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AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (hereinafter called the "**AGREEMENT**") is made and executed at **NAGPUR** on This DATE-DAY-YEAR comes here,

BY AND BETWEEN

COMPANY NAME HERE (CIN HERE), a company incorporated under the provisions of the companies Act (1956/2013), hereinafter referred to as the "**COMPANY**", having its registered corporate office at **JAGAT PLAZA, F-101, Law College Square, Amravati Road, NAGPUR – 440010**, represented by its director **Shri DIRECTOR NAME HERE** (Aadhar number OF DIRECTOR), hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

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AND

Shri. ALLOTTEE NAME HERE (Aadhaar number OF ALLOTTEE), son/daughter/ husband/wife of **GURDIAN NAME HERE**, aged about **AGE OF ALLOTTEE**, residing at **ADDRESS OF ALLOTTEE**, hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

The ALLOTTEE/S and PROMOTER shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.

WHEREAS by an Agreement/Conveyance DATE-DAY Of said Agreement and executed between NAME of PREVIOUS LAND OWNER of the One Part (hereinafter referred to as " **THE VENDOR**") and the PROMOTER of the Other Part, the Vendor agreed with the PROMOTER for the absolute sale to the Promoter of an immovable property being piece or parcel of freehold land bearing Survey no. 123 lying and being survey no. at 123 in the Registration Sub-District of NAGPUR admeasuring 1234 square meters or thereabouts more particularly described in the **SCHEDULE-1** hereunder written (hereinafter referred to as **"The Project Land"**);

AND WHEREAS the Promoter is entitled and enjoined upon to carry out development on The Project Land in accordance with the recitals herein above;

AND WHEREAS the Promoter has floated the ownership scheme on the said land under the name and style of **NAME** OF PROJECT HERE (hereinafter referred to as **"The Said Project"**) comprising of various residential plots (hereinafter referred to as **"Plots"**);

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the Project Land on which the Said Project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Plots in the Said Project and is fully competent to enter into Agreement/s with the Allottee/s, lessee, mortgagee, of the Plots and to receive the sale price in respect thereof;

AND WHEREAS the Allottee/s has/have applied for purchase of a Residential Plot bearing number 123 having area of 1234 square meters i.e. 5678 square feet, or

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thereabouts more particularly described in the **SCHEDULE-2** hereunder written (hereinafter referred to as **"The Said Plot"**), in the Said Project;

AND WHEREAS the Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title & development plan relating to the Said Project. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing their own attorney/advocate and to ask any queries they have regarding the marketable tittle and rights and authorities of the Promoter. The Allottee/s have satisfied themselves in respect of marketable title and rights and authorities of the Promoter herein. That the Allottee/s have given their specific confirmation herein that responsibility of title of the Said Land be on the developer up and until the conveyance of the Said Project and the Said Land thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Said Project is to be developed have been annexed hereto and marked as **ANNEXURE 'A'** and **'B'**, respectively;

AND WHEREAS the authenticated copies of the plans of the Layout of the Said Project as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE 'C'**;

AND WHEREAS the authenticated copies of the plans and specifications of the Said Plot agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE 'D'**;

AND WHEREAS the Promoter has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, of the Said Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Release Letter of the Said Project;

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and upon due observance and performance of which only the Release Letter in respect of the Said Project shall be granted by the concerned local authority;

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while developing the Said Project has accordingly commenced development of the same;

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AND WHEREAS the Allottee/s has agreed to purchase the Said Plot based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/s strictly;

AND WHEREAS the Allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project which are contrary to the prevalent laws/rules/regulations under which sanctioned plans have been given shall not be binding on the Allottee/s and that the Allottee/s shall not hold the developer responsible for the such contrary conditions;

AND WHEREAS the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at NAGPUR on DATE OF REGISTERATION HERE under registration no REGISTERATION NUMBER HERE have been annexed and marked as **ANNEXURE 'E'**;

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee/s, the Said Plot at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing;

AND WHEREAS the Allottee/s prior to execution of these presents has paid to the Promoter a sum of **Indian Rupees 123456** (₹ 12345) only, being part payment of the sale price of the Said Plot agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Said Plot as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein;

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 the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the Said Plot in favor of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents;

