

AGREEMENT FOR SALE

OF APARTMENT

VALUED AT Rs. _____ /-
AS PER GOVT. R.R. VALUED AT Rs. _____ /-
STAMP DUTY OF Rs. _____ /- PAID HEREWITH
CITY SURVEY No. 65, SHEET No. _____ ,
ITEM No. _____ , RATE Rs. _____ /Sq. m.,
OF MOUZA – NARI, TAHSIL & DISTRICT – NAGPUR.

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

BY AND BETWEEN

- i. **SHRI SUNIL GOPALDAS AGRAWAL**
[PAN – ABUPA3536A, AADHAAR No. 3868 2961 9151]
Aged about 57 years, Occ. Business.
- ii. **SMT. KAVITA SUNIL AGRAWAL**
[PAN – ABTPA7361E, AADHAAR No. 5799 4329 1904]
- iii. **SMT. MANJU VISHNU AGRAWAL**
[PAN – ABSPA4454F, AADHAAR No. 5821 7201 6802]
Aged about 61 years, Occ. Business.
- iv. **SHRI VISHNU ROOPESH AGRAWAL**
[PAN – AJEPA9118L, AADHAAR No. 3930 2641 0209]
Aged about 37 years, Occ. Business.
Both R/o. 402, Honey Palace, Ambedkar Square, C.A. Road, Nagpur – 440 008.

Aged about 54 years, Occ. Business.

R/o. Bungalow No. 09, Sarju Town, Ring Road, Wathoda, Nagpur – 440 035.

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

AND

(PAN – _____ , AADHAAR No. _____)

Aged about ____ years, Occupation – _____

R/o. _____ , Nagpur.

Hereinafter referred to and called the “**ALLOTTEE**” which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **ALLOTTEE**, as well as his heirs, legal representatives, successors, executors, assigns etc. of the **OTHER PART**.

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

WHEREAS; PROMOTER No. 1 is sole and absolute owner and in possession of ALL THAT piece and parcel of land bearing plot No. 19 admeasuring 910.44 Sq. m. (9800 Sq. Ft.), under Pachpaoli Housing Accommodation Scheme, out of Unit No. 01, city survey No. 65, of Mouza – Hansapuri, corresponding to municipal corporation house No. 657, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District – Nagpur, having purchased the same from 1. Smt. Gangabai Prabhu Madnani, 2. Shri Kishor Prabhu Madnani, 3. Shri Ashok Prabhu Madnani and 4. Smt. Reshma Jaikishan Harchandani as per Sale Deed duly registered in the office of the Sub-Registrar, Nagpur – 4, at serial No. 663 in book No. A1 from pages 148 to 153 of volume No. 171 corresponding to registration entry No. 00490 dated 29/05/1998.

AND WHEREAS; originally, the said plot No. 19 was granted by Government of Maharashtra through Collector/Nazul Officer, Nagpur, on heritable, transferable and renewable lease hold rights basis in favour of Shri Prabhu Govindram Madnani in revenue case No. 3/NAA-48/1977-78 for a period of 30 years commencing from 01/04/1975 and ending on 31/03/2005, as per Indenture of Lease dated 21/08/1987.

AND WHEREAS; later, said Shri Prabhu Govindram Madnani left for his heavenly abode leaving behind him, his wife, Smt. Gangabai Prabhu Madnani, two sons, Shri Kishor Prabhu Madnani & Shri Ashok Prabhu Madnani and one daughter, Smt. Reshma Jaikishan Harchandani, as his only legal heirs as such the said plot No. 19 devolved upon his legal heirs by way of intestate succession. Consequently, the said property was purchased by the PROMOTER No. 1 as referred above.

AND WHEREAS; after the demise of one of the partners of M/s. Shiv Wood Industries, namely Shri. Vishnu Sitaram Agrawal on 05/02/2015, his share and interest in the said plot No. 19 devolved upon his wife, Smt. Manju Vishnu Agrawal, his son Shri Roopesh Vishnu Agrawal and married daughter Smt. Rakhi Ashish Halalka, accordingly, their names came to be muted and recorded in City Survey Property Card, however, later on Smt. Rakhi Ashish Halalka has relinquished and released her share and interest in the said property in favour of her mother and brother as per relinquishment deed duly registered in the office of Sub-Registrar, Nagpur, bearing Serial/Registration No. 4498 dated 10/07/2015 and her name came to be deleted as per property card.

