Annexure A

[See Rule 10(1)]

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at Nagpur, Tal. Nagpur, Registration Sub-District of Nagpur(Urban), State of Maharashtra, on this ……. day of ……., 2023

B E T W E E N

M/S. DRAVYA BUILDERS & DEVELOPERS, a sole Partnership firm, through its Partner **MR. SACHIN TEJRAO DESHMUKH,** aged about **35** years, **Married**, Occupation - **Businessman**, Indian National PAN No. **AJSPD2347J,** having its registered office at **Plot No. 21, Kuper Regency, Near All India Reporter, Congress Nagar, Nagpur, Maharashtra, 440012** hereinafter called the "**PROMOTERS/BUILDER/VENDOR**" (Which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in title, administrators, executors, Legal Representatives and assignees) of the **FIRST PART.**

A N D

1. MRS…….., daughter of ……. and wife of Mr……., aged …….years, married, Service, holding **PAN** Card No**……..**, **Aadhaar** card No.**7……..., Mobile No……** and her husband,

2. MR…….., son of ……., aged ……. years, married, Service, holding **PAN** Card No**……., Aadhaar** Card No**……., Mobile No……,** hereinafter called the **"PURCHASER/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his/her heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

And

AND

[●] [*In case of a company]*, (PAN: [●] and CIN [●]), a company incorporated under provisions of the Companies Act, 1956 or 2013; as the case may be; having its registered office at [●], represented by its Director/ Authorised person, duly authorized vide board resolution dated [●], hereinafter referred to as the

"Purchaser/s" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor-in-interest and permitted assigns) of the THIRD PART**.**

[OR]

[●] [*In case of a partnership firm]*, (PAN: [●]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], represented by its authorized partner [●], hereinafter referred to as the **"Purchaser/s"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include the all partners for the time being of the said partnership firm, the last surviving partner and their/his/her assigns, heirs, administrators and executors successors-in-interest, executors) of the THIRD PART**.**

[OR]

[●] [*In case of a LLP]*, (PAN: [●] and LLPIN [●]), a Limited Liability Partnership registered under the provisions of Limited Liability Partnership Act, 2008 and having its registered office at [●], represented by its Designated Partner/ Authorised Person [●], duly authorized vide partner`s resolution dated [●], hereinafter referred to as the **"Purchaser/s"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include the partners for the time being of the said LLP, the last surviving partner and their/his/her assigns, heirs, administrators, successors-in-interest and executors) of the THIRD PART**.**

[●] [*In case of HUF]*, (PAN: [●]) **a Hindu Undivided Family,** by the hands of its Karta and Manager Mr. [●], having address at [●], hereinafter referred to as the **"Purchaser/s"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member) of the THIRD PART**.**

WHEREAS all that Property known as **"DRAVYA 7 STAR"** situated at **Wathoda Street Scheme of NIT, Shrikrushna Nagar, Nagpur** within the limits of Nagpur Municipal Corporation Ward No. **20** in Tahsil and District – NAGPUR and bearing City Survey No. **178** and Sheet No. **305**, situated at **Wathoda Street Scheme of NIT, Shrikrushna Nagar, Nagpur**. It admeasures total area of **1131.290** Sq. Mtrs.

AND WHEREAS the Promoters is sole exclusive and absolute owners in lawful possession of Land admeasuring **1131.290** Sq. Mtrs. being surveyed under No. **178** of Survey Record of Nagpur Village.

AND WHEREAS on 21-02-2022, the Promoters obtained Sanction under no. 775/BP/Nagpur/TP/NMC/2605 on dated 21/02/2022 for conversion of 1131.290 Sqm of said land.

AND WHEREAS on _____the Promoters obtained Construction License from the Village Panchayat of Mouza Jattarodi Nagpur vide Construction License No. _____ for the construction of the commercial / residential building in the SAID PROPERTY.

AND WHEREAS the Promoters designed plans of the buildings duly approved by Nagpur Municipal Corporation approval under Ref. No. 775/BP/Nagpur/TP/NMC/2605 on dated 21/02/2022.

AND WHEREAS the Office of the Maharashtra State Pollution Control Board, issued a Licence as per order No.…… Dated……..

AND WHEREAS the Directorate of Fire and Emergency Services, Nagpur-Maharashtra has issued a No Objection Certificate for the above said land, within the limits of the Village Panchayat of Nagpur in the Taluka and Sub-District of Nagpur, District of Nagpur in the State of Maharashtra, under Certificate No. ----------dated ---------,to the Builder/Developer herein.

AND WHEREAS the Primary Health Center, Nagpur-Maharashtra has issued a No Objection Certificate for the said Property under Certificate No. _____ dated _____, to the Builder/Developer herein.

AND WHEREAS the Architect Mr. Prashant Satpute having No. __/ / has issued a Estimate for construction of a Residential Building in the Said Property situated at Village Panchayat of Mouza Jattarodi Nagpur.

