# AGREEMENT FOR SALE
# OF APARTMENT

**VALUED AT Rs. _____/-**
**AS PER GOVT. R.R. VALUED AT Rs. _____/-**
**STAMP DUTY OF Rs. _____/- PAID HEREWITH**
**CITY SURVEY No. 272, SHEET No. 71**
**ITEM No. 47.550/71, PAGE NO. 1069, RATE 23,200/-**
**OF MOUZA – GOREWADA, TAHSIL & DISTRICT – NAGPUR.**

**THIS DEED OF AGREEMENT FOR SALE OF APARTMENT**
made and executed at Nagpur on This _____ Day of September 2023.

**BY AND BETWEEN**

1. **SHRI CHETAN S/O. SHRIKANT THORAT**
   **(PAN – AEHPT4377E, AADHAAR No. 3798 0359 0747)**
   Aged about 48 years, Occupation – Business,
   R/o. Plot No. 02, South Ambazari Road, Near Tirupati Urban Cooperative Bank, Shraddhanandpeth, Nagpur – 440 010.
2. **SHRI RAJESH S/O. SHRIKANT THORAT**
   **(PAN – ACNPT0847M, AADHAAR No. 3034 9473 1127)**
   Aged about 47 years, Occupation – Business,
   R/o. Plot No. 02, South Ambazari Road, Near Tirupati Urban Cooperative Bank, Shraddhanandpeth, Nagpur – 440 010.
   Through their attorney –
   **M/S. PANKAJ CONSTRUCTIONS**
   Through its partner/s –

i. **SMT. RUPALI W/O. GAURAV DHALL (AFTER MARRIAGE)**
   **@ RUPALI D/O. ROSHAN DHAWAN (BEFORE MARRIAGE)**
   Aged about 45 years, Occ- Business,

ii. **SMT. SHRUTI W/O. PANKAJ DHAWAN (Mo No. 9373103843)**
   Aged about 30 years, Occupation – Business
   R/o. 5, Dalal Compound, Katol Road, Nagpur – 440 013.

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

**AND**

**M/S. PANKAJ CONSTRUCTIONS**

Through its partner/s –

iii. **SMT. RUPALI W/O. GAURAV DHALL (AFTER MARRIAGE)**
**@ RUPALI D/O. ROSHAN DHAWAN (BEFORE MARRIAGE)**
Aged about 45 years, Occ- Business,

iv. **SMT. SHRUTI W/O. PANKAJ DHAWAN (Mo No. 9373103843)**
Aged about 30 years, Occupation – Business
R/o. 5, Dalal Compound, Katol Road, Nagpur – 440 013.

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

**AND**

_____

**[PAN – _____, AADHAAR No. _____]**
Aged about _____ years, Occupation – _____ ,
R/o. _____

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

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

WHEREAS; the LAND OWNER/Sare the absolute ownersof ALL THAT western side portion bearing Plot No. 2 having area 3676.639 Sq.mtrs out of Khasra No.100/2, 100/7 admeasuring 0.81 hectares (8100 Sq. m.), City Survey No. 272, Sheet No. 71, of Mouza – Gorewada, Tahsil and District Nagpur.