AND WHEREAS; the lease hold rights of the said plot No. 19 granted by Government of Maharashtra through Collector/Nazul Officer, Nagpur, has been renewed/extended in favour of Shri Vishnu Sitaram Agrawal and Smt. Manju Vishnu Agrawal in revenue case No. 239/NAA-48/2009 for a period of 30 years commencing from 01/04/2005 and ending on 31/03/2035, as per Indenture of Lease Deed duly registered in the office of Sub Registrar, Nagpur – 3, bearing serial/registration No. 822/2009 dated 09/03/2009, having further renewal clause therein.

AND WHEREAS; PROMOTER No. 2 is sole and absolute owner and in possession of ALL THAT piece and parcel of land bearing plot No. 20 admeasuring 910.44 Sq. m. (9800 Sq. Ft.), under Pachpaoli Housing Accommodation Scheme, out of Unit No. 01, city survey No. 65, of Mouza – Hansapuri, corresponding to municipal corporation house No. 657/A, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District – Nagpur, having purchased the same from 1. Smt. Gangabai Prabhu Madnani, 2. Shri Kishor Prabhu Madnani, 3. Shri Ashok Prabhu Madnani and 4. Smt. Reshma Jaikishan Harchandani as per Sale Deed duly registered in the office of the Sub-Registrar, Nagpur – 4, at serial No. 664 in book No. A1 from pages 154 to 159 of volume No. 171 corresponding to registration entry No. 00491 dated 29/05/1998.

AND WHEREAS; originally, the said plot No. 20 was granted by Government of Maharashtra through Collector/Nazul Officer, Nagpur, on heritable, transferable and renewable lease hold rights basis in favour of Shri Prabhu Govindram Madnani in revenue case No. 4/NAA-48/1977-78 for a period of 30 years commencing from 01/04/1975 and ending on 31/03/2005, as per Indenture of Lease dated 21/08/1987.

AND WHEREAS; later, said Shri Prabhu Govindram Madnani left for his heavenly abode leaving behind him, his wife, Smt. Gangabai Prabhu Madnani, two

sons, Shri Kishor Prabhu Madnani & Shri Ashok Prabhu Madnani and one daughter, Smt. Reshma Jaikishan Harchandani, as his only legal heirs as such the said property devolved upon his legal heirs by way of intestate succession. Consequently, the said plot No. 20 was purchased by the PROMOTER No. 2 as referred above.

AND WHEREAS; the lease hold rights of the said plot No. 20 granted by Government of Maharashtra through Collector/Nazul Officer, Nagpur, has been renewed/extended in favour of Shri Sunil Gopaldas Agrawal and Smt. Kavita Sunil Agrawal in revenue case No. 241/NAA-48/2009 for a period of 30 years commencing from 01/04/2005 and ending on 31/03/2035, as per Indenture of Lease Deed duly registered in the office of Sub Registrar, Nagpur – 3, bearing serial/registration No. 821/2009 dated 09/03/2009, having further renewal clause therein.

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

AND WHEREAS; the PROMOTERS after sanction of building plan/permit, started the construction work of a Multistoried building on the said plot consisting self-contained Flats/Apartments/Shops/Offices 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 revised/re-revised, if required.

AND WHEREAS; there is a single building/complex comprising of first, second, third and fourth floors having Flats/Apartments/Shops/Offices to be developed and constructed on the said plot. The said building shall be known and styled as **“THE EMPIRE”**.

AND WHEREAS; the PROMOTERS 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 ALLOTTEE, being desirous to own office/block in the said building, approached the PROMOTERS and requested to allot him some offices/blocks in the said building. The PROMOTERS, on demand of the ALLOTTEE, has given inspection to the ALLOTTEE of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTERS's Architects and of such other documents. AND WHEREAS; the PROMOTERS has got various approvals from the concerned local authority(s) to the plans, the specifications,

elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS; after due inspection of plan, design, spot etc., the ALLOTTEE choose and applied to the PROMOTERS for allotment of an Apartment No. _____ at _____ floor situated in the said building/project.

