Annexure „A"
Model Form of Agreement to be entered into betweenPromoter andAllottee(s)
(See rule 10(1))
EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event,matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained ineach and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

FOR RS. /-

(RUPEES ONLY)

GOVERNMENT MARKET VALUE RS. /-

[Valuation of Stamp Duty @ Rs. 72,670/- per Sq. Mtrs. as per Sheet No. (39) / 17 II, City Survey No. 203 appearing as Item No. 17.281 / 39 at Page No. 513 of the Govt. Stamp Duty Ready Reckoner, 2022 - 2023]

This **AGREEMENT TO SELL** is made and executed at **NAGPUR** on this ___ **Day** of _____, **2023**

BETWEEN

M/S GROWSPACE HOME INFRA, a Partnership Firm, duly formed under provisions of the Partnership Act, 1932 (P.A. No. AAXFG9434D), having its Office at Flat No. 203, Gulab Palace, Plot No. 22/B, Farmland, Ramdaspeth, Nagpur – 440010 (M.S.), acting through its AUTHORISED PARTNERS, **1) SHRI NILESH S/O RAMESHCHANDRA RATHI**, Aged about 41 years, Occupation – Business (P.A. No. AEMPR6073G) [Aadhaar No. 6623 2263 4504], Resident of Flat No. 403, Gulab Palace, Plot No. 22/B, Farmland, Ramdaspeth, Nagpur – 440010 (M.S.) and **2) SHRI ATISH S/O RAMESH AGRAWAL**, Aged about 43 years, Occupation – Business (P.A. No. ACAPA9904B) [Aadhaar No. 6986 7620 3511], Resident of Flat No. 203, Gulab Palace, Plot No. 22/B, Farmland, Ramdaspeth, Nagpur – 440010 (M.S.), herein afterwards called as the "**VENDOR / DEVELOPER**" which expression shall unless repugnant to the context or meaning thereof always

mean and include the said "**VENDOR / DEVELOPER**" as well as its partners, their heirs, successors in title, legal representatives, executors, administrators and assigns of the **ONE PART**.

AND

1) _____, Aged about ___ years, Occupation – _____ (P.A. No. _____) [Aadhaar No. _____] and **2**) _____, Aged about ___ years, Occupation – _____ (P.A. No. _____) [Aadhaar No. _____], both Residents of _____ , herein afterwards jointly called as the "**PURCHASERS**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**PURCHASERS**" as well as their heirs, successors in title, legal representatives, executors, administrators and assigns of the **SECOND PART**.

WHEREAS the **Vendor / Developer** is sole and absolute owner of **All That** piece and parcel of Malik-Makbuza land bearing **Plot No. 15** (Fifteen), total containing by admeasurement **1114.83 Sq. Mtrs.** (12000.00 Sq. Fts.) being a portion of land bearing **Khasra No. 78** of **Mouza – Lendhra** bearing **Sheet No.** (**39**) / **17 II**, **City Survey No. 203** bearing **Municipal Corporation House No. 153** in **Ward No. 71**, situated at **Bhagwaghar Layout**, **Dharampeth**, **Nagpur**, within the limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur**, which is more particularly described in the Schedule of Property hereunder written. (Herein afterwards referred as the said "**Plot / Property**" for sake of brevity and convenience).

WHEREAS originally, **All That** piece and parcel of **Malik – Makbuza land** bearing **Plot No. 15** total containing by admeasurement **1114.83 Sq. Mtrs.** (12000.00 Sq. Fts.) being a portion of land bearing **Khasra No. 78** of **Mouza – Lendhra** bearing **Sheet No.** (**39**) / **17 II**, **City Survey No. 203** bearing **Municipal Corporation House No. 153** in **Ward No. 71**, situated at **Bhagwaghar Layout**, **Dharampeth**, **Nagpur**, within the limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur** was owned by **Mr. Framroze Pirojshaw Bhagwagar**, Resident of Hansapuri, Bhandara Road, Nagpur.