AND WHEREAS; the said entire land ALL THAT piece and parcel of land bearing Khasra No.100/2, 100/7 admeasuring 0.81 hectares, City Survey No. 272, Sheet No. 71, of Mouza – Gorewada, Tahsil and District Nagpur, was purchased by Smt. Jayashree Shrikant Thorat and her two sons namely, Shri Chetan Shrikant Thorat & Shri Rajesh Shrikant Thorat from Smt. Anju Rameshchandra Mishra as per sale deed duly registered in the office of the Sub-Registrar, Nagpur, at serial/registration No. 1374 dated 27/03/1984.During life time of Smt. Jayashree Shrikant Thorat, the owners i.e. Smt. Jayashree Shrikant Thorat and her two sones namely SHRI CHETAN S/O. SHRIKANT THORAT and SHRI RAJESH S/O. SHRIKANT THORAT (the LAND OWNERS herein), in the year 1999, in view of understanding between them, they had sub-divided the said land/property among themselves as Plot No. 1 & Plot No. 2 and they retained their respective sub-divided part/portion out of the said land/property, the Plot No. 1 was allotted to and retained by Smt. Jayashree Shrikant Thorat while Plot No. 2 was allotted to and retained by her sons i.e. SHRI CHETAN S/O. SHRIKANT THORAT and SHRI RAJESH S/O. SHRIKANT THORAT and they had been possessing, enjoying their respective part/portion of the said land/property as exclusive owners thereof, however, after demise of Smt. Jayashree Shrikant Thorat, as well as her husband Shri Shrikant Thorat, the share and interest of Smt. Jayashree Shrikant Thorat in the said property, devolved upon her legal heirs i.e. the 1.SMT. KAVITA W/O. PAWAN KOLARKAR (AFTER MARRIAGE) @ KAVITA D/O. SHRIKANT THORAT (BEFORE MARRIAGE), 2. SMT. SUCHITA W/O. ATUL KOTANGALE (AFTER MARRIAGE), @

SUCHITA D/O. SHRIKANT THORAT (BEFORE MARRIAGE), 3. SMT. DARSHANA W/O. NITISH GULHANE (AFTER MARRIAGE) @ DARSHANA D/O. SHRIKANT THORAT (BEFORE MARRIAGE) & SHRI CHETAN S/O. SHRIKANT THORAT and SHRI RAJESH S/O. SHRIKANT THORAT, by way of intestate succession.

AND WHEREAS; the said plot has been included in the unauthorized plot/layout regularization scheme of Nagpur Improvement Trust, accordingly upon payment of development/regularization charges the said plots have been regularized, sanctioned and released by Nagpur Improvement Trust under the provisions of Maharashtra Gunthewari Developments (Regularization, Upgradation and Control) Act, 2001 as per release letter No. 265 dated 28/10/2022.

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

AND WHEREAS; the PROMOTER approached all the legal heirs of LateSmt. Jayashree Shrikant Thorat namely 1.SMT. KAVITA W/O. PAWAN KOLARKAR (AFTER MARRIAGE) @ KAVITA D/O. SHRIKANT THORAT (BEFORE MARRIAGE), 2.SMT. SUCHITA W/O. ATUL KOTANGALE (AFTER MARRIAGE), @ SUCHITA D/O. SHRIKANT THORAT (BEFORE MARRIAGE), 3. SMT. DARSHANA W/O. NITISH GULHANE (AFTER MARRIAGE) @ DARSHANA D/O. SHRIKANT THORAT (BEFORE MARRIAGE) 4. SHRI CHETAN S/O. SHRIKANT THORAT 5. SHRI RAJESH S/O. SHRIKANT THORATand agreed to purchase the said property for development of it into a residential estate, accordingly, the PROMOTER entered in an agreement for development with the said owners, authorizing it to develop the said land admeasuring 0.81 hectares, as per agreement for development duly registered in the then Sub – Registrar, Nagpur – 1, bearing serial/registration No. 3878/2021 dated 28/06/2021and in furtherance of the said agreement for sale, the owners also executed a power of attorney vide power of attorney in favour of PROMOTER, duly registered in the office of the Sub-Registrar, Nagpur – 1, bearing serial/registration No. 3879/2021 dated 28/06/2021.

AND WHEREAS; all the legal heirs of Late Smt. Jayashree Shrikant Thorat, in view of family understanding, partition the said entire land and consequent thereto , the western side portion as Plot No. 2 having area 3676.639 Sq.Mtrs, came to be allotted and given to LAND OWENR/S namely 1. SHRI CHETAN S/O. SHRIKANT THORAT, 2. SHRI RAJESH

S/O. SHRIKANT THORATto the partition deed exclusively, vide partition deed dtd. 12/10/2022 which is duly registered in the Sub – Registrar, Nagpur – 1, bearing serial/registration No. 8696/2022 dated 12/10/2022.

