AGREEMENT TO SALE

VALUED AT RS. _____/-
(RS. _____)
M.V Rs._____ /-

This AGREEMENT is made at Nagpur on this..... Day of ___ In the year _____ between

01. **M/s GREEN SPACE INFRA VENTURES,** a Partnership Firm having it's office at Shop No T-7, Plot No. E-4, Akshay Hights II, Near Bhugaonkar Sabhagruh, Sainath Nagar, Omkar Nagar, Nagpur -440027,acting through it's partners (i) **SHRI RAJENDRA S/O DHIRAJLAL MANDAVIYA,** aged about 57 years, and/or (ii) **SHRI NARENDRA S/O DHIRAJLAL MANDAVIYA,** aged about 55 years, All Occupation : Agriculturists/Business, Resident of Plot No. 72,73, East Wardhaman Nagar, Nagpur, 440008, here-in-after referred to as **"PROMOTER/DEVELOPER"** which expression wherever as it appears in this Deed hereinafter unless repugnant to the context or meaning thereof, always mean and include said PROMOTER/DEVELOPER, it's Partners, their legal representatives, administrators, nominees, agents, assignees or any other person claiming for or through them of THE FIRST PART; {PAN : AAPFG4571P}

02. **MR**_____, aged about __ years, Occupation: Service, {PAN: _____} {UID: _____}Residentsof_____, hereinafter known and referred to as the **"ALLOTTEE/PURCHASERS"** which term shall unless repugnant to the context or meaning thereof always mean and include the ALLOTTEE/PURCHASER as well as his/her/their heirs, legal representatives, Successors, executors, administrators and assigns of THE SECOND PART, AND;

04. **MRS. VEENA W/O RAJENDRA MANDAVIYA,** aged about 56 years, {PAN: ACWPM7357G} {UID: 8204 1275 1487}

05. **MRS. YAMINI W/O NARENDRA MANDAVIYA,** aged about 54 years, {PAN: ACWPM7358K} {UID: 5437 2970 6757}

Both Occupation : Agriculturists/Business, Resident of Plot No. 72,73, East Wardhaman Nagar, Nagpur, 440008, acting through Power of Attorney Holder/s **SHRI RAJENDRA S/O DHIRAJLAL MANDAVIYA** and/or **SHRI NARENDRA S/O DHIRAJLAL MANDAVIYA** {Power of Attorney dt. 13.07.2015 registered with Sub Registrar, Nagpur – 4 at Book No. 4 at Sr. No. 3369 dt. 13.07.2015} hereinafter jointly referred to as the **"LAND OWNERS/CO-PROMOTERS"** which expression shall unless repugnant to the context or meaning thereof always mean and include OWNERS/SELLERS as well as their legal heirs, representatives, administrators and assigns or any other person claiming for or through them of the PARTY OF THE THIRD PART, AND;

WHEREAS, the LAND OWNERS / CO-PROMOTERS are the co-owners of the OWNERS are the co-owners of ALL THAT piece and parcel of Agricultural land bearing Kh Survey No. 14/2 admeasuring about 0.82 Hectares, Land Revenue Rs. 4.23, with Occupant Class 1 Bhumiswami rights, situated at Mauza : GOTAL - PANJRI, P. H. No. 38/A, Tahsil : NAGPUR (RURAL), District : NAGPUR, outside the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur and more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land"),

ANDWHEREAS, the LAND OWNERS / CO-PROMOTERS purchased the said property from Shri Kiran Vasantrao Panke, Shri Atul Manoharrao Ingle and Shri Sanjay Dinanath Zode by Sale Deed dt. 20.04.2013 registered with Sub Registrar, Nagpur - 10 (Rural) at Book No. 1 at Sr. No. 4586 dt. 20.04.2013 and the names of the LAND OWNERS / CO-PROMOTERS here-in were mutated in revenue records as the co-owners of the said land vide Ferfar No. 565,

ANDWHEREAS, the OWNERS here in above being interested to put the said entire property in the more beneficial use decided to get the said property to be constructed a multi-storied residential cum commercial buildings thereon so as to sell the various premises thereon to interested parties,

ANDWHEREAS, the LAND OWNERS / CO-PROMOTERS entered into Agreement of Development dt. 24.01.2020 in respect of the said land of Kh. No. 14/2 with the PROMOTER here-in registered with Sub Registrar, Nagpur - 7 at Book No. 1 at Sr. No. 683 dt. 24.01.2020,

