AGREEMENT FOR SALE

VALUED AT Rs. _____/-

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

STAMP DUTY OF Rs. _____ /- PAID HEREWITH

CITY SURVEY No. 2073, SHEET No. 38,

ITEM No. 10.221/38, RATE Rs. 51,700/Sq. m.,

OF MOUZA – JARIPATKA, TAHSIL & DIST. NAGPUR.

THIS DEED OF AGREEMENT FOR SALE made and executed at Nagpur on This _____ Day of March, 2022.

BY AND BETWEEN

THE UDAY CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR,
(PAN – AADAT8869L)
A Co-operative Society duly registered under the Maharashtra Co-operative Housing Societies Act, 1960 (Act No. XXIV of 1961) and Sub-Classified as TENANT CO-PARTNERSHIP, bearing Registration No. NGP/HSG/1053/80 Dated 19-08-1980, and having its Registered Office at 738, Nelson Square, Chaoni, Nagpur – 440013,
Acting through its Hon. Chairman,
SMT. MANISHA MAHATME W/o. ANIRUDDHA MAHATME,
(AADHAAR No. 2508 0070 1394),
Aged about 56 Years, Occupation – Service,
Resident of “UDAY APARTMENT” Nelson Square,Chaoni, Chhindwara Road, Nagpur – 440013, Tahsil and District – NAGPUR.
and Hon. Secretary
SHRI OMPRAKASH KOTHARI S/o LATE PREMCHAND KOTHARI
(AADHAAR No. 9603 0046 9227),
Aged about 60 Years, Occupation – Service,
Resident of “UDAY APARTMENT” Nelson Square,Chaoni, Chhindwara Road, Nagpur – 440013, Tahsil and District – NAGPUR,
(Both authorized vide Resolution dated 14/03/2021),
Through its attorney,
M/S. SUNCITY INFRATECH
(PAN – AEIFS3766H)
A Partnership Firm, having its Office at 21, Ambazari Layout, Behind Dharampeth Science College, Nagpur,
Acting through its Authorised Partner,

SHRI PRAMOD S/O KESHAVRAO WAIRAGADE

(AADHAAR No. 6009 2502 6246)

Aged 56 Years, Occupation – Business,

Resident of 21, Ambazari Layout, Behind Dharampeth Science College, Nagpur 440033, Tahsil and District – NAGPUR.

Hereinafter referred to and called as the **"LAND OWNER"** which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **LAND OWNER**, as well as its/their respective heirs, legal representatives, successors, executors, liquidators, administrators, agents, assigns etc. of the **FIRST PART;**

AND

M/S. SUNCITY INFRATECH

(PAN – AEIFS3766H)

A Partnership Firm, having its Office at 21, Ambazari Layout, Behind Dharampeth Science College, Nagpur,

Acting through its Authorised Partner,

SHRI PRAMOD S/O KESHAVRAO WAIRAGADE

(AADHAAR No. 6009 2502 6246)

Aged 56 Years, Occupation – Business,

Resident of 21, Ambazari Layout, Behind Dharampeth Science College, Nagpur 440033, Tahsil and District – NAGPUR.

Hereinafter referred to and called the **"PROMOTER"** which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **PROMOTER**, as well as its/their respective heirs, legal representatives, successors, executors, partners, assigns etc. of the **SECOND PART;**

AND

1. **SHRI** _____ **S/O.** _____

   (PAN – _____ **, AADHAAR No.** _____ **)**

   Aged about _____ years, Occupation – _____ ,

2. **SHRI** _____ **S/O.** _____

   (PAN – _____ **, AADHAAR No.** _____ **)**

   Aged about _____ years, Occupation – _____ ,

   R/o. _____ , Nagpur – 440 _____ .

Hereinafter jointly referred to and called the **"ALLOTTEES"** which term and expression shall, unless inconsistent with the context or contrary to the meaning

thereof, always mean and include the said **ALLOTTEES**, as well as their heirs, legal representatives, successors, executors, assigns etc. of the **THIRD PART**.

Where the context so requires, words and expression referring to the parties hereto also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS; the LAND OWNER is the sole and absolute owner and in possession of ALL THAT Nazul piece and parcel of land bearing Plot Nos. 6/1 and 6/2, containing by admeasurement 1659.42 Sq. m. (17862.00 Sq. Ft.), out of Kh. Nos. 75/5, 6, 7, 9, 10 & 11, City Survey No. 2073, Sheet No. 38, of Mouza – JARIPATKA bearing Corporation House Nos. 738 & 739, Ward No. 60, situated at Nelson Square, Chhaonni, Chhindwara Road, Nagpur, within the limits of the Nagpur Municipal Corporation, Tahsil and District – NAGPUR.