WHEREAS lateron, **Mr. Framroze Pirojshaw Bhagwagar** sold the said **Plot No. 15** to **Shri Bhagwandas Murajmal Gangwani** by virtue of a **Sale Deed** dated **17-05-1962** which is registered in Addl. Book No. 1, Volume No. 16 on Pages 64 to 71 at **Serial No. 1438** (P) on **25-09-1962** in the office of **Sub – Registrar**, **Nagpur**.

WHEREAS subsequently, **Shri Bhagwandas Murajmal Gangwani** constructed a **Residential House** over the said **Plot No. 15** comprising **Ground Floor** and **First Floor**, having total **Built Up Area** of **249.367 Sq. Mtrs.** (2684.19 Sq. Fts.) out of his exclusive earnings and savings in accordance with the **Building Plan** sanctioned by **Building Engineer** of the **Nagpur Improvement Trust** vide **Building Permit No. CS / 4235 / 5263**, dated **17-10-1962**.

WHEREAS in due course of time, **Shri Bhagwandas Murajmal Gangwani** left for heavenly abode on **19-01-1997** and after his death, his mother, **Smt. Radhabai Mrujmal Gangwani**, his widow, **Smt. Sunita Bhagwandas Gangwani** and his 2 sons, namely, **1) Shri Anil Bhagwandas Gangwani** and **2) Shri Sanjay Bhagwandas Gangwani** jointly inherited and became joint co-owner of the said property by virtue of intestate succession as per provisions of the Hindu Succession Act, 1956.

WHEREAS lateron, **1) Smt. Radhabai Gangwani**, **2) Shri Anil Gangwani** and **3) Shri Sanjay Gangwani** jointly relinquished - released their respective variable, proportionate, undivided, right, share and interest in the said property in favour of **Smt. Sunita Bhagwandas Gangwani** by virtue of a **Release Deed**, dated **16-07-1997** which is registered in Addl. Book No. 1, Volume No. 747 at Pages 73 to 76 at **Serial No. 2134 (P)** on **17-07-1997** in the office of **Sub-Registrar**, **Nagpur** and pursuant to the said **Release Deed**, dated **17-07-1997**, **Smt. Sunita Bhagwandas Gangwani** became sole and absolute owner of the entire said property.

WHEREAS lateron, **Smt. Sunita Bhagwandas Gangwani** executed a **Will Deed** which was registered at **Serial No. 4641 / 2008** on **04-08-2008** in the office of **Sub - Registrar No. 1, Nagpur**, but lateron due to various legitimate and personal reasons, **Smt. Sunita Bhagwandas Gangwani** cancelled / revoked her **Will Deed** dated **04-08-2008** by virtue of a **Deed** of **Revocation** of **Will Deed**, which is registered at **Serial No. 1939 / 2015** on **06-06-2015** in the office of **Sub - Registrar No. 1, Nagpur**.

WHEREAS after **Smt. Sunita Bhagwandas Gangwani** cancelled / revoked her **Will Deed**, dated **04-08-2008**, she executed another **Will Deed**, which was registered at **Serial No. 1939 / 2015** on **06-06-2015** in the office of **Sub - Registrar No. 8, Nagpur**.

WHEREAS thereafter, due to some inadvertence and confusion, the names of 1) Smt. Sunita Bhagwandas Gangwani, 2) Shri Anil Bhagwandas Gangwani and 3) Shri Sanjay Bhagwandas Gangwani got mutated in the records of City Survey (Aakhiv Patrika) vide Mutation Entry No. 4235 on 21-04-2009 and therefore Smt. Sunita Bhagwandas Gangwani filed an

Appeal before the Superintendent of Land Records, Nagpur on 03-10-2016 for deletion of names of her 2 sons, 1) Anil Bhagwandas Gangwani and 2) Sanjay Bhagwandas Gangwani from the records of City Survey (Aakhiv Patrika) vide Appeal No. R.T.S. / S. R. – 133 / 2016 - 17 under Section 247 of the Maharashtra Land Revenue Code, 1966. That after evaluating the said Appeal on facts and merits, the Superintendent of Land Records, Nagpur, vide its Order, dated 04-10-2017 directed the City Survey Officer No. 3, Nagpur to correct the Mutation Entry No. 4235, dated 21-04-2009 and accordingly the names of 1) Anil Bhagwandas Gangwani and 2) Sanjay Bhagwandas Gangwani were deleted and only the name of Smt. Sunita Bhagwandas Gangwani was retained and mutated in the records of City Survey (Aakhiv Patrika) as sole and absolute owner of the said property.