ANDWHEREAS, the user of the said landof old Kh. No. 14/2is converted into Non agricultural Use i.e. for residential purposes u/s 42-A of The Maharashtra Land Revenue Code, 1966, by virtue of Order dt. 18.12.2019by The Collector, Nagpur in Revenue Case No. 102/NAP-34/Mauza : Gotal - Panjari / 2019-2020 and the residential lay out on the said land entire approved from the Assistant Engineer, Nagpur Metroploitan Region Development Authority, vide Letter dt. 10.09.2019,

ANDWHEREAS, the PROMOTER have also got the sanction of the Apartments Scheme under the Group Housing Scheme on the said lands wherein three Separate Residential multi-storied building viz. Block-A, Block-C and Block-D, have been approved and sanctioned by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur, vide Building Permit No. B.E.(NMRDA)/South/Nagpur (Rural)/ No. M.B.-NG-GOTAD-1/201908211/ 1898 dt. 24-Feb-2020,

ANDWHEREAS, the PROMOTER/DEVELOPER started the development work thereon as per rules and regulations and approval given by the concerned sanctioning authorities,

ANDWHEREAS, the Owners submitted the said project and buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing Deed of Declaration dt. 02.03.2020 registered with Sub Registrar, Nagpur - 7 at Book No. 1 at Sr. No. NGN-7-1762-2020 dt. 02.03.2020,

ANDWHEREAS, the PROMOTER/DEVELOPER has now decided to sell the various Apartments to be erected on the said land to the prospective buyers simultaneously with carrying on the remaining development work in the said scheme so that the funds of the prospective buyers of various residential Apartments in the said scheme are utilised for development and the said scheme can be completed at earliest possible time,

ANDWHEREAS, the PURCHASER/S hereinabove being interested to own one of the Residential Apartment in the said residential Apartments, approached the PROMOTER/DEVELOPER herein and visited the office ofthe PROMOTER/DEVELOPER situated on the said layout and also satisfied himself/herself/themselves in respect of the title of the said entire property and PROMOTER/DEVELOPER's authority and right to develop the said land and to sell the various constructed premises in the said scheme to the prospective buyers,

ANDWHEREAS, the PURCHASER here-in-above approached to the SELLERS/PROMOTER/DEVELOPERS for the purchase of Apartment for his/her/their residential purpose admeasuring about __ Sq. Mtrs. of Carpet area on __Floor in the of building-2 (Block D) to be known as _____ in the entire area to be known and styled as "GREEN CITY - 4" to be developed on the said landand has agreed to pay the cost of construction along-with the price for undivided share in land relatable to the built up area of the said Apartment to the SELLERS,

ANDWHEREAS the PROMOTER/DEVELOPER 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/DEVELOPER has registered there project with the Real Estate Regulatory Authority and it's RERA No. is P50500025013

AND WHEREAS the PROMOTER/DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTER/DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

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

AND WHEREAS on demand from the ALLOTTEE/PURCHASER, the PROMOTER/DEVELOPER has given inspection to the ALLOTTEE/PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER/DEVELOPER's Architects Shri Alok Luniya and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER/DEVELOPER, M/s Dwivedi & Khedkar Advocates, authenticated copies of Property card or abstract / extract of Village Forms 7/12 showing the nature of the title of the PROMOTER/DEVELOPER/ CD - PROMOTER /LAND OWNERS to the project land on which the Apartments are constructed or 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 Nagpur Metropolitan Regon Development Authority have been annexed hereto
AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the PROMOTER/DEVELOPER 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/PURCHASER, as sanctioned and approved by the local authority have been annexed hereto

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

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

AND WHEREAS the PROMOTER/DEVELOPER has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the ALLOTTEE/PURCHASER has applied to the PROMOTER/DEVELOPER for allotment of an Apartment No. ___ on __Floor situated in the Building -__ (Block _) known as _____,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the ALLOTTEE/PURCHASER or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the ALLOTTEE/PURCHASER, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the ALLOTTEE/PURCHASER has paid to the PROMOTER/DEVELOPER a sum of **Rs. _____/- (Rs. _____ Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the PROMOTER/DEVELOPER to the ALLOTTEE/PURCHASER as advance payment or Application Fee (the payment and receipt whereof the PROMOTER/DEVELOPER both hereby admit and acknowledge) and the ALLOTTEE/PURCHASER has agreed to pay to the PROMOTER/DEVELOPER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the PROMOTER/DEVELOPER is required to execute a written Agreement for sale of said Apartment with the ALLOTTEE/PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER/DEVELOPER hereby agrees to sell and the ALLOTTEE/PURCHASER hereby agrees to purchase the Apartment.

