AGREEMENTFORSALE

VALUEDATRs._____/-

ASPERGOVT.R.R.VALUEDATRs..._____/-

STAMP DUTY OF Rs. _____/-PAIDHEREWITH,

CITY SURVEY No. 649/3, SHEET No. 360/31,

ITEM No. ._____, RATE ._____/-

MOUZA–HARPUR,TAHSIL&DISTRICT–NAGPUR.

ThisAGREEMENTFORSALEmadeandexecutedatNagpuron This.....day of. ..... intheyearTwoThousandand Twenty Four

BYANDBETWEEN

NIRMALUJJWALCREDITCO-OPERATIVESOCIETY,NAGPUR

(PAN AAAAT6554H)

Havingitsofficeat,NandanvanNagpur-440009, Through its AuthorisedSignatory ,

SHRI / SMT. _____,

(AADHAAR _____, PAN _____)

Age ___,Occupation –Service,

R/o.....,Nagpur-4400...,(Videresolution No._____dtd. _____)

Hereinafter referred to and called the **"PROMOTER"** which term and expression shall, unless inconsistent with the context or contrary to the meaningthereof,alwaysmeanandincludethesaid**PROMOTER**,aswell as it's legal representatives, successors, executors, administrators, liquidators, assigns etc. of the **ONE PART;**

AND

_____

(PAN–_____, AADHAR .....);

MO. _____

Aged about years, Occupation – _____,

R/o. _____

Hereinafter referred to and called the **"ALLOTTEE"** which term and expression shall, unless inconsistent with the context or contrary to the meaningthereof,alwaysmeanandincludethesaid**ALLOTTEE**,aswell as his/her/theirrespective heirs, legal representatives, successors, executors, assigns etc. of the **OTHER PART**.

WHEREAS; the PROMOTER is absolute owner and in possession of ALL THAT Piece and Parcel of Land admeasuring 8.33 Acres (33710.31 Sq.Mtrs) being a portion of the entire land bearing Khasra No. 19, City Survey No. 649/3, Sheet No. 360/31 of Mouza - HARPUR, bearing Municipal Corporation House No. 3011/X, Ward No. 20situatedNearBadaTajBag,UmredRoad,Nagpurwithinthelimitsof the Nagpur Municipal Corporation in Tahsil and District Nagpur. (herein after referred to as "the project land").

ANDWHEREAS; the PROMOTER purchased the said land from VidharbhaWeavers Central Co-Operative Society Ltd. Nagpur, through its official Liquidator Shri Nagnath S/o. ShivappaKanjeri, as per Sale Deed duly registered in the office of Sub Registrar Nagpur-1, bearing Serial/Registration No. 4842/2017 dated 25/07/2017.

ANDWHEREAS;theabovepropertyALLTHATPieceandParcel of Land admeasuring8.33Acres(33710.31Sq.Mtrs) TOGETHERWITH the existing Building and structure standing thereon covering a built up areaof6668.75Sq.MtrsbeingaportionoftheentirelandbearingKhasra No. 19, City Survey No. 649/3, Sheet no. 360/31 of Mouza - HARPUR, bearingMunicipalCorporationHouseNo.3011/X,WardNo.20 situated NearBadaTajBag,UmredRoad,NagpurwithinthelimitsoftheNagpur Municipal Corporation in Tahsil and District Nagpur belonged to VIDARBHAWEAVERCENTRALCO-OPERATIVESOCIETYLIMITED whichindustriallandwasallottedtoitbyCollectorNagpur,videorder

dated 21/10/1995 passed in Transfer Case No. Revenue/Forest/D-6/KV/759/1995, where the erstwhile owners VIDARBHA WEAVER CENTRALCO-OPERATIVESOCIETYLIMITEDmadeconstructionofa structureaftergettingsanctionofbuildingplanfromNagpurImprovement Trust vide Building Permit No. IA/1630/21188 dated 18/03/1997.

AND WHEREAS; the erstwhile owner VIDARBHA WEAVER CENTRAL CO-OPERATIVE SOCIETY LIMITED, being a Co-operative Society went in liquidation and was finally liquidated by Director Handloom, Powerloom and Textile Industries and Additional Registrar Co-Operative Department, Maharashtra State, Nagpur vide his Final order dated 26/02/2002 passed in Case No. HYVV/KA-2(1)/VCW/LIQUIDATION/FINAL ORDER/2002 under section 102 of Maharashtra Co-Operative Societies Act. The said authority vide his order dated 22/04/2015 had appointed Shri. Nagnath S/o ShivappaKanjeriasanOfficialLiquidatorfortheVIDARBHAWEAVERCENTRAL CO-OPERATIVE SOCIETY LIMITED.

AND WHEREAS; in furtherance of the said liquidation process under the Maharashtra Cooperative Societies Act, 1960, the Official Liquidator proceeded with the Sale of Assets of the said society.

ANDWHEREAS;thesaidsocietywiththeintentionofdischarging andcarryingoutitsobjectsfounditexpedienttodisposeofitsimmovable properties comprising of industrial land having area of 8.33 Acres (OR 33710.31Sq.Mtrs.)beingaportionoftheentirelandbearingKh.No.19of Mouza HARPUR, P.S.K. 39A, TOGETHER WITH the existing Building and structure standing thereon covering a built up of 6668.75 Sq. Mtrs. bearingCorporationHouseNo.3011/X,CitySurveyNo.649/3andSheet No.360/31ofMouzaHARPURsituateNearBadaTajBag,UmredRoad, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 20inTahsilandDistrictNagpur.Accordingly,thesaidsocietyintermsof order dated 27 11.2015 passed by Hon'ble High Court of Judicature at Bombay, Bench at Nagpur in the writ Petition No. 629/2007 initiated/published the e-tender notice on 19.8.2015 and 21.8.2015 in variousprominentnewspapersforsalethesaidland/propertyandinvited SealedTendersforthesame.ThelastdateforReceiptoftheETenders alongwiththeSecurityDepositofRs.60,00,000/-(RupeesSixtyLac

only) was dated 5.10.2015 and opening of the Sealed E Tenders was fixed on 5 October, 2015

AND WHEREAS; the Tender Offer of the PROMOTER herein along with that of the other interested persons were received till the aforesaiddate andtenders were openedondated5.10.2015before the Hon'ble Registrar (Judicial) Bombay High Court, Bench at Nagpur, in terms and conditions of the said Tender, the offer of the PROMOTER herein at Rs. 29,51,00,551/- only was found to be the Highest and was forwarded for the Approval of Hon'ble Bombay High Court, Bench at Nagpuron27.11.2015.TheHon'bleHighCourtofJudicatureatBombay, Bench at Nagpur was pleased to confirm and accept the offer of the PROPMOTER hereinas the HighestBidder,and directedto depositthe bid amount before the Hon'ble Court,

AND WHERERAS; the PROMOTER herein as per the order of Hon'bleHighCourtdepositedtheentireSaleconsiderationamountingto Rs. 29,51,00,551/- (Rs. Twenty Nine Crore Fifty One Lac Five Hundred andFiftyoneonly)intheHon'bleBombayHighCourt,BenchatNagpur, subject to/as per the Terms and Conditions of Tender Document.