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

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

1. The PROMOTERS shall construct the said building 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 except any alteration or addition required by any Government authorities or due to change in law or any other cause which shall not be objected by the ALLOTTEE.
2. The PROMOTERS has agreed to allot and sell to the ALLOTTEE and the ALLOTTEE has agreed to purchase from the PROMOTERS, ALL THAT R.C.C. Structure consisting a residential Apartment No. _____ of the _____ type admeasuring _____ Sq. m. built-up area (_____ Sq. m. super 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 premises, particularly described in the Schedule "A" annexed herewith subject to terms and conditions in this agreement.
3. The ALLOTTEE agreed to pay Rs. _____ /- (Rupees _____ Only), to the PROMOTERS 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).

_____ 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), shall be deemed to have been acknowledged, admitted and confirmed by the PROMOTERS, subject to realization of the cheques/pay orders, for the payments made by way of cheques/pay orders, as earnest money/booking amount.

4. The ALLOTTEE has further agreed to pay balance amount of Rs. _____ /- (Rupees _____ Only) as per following schedule of payment.

SCHEDULE OF PAYMENT OF BALANCE AMOUNT

- i. Amount of Rs. _____ /- (Rupees _____ Only) being 10% of the total consideration amount to be paid on completion of plinth work of the building in which the apartment is located.
- ii. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of basement floor slab of the building in which the apartment is located.
- iii. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of ground floor slab of the building in which the apartment is located.
- iv. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of first floor slab of the building in which the apartment is located.
- v. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of second floor slab of the building in which the apartment is located.

- vi. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of third floor slab of the building in which the apartment is located.
- vii. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of fourth floor slab of the building in which the apartment is located.
- viii. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of fifth floor slab of the building in which the apartment is located.
- ix. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of sixth floor slab of the building in which the apartment is located.
- x. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of seventh floor slab of the building in which the apartment is located.
- xi. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of eighth floor slab of the building in which the apartment is located.
- xii. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of ninth floor slab of the building in which the apartment is located.
- xiii. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of tenth floor slab of the building in which the apartment is located.
- xiv. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of eleventh floor slab of the building in which the apartment is located.
- xv. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of twelfth floor slab of the building in which the apartment is located.
- xvi. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of thirteenth floor slab of the building in which the apartment is located.
- xvii. Amount of Rs. _____ /- (Rupees _____ Only)
being 3.5% of the total consideration amount to be paid on completion of fourteenth floor slab of the building in which the apartment is located.

- xviii. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of fifteenth floor slab of the building in which the apartment is located.
- xix. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of sixteenth floor slab of the building in which the apartment is located.
- xx. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of seventeenth floor slab of the building in which the apartment is located.
- xxi. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of eighteenth floor slab of the building in which the apartment is located.
- xxii. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of nineteenth floor slab of the building in which the apartment is located.
- xxiii. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% 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 Apartment is located.
- xxiv. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
- xxv. Amount of Rs. _____ /- (Rupees _____ Only) being 3.5% of the total consideration amount to be paid at the beginning of finishing work of the building in which the said Apartment is located.
- xxvi. Balance amount of Rs. _____ /- (Rupees _____ Only) to be paid at the time of handing over of the possession of the Apartment to the ALLOTTEE on or after receipt of occupancy certificate or completion certificate.

Total Rs. _____/- (Rupees _____ Only)

5. The ALLOTTEE knows, agrees and understand that all the payments shall be made by him timely as per aforesaid schedule and in the event of non-payment or any default of payment, for any reasons whatsoever including the ALLOTTEE

failing to secure the financial assistance timely from the financial bank/institutions for any reasons whatsoever, the PROMOTERS in its sole and absolute desecration, may grant grace period of 45 days in each instalments due, subject to payment of interest at such rates as is permissible as per law and rules by way of damages, however, in the event of any delay beyond the grace period, the PROMOTERS shall be free & entitled cancel the allotment including agreement at the cost and risk of ALLOTTEE and allot or grant the said Apartment to any person or persons at any terms and forfeit the amount equal to 25% of the amount paid by the ALLOTTEE, to which the ALLOTTEE shall have no objection of any kind whatsoever and shall not make any claim or objection against the PROMOTERS and/or any other prospective buyer/s of the said Apartment.

