

**LEVERAGE GREEN VILLAS – PHASE - I**

**AGREEMENT OF SALE OF ROW HOUSE**

**ROW HOUSE No. \_\_\_\_\_**

**[Valued at Rs. \_\_\_\_\_/-]**

For the purpose of Valuation and Stamp Duty valued at Rs. \_\_\_\_\_/- and the fixed Stamp duty of Rs. \_\_\_\_\_/- affixed along with and Registration Fees of Rs. 30,000/- is affixed along with.

THIS AGREEMENT OF SALE is made and executed at Nagpur on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 in between:

**Leverage Homes LLP**, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its Registered Office at FF-1/2/3, Girish Heights, Kamptee Road, Sadar, Nagpur - 440001 through its Authorised Signatory and Partner Shri Aditya s/o Umesh Gupta, aged about 36 years, resident of Rajnagar, Nagpur. Occupation: Business.

Hereinafter referred to and called the “VENDOR” which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said VENDORS, their legal heirs, legal representatives, successors, administrators, assigns etc. of the FIRST PART; **(PAN No. AAHFL7745C) (LLP Identification No. AAN-1064)**

**AND**

\_\_\_\_\_, Aged about \_\_\_\_ Years,  
Occupation – \_\_\_\_\_, and \_\_\_\_\_, Aged  
about \_\_\_\_ Years, Occupation – \_\_\_\_\_, Both Resident of  
\_\_\_\_\_ **(PAN No. \_\_\_\_\_ &**  
**\_\_\_\_\_)** (Aadhar No. \_\_\_\_\_ & \_\_\_\_\_)

hereinafter called the “PURCHASER”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “PURCHASER”, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

WHEREAS, the Vendor is the legal and absolute owner of all those piece and parcel of Land bearing Khasra No. 180/2, admeasuring about 1.48 Hectares, with Occupant Class I, situated at Mouza: Wela (Harichandra), Tahsil Nagpur (Rural) District Nagpur. The said land was originally owned by Shri Bandu s/o Tukram Pisar and others who by virtue of Sale Deed dated 15th December, 2006 which is duly registered with the Office of the Sub-Registrar, Nagpur (Rural) - 7 at Sr No. 07076 - 2006 have disposed off the said property to Shri Ramesh s/o Jyotiramji Lokhande and others.

AND WHEREAS, the said Shri Ramesh s/o Jyotiramji Lokhande and others have disposed off the aforesaid property to the Vendors vide 2 (two) Registered Sale Deeds the details of which are as under:

1. 0.81 Hectares bearing Eastern Portion of Kh. No. 180/2 vide Registered Sale Deed dated 29.04.2019 executed with the Office of Sub – Registrar Nagpur (Rural) – 7 at Sr. No. 4060-2019.
2. 0.67 Hectares bearing Western Portion of Kh. No. 180/2 vide Registered Sale Deed dated 19.07.2019 executed with the Office of Sub – Registrar Nagpur (Rural) – 7 at Sr. No. 6575-2019.

AND WHEREAS, the Vendor with an intention to develop the above said property, has approached the Honorable Competent Authority i.e. the Collector, Nagpur for conversion of the aforesaid agricultural land and use the same for non-agricultural purposes and the Honorable Collector, Nagpur is pleased to convert the said land into non agricultural vide its order dated 30<sup>th</sup> June, 2021.

AND WHEREAS, the Vendor further has approached Nagpur Metropolitan Region Development Authority, Nagpur for sanction of the layout, and the NMRDA is pleased to sanction the Layout vide Letter No. E.E/NMRDA/DPC/Agree/451 dated 27th July, 2021 and has entered into Development Agreement with the NMRDA, Nagpur dated 27th July, 2021.

AND WHEREAS, the Vendor has commenced the Development works as per Drawings duly approved by the Nagpur Metropolitan Region Development Authority, Nagpur.

That, M/s. Leverage Homes LLP has further approached the NMRDA, Nagpur for release of Plots. The NMRDA, Nagpur has accordingly released Plot No. \_\_\_\_ having an area of \_\_\_\_ Sq M. vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS, the Vendor has approached Nagpur Metropolitan Region Development Authority, Nagpur for the purpose of Sanction of Building Plan on the aforesaid Plot. The Building Plan has been sanctioned by Nagpur Metropolitan Region Development Authority, Nagpur vide Building Permit No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS, the Vendor does hereby state and declare that there are no impediments attached to the said Project Land. There are no Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land.