ANDWHEREAS;inpursuanceofthesaidorderdated27/11/2015 passed by the Hon'ble High Court in theWritPetition No. 629/2007, the VIDARBHAWEAVERCENTRALCO-OPERATIVESOCIETYLIMITED through its Official Liquidator executed Sale Deed relating to the said PropertyinfavouroftthePROMOTERhereinasreferredabove,assuch the PROMOTER herein acquired the said property being the highest bidderforatotalconsiderationofRs.29,51,00,551/-uponthetermsand conditions as mentioned in the Deed of Sale, accordingly the said propertyhasbeenmutatedandrecordedinthenameofPROMOTER in all relevant records including City Survey, NMC, etc.

AND WHEREAS; the PROMOTER, for construction of a multi storedbuilding/s andhousesonthesaid land, got sanctionofabuilding Plan/permitfromNagpurMunicipalCorporation,videbuildingplan/permit No. 152632, permit No. NMO/B/2023/APL/02091dated 05/12/2023 annexed herewith.

AND WHEREAS; the PROMOTER after sanction of building plan/permit, started the construction work of a Multistoried building on the said plot consisting self-contained residential Flats/Apartments for the purpose of allotment and sale to and in Favor of any prospective willingbuyer/s,reservingrightstogetthesaidbuildingplanrevised/ re-revised, if required.

AND WHEREAS; the building/complex to be developed and constructedonthesaidplotistobepopularlyknownas "**TRINITY**".The said complex comprises of multi-storied building/towers each of them comprises of self-contained flats/apartments/shops. As per present sanctioned building plan, there are 11no.s of towers to beconstructedoutofwhich tower T4is from Basement to 27th floor,towersT5&T6are from Basement to 26th floor and tower T7 is from Basement to 25th floor, however,the promoterproposesto getthe buildingplanrevisedsoastoseekpermissionofcompetentauthorityfor construction oftowers T1,T2,T3 from3rd to 27th floor, towers T8,T9 from 3rdto 25th floor and towers T10,T11 from 3rd to 26th floor.

AND WHEREAS; the said building/complex known as "TRINITY" comprising of buildings/wings as shown in the sanctioned building plan issubmittedtotheprovisionsofMaharashtraApartmentsOwnershipAct, 1970, by virtue of Declaration Deed duly registered in the office of the SubRegistrarNagpur–bearingserial/registrationNo./_/202dated _/_/ 202_.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

ANDWHEREASthePromoterisinpossessionoftheprojectland

AND WHEREAS the Promoter has proposed to construct on the project land the number of buildings and wings thereof having Basements,/podiums/stilt and upper floors as shown in the sanctioned buildingplanreservingrightstogetthebuildingplanrevisedorre-revised by constructing many more floors as may be permissible as per applicable building rules and regulations.

AND WHEREAS the Allottee is offered an Apartment bearing Apartment number on the floor, (herein after referred to as thesaid "Apartment") of thetowerin the complex known as **"TRINITY"** (herein after referred to as the said "Building") being constructed on the project land by the Promoter;

AND WHEREAS the Promoter has entered into a standard AgreementwithanArchitectregisteredwiththeCouncilofArchitectsand such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under theprovisionsoftheActwiththeRealEstateRegulatoryAuthorityat _____no_____; authenticated copy is attached in Annexure.

AND WHEREAS the Promoter has appointed a structural Engineerforthepreparationofthestructuraldesignanddrawingsofthe buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of above referred Sale Deed, the 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 enterintoAgreement/swiththeallottee(s)/softheApartmentstoreceive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has giveninspectiontotheAllotteeofallthedocumentsoftitlerelatingtothe project land and the plans, designs and specifications prepared by the Promoter's Architects M/s Design Edge Architects and of such other documents as are specified under the Real Estate (Regulation and Development)Act2016(hereinafterreferredtoas"thesaidAct")andthe Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issuedbytheattorneyatlaworadvocateofthePromoter,authenticated copies of Propertycard or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the

PromotertotheprojectlandonwhichtheApartmentsareconstructedor are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto .

AND WHEREAS the 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 have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed.

ANDWHEREAStthePromoterhasgotsomeoftheapprovalsfrom 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 Buildings.

ANDWHEREASwhilesanctioningthesaidplansconcernedlocal authority and/or Government has laid down certain terms, conditions, stipulationsandrestrictions which are to beobserved andperformed by thePromoterwhiledevelopingtheprojectlandandthesaidbuildingand upon due observance and performance of which only the completion or occupancycertificateinrespectofthesaidbuilding/sshallbegrantedby the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the saidproposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment/Shop No. ..... on .....floor in wing situated in the Complex being constructed in the _____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,excludingtheareacoveredbytheexternalwalls,areasunder servicesshafts,exclusivebalconyappurtenanttothesaidApartmentfor exclusiveuseoftheAllotteeorverandahareaandexclusiveopenterrace areaappurtenanttothesaidApartmentforexclusiveuseoftheAllottee, 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 AllotteehaspaidtothePromoterasumofRs..... (Rupees .....) only, being part payment of the sale consideration of the Apartmentagreedtobesoldbythe PromotertotheAllotteeasadvance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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. ;

ANDWHEREAS,undersection13ofthesaidActthePromoteris required to execute a written Agreementfor sale of said Apartment with the Allottee, 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 Agreementandasmutuallyagreeduponbyandbetweentheparties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/shop).

NOWTHEREFORE,THISAGREEMENTWITNESSETHAND IT IS HEREBY AGREEDBY AND BETWEEN THEPARTIES HERETO AS FOLLOWS:-

1.ThePromotershallconstructthesaidtowersconsistingof

1 basement, ground/stilt, 1 Podium and26 upper floors in tower T4, 25 upper floors in tower T5 & T6 and 24 upper floors in tower T7theprojectlandinaccordancewiththe 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 inwritingoftheAllotteeinrespectofvariationsormodifications which may adversely affect the carpet area, location of the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.However,nosuchconsentorpermissionoftheALLOTEE shall be required for any variations, modifications which shall not affect adversely the carpet area or location of the apartmentchosenbytheALLOTEEorvariableundividedland share corresponding to the said apartment/shop.