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

AND WHEREAS by virtue of the above deeds of conveyance executed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS the Promoter has opened the plans for sale on ownership basis, the residential apartments in the proposed complex named as **"DRAVYA 7 STAR"** to be constructed in the said property.

AND WHEREAS on demand from the allottee, the Promoter 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 Promoter's Architects Mr. Anant Kukde and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allotee has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Sandeep Shastri, on 28th February 2023, showing the nature of the title of the promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

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

AND WHEREAS the 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 have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals, if any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

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

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

AND WHEREAS the Purchaser approached Promoter to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential **Flat bearing No. ……,** situated on the……**Floor** admeasuring an area of **…….. sq. mtrs.,** of the **Block '……..',** in the complex named **"----------"** on ownership basis, hereinafter the flat is referred to as **"THE SAID FLAT"** described in the **Schedule-II** hereunder written and shown in the plan annexed and the Promoter has agreed to construct the same for the Purchaser and the parties have accordingly agreed on the following terms and conditions.

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

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has/will register the Project under the provisions of the Real Estate (Regulation &Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No. ;_____(Applied)

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908). However, Due to the present COVID-19 Pandemic or for any other reason, if allottee/allottee's are not able to visit the sub-registrar office to sign & register the agreement, allottee/allottee's hereby agree to remit the amounts due from him/them as and when they are due and hence with allottee/allottee's agree to not raise any objections under section 13 with regards to payment clause which will be your unconditional, unqualified and irrevocable consent for the same.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) along with the garage/covered parking (if applicable)

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

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

The recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein seriatim.

1. INTERPRETATION:

References to "person" or "persons" shall include references to individuals, sole proprietorships, partnerships, trusts, bodies corporate, associations, joint ventures, governments and governmental and local authorities and agencies or trust or any other entity or organisation.
Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
Reference to days, months and years are to calendar days, calendar months and calendar years, respectively, unless defined otherwise or inconsistent with the context or meaning thereof.
Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends.
Any requirement for approvals, permissions, consents or acceptance required from any of the Parties shall mean a requirement for approval, permission, consent or acceptance in writing of such Party.
Unless contrary to the express provisions of any clause, any consequences or relief set out for breach of one Clause shall be without prejudice to the other rights and remedies available to the Party under this Agreement, and mere provision of a remedy to a Party shall not bind such party to exercise such remedy.
Reference to recitals, articles, schedules, exhibits and annexure are references to recitals, articles, schedules, exhibits and annexure of and to this Agreement unless otherwise stated and references to this Agreement include the recitals, articles, schedules, exhibits and annexure hereto, if any.
Article headings are for the purpose of convenience only and shall not affect or be considered for the construction and/or interpretation of this Agreement.

2. SALE AND SALE CONSIDERATION

1. The Promoter shall construct the said building/s consisting of ..... basement and ground floor/ stilt, and Seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned 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.

(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. The apartment shall also have

an exclusive carpet area of balcony of ..... sq. metres with an exclusive terrace area ..... sq. metres, if any on ..... floor in the building_____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. ..... which includes the the proportionate incidence 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 Schedule annexed herewith.

(ii) Parking allotted to said unit is exclusive / dedicated parking, single parking only. And is on first come first serve basis and the dedicated parking is completely occupied. The promoter has agreed to grant to the Allottees an exclusive right to use ___number of parking spaces delineated in_colour on the plan attached as Annexure _____ ("**said Parking Space/s**"). The Allottees agrees and confirms that the said Parking Space/s shall not be used for any purpose other than for parking motor vehicles

(iii) The units which have been allotted parking will be sold/allotted with the unit apartment for resale. Also, during resale of the said unit to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the buyer/purchaser along with the said unit.

(iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking / Garage spaces bearing Nos _____ situated at _____Basement and/or stilt and /or_____podium being constructed in the layout for the consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs ..... /

1(c)(i)The above said sum of **Rs. ----------/- (Rupees ----------Only)** includes the cost of the construction of the said unit and also the cost of the customized amenities in the said unit as per the unit holder's requirement. It is clarified that while above said sum does not include the rights to the Terrace. **Exclusive right of terrace is allotted only to the Owners /Unit Holders of the top floor of apartments.**

1(c)(ii)If the UNIT HOLDERS commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule no. IV and/or in observing and performing any of the terms and conditions of this Agreement, the Builder/Vendor shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder/Vendor shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any, which may have till then been paid by the UNIT HOLDERS to the Builder/Vendor, after forfeiting an amount of Rs. 2,00,000 /- (Rupees two lacs only) without any further amount by way of interest or otherwise.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]. The amount of GST is as per Central Goods and Service Tax Act, 2017(GST Act) is subject to revision as per the applicable rate for the relevant instalments and before taking the possession of the said Apartment, Allottee will pay GST or any other tax (if applicable) with interest and penalty if any on the said taxes or statutory charges. At present 18% p.a. interest is payable for late payment, in case of delay in payment of GST, Allottee will be bound and liable to pay interest @18% p.a. from due date till payment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter 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 shall enclose the said notification/order/rule/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 may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee on such terms and conditions as the parties

mutually agreed 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(g) 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 completion 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 within 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 Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said 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(h) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs ---------/- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.