AND WHEREAS, the Vendor is in possession of the project land and is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove;

AND WHEREAS, the Vendor has not entered into a standard Agreement with an Architect registered with the Council of Architects however, the Vendor has an oral contract with the Architect for the designing of the building and verification thereof;

AND WHEREAS, the Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority under Project Registration No. \_\_\_\_\_ on \_\_\_\_\_, 2021 and has apprised the public at large regarding the title and specifications which shall be presumed to have been communicated.

AND WHEREAS, the Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building, without prejudice his right to remove them in the event of dis-satisfaction and appointing equivalent and approved Architects and Structural Engineer;

AND WHEREAS, by virtue of the Sale Deeds, the Vendor have sole and exclusive right to sell the Plot along with the Construction thereon in the said Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Row Houses to receive the sale consideration in respect thereof;

AND WHEREAS, the Vendor has given inspection of all the documents of title relating to the project land and the plans, designs and specifications

prepared by the Vendor'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 there under at its Head Office and has supplied the copies thereof to the Purchaser. The Purchaser has, prior to the execution thereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor and satisfied themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor; The Purchaser have also satisfied themselves with the quality of the Construction, Specifications whatsoever and has agreed to accept the same or similar specifications which are more enumerated in the Agreement.

AND WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendor, authenticated copies of Property card showing the nature of the title of the Vendor to the Project Land on which the Row Houses are to be constructed have been inspected and supplied to the Purchaser. The provisions of Caveat emptor are applicable to the transaction.

AND WHEREAS, the authenticated reduced copies of the Building Plans as sanctioned and approved by the local authority have been annexed hereto with the Agreement.

AND WHEREAS, the Vendor has accordingly started the construction work of proposed Row House as per Building Plan duly sanctioned as aforesaid.

AND WHEREAS, the PURCHASER(S) being desirous to own a Row House on the said Project Land, approached the VENDOR and after due inspection and verification, have chosen to purchase Row House No. \_\_\_\_\_ in "Leverage Green Villas – Phase I".

WHEREAS, the carpet area of the said Row House 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 Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the Row House;

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 Purchaser has paid to the Vendor a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment of the sale consideration

of the Row House agreed to be sold by the Vendor to the Purchaser as advance payment (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, under section 13 of the said Act, the Vendor is required to execute a written Agreement for sale of said Row House with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908 on the purchaser making the entire payment of Stamp Duty, Registration Charges and other expenses;

AND WHEREAS, the parties hereto had due deliberations and discussions, and consequences thereof the VENDOR also accepted the proposal of the PURCHASER(S) and agreed to allot and sale said Row House to the PURCHASER(S) after completion of building as desired by PURCHASER(S), on the terms and conditions so settled and agreed in writing as under:

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

1. THAT, the aforesaid Project consists of Row Houses to be constructed by the Vendor on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

1.a The Vendors hereby agree to sell and the Purchaser(s) agrees to purchase Row House No. \_\_\_\_\_ to be constructed on land admeasuring about \_\_\_\_\_ sq. mtrs within the Scheme Popularly known and styled as '**Leverage Green Villas – Phase I**' under construction over all those piece and parcel of land bearing Khasara No. 180/2, of Mouza Wela (Harichandra), admeasuring 1.48 Hectares at Tahsil Nagpur (Rural) District Nagpur and more particularly described in the schedules, hereunder written for a Total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** payable in the manner hereinabove.

1.b **Manner of Payment**

Rs. \_\_\_\_\_/- Booking Amount received on \_\_\_\_\_.

Rs. \_\_\_\_\_/- 25% Down payment within 30 days from the execution of this Agreement

Rs. \_\_\_\_\_/- 15% Payment on Plinth

Rs. \_\_\_\_\_/- 15% Payment on 1<sup>st</sup> RCC Slab

Rs. \_\_\_\_\_/- 15% Payment on 2<sup>nd</sup> RCC Slab

|             |                                                                            |
|-------------|----------------------------------------------------------------------------|
| Rs. _____/- | 10% Payment on Brickwork                                                   |
| Rs. _____/- | 10% Payment on Plaster                                                     |
| Rs. _____/- | 9% Payment on Flooring                                                     |
| Rs. _____/- | Balance At the Time of Execution of Sale Deed/Handing over the possession. |