AND WHEREAS; ALL THAT piece and parcel of land bearing Leasehold Nazul Plot No. 6, Containing by admeasurement 58016 Square Fts, being a portion of entire Land bearing Khasra No. 75/5, 6,7,9,10 and 11 of Mouza-Jaripatka, including all other easementary rights appurtenant thereto, bearing City Survey No. 2073, Sheet No. 38, situated at Chhaoni, Nagpur, within the limits of Nagpur Municipal Corporation ward No. 60, in Tahsil and District Nagpur, Originally belonged to Shri Govindsharan S/o. Gopinath Joshi, as a recorded owner thereof;

AND WHEREAS; for better utilization of the aforesaid piece of land the said Shri Govindsharan S/o. Gopinath Joshi sub-divided the aforesaid Nazul Leasehold Plot No. 6 into five sub-division bearing Plot Nos 6/1, 6/2, 6/3, 6/4, 6/5;

AND WHEREAS; the aforesaid Shri Govindsharan S/o Gopinath Joshi in his turn transferred/sold the Plot Nos 6/1 and 6/2(Original Plot No. 6) containing by admeasurement 9508 Square Fts and 8354 Square Fts respectively, thus total admeasurement 17862 Square Fts(1661.17 Sq. mtrs), out of Khasra Nos 75/5 of Mouza-Jaripatka, situated at Chhaoni, Nagpur in Tahsil and Dist. Nagpur by way of sale to Smt. Salila W/o Bhawani Charan Bhattacharya by a sale deed dated 07-05-1964, which is duly registered in the office of the Joint- Sub Registrar, Nagpur in Book No. 1 at Serial No. 2222 on even date;

AND WHEREAS; the aforesaid Smt. Salila W/o Bhawani Charan Bhattacharya having held and owned the properties within the limits of Nagpur Urban Agglomeration and the Urban Land(Ceiling and Regulation) Act, 1976 having come into force w.e.f 17-02-1976 and had filed her statement/return under section 6(i) of the said Act, before the Deputy Collector and Competent Authority, U.L.C, Nagpur, which was registered as U.L.C Case No. 121/76 and on completion of his enquiry in respect of the aforesaid case, the Competent Authority U.L.C, Nagpur vide his order declared 1500 Sq. mtrs of land out of the total extent as a retainable land and the remaining land of

161.17 Square Mtrs was declared as a surplus Vacant Land out of the aforesaid Khasra within the meaning of the said Act;

AND WHEREAS; the aforesaid Smt. Salila W/o Bhawani Charan Bhattacharya later on applied for exemption to the aforesaid Surplus Vacant Land under Section 20 of Urban Land(Ceiling and Regulation) Act, 1976 for providing Plots and Tenements in accordance with the special dispensation issued by Government Resolution, Housing and special Assistance No. CSC/ULC/109/5(3977)/D-XIII dated 15/01/1992;

AND WHEREAS; considering her application, the Additional Collector and Competent Authority, U.L.C, Nagpur vide its order exempted 161.17 Sq.mtrs of the Surplus Vacant Land from the Provisions of the said Act;

AND WHEREAS; the aforesaid Smt. Salila W/o Bhawani Charan Bhattacharya later on in her turn transferred/sold ALL that piece and parcel of land total admeasurement 17862 Square Ft. out of Khasra Nos 75/5 of Mouza-Jaripatka, situated at Chhaoni, Nagpur within the limits of Nagpur Municipal Corporation, Ward No. 60, in Tahsil and Dist. Nagpur by way of sale to M/s Uday Co-operative Housing Society(Tenant-Copartnership) Limited, Nagpur. A co-operative Society registered under Maharashtra Co-operative Societies Act 1960 bearing Registration No. NGP/HSG/1053/80 by a sale deed dated 23-09-1980, which is duly Book No. 1, Volume No. 338 on pages 4 to 7 at Serial No. 2146(P) on 22-10-1980;

AND WHEREAS; the said plot is held on heritable, transferable and renewable lease hold rights granted by Government of Maharashtra through Collector / Nazul Officer in favour of the LAND OWNER, as per extended/renewed lease for the period of thirty years commencing from _____ and ending on _____ , vide its order passed in revenue case No. _____ , as per lease deed duly registered in the office of the Sub-Registrar, Nagpur – ____ , bearing serial/registration No. _____ dated _____ , having renewal clause therein.

AND WHEREAS; the LAND OWNER society had made construction of twenty four residential units on the said land and allotted the same to its various members during the period _____ , however, due to lapse of a considerable time period of more than thirty years, the said residential units proved to be insufficient and unsuitable for the growing families of the unit holders, moreover, the said building was constructed without modern facilities and amenities, therefore, the LAND OWNER society and unit holders decided to undertake redevelopment of the said condominium.

AND WHEREAS; the PROMOTER is engaged in the business of construction, development of property, builder ship and other allied business activities.