AND WHEREAS; in view of the said agreement for development and power of attorney, the PROMOTER is exclusively entitled to use, occupy, exploit, develop and receive all beneficial enjoyment of the said property, therefore, the PROMOTER, for construction of a multi stored building on the said plot No. 02, got sanction of a building Plan/permit from Nagpur Improvement Trust, vide building plan/permit No. B.E.(WEST)/Case No. Gun-2004/Tracking Case No. 20221021101/309 dated 03/05/2023 in the name of the LAND OWNER/S.

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

AND WHEREAS; there is a single multi-storeyedbuilding/complex first, second, third, fourth, fifth, sixth, seventh, eighth, nineth, tenth, eleventh, twelfth and thirteenth floors to be developed and constructed on the said plot namely, **GOKUL GREEN'S** WING **"PEARL"**. The ground floor is meant for common parking and other amenities.

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

AND WHEREAS; by virtue of the above referred development agreement and power of attorney of the plot in its favour, the PROMOTER has exclusive rights to sell the Apartments falling in his share in terms of development agreement out of the said building/complex to be constructed by the PROMOTER on the project land and to enter into agreements with the ALLOTTEE of the Apartments and to receive the sale consideration in respect thereof.

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

prescribed by the Council of Architects.

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

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

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

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

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

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

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

AND WHEREAS; the ALLOTTEE, being desirous to own Apartment in the said building, approached the PROMOTER and requested to allot him an Apartment in the said building. The PROMOTER, on demand of the ALLOTTEE, has given inspection to the ALLOTTEE of all the documents of title relating to the project land and the plans, designs and specifications prepared by the

PROMOTER's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

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

AND WHEREAS; the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the 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/at the time of 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 as per this agreement.

AND WHEREAS; the PROMOTER also agreed to allot and sale the said Apartment to the ALLOTTEE as desired by ALLOTTEE, against the valuable consideration amount of Rs. _____/- (Rupees _____Only) subject to various terms & conditions agreed

by the ALLOTTEE, accordingly, the parties hereto, had due deliberations, discussions and consequences thereof, the parties have agreed to execute this Agreement for Sale as under –

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

1. The Promoter shall construct the said building/sconsistingFIRST to seventh floors. The entire Ground Floor is meant for covered Parking area. There are 120 flats/apartments in GOKUL GREEN'S WING PEARL and all are for residential use 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.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____having carpet area admeasuring _____ sq. meters on _____ floor in the building"**GOKUL GREEN'S** WING **"PEARL**" (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 descriptionofthecommonareasandfacilitieswhicharemoreparticularlydescribedin 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 shownseparately).

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos. situatedat_____ Basement and/or stilt and /or podium being constructed in the layout for the considerationofRs. _____/-

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situatedat Basement and/or stilt and /or podium being constructed in the layout for the considerationofRs._____/-.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces isthusRs./-

1(c) TheAllotteehaspaidonorbeforeexecutionofthisagreementasumofRs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay tothat Promoter the balance amount of Rs._____/- (Rupees _____) in the following manner :-

i. AmountofRs. _____/-(Rupees _____) (not exceeding 30% of the total consideration) tobe paid to the Promoter after the execution of Agreement

ii. AmountofRs. _____/-(Rupees _____) (notexceeding45%ofthetotalconsideration)tobe paidtothePromoteroncompletionofthePlinthofthebuildingorwinginwhich the said Apartment islocated.

iii. AmountofRs. _____/-(Rupees _____) (notexceeding70%ofthetotalconsideration)tobe 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. AmountofRs. _____/-(Rupees _____) (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 ofRs. _____/-(Rupees _____) (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 saidApartment.

vi. Amount of Rs. _____/-(Rupees _____) ( not exceeding 85% of the total consideration) to be paidtothePromoteroncompletionoftheexternalplumbingandexternalplaster, elevation, terraces with waterproofing, of the building or wing in which thesaid Apartment islocated..

vii. Amount of Rs. _____/-(Rupees _____) (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, plinthprotection,pavingofareasappertainandallotherrequirementsasmaybe prescribed in the Agreement of sale of the building or wing in which the said Apartment islocated.

viii. Balance AmountofRs. _____/-(Rupees _____)against and at the time of handing overof the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase onaccountofdevelopmentchargespayabletothecompetentauthorityand/oranyother increase in charges 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/regulationpublished/issuedinthatbehalftothateffectalongwith 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 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(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 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 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 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 thisAgreement.