6. The ALLOTTEE undertakes and agrees to deduct tax at source out of the total payable consideration amount at such rate and on such amounts as may be applicable for the time being in force on the consideration amount payable as per this agreement and shall credit the same in the relevant income tax account of the PROMOTERS and shall issue a certificate to this effect to the PROMOTERS.
7. The Total Price is subject to increase/escalation such as increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time as per notification/order/rule/regulation published/issued in that behalf to that effect which shall be furnished along with the demand letter being issued to the ALLOTTEE, relating to subsequent payments.
8. The ALLOTTEE authorizes the PROMOTERS 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 PROMOTERS may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the PROMOTERS to adjust his payments in any manner.
9. Time, being essence of contract, the parties shall adhere to and comply with their respective part of contract timely. The PROMOTERS shall ensure to complete the project by 2021 and hand over the premise under reference to the ALLOTTEE timely as well as the common areas to the concerned association/society of the building/project after receiving the occupancy certificate or completion certificate provided that the ALLOTTEE makes the payment of the stipulated instalment in time and the construction work is not interrupted or disturbed due to non-availability of building materials, labourers strike, natural calamities, war, civil commotion, acts of god, any notice/order/rule/notification of the government or other public authorities or court

or any emergencies or other unavoidable circumstances beyond the control of the PROMOTERS. Similarly, the ALLOTTEE shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations as per this agreement or as demanded by the PROMOTERS.

10. The PROMOTERS shall be free and at liberty to consume the full Floor Space Index (FSI) as may be permissible from time to time in respect of the project land with liberty of availing Transferrable Development Rights or FSI on payment of premium or otherwise on expectation of increased FSI in future which may be available in future on modification to Development Control Regulations as may be applicable to the said project. The PROMOTERS has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project as per registration of the project and shall disclose modifications or changes in utilization of FSI. The ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTERS by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTERS only without any claim or objection by the ALLOTTEE. The ALLOTTEE hereby undertake, agree and understand that in case of any increase in the F.S.I. or use of land by the PROMOTERS, the undivided variable proportionate share and interest in the said piece of land of the ALLOTTEE, shall stand reduced in accordance with the increase in F.S.I. or use of the land, against which the ALLOTTEE shall not make any demand, claim or objection at any time.
11. Without prejudice to the right of PROMOTERS to charge interest in terms of this agreement, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTERS under this Agreement as well as such taxes, dues, charges etc. payable by the ALLOTTEE relating to his proportionate share to the concerned local authority and on the ALLOTTEE committing any defaults of payment of instalments, the PROMOTERS shall at his own option, may terminate this Agreement which shall not be objected by the ALLOTTEE provided that, PROMOTERS shall give notice of fifteen days in writing to the ALLOTTEE, by Registered Post AD at the address provided by the ALLOTTEE and mail at the e-mail address, if any, provided by the ALLOTTEE, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. The notice or intimation sent by registered post and/or e-mail shall be sufficient proof of proper service of the same on the ALLOTTEE. If the ALLOTTEE fails to rectify the breach or breaches mentioned by the PROMOTERS within the period of notice then at the end of such notice period,

PROMOTERS shall be entitled to terminate this Agreement without any claim, demand or objection, however, upon termination of this Agreement as aforesaid, the PROMOTERS shall refund to the ALLOTTEE the amount received from him subject to deduction of 25% of the received amount by way of liquidated damages, administrative and other expenses and the PROMOTERS shall be free to allot/sell the said apartment to any other buyer. However, amount shall be refunded to the ALLOTTEE within 30 days from the date of cancellation of sale agreement.

12. Procedure for taking possession –

The PROMOTERS, upon obtaining the occupancy certificate or completion certificate from the competent authority and the payment made by the ALLOTTEE as per the agreement, shall offer the possession of the Apartment, to the ALLOTTEE in terms of this Agreement to be taken within such period as may be deemed fit and the PROMOTERS shall give possession of the Apartment to the ALLOTTEE. The ALLOTTEE agree(s) to pay the maintenance charges as determined by the PROMOTERS or association of ALLOTTEE, as the case may be.

