AGREEMENT FOR SALE

OF APARTMENT

VALUED AT RS. _____/-

AS PER GOVT. R.R. VALUED AT RS. _____/-

STAMP DUTY OF RS. _____ /- PAID HEREWITH

CITY SURVEY NO. 269, SHEET NO. 70,

ITEM NO. 44.531/341 (93/1) PAGE NO. 973, RATE Rs. 19,600/-

OF MOUZA – GOREWADA, TAHSIL & DISTRICT – NAGPUR.

THIS DEED OF AGREEMENT FOR SALE OF APARTMENT

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

BY AND BETWEEN

M/S. CREATION BUILDERS & DEVELOPERS

Represented by proprietor –

SHRI PANKAJ S/O. DEVRAJ DHAWAN

(PAN – ATIPD7583Q)

Aged about 28 years, Occupation – Business

R/o. 5, Dalal Compound, Raj Nagar, Katol Road, Nagpur – 440 013.

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, assigns etc. of the **ONE PART;**

AND

_____

(PAN NO. _____)

Aged about ___ years, Occupation – _____

R/o. _____, Nagpur.

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 comprising of Plot No. 24 admeasuring 0.5 X (21.775 + 17.646) X 68.162 = 1343.5070 Sq. m., and Plot No. 25 admeasuring 0.5 X (22.009 + 17.612) X 63.859 = 1265.0780 Sq. m., having total area 2608.586 Sq. m., in the layout of Basra Co. Op. Housing Society out of survey/khasra No. 95/2, 95/3, 95/4, 95/5, 95/6, 95/7, 95/8 bearing City Survey No. 269, Sheet No. 70 of Mouza – Gorewada, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District – Nagpur, having purchased the same from **SHRI KEDARESHWAR BUILDERS & DEVELOPERS,** through its partners, i. **SHRI MADHAV S/O. WAMAN DESHPANDE** and ii. **SHRI ABHIJEET S/O. BAPURAO DUDHANE** as per Sale Deed duly registered in the office of the Sub-Registrar, Nagpur – 4, bearing serial/registration No. 4350/2020 dated 03/09/2020.

AND WHEREAS; previously, the Plot No. 24 was purchased by **SHRI KEDARESHWAR BUILDERS & DEVELOPERS,** through its partners, i. **SHRI MADHAV S/O. WAMAN DESHPANDE** and ii. **SHRI ABHIJEET S/O. BAPURAO DUDHANE** from Hassina Khatoon Wd/o. Mohammad Ibrahim as duly registered in the office of the Sub-Registrar, Nagpur – 4, bearing serial/registration No. 4457/2018 dated 27/07/2018 and the Plot No. 25 was purchased by **SHRI KEDARESHWAR BUILDERS & DEVELOPERS,** through its partners, i. **SHRI MADHAV S/O. WAMAN DESHPANDE** and ii. **SHRI ABHIJEET S/O. BAPURAO DUDHANE** from Hassina Khatoon Wd/o. Mohammad Ibrahim as duly registered in the office of the Sub-Registrar, Nagpur – 4, bearing serial/registration No. 4456/2018 dated 27/07/2018.

AND WHEREAS; It is observed that originally the said entire land bearing khasra No. 95/2 admeasuring 5.24 hectares (12.95 Hectares) belonged to Shaikh Munawar S/o. Papa Miya from whom it was purchased by Hassina Khatoon Wd/o. Mohammad Ibrahim as per sale deed duly registered in the office of the Sub Registrar, Nagpur, bearing Serial/registration entry No. 5231 in book No. 1 dated 09/11/1966. Thereafter, said Hassina Khatoon Wd/o. Mohammad Ibrahim and her legal heirs, namely Mohammad Zahid Mohammad Ibrahim, Mohammad Salim Ibrahim, Mohammad Javed Iqbal Mohammad Ibrahim, Mohammad Fahim Mohammad Ibrahim, Nargis Musarrat W/o. Israr Khan and Anjum Salma W/o. Gyasuddin Alla Bux effected a family partition relating to the said entire land and Hassina Khatoon Wd/o. Mohammad Ibrahim retained land admeasuring 0.54 Hectares as per partition deed dated 30/10/1994. Later, Hassina Khatoon Wd/o. Mohammad Ibrahim along with other co-owners put a layout