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

01. The PROMOTER/DEVELOPER shall construct the 3 (THREE) buildings consisting of Residential Units on the parcel of land described above known and styled as (i) Commercial cum Residential Building in Block – A known as HIBISCUS, (ii) Building No. 1 known as TULIP -1 in Block-C, (ii) Building No. 2 known as TULIP -2 in Block-D, consisting of ground, 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/DEVELOPER shall have to obtain prior consent in writing of the ALLOTTEE/PURCHASER in respect of variations or modifications which may adversely affect the Apartment of the ALLOTTEE/PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

1(a) The ALLOTTEE/PURCHASER hereby agrees to purchase from the PROMOTER/DEVELOPER and the PROMOTER/DEVELOPER hereby agrees to sell to the ALLOTTEE/PURCHASER Apartment No._____, having carpet area admeasuring _____ sq. metres on_____ floor in the building- 2 (Block _) _____(hereinafter referred to as "the Apartment") as shown in the Floor plan hereto annexed for a consideration of **Rs. _____/- (Rs. _____Only)** including 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 price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The ALLOTTEE/PURCHASER has paid on or before execution of this agreement a sum of **Rs. _____/- (Rs. _____ Only)** as advance payment or application fee and hereby agrees to pay to that PROMOTER/DEVELOPER the balance amount of **Rs. _____/- (Rs. _____ Only)** in the following manner :-

MANNER OF PAYMENT (RECEIVED)

Amount Rs.	Ch. NO.	Dated	Bank
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00,000/-	TOTAL (Rs. _____ Only)		

MANNER OF FURTHER PAYMENT

Amount Rs.	to be paid by the PURCHASER / ALLOTTEE to the PROMOTER/DEVELOPER
0,00,000/-	to be paid to the PROMOTER/DEVELOPER on completion of the Plinth of the building or wing in which the said Apartment is located.
0,00,000/-	to be paid to the PROMOTER/DEVELOPER on Completion of Ground Floor Slab
0,00,000/-	to be paid to the PROMOTER/DEVELOPER on Completion of First Floor Slab
0,00,000/-	to be paid to the PROMOTER/DEVELOPER on Completion of Second Floor Slab

0,00,000/-	to be paid to the PROMOTER/DEVELOPER on Completion of Third Floor Slab
0,00,000/-	to be paid to the PROMOTER/DEVELOPER on Completion of Fourth Floor Slab
0,00,000/-	to be paid to the PROMOTER/DEVELOPER on Completion of Fifth Floor Slab
0,00,000/	to be paid to the PROMOTER/DEVELOPER on Completion of Sixth Floor Slab
0,00,000/	to be paid to the PROMOTER/DEVELOPER on Completion of Seventh Floor Slab
0,00,000/	to be paid to the PROMOTER/DEVELOPER on Completion of Roof Floor Slab
0,00,000/	to be paid to the PROMOTER/DEVELOPER on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
0,00,000/	at the time of handing over of the possession of the Apartment to the ALLOTTEE/PURCHASER on or after receipt of occupancy certificate or completion certificate i.e. on or before 30.09.2023
0,00,000/-/-	Total(**Rs.** _____ **Only**)

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER/DEVELOPER by way of 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/DEVELOPER) up to the date of handing over the possession of the Apartment.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER/DEVELOPER undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER/DEVELOPER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the ALLOTTEE/PURCHASER, which shall only be applicable on subsequent payments.

