NUCC
NIRMAL UJJWAL CREDIT CO-OPERATIVE SOCIETY LTD., NAGPUR (MULTI-STATE)
निर्मल उज्वल
क्रेडीट को-ऑप. सोसायटी लि., नागपूर (मल्टीस्टेट)
NUCC ESTD. 1989
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DEVIATION IN AGREEMENT TO SELL

As Per format provided by RERA	Deviation Done by Promoter	Remarks
By And Between Name :..... Age about ....,..... years, occupation: ..... Residing at..... PAN .....-.....	**BY AND BETWEEN** **NIRMAL UJJWAL CREDIT CO-OPERATIVE SOCIETY, NAGPUR** **(PAN AAAAT6554H)** Having its office at, Nandanvan Nagpur-440009, Through its Authorised Signatory , **SHRI / SMT. _____,** **(AADHAAR _____, PAN _____)** **Age ___, Occupation – Service,** R/o....., Nagpur-4400...,	**Added Details of promoter in Page no. 1**
AND WHEREAS by virtue of above referred the development agreement/power of attorney, 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 enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;	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 enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;	**Replaced** development agreement/power of attorney with Sale Deed

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) **and the garage/covered parking(if applicable)**	In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/shop).	Deleted highlighted line
1.The Promoter shall construct the said building/s consisting of ..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.	The Promoter shall construct the said building/s consisting of 1 basement, ground/ stilt, 1 Podium and 26 upper floors in tower T4, 25 upper floors in tower T5 & T6 and 24 upper floors in tower T7 the project land in accordance with the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the 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, no such consent or permission of the ALLOTEE shall be required for any variations, modifications which shall not affect adversely the carpet area or location of the apartment chosen by the ALLOTEE or variable undivided land share corresponding to the said apartment/shop.**	Added the lines highlighted in bold
1(a) i. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building_____/wing (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	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/shop No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building_____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures 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 described in the Second Schedule annexed herewith. **The consideration amount payable by the ALLOTEE as stipulated in this Agreement is settled on lumpsum basis for the carpet area of the said apartment/shop as shown in the sanction building plan**	Added the lines highlighted in bold

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 described in 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).	**irrespective of its area in Sq. Ft. or Sq. Mtr. Or undivided share in land**	
1a (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. _____/-	1a (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotteeparking no.s situated at ___ Basement and/or stilt and /orpodium 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 (b) The total aggregate consideration amount for the apartment Including commonly useable covered parking space is thus Rs._____/-, **however it is excluding electricity connection charges, water connection charges, maintenance, GST and other contributory charges.**	Added highlighted lines.
1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].	1(d) The Total Price above excludes Taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, **GST** and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment/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 promoter subject to payment of balance consideration amount by him/her strictly as per schedule of payment.**	Added highlighted lines.
1(f) The 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 instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.	1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments **at such rate and for such period as may be deem fit by the PROMOTER** for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.	Added highlighted line

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the saidamount is payable by the allottee(s) to the Promoter.	4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Shop] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter, **however, the total delay on the part of ALLOTEE shall not exceed 15-20 days in each installments due.**	Added highlighted line.
6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.	6. The Promoter shall give possession of the Apartment/Shop to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment/Shop to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, **provided that there is no 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 extension of time for giving delivery of Apartment/Shop on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.	Added highlighted line.

7.1 Procedure for taking possession - The 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/Plot], to the Allottee in terms of this Agreement to be taken within 3(three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.	**7.1 Procedure for taking possession** - The 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/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 receipt of full and final consideration amount, all other cost, expenses, taxes, dues, deposits etc,. and in case the allotee fails into making payment of any such amount, then the Promoter shall not be liable to deliver vacant possession of the said apartment to the allotee**. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges, balance consideration amount, 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.**	Added highlighted line.
7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] 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.	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 such other documentation as 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 clause 8.1 such Allottee shall continue to be liable to pay maintenance charges and **other dues, taxes etc., as applicable.**	Added highlighted line
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	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 residential purpose and shops shall be	

carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.	useable for non residential 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.,	
9.1 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, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.	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, title and the interest of the Promoter and/or the owners in the said 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.**	Added highlighted lines
9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.	9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the 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.**	Added highlighted lines
13(ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees; (x)The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;	13 (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 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 which are liable to be payable by the promoter;	