AND WHEREAS; the LAND OWNER society adopted the said resolution of redevelopment in the Special General Meeting held on dt. 08/11/2020 and unanimously approved the proposal of Redevelopment of the said property by demolishing the existing old Apartment Buildings.

AND WHEREAS; the Proposal of Redevelopment duly approved by the LAND OWNER society comprises construction of a new Multi Storied Building/s having self-contained flats on each floor, as may be sanctioned by the competent authority.

AND WHEREAS; the LAND OWNER society in accordance with the process specified under section 79 A decided to select a suitable Developer through a Competitive bidding process and pursuant to such selection assign the Development rights for the project of residential development on the said Plot of land, (hereinafter referred to as 'THE SAID HOUSING PROJECT') to such Developer;

AND WHEREAS; the LAND OWNER society subsequently issued a tender in the Newspaper The Times of India published on 13/11/2020 and has invited offers from the interested Developers and Contractors

AND WHEREAS; pursuant to this, in all five tenders were sold and representatives from all the firms inspected the present apartment building however the tender was submitted by only one bidder within the stipulated date, on receipt of said offer from the interested Developer, a Special General Body meeting of the LAND OWNER society was called on dt. 10/01/2021. In the said Meeting the Members have unanimously resolved to accept the Bid of M/s. SUNCITY INFRATECH, the PROMOTER hereinabove named and further resolved to grant development rights in respect of the said property to the PROMOTER hereinabove named.

AND WHEREAS; in accordance with the directives issued by the Government of Maharashtra a Special General Body meeting of the LAND OWNER society was conducted in presence of the representative of the District Deputy Registrar of Co-operative Societies, Nagpur City-1on dt. 14/03/2021. The LAND OWNER society and its Existing Members have granted the development rights for re-development of said property to M/s. SUNCITY INFRATECH, the PROMOTER hereinabove named in the meeting.

AND WHEREAS; besides other terms and conditions, it has been agreed by and between the parties that the PROMOTER shall allot 24 (Twenty Four) new Flats in back side, towards the Northern end of the building to the existing 24 members of the LAND OWNER society as per the plans and specification mutually agreed free of cost and as proposed by the LAND OWNER society; thus the said PROMOTER shall be entitled to sell/Allot/Transfer the remaining Flats to prospective buyers, as per its choice and to receive all beneficial enjoyment of the same, accordingly, the PROMOTER

entered in an agreement for redevelopment with the LAND OWNER, which is duly registered in the office of the Sub – Registrar, Nagpur – ____ , bearing serial/registration No. _____ dated _____ .

AND WHEREAS; in view of the said agreement, the PROMOTER is exclusively entitled to exploit, develop the said entire property and receive all beneficial enjoyment of the said property from the prospective buyers excluding the twenty four units to be allotted to the previous unit holders.

AND WHEREAS; the PROMOTER, for construction of a multi stored building on the said plot, got sanction of a building Plan/permit from Nagpur Municipal Corporation, vide Building Plan/Permit No. _____ dated _____ annexed herewith.

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

AND WHEREAS; there shall be multi-storeyed building/complex to be developed and constructed on the said plot namely, **UDAY SOCIETY**.

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

AND WHEREAS; the PROMOTER has entered into a standard Agreement with an Architect, registered with the Council of Architects, and such Agreement is as per the Agreement prescribed by the Council of Architects.

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

AND WHEREAS; by virtue of the above referred agreement for development and power of attorney of the above referred property, the LAND OWNER is entitled only to receive the consideration amount in terms of above referred agreement for development from the PROMOTER, while only the PROMOTER has exclusive rights to sell out the units, apartments, flats etc. in terms of agreement for development out of the said scheme/complex to be developed by the PROMOTER on the project land and to

enter into agreements with the ALLOTTEES of the same and to receive the sale consideration in respect thereof.

AND WHEREAS; the ALLOTTEES, being desirous to own Apartment in the said building, approached the PROMOTER and requested to allot him an Apartment in the said building. The PROMOTER, on demand of the ALLOTTEES, has given inspection to the ALLOTTEES of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

AND WHEREAS; the authenticated copies of Certificate of Title issued by the legal advisor or advocate of the PROMOTER, authenticated copies of Property card/extracts of Village Forms or any other relevant revenue record showing the nature of the title of the PROMOTER to the project land on which the Apartments are to be constructed have been annexed hereto.

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

AND WHEREAS; the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the ALLOTTEES, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS; the PROMOTER has got various approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time.

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

AND WHEREAS; the PROMOTER has registered the project under the provisions of the Real Estate Regulatory Act with the Real Estate Regulatory Authority at Mumbai bearing registration No. _____ ; authenticated copy is attached herewith.