WHEREAS subsequently, due to various personal and legitimate reasons, **Smt. Sunita Bhagwandas Gangwani** again determined to cancel / revoke her **Will Deed**, registered at **Serial No. 1939 / 2015** on **06-06-2015** in the office of **Sub - Registrar No. 8, Nagpur** and accordingly she cancelled / revoked her **Will Deed**, dated **06-06-2015** by virtue of a **Deed** of **Revocation** of **Will Deed**, which is registered at **Serial No. 2989 / 2019** on **03-05-2019** in the office of **Sub - Registrar No. 4, Nagpur**.

WHEREAS lateron, **Smt. Sunita Bhagwandas Gangwani** transferred **50**% area of **Land**, admeasuring **557.4135 Sq. Mtrs.**, bifurcating from **North** to **South** situated towards **Eastern Side** from and out of **Plot No. 15** total containing by admeasurement **1114.83 Sq. Mtrs.** (12000.00 Sq. Fts.) together with **50**% share and interest in the **Residential House** on the **Ground Floor** and the **First Floor** having **Built Up Area** of **124.6835 Sq. Mtrs.** (1342.095 Sq. Fts.) from and out of total **Built Up Area** of **249.367 Sq. Mtrs.** (2684.19 Sq. Fts.) in the **Residential House** standing thereon to her younger son, **Shri Sanjay Bhagwandas Gangwani** by virtue of a **Gift Deed** which is registered at **Serial No. 2990 / 2019** on **03-05-2019** in the office of **Sub – Registrar No. 4, Nagpur**.

WHEREAS pursuant to said **Gift Deed** dated **03-05-2019**, **Shri Sanjay Bhagwandas Gangwani** became sole and exclusive owner of **50**% area of **Land**, admeasuring **557.4135 Sq. Mtrs.**, bifurcating from **North** to **South** situated towards **Eastern Side** from and out of **Plot No. 15** total containing by admeasurement **1114.83 Sq. Mtrs.** (12000.00 Sq. Fts.), together with **50**% share and interest in the **Residential House** on the **Ground Floor** and the **First Floor** having **Built Up Area** of **124.6835 Sq. Mtrs.** (1342.095 Sq. Fts.) from and out of total **Built Up Area** of **249.367 Sq. Mtrs.** (2684.19 Sq. Fts.) in the **Residential House** standing thereon and accordingly his name was mutated in the records of City Survey (Aakhiv Patrika) and Nagpur Municipal Corporation.

WHEREAS thereafter, Shri Sanjay Bhagwandas Gangwani filed an Application on 18-01-2022 before the Hon'ble Superintendent of Land Records, Nagpur for rectification and correction of area of the said Plot No. 15 since the area of the said Plot No. 15 was incorrectly stated as 971.70 Sq. Mtrs. in the records of City Survey (Aakhiv Patrika) as compared to original and actual area of the said Plot No. 15 being 1114.83 Sq. Mtrs., which was stated in the Sale Deed dated 17-05-1962 registered in Addl. Book No. 1, Volume No. 16 on Pages 64 to 71 at Serial No. 1438 (P) on 25-09-1962 in the office of Sub – Registrar, Nagpur.

