

AGREEMENT FOR SALE

VALUED AT Rs. _____/-
AS PER GOVT. R.R. VALUED AT Rs. _____/-
STAMP DUTY OF Rs. _____/- PAID HERewith
SURVEY/KHASRA No. 378/A & 278/B,
OF MOUZA – GODHNI (RLY),
TAHSIL NAGPUR (RURAL) & DISTRICT – NAGPUR.

THIS DEED OF AGREEMENT

made and executed at Nagpur on This _____ Day of June , 2020.

BY AND BETWEEN

SHRI SAI ASSOCIATES

through partner/s

1. SHRI HARSHAVARDHAN S/O. RATNAKAR RAUT,

Aged about 39 years, Occupation – Business

(PAN NO. AGIPR3725M) (ADHAR NO. 316735078951)

2. SMT. PRAJAKTA W/O. HARSHAVARDHAN RAUT,

Aged about 37 years, Occupation – Business,

No. 1 & 2 Both R/o. Pratap Nagar, Nagpur-440025.

(PAN NO. AIXPK3636R) (ADHAR NO. 397105140541)

3. SHRI SUDHIR S/O. BABURAOJI KALE

Aged about 67 years, Occupation – Business ,

R/o. Telicom Nagar, Nagpur -440025.

(PAN NO. ADGPK6846B) (ADHAR NO. 930312202963)

4. SHRI SHEKHAR GAJANAN FUSADKAR

Aged about 47 years, Occupation – Business,

R/o. Plot No. 3, Gorewada Road, Borgaon, Nagpur-440013

(PAN NO. ADDPP6049C) (ADHAR NO. 686629634165)

Hereinafter referred to and called the “**PROMOTER**” which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **PROMOTER**, as well as its/their respective heirs, legal representatives, successors, executors, partners, assigns etc. of the **ONE PART;**

AND

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 meaning thereof, always mean and include the said **ALLOTTEE**, as well as his heirs, legal representatives, successors, executors, assigns etc. of the **OTHER PART**.

Where the context so requires, words and expression referring to the parties hereto also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS; the PROMOTER is the sole and absolute owner and in possession of ALL THAT piece and parcel of land admeasuring 1.21 hector out of Khasra No. 378/A, Kul Jama Land Revenue Rs. 12.02/- Khata No. 218 and land admeasuring 0.62 hector out of Khasra No. 378/B, Kul Jama Land Revenue Rs. 2.87/- Khata No. 224, 10624 having total area 1.83 hector, Patwari Halka No. 12, held in Bhogwatdar Class-1 rights, of Mouza – Godhni (Rly), Tahsil Nagpur (Rural) & District – Nagpur.

AND WHEREAS; the said property was owned by and recorded in the name of 1. Shri Krushan Dadarao Rajurkar and 2. Shri Sudam Dadarao Rajurkar from whom it was purchased by PROMOTER as per sale deed dated 27/01/2020 duly registered in the office of sub-registrar – Nagpur -10 (Rural) bearing serial/registration No. 885/2020 dated 27/01/2020, accordingly the said land has been mutated and recorded in the name of PROMOTER in 7/12 and government records, etc. The total area of Khasra No. 378/A is 2.11 hector out of which the PROMOTER owns 1.21 hector and the total area of land bearing Khasra No. 378/B is 1.43 hector out of which the PROMOTER owns 0.62 hector owned by PROMOTER.

AND WHEREAS; the PROMOTER is engaged in the business of development of properties, constructions and builder ship activities.

AND WHEREAS; the PROMOTER, having found the said plot suitable for development of the same in to an estate, purchased the same as per above mentioned sale deed.

AND WHEREAS; the PROMOTER, for development of said land and curving out plot/s, got sanction of a layout plan from competent authority and the competent authority NMRDA has approved the layout plan as per order/letter No. dkvfHk@fo-i-d@ukeizfoizk@4119 dtd. 04/06/2020, subject to terms and conditions as incorporated therein.

AND WHEREAS; the PROMOTER also got conversion of the said land into non-agriculture for residential use, accordingly the Collector Nagpur allowed and permitted conversion of the said land admeasuring 1.83 hecter (18300 Sq. Mtrs.), into non-agriculture for residential use, as per order dated _____ in revenue case No. _____.