---

**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**

**1.c** The above mentioned total price/consideration excludes all taxes including GST (consisting of tax paid or payable by the Vendor by way of GST, and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the said Row House. The Purchaser specifically agrees to pay to the Vendor all such Taxes as and when demanded and shall always keep the Vendor indemnified against the same. The Purchaser shall pay the Water and Electricity Connection charges proportionately as may be demanded by the Authorities and shall further pay the charges for transformer and obtaining the necessary connections as may be arrived by the Vendor. It is clarified that all future impost including stamp duty, registration and all other legal expenses as may be imposed by Statute or any law shall be payable by the Purchaser. The Vendor shall issue the Receipts for the Payments so made by the Purchaser(s) by Cheque/D.D. and/or RTGS only, which shall only be deemed to be the acknowledgement of the payment received by the Vendors in consonance with this Agreement. The payment of cash if any shall not be considered as a valid payment unless signed by the Directors.

**1.d** The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Vendor and to credit the same in the appropriate account of Income Tax Department.

**1.e** 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall disclose the reasons for rise in the cost of the property.

**1.f** THAT the Vendor shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Row House with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by

the Purchaser shall be void and shall not be binding upon the Vendor.

**1.g** THAT during the period of building construction, the Purchaser with Two days advance intimation to the Vendor, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site, however shall not disturb the working at the site in any manner whatsoever.

**1.h** THAT, the Vendor shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Row House is complete and the Occupancy Certificate is granted by the Competent Authority. However the variation in the Carpet area shall not exceed 10% and the price shall be accordingly paid by the Purchaser proportionately in terms of this agreement. It is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Five percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser within 45 (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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the 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.i** That the Vendor hereby clarifies that the Ownership of the Club House and the land underneath is not the property which is subject matter of sale and the same is constructed on the personal property which is not part and parcel of the Project. The Club House is a facility to the Purchaser on the terms of Membership separately derived by the Vendor solely on pay and use basis and as such the Purchaser(s) at any point of time may not lay any claim over the same on the basis of this Agreement or the title that may be derived hereinafter in continuation to this agreement.

**1.j** The Purchaser do hereby authorizes the Vendor to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust their payments in any manner.

**2.1** THAT, the Vendor 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 Row House to the

Purchaser, obtain from the concerned local authority occupancy in respect of the said Building.

**2.2** THAT, Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Row House to the Purchaser after receiving the Occupancy Certificate. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1.b herein above. (**“Manner of Payment”**)

**3.1** If the Vendor fails to abide by the time schedule for completing the project and handing over the Row House to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor. Any delay in obtaining the Occupation Certificate shall not entitle the Purchaser(s) to any interest herein.

**3.2** That the Purchaser(s) shall pay the aforesaid installments as stipulated hereinabove strictly on the stages as mentioned above to the Vendor only. It is specifically understood and agreed by the Purchaser(s) that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and in the event of default in making delay in making the payments of 3 installments for more than a week consequently therefore this Agreement shall automatically stand terminated and cancelled ipso-facto on the Purchaser(s)’s failure to pay the above installments on due dates. It is specifically understood by the Purchaser(s) that no extension of time for the payment of any of the installments shall be granted to them by the Vendor. It is made clear that this agreement is only an offer and shall not be termed as a concluded contract till the Sale Deed is executed and no charge/mortgage whatsoever shall be binding on the Vendor till the entire amount under the agreement is paid within the stipulated period and/or possession is handed over. The right of assignment is also prohibited under the agreement unless consented by the Vendor. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to sell the said Row House to any other intending buyer or retain the same with itself without any further intimation or notice to the purchaser. It is also made very clear that any delay in securing sanction of the Housing Loan if any applied by the Purchaser(s) shall not be a ground for non-payment of the installments on due date and this agreement would not be construed as a “secured asset” unless the terms are fully complied with. The sale deed is agreed to be executed and registered after full and final settlement of accounts with the Vendor. The Purchaser shall pay the remaining consideration at the time of possession irrespective of the fact that whether the Sale Deed is executed or not. The Vendor may at its option extend the time for payment however in such circumstances the Purchaser shall liable to pay interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate or any other Rate as prescribed by the Bank plus two percent.