13. Failure of ALLOTTEE to take Possession of Apartment:

- 13.1 Upon receiving intimation from the PROMOTERS as per this agreement, the ALLOTTEE shall take possession of the Apartment from the PROMOTERS and shall execute such indemnities, undertakings and other documentation as prescribed in this Agreement or otherwise by the PROMOTERS, and the PROMOTERS shall give possession of the Apartment to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time as provided in this agreement even then the ALLOTTEE shall continue to be liable to pay maintenance charges, taxes and other dues, liabilities as may be applicable from time to time.
- 13.2 If within a period of five years from the date of handing over the Apartment to the ALLOTTEE, the ALLOTTEE brings to the notice of the PROMOTERS any structural defect caused due to workmanship, quality of building material, in the Apartment then, wherever possible such defects shall be rectified by the PROMOTERS at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE shall be entitled to receive from the PROMOTERS, compensation for such defect in the manner as provided under the Act provided that such defects are caused due to any default on the part of PROMOTERS only but not due to any reasons beyond the control of PROMOTERS but the PROMOTERS 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.

14. The ALLOTTEE shall use the Apartment or any part thereof or permit the same to be used only for purpose as it may be permissible as per sanction plan, rules or regulations governing the use of that apartment or any part thereof. The ALLOTTEE understands and agrees that along with other ALLOTTEE(s) of Apartments in the building, the ALLOTTEE shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTERS 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 PROMOTERS within seven days of the same being forwarded by the PROMOTERS to the ALLOTTEE, so as to enable the PROMOTERS to register the common organisation of ALLOTTEE. No objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
15. The ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the ALLOTTEE shall pay to the PROMOTERS such proportionate share of outgoings as may be determined. The ALLOTTEE further agrees that till the ALLOTTEE's share is so determined the ALLOTTEE shall pay to the PROMOTERS provisional monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE to the PROMOTERS shall not carry any interest and remain with the PROMOTERS until that common structure areas transferred to the society.
16. The ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the PROMOTERS, the following amounts in addition to the consideration amount –

- (i) Rs. 50,000/- per block/office/unit/apartment for electricity transformer deposits of electrical receiving and Sub Station provided and Electricity meter as well as water connection.
- (ii) Rs. 1,00,000/- per block/office/unit/apartment towards one time deposit for maintenance until the formation of owners' association/society of the building.
- (iii) Monthly maintenance of internal common areas, services and facilities, such as lifts, lights, cleaning, security guards, passages, staircases, water supply etc. payable to the owners' association/society of the building upon its formation as may be calculated.
- (iv) Stamp duty as applicable.
- (v) Registration fees as applicable.
- (vi) Legal expenses as applicable.
- (vii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body as may be calculated.

Besides that, the ALLOTTEE shall have to pay such charges or expenses on account of formation of society, Electricity Meter, water connection/supply, common maintenance charges and other contributory expenses.

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

18. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

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

- 18.1 The PROMOTERS has clear and marketable title with respect to the project land; 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;

- 18.2 The PROMOTERS 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;
- 18.3 There are no encumbrances upon the project land or the Project except those disclosed to the ALLOTTEE, however, the PROMOTERS shall be free to secure loan or financial assistance for the said project and before final conveyance of the said apartment the PROMOTERS shall get the apartment released from the bank or financial institution;
- 18.4 There are no litigations pending before any Court of law to the knowledge of PROMOTERS with respect to the project land or Project except those disclosed in the title report;
19. The ALLOTTEE or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the PROMOTERS as follows :-
- 19.1 The ALLOTTEE understand and agrees that the PROMOTERS 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.
- 19.2 To maintain the Apartment at the ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 19.3 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.
- 19.4 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 PROMOTERS to the ALLOTTEE and shall not do or suffer to be

done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 19.5 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 PROMOTERS and/or the Society or the Limited Company.
- 19.6 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.
- 19.7 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.
- 19.8 Pay to the PROMOTERS within fifteen days of demand by the PROMOTERS, 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.
- 19.9 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the ALLOTTEE for any purposes other than for purpose for which it is sold.
- 19.10 The ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the ALLOTTEE to the PROMOTERS under this Agreement are fully paid up.