and carved out plots of various sizes and measurements and retained their respective shares/portions, accordingly the said plot no. 24 & 25 among other plots came in the share/portion of Hassina Khatoon Wd/o. Mohammad Ibrahim . Previously, Hassina Khatoon Wd/o. Mohammad Ibrahim had entered in an agreement for sale of 5,00,000 Sq. Ft. in favour of The Basra Co. Op. Housing Society, as per agreement of sale duly registered in the office of the Sub-Registrar, Nagpur – 11, at serial No. 7979 dated 30/12/1991 in book No. A1 from pages 195 to 197 of volume No. 517 corresponding to municipal corporation house No. 7940(P) dated 30/12/1991, however, the agreement of sale has been cancelled as per rescission/cancellation of agreement of sale duly registered in the office of the Sub-Registrar, Nagpur – 4, bearing serial/registration No. 2867/2015 dated 12/06/2015.

AND WHEREAS; the said plot/s have been regularized upon payment of Development charges/Regularization expenses to and released by Nagpur Improvement Trust under the provision of Maharashtra Gunthewari Developments(Regulation, Upgradation and Control) Act, 2001 as per release letter No. 6191 dtd. 29/04/2019 and release letter No. 6192 dtd. 29/04/2019 respectively. The area of plot No. 24 as sanctioned and released by Nagpur Improvement Trust is 1343.5070 Sq. m., and the area of plot No. 25 as sanctioned and released by Nagpur Improvement Trust is 1265.0780 Sq. m. in the name of Hassina Khatoon Wd/o. Mohammad Ibrahim. It is observed that the said plot Nos. 24 and 25 have been amalgamated by Nagpur Improvement Trust as per amalgamation clubbing letter No. b-v-¼i-½/93. Dtd. 20/05/2019. The area of the amalgamated plot No. 24 and 25 is 2608.585 Sq. m.

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 a residential estate, purchased the same as per above mentioned sale deed.

AND WHEREAS; the PROMOTER, for construction of a multi stored building on the said plot, got sanction of a building Plan/permit from Nagpur Improvement Trust for construction, vide building plan/permit No. BE(WEST)/CASE No. AB-W-GO-24/Tracking Case No. 2019052189/2170/747 dated 13/06/2019 annexed herewith.

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

AND WHEREAS; the condominium to be developed and constructed on the said plot is known and styled **"CREATIVE HOMES GREENVILLA 3"** and there are two buildings to be developed and constructed namely, 1. **CREATIVE HOMES GREENVILLA 3 (WING A)** and 2. **CREATIVE HOMES GREENVILLA 3 (WING B)**, each comprising of self-contained flats/apartments.

AND WHEREAS; the said building/complex is submitted to the provisions of Maharashtra Apartments Ownership Act, 1970, by virtue of Declaration Deed duly registered in the office of the Sub-Registrar, Nagpur – 6, bearing serial/registration No. 2624/2020 dated 25/09/2020.

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 Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS; the ALLOTTEE, being desirous to own Apartment in the said building, approached the PROMOTER and requested to allot him an Apartment in the said building. 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 on which the Apartments are to be constructed have been annexed hereto.

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

AND WHEREAS; the authenticated copies of the plans and specifications of the Apartment 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 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; the PROMOTER has accordingly commenced construction of the said building/s 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 an Apartment No. _____ at _____ floor situated in the said building/project.