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their 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 Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Vendor within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh Only) plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination or resale of the said Row House whichever is earlier, the installments of sale consideration of the Row House which may till then have been paid by the Purchaser to the Vendor.

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said Row House shall be “Good Quality” as per specimen kept at the site and the issues regarding the quality and workmanship shall be directly dealt with by the Purchaser with the manufacturer.

5. The Vendor shall give possession of the Apartment to the Purchaser on or before 31<sup>st</sup> December, 2024 however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor or any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor. If the Vendor fails or neglects to give possession of the Row House to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Row House with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor shall not deliver the actual physical possession of the said Row House to the Purchaser until the entire Consideration including the charges for Legal Expenses, Stamp Duty and Registration Fees and GST, installation of Electric and Water Meters (if any), Club House Membership (if any), etc. are paid by the Purchasers in full to the Vendor hereto.

Provided further that the Vendor shall be entitled to reasonable extension of time for giving delivery of Row House on the aforesaid date, if the completion of Row House 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.

(iii) any delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate.

**6.1 Procedure for taking possession** – The Vendor upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor shall give possession of the said Row House to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Association of Purchasers, as the case may be.

**6.2** The Vendor/service provider may demand an additional subject-specific maintenance charges at such rate as may be determined by the Vendor/service provider, to take care of any major maintenance requirement of the complex such as major change of electrical wiring, major failure in electrical supply system, sewerage, water supply. Gram Panchayat Tax/Corporation Tax will be borne and paid by the Row House Owner and Club house proportionately including the respective Row House individually. The water charges and water taxes shall be borne by all the Row Houses only including the Purchaser as and when demanded by the Vendor for the common amenities.

**6.3** That the Purchaser(s) shall be entitled to pay common maintenance for the internal roads, club house, common electricity, other common amenities and water arrangements if any, which shall be fixed depending on the area of the Row House. The payment of the maintenance shall have a prior lien/charge over all the dues including the dues of the financial Institution/Bank and the same shall be carried forward to the assignee/purchaser if any if not paid by the present purchaser. The liability of making payment shall be that of the owner only.

**6.4** The Purchaser shall take possession of the Row House within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Row House is ready for use and occupancy on making the entire payment with interest if any.

**6.5** THAT the Purchaser hereby agrees not to occupy the said Row House without prior written permission of the Vendor else Purchaser shall be treated as a trespasser.

**6.6** THAT the Vendor does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses, and also upon the payment of Electricity and Water Meter Charges, if any and upon the payment of Club House Membership, if any, that may be levied and payable at the time of Registration from Purchaser, the Vendor will execute a proper Sale Deed relating to the said land and the construction thereon, in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Row House chosen by the Purchaser to the Vendor.

**6.7 Failure of Purchaser to take Possession of Apartment:** Upon receiving a written intimation from the Vendor as per clause (7.1), the Purchaser shall take possession of the Row House from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Row House to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 6.1, such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Vendor.

**6.8** THAT the Purchaser shall protect the important parts of the Row House such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Row House and not cause any damage to the structural portions. In the like manner, the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the Row House and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to keep any animal/pet in the Row House and./or shall not use the same for any commercial purposes including Clinic/Hospital or any other purposes including as a Guest House;

**6.9** If within a period of five years from the date of handing over the Row House to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Row House or any defects on account of workmanship, quality or provision of service which has affected the beneficial use of the Row House for the reasons attributed to the Vendor, then, wherever possible such defects shall be rectified by Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect is found in the proprietary items used in construction of said Row House, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls, peeling of paint, minor leakages, plumbing issues; electrical issues attributed due to short circuits, under load or overload and hair cracks on walls shall not be treated as defects. It is further clarified that any fitting, electrical, doors, sanitary items which are not constructed by the Vendor and are purchased from outside sources and are only affixed, the warranty/guarantee shall be claimed directly from the manufacturer and shall not exceed the period as assured by the Manufacturer. It is clarified that structural or any other defects shall not include painting of inside and outside walls, defects caused due to climatic conditions/rusting; passages, railings, grills, Windows, tiles (including scratches that may be caused by regular use) gardening, amusement for children, POP and other temporary fixtures if any provided in the Row House. This also shall not include the defects caused by insects or termite infections within the premises as it is for the Purchaser to ensure anti-termite treatment at regular levels considering the climatic condition of the City.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has

made modifications, changes or repairs and alterations to the Row House resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

**7.1** The Purchaser shall use the Row House or any part thereof or permit the same to be used only for purpose of residence. They shall use the garage or parking space only for purpose of keeping or parking vehicle. The Purchaser shall not be entitled to park the vehicles on the road in the layout in any circumstances.