AND WHEREAS notwithstanding anything stated in any other document / allotment / letter given or communicated with the Allottee/s by the Promoter or any of Promoter's representative – including employees and/or third party sales/channel agent/s and/or partner/s – any time prior, this Agreement shall be considered as the only document and its condition shall be read as the only

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conditions valid and basis for which the Said Plot in the Said Project is agreed to be sold to the Allottee/s;

AND WHEREAS that the Allottee/s has/have not given any third party any rights to enforce this Agreement unless the Said Plot is transferred to them;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS SET FORTH IN THIS AGREEMENT, THE SUFFICIENCY AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Interpretation:

In this Agreement, unless the context otherwise requires,

i. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

ii. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

iii. references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

iv. the headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

v. any reference to any period of time shall mean a reference to that according to Indian standard time;

vi. any reference to day shall mean a reference to a calendar day;

vii. references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Nagpur are generally open for business;

viii. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

ix. "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

x. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

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xi. references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;

xii. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence.

xiii. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.0 DEVELOPMENT OF THE PROJECT:

THAT, the Promoter shall construct the Said Project consisting of 123 residential plots on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations and modifications which may affect the Said Plot of the Allottee/s except any alterations or additions or modifications in the sanctioned and layout plans which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force.

It is further agreed between the parties that if at the time of any such modification/addition/variation being carried out by the direction or order of the concerned development authority **the area of the plot is increased**, the Allottee/s may opt to continue with this Agreement in the following ways:

(1) The Allottee/s may retain the plot on payment of additional consideration for the increased area on pro-rata basis.

(2) The Allottee/s may opt out of the agreement and in that case the Promoter shall refund the entire consideration (without interest) received from the Allottee/s without holding any amount thereof within a period of 180 days from the date on which the Allottee/s notifies the Promoter of his intention to cancel this Agreement.

Similarly, if at the time of any such modification/addition/variation being carried out by the direction or order of the concerned development authority **the area of the plot is reduced**, the Allottee/s may opt to continue with this Agreement in the following ways:

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(1) The Allottee/s may retain the plot and shall receive back the additional consideration from the Promoter on pro-rata basis.

(2) The Allottee/s may opt out of the Agreement and in that case the Promoter shall refund the entire consideration (without interest) received from the Allottee/s without holding any amount thereof within a period of 180 days from the date on which the Allottee/s notifies the Promoter of his intention to cancel this agreement.

Promoter may also make such minor additions and iterations as may be required by the Allottee/s.

2.0 CONSIDERATION AND PAYMENT SCHEDULE:

2.0.1 THAT, the Allottee/s hereby agrees to purchase from the Promoter and the Promoter herby agrees to sell to the Allottee/s the Said Plot (thereabouts more particularly described in the **Schedule-2)** admeasuring **1234** square meter or **1234** square feet for a total consideration of **Indian Rupees Amount in Words** (₹ 12345) hereinafter referred to as the "**Total Consideration Price"**, calculated at the rate of **Indian Rupees 123456** (₹ 12345) **per square feet** or ₹ **Indian Rupees 123456** (₹ 12345) **per square meter**.

2.0.2 THAT, **RUPEES Amount in Words** (₹ 12345/-) has been received from the PROSPSECTIVE BUYER as **EARNEST MONEY DESPOIT** (EMD) by the PROMOTER, by the medium of **ABCD (12)** individual cheque drawn on the Allottee/s' account with **BANK NAME** HERE, Nagpur. The same was paid in the following manner:

a. DETAILS OF PAYMENT/INSTALMENTS
b. DETAILS OF PAYMENT/INSTALMENTS
c. DETAILS OF PAYMENT/INSTALMENTS

The Price overall has been arrived and agreed upon keeping in mind the promise of the Allottee/s to make the payments as mentioned above in a timely manner.

2.0.3 THAT, the remaining payment of **INDIAN RUPEES Amount here in Words** (₹ **12345**/-) shall be paid – **manner of payment here**, or thereabouts more particularly described in the **SCHEDULE-3** hereunder written, hereinafter referred to as the "**PAYMENT SCHEDULE"**.

2.0.4 THAT, The Total Consideration Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay, due to

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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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The promoter may charge the Allottee/s separately for any upgradation/ changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.0.5 THAT, the Allottee/s agrees and understands that timely payment towards purchase of the SAID PROPERTY as per payment plan described in the **SCHEDULE-3** hereto is the essence of the Agreement and it is the sole responsibility of the Allottee/s to maintain an adequate balance in his bank account to honor the payment each month. Any dishonored cheque(s) / payment(s) / obligation(s) will attract a non-negotiable penalty charge of **RUPEES ONE THOUSAND ONLY** (₹ 1,000/-) for each of such default and may attract suitable legal action under applicable law.