14 (ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit fact or of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up	14. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit fact or of this Agreement or part with the possession of the Apartment until all the dues payable by the Allotteeto the Promoter under this Agreement are fully paid up. **After registration of Sale Deed, the ALLOTEE shall have to obtain prior permission or NOC of the promoter for further transfer of the said premises in favour of subsequent purchaser or transferee by way of sale or otherwise and pay such transfer fee or charges as may be determined by the promoter, however, it shall be the sole discretion of the promoter to grant or refuse any such permission without assigning any reasons which shall not be objected by the Allottee.**	Added highlighted line
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Shop,	. 18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/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.**	Added highlighted line
31 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 _____ courts will have the jurisdiction for this Agreement.	31 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, **however, not with standing clause no. 30 above, in the event of any disputes, differences between and among the parties hereto, as to the interpretation of this Deed or their rights and liability there under or any matter whatsoever touching upon, the present transaction, shall be submitted for arbitration and shall be settled by arbitration and the provisions of the Indian Arbitration or Conciliation Act, 1966 shall in that behalf shall apply and the award passed by sole arbitrator shall be binding & applicable to the parties hereto.**	Added highlighted line

ADDITIONAL CLAUSE

7.4 If within a period of five years from the date of handing over the Apartment to the ALLOTTEES, the ALLOTTEES brings to the notice of the PROMOTER any structural defect caused due to workmanship, quality of building material, in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEES shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act provided that such defects are caused due to any default on the part of PROMOTER only but not due to any reasons beyond the control of PROMOTER but the PROMOTER shall not be liable for compensation or consequences of any structural defects caused due to any acts, things done by occupants or any other person/s unauthorizedly or due to particular kind of soil, weather etc.

7.5 It is also well within the knowledge of the ALLOTTEES that heir cracks in the construction work is a very common feature caused due to specified kind of soil such black cotton etc., or due to 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 understood by the ALLOTTEES that the work of construction is heterogeneous in nature comprising of R.C.C. and Bricks work, therefore, any short coming inherent to the heterogeneous nature of construction like those due to unequal settlement of footing are 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.

a) 14(xii) The ALLOTTEE has verified and inspected all the relevant deeds and documents as to right, title and authority of the PROMOTER and also the 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 of PROMOTER as well as the condition, type, user and specifications of the said property and facilities in the said complex and after being so satisfied, the ALLOTTEE has agreed to purchase 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 shall not be open for the ALLOTTEE to question the rights, 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, shall be got repaired by the ALLOTTEE 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 other owners and shall never claim the division or partition 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 said building and complete the building under his exclusive supervision and control to which the ALLOTTEE shall not object or raise any objection or otherwise interfere in any manner whatsoever, however, the ALLOTTEE shall be free & entitled to visit the spot & verify the work from time to time 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 responsibility of the PROMOTER, however, at the request of the prospective buyer/s including the ALLOTTEE, the PROMOTER may secure electricity connection for each Apartment and common water connection provided that all the buyer/s including the ALLOTTEE pay, without any delay or avoidance for any reasons whatsoever, such sums on account transformer, providing room for that purpose, load ancillary charges, SLC charges, deposits and all other 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 liable and responsible to bear and pay without any delay or avoidance for any reasons whatsoever, maintenance charges, any sums for providing 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 temporary or permanent upon the available open space or on the top/terrace of the said building or to make any alterations, modifications or changes to the said Apartment which may damage the structural frame work of the entire building or complex or in any manner impair the building or complex as a whole or part or change the existing elevation 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) The PROMOTER shall be free and at liberty to carry on the 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 existing building plan or design including amalgamation, division or clubbing of any Apartment/s, land for any reasons to which the ALLOTTEE shall have no objection or claim of any sort and the ALLOTTEE shall be liable to sign or execute any deed or document or plan or design as the PROMOTER may desire. However, the PROMOTER shall not make any such change/revision/re-revision so as to minimize the carpet up area of Apartment here by agreed to be allotted and sold. The PROMOTER further will be free and at liberty to utilize and use the common walls, roof/terrace for further construction work to which the ALLOTTEE shall have no objection and shall be liable and responsible to allow the PROMOTER to have access in the 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 may be made available under any scheme by constructing many apartments etc. or to dispose off the F.S.I. or land to any person or persons of its choice or to enjoy the benefits 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, shall stand reduced in accordance with the increase in F.S.I. or use of the land.

j) The ALLOTTEE know and agree that the PROMOTER shall have a right to allow display Hoardings/Neon-signs on the top terrace of the complex for advertisement or use any 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 space as balcony, if any, with any particular flat/apartment having direct access to that adjoining/connected space shall be exclusively usable open balcony by the apartment owners to which the balcony is connected/adjoining.

