LEVERAGE GREEN VILLAS - Skyview
PLOT NO. 40

AGREEMENT OF SALE OF APARTMENT

[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. _____/- is affixed along with.

THIS AGREEMENT OF SALE is made and executed at Nagpur on this _____ day of _____, 2022 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 37 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 22nd November, 2006 which is duly registered with the Office of the Sub-Registrar, Nagpur (Rural) - 7 at Sr No. 07076 – 2006 on 15th December, 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 30th 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 Assistant Engineer – I (South), Nagpur Metropolitan Region Development Authority, Nagpur vide its Letter No. AE –I/NMRDA/South/608 dated 04th August, 2021.

AND WHEREAS, the Vendor has further approached the Nagpur Metropolitan Region Development Authority, Nagpur, for release of Plots. The Nagpur Metropolitan Region Development Authority, Nagpur has accordingly released Plot No.40 having an area of 2403.451 Sq M. vide Letter No. AE-I/(NMRDA)/South/836 dated 03.06.2022.

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. BE(NMRDA)/South/Nagpur(Rural)/No. 20076/2022060983/2727 dated 28/7/2022.

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. The said Project Land is freehold property and presently for establishing title, no separate permission is required to be obtained from Government or any other Authority;

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. P50500046620 dated 25.08.2022 and has appraised 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 building 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;

WHEREAS, by virtue of the Sale Deeds, the Vendor have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Vendor on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS, the Vendor have executed the Deed of Declaration as required under the provisions of Maharashtra Ownership of Apartments Act, 1970 registered duly with the Office of the Sub-Registrar Nagpur (Rural) - 10 at Serial No. 5124-2022 executed on 12.09.2022.

AND WHEREAS, the Vendor has accordingly started the construction work of proposed Multi-Storied building as per Building Plan duly sanctioned as aforesaid AND the said Multi-storied proposed building is popularly known as Leverage Green Villas - Skyview.

AND WHEREAS, the PURCHASER(S) being desirous to own a Flat/Apartment in the said Multi-Storied building, approached the VENDOR and after due inspection and verification, has chosen to purchase Flat No. _____ on the _____ Floor of the building “Skyview” together with undivided proportionate variable share of _____% in land i.e. Plot No. 40.

WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser 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 thereunder at it’s Head Office and has supplied the copies thereof. 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 herself/himself/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 other information or disclosure to be required from the Vendor. The Purchaser has also satisfied himself/herself/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

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 Apartments 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 Plan as sanctioned and approved by the local authority have been annexed hereto with the Agreement.

WHEREAS, the carpet area of the said Apartment is _____ square meters, and Carpet Area of Open Balcony is _____ square meters and" Carpet Area" means the net usable floor area of an apartment including internal walls (however excluding the area of the building covered by the external walls not falling part and parcel of the usable 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 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;

WHEREAS, prior to the execution of these presents, the Purchaser has paid to the Vendor a sum of Rs. _____ only), being part payment of the sale consideration of the Apartment 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, 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 Flat/Apartment 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 one Multi Storied Building 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 Flat No.___ on____Floor in the Building Leverage Green Villas – Skyview together with undivided proportionate variable share of _____% of Plot No. 40 admeasuring about 2403.451 square meters within the Scheme Popularly known and styled as "**Leverage Green Villas – Skyview"** 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 Vide Cheque No._____ Dated _____ Drawn on _____.

Rs. _____/- 10% Down payment within 30 days from the date of Booking

Rs. _____/- 10% Payment on Plinth

Rs. _____/- 4% Payment on 1st RCC Slab

Rs. _____/- 4% Payment on 2nd RCC Slab

Rs. _____/- 4% Payment on 3rd RCC Slab

Rs. _____/- 4% Payment on 4th RCC Slab

Rs. _____/- 4% Payment on 5th RCC Slab

Rs. _____/- 4% Payment on 6th RCC Slab

Rs. _____/- 4% Payment on 7th RCC Slab

Rs. _____/- 4% Payment on 8th RCC Slab

Rs. _____/- 4% Payment on 9th RCC Slab

Rs. _____/- 4% Payment on 10th RCC Slab

Rs. _____/- 4% Payment on 11th RCC Slab

Rs. _____/- 4% Payment on 12th RCC Slab

Rs. _____/- 4% Payment on 13th RCC Slab

Rs. _____/- 4% Payment on 14th RCC Slab

Rs. _____/- 4% Payment on 15th RCC Slab

Rs. _____/- 4% Payment on 16th RCC Slab

Rs. _____/- 4% Payment on 17th RCC Slab

Rs. _____/- 4% Payment on Brickwork

Rs. _____/- 4% Payment on Plaster

Rs. _____/- 3% 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 Apartment. 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 Partners.

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 Apartment 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. The Architect/Interior whatsoever if any shall be appointed by the Purchaser only after handing over the possession strictly for carrying out the interiors without affecting the structure and exteriors of the building.