The Allottee/s has handed over the postdated Cheques of the instalments towards the payment of balance consideration at the time of execution of this agreement. The Allottee/s hereby authorizes the Promoter to present the Cheques on the dates as have been mentioned therein without giving any prior notice or intimation to the Allottee/s. The Allottee/s further authorize the Promoter to fill in the blanks in the Cheques before the same is presented for payment.

2.0.6 THAT, The Allottee/s will have to pay any such dishonored cheque(s) / payment(s) / obligation(s) along with appropriate penalty charges within **FIVE** (5) business days from the date of respective dishonor and it shall be his/their sole responsibility to deliver such cheque/demand draft/or any other medium of payment to the Company's registered office, in person, failing which interest shall be applicable on the delayed payment with the interest as per State Bank Of India highest marginal cost of lending plus TWO (2) per centum (%) per annum on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment.

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The Promoter further reserves the right to initiate appropriate proceedings against the Allottee/s for the dishonor of the instalment Cheques and the Allottee/s shall be liable towards costs, charges and expenses of the said proceedings.

3.0 TERMINATION & LIQUIDATED DAMAGES:

3.0.1 THAT, without prejudice to the right of Promoter to charge interest or penalty as stated in sub-para **2.0.5** & **2.0.6** above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the PROMOTER under this Agreement (including his/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing **TWO** (2) defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement; Provided that, Promoter shall give notice of **FIFTEEN** (15) calendar days in writing to the Allottee/s, by registered Post AD at the address provided by the Allottee/s and electronically at the e-mail address provided (if any) by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any administrative expenses and liquidated damages of **TWENTY PER CENTUM** (20%), of the total amount paid by the Allottee/still date and any other expenses incurred by the Promoter for Said Plot as requested by the Allottee/s or any other amount which may be payable to Promoter) within a period of **SIXTY** (60) calendar days of the termination and the Promoter herein shall be entitled to deal with the Said Plot with any other prospective buyer/s. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this Agreement. In case the Promoter is required to file or defend any suit/proceedings at the instance of the Allottee/s, the cost of the same shall be borne by the Allottee/s.

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The parties hereto agree that time is the essence of contract and any prolonged and/or willful delay in payment towards the payment of balance consideration by the Allottee/s shall make this contract voidable at the option of the Promoter.

3.0.2 THAT, for whatsoever reason if the Allottee/s herein, **without any default or breach on his/their part**, desire to terminate this Agreement in respect of the Said Plot then, the Allottee/s herein shall issue a prior written notice and deliver it to the Company's registered address, in person by the Allottee/s, along with a copy of this Agreement and any other related/relevant document/s, to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Plot with other prospective buyers with immediate effect.

After receipt of such notice of intention to terminate this Agreement the Promoter shall issue a **FIFTEEN (15)** days' notice in writing calling upon him/her/them to execute and register **Deed of Cancellation**, at earliest.

Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to adjustment and recovery of any administrative expenses and liquidated damages of **TEN PER CENTUM (10%)**, of the total amount paid by the Allottee/s till date and any other expenses incurred by the Promoter for Said Plot as requested by the Allottee/s or any other amount which may be payable to Promoter, within a period of **SIXTY (60)** calendar days from the execution and registration of Deed of Cancellation.

3.0.3 THAT, it is specifically agreed between the parties hereto that, if the transaction in respect of the Said Plot between the Promoter and Allottee/s herein terminated as stated in sub-para **3.0.1** and **3.0.2** herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the Said Plot, shall stands automatically cancelled and either party Have no right, title, interest or claim against each other except as provided hereinafter.

In case of automatic cancellation of this agreement, **TWENTY PER CENTUM (20%)** of the entire amount paid by the Allottee/s shall stand forfeited. The Allottee/s shall not be entitled to claim any rights, title and interest in pursuance of this agreement.

3.0.4 THAT, the Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Schedule including waiving the payment of interest for delayed

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payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s .