1.a(i)TheAllotteeherebyagreestopurchasefromthePromoterand the Promoter hereby agrees to sell to the Allottee Apartment/shopNo.....ofthetype.....ofcarpet areaadmeasuring.....sq. metreson ..... floorin the tower_____ (hereinafter referred to as "the Apartment")asshownintheFloorplanthereofheretoannexed andmarkedAnnexuresfortheconsiderationofRs. .....includingRs. .....beingtheproportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areasandfacilitieswhicharemoreparticularlydescribedinthe Second Schedule annexed herewith. The consideration amount payable by the ALLOTEE as stipulated in this Agreementissettledonlumpsumbasisforthe carpetareaof thesaidapartment/shopasshowninthesanctionbuildingplan irrespectiveofitsareainSq.Ft.orSq.Mtr.Orundividedshare in land.

(ii)The Allottee hereby agrees to purchase from the Promoterand the Promoter herebyagrees to sell to theAllottee parkingno.ssituatedat_____Basementand/orstiltand/or podium being constructed in the layout for theconsideration of Rs. _____/-

1(b)The total aggregate consideration amount for the apartment Including commonly useable covered parking space is thus Rs._____/-

1(c)TheAllotteehaspaidonorbeforeexecutionofthisagreement asumofRs._____(Rupees _____only) as advance payment or application fee and hereby agrees to pay to that Promoter the balanceamountofRs.....(Rupees .....)inthefollowingmanner:-

i. AmountofRs...../-(.....)tobepaidtothePromoteruponthe executionofAgreement.

ii. Amount of Rs...../-(.....) (to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) to be paid to the Promoter upon completion of Podium, stilt floor.

iv. Amount of Rs...../-(.....) to be paid to the Promoter upon completion of _____floor slab.

v. Amount of Rs...../-(.....) to be paid to the Promoter upon completion of _____floor slab.

vi. Amount of Rs...../-(.....) to be paid to the Promoter upon completion of _____floor slab.

vii. Amount of Rs...../-(.....) to be paid to the Promoter upon completion of _____floor slab.

viii. Amount of Rs...../-(.....) to be paid to the Promoter upon completion of _____floor slab.

ix. Amount of Rs...../-(.....) to be paid to the Promoter upon completion of _____floor slab.

x. Amount of Rs...../-(.....) to be paid to the Promoter upon completion of _____floor slab.

xi. Amount of Rs...../-(.....) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

xii. Amount of Rs...../- (.....) (to be paid to the Promoter on completionoftheSanitaryfittings,staircases,lobbiesuptothe floor level of the said Apartment.

xiii. Amount of Rs...../-(.....) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the tower in which the said Apartment is located..

xiv. Amount of Rs...../-(.....) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, plinth protection, paving of areas appertain and all other requirementsasmaybeprescribedintheAgreementofsaleof the building or wing in which the said Apartment is located.

xv. BalanceAmountofRs...../-(.)againstandatthetimeof handingoverofthepossessionoftheApartmenttotheAllottee on or upon receipt of occupancy certificate or completion certificate.

1(d)The Total Price above excludes Taxes consisting of tax paid or payable by thePromoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied,inconnectionwiththeconstructionofandcarryingoutthe Project payable by the Promoter up to the date of handing over thepossession of the Apartment/Shop. The Allotee understand and agree that the consideration amount payable by him/her in terms of this agreement is so settled and accepted by the promotersubjecttopaymentofbalanceconsiderationamountby him/her strictly as per schedule of payment.

1(e) The Total Price is escalation-free, save and except escalations/increases,duetoincreaseonaccountofdevelopment 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. ThePromoterundertakesandagreesthatwhileraisingademand ontheAllotteeforincreaseindevelopmentcharges,cost,orlevies 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 instalments payable by the Allottee by discountingsuchearlypaymentsatsuchrateandforsuchperiod as may be deem fit by the PROMOTER for the period by which the respective instalment has been preponed. The provision for allowingrebateandsuchrateofrebateshallnotbesubjecttoany revision/withdrawal, once grantedtoanAllottee bythe 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, inthecarpetarea,subjecttoavariationcapofthreepercent.The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpetareawithinthedefinedlimitthenPromotershallrefundthe excess money paid by Allottee within forty-five days with annual interestattheratespecifiedintheRules,fromthedatewhensuch anexcessamountwaspaidbytheAllottee.Ifthereisanyincrease in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of thePaymentPlan.Allthesemonetaryadjustmentsshallbemade atthesameratepersquaremeterasagreedinClause1(a)ofthis Agreement.

1(h)The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawfuloutstanding,ifany,inhis/hernameasthePromotermayin its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 ThePromoterherebyagreestoobserve,performandcomplywith alltheterms,conditions,stipulationsandrestrictionsifany,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 Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the projectandhandingoverthe[Apartment/Shop]totheAllotteeand the common areas to the association of the allottees after receivingtheoccupancycertificateorthecompletioncertificateor both,asthecasemaybe.Similarly,theAllotteeshallmaketimely payments of the instalment and other dues payable by him/her andmeetingtheotherobligationsundertheAgreementsubjectto the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3.ThePromoterherebydeclaresthattheFloorSpaceIndex availableasondateinrespectoftheprojectlandis24729.71square meters only and Promoter has planned to utilize Floor Space Index of 33892.84square meters 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 ControlRegulations,whichareapplicabletothesaidProject.The PromoterhasdisclosedtheFloorSpaceIndexof58622.55square meters asproposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment basedontheproposedconstructionandsaleofapartmentstobe carried out by the Promoter by utilizing the proposed FSI and on theunderstandingthatthedeclaredproposedFSIshallbelongto Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing theprojectandhandingoverthe[Apartment/Shop]totheAllottee, thePromoteragreestopaytotheAllottee,whodoesnotintendto withdrawfrom the project, interest asspecified in the Rule, on all theamountspaidbythe Allottee,foreverymonthofdelay, tillthe handingoverofthepossession.TheAllotteeagreestopaytothe Promoter,interestasspecifiedintheRule,onallthedelayed payment which become due and payable by the Allottee to thePromoterunderthetermsofthisAgreementfromthedatethesaid amountispayablebytheallottee(s)tothePromoter,however,the

total delay on the part of ALLOTEE shall not exceed 15-20 days in each installments due.