1(i) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs ----------/- as a non refundable amount towards legal charges.

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

Note: Each of the installments mentioned in the sub clause (ii) and (iii) of Clause 1(c)shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent 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 competent authority occupancy and/or completion certificates in respect of the Apartment. However, if the Local Authority delay in issuing of Occupation Certificate **beyond 21 days** period after submitting the application, the same shall not be construed as delay on the part of the Promoter in obtaining Occupation Certificate. The Promoter shall be at liberty and be entitled to complete few floors in the said Buildings and apply for and obtain part-Occupation Certificates and give possession thereof to the Allottee of the said Apartment therein, and the Allottee herein shall not object to the same and also shall not obstruct or object to the execution of such works, even if it causes any nuisance or annoyance to him or other Occupants of the said Apartment, however Promoter will ensure that such nuisance is minimum.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement. 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 as provided in clause 1
(c) herein above. ("Payment Plan").

3.1. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is 480 square meters only and Promoter has planned to utilize Floor Area Ratio by availing of TDR or FAR 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 for 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.

3.2 It is agreed and understood by the Allottee that during the period of construction, the Allottee and/ or his/her family member/s or any other person/s on his/her behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion and any visit during this period by the aforesaid person/s shall be solely at the risk of the Allottee and the Promoter shall not be responsible and/ or liable for any untoward incident or accident. Also Promoters project staff is not accountable to respond to Allottee enquiries during the visit as the staff is expected to focus primarily on timely and quality construction.

If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter 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, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

Without prejudice to the right of promoter 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 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 shall at his own option, may terminate this Agreement: Provided that, Promoter 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 mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Upon the cancellation and termination of this agreement, the Promoter shall be at liberty to sell or otherwise dispose off the said Apartment to any other person/party whomsoever at such price, in such manner and on such terms and condition as the Promoter may in its sole, unfettered and absolute discretion as may deem fit and proper and Allottee herein shall not be entitled to raise any objection or dispute in this regard.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty 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 and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

In the event of termination of the agreement as stated herein above, if necessary at the request of the Promoter, Allottee hereby agrees and undertakes to execute a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Till Allottee executes such Deed, Document or writing as requested by the Promoter, the Allottee hereby authorizes the Promoter to retain part of the amount to be refunded on the execution of such documents as requested by the Promoter. Even in absence of document recording such termination, the Allottee will not have any right, title or claim over the said Apartment on termination of the said Agreement.

In the event of cancellation of this Agreement as aforesaid, the Promoter is also entitled to file Declaration with respect to termination and cancellation of this Agreement, before the Sub-Registrar of Assurances.

If Allottee takes housing loan and mortgages the said Apartment to Bank / Financial Institution for securing the repayment of said loan and this Agreement is terminated in accordance with the terms of this agreement. The Promoter will exercise option A or B in following manner.

OPTION A

a) If the Allottee fails to pay the amounts as per the progress of construction and agreement is terminated, the Promoter will Firstly deduct the booking amount and interest liabilities as per the terms and conditions of this Agreement and also all cost and expenses that will be required to execute and register the document for cancellation of this Agreement. Secondly, refund to the Bank/Financial Institution all amounts that are due and payable to the Bank (refund to the Bank will be subject to Bank releasing charge over the said Apartment and executing such deeds and documents that may be required by the Promoter). Thirdly if any amount remains balance after deducting booking amount and interest liabilities and making payment to the Bank, the balance amount will be refunded to Allottee. (Subject to Allottee executing deeds and documents as called upon by the Promoter).

b) If the amount paid to Bank in the manner as stated herein above is less than amount due and payable by the Allottee to the Bank as per terms and conditions of agreement between Bank and Allottee, the charge of the Bank on the said Apartment shall be deemed to have been released. The liability of the Promoter is only to refund the amount received from the Allottee after deducting booking amount and interest liabilities and Bank will not be entitled to demand, from the Promoter any amount more than aforesaid amount and payment of the said amount to the Bank will be deemed that charge of the Bank on the said Apartment is released irrespective of whether entire amount due to the Bank has been received by the Bank or not. If Bank receives amount less than their entitlement under the agreement between Bank and Allottee, Bank will have right to take appropriate recovery proceeding against the Allottee for recovery of the balance amount.

c) The aforesaid payment will be paid to the Bank/Allottee only upon the Promoter selling the said Apartment and receiving from the New Purchaser the amount equivalent to be refunded to the Bank/Allottee.

d) In case of termination due to breach of terms and conditions of agreement by the Allottee, the Allottee will not be entitled to any interest on the amount paid to the Promoter

OPTION B

In the alternative if the Allottee defaults in making payment and Allottee is not ready and willing to pay the balance amount, but the Bank is ready and willing to pay the balance amount due and payable in respect of this Apartment as per the terms and conditions of the agreement. In that case the Promoter will be at its sole discretion entitled to accept the balance amount from the Bank and give the possession of the said Apartment to the Bank or its Authorized Officer.