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. The stage of construction is being notified on the notice board affixed on the site and all such objections if any to the workmanship shall be brought to the knowledge of the Vendor at the level it exists viz. if there are any issues relating to construction on first floor, the same shall be brought to the notice during the period of construction of the said floor only and once the builder commences the construction of the subsequent floor, the objections if any shall not be entertained and shall stand waived.

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 Apartment is complete and the Occupancy Certificate is granted by the

Competent Authority. However the variation in the Carpet area shall not exceed 3% 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. 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 Amenity Space 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 Apartment to the Purchaser, obtain from the concerned local authority occupancy in respect of the said Apartment.

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 Apartment to the Purchaser after receiving the Occupancy Certificate or the Completion Certificate as the case may be. 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")** The time period however shall be relaxed or extended in the event of any force majeure event or change of law, for which the Purchaser shall not be entitled to any compensation.

3. The Vendor hereby declares that the Basic Floor Space Index available as per Sanctions as on date in respect of the Project Land is 12,920.960 sq meters. Out of the total available FSI of 12,920.960 sq meters, the Vendor has proposed to utilize 10,461.813 sq meters on the Project Land.

4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment 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.

4.2 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 Apartment 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 Apartment whichever is earlier, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor.

4.3 That the Layout consists of Open Spaces and Amenity spaces. The road is common for the ingress and egress of the Layout and the other adjoining Layouts of the Vendor and Group Companies. That the Purchaser(s) shall be legally entitled to pay maintenance at the rate of Rs. 5 per sq.ft. payable from the date of possession for the maintenance of roads, common electric supply, sewerage, STP, Open Spaces and Common amenities spaces. The said amount is payable is tentative and the same shall be decided on actuals.

4.4 That the Club House facility is provided in the Layout, and it is on Use and Pay Basis. The Purchaser(s) shall have no legal right over the said facility which may be abandoned by the Vendor at any point of time. The same shall be conferred upon the Purchaser(s) and other adjoining layout owners by way of Membership, which shall be at the discretion of the Vendor. Right to entry in the said Club house is reserved.

4.5 It is made clear that there is a Row House Scheme in the same Layout and they shall have right over the common amenities and facilities, with all rights of ingress and egress of the Layout Roads.

4.6 That the Vendors and their Group Companies are also the owners of adjoining lands on which other layouts and schemes are in process and as such the Roads of the layout shall be common for ingress and egress to the said layouts which shall not be obstructed in any circumstances.

4.7 That the Vendors at it's discretion may club all the layouts together for the purpose of maintenance at it's own choice which shall not be opposed by the Purchaser(s).

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said Apartment 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.

6. The Vendor shall give possession of the Apartment to the Purchaser on or before 31st December, 2026 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 Apartment 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 Apartment with 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 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 Apartment 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. The Purchaser shall also pay proportionate charges for STP, Water Tank, Transformer and other common amenities.

Provided further that the Vendor shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of the Building in which the Apartment is to be situated is delayed on account of:

(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
(iii) any delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate.
(iv) Pandemic or Epidemic

7.1 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 Apartment 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.

7.2 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 Apartment Owner. The water charges and water taxes shall be borne by all the Apartments owners only including the Purchaser, as and when demanded by the Vendor for the common amenities.

7.3 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 Apartment. 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.

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

7.5 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else Purchaser shall be treated as a trespasser.

7.6 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 Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold 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 Apartment chosen by the Purchaser to the Vendor. That the undivided share enumerated in this Agreement is calculated on the tentative basis and shall be subject to change, which shall be correctly enumerated in the Sale Deed after the Vendor has availed and utilized the entire F.S.I.

7.7 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However, the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance. The proportionate undivided share shall vary in the event the FSI of the Building is enhanced by the Local Authority before completion of the Building.

7.8 **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 Apartment 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 Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause 7.1, such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Vendor and all other charges, including taxes as applicable, to the Vendor or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association and Competent Authorities, which shall remain binding upon the Purchaser.

7.9 THAT the Purchaser shall not cause any damages to the structural design of the building; such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment 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 building 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 put pots (Kundi)/Plants etc. in the open passage / lobby and on the parapet walls of the balcony. The Purchaser shall not be entitled to keep any animal/pet in the Apartment and./or shall not use the same for any commercial purposes including Clinic/Hospital or any other purposes including as a Guest House/Service Apartment;

7.10 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, except caused by normal wear and tear; then, wherever possible such defects shall be rectified by Vendor at his 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 found in the proprietary items used in construction of said Apartment, 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 and such hair cracks shall not be treated as defects. It is further clarified that any fitting, electricals, 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 and outside the building. 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 Apartment resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Apartment 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.

8.2 THAT it is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on any exterior part of Apartment 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 Apartment and his name on the common list if any provided by the Vendor at the entrance/lobby space.

9.1 That the Vendor has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and his successors in title.

9.2 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 interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building 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 Owners.

9.4 The Vendor shall, within three months of executing the sale deed and handing over the possession of the entire property cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.5 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Gram Panchayat Taxes, Cess, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined by the Vendor. The Purchaser further agrees that till Charges are fixed, the Purchaser shall pay provisional monthly contribution of Rs. 5.00 per sq.ft of the carpet area towards the outgoings as per the area enumerated in the agreement. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with Vendor until handing over the management of the said Building to the Association of Apartment Owners.