4.2 Withoutprejudicetotherightofpromotertochargeinterestin terms of sub clause 4.1above, on the Allottee committing default in payment on due date of any amount due and payable by theAllottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority andotheroutgoings)andontheallotteecommittingthreedefaults of payment of instalments, the Promoter shall at his own option, mayterminatethisAgreementandincaseoftermination,amount equal to ____%oftheamountpaidbytheALLOTEEtillthenshall stand forfeited which shall not be objected by the ALLOTEE.

Provided that, Promotershallgive notice offifteen daysin writing totheAllottee,byRegisteredPostADattheaddressprovidedby theallotteeandmailatthee-mailaddressprovidedbythe Allottee, of his intention to terminate this Agreement and ofthe specific breach or breaches of terms and conditions in respect of whichitisintendedtoterminatetheAgreement.IftheAllotteefails torectifythebreachorbreachesmentionedbythePromoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement by issuing termination notice.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustmentandrecoveryofanyagreedliquidateddamagesorany otheramount which maybe payable to Promoter) within a period of thirty days of the termination, the instalments of sale considerationoftheApartmentwhichmaytillthenhavebeenpaid bytheAllotteetothePromoter andPromotershallbefreetoallot the said apartment/shop to any other willing buyers at any terms or price without any claim or objection by the Allotee.

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 be provided by the Promoter in thesaidbuildingasgiveninthespecificationsannexedherewith.

6. ThePromotershallgivepossessionoftheApartment/Shoptothe Allotteeonorbefore.....dayof.....20.Ifthe

Promoter fails or neglects to give possession of the Apartment/ShoptotheAllotteeonaccountofreasonsbeyondhis controlandofhisagentsbytheaforesaiddatethenthePromoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest atthesamerateasmaymentionedintheclause4.1hereinabove from the date the Promoter received the sum till the date the amountsandinterestthereonisrepaid,providedthatthereisno delay on the part of ALLOTEE in making payment of balance consideration amount in terms of this Agreement.
Provided that the Promoter shall be entitled to reasonable extensionoftimeforgivingdeliveryofApartment/Shoponthe aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) war,civilcommotionoractof God;

(ii) anynotice,order,rule,notificationoftheGovernmentand/or other public or competent authority/court.

(iii) duetonon-availabilityofbuildingmaterials,labourersstrike, natural calamities, or any emergencies or other unavoidable circumstances beyond the control of the PROMOTER.

7.1**Procedure for taking possession** - The Promoter, uponobtaining the occupancy certificate from the competent authority andthepaymentmadebytheAllotteeaspertheagreementshall offer in writing the possession of the Apartment/Shop, to the Allottee in terms of this Agreement to be taken within specified time as mentioned in the notice and the Promoter shall give possession of the Apartment/Shop to the Allottee upon receiptof full and final consideration amount, all other cost, expenses, taxes,dues,depositsetc,.andincasethealloteefailsintomaking paymentofanysuchamount,thenthePromotershallnotbeliable to deliver vacant possession of the said apartment to the allotee. The Promoter agreesand undertakes to indemnifythe Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to paythemaintenancecharges,balanceconsiderationamount,

electricity connection charges, water connection charges, GST, deposits and other cost or expenses as determined by the Promoter or association of allottees, as the case may be.

7.2 TheAllotteeshalltakepossessionoftheApartmentwithin15days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Apartment/Shop**: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment/Shop from the Promoter with necessary indemnities, undertakings and suchotherdocumentationas prescribed in this Agreement, and the Promoter shall give possession of the Apartment/shop to the allottee. In case the Allottee fails to take possession within the time provided in clause8.1 such Allottee shall continue to be liable to paymaintenance charges and other dues, taxes etc., as applicable.

7.4 If within a period of five years from the date of handing over the ApartmenttotheALLOTTEES,theALLOTTEESbringstothe noticeofthePROMOTERany structuraldefectcauseddueto workmanship,qualityofbuildingmaterial,intheApartmentorthe building in whichthe Apartment are situatedor any defects onaccountofworkmanship,qualityorprovisionofservice,then, whereverpossiblesuchdefectsshallberectifiedbythe PROMOTERathisowncostandincaseitisnotpossibletorectify such defects, then the ALLOTTEES shall be entitled to receivefromthePROMOTER,compensationforsuchdefectinthema nnerasprovidedundertheActprovided thatsuchdefects are causedduetoanydefaultonthepartofPROMOTERonlybutnot due to any reasons beyond the control of PROMOTER but thePROMOTER shall not be liablefor compensation or consequences of any structural defects caused due to any acts, thingsdonebyoccupantsoranyotherperson/sunauthorizedlyor due to particular kind of soil, weather etc.

7.5 It is also well within the knowledge of the ALLOTTEES that heir cracksin the construction workisa verycommonfeaturecaused duetospecifiedkindofsoilsuchblackcottonetc.,ordueto weather conditions as such the ALLOTTEES understand, agree

that any hair crack in the apartment shall not be treated or considered as any defect and the PROMOTER shall not be held responsible for any such common or regular things.

7.6 It is understoodbythe ALLOTTEES thatthe work of construction isheterogeneousinnaturecomprisingofR.C.C.andBrickswork, therefore,anyshortcominginherenttotheheterogeneousnature ofconstructionlikethoseduetounequalsettlementoffootingare likely to occur and will not be treated as defects. Further it is agreed by the ALLOTTEES that on account of practical constraints there may be some variations on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the ALLOTTEES for such variations.

8. The Allottee shall use the Apartment/Shop or any part thereof or permit the same to be used only for purpose as may be permissible under rules and regulations as well as sanctioned building plan. The residential apartments shall be useable for residentialpurposeandshopsshallbeuseablefornonresidential purpose but no shop shall be used or allowed to be used for any purpose of beer bar, permit room, for Sale of liquor etc.,

9. The Allottee along with other allottee(s)s of Apartments in the building shall join informing and registering the Society or Association oraLimited Companyto be known bysuch name as the 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 byelawsoftheproposedSocietyanddulyfillin,signandreturnto 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 organisation of Allottee. No objection shall betakenbytheAllotteeifany,changesormodificationsaremade in the draft bye-laws, or the Memorandum and/or Articles of Association, asmaybe required bythe Registrarof Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, titleandtheinterestofthePromoterand/ortheownersinthesaid structure of the Building or wing in which the said Apartment is situated subject to such restrictions and reservations as may be deemed fit by the Promoter.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid,causetobetransferredtotheFederation/Apexbodyall the right, title and the interest of the Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed subject to such restrictions and reservations as may be deemed fit by the Promoter.