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

4.0 TIME IS ESSENCE:

THAT, Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the said Plot to the Allottee/s after receiving the Release Letter or the completion certificate or both, as the case may be. However if the Said Project could not be completed due to any reason which is beyond the control of the Promoter, the time for completion shall be deemed to be extended till such circumstances prevail.

Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/them and meeting the other obligations under the Agreement.

5.0 MODE OF PAYMENT:

THAT, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/ c Payee cheque / demand draft or online payment (as applicable) in favor of **'COMPANY NAME HERE'**.

6.0 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

THAT, the Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/them under any head(s) of dues against lawful outstanding, if any, in his/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

7.0 OBSERVATION OF CONDITIONS IMPOSED BY COMPETENT AUTHORITY:

THAT, the Promoter 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, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion

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Certificate or anytime thereafter. The Promoter shall before handling over possession of the Said Plot to the Allottee/s herein, obtain from the concerned planning / local authority / development controlling authority occupation and/or completion certificate in respect of the Said Plot. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the Said Plot until the completion certificate and/or Release Letter is received from the local authority and the Allottee/s has paid all dues payable under this agreement in respect of the Said Plot to the Promoter and has paid the necessary maintenance amount / deposit, service tax, vat and other taxes payable (if any) under this agreement of the Said Plot to the Promoter.

8.0 DISCLOUSRE AND INVESTIGATION OF MARKETABLE TITLE:

8.0.1 THAT, as of the Date of this Agreement, Allottee/s has received full access to all the documents and information about the Said Plot and Said Project and has had a full opportunity to investigate the condition of the same. The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to develop the Said Land, and also given inspection of all documents to the Allottee/s, as required by the law.

Allottee/s acknowledge that it has conducted, or has been offered the opportunity to conduct an investigation of the Said Plot and has been offered the opportunity to ask representatives of the Company questions about the Said Plot and Said Project, and that he/they has/have obtained any such available information as he/they requested, to the extent he/they deemed necessary, to permit it to fully evaluate the merits and risks of an investment in the Said Plot and Said Project. Allottee/s is satisfied as to all inquiries that he/she/they has concerning the Said Plot and Said Project.

It is further agreed by the Allottee/s that he shall be entitled to all such benefits and amenities over and upon the Said Plot as has been agreed to be given by the Promoter in writing. Any commitment, promise, assurance given by any third party to this Agreement shall not bind the Promoter in any manner whatsoever.

8.0.2 THAT, as stated in sub-para **8.0.1** the Allottee/s is fully satisfied with all the information provided by the Company and its representatives, however if he so wishes to conduct and further due diligence, which he shall have the full liberty to, he must inform the Company and the Promotor about the same in writing and E-mail(s) sent to the following address:

Postal Address: JAGAT PLAZA, F-101, Law College Square, Amravati Road, Nagpur 440010

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E-Mail Address: YGG@kesarlands.com and SGG@kesarlands.com

Failing to do so will be looked upon as a lack of trust and therefore the Company or its representatives will have the right to and may choose to not co-operate for the same with any concerned personal or body.

Such due diligence can include, but not limited to, the following:

- Hiring a 3rd party for title report
- Enquiring about the Said Land and/or Said Project in various government offices like, but not limited to, Gram Panchayat, CTSO, Land Revenue, etc.

Making any such false representation without informing and acquiring an approval, reduced in writing, from the Company or its representatives shall not be entertained and in applicable cases attract law suit(s) under the sections 499 & 500 of the Indian Penal Code as an Act of Defamation.

9.0 SPECIFICATIONS AND AMENITIES:

THAT, the specifications and amenities to be provided by the Promoter in the said project are those that are set out in Schedule 4 hereto.

10.0 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

THAT, the Promoter hereby represents and warrants to the Allottee/s as follows:

a. The Promoter has clear and marketable title with respect to the Said Land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Said Land and also has actual, physical and legal possession pf the Said Land for the implementation of the Said Project;
b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
e. All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the Promoter has thus disclosed the same to the Allottee/s and the Allottee/s is aware that professional liability have been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is

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caused to the Allottee/s and based on these said details of the drawings and the calculations and areas shown, the Allottee/s has agreed to purchase the Said Plot;

f. All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Project and Said Land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project and Said Land;
g. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
h. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Said Project and the Said Plot which will, in any manner, affect the rights of Allottee/s under this Agreement;
i. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Plot to the Allottee/s in the manner contemplated in this Agreement;
j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities and that the Allottee/s is/are well aware that payment of all the taxes, cesses, outgoings, etc. with respect to the Said Plot till the time of conveyance of the Said Plot shall be paid by the Promoter thereafter it will be sole responsibility of the Allottee/s to meet any such obligation or liabilities;
k. 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 Land) has been received or served upon the Promoter in respect of the Said Land and/or the Said Project except those disclosed in the title report.