AND WHEREAS; after due inspection of plan, design, spot etc., the ALLOTTEES has applied to the PROMOTER for purchase and allotment of an Apartment No. _____ on _____ floor situated in the said building being constructed in the said Project.

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

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

AND WHEREAS; the PROMOTER also agreed to allot and sale the said Apartment to the ALLOTTEES as desired by ALLOTTEES, against the valuable consideration amount of Rs. _____ /- (Rupees _____ Only) subject to various terms & conditions agreed by the ALLOTTEES, accordingly, the parties hereto, had due deliberations, discussions and consequences thereof, the parties have agreed to execute this Agreement for Sale as under –

NOW, THEREFORE, THIS DEED OF AGREEMENT FOR SALE WITNESSETH AS FOLLOWS –

1. The PROMOTER shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time reserving rights to get the same revised or re-revised in respect of variations or modifications which may adversely affect the Apartment of the ALLOTTEES except any alteration or addition required by any Government authorities or due to change in law or any other cause which shall not be objected by the ALLOTTEES.

2. The PROMOTER has agreed to allot and sell to the ALLOTTEES and the ALLOTTEES has agreed to purchase from the PROMOTER, ALL THAT R.C.C. Structure consisting a residential Apartment No. _____ of _____ type admeasuring _____ Sq. m. carpet area (_____ Sq. m. built-up area) at _____ Floor (hereinafter referred to as "the Apartment") as shown in the floor plan thereof hereto annexed for the consideration amount of Rs. _____ /- (Rupees _____ Only), along with rights to enjoy the common areas and facilities appurtenant to the premise.

3. The ALLOTTEES agreed to pay Rs. _____ /- (Rupees _____ Only), to the PROMOTER towards the consideration amount against the allotment/transfer of said Apartment only in his favour out of which he has paid booking amount or earnest money of Rs. _____ /- (Rupees _____ Only) as per the following manner of payment.

MANNER OF PAYMENT

i. Rs. _____ /- Paid by way of cheque No. _____ dated _____ of _____ Bank, Nagpur.
ii. Rs. _____ /- Paid by way of cheque No. _____ dated _____ of _____ Bank, Nagpur.
iii. Rs. _____ /- Paid by way of cheque No. _____ dated _____ of _____ Bank, Nagpur.

Total Rs. _____ /- (Rupees _____ Only)

The receipt of Rs. _____ /- (Rupees _____ Only) as aforesaid is hereby acknowledged, admitted and confirmed by the PROMOTER, subject to realization of the cheques/pay orders, for the payments made by way of cheques/pay orders, as earnest money/booking amount.

4. The ALLOTTEES have further agreed to pay balance amount of Rs. _____ /- (Rupees _____ Only) in the following schedule of payment –

SCHEDULE OF PAYMENT OF BALANCE AMOUNT

i. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of plinth of the building/wing in which the unit/apartment/flat is located.
ii. Amount of Rs. _____ /- (Rupees _____ Only) being 5% of the total consideration amount to be paid on completion of ground floor slab of the building/wing in which the unit/apartment/flat is located.
iii. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of first floor slab of the building/wing in which the unit/apartment/flat is located.
iv. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of second floor slab of the building/wing in which the unit/apartment/flat is located.

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

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

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

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

ix. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of the walls, internal plaster, floorings, doors and windows of the said unit/apartment/flat.

x. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said unit/apartment/flat.

xi. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said unit/apartment/flat is located.

xii. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain of the building or wing in which the said unit/apartment/flat is located.

xiii. Balance amount of Rs. _____ /- (Rupees _____ Only) to be paid at the time of handing over of the possession of the unit/apartment/flat to the ALLOTTEE.

5. In terms of agreement between the LAND OWNERS and the PROMOTER, only the PROMOTER is entitled to receive consideration amount from the ALLOTTEES under this agreement as such the financial transaction as per this agreement is between the PROMOTER and ALLOTTEES but the LAND OWNERS is also made a party to this agreement to confer valid and proper title of the property in favour of the ALLOTTEES as well as mutations in relevant records in her name after sale deed upon payment of entire consideration amount.

6. The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER) up to the date of handing over the possession of the Apartment. The ALLOTTEES undertakes and agrees to deduct tax at source out of the total payable consideration amount at such rate and on such amounts as may be applicable for the time being in force on the consideration amount payable as per this agreement and shall credit the same in the relevant income tax account of the PROMOTER and shall issue a certificate to this effect to the PROMOTER. The ALLOTTEES shall be liable to pay GST and Cess or any other kind taxes, dues charges separately besides the consideration amount as may be demanded by the PROMOTER from time to time.