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, theAllotteeshallbeliabletobearandpaytheproportionateshare (i.e.inproportiontothecarpetareaoftheApartment)ofoutgoings inrespectoftheprojectlandandBuilding/sorwingsnamelylocal 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 incidentaltothemanagementandmaintenanceoftheprojectland 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,theAllotteeshallpaytothe Promotersuchproportionateshare of outgoings as may be determined. The Allottee further agrees thattilltheAllottee'sshareissodeterminedtheAllotteeshallpay totothePromoterprovisionalmonthlycontributionofRs.per monthtowardstheoutgoings.Theamountssopaidbytheallottee to the Promoter shall not carry any interest and remain with the Promoteruntilaconveyance/assignmentofleaseofthestructure of the building or wing is executed in favour of the society or a limited company as aforesaid.On such conveyance/assignment beingexecutedforthestructureofthebuildingorwingthe

aforesaid deposits shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

(i) Rs..... forsharemoney,applicationentrance 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. ..... forproportionateshareoftaxesand 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 _____fordepositsofelectricalreceivingand Sub Station provided in Layout

(v) Rs _____for _____

(vi) Rs _____for _____

(vii) Rs _____for _____

11. TheAllotteeshallpaytothePromoterasumofRs. .....for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of 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 of lease.

12. AtthetimeofregistrationofconveyanceorLeaseofthestructure ofthebuildingorwingofthebuilding,theAllotteeshallpaytothe Promoter, the Allottees' share of stamp duty and registration chargespayable,bythesaidSocietyorLimitedCompanyonsuch conveyanceorleaseoranydocumentorinstrumentoftransferin 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,theAllotteeshallpaytothePromoter,theAllottees'shareof stamp duty and registration charges payable, by the said Apex BodyorFederationonsuchconveyanceorleaseoranydocument orinstrumentoftransferinrespectofthestructureofthesaidland to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONSANDWARRANTIESOFTHEPROMOTER**

ThePromoterherebyrepresentsandwarrantstotheAllotteeas follows:

i. ThePromoterhasclearandmarketabletitlewithrespecttothe 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 Promoter has 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 to the knowledge of promoter 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/wingarevalidandsubsistingandhavebeenobtained by following due process of law. Further, all approvals, licensesandpermitstobeissuedbythecompetentauthorities withrespecttotheProject,projectlandandsaidbuilding/wing shall be obtained by following due process of law and the 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 hasnotcommittedoromittedtoperformanyactorthing,

whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the projectland,includingtheProjectandthesaidApartment/shop whichwill,inanymanner,affecttherightsofAllotteeadversely under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in anymannerwhatsoeverfromsellingthesaidApartment/Shop to the Allotteein themanner contemplated inthis Agreement;

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 subject to such restrictions and reservations as the promoter deems fit.

x. The Promoter has duly paid and shall continue to pay and discharge undisputedgovernmentaldues, 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 which are liable to be payable by the promoter;

xi. No notice from the Government or any other local body or authorityoranylegislativeenactment,governmentordinance, 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 title report.

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

i. To maintain the Apartment at the Allottee's own cost in goodandtenantablerepairandconditionfromthedatethat of possessionoftheApartmentistakenandshallnotdo or suffer to be done anything in or to the building in which theApartmentissituatedwhichmaybeagainsttherules,

regulationsorbye-lawsorchange/alterormakeadditionin ortothebuildinginwhichtheApartmentissituatedandthe Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. NottostoreintheApartment/Shopanygoodswhichareof hazardous, combustible or dangerous nature or are so heavy as to damage theconstruction or structure of the building in which the Apartment is situated or storing of whichgoodsisobjectedtobytheconcernedlocalorother authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases,commonpassagesoranyotherstructureofthe building in which the Apartment is situated, including entrancesofthebuildinginwhichtheApartmentissituated andincaseanydamageiscausedtothebuildinginwhich the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allotteeshallbeliablefortheconsequencesofthebreach.

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 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,theAllotteeshallberesponsibleandliableforthe 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 anyaddition oralteration of whatevernaturein or to theApartmentoranypart thereof,noranyalterationinthe elevationandoutsidecolourschemeofthebuildingin

whichtheApartmentissituatedandshallkeeptheportion, 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 mannercausedamagetocolumns,beams,walls,slabsor RCC,PardisorotherstructuralmembersintheApartment withoutthepriorwrittenpermissionofthePromoterand/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. Nottothrowdirt,rubbish,rags,garbageorotherrefuseor 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 Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricityoranyotherserviceconnectiontothebuildingin which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insuranceandsuchotherlevies,ifany,whichareimposed bytheconcernedlocalauthorityand/orGovernmentand/or other public authority, on account of changeof 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 withinterestorbenefitfactorofthisAgreementorpartwith the possession of the Apartment until all the duespayable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or ApexBodyorFederationmayadoptatitsinceptionandthe additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other publicbodies.TheAllotteeshallalsoobserveandperform 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 punctuallytowardsthetaxes,expensesorotherout-goings in accordance with he 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 Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into anduponthesaidbuildingsoranyparttherеoftoviewand examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in whichApartmentissituatedisexecutedinfavourofApexBody or Federation,the Allottee shall permit thePromoter andtheir surveyorsandagents,withorwithoutworkmenandothers,at allreasonabletimes,toenterintoanduponthеprojectlandor any part thereof to view and examine the state and condition thereof.

a. TheALLOTTEEhasverifiedandinspectedalltherelevant deeds and documents as to right, title and authority of the PROMOTER and alsothe specifications, design, plan etc. respecting the said property. He also has personally seen and verified the spot and site. The ALLOTTEE is fully satisfied with the right, title and authority ofPROMOTER

aswellasthecondition,type,userandspecificationsofthe said property and facilities in the said complex and after beingsosatisfied,theALLOTTEEhasagreedtopurchase it. A copy of each and every documents including the specifications, design, plan, and also a draft of proposed sale deed has been furnished and handed over to the ALLOTTEE and he acknowledge the same. Hereinafter, it shallnotbeopenfortheALLOTTEEtoquestiontherights, title and/or authority of the PROMOTER before any forum or to make any claim in respect thereof, nor shall ALLOTTEE make any claim, complaint or objection as to the user, situation, construction work of the said property or respecting to any facilities or amenities thereof.