In such circumstance, on Promoter giving the possession of the said Apartment to the Bank, it will be deemed that possession of the said Apartment has been given to the Allottee in compliance with the terms and conditions of this agreement.

DEFAULT IN PAYMENT OF BANK

Before handing over the possession of the said Apartment, if default is committed by the Allottee in repayment of housing loan as per the terms and conditions that may be agreed between Bank and Allottee and Allottee fails to pay the installments for repayment of loan and thereby commits breach of agreement and bank in enforcement of the terms and conditions of the agreement with the Bank shows its readiness and willingness to pay the balance amount and calls upon the Promoter to handover the possession of the said Apartment. In that case Promoter is entitled to accept balance amount from Bank and give possession of the said Apartment to the Bank.

But before exercising this option, the Promoter will give seven days‟ notice to the Allottee informing its intention to accept balance from the Bank and desire to handover possession of the Apartment to the Bank. In response to notice of intention of Promoter to accept balance amount and handover possession to the Bank, if Allottee pays the balance amount within 7 days as stated in the notice, then Promoter will accept the same and handover possession of the Apartment to Allottee. If Allottee fails to pay balance within 7 days, the Promoter at its sole discretion may accept the balance amount from Bank and handover the possession of the said Apartment to the Bank.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the

Apartment as are set out in Annexure, annexed hereto. None of the fixtures and fittings i.e electrical, plumbing, lifts etc are manufactured by the Promoter but are manufactured by different companies and warranties/ guarantees are given by those manufactures. The Allottee is also hereby informed that those fixtures and fitting are fixed nearly 3-4 months before the issue of Occupation Certificate, therefore the warranty/Guarantee of those fixtures and fitting will start from the date of fixing the same. Promoter is not liable and responsible for any defect in quality of those fixtures and fitting, but will facilitate for enforcing the warranty and guarantee of those fixture and fitting.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20..... If the Promoter 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 shall be liable on demand to refund to the Allottee the amounts already received by him 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 received the sum till the date the amounts and interest thereon is repaid.

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

7.1(A) Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter 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. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

Before taking possession of the said Apartment the Allottee shall sign and/or execute all writings and papers as may be reasonably required by the Promoter including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Organisation. Under no circumstances the Allottee shall be entitled to the possession of the said Apartment unless and until all the payments required to be made under this Agreement by the Allottee have been made to the Promoter and other obligation terms and conditions agreed by the Allottee and mentioned in this Agreement are carried out fully by the Allottee. It is specifically agreed by the Allottee that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said Apartment till he pays entire consideration and other charges as per this Agreement.

(B) Transfer charges are applicable at the rate of Rs.-----/- sq.mt. Upon obtaining Occupancy Certificate the Builder/Vendor shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy. The Allottee will not be entitled to the possession of the said Apartment unless all the Taxes are paid by him to the satisfaction of the Promoter as per the statutory provision at the time of possession of the said Apartment. In addition to taxes, statutory charges as stated herein, if any other tax, Government or Semi Government charge is applicable or become applicable on any future date for sale of said Apartment, Allottee will be liable to pay all such taxes, Government or Semi Government due along with Penalty or interest on the same and Promoter will not be liable to contribute any amount towards such charge taxes, interest, penalty or any other amount.

Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

A. 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 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 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, compensation for such defect in the manner as provided under the Act. In case the allotees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the promoter may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to

settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

EXCLUSIONS:-

The Promoter will not be liable and responsible if structural defect is caused due to any of the reasons as stated hereunder: -

i. Damage caused to column beams, walls, slab, RCC or Water Proofing by any act of the Allottee.

ii. Damage caused due to fixing of grill, AC, furniture, electrical or other similar fixtures and fitting or by drilling, hammering, chiseling, core cut, Chipping on any of the elements like column, wall, beam, slab etc.

iii. Dampness not arising due to failure of structural load bearing element of the building.

iv. Any other act or omission of the Allottee or anyone occupying the said apartment.

v. Any result of act of civil or military authorities or acts of war, riot, insurrection, or civil commotion or flood or earthquake

vi. Normal wear and tear of the building

vii. Normal shrinkage, creep of materials caused by drying after construction

viii. Damage caused by dampness or condensation due to failure by the Allottee to maintain adequate ventilation.

ix. Damage resulting from improper maintenance

x. Alterations, deletions or additions made by the Allottees to the said apartment.

xi. Subsidence of the land around the building, for any reason not attributable to the Promoter.

xii. Damage resulting from an act of God

xiii. Damage caused by insects, rodents, termites etc.

xiv. Or damage to the structure due any work done by any other allottee in the said Building, which has created structural defect to the said Apartment

xv. Or any other reason of similar nature and which is not caused due to any act or omission of the Promoter.