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

8. Time, being essence of contract, the parties shall adhere to and comply with their respective part of contract timely. The PROMOTER shall ensure to complete the project by _____ and hand over the premise under sale to the ALLOTTEES timely as well as the common areas to the concerned association/society of the ALLOTTEES provided that the ALLOTTEES makes the payment of the stipulated instalments in time and the construction work is not interrupted or disturbed due to non-availability of building materials, labourers strike, natural calamities, war, civil commotion, acts of god, any notice/order/rule/notification of the government or other public authorities or court or any emergencies or other unavoidable circumstances beyond the control of the PROMOTER. Similarly, the ALLOTTEES shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations as per this agreement or as demanded by the PROMOTER.

9. The PROMOTER shall be free and at liberty to consume the full Floor Space Index (FSI) as may be permissible from time to time in respect of the project land with liberty of availing Transferrable Development Rights (TDR) or FSI on payment of premium or otherwise on expectation of increased FSI in future which may be available in future on modification to Development Control Regulations as may be applicable to the said project. The PROMOTER has disclosed the

Floor Space Index as proposed to be utilized by him on the project land in the said Project as per registration of the project and shall disclose modifications or changes in utilization of FSI. The ALLOTTEES has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only without any claim or objection by the ALLOTTEES. The ALLOTTEES hereby undertake, agree and understand that in case of any increase in the F.S.I. or use of land by the PROMOTER, the undivided variable proportionate share and interest in the said piece of land of the ALLOTTEES, shall stand reduced in accordance with the increase in F.S.I. or use of the land, against which the ALLOTTEES shall not make any demand, claim or objection at any time. However, the sanctioned area as per map of the flat of the ALLOTTEES will not be reduced.

10. Save as otherwise provided in the para No. 10 as above, if the PROMOTER fails to abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEES, the PROMOTER agrees to pay to the ALLOTTEES, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEES, for every month of delay, till the handing over of the possession. The ALLOTTEES agrees to pay to the PROMOTER, interest as specified in the Rule, on all the delayed payment which become due and payable by the ALLOTTEES to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEES to the PROMOTER.

11. **Failure of ALLOTTEES to take Possession of Apartment:**

11.1 Upon receiving an intimation from the PROMOTER, the ALLOTTEES shall take possession of the said apartment from the PROMOTER and execute such documents as may be necessary such as indemnities, undertakings and such other documentation as may be prescribed by the PROMOTER, and the PROMOTER shall give possession of the said apartment to the ALLOTTEES upon receipt of full and final consideration amount and other dues, charges, expenses but in case the ALLOTTEES fails to take possession within the time provided then the ALLOTTEES shall continue to be liable to pay maintenance charges as applicable.

11.2 If within a period of five years from the date of handing over the Apartment to the ALLOTTEES, the ALLOTTEES brings to the notice of the PROMOTER any structural defect caused due to workmanship, quality of building material, in the

Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then such defects shall be rectified by the PROMOTER at his own cost provided that such defects are caused due to any default on the part of PROMOTER only but not due to any reasons beyond the control of PROMOTER but the PROMOTER shall not be liable for compensation or consequences of any structural defects caused due to any acts, things done by occupants or any other person/s unauthorizedly or due to particular kind of soil, weather etc.

12. The ALLOTTEES shall use the Apartment or any part thereof or permit the same to be used only for purpose as it may be permissible as per sanction plan, rules or regulations governing the use of that apartment or any part thereof. The ALLOTTEES shall use the garage or parking space only for purpose of keeping or parking of vehicle/s but not for any other unauthorized purpose.

13. The ALLOTTEES understands and agrees that along with other ALLOTTEES of Apartments in the building ALLOTTEES shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEES, so as to enable the PROMOTER to register the common organisation of ALLOTTEES. No objection shall be taken by the ALLOTTEES if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

13.2 The PROMOTER shall, within three months or within such time period of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, as may be required, cause to be transferred to the Federation/Apex

body all the right, title and the interest of the Original Owner/PROMOTER and/or the owners in the project land.

13.3 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEES that the Apartment is ready for use and occupancy, the ALLOTTEES shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEES shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEES further agrees that till the ALLOTTEES's share is so determined the ALLOTTEES shall pay to the PROMOTER provisional monthly contribution as may be proportionately calculated towards the outgoings. The amounts so paid by the ALLOTTEES to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER to the Society or the Limited Company, as the case may be.

14. The ALLOTTEES shall on or before delivery of possession of the said premises keep deposited with the PROMOTER, the following amounts in addition to the consideration amount –

(i) Rs. _____ /- for electricity transformer deposits of electrical receiving and Sub Station provided and Electricity meter as well water connection with meter.

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

(iii) Stamp duty as applicable.

(iv) Registration fees as applicable.

(v) Legal expenses as applicable.

(vi) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body as may be calculated

Besides that, the ALLOTTEES shall have to pay such charges or expenses on account of formation of society, Electricity Meter, water connection/supply, etc.