**7.2** THAT it is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on any exterior part of Row House proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall neither pay, nor shall the purchaser demand any rent etc. for any signs displayed by the Vendor. However it is clarified that the Purchaser shall not be entitled to display any board, sign or banner except the name plate outside his Row House.

**8.1** THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners inter se, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder. This agreement shall form part and parcel of the sale deed and all the terms herein shall be deemed to be binding on the purchaser(s)

**8.2** THAT the available open space, the common areas and common facilities as may be provided in the said Layout shall be of common use of all the Row House and Apartment Owners and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Row House Owners.

**8.3** Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Row House is ready for use and occupancy, the Purchaser shall be liable to bear and pay his/her/their share of outgoings in respect of the said Row House, namely local taxes viz. Gram Panchayat Tax, Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government.

## **9. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:**

The Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Vendor 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; The Purchaser has however satisfied themselves with the title and is aware that the principles of caveat emptor are applicable to the transaction.
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain further

requisite approvals from time to time to complete the development of the project as may be revised which is consented by the Purchaser;

- iii. There are no litigations pending before any Court of law with respect to the project land or Project;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Row House 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 Row House shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Row House and common areas;
- v. The Vendor 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 Purchaser created herein, may prejudicially be affected; It is however made clear that the right of the Purchaser is subject to compliance of the conditions and payment terms and not otherwise.
- vi. The Vendor 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 Row House which will, in any manner, affect the rights of Purchaser under this Agreement;
- vii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Row House to the Purchaser in the manner contemplated in this Agreement;
- viii. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.
- ix. The Vendor 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 till the date of completion of the said project.
- x. 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 Vendor in respect of the project land and/or the Project except those disclosed in the title report.

- 10.** The Purchaser with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :-
- i. To make timely payments to the Vendor at all times in terms of the Agreement and not to obstruct the further construction in any manner whatsoever.
  - ii. To carry out inspections at regular levels with due appointment of the Vendor and inform the defects if any to the Vendor failing which it shall be presumed that the Purchaser have waived their right to get the said defects cured after 15 days thereof and in the event of failure to do so, it shall be presumed that the Purchaser has waived its right.
  - iii. Has consented for modifications beneficial for the use of the Row Houses and areas thereto without affecting the area of the Row House sold exceeding 10% of the carpet area.
  - iv. To pay proportionately for the additional carpet area if any and also vice versa.
  - v. To maintain the Row House at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Row House is taken on complying all the conditions if any and shall not do or suffer to be done anything in or to the Row House which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Row House without the consent of the local authorities, if required.
  - vi. The Purchaser hereby specifically agrees with the Vendor that even after taking over the actual possession of the Row House chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Row Houses in the said Project and keeping building materials on the available open land.
  - vii. Not to store in the Row House any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Row House.
  - viii. To carry out at her/his own cost all internal repairs to the said Row House and maintain the Row House in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the Row House 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
  - ix. Not to demolish or cause to be demolished the Row House or alter 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 Row House or any part thereof, nor any alteration in the elevation (including covering of Balconies and/or Terraces) and outside colour scheme of the Row House and shall

keep the portion, sewers, drains and pipes in the Row House 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 Row House 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 Row House without the prior written permission of the Vendor.