11.0 <u>COVENANTS AS TO USE OF SAID PLOT</u>:

THAT, the Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Said Plot may come, hereby covenants with the Promoter as follows for the Said Plot and also the Said Project in which the Said Plot is situated.

a. To maintain the Said Plot at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Said Plot is taken and shall not do or suffer to be done anything in or to

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said Land where the Said Plot is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to said Land where the Said Plot is situated and the Said Plot itself or any part thereof without the consent of the local authorities, if required;

b. Not to store in the Said Plot any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority. In case any damaged is caused on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
c. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the compound or any common/public portion of the project land in which the Said Plot is situated;
d. Pay to the Promoter or the concerned authority within FIFTEEN (15) days of demand by the Promoter or the concerned authority, his share of any monetary obligation / liability demanded by the concerned local authority or Government or giving water, electricity or any other service/s connection to the building in which the Said Plot Is situated;
e. 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 use of the Said Plot by the Allottee/s for any purposes other than for purpose for which it is sold;
f. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Plot until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up;
g. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Land and the Said Plot therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Plot in the Said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
h. Till a conveyance of the Said Plot, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Project and Said Plot or any part thereof to view and examine the state and condition thereof;
i. That the Allottee/s shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s;

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j. That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighboring or the remaining public / common areas etc. of the remaining portion of the Said Project unless specifically agreed and consideration dispensed by the Allottee/s to the Promoter in this regards.

12.0 POSSESSION OF THE SAID PLOT:

12.0.1 THAT, The Promoter agrees and understands that timely delivery of possession of the Said Plot is the essence of the Agreement. Subject to receipt of **Total Consideration Price** and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the Said Plot, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Plot on **DD/MM/YY**.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the Said Plot on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of Said Project in which the Said Plot is to be situated is delayed on account of –

a. War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").
b. Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to delivery/develop the Said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s without any interest the entire amount received by the Promoter from the allotment within 180 days from that

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date. After any refund of the money paid by the Allottee/s, Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

12.0.2 Schedule for possession of the specification and amenities:

THAT, The Promoter herein is developing the said project which consists of various specifications and amenities like cement roads, Water Lines, garden etc., the construction/development of the said specifications and amenities will be completed in due course. The Promoter, assures to hand over possession of the said specifications and amenities on **DD/MM/YY**.

12.0.3 THAT, The Promoter, upon obtaining the occupancy certificate / Release Letter or equivalent permission (as the case may be) from the local / competent / planning authority shall offer in writing to the Allottee/s intimating that, the Said Plot is ready for use and occupation. The Allottee/s herein shall inspect the Said Plot in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of **Total Consideration Price** and dues to the Promoter as per terms and conditions of this Agreement and take the possession of the Said Plot within **FIFTEEN (15)** days from the date of written intimation issued by the Promoter to the Allottee/s herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

12.0.4 THAT, It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the promoter and the Allottee/s shall be solely responsible for the same.

12.0.5 THAT, Upon receiving a written intimation from the Promoter as per clause **12.0.3**, the Allottee/s shall take possession of the Said Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Plot to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession of Said Plot within the time provided in clause **12.0.3**, such Allottee/s shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the Said Plot and the Promoter shall not be liable for the maintenance, wear and tear of the Said Plot.

12.0.6 THAT, After obtaining the occupancy certificate / Release Letter and handing over physical possession of the Said Plot to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary

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documents and plans, to the Allottee/s or the competent authority, as the case may be, as per the local laws.

12.0.7 THAT, the Allottee/s has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said Project and the Said Land thereunder.

12.0.8 THAT, Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Said Plot

(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or
(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act;

or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Plot, with the interest as per State Bank of India highest Marginal Cost of Lending Rate **plus TWO (2) per centum (%)** per annum within SIXTY (60) days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as per State Bank of India highest Marginal Cost of Lending Rate **plus TWO (2) per centum (%)**, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the Said Plot.