1(h) 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 anymanner.

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

2. 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 concernedlocalauthorityatthetimeofsanctioningthesaidplansorthereafterandshall, 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 Apartment.

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 maybe.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to thesimultaneouscompletionofconstructionbythePromoterasprovidedinclause1(c) herein above. (“PaymentPlan”).

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

SpaceIndexof _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentionedintheDevelopmentControlRegulationorbasedonexpectationofincreased 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 SpaceIndexof _____ 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 utilizingtheproposedFSIandontheunderstandingthatthedeclaredproposedFSIshall belong to Promoteronly.

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,onalltheamountspaidbytheAllottee,foreverymonthofdelay,tillthehanding over of the possession. The Allottee agrees to pay to the Promoter, interest asspecified in the Rule**,** 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 thePromoter.

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 instalments, the Promoter shall at his own option, may terminate thisAgreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by RegisteredPostADattheaddressprovidedbytheallotteeandmailatthee-mailaddress providedbytheAllottee,ofhisintentiontoterminatethisAgreementandofthespecific breachorbreachesoftermsandconditionsinrespectofwhichitisintendedtoterminate 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 thisAgreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shallrefundtotheAllottee(subjecttoadjustmentandrecoveryofanyagreedliquidated damagesoranyotheramountwhichmaybepayabletoPromoter)withinaperiodof thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities likeoneormoreliftswithparticularbrand,orpricerange(ifunbranded)tobeprovided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexedhereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ dayof _____ 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 maymentioned 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 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) any notice, order, rule, notification of the Government and/or other public or competentauthority/court.

**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 3 (three months 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 fulfilment 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 theProject.

7. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use andoccupancy:

**Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimationfromthePromoterasperclause8.1,theAllotteeshalltakepossessionofthe [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promotershall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges asapplicable.

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 ApartmentorthebuildinginwhichtheApartmentaresituatedoranydefectsonaccount of workmanship, quality or provision of service, then, wherever possible such defects shallberectifiedbythePromoterathisowncost andincaseitisnotpossibletorectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under theAct.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parkingvehicle.

9. 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 beknown by such name as the Promoter may decide and for this purpose also from time to time signandexecutetheapplicationforregistrationand/ormembershipandtheotherpapers 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 anyother CompetentAuthority.

ThePromotershall,withinthreemonthsofregistrationoftheSocietyorAssociationor 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/Promoterand/ortheownersinthesaidstructureoftheBuildingorwinginwhich the said Apartment issituated.

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/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings areconstructed.

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/s namelylocal taxes, betterment charges or such other levies by the concerned local authority and/or Governmentwater 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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoingsasmaybedetermined.TheAllotteefurtheragreesthattilltheAllottee'sshare issodeterminedtheAllotteeshallpaytothePromoterprovisionalmonthlycontribution ofRs. _____ per month towards the outgoings. The amounts so paid by the Allotteeto the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignmentofleasebeingexecutedforthestructureofthebuildingorwing theaforesaiddeposits(lessdeductionprovidedforinthisAgreement)shallbepaidover by the Promoter to the Society or the Limited Company, as the case maybe.

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

(i) Rs. _____ forsharemoney,applicationentrancefeeoftheSociety or Limited Company/Federation/ Apex body.

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

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

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

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

(vi) Rs. _____for deposits of electrical receiving and Sub Station provided inLayout

11. The Allottee shall pay to the Promoter a sumofRs for meeting all legalcosts, charges and expenses, including professional costs of the Attorney-at-Law/Advocatesof 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 oflease.

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 THEPROMOTER

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.