- 19.11 The ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 19.12 The ALLOTTEE shall permit the PROMOTERS 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.
- 19.13 The ALLOTTEE has verified and inspected all the relevant deeds and documents as to right, title and authority of the PROMOTERS and also the specifications, design, plan etc. respecting the said property. He also has personally seen and verified the spot and site. The ALLOTTEE is fully satisfied with the right, title and authority of PROMOTERS as well as the condition, type, user and specifications of the said property and facilities in the said complex and after being so satisfied, the ALLOTTEE has agreed to purchase it. A copy of each and every documents including the specifications, design, plan, and also a draft of proposed sale deed has been furnished and handed over to the ALLOTTEE and he acknowledge the same. Hereinafter, it shall not be open for the ALLOTTEE to question the rights, title and/or authority of the PROMOTERS before any forum or to make any claim in respect thereof, nor shall ALLOTTEE make any claim, complaint or objection as to the user, situation, construction work of the said property or respecting to any facilities or amenities thereof.
- 19.14 The leakage of bathroom, W.C., kitchen etc., if any, in the said Apartment, which may cause nuisance to the other owners/occupants, shall be got repaired by the ALLOTTEE at his own cost at earliest. Similarly, the ALLOTTEE shall allow access to his apartment to the PROMOTERS or any owner/occupant of any other apartment/s in the said complex, for the purpose of any repairing work etc.
- 19.15 The ALLOTTEE, after conveyance, shall hold the undivided variable proportionate share in land jointly with other owners and shall never claim the division or partition of the same, nor shall the PROMOTERS be liable for it.

- 19.16 The ALLOTTEE understand that the PROMOTERS shall engage and appoint his own engineers, architects and other experts for the purpose of completion of work of the said building and complete the building under his exclusive supervision and control to which the ALLOTTEE shall not object or raise any objection or otherwise interfere in any manner whatsoever, however, the ALLOTTEE shall be free & entitled to visit the spot & verify the work from time to time at any reasonable working hours.
- 19.17 It is well within the knowledge of the ALLOTTEE that providing electricity connection shall not be the liability or responsibility of the PROMOTERS, however, at the request of the prospective buyer/s including the ALLOTTEE, the PROMOTERS may secure electricity connection for each Apartment and common water connection provided that all the buyer/s including the ALLOTTEE pay, without any delay or avoidance for any reasons whatsoever, such sums on account transformer, providing room for that purpose, load ancillary charges, SLC charges, deposits and all other expenses etc. separately as may be determined and demanded by the PROMOTERS and/or concerned authorities.
- 19.18 The ALLOTTEE understand and agree that he shall be liable and responsible to bear and pay without any delay or avoidance for any reasons whatsoever, maintenance charges, any sums for providing any facilities or amenities in the said building or on account of any other expenses including fine, dues, charges on any account as it may be determined and demanded by the PROMOTERS or any other concerned authorities.
- 19.19 The ALLOTTEE shall not erect any superstructure either temporary or permanent upon the available open space or on the top/terrace of the said building or to make any alterations, modifications or changes to the said Apartment which may damage the structural frame work of the entire building or complex or in any manner impair the building or complex as a whole or part or change the existing elevation thereof in any manner whatsoever. The ALLOTTEE understand, agree and confirm that the specifications, facilities and amenities in the said building are as per his wishes and desires to his full satisfaction in all respects. The ALLOTTEE shall always abide by the building regulations of the Nagpur Municipal Corporation, Nagpur Improvement Trust, Nagpur, and/or any other concerned authority.
- 19.20 The PROMOTERS shall be free and at liberty to carry on the further construction work of the said building to which the ALLOTTEE shall not interfere or obstruct. The PROMOTERS shall be free to change/revise/re-revise the existing building plan or design including amalgamation, division or clubbing of any Apartment/s, land for any reasons to which the ALLOTTEE shall have no objection or claim of

any sort and the ALLOTTEE shall be liable to sign or execute any deed or document or plan or design as the PROMOTERS may desire. However, the PROMOTERS shall not make any such change/revision/re-revision so as to minimize the carpet up area of Apartment here by agreed to be allotted and sold. The PROMOTERS further will be free and at liberty to utilize and use the common walls, roof/terrace for further construction work to which the ALLOTTEE shall have no objection and shall be liable and responsible to allow the PROMOTERS 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.