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

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

AND WHEREAS; prior to the execution/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 Apartment 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 Apartment 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 OF APARTMENT WITNESSETH AS FOLLOWS –

1. The PROMOTER shall construct the said building/s on the project land in accordance with the plans, 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 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 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 R.C.C. Structure consisting a residential Apartment No. _____ of the _____ type admeasuring _____ Sq. m. carpet area at _____ Floor (hereinafter referred to as "the Apartment") as shown in the floor plan thereof hereto annexed for the consideration amount of Rs. _____ /- (Rupees _____ Only), along with rights to enjoy 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.

3. The ALLOTTEE agreed to pay Rs. _____ /- (Rupees _____ Only), to the PROMOTER towards the consideration amount against the allotment/transfer of said Apartment 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 have 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) being 20% of the total consideration amount to be paid on completion of plinth work of the building in which the apartment is located.

ii. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of first floor slab of the building in which the apartment is located.

iii. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of second floor slab of the building in which the apartment is located.

iv. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of third floor slab of the building in which the apartment is located.

v. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of fourth floor slab of the building in which the apartment is located.

vi. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of fifth floor slab of the building in which the apartment is located.

vii. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of sixth floor slab of the building in which the apartment is located.

viii. Amount of Rs. _____ /- (Rupees _____ Only) being 7% of the total consideration amount to be paid on completion of seventh floor slab of the building in which the apartment is located.

ix. Amount of Rs. _____ /- (Rupees _____ Only) being 5% of the total consideration amount to be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.

x. Amount of Rs. _____ /- (Rupees _____ Only) being 5% of the total consideration amount to be paid at the beginning of finishing work of the building in which the said Apartment is located.

xi. Balance amount of Rs. _____ /- (Rupees _____ Only) to be paid at the time of handing over of the possession of the Apartment to the ALLOTTEE on or after receipt of occupancy certificate or completion certificate.

5. 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.

6. 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.

7. After completion of the work of premise under sale, the premise shall be re-measured after obtaining occupancy certificate and the carpet area shall be confirmed, however, if any variation in the carpet area is found of more than 5% then as mentioned in this agreement, the payable consideration amount shall be recalculated and in case the carpet area is found more than the ALLOTTEE shall be liable to pay additional amount for that excess area but in case the carpet area is found less than 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.

8. 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.

9. 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 30/06/2021 and hand over the premise under sale to the ALLOTTEE timely as well as the common areas to the concerned association/society of the ALLOTTEE 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.

10. The PROMOTER shall be free and at liberty to consume the full Floor Space Index (FSI) as may be permissible from time to time in respect of the project land with liberty of availing Transferrable Development Rights or FSI on payment of premium or otherwise on expectation of increased FSI in future which may be available in future on modification to Development Control Regulations as may be applicable to the said project. The PROMOTER has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project as per registration of the project and shall disclose modifications or changes in utilization of FSI. The ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only without any claim or objection by the ALLOTTEE. 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, against which the ALLOTTEE shall not make any demand, claim or objection at any time.

11. Save as otherwise provided in this agreement, if the PROMOTER fails to abide by the time schedule for completing the project and handing over the Apartment 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.

12. 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 25% by way of liquidated damages and expenses within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the ALLOTTEE to the PROMOTER which shall not be objected by the ALLOTTEE and the PROMOTER shall be free to allot/sell the said apartment to any other buyer.

13. 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 to be

provided by the PROMOTER in the said building and the Apartment as are set out in Annexure annexed hereto.

14. **Procedure for taking possession** –

14.1 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 in writing the possession of the Apartment, to the ALLOTTEE in terms of this Agreement to be taken within such period as may be deemed fit from the date of issue of such notice and the PROMOTER shall give possession of the Apartment 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. The ALLOTTEE shall take possession of the Apartment within 15 days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said Apartment is ready for use and occupancy.

15. **Failure of ALLOTTEE to take Possession of Apartment:**

15.1 Upon receiving a written intimation from the PROMOTER as per this agreement, the ALLOTTEE shall take possession of the Apartment 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 Apartment 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.