AND WHEREAS; the PROMOTER after final sanction of layout plan shall start development of the said entire land into a layout scheme/project comprising of various plots of different size and measurement for the purpose of allotment and sale to and in favour of any prospective willing buyer/s for construction of houses, builders etc., reserving rights to get the said layout plan revised/re-revised, if required any time.

AND WHEREAS; the proposed said scheme/layout shall be popularly known as **“SHREE KRISHNA VIHAR PHASE -1 ”**.

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

AND WHEREAS; the PROMOTER has registered the project under the provisions of the Real Estate Regulatory Act with the Real Estate Regulatory Authority at Mumbai bearing registration No. _____; authenticated copy is attached herewith.

AND WHEREAS; the PROMOTER has appointed a structural/qualified Engineer for the preparation of the design and drawings of the layout and the PROMOTER accepts the professional supervision of the Architect and the structural / qualified Engineer till the completion of the projects.

AND WHEREAS; the ALLOTTEE, being desirous to own a plot in the said scheme/project, approached the PROMOTER and requested to allot him a plot in the said layout. The PROMOTER, on demand of the ALLOTTEE, has given inspection to the ALLOTTEE of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER's Architects and of such other

documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

AND WHEREAS; the authenticated copies of Certificate of Title issued by the legal advisor or advocate of the PROMOTER, authenticated copies of Property card/extracts of Village Forms or any other relevant revenue record showing the nature of the title of the PROMOTER to the project land 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 and specifications of the plot agreed to be purchased by the ALLOTTEE, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS; the PROMOTER has got various approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said layout and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said scheme/project.

AND WHEREAS; the PROMOTER has accordingly commenced development of the said layout in accordance with the said proposed plans.

AND WHEREAS; after due inspection of plan, design, spot etc., the ALLOTTEE choose and applied to the PROMOTER for allotment of plot No. _____ having area of _____square meters , in the said scheme/project.

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/at the time of execution of these presents the ALLOTTEE has paid to the PROMOTER a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the plot agreed to be sold by the PROMOTER to the ALLOTTEE as advance 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 as per this agreement.

AND WHEREAS; the PROMOTER also agreed to allot and sale the said plot to the ALLOTTEE as desired by ALLOTTEE, against the valuable consideration amount of Rs. _____/- (Rupees _____ Only)subject to various terms & conditions agreed by the ALLOTTEE, accordingly, the parties hereto, had due deliberations, discussions and consequences thereof, the parties have agreed to execute this Agreement for Sale as under –

NOW, THEREFORE, THIS DEED OF AGREEMENT FOR SALE
WITNESSETH AS FOLLOWS–

1. The PROMOTER shall develop the above mentioned land into a layout comprising of various plots of different size and measurement as per approved layout plan, designs and specifications as approved by the concerned local authority from time to time reserving rights to get the same revised or re-revised in respect of variations or modifications except any alteration or addition required by any Government authorities or due to change in law or any other cause which shall not be objected by the ALLOTTEE.
2. The PROMOTER has agreed to allot and sell to the ALLOTTEE and the ALLOTTEE has agreed to purchase from the PROMOTER, ALL THAT piece and parcel of land bearing Plot No. No. _____ admeasuring _____ Sq. m. (hereinafter referred to as "the Plot") as shown in the layout plan thereof hereto annexed as part and parcel for the consideration amount of Rs. _____ /- (Rupees _____ Only), along with rights to enjoy the common areas and facilities appurtenant to the premises, particularly described in the Schedule "A" annexed herewith subject to terms and conditions in this agreement.
3. The ALLOTTEE agreed to pay Rs. _____ /- (Rupees _____ Only), to the PROMOTER towards the consideration amount against the allotment/transfer of said plot only in his favour out of which he has paid booking amount or earnest money of Rs. _____/- (Rupees _____ Only) as per the following manner of payment.

MANNER OF PAYMENT

- i. Rs. _____/- Paid by Cheque No. _____ dated _____ of _____ Bank, Nagpur.

- ii. Rs. _____/- Paid by Cheque No. _____ dated _____ of _____ Bank, Nagpur.
- iii. Rs. _____/- Paid by Cheque No. _____ dated _____ of _____ Bank, Nagpur.