B. NATURAL MATERIAL

Promoter cannot assure natural material like marble, stones, woods etc. to have uniform texture, colour etc, as those materials are not manufactured and come with inherent non uniform texture colour etc. Allottee will not hold Promoter responsible and liable and insist upon all marble, stone, woods etc to be identical. If those natural materials are not identical to other natural material used in the Apartment, it will not be considered as of defective quality. Over a period of time natural material may lose its colors, shine, texture, break, expand or damage or lose bonding with wall or any other material etc and Allottee is aware of it will not consider it as defective material or poor workmanship. The Allottee is aware of inherent nature of those materials and Promoter cannot give any warrantee and guarantee of such natural material and damages occurring to those materials will not be covered under the defect liability period. Similarly colors of all tiles may not exactly match, it may have slight variation within permitted degree.

C. ELECTRICAL ACCESSORIES (SWITCHES AND PLUGS):-

Electrical switches, plugs, wires are manufactured by the third party and are of ISI mark and carries warranty from the manufacturer. But such Warranty / Guarantee is also subject to proper use by the Allottees. The Promoter will not be liable and responsible about the quality of the said electrical accessories after the warrantee period and the said switches have normal wear and tear. The switches in particulars are susceptible to damage on basis of number of times the switches are used may damages with warranty period. Promoter liability will be limited for damage of any fixture within warranty period to facilitate the replacement if permitted.

D. FIXTURES, FITTING AND EXTERNAL AMENITIES WITHIN COMPLEX

i. LIFT

The Lifts which are installed in Building are of reputed brand and always have warrantee of one year. The warranty starts from the day of installation of Lifts in the Building. The installation is normally done 3-4 months before issue of occupation certificate by the Local Authority, since working lift is one of the requirements for obtaining Occupation Certificate. During warranty period manufacturer, does periodic maintenance work. After Warranty Period it will be responsibility of the Organisation to properly maintain the lift by regular servicing of the lift through manufacturer or Authorised Service Provider of the manufacturer and timely replacing the spare parts and consumable of the lift. All cost and expenses for maintenance, spares and consumable will have to be borne by Allottee/Organisation and Promoter will not be liable to contribute any amount towards such expenses. Inspite of all precautions lift can occasionally malfunction due to variety of reason viz Voltage fluctuation, overloading etc, which are beyond anyone‟s control and promoter will not be held and responsible for such malfunction.

The Allottee or its organization will not make any grievance about such malfunctioning and will not hold Promoter responsible and liable for any incidental loss or damages to the Allottee or anyone on his behalf.

It is mandatory as per the provisions and rules of_____Lift Act, _____ and_____Lift Rules,_____respectively, to get lift inspected every _____ months and breach of the said provisions and rules may invite penalty under the said act.

Allottee and all other user of the lift are expected to use lift in normal prudent manner and will not do any act that would make warranty void. Allottee and Organization will not do any act, which will damage or break any part of lift or any of its accessories, which result in improper functioning of the lift.

ii. MACHINERY/EQUIPMENT

Machinery/Equipment viz STP, Generator system etc. are manufactured by the some known brand having good reputation in the industries. They also come with Warrantee/Guarantee period and after the period of warrantee/ guarantee, Organization will award maintenance contract to authorized service provider of the

manufacturer. All Machinery/Equipment, inspite of all precautionary measures, may occasionally malfunction, which cannot be avoided. The Allottee or its organization will not make any grievance about malfunctioning and will not hold Promoter responsible for such malfunctioning and any incidental loss or damages to the Allottee or anyone on his behalf.

iii. Some of the equipment/amenities/facilities require regular maintenance service through Authorized Service Provider to maintain it in proper condition. Allotted organization will be responsible to award Annual Maintenance Contract (AMC) to authorized service provider of the equipment and to ensure that all consumable and spare parts of Original Equipment Manufacturer (OEM) are used and not any other substitute. If the Allottee fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Promoter will not be held responsible and liable for any damages to those equipment. Similarly, some of the equipment requires regular operation, maintenance and usage and if are left unoperated/unused for longtime it may start rusting and may become redundant and unusable, therefore the Allottee or its organization will have to ensure that it is regularly used, inspected and serviced. If the Allottee or their organizations fail to maintain the same as per maintenance manual, Promoter will not be responsible or liable for nonfunctioning and any loss or damages due such nonfunctioning. If such equipment remains unused and gets damaged, defect liability of such equipment will become automatically null and void. For Example :- Fire Prevention System, the said system should be regularly serviced and inspected to ensure that it is working. Similarly Sewerage Treatment Plan (STP) has to be continuously operated without any and also specialized person has to monitor the STP all 24 hours of the day. These are only few illustrations, similarly this will be applicable to DG Sets, etc.