1(e) The PROMOTER/DEVELOPER shall confirm the final carpet area that has been allotted to the ALLOTTEE/PURCHASER after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/DEVELOPER. If there is any reduction in the carpet area within the defined limit then PROMOTER/DEVELOPER shall refund the excess money paid by ALLOTTEE/PURCHASER within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE/PURCHASER. If there is any increase in the carpet area allotted to ALLOTTEE/PURCHASER, the PROMOTER/DEVELOPER shall demand additional amount from the ALLOTTEE/PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(f) The ALLOTTEE/PURCHASER authorizes the PROMOTER/DEVELOPER 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/DEVELOPER may in its sole discretion deem fit and the ALLOTTEE/PURCHASER undertakes not to Object/demand/direct the PROMOTER/DEVELOPER to adjust his payments in any manner.

2.1 The PROMOTER/DEVELOPER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the ALLOTTEE/PURCHASER, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the PROMOTER/DEVELOPER as well as the ALLOTTEE/PURCHASER. The PROMOTER/DEVELOPER shall abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEE/PURCHASER and the common areas to the association of the ALLOTTEE/PURCHASERs after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the ALLOTTEE/PURCHASER shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER/DEVELOPER as provided in here-in-above. ("Payment Plan").

03. The PROMOTER/DEVELOPER hereby declares that the Floor Space Index available as on date in respect of the project land is as per theBuilding Plans sanctioned by the Competent Development Authority. The PROMOTER/DEVELOPER has disclosed the Floor Space Index of Buildings as proposed to be utilized by it on the project land in the said Project and ALLOTTEE/PURCHASER has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTER/DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER/DEVELOPER only.

4.1 If the PROMOTER/DEVELOPER fails to abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEE/PURCHASER, the PROMOTER/DEVELOPER agrees to pay to the ALLOTTEE/PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE/PURCHASER, for every month of delay, till the handing over of the possession. The ALLOTTEE/PURCHASER agrees to pay to the PROMOTER/DEVELOPER, interest as specified in the Rule, on all the delayed payment which become due and payable by the ALLOTTEE/PURCHASER to the PROMOTER/DEVELOPER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/PURCHASER to the PROMOTER/DEVELOPER.

4.2 Without prejudice to the right of PROMOTER/DEVELOPER to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE/PURCHASER committing default in payment on due date of any amount due and payable by the ALLOTTEE/PURCHASER to the PROMOTER/DEVELOPER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/PURCHASER committing three defaults of payment of instalments, the PROMOTER/DEVELOPER shall at his own option, may terminate this Agreement:

Provided that, PROMOTER/DEVELOPER shall give notice of fifteen days in writing to the ALLOTTEE/PURCHASER, by Registered Post AD at the address provided by the ALLOTTEE/PURCHASER and mail at the e-mail address provided by the ALLOTTEE/PURCHASER, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/PURCHASER fails to rectify the breach or breaches mentioned by the PROMOTER/DEVELOPER within the period of notice then at the end of such notice period, PROMOTER/DEVELOPER shall be entitled to terminate this Agreement.

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

05. 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/DEVELOPER in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

06. The PROMOTER/DEVELOPER shall give possession of the Apartment to the ALLOTTEE/PURCHASER on or before30thday of September 2023 If the PROMOTER/DEVELOPER fails or neglects to give possession of the Apartment to the ALLOTTEE/PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER/DEVELOPER shall be liable on demand to refund to the ALLOTTEE/PURCHASER 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/DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROMOTER/DEVELOPER 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.

7.1 Procedure for taking possession - The PROMOTER/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/PURCHASER as per the agreement shall offer in writing the possession of the Apartment, to the ALLOTTEE/PURCHASER in terms of this Agreement to be taken within 15days from the date of issue of such notice and the PROMOTER/DEVELOPER shall give possession of the Apartment to the ALLOTTEE/PURCHASER. The PROMOTER/DEVELOPER agrees and undertakes to indemnify the ALLOTTEE/PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER/DEVELOPER. The ALLOTTEE/PURCHASER agree(s) to pay the maintenance charges as determined by the PROMOTER/DEVELOPER or association of ALLOTTEE/PURCHASERs, as the case may be. The PROMOTER/DEVELOPER on its behalf shall offer the possession to the

ALLOTTEE/PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The ALLOTTEE/PURCHASER shall take possession of the Apartment within 15 days of the written notice from the PROMOTER/DEVELOPER to the ALLOTTEE/PURCHASER intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of ALLOTTEE/PURCHASER to take Possession of Apartment: Upon receiving a written intimation from the PROMOTER/DEVELOPER as per clause 8.1, the ALLOTTEE/PURCHASER shall take possession of the Apartment from the PROMOTER/DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER/DEVELOPER shall give possession of the Apartment to the ALLOTTEE/PURCHASER. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided in clause 9.3 such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges as applicable.