Total Rs. _____/- (Rupees _____ Only)

- The receipt of Rs. _____/- (Rupees _____ Only), shall be deemed to have been acknowledged, admitted and confirmed by the PROMOTER, subject to realization of the cheques/pay orders, for the payments made by way of cheques/pay orders, as earnest money/booking amount.
4. The ALLOTTEE has further agreed to pay balance amount of Rs. _____/- (Rupees _____ Only) as per following schedule of payment.

SCHEDULE OF PAYMENT OF BALANCE AMOUNT

- i. Amount of Rs. _____/- (Rupees _____ Only) at the time of release of plot by competent authority.
5. The ALLOTTEE knows, agrees and understand that all the payments shall be made by him timely as per aforesaid schedule and in the event of non-payment or any default of payment, for any reasons whatsoever including the ALLOTTEE failing to secure the financial assistance timely from the financial bank/institutions for any reasons whatsoever, the PROMOTER in its sole and absolute desecration, may grant grace period of 15 days in each instalments due, subject to payment of interest at such rates as is permissible as per law and rules by way of damages, however, in the event of any delay beyond the grace period, the PROMOTER shall be free & entitled cancel the allotment including agreement at the cost and risk of ALLOTTEE and allot or grant the said plot to any person or persons at any terms and forfeit the amount of Rs. 1,00,000/- (Rupees One Lakhs Only) and return rest of the amount, if any, to the ALLOTTEE to which the ALLOTTEE shall have no objection of any kind whatsoever and shall not make any claim or objection against the PROMOTER and/or any other prospective buyer/s of the said plot.
6. The ALLOTTEE undertakes and agrees to deduct tax at source out of the total payable consideration amount at such rate and on such amounts as may be applicable for the time being in force on the consideration amount payable as per

- this agreement and shall credit the same in the relevant income tax account of the PROMOTER and shall issue a certificate to this effect to the PROMOTER.
7. The Total Price is subject to increase/escalation such as increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time as per notification/order/rule/regulation published/issued in that behalf to that effect which shall be furnished along with the demand letter being issued to the ALLOTTEE, relating to subsequent payments. The ALLOTTEE further know & agree that the present consideration amount is fixed and settled in view of the prevailing rates of building materials and labour charges etc., therefore, in case of any increase of more than 5% in the cost of building material and/or labour charges etc., the ALLOTTEE herein shall be liable to pay the difference of such increased rates, but in no case the price settled shall stand decreased.
 8. After completion of the work of premise under sale, the premise shall be re-measured, if any variation in the area is found more than 5% then as mentioned in this agreement, the payable consideration amount shall be recalculated and in case the area is found more, then the ALLOTTEE shall be liable to pay additional amount for that excess area but in case the area is found less, then the PROMOTER shall have to refund the excess amount, if any paid by the ALLOTTEE within forty five days with annual interest at the rate as specified in the rules of the Real Estate (Regulation and Development) Act and this adjustment of the amount shall be made at the same rate per square meter as agreed and stipulated in this agreement.
 9. The ALLOTTEE authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.
 10. Time, being essence of contract, the parties shall adhere to and comply with their respective part of contract timely. The PROMOTER shall ensure to complete the project by _____ and hand over the premise under reference to the ALLOTTEE timely as well as the common areas to the concerned association/society of the building/project after receiving the occupancy certificate or completion certificate provided that the ALLOTTEE makes the payment of the stipulated instalment in time and the construction work is not interrupted or disturbed due to non-availability of building materials, labourers strike, natural calamities, war, civil commotion, acts of god, any

notice/order/rule/notification of the government or other public authorities or court or any emergencies or other unavoidable circumstances beyond the control of the PROMOTER. Similarly, the ALLOTTEE shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations as per this agreement or as demanded by the PROMOTER.