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

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

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

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

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

17.2 The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

17.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

17.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTER has been and shall, at all

times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

17.6 The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEES created herein, may prejudicially be affected;

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

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

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

17.10 The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till execution of sale deed or delivery of vacant possession of premise upon payment of entire consideration amount;

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

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

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

18.2 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of

the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the ALLOTTEES in this behalf, the ALLOTTEES shall be liable for the consequences of the breach.

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

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

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

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

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

18.8 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the ALLOTTEES for any purposes other than for purpose for which it is sold.

18.9 The ALLOTTEES 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 ALLOTTEES to the PROMOTER under this Agreement are fully paid up.

18.10 The ALLOTTEES shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEES shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

18.13 The ALLOTTEES has verified and inspected all the relevant deeds and documents as to right, title and authority of the PROMOTER and also the specifications, design, plan etc. respecting the said property. He also has personally seen and verified the spot and site. The ALLOTTEES is fully satisfied with the right, title and authority of PROMOTER as well as the condition, type, user and specifications of the said property and facilities in the said complex and after being so satisfied, the ALLOTTEES has agreed to purchase it. A copy of each and every document including the specifications, design, plan, and also a draft of proposed sale deed has been furnished and handed over to the

ALLOTTEES and he acknowledge the same. Hereinafter, it shall not be open for the ALLOTTEES to question the rights, title and/or authority of the PROMOTER before any forum or to make any claim in respect thereof.

18.14 The leakage of bathroom, W.C., kitchen etc., if any, in the said Apartment, which may cause nuisance to the other owners/occupants, shall be got repaired by the ALLOTTEES at his own cost at earliest. Similarly, the ALLOTTEES shall allow access to his apartment to the PROMOTER or any owner/occupant of any other apartment/s in the said complex, for the purpose of any repairing work etc.

18.15 The ALLOTTEES, after conveyance, shall hold the undivided variable proportionate share in land jointly with other owners and shall never claim the division or partition of the same, nor shall the PROMOTER be liable for it.

18.16 The ALLOTTEES understand that the PROMOTER shall engage and appoint it's own engineers, architects and other experts for the purpose of completion of work of the said building and complete the building under his exclusive supervision and control to which the ALLOTTEES shall not object or raise any objection or otherwise interfere in any manner whatsoever, however, the ALLOTTEES shall be free & entitled to visit the spot & verify the work from time to time at any reasonable working hours.

18.17 It is well within the knowledge of the ALLOTTEES that providing electricity connection shall not be the liability or responsibility of the PROMOTER, however, at the request of the prospective buyer/s including the ALLOTTEES, the PROMOTER may secure electricity connection for each Apartment and common water connection provided that all the buyer/s including the ALLOTTEES pay, without any delay or avoidance for any reasons whatsoever, such sums on account transformer, providing room for that purpose, load ancillary charges, SLC charges, deposits and all other expenses etc. separately as may be determined and demanded by the PROMOTER and/or concerned authorities.

18.18 The ALLOTTEES understand and agree that he shall be liable and responsible to bear and pay without any delay or avoidance for any reasons whatsoever, any sums for providing any additional facilities or amenities in the said building or on account of any other expenses such as tax on works contracts, VAT, service tax, sale tax or any other tax or any other expenses including fine, dues, charges on any account as it may be determined and demanded by the PROMOTER or any other concerned authorities.

18.19 The ALLOTTEES shall not erect any superstructure either temporary or permanent upon the available open space or on the top/terrace of the said building or to make any alterations, modifications or changes to the said Apartment which may damage the structural frame work of the entire building or complex or in any manner impair the building or complex as a whole or part or change the existing elevation thereof in any manner whatsoever. The

ALLOTTEES understand, agree and confirm that the specifications, facilities and amenities in the said building are as per his wishes and desires to his full satisfaction in all respects. The ALLOTTEES shall always abide by the building regulations of the Nagpur Municipal Corporation, Nagpur Improvement Trust, Nagpur, and/or any other concerned authority.

18.20 The PROMOTER shall be free and at liberty to carry on the further construction work of the said building to which the ALLOTTEES shall not interfere or obstruct. The PROMOTER shall be free to change/revise/re-revise the existing building plan or design including amalgamation, division or clubbing of any Apartment/s, land for any reasons to which the ALLOTTEES shall have no objection or claim of any sort except so as to not minimize the caret area as per sanctioned map of the ALLOTTEES, and the ALLOTTEES shall be liable to sign or execute any deed or document or plan or design as the PROMOTER may desire. However, the PROMOTER shall not make any such change/revision/re-revision so as to minimize the carpet up area as per sanctioned map of Apartment hereby agreed to be allotted and sold. The PROMOTER further will be free and at liberty to utilize and use the common walls, roof/terrace for further construction work to which the ALLOTTEES shall have no objection and shall be liable and responsible to allow the PROMOTER to have access in the said Apartment for any purpose or to make arrangements for electricity supply, water supply, staircase or any other purpose through or under the walls or roof of said Apartment by making required arrangements therein.