15.2 If within a period of five years from the date of handing over the Apartment to the ALLOTTEE, the ALLOTTEE brings to the notice of the 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 ALLOTTEE 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.

16. The ALLOTTEE shall use the Apartment 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 apartment or any part thereof. The ALLOTTEE shall use the garage or parking space only for purpose of keeping or parking of vehicle/s but not for any other unauthorized purpose.

17. The ALLOTTEE understands and agrees that along with other ALLOTTEE(s) of Apartments in the building 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.

17.1 The PROMOTER shall, within three months or within such time period of registration of the Society or Association or Limited Company, as aforesaid, as may be required, cause to be transferred to the society or Limited Company all the right, title and the interest of the PROMOTER/Lessor/Original Owner/PROMOTER and/or the owners in the said structure of the Building in which the said Apartment is situated which shall not be objected by the ALLOTTEE but the ALLOTTEE shall extend his full cooperation for it by signing such deeds, documents etc. as may be required and shall also pay such charges as may be required for that.

17.2 The PROMOTER shall, within three months or within such time period of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, as may be required, cause to be transferred to the Federation/Apex body all the right, title and the interest of the PROMOTER/Lessor/Original Owner/PROMOTER and/or the owners in the project land.

17.3 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE that the Apartment is ready for use and occupancy, the ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s 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 building/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 a conveyance/assignment of lease of the structure of the building 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 the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER to the Society or the Limited Company, as the case may be.

18. 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) Rs. 45,000/- for electricity transformer deposits of electrical receiving and Sub Station provided and Electricity meter as well water connection with meter.

(ii) Monthly maintenance of internal common areas, services and facilities, such as lifts, lights, cleaning, security guards, passages, staircases, water supply etc. payable to the association/society of the ALLOTTEE as may be calculated.

(iii) Stamp duty as applicable.

(iv) Registration fees as applicable.

(v) Legal expenses as applicable.

(vi) 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,

19. The ALLOTTEE shall pay to the PROMOTER such sums as may be required for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

20. At the time of registration of conveyance or Lease of the structure of the building, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEE' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEE' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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

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

21.1 The PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement 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;

21.2 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;

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

21.4 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;

21.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 shall be obtained by following due

process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

21.6 The PROMOTER 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 created herein, may prejudicially be affected;

21.7 The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

21.8 The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the ALLOTTEE in the manner contemplated in this Agreement;

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

21.10 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;

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

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

22.1 To maintain the Apartment at the ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-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.

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

22.3 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

22.4 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 and/or the Society or the Limited Company.

22.5 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.

22.6 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.

22.7 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 building in which the Apartment is situated.

22.8 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 for any purposes other than for purpose for which it is sold.

22.9 The ALLOTTEE 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 to the PROMOTER under this Agreement are fully paid up.

22.10 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 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.

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

22.12 Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

22.13 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.

22.14 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.

22.15 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.

22.16 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.

22.17 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.

22.18 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.

22.19 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.

22.20 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.

22.21 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.

22.22 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. to which the ALLOTTEE shall have no objection for such display. The electrical supply of this display shall be from common meter to be installed for the complex, however, electricity consumption charges for that purpose shall be borne and paid by the user/s. The ALLOTTEE shall not have any rights in top most open terrace.

22.23 It is understood by the ALLOTTEE 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 ALLOTTEE 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 ALLOTTEE for such variations.

22.24 It is understood and agreed by the ALLOTTEE that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joint, seepage of water is likely to occur and this will not be treated as any defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage will be borne and paid by the ALLOTTEE separately. It is also understood and agreed by the ALLOTTEE that plastered masonry and concrete are not water proof in nature and there is a chance of leakage seepage through them if exposed to rain water or any wet condition and will not be treated as defect and no compensation shall be given to ALLOTTEE for such happenings.

22.25 It is also well within the knowledge of the ALLOTTEE that heir cracks in the construction work is a very common feature caused due to specified kind of soil such black cotton etc., as such the ALLOTTEE 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.