iv. The Allottee or the Organization, at its own cost will renew and maintain all Annual Maintenance Contract (AMC) of all equipment's viz Lift, STP, Fire Fighting System and all other amenities provided to the said Building or said Complex from the authorized Service Centre. If Allottee or its Organization fails to renew any of the AMC and those equipment's suffer damage, promoter will not be held responsible for such damages to such equipment nor any incidental damages.

v. The Allottee hereby undertake, he will not do any act or omit to do any act which would damage said Apartment or part of the said Building or any machinery/equipment provided within the said Apartment/ Building/Complex and hereby indemnify and keeps indemnified the Promoter against all cost, expenses, charge and damages that Promoter and/or any other Allottees or anyone in use and occupation of any other Apartments in the said building/complex may suffer to due to any such act or omission of the Allottee, at any time after handing over possession of the said Apartment.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee acknowledges and admit the allotment of the Covered parking space to other allottees of the said Building and will not disturb such covered parking space allotted by the Promoter to other allottees in the said building or said property and hereby undertake he or Organisation formed by the all Allottee will recognize and acknowledge such allotment and will not in any manner interfere with the use of such parking space by any other Allottee.

9. The Allottee along with other allottee(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 organization 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.

Within 15 days after notice in writing is given by the Promoter 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/namely 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter 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 provisional monthly/yearly contribution of Rs ----------/- per annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. a) 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 (GST on Maintenance Charges)and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

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

(v) Rs /- For Deposit towards Electric connection charges

(vi) Rs--------/- for electricity Meter Charges

(vii) Rs--------/- For Water Meter Charges

(viii) Rs ------- /- for deposits of electrical receiving, transformer Charges

(ix) Rs ------ /- as legal charges.

(x) Rs ----- /- as infrastructure Tax.

(xi) Rs -------/- as Corpus in respect of the Society Deposit or Limited Company/Federation/Apex Body.

(xii) Rs ..... as Stamp Duty and Registration Charges.

GST of 18% will be charged on above charges.

b) All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said Apartment or any time after handing over the possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Allottee do hereby agree to pay to the Promoter or its nominee such amount as shall be then prevailing.

c) The maintenance charges collected herein are just estimated cost of expenses and are subject to review/ escalation depending upon the costs of inputs which include but not limited to expenses towards consumption of electricity, water and other consumables and /or due to increase in levies or imposition of new charges/taxes by any authorities.

(d) If any deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or any other department or authority for providing water, drainage, electricity connection or any other services, amenity or facility in the said Buildings or said complex, the same shall be borne and paid by the Allottee along with the Allottee of all other Apartment in the said Buildings in proportion to the area of their respective Apartment and the Allottee shall pay his proportionate share therein before taking possession of the said Apartment.

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 legal practitioner 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

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has 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 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 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 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

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

(xii) The show Apartment, which if shown at the time of booking, was just for the purpose of display to have first hand visual experience of the Apartment, for all prospective customer. The said show Apartment might also had interior decoration work, to enable the prospective customer to know proper utilization of the space. The intention of show Apartment is to give prospective customer firsthand experience of Apartment and optimal utilization of space and is not intended for any other purpose. The Apartment sold herein under this Agreement is without any interior fixtures and fittings as shown in the show Apartment, unless stated in this Agreement, Apartment will not be provided with those fixture, fitting and material as shown in the show Apartment.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the 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. 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.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was

delivered by the Promoter to the 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.

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

v. 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.

vi. 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.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

viii. 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.

ix. 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 under this Agreement are fully paid up.

x. 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.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

As required under section 4 (2) (l) (D) of RERA, Promoter will deposit 70% amount into separate account being "_____(Project Name) RERA ACCOUNT NO. _____"_____(Bank Name),_____Branch, Goa. The Promoter will not deposit the amounts in the said account, the money received from Allottee towards water connection charges and deposit, share money, application and entrance fee of the Society, formation and registration of the

Organization/Apex Body and legal fees, N.A Tax/Property Tax, Advance maintenance charges of common areas and club House and GST and/or any statutory taxes, if applicable.

16. 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 along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment / Plot 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/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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. If the Allottee(s) fails to execute and deliver to the Promoter 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, then the Promoter 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/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. For such calculations, areas of exclusive

balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

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 and for protecting and preserving the right and interest of the Promoter or for securing the due fulfillment of the provision hereof on the part of Allottee. The Allottee further hereby agree and undertake on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Promoter for further better and more perfectly protecting or preserving the rights and interest of the Promoter or for securing the due fulfillment of the provisions hereof on the part of Allottee.