b. The leakage of bathroom,W.C., kitchen etc., if any, in the said Apartment, which may cause nuisance to the other owners/occupants,shallbegotrepairedbytheALLOTTEE at his own cost at earliest. Similarly, the ALLOTTEE shall allow access to his apartment to the PROMOTER or any owner/occupant of any other apartment/s in the said complex, for the purpose of any repairing work etc.
c. The ALLOTTEE, after conveyance, shall hold the undivided variable proportionate share in land jointly with otherownersandshallneverclaimthedivisionorpartition of the same, nor shall the PROMOTER be liable for it.
d. The ALLOTTEE understand that the PROMOTER shall engage and appoint it's own engineers, architects and other experts for the purpose of completion of work of the saidbuildingandcompletethebuildingunderhisexclusive supervision and control to which the ALLOTTEE shall not object or raise any objection or otherwise interfere in any mannerwhatsoever,however,theALLOTTEEshallbefree &entitledtovisitthespot&verifytheworkfromtimetotime at any reasonable working hours.
e. It is well within the knowledge of the ALLOTTEE that providing electricity connection shall not be the liability or responsibilityof the PROMOTER,however, at the request oftheprospectivebuyer/sincludingtheALLOTTEE,the

PROMOTER may secure electricity connection for each Apartmentandcommonwaterconnectionprovidedthatall the buyer/s including the ALLOTTEE pay, without any delayoravoidanceforanyreasonswhatsoever,suchsums on account transformer, providing room for that purpose, loadancillarycharges,SLCcharges,depositsandallother expenses etc. separately as may be determined and demanded by the PROMOTER and/or concerned authorities.

f. The ALLOTTEE understand and agree that he shall be liableandresponsibletobearandpaywithoutanydelayor avoidance for any reasons whatsoever, maintenance charges, any sums forproviding any facilities or amenities in the said building or on account of any other expenses including fine, dues, charges on any account as it may be determined and demanded by the PROMOTER or any other concerned authorities.

g. The ALLOTTEE shall not erect any superstructure either temporaryorpermanentupontheavailableopenspaceor on the top/terrace of the said building or to make any alterations,modificationsorchangestothesaidApartment which may damage the structural frame work of the entire buildingorcomplexorinanymannerimpairthebuildingor complexasawholeorpartorchangetheexistingelevation thereof in any manner whatsoever. The ALLOTTEE understand, agree and confirm that the specifications, facilities and amenities in the said building are as per his wishes and desires to his full satisfaction in all respects. The ALLOTTEE shall always abide by the building regulations of the Nagpur Municipal Corporation, Nagpur Improvement Trust, Nagpur, and/or any other concerned authority.

h. ThePROMOTERshallbefreeandatlibertytocarryonthe further construction work of the said building to which the ALLOTTEE shall not interfere or obstruct. The PROMOTER shall be free to change/revise/re-revise the existingbuildingplanordesignincludingamalgamation,

division or clubbing of any Apartment/s, land for any reasonstowhichtheALLOTTEEshallhavenoobjectionor claimofanysortandtheALLOTTEEshallbeliabletosign or execute anydeed or document orplan ordesign asthe PROMOTERmaydesire.However,thePROMOTERshall not make any such change/revision/re-revision so as to minimize the carpet up area of Apartment here by agreed tobeallottedandsold.ThePROMOTERfurtherwillbefree and at liberty to utilize and use the common walls, roof/terrace for further construction work to which the ALLOTTEEshallhavenoobjectionandshallbeliableand responsibletoallowthePROMOTERtohaveaccessinthe said Apartment for any purpose or to make arrangements for electricity supply, water supply, staircase or any other purpose through or under the walls or roof of said Apartment by making required arrangements therein.

i. The PROMOTER shall be free and at liberty to consume the full F.S.I. or land presently available and also which maybemadeavailableunderanyschemebyconstructing manyapartmentsetc.ortodisposeofftheF.S.I.orlandto anypersonorpersonsofitschoiceortoenjoythebenefits of T.D.R. scheme or any other scheme. The ALLOTTEE hereby undertake, agree and understand that in case of any increase in the F.S.I. or use of land by the PROMOTER, the undivided variable proportionate share and interest in the said piece of land of the ALLOTTEE, shallstandreducedinaccordancewiththeincreasein F.S.I.or useof theland.

j. The ALLOTTEE know and agree that the PROMOTER shallhavearighttoallowdisplayHoardings/Neon-signson thetopterraceofthecomplexforadvertisementoruseany portion of terrace for installation of any machinery, equipment's for telecommunication, ATM, mobile phone services etc. after obtaining required clearances and permissions, to which the ALLOTTEE shall have no objection for such display. The adjoining/connected open spaceasbalcony,ifany,withanyparticularflat/apartment

having direct access to that adjoining/connected space shallbeexclusivelyusableopenbalconybytheapartment owners to which the balconyis connected/adjoining.

k. The ALLOTTEE understand and agree that the subject to reservationofopenspace/terrace,oranyreservationmade otherwise by the PROMOTER, the staircase/s, stairways, lift,passages,land,maingates,pumpwithelectricalmotor and all other equipments, machinery, assets facilities etc. for common use are and shall always be the commonly hold and used properties for the use and beneficial enjoyment of all the owners/occupants in the said building including the ALLOTTEE subject to further reservations if any, made by the PROMOTER and no owner/occupant of anyApartmentincludingtheALLOTTEEshallbeentitledto theexclusiveuseofanypartorportionofthesameandno person including the ALLOTTEE shall be entitled to the personalexclusiveuseorenjoymentofanyparticularland, machinery, lift, equipments, assets, machinery etc. which is for common use or enjoyment for the benefit of all the owner/s of the said building.

l. The ALLOTTEE understand and agree that besides the reservation of open space/terrace, the PROMOTER shall be free and at liberty to allow any particular Apartment ALLOTTEE to use the open space or the terrace to which theALLOTTEEshallhavenoobjectionorclaimofanykind whatsoever.

m. During the subsistence of this agreement, the ALLOTTEE shall not be entitled to transfer his any rights or interest in the said propertyor to otherwise alienate with the same in anymannerwhatsoeverwithoutpriorwrittenpermissionof thePROMOTERforwhichthePROMOTERreservesrights andmayallowsubjecttotransferfeeandsuchotherterms as may be deemed fit and agree to execute the sale deed in the name of any nominee/s of the ALLOTTEE as the ALLOTTEE may request.