22.26 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.

22.27 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.

22.28 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.

22.29 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.

22.30 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.

22.31 The ALLOTTEE understand that this sale transaction and consideration amount is relating to carpet area of the Apartment under sale but no consideration amount is received for any other area and the other annexed areas mentioned are only for the 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, parking etc. and the consideration amount is settled for whole Apartment under sale considering the carpet area and has 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 all such error or omission will always be subject to necessary correction by the parties hereto.

22.32 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.

22.33 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.

23. The PROMOTER shall, until society/association/company is formed, maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the 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.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The ALLOTTEE shall have no claim save and

except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, relating to the said plot only will remain the property of the PROMOTER until the said structure of the building is transferred to the Society/Limited Company or other body and until the building 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, lobbies, staircases, terraces recreation spaces, or other common areas or amenities or facilities of the project.

25. 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 on account of project loan, business loan or any other kinds of financial assistance facility availed by the PROMOTER, then the PROMOTER shall intimate the ALLOTTEE about that loan/financial assistance but 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.

26. BINDING EFFECT: Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within such days as may be given in the notice from the date of receipt by the ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTER within such days as may be given in the notice. If the ALLOTTEE(s) fails to execute and deliver to the PROMOTER this Agreement within the intimated time period by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever, subject to deduction/forfeiture by way of liquidated damages and other expenses which shall not be objected by the ALLOTTEE.

27. 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.

28. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

29. 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

30. 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.

31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

32. 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.

33. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER’s Office, or at some other place, which may be mutually agreed

between the PROMOTER and the ALLOTTEE, after the Agreement is duly executed by the ALLOTTEE and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

34. The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the parties concerned will attend such office and admit execution thereof.

35. That all notices to be served on the ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified above, however, it shall be the duty of the ALLOTTEE and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the ALLOTTEE, as the case may be.

36. 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.

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

38. 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, thereunder as far as the dispute is within the jurisdiction of that authority.

39. 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 'A' OF THE PLOT/PROPERTY REFERRED ABOVE –

ALL THAT piece and parcel of land comprising of Plot No. 24 admeasuring 0.5 X (21.775 + 17.646) X 68.162 = 1343.5070 Sq. m., and Plot No. 25 admeasuring 0.5 X (22.009 +

17.612) X 63.859 = 1265.0780 Sq. m., having total area 2608.586 Sq. m., in the layout of Basra Co. Op. Housing Society out of survey/khasra No. 95/2, 95/3, 95/4, 95/5, 95/6, 95/7, 95/8 bearing City Survey No. 269, Sheet No. 70 of Mouza – Gorewada, corresponding to municipal corporation house No. 808/B/H/24, 808/B/H/25, index No. 062039601, 062039600 respectively, Zone:10, ward No. 62, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District – Nagpur, bounded as under –

TO THE NORTH : ROAD

TO THE SOUTH : OTHER LAYOUT

TO THE EAST : PLOT NO. 26

TO THE WEST : OTHER LAYOUT

SCHEDULE 'B' OF APARTMENT/PROPERTY REFERRED ABOVE –

ALL THAT R.C.C. SUPER STRUCTURE consisting of residential Apartment No. _____ containing by admeasurements approx. _____ Sq. m. carpet area at _____ Floor of the building known as **"CREATIVE HOMES GREENVILLA (WING ___)"** on the piece and parcel of land as described in the above Schedule 'A', with rights to hold appropriate _____ % undivided variable proportionate share and interest in the said piece and parcel of land.

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

WITNESSES: -

M/S. CREATION BUILDERS & DEVELOPERS

Through its proprietor –

1. _____

_____

SHRI PANKAJ S/O. DEVRAJ DHAWAN

(THE PROMOTER)

2. _____

_____

(THE ALLOTTEE)

Drafted as per the instructions & documents of parties.

OM HARIRAMANI

ADVOCATE

"HARIRAMANI ASSOCIATES"
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