18.21 The PROMOTER shall be free and at liberty to consume the full F.S.I. or land presently available and also which may be made available under any scheme by constructing many apartments etc. or to dispose off the F.S.I. or land to any person or persons of its choice or to enjoy the benefits of T.D.R. scheme or any other scheme. The ALLOTTEES hereby undertake, agree and understand that in case of any increase in the F.S.I. or use of land by the PROMOTER, the undivided variable proportionate share and interest in the said piece of land of the ALLOTTEES, shall stand reduced in accordance with the increase in F.S.I. or use of the land.

18.22 It is understood by the ALLOTTEES that the work of construction is heterogeneous in nature comprising of R.C.C. and Bricks work, therefore, any short coming inherent to the heterogeneous nature of construction like those due to unequal settlement of footing are likely to occur and will not be treated as defects. Further it is agreed by the ALLOTTEES that on account of practical constraints there may be some variations on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the ALLOTTEES for such variations.

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

18.24 It is also well within the knowledge of the ALLOTTEES that heir cracks in the construction work is a very common feature caused due to specified kind of soil such black cotton etc., as such the ALLOTTEES understand, agree that any hair crack in the apartment shall not be treated or considered as any defect and the PROMOTER shall not be held responsible for any such common or regular things.

18.25 The ALLOTTEES understand and agree that the subject to reservation of open space/terrace, or any reservation made otherwise by the PROMOTER, the staircase/s, stairways, lift, passages, land, main gates, pump with electrical motor and all other equipments, machinery, assets facilities etc. for common use are and shall always be the commonly hold and used properties for the use and beneficial enjoyment of all the owners/occupants in the said building including the ALLOTTEES subject to further reservations if any, made by the PROMOTER and no owner/occupant of any Apartment including the ALLOTTEES shall be entitled to the exclusive use of any part or portion of the same and no person including the ALLOTTEES shall be entitled to the personal exclusive use or enjoyment of any particular land, machinery, lift, equipments, assets, machinery etc. which is for common use or enjoyment for the benefit of all the owner/s of the said building.

18.26 During the subsistence of this agreement, the ALLOTTEES shall not be entitled to transfer his any rights or interest in the said property or to otherwise alienate with the same in any manner whatsoever without prior written permission of the PROMOTER for which the PROMOTER reserves rights and may allow subject to transfer fee and such other terms as may be deemed fit and agree to execute the sale deed in the name of any nominee/s of the ALLOTTEES as the ALLOTTEES may request.

18.27 The ALLOTTEES know and agree that in case any extra work as per statutory requirements or for more safety of the building or for making the complex luxurious and beautiful is required to be done, the expenses as may be incurred,

therefore, shall be borne proportionately by the ALLOTTEES along with the other ALLOTTEES in the said complex and if any extra construction amenities or facilities are required and demanded by any particular ALLOTTEES for his own premises, other than that as provided under this agreement, the cost thereof shall be borne and paid by the ALLOTTEES individually in addition to the consideration agreed as above.

18.28 The ALLOTTEES understand and agree that all required deeds and documents shall be got prepared by the PROMOTER to which the ALLOTTEES shall have no objection. However, all kinds of expenses for the purpose of execution and registration of sale deed or other deeds or documents shall be born and paid by the ALLOTTEES. The ALLOTTEES further understand, agree and undertake that the PROMOTER shall be fully entitled, free & at liberty to incorporate in the sale deed such other terms, restrictions or conditions as may be deemed fit or proper, but not included in this agreement, to regulate the use & enjoyment of the common rights, facilities, amenities etc., to which the ALLOTTEES shall have no claims or objection and agree upon any such conditions.

18.29 The ALLOTTEES understand that this sale transaction and consideration amount is relating to carpet area of the Apartment under sale but no consideration amount is received for any other area and the other annexed areas mentioned are only for the purpose of calculation of rights in common areas, services, etc., which includes internal dimensions of all rooms, kitchen, drawing, dining, bath, W.C., internal passages, exclusive space, balcony area, parking as well as share in common areas, services, parking etc. and has been taken to be correctly described in the Schedules hereunder written and if any misstatement, difference error or omission in the area shall be discovered, the same shall not annual this transaction, nor shall any compensation be allowed in respect thereof to any party in case of decrease or increase, but all such error or omission will always be subject to necessary correction by the parties hereto.

18.30 The ALLOTTEES understand and agree that the PROMOTER shall not be liable or responsible to bear or pay any charges, expenses relating to the sale transaction with the ALLOTTEES on any account what so ever and in case the ALLOTTEES is required to bear or pay any charges or expenses due to any legal requirement or other compulsions, the ALLOTTEES shall indemnify, compensate and reimburse the PROMOTER against any or all such charges, expenses etc.