13.0 CONVEYANCE OF THE SAID PLOT:

THAT, The Promoter, on final receipt of Total Consideration Price of the Said Plot under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Said Plot not later than **123 Calendar Days**.

However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter and/or concerned authority/body is made by the Allottee/s.

14.0 PAYMENT OF TAXES, STAMP DUTY, OUTGOINGS, ETC.:

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THAT, the Allottee/s is well aware that payment of all the taxes, cesses, outgoings, etc. with respect to the Said Plot till the time of conveyance of the Said Plot shall be paid by the Promoter thereafter it will be sole responsibility of the Allottee/s to meet any such obligation or liabilities.

It is further agreed that the Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favor of Allottee/s.

The Allottee/s shall also pay to the Promoter a sum of **INDIAN RUPEES FIVE THOUSAND ONLY (₹ 5,000/-)** for meeting all legal costs, charges, expenses, etc., including professional costs of attorney-at-law/advocates of the Promoter in connection with execution of this Agreement.

15.0 <u>BINDING EFFECT</u>:

THAT, Forwarding this Agreement to the Allottee/s by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within SEVEN (7) days of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

If the Allottee/s fails to execute and deliver to the Promoter this Agreement within SEVEN (7) days from the receipt of intimation received by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within FIFTEEEN (15) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever after deducting therefrom TWENTY PER CENTUM (20%) of the consideration amount as compensation/damages.

16.0 <u>ENTIRE AGREEMENT</u>:

THAT, This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot/Apartment/Building, as the case may be.

17.0 <u>RIGHT TO AMEND</u>:

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THAT, This Agreement may only be amended through written consent to the Parties.

18.0 MISCELLANEOUS:

18.0.1 THAT, that all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post at their respective addresses specified below:

In case of Allotee/s:

Name of Allotte/s
Address
Contact

In case of Promotor:

Name of Allotte/s
Address
Contact

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

18.0.2 THAT, notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **"_____"** as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein at the entrances of the Said Project. The Allottees/s in the said project or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

18.0.3 THAT, the Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total consideration price of the Said Plot and as advance or deposit/s. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the RERA act (2016) and rules and regulations made thereunder.

18.0.4 THAT, 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 said project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Said Plot, in case of a

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transfer, as the said obligations go along with the Said Plot for all intents and purposes.

The Allottee/s further agree that they shall not object to any easement rights that need to be given to any person in and around the Said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/s to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the Allottee/s for which consideration has been dispensed.

18.0.5 THAT, the Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

18.0.6 THAT, in case there are Joint Allottee/s, they shall be considered as joint and severable Allottee/s for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

18.0.7 THAT, If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act (2016) 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.

18.0.8 THAT, the execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Nagpur, Maharashtra. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur, Maharashtra.

18.0.9 THAT, this Agreement is in English language only, which language shall be controlling in all respects, and all versions hereof in any other language

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shall be for accommodation only and shall not be binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement, and any dispute proceeding related to or arising hereunder, shall be in the English language. If there is a discrepancy between any translation of this Agreement and this Agreement, this Agreement shall prevail.

18.0.10 THAT, this Agreement shall be prepared in duplicate. Both copies of this Agreement shall be executed, witnessed, and notarized by the parties, and both shall be considered as original, legal, binding, and enforceable.

18.0.11 THAT, the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Nagpur, Maharashtra will have the jurisdiction for this Agreement.

18.0.12 THAT, all or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the respective competent authority, as the case may be.

LIST OF SCHEDULE

SCHEDULE-1 = Description of the Project Land

SCHEDULE-2 = Description of the Said Plot

SCHEDULE-3 = Payment Schedule

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

SIGNED AND DELIVERED BY THE WITHINNAMED

Allottee/s:

Allottee/s Photo here

_____

(Name of Allottee/s)

Promoter:

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Promoter Photo here

_____

(Name of Promoter)

In the presence of WITNESSES:

1. Name _____

   Signature _____

2. Name _____

   Signature _____

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LIST OF ANNEXURES

ANNEXURE-1 = Copy of Certificate of The Title issued by the Advocate

ANNEXURE-2 = Copy of Property card or 7-12 extract

ANNEXURE-3 = Copy of Authenticated copies of the approved layout plan

ANNEXURE-4 = Copy of said plot's dimensions as per the approved layout plan

ANNEXURE-5 = RERA Certificate