n. The ALLOTTEE know and agree that in case any extra workasperstatutoryrequirementsorformoresafetyofthe

building or for making the complex luxurious and beautiful is required to be done, the expenses as may be incurred, therefore,shallbeborneproportionatelybytheALLOTTEE alongwiththeother ALLOTTEE inthesaidcomplexandif any extra construction amenities or facilities are required and demanded by any particular ALLOTTEE for his own premises, other than that as provided under this agreement,thecostthereofshallbeborneandpaidbythe ALLOTTEE individually in addition to the consideration agreed as above.

o. The ALLOTTEE understand and agree that all required deeds and documents shall be got prepared by the PROMOTER to which the ALLOTTEE shall have no objection. However, all kinds of expenses for the purpose ofexecutionandregistrationofsaledeedorotherdeedsor documentsshallbebornandpaidbythe ALLOTTEE.The ALLOTTEE further understand, agree and undertake that the PROMOTER shall be fully entitled, free & at liberty to incorporate in the sale deed such other terms, restrictions or conditions as may be deemed fit or proper, but not includedinthisagreement,toregulatetheuse&enjoyment ofthecommonrights,facilities,amenitiesetc.,towhichthe ALLOTTEE shall have no claims or objection and agree upon any such conditions.

p. The ALLOTTEE understand that this sale transaction and consideration amount as mentioned in this agreement is relating to carpet area of the Apartment under sale but no consideration amount is received for any other area and the other annexed areas mentioned are only for the purposeofcalculationofrightsincommonareas,services, etc., which includes internal dimensions of all rooms, kitchen, drawing, dining, bath, W.C., internal passages, exclusivespace,balconyarea,parkingaswellas sharein commonareas,services,undividedlandshareetc.andthe considerationamountissettledforwholeApartmentunder saleconsideringthecarpetarea andhasbeentakentobe correctlydescribedintheScheduleshereunderwrittenand

ifanymisstatement,differenceerrorororomissionin thearea shall be discovered, the same shall not annual this transaction, nor shall any compensation be allowed in respect thereof to any party in case of decrease or increase, but all such error or omission will always be subject to necessary correction by the parties hereto. The Alloteeunderstandandagreethattheundividedlandshare asmentionedinthisagreementmayvarywithconstruction ofmanymoreapartmentsbythepromoterand incasethe undivided land share corresponding to the said apartment/shop is decreased that shall notbeobjected by the ALLOTEE and ALLOTEE shall not make any claim/demand with respect to the same.

q. The ALLOTTEE understand and agree that the PROMOTER shall not be liable or responsible to bear or payanycharges,expensesrelatingtothesaletransaction with the ALLOTTEE on any account what so ever and in case the PROMOTER is required tobearorpayanycharges or expenses due to any legal requirement or other compulsions,theALLOTTEEshallindemnify,compensate and reimburse the PROMOTER against any or all such charges, expenses etc.

r. TheALLOTTEEunderstand&agreethatuponhisspecific undertaking and agreeing to comply with all terms & conditions of this agreement the PROMOTER has agreed to allot/sell the Apartment in favor of the ALLOTTEE otherwise, the PROMOTER would have not entered this agreement.

s. The Allotee understand and agree the deviations and variationsinthetermsofthisagreementasreflectinginthe format of agreement as available on RERA portal and as mentioned in this agreement. The allotee undertake and agree that the terms and conditions as mentioned in this agreement or according to the terms and condition as settled between the parties hereto and allotee shall not makeanyclaim orobjection pertainingtothosedeviations and variations in terms of agreement.

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 share capital for the promotionoftheCo-operativeSocietyorassociationorCompany or towards the out goings, legal charges and shall utilize the amountsonlyforthepurposesforwhichtheyhavebeenreceived.

16. NothingcontainedinthisAgreementisintendedtobenorshallbe construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. TheAllotteeshallhavenoclaimsaveandexceptinrespectofthe Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, willremain the propertyof the Promoteruntilthe said structureof thebuildingistransferredtotheSociety/LimitedCompanyorother bodyanduntiltheprojectlandistransferredtotheApexBody /Federationashereinbeforementioned.

17. **COMMON AREAS AND FACILITIES FORAPARTMENTS OFTHEBUILDING/S ONTHE ABOVE SAID PLOT OF LAND**

i. ThepieceandparceloflanddescribedinscheduleAshall becommonlyownedpropertyofalltheownerseachhaving undivided share as per Deed of Declaration or modified/corrected Deed of Declaration.

ii. The Ground floor/Basement floor, excluding the meter room,generatorroom,otherstructuresetc.,ifany,ismeant for common covered parking for all residential apartment/flatowners,however,thePromotershallbefree and at liberty to make suitable arrangement of parking spacebyallotting specificparkingarea to each of the said apartment/flat. The covered parking provided in or for any particularbuilding/wingthatshallbecommonlyuseableby all the residential flat/apartment owners of that particular building/wing only. The use of parking shall be subject to availability of parking space at the relevant time but there shall be no allotted or reserved parking for any apartment owner.

iii. Plumbing,Sanitationnetworkthroughoutthebuilding/s except in the individual apartment.

iv. Electric, Water network and other supplies throughout the building except in the individual apartment.

iv. Foundations,mainwalls,columns,beamsetc.

v. Sanitarynetwork,sewageetc.throughoutthebuilding except in the individual apartment.

vi. Staircase,lifts &fireLiftcommonforall.

vii. Sump,Pump,electriclightsallaroundthebuilding.

viii. Open Space shall be commonly useable by all the apartment owners.

ix. In general, all apparatus and installations existing for common use except restricted area use.

x. Bore-well, Tanks, motor pump, main walls, columns, beams, roofs of the building as shown in the building plan shall be common for all apartment/flat owner/s.

xi. The Promoter reserves rights to club/combine any one or more apartments or divide any apartment in to several apartments, accordingly, the undivided share shall be worked out.

xii. The Promoter shall be free to share any facilities, areas, spaces,amenitiesetc.betweenanyadjoiningbuilding/sas it may be deemed fit at any time by the Promoter which shall not be objected by any flat/apartment owners.

xiii.

xiv. _____

xv. _____

(B) <u>RESTRICTED USEANDFACILITIESFOR APARTMENTSOF THE BUILDINGONTHE ABOVE SAID PLOT OF LAND</u>

i) The promoter will have exclusive use and rights to use terrace above Top floor (As per Sanctioned Plan) to be usedasTerraceorotherwiseasperthe requirementofthe promoter.Nootherownerintheprojectwillhaveanyrights, interest or any concern over the same and will not object over the activities and use of terrace above Top floor

MULTI STATE

ii) No apartment/shop owner shall have any claim, rights or interest in the PU land of the said project land but it shall remain in the exclusive entitlement of the Promoter with libertyto use orallowed to be use foranypurpose asmay be permissible as per rules and regulations and promoter shall be exclusively entitled to receive all beneficial enjoyment of it.

iii) i

v)

v)

18. **PROMOTERSHALLNOTMORTGAGEORCREATEACHARGE**

AfterthePromoterexecutesthisAgreementheshallnotmortgageor create a charge on the *[Apartment/] and if any such mortgage or chargeismadeorcreatedthennotwithstandinganythingcontainedin 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/Shop, however in case the Promoter avails any loan facility or financial assistance from any bank of financial institution for the said project or for any other purpose then the Promoter shall get the said apartment/shop released before effecting final conveyance of the said apartment/ shop in favor of the allotee.