11. Without prejudice to the right of PROMOTER to charge interest in terms of this agreement, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement as well as such taxes, dues, charges etc. payable by the ALLOTTEE relating to his proportionate share to the concerned local authority and on the ALLOTTEE committing any defaults of payment of instalments, the PROMOTER shall at his own option, may terminate this Agreement which shall not be objected by the ALLOTTEE provided that, PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE, by Registered Post AD at the address provided by the ALLOTTEE and mail at the e-mail address, if any, provided by the ALLOTTEE, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. The notice or intimation sent by registered post and/or e-mail shall be sufficient proof of proper service of the same on the ALLOTTEE. If the ALLOTTEE fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement without any claim, demand or objection, however, upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE the amount received from him subject to deduction of 20% of the received amount by way of liquidated damages, administrative and other expenses and the PROMOTER shall be free to allot/sell the said property to any other buyer.
12. **Procedure for taking possession –**
13. The PROMOTER, upon obtaining the occupancy certificate or completion certificate from the competent authority and the payment made by the ALLOTTEE as per the agreement, shall offer the possession of the said property, to the ALLOTTEE in terms of this Agreement to be taken within such period as may be deemed fit and the PROMOTER shall give possession of the plot to the ALLOTTEE. The ALLOTTEE agree(s) to pay the maintenance charges as determined by the PROMOTER or association of ALLOTTEE, as the case may be.
14. **Failure of ALLOTTEE to take Possession of plot:**

- 14.1 Upon receiving intimation from the PROMOTER as per this agreement, the ALLOTTEE shall take possession of the property from the PROMOTER and shall execute such indemnities, undertakings and other documentation as prescribed in this Agreement or otherwise by the PROMOTER, and the PROMOTER shall give possession of the plot to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time as provided in this agreement even then the ALLOTTEE shall continue to be liable to pay maintenance charges, taxes and other dues, liabilities as may be applicable from time to time.
15. The ALLOTTEE shall use the plot or any part thereof or permit the same to be used only for purpose as it may be permissible as per sanction plan, rules or regulations governing the use of that property or any part thereof. The ALLOTTEE understands and agrees that along with other ALLOTTEE(s) of property in the layout, the ALLOTTEE shall join in forming and registering the Society or Association or a Limited Company to be known by such 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 bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organisation of ALLOTTEE. No objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
16. The ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the plot) of outgoings in respect of the project land and layout/s such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and layout/s. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE further agrees that till the ALLOTTEE's share is so determined the ALLOTTEE shall pay to the PROMOTER provisional monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE to

the PROMOTER shall not carry any interest and remain with the PROMOTER until that common structure areas transferred to the society.

17. The ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the PROMOTER, the following amounts in addition to the consideration amount –
- (i) Monthly maintenance of internal common areas, services and facilities, such as lights, cleaning, security guards, roads, water supply etc. payable to the association/society of the ALLOTTEE as may be calculated.
 - (ii) Stamp duty as applicable.
 - (iii) Registration fees as applicable.
 - (iv) Legal expenses as applicable.
 - (v) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body as may be calculated

Besides that, the ALLOTTEE shall have to pay such charges or expenses on account of formation of society, Electricity Meter, water connection/supply, common maintenance charges and other contributory expenses.

18. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

- 18.1 The PROMOTER has clear and marketable title with respect to the project land; and has 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;
- 18.2 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;
- 18.3 There are no encumbrances upon the project land or the Project except those disclosed to the ALLOTTEE, however, the PROMOTER shall be free to secure loan or financial assistance for the said project and before final conveyance of the said property the PROMOTER shall get the property released from the bank or financial institution;
- 18.4 There are no litigations pending before any Court of law to the knowledge of PROMOTER with respect to the project land or Project except those disclosed in the title report;

19. The ALLOTTEE or himself/themselves with intention to bring all persons into whosoever hands the property may come, hereby covenants with the PROMOTER as follows :-
- 19.1 The ALLOTTEE understand and agrees that the PROMOTER shall be free and at liberty to permit sharing of any common facilities, amenities of the said building/project with any other adjoining building/complex in common which shall not be objected by the ALLOTTEE at any time.
- 19.2 To maintain the property at the ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the property is taken and shall not do or suffer to be done anything in or to the building in which the property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the plot or any part thereof without the consent of the local authorities, if required.
- 19.3 Not to store in the plot any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the roads, common passages or any other facilities or services of the layout .
- 19.4 To carry out at his own cost all internal repairs to the said plot and maintain the property 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 layout in which the property is situated or the property which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 19.5 Not to make or cause to be made any addition or alteration of whatever nature in or to the plot or any part thereof, nor any alteration and shall keep the portion, sewers, drains and pipes in the project and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts thereof .
- 19.6 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land or whereby any increased premium shall become payable in respect of the insurance.
- 19.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said plot in the compound or any portion of the project land .

