

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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. 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.

23. 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/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. 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.

25. 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 Allottee, in

_____ after the Agreement is duly executed by the Allottee 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 _____.

26. The Allottee 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 Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address)
Notified Email ID: _____

M/s Leverage Realities
FF – 1/2/3, 4th Floor, Girish Heights
LIC Square, Sadar, Nagpur -440001

(Promoter Address)
Notified Email ID:
aditya@leveragegroup

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

28. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. **Stamp Duty and Registration :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. 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 _____ courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nagpur _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

All that Land admeasuring **2920 sq. mtrs.** bearing **Plot No. -----** sanctioned Scheme Popularly known and styled as '**LEVERAGE GREEN HEIGHTS**' under construction over all those piece and parcel of land bearing Khasara No. 37/1/2/K/2, admeasuring about 1.6 Hectares, with Occupant Class I, situated at Mouza: District Nagpur together with all rights whatsoever attached thereto and bounded as under:

ON THE EAST	:	Field No. 38 (Part) and Survey No. 51
ON THE WEST	:	24 Meter Wide Road
ON THE NORTH	:	37/1/2/K/1
ON THE SOUTH	:	Field No. 51, 52, 55 and 56

Second Schedule Above Referred to
Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

in the presence of WITNESSES:

1. Name _____
Signature _____

2. Name _____
Signature _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Aditya Gupta _____

(Authorized Signatory) WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

Please affix
photograph
and sign
across the
photograph

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Name of the Attorney at Law/Advocate, : Adv Anil Mulchandani

Address : 2nd Floor, Girish Heights, LIC Square, Nagpur – 440001.

Date : 23rd December, 2022

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to
(Description of property)

Place: Nagpur

Dated 24th day of December, 2022

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE -B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE - E

(Specification and amenities for the Apartment),

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee I

say received.

I, **Aditya Umesh Gupta**, promoter of the new proposed project named and styled as **Leverage Green Heights Wing A** hereby declare that there is no deviation in the clauses and conditions mentioned in the Agreement to Sale and that the Draft is made according to the norms as prescribed by MahaRERA.

The Promoter/s.

By order and in the name of the Governor of Maharashtra,

R. K. DHANAWADE,
Deputy Secretary to Government.