WHEREAS the **Hon'ble Superintendent of Land Records**, **Nagpur** vide **Order No. भू- ३ ,मौ .लेंड्रा / २० (२) / फे. चौकशी** दिनांक **०२ / ०३ / २०२२** directed the **City Survey Officer No. 3, Nagpur** to conduct an enquiry on the **Application** filed by **Shri Sanjay Bhagwandas Gangwani** for rectification and correction of area of the said **Plot No. 15** and after evaluating all previous title deeds, facts and conducting measurement of the said **Plot No. 15**, the **City Survey Officer No. 3, Nagpur** allowed the **Application** filed by **Shri Sanjay Bhagwandas Gangwani** and directed the **City Survey Officer No. 3, Nagpur** to correct the area of the said **Plot No. 15** as **1114.83 Sq. Mtrs.** vide **Letter No. प. भू – .१ / लेंड्रा / फेरचौकशी / २०३ / २०२२** ,दिनांक **१६ / ०३ / २०२२** and accordingly the area of the said **Plot No. 15** bearing **City Survey No. 203** was rectified and corrected as **1114.83 Sq. Mtrs.**

WHEREAS lateron, **Smt. Sunita Bhagwandas Gangwani** transferred **50%** **Plotable Area** of **Land** admeasuring **557.415 Sq. Mtrs.**, bifurcating from **North** to **South** towards **Western Side** of **Plot No. 15** total containing by admeasurement **1114.83 Sq. Mtrs.** (12000.00 Sq. Fts.) together the **Residential House** constructed vertically on the said **50%** Plotable Area of Land comprising **Ground Floor** and **First Floor** having **Built Up Area** of approximately **124.6835 Sq. Mtrs.** to her elder son, **Shri Anil Bhagwandas Gangwani** by virtue of a **Gift Deed** dated **29-03-2022** which is registered at **Serial No. 3015 / 2022** on **27-04-2022** in the office of **Sub – Registrar No. 6, Nagpur**.

WHEREAS pursuant to said **Gift Deed** dated **29-03-2022**, **Shri Anil Bhagwandas Gangwani** became sole and exclusive owner of **50%** **Plotable Area** of **Land** admeasuring **557.415 Sq. Mtrs.**, bifurcating from **North** to **South** towards **Western Side** of **Plot No. 15** total containing by admeasurement **1114.83 Sq. Mtrs.** (12000.00 Sq. Fts.) together the **Residential House** constructed vertically on the said **50%** Plotable Area of Land comprising **Ground Floor** and **First Floor** having **Built Up Area** of approximately **124.6835 Sq. Mtrs.** will all heritable and transferable rights

therein.

WHEREAS lateron, **1) Shri Anil Bhagwandas Gangwani** and **2) Shri Sanjay Bhagwandas Gangwani** agreed to sell the said **Plot No. 15** admeasuring **1114.83 Sq. Mtrs.** together with the entire **Residential House** standing thereon to **M/s Growspace Home Infra**, a Partnership Firm, duly formed under provisions of the Partnership Act, 1932, having its Office at Flat No. 203, Gulab Palace, Plot No. 22/B, Farmland, Ramdaspeth, Nagpur by virtue of an **Agreement to Sell** dated **30-03-2022** which is registered at **Serial No. 3018 / 2022** on **27-04-2022** in the office of **Sub-Registrar No. 6, Nagpur** and finally **1) Shri Anil Bhagwandas Gangwani** and **2) Shri Sanjay Bhagwandas Gangwani** sold the said **Plot No. 15** and the entire **Residential House** standing thereon to **M/s Growspace Home Infra** by virtue of **Sale Deed** which is registered at **Serial No. 8394 / 2022** on **03-10-2022** in the office of **Sub-Registrar No. 1, Nagpur**.

WHEREAS pursuant to **Sale Deed** dated **03-10-2022**, **M/s Growspace Home Infra** became sole and absolute owner of the said **Plot No. 15** admeasuring **1114.83 Sq. Mtrs.** and accordingly its name was mutated in the records of City Survey and Nagpur Municipal Corporation.

WHEREEAS lateron, **M/s Growspace Home Infra** decided develop the said **Plot No. 15** admeasuring **1114.83 Sq. Mtrs.** by constructing a multistoried **Residential Apartment Scheme** comprising various self contained **Residential Apartments** and thus it prepared the **Building Plan** of the said **Residential Apartment Scheme** named and styled as **Elite Space** and accordingly the said **Building Plan** was sanctioned by the **_____** of the **Nagpur Municipal Corporation** vide its **Building Permit No. _____** , dated **_____**.