- 19.21 The PROMOTERS 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 of the F.S.I. or land to any person or persons of its choice or to enjoy the benefits of T.D.R. scheme or any other scheme. The ALLOTTEE hereby undertake, agree and understand that in case of any increase in the F.S.I. or use of land by the PROMOTERS, the undivided variable proportionate share and interest in the said piece of land of the ALLOTTEE, shall stand reduced in accordance with the increase in F.S.I. or use of the land.
- 19.22 The ALLOTTEE know and agree that the PROMOTERS shall have a right to allow display Hoardings/Neon-signs on the top terrace of the complex for advertisement or use any portion of terrace for installation of any machinery, equipment's for telecommunication, ATM, mobile phone services etc. to which the ALLOTTEE shall have no objection for such display. The electrical supply of this display shall be from common meter to be installed for the complex, however, electricity consumption charges for that purpose shall be borne and paid by the user/s. The ALLOTTEE shall not have any rights in top most open terrace.
- 19.23 It is understood by the ALLOTTEE that the work of construction is heterogeneous in nature comprising of R.C.C. and Bricks work, therefore, any short coming inherent to the heterogeneous nature of construction like those due to unequal settlement of footing are likely to occur and will not be treated as defects. Further it is agreed by the ALLOTTEE that on account of practical constraints there may be some variations on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the ALLOTTEE for such variations.

- 19.24 It is understood and agreed by the ALLOTTEE that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joint, seepage of water is likely to occur and this will not be treated as any defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage will be borne and paid by the ALLOTTEE separately. It is also understood and agreed by the ALLOTTEE that plastered masonry and concrete are not water proof in nature and there is a chance of leakage seepage through them if exposed to rain water or any wet condition and will not be treated as defect and no compensation shall be given to ALLOTTEE for such happenings.
- 19.25 It is also well within the knowledge of the ALLOTTEE that hair cracks in the construction work is a very common feature caused due to specified kind of soil such black cotton etc., as such the ALLOTTEE understand, agree that any hair crack in the apartment shall not be treated or considered as any defect and the PROMOTERS shall not be held responsible for any such common or regular things.
- 19.26 The ALLOTTEE understand and agree that the subject to reservation of open space/terrace, or any reservation made otherwise by the PROMOTERS, the staircase/s, stairways, lift, passages, land, main gates, pump with electrical motor and all other equipments, machinery, assets facilities etc. for common use are and shall always be the commonly hold and used properties for the use and beneficial enjoyment of all the owners/occupants in the said building including the ALLOTTEE subject to further reservations if any, made by the PROMOTERS and no owner/occupant of any Apartment including the ALLOTTEE shall be entitled to the exclusive use of any part or portion of the same and no person including the ALLOTTEE shall be entitled to the personal exclusive use or enjoyment of any particular land, machinery, lift, equipments, assets, machinery etc. which is for common use or enjoyment for the benefit of all the owner/s of the said building.
- 19.27 The ALLOTTEE understand and agree that besides the reservation of open space/terrace, the PROMOTERS shall be free and at liberty to allow any particular Apartment ALLOTTEE to use the open space or the terrace as may be permissible to which the ALLOTTEE shall have no objection or claim of any kind whatsoever.
- 19.28 During the subsistence of this agreement, the ALLOTTEE shall not be entitled to transfer his any rights or interest in the said property or to otherwise alienate with the same in any manner whatsoever without prior written permission of the PROMOTERS for which the PROMOTERS reserves rights and may allow subject to transfer fee and such other terms as may be deemed fit and agree to

execute the sale deed in the name of any nominee/s of the ALLOTTEE as the ALLOTTEE may request.