08. The ALLOTTEE/PURCHASER shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

09. The ALLOTTEE/PURCHASER along with other ALLOTTEE/PURCHASER(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTER/DEVELOPER 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 Society and duly fill in, sign and return to the PROMOTER/DEVELOPER within seven days of the same being forwarded by the PROMOTER/DEVELOPER to the ALLOTTEE/PURCHASER, so as to enable the PROMOTER/DEVELOPER to register the common organisation of ALLOTTEE/PURCHASER. No objection shall be taken by the ALLOTTEE/PURCHASER 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.

9.1 The PROMOTER/DEVELOPER 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 Original Owner/PROMOTER/DEVELOPER and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The PROMOTER/DEVELOPER 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 Original Owner/PROMOTER/DEVELOPER and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the PROMOTER/DEVELOPER to the ALLOTTEE/PURCHASER that the Apartment is ready for use and occupancy, the ALLOTTEE/PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s

namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEE/PURCHASER shall pay to the PROMOTER/DEVELOPER such proportionate share of outgoings as may be determined. The ALLOTTEE/PURCHASER further agrees that till the ALLOTTEE/PURCHASER's share is so determined the ALLOTTEE/PURCHASER shall pay to the PROMOTER/DEVELOPER monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE/PURCHASER to the PROMOTER/DEVELOPER shall not carry any interest and remain with the PROMOTER/DEVELOPER until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER/DEVELOPER to the Society or the Limited Company, as the case may be.

10. The ALLOTTEE/PURCHASER shall on or before delivery of possession of the said premises keep deposited with the PROMOTER/DEVELOPER, the following amounts :-

(i) An amount of Rs 7,200/- towards the Maintenance Deposit will be paid directly to the Society each year, The allottee shall pay 3 Years Advance PDC Cheque for Rs. Seven Thousand Two Hundred Each. After 3 years Society will decide to increase or decrees the yearly Maintenance Amount.

11. At the time of registration of Sale Deed / conveyance, the ALLOTTEE/PURCHASER shall pay to the PROMOTER/DEVELOPER, the ALLOTTEE/PURCHASER's share of stamp duty and registration charges payable.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER

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

i. The PROMOTER/DEVELOPER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The PROMOTER/DEVELOPER 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 except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTER/DEVELOPER 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/DEVELOPER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/PURCHASER created herein, may prejudicially be affected;

vii. The PROMOTER/DEVELOPER 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 project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of ALLOTTEE/PURCHASER under this Agreement;

viii. The PROMOTER/DEVELOPER confirms that the PROMOTER/DEVELOPER is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the ALLOTTEE/PURCHASER in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/PURCHASERs the PROMOTER/DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEE/PURCHASERs;

x. The PROMOTER/DEVELOPER 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;

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

13. The ALLOTTEE/PURCHASER/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the PROMOTER/DEVELOPER as follows :-

i. To maintain the Apartment at the ALLOTTEE/PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required,

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the ALLOTTEE/PURCHASER in this behalf, the ALLOTTEE/PURCHASER shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTER/DEVELOPER to the ALLOTTEE/PURCHASER 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/PURCHASER committing any act in contravention of the above provision, the ALLOTTEE/PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the PROMOTER/DEVELOPER and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the PROMOTER/DEVELOPER within fifteen days of demand by the PROMOTER/DEVELOPER, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and 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 Apartment by the ALLOTTEE/PURCHASER for any purposes other than for purpose for which it is sold.

ix. The ALLOTTEE/PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with

the possession of the Apartment until all the dues payable by the ALLOTTEE/PURCHASER to the PROMOTER/DEVELOPER under this Agreement are fully paid up.

x. The ALLOTTEE/PURCHASER 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/PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

14. That the PURCHASER / ALLOTTE shall became the member of the Association and from the date of handing over of the buildings the Association shall be liable to maintain the Fire fighting equipments, Lifts, Sevage Treatment Plant and its maintenance, AMC etc.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The ALLOTTEE/PURCHASER shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER/DEVELOPERuntil the said structure of the building is transferred to the prospective buyers.

17. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER/DEVELOPER executes this Agreement it 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/PURCHASER who has taken or agreed to take such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/PURCHASER by the PROMOTER/DEVELOPER does not create a binding obligation on the part of the PROMOTER/DEVELOPER or the ALLOTTEE/PURCHASER until, firstly, the ALLOTTEE/PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTER/DEVELOPER. If the ALLOTTEE/PURCHASER(s) fails to execute and deliver to the PROMOTER/DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER/DEVELOPER, then the PROMOTER/DEVELOPER shall serve

a notice to the ALLOTTEE/PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/PURCHASER, application of the ALLOTTEE/PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTEE/PURCHASER without any interest or compensation whatsoever.

19. 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 apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE/PURCHASERs of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. 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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

24. 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.

25. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the PROMOTER/DEVELOPER through its authorized signatory at the PROMOTER/DEVELOPER's Office, or at some other place, which may be mutually agreed between the PROMOTER/DEVELOPER and the ALLOTTEE/PURCHASER, in after the Agreement is duly executed by the ALLOTTEE/PURCHASER and the

PROMOTER/DEVELOPER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

26. The ALLOTTEE/PURCHASER and/or PROMOTER/DEVELOPER shall present this Agreement as well as the conveyanceat the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER/DEVELOPER will attend such office and admit execution thereof.

27. That all notices to be served on the ALLOTTEE/PURCHASER and the PROMOTER/DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/PURCHASER or the PROMOTER/DEVELOPER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of ALLOTTEE/PURCHASER
Mr. _____
Residents of _____
Notified Email ID:_____

M/s PROMOTER/DEVELOPER name :
M/s GREEN SPACE INFRA VENTURES
Shop No T-7, Plot No. E-4,
Akshay Hights II, Near Bhugaonkar
Sabhagruh, Sainath Nagar, Omkar Nagar,
Nagpur -440027
Notified Email ID: info@greenspaceinfra.com

It shall be the duty of the ALLOTTEE/PURCHASER and the PROMOTER/DEVELOPER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER/DEVELOPER or the ALLOTTEE/PURCHASER, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint ALLOTTEE/PURCHASERs all communications shall be sent by the PROMOTER/DEVELOPER to the ALLOTTEE/PURCHASER whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/PURCHASERs.

30. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/PURCHASER.

29. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. 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.

SCHEDULE OF THE PROPERTY AGREED TO BE SOLD

ALL THAT RCC superstructure comprising of Apartment No. ____, having Carpet Area of ____ Sq. Mtrs. on the **Sixth** FLOOR of the Building- __ (Block D) known as _____alongwith _____% proportionate undivided share and interest in the land in the entire area known as "GREEN CITY - 4",developed on ALL THAT piece and parcel of land bearing Kh. Survey No. 14/2/1, admeasuring about 0.624383 H. R. (i.e. 6242.83 Sq. Mtrs.), Land Revenue Rs. 624.00 with Occupant Class I Bhumiswami rights, situated at Mauza : GOTAL - PANJRI, P. H. No. 38/A, Tahsil : NAGPUR (RURAL), District : NAGPUR and the entire area is bounded as under:

ON THE NORTH	:	KH. SURVEY NO. 14/3
ON THE EAST	:	PANDHAN
ON THE WEST	:	KH SURVEY NO. 21
ON THE SOUTH	:	KH. SURVEY NO. 14/1

AND THE APARTMENT IS BOUNDED AS UNDER:

ON THE NORTH	:	--
ON THE EAST	:	--
ON THE WEST	:	--
ON THE SOUTH	:	--

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at NAGPUR in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE/PURCHASER:

.....
MR. _____
(Purchaser)

at Nagpur in the presence of WITNESSES:

.....
Name :

.....
SIGNED AND DELIVERED BY THE WITHIN NAMED
SHRI RAJENDRA D. MANDAVIYA and/or
SHRI NARENDRA D. MANDAVIYA
PARTNERS OF PROMOTER/DEVELOPER
M/S GREEN SPACE INFRA VENTURES
AND AS POWER OF ATTORNEY HOLDERS FOR
SMT. VEENA RAJENDRA MANDAVIYAAND
SMT. YAMINI NARENDRA MANDAVIYA
LAND OWNERS / CO-PROMOTER

at Nagpur in the presence of WITNESSES:

.....
Name :