WHEREAS lateron, **M/s Growspace Home Infra**, acting through its Authorised Partners, **1) Shri Nilesh Rameshchandra Rathi** and **2) Shri Atish Ramesh Agrawal** (Being the Grantor) executed a **Deed** of **Declaration** and thereby subjected the said **Residential Apartment Scheme** known and styled as **Elite Space** proposed to be constructed over the said **Plot No. 15** to the provisions of **Maharashtra Apartment Ownership Act, 1970** by executing a **Deed** of **Declaration** which is registered at **Serial No. _____ / 2023** on **___ -02-2023** in the office of **Sub-Registrar No. ___, Nagpur**.

WHEREAS as per the sanctioned Building Plan, the **Residential Apartment Scheme** will consist **1 Building** and the said **Building** will have **Basement, Ground, First, Second, Third, Fourth, Fifth** & **Sixth Floor**.

WHEREAS the Vendor / Developer states and declares that there

are no impediments attached to the said Plot and that there are no tenants or illegal encroachments on the said Plot and that the Vendor / Developer has clear possession over the Plot. The Plot is freehold property and for establishing title, presently no separate permission is required to be obtained from any Government or Statutory Authority.

WHEREAS the Vendor / Developer is in possession of the said Plot and it is lawfully entitled to construct Building on the said Plot in accordance with recitals hereinabove.

WHEREAS the **Vendor / Developer** will be constructing a **Residential Apartment Scheme** which will be known and styled as **Elite Space** over the said **Plot No. 15** in accordance with the sanctioned Building Plan, Designs and Specifications approved by the **Nagpur Municipal Corporation** however the Building Plan, Designs and Specifications may be modified by the Vendor / Developer from time to time in future, provided that before altering or modifying any change in the Building Plan, Designs and Specifications, the Vendor / Developer shall obtain prior consent in writing from the Purchasers pertaining to such alterations or modifications, which may adversely affect the nature and structure of Apartment of the Purchasers, except any alteration or addition required by the Nagpur Municipal Corporation, Government Departments or Statutory Authorities or due to change in any law or regulations.

WHEREAS, the Vendor / Developer has exclusive rights to sell Apartments in the **Residential Apartment Scheme** named and styled as **Elite Space** proposed to be constructed on the **Plot No. 15** together with variable, proportionate, undivided, share and interest in the Plot and to execute deeds of Agreement to Sell, Sale Deeds and other deeds of Apartments in favour of prospective buyers and to receive the sales consideration in respect thereof.

WHEREAS the **Purchasers** have approached the **Vendor / Developer** and expressed their desire and willingness to purchase Residential **Apartment No**. _____ on the _____ **Floor** in the **Elite Space** building from the Vendor and Vendor / Developer.

WHEREAS on demand of the Purchasers, the Vendor / Developer has provided authenticated xerox copies of all title deeds, approvals, clearances, certificates, designs, sanctions, building plan and all other relevant documents pertaining to Elite Space building and the said Apartment to the Purchasers.

WHEREAS prior to payment of any money and execution /

registration of this Agreement to Sell, the Purchasers have thoroughly and carefully perused all title deeds, approvals, clearances, certificates, designs, sanctions, building plan and all other relevant documents pertaining to the said Elite Space building and the said Apartment provided by the Vendor / Developer and the Purchasers declare that they are completely satisfied from the deeds and documents provided by the Vendor / Developer and its right and authority to sell the Apartment agreed to be purchased by the Purchasers. The Purchasers declare that they do not require any further information or disclosure from the Vendor / Developer pertaining to Elite Space building and the Apartment agreed to be purchased by them.

WHEREAS the authenticated copy of **Title Verification** & **Search Report** issued by an **Advocate**, the authenticated copies of **City Survey** (Property Card) and other relevant **Revenue Records** showing nature of the title of the **Vendor** and **Vendor / Developer** to the **Plot** on which the building is proposed to be constructed have been annexed hereto and marked as **Annexure** - "**A**" and **Annexure** – "**B**", respectively.