18.31 The ALLOTTEES understand & agree that upon his specific undertaking and agreeing to comply with all terms & conditions of this agreement the PROMOTER has agreed to allot/sell the Apartment in favour of the ALLOTTEES otherwise, the PROMOTER would have not entered this agreement.

19. The PROMOTER shall, until society/association/company is formed, maintain a separate account in respect of sums received by the PROMOTER from the

ALLOTTEES as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The ALLOTTEES shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, relating to the said plot only will remain the property of the PROMOTER until the said structure of the building is transferred to the Society/Limited Company or other body and until the building land is transferred to the Apex Body/Federation as hereinbefore mentioned, however, the PROMOTER shall be free and at liberty to reserves or restrict such rights with him exclusively with respect to utilization of open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, or other common areas or amenities or facilities of the project.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created on account of project loan, business loan or any other kinds of financial assistance facility availed by the PROMOTER, then the PROMOTER shall intimate the ALLOTTEES about that loan/financial assistance but notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEES who has taken or agreed to take such Apartment.

22. BINDING EFFECT: Forwarding this Agreement to the ALLOTTEES by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEES until, firstly, the ALLOTTEES signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within such days as may be given in the notice from the date of receipt by the ALLOTTEES and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTER within such days as may be given in the notice. If the ALLOTTEES fails to execute and deliver to the PROMOTER this Agreement within the intimated time period by the ALLOTTEES 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 ALLOTTEES for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEES, application of the ALLOTTEES shall be treated as cancelled and all sums deposited by the ALLOTTEES in connection therewith including the booking

amount shall be returned to the ALLOTTEES without any interest or compensation whatsoever, subject to deduction/forfeiture by way of liquidated damages and other expenses which shall not be objected by the ALLOTTEES.

23. ENTIRE AGREEMENT: This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be. The ALLOTTEE understand and agrees that the PROMOTER shall be free and at liberty to permit sharing of any common facilities, amenities of the said building/project with any other adjoining building/complex in common which shall not be objected by the ALLOTTEE at any time.

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

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

26. 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.

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

28. 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.

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

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

31. That all notices to be served on the ALLOTTEES and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEES or the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified above, however, it shall be the duty of the ALLOTTEES 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 ALLOTTEES, as the case may be.

32. JOINT ALLOTTEES: That in case there are Joint ALLOTTEES all communications shall be sent by the PROMOTER to either of the ALLOTTEES and at his/her address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEES.

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

34. 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 as far as the dispute is within the jurisdiction of that authority.

35. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the concerned courts will have the jurisdiction for this Agreement.

SCHEDULE 'A' OF THE PROPERTY REFERRED ABOVE –

ALL THAT Nazul piece and parcel of land bearing Plot Nos. 6/1 and 6/2, containing by admeasurement 1659.42 Sq. m. (17862.00 Sq. Ft.), out of Kh. Nos. 75/5, 6, 7, 9, 10 & 11, City Survey No. 2073, Sheet No. 38, of Mouza – JARIPATKA bearing Corporation House Nos. 738 & 739, Ward No. 60, situated at Nelson Square, Chhaonni, Chhindwara Road, Nagpur, within the limits of the Nagpur Municipal Corporation, Tahsil and District – NAGPUR, bounded as follows –

TO THE EAST	:	C. S. NO. 2074 WITH BUNGALOW BELONGING TO SHRI PARASHAR
TO THE WEST	:	C. S. NO. 2072 WITH BUNGALOW BELONGING TO MD. ANWAR MD. HABIB
TO THE NORTH	:	C. S. NO. 2069 WITH BUNGALOW BELONGING TO ALTAF BHAI
TO THE SOUTH	:	BY 12.00 M. WIDE ROAD

SCHEDULE 'B' OF PROPERTY REFERRED ABOVE –

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

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

WITNESSES:

THE UDAY CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR,
Acting through its Hon. Chairman,
SMT. MANISHA MAHATME W/o. ANIRUDDHA MAHATME,
and Hon. Secretary,
SHRI OMPRAKASH KOTHARI S/o LATE PREMCHAND KOTHARI
Through its attorney,
M/S. SUNCITY INFRATECH
Through its partner,

_____

SHRI PRAMOD S/O. KESHAVRAO WAIRAGADE

(THE LAND OWNER)

1. _____

M/S. SUNCITY INFRATECH

Through its partner,

_____

SHRI PRAMOD S/O. KESHAVRAO WAIRAGADE

(THE PROMOTER)

2. _____

1. _____

2. _____

(THE ALLOTTEES)

Drafted as per the instructions & documents of parties.

OM HARIRAMANI, JAYESH HARIRAMANI

ADVOCATES

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