrar, Nagpur-__ in Book No. ___ at Sr. No. ___ on _____**. 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.

10. The Allottee along with other allottee(s) of Apartment in the building shall join in forming and registering the ~~Society or~~ Association or ~~a Limited Company to~~ be known by such name as the Vendor/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the ~~Societyor~~ Association or ~~Limited Company~~ and for becoming a member, including the bye- laws of the proposed ~~Society~~/"Association" and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee, so as to enable the Vendor/Promoter to register the common organisation 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 maybe, or any other Competent Authority.

The Vendor/Promoter shall, within three months of registration of ~~the Society~~ or Association ~~or Limited Company~~, as aforesaid, cause to be transferred to the ~~society~~, "Association" ~~or Limited Company~~ all the right, title and the interest of the ~~Vendor/Lessor/Original Owner~~/Vendor/Promoter and/or the

owners in the said structure of the Building or wing in which the said Apartment is situated.

~~The Vendor/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/Vendor/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.~~

Within 15 days after notice in writing is given by the Vendor/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 namely local taxes, 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 Allottee shall pay to the Vendor/Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Vendor/Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Vendor/Promoter shall not carry any interest and remain with the Vendor/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/~~assignment of lease~~ being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Vendor/Promoter to the Society or the Limited Company, as the case may be.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Vendor/Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body

(iv) Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs……. For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs____for deposits of electrical receiving and Sub Station provided in Layout

12. The Allottee shall pay to the Vendor/Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Vendor/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.

13. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Vendor/Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of 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 Vendor/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.

14. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER

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

i. The Vendor/Promoter 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;

ii. The Vendor/Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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 Vendor/Promoter have

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 Vendor/Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Vendor/Promoter have 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 Allottee under this Agreement;

viii. The Vendor/Promoter confirms that the Vendor/Promoter are not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

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

x. The Vendor/Promoter have 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;

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 Vendor/Promoter in respect of the project land and/or the Project except those disclosed in the title report.

15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/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 Apartment is situated which may be against the rules, regulations or bye-lawsor change/alter or make addition in or to the building in which the Apartment issituated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. 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 Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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 Vendor/Promoter to the Allottee 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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 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 Vendor/Promoter and/or the Society or the Limited Company.

v. 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.

vi. 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.

vii. Pay to the Vendor/Promoter within fifteen days of demand by the Vendor/Promoter, their shareof 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.

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 is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefitfactor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Vendor/Promoter under this Agreement are fullypaid up.

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 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 BuildingRules, 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 this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Vendor/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 Vendor/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

16. The Vendor/Promoter shall maintain a separate account in respect of sums received by the Vendor/Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. 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 property of the Vendor/Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. VENDOR/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor/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].

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Vendor/Promoter do not create a binding obligation on the part of the Vendor/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 Vendor/Promoter. If the Allottee(s) fails to execute and deliver to the Vendor/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 Vendor/Promoter, then the Vendor/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.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENTAPPLICABLE 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT

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 the Apartments in the Project.

25. 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor/Promoter through its authorized signatory at the Vendors/Promoter's Office, orat some other place, which may be mutually agreed between the Vendor/Promoter and the Allottee, in_____after the Agreement is duly executed by the Allottee and the Vendor/Promoter 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_.

27. The Allottee and/or Vendor/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 Vendor/Promoter will attend such office and admit execution thereof.

28. That all notices to be served on the Allottee and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if

sent to the Allottee or the Vendor/Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____Name of Allottee
_____(Allottee's Address)
Notified Email ID:_____

**SHRI. YASHWANT AJABRAO KHODKE**
Authorised Director
**M/s. NANI'S BUILDCON PRIVATE LIMITED,**
Plot No. J/13, West High Court Road, 8 Rasta Square,
Laxmi Nagar, Nagpur,
Notified Email ID: admin@nanisbuildcon.com

It shall be the duty of the Allottee and the Vendor/Promoter 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 Vendor/Promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Vendor/Promoter to the Allottee 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 Allottees.

30. Stamp Duty and Registration :- The charges towards stamp duty and Registrationof this Agreement shall be borne by the allottee.

31. 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 competent Authority as per the provisions of the Real Estate (Regulationand Development) Act, 2016, Rules and Regulations, there under.

32. GOVERNING LAW

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

## FIRST SCHEDULE ABOVE REFERRED TO

## SCHEDULE – "A"

### Description of the Project land

ALL THOSE Pieces and Parcels of lands bearing Plot Nos. 153 & 154 out of the layout of The Swagat Co-operative Housing Society Limited, Nagpur, containing by admeasurement 704.2930 Sq. Mtrs. and 983.090 Sq. Mtrs. thus total area of 1687.383 Sq. Mtrs. (OR 18162.99 Sq. Ft.) being a portion of the entire land bearing Kh. No. 9 of Mouza – SONEGAON, P.S.K. 44, including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under :-

**PLOT NO. 153**

**ON THE EAST - BY PLOT NO. 152,**

**ON THE WEST - BY 12.00 MTRS. WIDE ROAD,**

**ON THE NORTH - BY PLOT NO. 154,**
**ON THE SOUTH - BY 9.00 MTRS. WIDE ROAD.**

**PLOT NO. 154**

**ON THE EAST - BY PLOT NO. 155,**

**ON THE WEST - BY ROAD,**

**ON THE NORTH - BY 12.00 MTRS. WIDE ROAD,**
**ON THE SOUTH - BY PLOT NO. 153.**

## SCHEDULE – "B"

### Description of the Flat

**Description of the Apartment**

**Name of Project: "VEDANT AQUAMARINE"**

| APARTMENT No. | Floor | Carpet Area (Sq. Mtrs.) | Usable Area incl. Balcony/ Terrace (Sq. Mtrs.) | Undivided share in Land (%) |
|---|---|---|---|---|
| | | | | |

**SECOND SCHEDULE ABOVE REFERRED TO**

Common Areas and Facilities (except for allotted parkings in open space/ground stilt)

- Staircase
- Lobby
- Lift
- Open Spaces on Ground Floor
- Covered Parking on Ground Floor

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.

| SL. NO. | FINGER PRINT (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH | SIGNATURE & FULL NAME |
|---|---|---|---|
| 01 | | | **FOR M/s. NANI'S BUILDCON PRIVATE LIMITED**<br><br>**(YASHWANT AJABRAO KHODKE)**<br>**Authorised Director**<br>**VENDOR / DEVELOPER / PROMOTER** |
| 02 | | | **(_____)**<br>**ALLOTTEE/PURCHASER** |
| **WITNESSES :-** | | | |
| I | | | _____<br>**WITNESS NO. 1** |
| II | | | _____<br>**WITNESS NO. 2** |