WHEREAS the authenticated copies of **Building Permit** and **Building Plan** according to which the construction of the proposed **Residential Apartment Scheme** will be done by the **Vendor / Developer** and **Specifications** of the **Apartment** that will be provided by the Vendor / Developer has been annexed hereto and marked as **Annexure** – "**C**" and **Annexure** – "**D**", respectively.

WHEREAS while sanctioning the Building Plan, the Nagpur Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor / Developer while developing the Plot and the said building and the Vendor / Developer has accordingly commenced construction of the said Building in accordance with the sanctioned Building Plan.

WHEREAS, the Vendor / Developer has registered the proposed project of **Elite Space** under provisions of the **Maharashtra Real Estate** (**Regulation and Development**) **Act, 2016** with the **Maharashtra Real Estate Regulatory Authority** and the said project bears **MahaRERA Registration No**. _____.

WHEREAS the Vendor/ Developer and the Purchasers are relying on confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement to Sell and all applicable laws and are now willing to execute and register this Agreement to Sell in accordance with the terms, conditions and covenants set out in this Agreement to Sell and as mutually agreed upon by and between the Vendor / Developer and the

Purchasers. Accordingly, the Vendor / Developer hereby agrees to sell and the Purchasers hereby agree to purchase the said Apartment upon terms and conditions appearing herein under:-

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall construct the aforesaid Project consists of a Multisoried Building consisting of 1 Basement, 1 Ground Floor and 7 (Seven) Upper Floors. The 1 Basement and Ground Floor shall be utilized for Parking. The Upper Floors shall consists of Separate Apartments to be constructed by the Promoter Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being

constructed in the layout for the consideration of Rs. _____/-. which includes :

1.b The total aggregate consideration amount for the said Apartment excluding Allotted Covered Parking Space, MSEB & water charge (Infrastructure cost), Stamp duty, Registration, Legal fees & association deposit is thus Rs. _____/-.

1.c *The Allottee has paid on or before execution of this agreement a sum of Rs*
_____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to
that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-
i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter 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..
vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and 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.

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of GST, Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter Party) up to the date of handing over the possession of the said Apartment. The Allottee specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the same. GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Allottee. It shall be obligatory on the part of Allottee to pay the amount of GST as may be applicable) etc. simultaneously with the payment of each installment.

The Allottee does hereby state and declares that it shall be the sole liability and responsibility of the Allottee to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Allottee from the Sale Consideration payable to the Promoter Party and to credit the same in the appropriate account of Income Tax Department.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Promoter Party undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.f The Promoter Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Allottee or any other contractor and under no circumstances during the subsistence of this contract, the Allottee shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such

contract, if made by the Allottee shall be void and shall not be binding upon the Promoter Party.

1.g The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ __% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter

1.h The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area above the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.i The Allottee do hereby authorizes the Promoter Party 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 Party may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter Party to adjust her/his payments in any manner.

2.1 The Promoter Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 Time is essence for the Promoter Party as well as the Allottee. The Promoter Party shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter Party as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _ as proposed to be utilized by him on the project land in the said Project and Allottee 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.

4.1 If the Promoter Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter Party agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Allottee to the Promoter Party under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter Party.

4.2 Without prejudice to the right of Promoter Party to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter Party under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing

three defaults of payment of installments, the Promoter Party shall at his own option, may terminate this Agreement:

Provided that, Promoter Party 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 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. If the Allottee fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Promoter Party within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Promoter Party shall refund to the Allottee, subject to deduction of a sum of Rs. _____/- (Rupees _____) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter Party.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Promoter Party in the said building and the Apartment as are set out in ***Annexure 'C', annexed hereto***.

6. The Promoter Party shall give possession of the Apartment to the Allottee on or before _____. If the Promoter Party fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter Party shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor/Promoter Party shall not deliver the actual physical possession of the said Apartment to the Allottee until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and etc. are paid by

the Allottee in full to the Promoter Party hereto.