- 19.29 The ALLOTTEE know and agree that in case any extra work as per statutory requirements or for more safety of the building or for making the complex luxurious and beautiful is required to be done, the expenses as may be incurred, therefore, shall be borne proportionately by the ALLOTTEE along with the other ALLOTTEE in the said complex and if any extra construction amenities or facilities are required and demanded by any particular ALLOTTEE for his own premises, other than that as provided under this agreement, the cost thereof shall be borne and paid by the ALLOTTEE individually in addition to the consideration agreed as above.
- 19.30 The ALLOTTEE understand and agree that all required deeds and documents shall be got prepared by the PROMOTERS to which the ALLOTTEE shall have no objection. However, all kinds of expenses for the purpose of execution and registration of sale deed or other deeds or documents shall be born and paid by the ALLOTTEE. The ALLOTTEE further understand, agree and undertake that the PROMOTERS shall be fully entitled, free & at liberty to incorporate in the sale deed such other terms, restrictions or conditions as may be deemed fit or proper, but not included in this agreement, to regulate the use & enjoyment of the common rights, facilities, amenities etc., to which the ALLOTTEE shall have no claims or objection and agree upon any such conditions.
- 19.31 The ALLOTTEE understand that this sale transaction and consideration amount is relating to carpet area of the Apartment under sale but no consideration amount is received for any other area and the other annexed areas mentioned are only for the purpose of calculation of rights in common areas, services, etc., which includes internal dimensions of all rooms, kitchen, drawing, dining, bath, W.C., internal passages, exclusive space, balcony area, parking as well as share in common areas, services, parking etc. and the consideration amount is settled for whole Apartment under sale considering the carpet area and has been taken to be correctly described in the Schedules hereunder written and if any misstatement, difference error or omission in the area shall be discovered, the same shall not annul 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.
- 19.32 The ALLOTTEE understand and agree that the PROMOTERS shall not be liable or responsible to bear or pay any charges, expenses relating to the sale transaction with the ALLOTTEE on any account what so ever and in case the PROMOTERS is required to bear or pay any charges or expenses due to any

legal requirement or other compulsions, the ALLOTTEE shall indemnify, compensate and reimburse the PROMOTERS against any or all such charges, expenses etc.

- 19.33 The ALLOTTEE understand & agree that upon his specific undertaking and agreeing to comply with all terms & conditions of this agreement the PROMOTERS has agreed to allot/sell the Apartment in favour of the ALLOTTEE otherwise, the PROMOTERS would have not entered this agreement.
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 ALLOTTEE shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, relating to the said plot only will remain the property of the PROMOTERS 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 PROMOTERS 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. 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.
22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEE: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
24. 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.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
26. 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.
27. JOINT ALLOTTEE: That in case there are Joint ALLOTTEE all communications shall be sent by the PROMOTERS to either of the ALLOTTEE and at his/her address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE.
28. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.
29. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the concerned courts will have the jurisdiction for this Agreement.

SCHEDULE 'A' OF THE PLOT/PROPERTY REFERRED ABOVE –

ALL THAT piece and parcel of land comprising of plot No. 19 admeasuring 910.44 Sq. m. (9800 Sq. Ft.) and plot No. 20 admeasuring 910.44 Sq. m. (9800 Sq. Ft.) having total area of 1820.88 Sq. m. (19600 Sq. Ft.), under Pachpaoli Housing Accommodation Scheme, out of Unit No. 01, city survey No. 65, of Mouza – Hansapuri, corresponding to municipal corporation house No. 657 and 657/A respectively, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District – Nagpur, bounded as follows –

PLOT No. 19

TO THE EAST : PLOT No. 20

TO THE WEST : PLOT No. 18
TO THE NORTH : ROAD
TO THE SOUTH : ROAD

PLOT No. 20

TO THE EAST : PLOT No. 21
TO THE WEST : PLOT No. 19
TO THE NORTH : ROAD
TO THE SOUTH : ROAD

SCHEDULE ‘B’ OF APARTMENT/PROPERTY REFERRED ABOVE-

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

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

WITNESSES –

1. _____

i. _____

SUNIL GOPALDAS AGRAWAL

ii. _____

SMT. KAVITA W/O. SUNIL AGRAWAL

iii. _____

SMT. MANJU W/O. VISHNU AGRAWAL

iv. _____

SHRI VISHNU ROOPESH AGRAWAL

(THE PROMOTERS)

2. _____

(THE ALLOTTEE)

Drafted as per the instructions & documents of parties.

OM HARIRAMANI, JAYESH HARIRAMANI

ADVOCATES

“HARIRAMANI ASSOCIATES”

12A, Third Floor, NMC Complex, J.B. Wing,
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