26. INDEMNIFICATION BY THE ALLOTTEE

The Allottee shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses, liabilities (including its professional fees in relation thereto) whatever nature incurred or suffered by the Promoter directly or indirectly due to (a) Any act and omission by the Allottee by making any change in the said apartment, which may damage the said building or any warranty/guarantee given for water proofing and thereby make the Promoter liable.(b) impair enforcement or preservation of any right of the promoter under this agreement.(c) any breach or default by the Allottee in performance of any or all of obligations under this agreement. (d) Any injury to any property or person or death of person howsoever arising related to use and occupation of the said Apartment, which is directly or indirectly result of negligence, act or omission of the Allottee or his agents, servants, tenants, guests, invitees or any person or entities under this control or (e) the Allottees non-compliance of any restrictions/instruction/manner for use

and occupation of the said Apartment or any of the amenities/equipment within the said complex.

27. LIMITED RIGHT OF ALLOTTEE

a. The Promoter has agreed to sell and transfer only said Apartment to Allottee and Allottee has agreed to acquire and purchase only said Apartment from the Promoter, save and except the said Apartment Allottee hereby agree and admit that he will not have any claim interest or any other right interest on the said property or part thereof. All other portions of the said Building and said Entire Property shall remain the property of the Promoter until transfer to the Organization or Apex Body by the Promoter

b. The Allottee shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said complex, including the open spaces, lobbies, staircases, common entrances, common passages/corridors, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations, save and except the right to use hereby expressly given to the Allottee in respect thereof. All such common areas, amenities and facilities shall remain the property of the Promoter till execution of Deed of Conveyance in favor of the said Organization/Apex Body as mentioned herein.

c. The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sewage Treatment Plant, if any, Electric Sub- Stations shall be used in reasonable manner and only for the purposes for which the same are provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoter or the said Organization/Apex Body.

d. The Allottee shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Allottee shall not commit any nuisance or do anything, which may cause disturbance or an annoyance to any other Allottees/occupants of the said Buildings.

e. The Allottee agrees not to change, user of the said Apartment without prior consent in writing from the Promoter which the Promoter will be entitled to refuse if it deem fit and any unauthorized change of the user of the said Apartment by the Allottee shall render this Agreement void/voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any rights under or arising out of this Agreement.

f. Till such Conveyance is executed, the right of the Allottee shall be confined only to the said Apartment and the Allottee and/or the Organization to be formed for the purpose of the said Buildings shall have no right on any part of the said Property. The conferment of right shall take place only in respect of the said Property in favor of the Organization or Apex body on the execution of the Conveyance in its favor as aforesaid. Unless all the Allottee of Apartment etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance as the case may be, to the Promoter, the Promoter shall not be bound to execute or cause the conveyance to be executed in favor of the Organization as the case may be.

28. 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, 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. Thereafter this Agreement shall be deemed to have been executed.

29. 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.

30. 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: _____

Promoter name:

M/S. DRAVYA BUILDERS & DEVELOPERS,
Through its Partner
MR. SACHIN TEJRAO DESHMUKH,
Office at Plot No. 21, Kuper Regency,
Near All India Reporter
Congress Nagar, Nagpur - 440012
Notified Email ID: stdeshmukh786@gmail.com

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.

31. JOINT ALLOTTEES

a) 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.

b) In case of Joint Allottee and on death of one of the Allottee (Deceased Allottee), the parties hereby agree that remaining Allottees (Surviving Allottee) will be entitled

to the said apartment. The Surviving Allottee will fulfill all obligations and liability under this agreement and will also be entitled for the benefit that may arise from this agreement.

c) The parties further agreed that on payment of entire consideration by the Surviving Allottee, the Promoter will handover vacant and peaceful possession of the said Apartment to the Surviving Allottee and handing over the possession of the said apartment to the Surviving Allottee will discharge the liability of the Promoter under this agreement.

d) The parties further agreed that on payment of entire consideration by the Surviving Allottee, the Promoter will handover vacant and peaceful possession of the said Apartment to the Surviving Allottee. The handing over the possession of the said apartment to the Surviving Allottee will discharge the liability of the Promoter under this Agreement.

e) The Surviving Allottee hereby further agrees to keep indemnified and hereby indemnifies and keep harmless the Promoter and/or its successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the Promoter due to any claim made or which may hereafter be made on the said Apartment by any legal heir and representative of the Deceased Allottee and further agree to pay Promoter and/or its nominees and/or successors in title all cost, damages, charges and expenses arising due to claim of Deceased Allottee.

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

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

34. 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 in the state of Goa will have the jurisdiction for this Agreement.

AND WHEREAS the vendor/ developer is not receiving more than 10% of consideration amount till the said agreement is duly registered. However, Due to the present COVID-19 Pandemic or for any other reason, if allottee/allottee's are not able to visit the sub-registrar office to sign & register the agreement, allottee/allottee's hereby agree to remit the amounts due from him/them as and when they are due and hencewith allottee/allottee's agree to not raise any objections under section 13 with regards to payment clause which will be your unconditional, unqualified and irrevocable consent for the same.