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

(i) war, civil commotion or act of God etc ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession – The Promoter Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing or through email, the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 months (Three Months) days from the date of issue of such notice and the Promoter Party shall give possession of the said Apartment to the Allottee. The Promoter Party agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter Party. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter Party or Association of Allottees, as the case may be.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice/email from the Promoter Party to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter Party as per clause (7.1) the Allottee shall take possession of the Apartment from the Promoter Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter Party shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, to the Promoter Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Allottee.

7.4 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 Promoter Party any structural defect in the Apartment or the building in which the Apartment

are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter Party 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 Promoter Party, compensation for such defect in the manner as provided under the Act.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Allottee jointly with the other Co-owners thereof. However the Apartment chosen by Allottee in the proposed multistoried building shall be owned and possessed by the Allottee exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

7.6 The Allottee hereby agrees not to occupy the said Apartment without prior written permission of the Promoter Party else Allottee shall be treated as a trespasser.

7.7 The Allottee shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Allottee shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Allottee, then in such event, Allottee will be solely responsible for any consequences which may arise. The Allottee shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 The Vendor/Promoter Party does hereby agree with the Allottee that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Allottee, the Vendor/Promoter Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Allottee or the nominee(s) appointed by the Allottee and get the same duly registered at the costs of Allottee in accordance with the law in force provided the Allottee shall have also paid the entire agreed cost of construction of the Apartment chosen by the Allottee to the Promoter Party.

7.9 In case any defect found in the proprietary items used in construction of said Apartment, the Allottee shall lodge claim of

defects, shortcomings directly with the manufacturer of such item and the Promoter Party shall always cooperate and assist the Allottee in this regard. It is specifically brought to the notice of the Allottee that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Allottee, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Allottee has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Promoter Party shall not be liable for make good of the defect.

8.1 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *Residence" for carrying on any Residential use. He shall use the parking space only for purpose of keeping or parking vehicle.

8.2 It is understood by the Allottee that the Promoter Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Allottee will neither object/disturb it, nor obstruct it's visibility in any way. The Promoter Party shall not pay, nor the Allottee shall demand any rent etc. for any signs displayed by the Confirming Party.

9.1 The Promoter Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and an Amended Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Allottees. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Allottee and her/his/their successors in title.

9.2 The Allottee agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 The available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Allottee severally or jointly with any other Apartment Owner or Owners.

9.4 The Allottee along with other allottee(s)s of Apartments in the building 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 Allottee, so as to enable the Promoter 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

9.5 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.6 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/OriginalOwner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.7 Within 15 days after notice in writing is given by the Promoter Party to the Allottee that the Apartment is ready for use and occupancy, 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 namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local

authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter Party 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 Promoter Party provisional monthly contribution of as determined by the Promoter per month towards the outgoings from the date of possession/Sale deed & shall be deducted from the association deposit/corpus fund of members for the amount paid by the developer. The amounts so paid by the Allottee to the Promoter Party shall not carry any interest and remain with the Promoter Party until handing over the management of the said Building to the Association of Apartment Owners.

10 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. ..... 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.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee 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 Allottee 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.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER PARTY:

The Promoter Party hereby represents and warrants to the Allottee as follows:

i. The Promoter Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
ii. The Promoter Party 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;
iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
iv. 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;
v. 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 Party 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;
vi. The Promoter Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
vii. 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 Allottee under this Agreement;

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

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

x. At the time of execution of the Sale Deed of the Apartment in favour of the Allottee, the Promoter Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xi. The Promoter Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

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

14. The Allottee or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter Party as follows :-

i. 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.

ii. The Allottee hereby specifically agrees with the Promoter Party that even after taking over the actual possession of the Apartment chosen by Allottee, the Allottee will not object or prevent or obstruct the Promoter Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

iii. 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.

iv. To carry out at her/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 Party 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.

v. 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 Party and/or the Society/ Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Allottee shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vii. 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.

viii. 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. Pay to

the Promoter Party within fifteen days of demand by the Developer / Promoter / Confirming Party, 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.

ix. 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

x. 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.

xi. 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 Promoter Party under this Agreement are fully paid up.