- 19.8 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, electricity or any other service connection to the scheme/project .
- 19.9 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the property by the ALLOTTEE for any purposes other than for purpose for which it is sold.
- 19.10 The ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the property in the layout and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 19.11 The ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said project or any part thereof to view and examine the state and condition thereof.
- 19.12 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.

- 19.13 The ALLOTTEE understand that the PROMOTER shall engage and appoint his own engineers, architects and other experts for the purpose of completion of work of the said project and complete the project 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.
- 19.14 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 property 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.
- 19.15 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.
- 19.16 The ALLOTTEE understand, agree and confirm that the specifications, facilities and amenities in the said project 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, NMRDA and/or any other concerned authority.
- 19.17 The ALLOTTEE understand and agree that the subject to reservation of open space , or any reservation made otherwise by the PROMOTER, the roads, 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 project including the ALLOTTEE subject to further reservations if any, made by the PROMOTER and no owner/occupant of any plot 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, equipments, assets, machinery etc. which is for common use or enjoyment for the benefit of all the owner/s of the said project.

- 19.18 The ALLOTTEE understand and agree that besides the reservation of open space , the PROMOTER shall be free and at liberty to allow any particular property ALLOTTEE to use the open space to which the ALLOTTEE shall have no objection or claim of any kind whatsoever.
- 19.19 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.
- 19.20 The ALLOTTEE know and agree that in case any extra work as per statutory requirements or for more safety of the projects/scheme or for making the layout 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 project 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.
- 19.21 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.
- 19.22 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 PROMOTER 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.

- 19.23 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 plot in favour of the ALLOTTEE otherwise, the PROMOTER would have not entered this agreement.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said plot or of the said project or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the plot hereby agreed to be sold to him and all open spaces, parking spaces, recreation spaces, relating to the said plot only will remain the property of the PROMOTER until the said structure of the project is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned, however, the PROMOTER shall be free and at liberty to reserves or restrict such rights with him exclusively with respect to utilization of open spaces, parking spaces, recreation spaces, or other common areas or amenities or facilities of the project.
21. ENTIRE AGREEMENT: This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot/project, as the case may be.
22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEE: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE of the property, in case of a transfer, as the said obligations go along with the property for all intents and purposes.
24. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may

be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
26. JOINT ALLOTTEE: That in case there are Joint ALLOTTEE all communications shall be sent by the PROMOTER to either of the ALLOTTEE and at his/her address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE.
27. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.
28. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under as far as the dispute is within the jurisdiction of that authority.
29. 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 concerned courts will have the jurisdiction for this Agreement.

SCHEDULE OF THE PROPERTY REFERRED ABOVE –

ALL THAT piece and parcel of land bearing Plot No. _____ admeasuring _____ Sq. mtrs. of the layout/scheme known as “SHREE KRISHNA VIHAR PHASE -1” on the piece and parcel of land admeasuring 1.21 hector out of Khasra No. 378/A, and land admeasuring 0.62 hector out of Khasra No. 378/B having total area 1.83 hector, Patwari Halka No. 12, held in Bhogwatdar Class-1 rights, of Mouza – Godhni (Rly), Tahsil Nagpur (Rural) & District – Nagpur. The said plot is bounded as under:

TO THE EAST	-:-
TO THE WEST	-:-
TO THE NORTH	-:-
TO THE SOUTH	-:-

Dimensions :

East - West _____

North – South _____

IN WITNESSES WHEREOF, the parties hereto have set their respective hands, executed and signed the present **AGREEMENT FOR SALE** at Nagpur on the day, month and year first above mentioned in the presence of following attesting witnesses and signing as such.

WITNESSES:-

1. _____

SHRI SAI ASSOCIATES

Partner/s

1. _____

SHRI HARSHAVARDHAN S/O. RATNAKAR RAUT,

2. _____

SMT. PRAJAKTA W/O. HARSHAVARDHAN RAUT,

3. _____

SHRI SUDHIR S/O. BABURAOJI KALE

4. _____

**SHRI SHEKHAR GAJANAN FUSADKAR
(THE PROMOTER)**

2. _____

(THE ALLOTTEE)

Drafted as per the instructions & documents of parties.

OM HARIRAMANI

ADVOCATE

“HARIRAMANI ASSOCIATES”

12A, 3rd Floor, NMC Complex, J.B. Wing,
Mangalwari, Sadar, NAGPUR – 01.

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