k) The ALLOTTEE understand and agree that the subject to reservation of open space/terrace, or any reservation made otherwise by the PROMOTER, the staircase/s, stairways, lift, passages, land, main gates, pump with electrical motor 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 any Apartment including the ALLOTTEE shall be entitled to the exclusive use of any part or portion of the same and no person including the ALLOTTEE shall be entitled to the personal exclusive use or enjoyment of any particular land, 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 the ALLOTTEE shall have no objection or claim of any kind whatsoever.

m) During the subsistence of this agreement, the ALLOTTEE shall not be entitled to transfer his any rights or interest in the said property or to otherwise alienate with the same in any manner whatsoever without prior written permission of the PROMOTER for which the PROMOTER reserves rights and may allow subject to transfer fee and such other terms 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 work as per statutory requirements or for more safety of the building or for making the complex luxurious and beautiful is required to be done, the expenses as may be incurred, therefore, shall be borne proportionately by the ALLOTTEE along with the other ALLOTTEE in the said complex and if 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, the cost thereof shall be borne and paid by the 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 of execution and registration of sale deed or other deeds or documents shall be born and paid by the 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 included in this agreement, to regulate the use & enjoyment of the common rights, facilities, amenities etc., to which the 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 isrelating to carpet area of the Apartment under sale but no consideration amount is received for any other area andthe other annexedareasmentioned areonly for the purpose of calculation of rights in common areas, services, etc., which includes internal dimensions of all rooms, kitchen, drawing, dining, bath, W.C., internal passages, exclusive space, balcony area, parking as well as share in common areas,services, undivided land share etc. and the consideration amount is settled for whole Apartment under sale considering the carpet areaandhas been taken to be correctly described in the Schedules hereunder written and if any misstatement, difference error or omission in the area 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 allsuch error or omission will always be subject to necessary correction by the parties hereto. The Allotee understand and agree that the undivided land share as mentioned in this agreement may vary with construction of many more apartments by the promoter and

in case the undivided land share corresponding to the said apartment/shop is decreased that shall not be objected 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 pay any charges, expenses relating to the sale transaction with the ALLOTTEE on any account what so ever and in case the ALLOTTEE is required to bear or pay any charges or expenses due to any legal requirement or other compulsions, the ALLOTTEE shall indemnify, compensate and reimburse the PROMOTER against any or all such charges, expenses etc.

r) The ALLOTTEE understand & agree that upon his specific undertaking and agreeing to comply with all terms & conditions of this agreement the PROMOTER has agreed to allot/sell the Apartment in favour of the ALLOTTEE otherwise, the PROMOTER would have not entered this agreement.

s) The Allotee understand and agree that the work of Apartment shall be completed by Promoter timely unless its stopped or delayed due to non-availability of building materials, labourers strike, natural calamities, or any emergencies or other unavoidable circumstances beyond the control of the PROMOTER.

t) The Allotee understand and agree the deviations and variations in the terms of this agreement as reflecting in the format of agreement as available on RERA portal and as mentioned in this agreement. The alotee 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 make any claim or objection pertaining to those deviations and variations in terms of agreement.

COMMON AREAS AND FACILITIES FOR APARTMENTS OF THE BUILDING/S ON THE ABOVE SAID PLOT OF LAND

i. The piece and parcel of land described in schedule A shall be commonlyowned property of all the owners each having undivided share as per Deed of Declaration or modified/corrected Deed of Declaration.

ii. The Ground floor/Basement floor, excluding the meter room, generator room, other structures etc., if any, is meant for common covered parking for all residential apartment/flatowners, however, the Promoter shall be free and at liberty to make suitable arrangement of parking space by allotting specific parking area to each of the said apartment/flat. The covered parking provided in or for any particular building/wing that shall be commonly useable by 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, Sanitation network throughout the building/s except in the individual apartment.

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

iv. Foundations, main walls, columns, beams etc.

v. Sanitary network, sewage etc. throughout the building except in the individual apartment.

vi. Stair case, lifts& fire Lift common for all.

vii. Sump, Pump, electric lights all around the building.

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, amenities etc. between any adjoining building/s as it may be deemed fit at any time by the Promoter which

(B) <u>RESTRICTED USE AND FACILITIES FOR APARTMENTS OF THE BUILDING ON THE 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 used as Terrace or otherwise as per the requirement of the promoter. No other owner in the project will have any rights, interest or any concern over the same and will not object over the activities and use of terrace above Top floor

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 liberty to use or allowed to be use for any purpose as may be permissible as per rules and regulations and promoter shall be exclusively entitled to receive all beneficial enjoyment of it.

DATE :09/01/2024

NAGPUR