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

xiii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee 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.

xiv. 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 Allottee 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

xv. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Promoter Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments.

xvi. The Allottee shall not make any structural changes & design including columns, beams, waterproofing treatments and if any changes are done without any written consent from the developer or the association, defect liability shall not be applicable & the Allottee/s have deemed to be done the work at his/her/their respective consequences and liability.

15. The Promoter Party shall maintain a separate account in respect of sums received by the Promoter Party from the Allottee as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a 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, will remain the property of the Promoter Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter Party executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

. 18. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter Party does not create a binding obligation on the part of the Promoter Party or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter Party. If the Allottee(s) fails to execute and deliver to the Promoter Party this Agreement within 30 (thirty) days from the date of its

receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter Party, then the Promoter Party shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. 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.

20. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / 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.

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 to the total carpet area of all the Apartment in the said 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 Party through its authorized signatory at the Promoter Party's Office, or at some other place, which may be mutually agreed between the Promoter Party and the Allottee, in Nagpur after the Agreement is duly executed by the Allottee and the Promoter Party 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

.

26. The Allottee and/or Promoter Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Promoter Party will attend such Office and admit execution thereof.

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

1. MR._____
2. MRS._____

(Name of Allottee)

Both R/o _____

(Allottee's Address)

Notified Email ID : _____

Shri Nilesh S/o Rameshchandra Rathi

Partner and Authorised Signatory

Growspace Home Infra

Flat No.203,Gulab Palace, Plot No.22/B, Farmland, Ramdaspeth Nagpur 440010

(Address of Promoter Party)

Notified Email ID: _____

It shall be the duty of the Allottee and the Promoter Party 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 Party 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 Party 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, MSEB/WATER & ASSCIATION DEPOSIT : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Allottee. Additionally the Allottee shall bare the expenses of Rs_____/- towards infrastructure Cost (MSEB & Water Charges), GST as applicable & Association Deposit to the developer of Rs._____/- (to be paid on receipt of Occupancy Certificate/ Completion Certificate or before the Sale Deed registration)

30. 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.

31. GOVERNING LAW: The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at will have the jurisdiction for this Agreement.

THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this DEED OF SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Khasra No.____ containing by admeasurements _____ Sq. Mtrs. of Mouza – _____, including all easementary rights appurtenant and belonging thereto, situate at Village – _____, within the limits of _____ri, in Tahsil –and District – NAGPUR and bounded over as under :-

ON THE EAST - _____
ON THE WEST - _____
ON THE NORTH - _____
ON THE SOUTH - _____

Note: Undivided Share in land does not include the area of covered parking in the Building scheme.

SECOND SCHEDULE REFERRED TO ABOVE (RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **FLAT _____ on** the **GROUND FLOOR** of the Residential Building, as per the Deed of Declaration Registered on dated _____,out of the Complex to be known and styled as **"Elite Space"** constructed on the aforesaid land covering a **Carpet Area _____Sq. Mtrs.,** (Built-up area of _____Sq. Mtrs.), including proportionate area any share in stair case and balconies for upper floors, TOGETHER WITH **UNDIVIDED _____% share** and interest in the aforesaid Plotable area of _____ sq. mtrs.

IN WITNESS WHEREOF the VENDOR, the ALLOTTEE and the CONFIRMING PARTY herein above named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in

presence of the attesting witnesses signing as such on the day first above written

SR. NO	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			For Growspace Home Infra (_____) Atish S/o Ramesh Agrawal (AUTHORIZED PARTNER)
02.			(_____) ALLOTTEE

WITNESSES :

(1) _____

(2) _____

LIST OF ANNEXURE

Annexure "A" : Property Card

Annexure "B" : Building Commencement Certificate

Annexure "C" : Sanctioned Plan of the Project

Annexure "D" : Copy of Floor Plan

Annexure "E"	:	Authenticated copy of Registration Certificate of the Project granted by the Real EstateRegulatory Authority.