10. 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 encumbrances upon the project land or the Project; and if any, the same shall be cleared before the execution of the Sale deed.

iv. There are no litigations pending before any Court of law with respect to the project land or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Apartment 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 Apartment 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, Apartment and common areas;

vi. 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.

vii. 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 Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

x. After the execution of the Sale Deed of the Apartment in favour of the Purchaser, Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners as enumerated herein;

xi. 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.

xii. 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.

11. 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 Apartments and areas thereto without affecting the area of the Apartment sold exceeding 3% of the carpet area.

iv. To pay proportionately for the additional carpet area if any and also vice versa.

v. To maintain the Apartment at the Purchaser's own cost in good and tenable repair and condition from the date of possession of the Apartment is taken on complying all the conditions if any and shall not do or suffer to be done anything in or to the Apartment which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Apartment 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 Apartment 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 Apartments in the said Project and keeping building materials on the available open land.

vii. 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 Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

viii. 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 Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside color 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 Vendor and/or the Association of the Apartment Owners.

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 Apartments, 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 Apartment park the vehicles in the orderly manner and the Purchaser(s) also adopt the same norms and he/she/they shall not obstruct the ingress and egress of the other occupiers. The

PURCHASER(S) shall not occupy the said Apartment without obtaining possession letter from the VENDOR and in case of the PURCHASER(S) occupying the said Apartment 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 Apartment 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.

xii. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping 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 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.

xiv. 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.

xv. 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.

xvi. 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 Purchaser for any purposes other than for purpose for which it is sold.

xvii. 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 Apartment until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.

xviii. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners 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.

xix. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xx. 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.

xxi. That all the obligations set in the agreement shall equally apply to any occupier or tenant on behalf of the Purchaser.

xxii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor shall bear and pay the proportion of regular Maintenance Charges payable for such unsold Apartments.

xxiii. Shall pay all electricity, water and other charges in time.

xxiv. 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 Association or the Vendor shall be binding on the Purchaser(s).

xxv. Shall not use the premises for any other purpose other than assigned and shall not keep any pet or animal in the building unless consented by 3/4th majority of the occupiers in the building. However in the event of the objection raised by adjoining flat owner in respect of any such nuisance, the Purchaser(s) shall forthwith remove the said animal/pet from the said apartment.

12. 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.

13. Nothing contained in this Agreement is intended to be nor shall be construed as demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him subject to making timely payments and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned. That the right of the Purchaser(s) shall not exceed except to the right to refund of the purchase price without any interest in the event of any disagreement or dis-satisfaction expressed by the Purchaser(s) after deduction of Stamp Duty, maintenance payable if any and damages equivalent to 5% of the amount paid.

14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

15. 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.

16. 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 Apartment. 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.

17. 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.

18. 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, as the case may be.

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

20. 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. It is made clear that the outstanding dues if any payable by the Purchaser(s) shall be recovered from

the Assignee(s)/subsequent purchaser and he shall not be absolved from the same.

21. 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.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the said Project as it exists and as may be revised and enumerated in the Sale Deed which shall be final.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. **DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. The jurisdiction of all other courts shall be ousted, however the parties mutually agree to first refer the matter to Arbitration. The Arbitrator shall be appointed by the Vendor, and his decision shall be final. The cost of Arbitration shall be borne equally by the parties.

30. 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.

31. 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)

All that Land **admeasuring 2,403.451 sq. meters** bearing **Plot No. 40** sanctioned Scheme Popularly known and styled as **"LEVERAGE GREENS VILLAS - Skyview"** under construction, out of All that piece and parcel of

land bearing Khasara No. 180/2, P. H. No. 53, Class - I of Mouza Wela (Harichandra), admeasuring 1.48 Hectares, situated at Mouza - Wela (Harichandra), within the limits of Gram Panchayat Wela (Harichandra), Tahsil and District Nagpur and which is bounded as under:-

ON THE EAST	: -	Kh no. 177
ON THE WEST	: -	Open Space/12 M Road/ Plot 41.
ON THE NORTH	: -	Amenity Space
ON THE SOUTH	: -	Kh no. 183

SECOND SCHEDULE ABOVE REFERRED TO

_____is a _____ facing residential family unit comprising of _____ rooms. The areas of the said flat are as under:

Sr No.	Particulars	Area in sq.mtrs
1.	Built Up Area (as per Sanctioned Map)	
	Built up Area of the Flat (Excluding Balcony Area)	
2.	Carpet Area	
	Carpet Area of the Flat	
	Carpet Area of Open Balconies	
3.	Balcony Area	
	Open Balcony Area	
4.	Undivided Proportionate Share in Land (Variable)	

The said flat has a share in the common areas such as Lobby (Sanctioned in Built up Area) / Staircase/Parking and all common areas etc. The boundaries of the said Flat are as under:

North :
South :
East :
West :

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)