19. **BINDINGEFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not createabindingobligationonthepartofthePromoterortheAllottee until,firstly,theAllotteesignsanddeliversthisAgreementwithallthe schedulesalongwiththepaymentsdueasstipulatedinthePayment Planwithin30(thirty)daysfromthedateofreceiptbytheAllotteeand secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s)failstoexecuteanddelivertothePromoterthisAgreement within30(thirty)daysfromthedateofitsreceiptbytheAllotteeand/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)daysfromthedateofitsreceiptbytheAllottee,applicationof the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shallbereturnedtotheAllotteewithoutanyinterestorcompensation whatsoever. However, subject to deduction of such amount as may be reasonably deemed fit by the Promoter.

20. **ENTIRE AGREEMENT**

ThisAgreement,alongwithitsschedulesandannexures,constitutes theentireAgreementbetweenthePartieswithrespecttothesubject matterhereofandsupersedesanyandallunderstandings,anyother 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.

21. **RIGHTTO AMEND**

ThisAgreementmayonlybeamendedthroughwrittenconsentof the Parties.

22. **PROVISIONSOFTHISAGREEMENTAPPLICABLETO 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 equallybe applicable to and enforceable against any subsequent Allottees of the Apartment/Shop,incaseofatransfer,asthesaidobligationsgoalong with the Apartment/Shop 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonablyinconsistentwiththepurposeofthisAgreementandtothe extentnecessarytoconformtoActortheRulesandRegulationsmade thereunderortheapplicablelaw,asthecasemaybe,andthe

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 \ WHEREVER REFERRED 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 sameshallbeinproportiontothecarpetareaoftheApartment/Shop to the total carpet area of all the Apartment/Shop in the Project.

25. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver totheothersuchinstrumentsandtakesuchotheractions,inadditions totheinstrumentsandactionsspecificallyprovidedforherein,asmay be reasonably required in order to effectuate the provisions of this Agreementorofanytransactioncontemplatedhereinortoconfirmor perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACEOFEXECUTION**

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 agreedbetweenthePromoterandtheAllottee,inaftertheAgreement is duly executed by the Allottee and the Promoter or simultaneously withtheexecutionthesaidAgreementshallberegisteredattheoffice oftheSub-Registrar.HencethisAgreementshallbedeemedtohave been executed at.

26. TheAllotteeand/orPromotershallpresentthisAgreementaswellas theconveyance/assignmentofleaseattheproperregistrationoffice ofregistrationwithinthetimelimitprescribedbytheRegistrationAct andthePromoterwillattendsuchofficeandadmitexecutionthereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated bythis Agreement shall bedeemedto have beenduly servedifsenttotheAllotteeorthePromoterbyRegistered PostA.D

and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee'sAddress)

NotifiedEmailID:_____

M/sPromotername

(PromoterAddress)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other ofanychangeinaddresssubsequenttotheexecutionofthisAgreement 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 promoter or the Allottee, as the case may be.

28. **JOINTALLOTTEES**

ThatincasethereareJointAllotteesallcommunicationsshallbesentby thePromotertotheAllotteewhosenameappearsfirstandattheaddress given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. **StampDutyandRegistration**:-Thechargestowardsstampduty and Registration

of thisAgreementshallbebornebytheallottee.

30. **DisputeResolution**:-Anydisputebetweenpartiesshallbesettled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____Authorityasperttheprovisionsof the Real Estate (Regulation andDevelopment) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNINGLAW**

That the rights and obligations of the parties under or arising out of this Agreementshallbeconstruedandenforcedinaccordancewiththelaws of India for the time being in force and the Nagpur courts will have the jurisdiction for this Agreement.

SCHEDULE'A'

ALL THAT Piece and Parcel of Industrial Land admeasuring 8.33 Acres (33710.31Sq.Mtrs)beingaportionoftheentirelandbearingKhasraNo. 19, City Survey No. 649/3, Sheet no. 360/31 of Mouza – HARPUR, bearingMunicipalCorporationHouseNo.3011/X,WardNo.20 situated NearBadaTajBagh,UmredRoad.NagpurwithinthelimitsoftheNagpur Municipal Corporation in Tahsil and District Nagpur

Thesaidpropertyisboundedasunder– TO

THE EAST:ROAD

TOTHEWEST:LANDOFNIRMALUJJWALCREDITCOOPERATIVESOCIETYLTD, NAGPUR(MULTI-STATE)

TO THE NORTH: LANDOFNIRMALUJJWALCREDITCOOPERATIVESOCIETYLTD, NAGPUR(MULTI-STATE)

THE SOUTH : LANDOFNAGPURVINKARSAHKARI SUTGIRANINAGPUR

SCHEDULE'B'

ALLTHATR.C.C.SUPERSTRUCTUREconsistingApartmentNo. containing by admeasurements Carpet approx. _____Sq.m. at _____Flooroftheбuilding/winginthecomplexknownas **"TRINITY"** on the piece and parcel of land as described in the above Schedule 'A', with rights to hold appropriate % undivided variable proportionate share and interest in the said piece and parcel of land.

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

SIGNEDANDDELIVEREDBYTHEWITHIN NAMED

PROMOTER:**NIRMALUJJWALCREDITCO-OPERATIVESOCIETYLTD,**

NAGPUR(MULTI-STATE)

ThroughitsVicePresident,

SHRI.VITTHALRAO M. GAWANDE

SIGNEDANDDELIVEREDBYTHEWITHIN NAMED

General Manager

NANDA D. BANTE

SIGNEDANDDELIVEREDBYTHEWITHIN NAMED

ALLOTTEE: _____

inthepresenceofWITNESSES:

1. _____

2. _____