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

Schedule Above Referred to

SCHEDULE- I
(DESCRIPTION OF THE SAID PROPERTY)

All that Property known as **"DRAVYA 7 STAR"** situated at Mouza **Nagpur**, Taluka, District of Nagpur, within the panchayat area of Mouza and bearing Survey No. **178** of Survey Record of sheet no. **305** circle no. 2 Div. no. 1, Wathoda Streed of NIT, Shrikurhsna Nagar, Nagpur. It admeasures totalarea of 1131.290 Sq. Mtrs.

Towards North	:	by 18.00 Mtrs. wide road
Towards South	:	by School,
Towards East	:	by Land,
Towards West	:	by Nalha.

SCHEDULE - II
(Description of the Flat)

ALL THAT said **Flat No. …..** situated on the **……Floor** of **Block '……..',** admeasuring an area of **…….. sq. mtrs.,** in the complex named **"DRAVYA 7 STAR"** along with **……car park** and with undivided right, title and interest in the said property proportionate to the super built-up area of the said flat located in the property more particularly described in Schedule- I hereinabove written.

S C H E D U L E –IV

(MODE OF PAYMENT)

On booking & signing	10%
On Completion of Plinth	10%
On Commencement of 1st slab	10%
On Commencement of 2nd slab	10%
On Commencement of 3rd slab	10%
On Commencement of 4th slab	10%
On Commencement of Masonry	10%
On Commencement of Electrical Wiring	05%
On Commencement of Plaster	05%
On Commencement of Plumbing	04%
On Commencement of External Paint	03%
On Commencement of Tiling	03%
On Commencement of wood work	03%
On Commencement of External Windows	03%
On Commencement of Internal Paint	03%
On Handing over	01%
TOTAL	**100%**

S C H E D U L E -V

(Specification of the said flat)

SPECIFICATIONS

The Structure:

It is a R.C.C. framed structure of columns, beams and slabs.

The internal partition walls will be brick masonry and the external wall will be brick/laterite masonary.

Plaster:

External plaster will be doubled coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

Flooring:

Pre-polished vitrified floor tiles in all rooms and ceramic tiles in Balcony.

Doors & Windows:

All doors are flush doors and windows are well equipped with UPVC shutter.

Kitchen:

The kitchen will have a cooking platform with black granite top.
Stainless steel sink with single bowl with 45cms. Ceramic tiles or equivalent lining above the platform will be provided.

Internal Décor:

The walls will be painted with oil bound distemper, ceiling with white wash.

External Décor:

External walls will be painted with cement paint.

Water Tanks:

A common underground sump with a common electric pump and a common overhead tank will be provided.(Sintex or equivalent)

Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C. units will be provided with flushing system. The sanitary installations will be in accordance with Municipal specifications. One shower and one wash basin will be provided in each toilet of Cera/Hindustan or equivalent.

Electricity Installation:

Modular switches, copper wiring, telephone, intercom & cable connection in all rooms and backup for common services. (Anchor , Finolex, Havells, Le-Grande, Polycab, or equivalent)

Generator Back Up

A Generator Back Up will be provided for the common amenities in the building . Like Lift , common lighting etc. (Kirloskar, Cummins, Pai Kane or equivalent)

Lift

2 Lifts, One in each block will be provided with ARD (ECE, Otis or equivalent)

Disclaimer:- The Promoter have sole discretion to choose from the above stated equivalent Brand/Type/Model/Material, the Allottee will not have any right to insist upon particular equivalent Brand/Type/Model/Material. All the above material will be subject to availability in the market. Further if due to change in trend to use any particular material, type, colour, etc Promoter at its sole discretion has right to change the same. Natural material like stone, marble, wood will not have same texture and varies and at time it does not bound properly with the wall, the Allottee will not hold Promoter responsible for unbounding or uniformity of the natural material.

SIGNED AND DELIVERED

BY THE WITHINNAMED

"THE BUILDER/VENDOR"

OF THE FIRST PART

M/S. DRAVYA BUILDERS & DEVELOPERS

MR. SACHIN TEJRAO DESHMUKH

BUILDER/VENDOR

1._____1._____

2._____2._____

3._____3._____

4._____4._____

5._____5._____

SIGNED AND DELIVERED
BY THE WITHINNAMED
“THE CONSENTING PARTY OF
THE THIRD PART _____

SIGNED AND DELIVERED

BY THE WITHINNAMED

"UNIT HOLDERS"

OF THE SECOND PART

ANNEXURE – A

Name of the Attorney at Law/Advocate- Adv. Sandeep Shastri,

Address : 265A, South Ambazari Roa, Bajaj Nagar, 440010

Date : 21-12-2022.

Title Report

Details of the Title Report

The Schedule Above Referred to –

All that Property known as **"DRAVYA 7 STAR"** situated at situated at Mouza **Nagpur**, Taluka, District of Nagpur, within the panchayat area of Mouza and bearing Survey No. **178** of Survey Record of sheet no. **305**. Wathoda Street Scheme of NIT, Shrikrushna Nagar, Nagpur. It admeasures totalarea of 1131.290 Sq. Mtrs.

Place:

Dated ……..day of ..... 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card 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

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