14. The Allottee/s or himself/themselves with intention to bring all persons intowhosoever 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 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 Apartmentissituatedwhichmaybeagainsttherules,regulationsorbye-lawsor 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, ifrequired.

ii. NottostoreintheApartmentanygoodswhichareofhazardous,combustibleor 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 theApartment issituated,includingentrancesofthebuildinginwhichtheApartmentissituated 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 thebreach.

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 anythinginortothebuildinginwhichtheApartmentissituatedortheApartment whichmaybecontrarytotherulesandregulationsandbye-lawsoftheconcerned local authority or other public authority. In the event of the Allottee committing anyactincontraventionoftheaboveprovision,theAllotteeshallberesponsible and liable for the consequences thereof to the concerned local authority and/or other publicauthority.

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 anyaddition 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

whichtheApartmentissituatedandshallnotchiselorinanyothermannercause 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 LimitedCompany.

v. Nottodoorpermittobedoneanyactorthingwhichmayrendervoidorvoidable 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 theinsurance.

vi. Nottothrowdirt,rubbish,rags,garbageorotherrefuseorpermitthesametobe thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment issituated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his shareof security deposit demanded by the concerned local authority or Government or givingwater,electricityoranyotherserviceconnectiontothebuildinginwhich the Apartment issituated.

viii. To bear and pay increase in local taxes, water charges, insurance and suchother 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 issold.

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 paidup.

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 inceptionandtheadditions,alterationsoramendmentsthereofthatmaybemade 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 thisAgreement.

xi. TillaconveyanceofthestructureofthebuildinginwhichApartmentissituated 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.

xii. 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 orany part thereof to view and examine the state and conditionthereof.

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 sharecapitalforthepromotionoftheCo-operativeSocietyorassociationorCompany or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have beenreceived.

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 hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the propertyof the Promoter until the saidstructureofthebuildingistransferredtotheSociety/LimitedCompanyorotherbody and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created 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 TOAMEND

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 ProjectshallequallybeapplicabletoandenforceableagainstanysubsequentAllottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along withthe [Apartment/Plot] for all intents andpurposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable undertheActortheRulesandRegulationsmadethereunderorunderotherapplicable 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 THEAGREEMENT

WhereverinthisAgreementitisstipulatedthattheAllotteehastomakeanypayment, 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 theProject.

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 actionsspecificallyprovidedforherein,asmaybereasonablyrequiredinorderto 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 suchtransaction.

## 25. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

26. PLACE OFEXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee andthe Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed.

27. 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 executionthereof.

28. 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 specifiedbelow:

**IN WITNESSES WHEREOF**, the parties hereto have set their respective

hands, executed and signed the present **AGREEMENT FOR SALE OF APARTMENT** at Nagpur on the day, month and year first above mentioned in the presence of following attesting witnesses and signing as such.

**WITNESSES:**

**1. SHRI CHETAN S/O. SHRIKANT THORAT**

**2. SHRI RAJESH S/O. SHRIKANT THORAT**

Through their attorney –

**M/S. PANKAJ CONSTRUCTIONS**

Through its partner/s –

**i. _____**

**SMT. RUPALI W/O. GAURAV DHALL (AFTER MARRIAGE)**

**@ RUPALI D/O. ROSHAN DHAWAN (BEFORE MARRIAGE)**

**ii. _____**

**SMT. SHRUTI W/O PANKAJ DHAWAN**

**(THE LAND OWNER/S)**

**1. _____**

**M/S. PANKAJ CONSTRUCTIONS**

Through its partner/s –

**i. _____**

**SMT. RUPALI W/O. GAURAV DHALL (AFTER MARRIAGE)**

**@ RUPALI D/O. ROSHAN DHAWAN (BEFORE MARRIAGE)**

**ii. _____**

**SMT. SHRUTI W/O PANKAJ DHAWAN**

**(THE PROMOTER)**

**2. _____**

_____

**(THE ALLOTTEE)**

Drafted as per the instructions & documents of parties.

**OM HARIRAMANI**
**ADVOCATE**
**"HARIRAMANI ASSOCIATES"**
12A, 3rd Floor, NMC Complex, J.B. Wing,
Mangalwari, Sadar, NAGPUR – 01.
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