- x. THAT, THE PURCHASER(S) shall not throw any garbage, dirt or water on the open space, nor shall use the balconies, if any, for washing and/or urinating to the annoyance of the other owners/occupants and shall extend every co-operation that is essential to maintain harmony and peaceful enjoyment of the Row Houses, without any reservation. He/She/They shall abstain from doing any act or thing which may cause inconvenience or nuisance to other owners/occupants. The Purchaser(s) shall ensure that the Visitors to their Row House park the vehicles in the orderly manner and the Purchaser(s) also adopt the same norms and she shall not obstruct the ingress and egress of the other occupiers. The PURCHASER(S) shall not occupy the said Row House without obtaining possession letter from the VENDOR and in case of the PURCHASER(S) occupying the said Row House without such possession letter, the possession and occupation of PURCHASER(S) will be illegal and unauthorized.
- xi. Barring the penalties, fines prescribed elsewhere in this document, an Row House owner or anybody claiming through or under them shall be liable for the penalties for the breach of any of the terms of this, Agreement of Sale, Sale deed, these penalties may be in form of monetary consequences and it may also lead to all or any of the following adverse consequences –
  - a) Non-providing of general services/facilities;
  - b) Disconnection of water supply, sweeping services, and utilization of common facilities which may be practicably possible and feasible, refusal to provide information at security counter about the visitors of Apartment Owners or to the visitors / guests;
  - c) Displaying and publishing the names of such defaulters on the notice board of and if necessary, to the media.
  - d) Blocking of allotted car parking area and non permitting any of the vehicle in building complex.
- xii. Not to do or perform any activity, which will result in damages to the Common area of the Project. The Purchaser shall not be entitled to keep the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- xiii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land or whereby any increased premium shall become payable in respect of the insurance.
- xiv. Pay to the Vendor within fifteen days of demand by the Vendor, their 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.

- xv. 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 Row House by the Purchaser for any purposes other than for purpose for which it is sold.
- xvi. The 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 Row House until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- xvii. Shall pay the maintenance regularly and shall be entitled to disconnection of the essential amenities in the event of default of making payment of maintenance for 3 months.
- xviii. That all the obligations set in the agreement shall equally apply to any occupier or tenant on behalf of the Purchaser.
- xix. Shall pay all electricity, water and other charges in time.
- xx. Shall not cause any thing which may cause nuisance to the adjoining occupier and in the event of any such complaint the decision of the Vendor shall be binding on the Purchaser(s).

**11.** The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which it has been received.

**12.** THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such misstatement, error omission will always be subject to correction by the parties hereto.

**13.** After the Vendor executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Row House. However similarly the Right of the Vendor shall not be affected in the event of default committed by the Purchaser and this shall not dilute the right of the Vendor to cancel the Agreement in the event of breach of the terms. It is clarified that this agreement shall not be construed as a "secured asset" within the meaning of SARFAESI Act or any other law for the time being and is an unconcluded contract and the right of the mortgagor if any shall be restricted to refund of principal amount so paid directly with the consent of the Vendor after deductions whatsoever as enumerated in the agreement.

**14. BINDING EFFECT:** Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

**15. 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.

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

**17. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS:** 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 Scheme shall equally be applicable to and enforceable against any subsequent Purchasers of the Row House, in case of a transfer, as the said obligations go along with the Row House for all intents and purposes.

**18. 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.

**19. 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.

**20. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendor 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.

**21.** The Purchaser and/or Vendor shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such Office and admit execution thereof.

**22.** That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses mentioned in the Agreement. It shall be the duty of the Purchaser and the Vendor 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 Vendor or the Purchaser, as the case may be.

**23. JOINT PURCHASERS:** In case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Purchasers.

**24. STAMP DUTY AND REGISTRATION :** All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchasers.

**25. DISPUTE RESOLUTION:** That in case of any dispute being raised by the Purchaser(s) as to the area, workmanship or any other issue, and a letter to that effect shall construe itself to be a dispute raised and in such circumstances, the matter/dispute shall be referred to the Arbitration of M/s. A. Kumar and Associates, Advocates, 201, Laxmi Apartments, Civil Lines, Nagpur, which shall be final and binding on all the parties. The Arbitrator will have the authority and power to - (A) Interpret the term of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Apartments/Blocks, (C) To settle the complaints regarding construction etc. That in view of this Agreement regarding Arbitration the Parties hereto specifically agree not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission, Tribunal under RERA, etc. without first availing the Arbitration proceedings. The original of this agreement shall remain with the Purchaser(s) and the photocopy thereof will be kept by the Vendor. In case of failure to settle the dispute as aforesaid, then it 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.

**26. GOVERNING LAW:** 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 Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

**27.** THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

**FIRST SCHEDULE ABOVE REFERRED TO**

**SCHEDULE – I**  
**(Description of Total property)**

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

WITNESS :

**LEVERAGE HOMES LLP**  
Through its Partner  
SHRI ADITYA GUPTA,  
VENDOR

PURCHASER(S)