

9		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 Messrs..... 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;	Cl. 12-WHEREAS, the Purchaser demanded from the VENDORS/DEVELOPERS/PROMOTERS herein and the VENDORS/DEVELOPERS/PROMOTERS herein have given inspection, in regard to the said Apartment herein, of all documents of title relating to the said Land and the sanctioned plans from Nagpur Improvement Trust, as the case may be, and Designs prepared by the VENDORS/DEVELOPERS/PROMOTERS's Architect and of such other documents as are specified under Relevant Applicable Laws and the Purchaser is/are satisfied about the same (Additional)
10		AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record 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 marked as Annexure 'A' and 'B', respectively.	Clause 9- WHEREAS, the Copies of Certificate of Title and Search Report issued by Advocate Pushpalata Ranjan, showing the nature of title of the said PROMOTER/S/VENDOR/S of the said land, on which the said unit/Apartment is constructed being part of the Said Building named and styled as "RACHANA PURVA APARTMENT" is Annexed hereto and marked as Annexure E and PURCHASER/S/ALLOTTEE/S is satisfied about the marketable title of the said PROMOTER/S/VENDOR/S to the said land and every part thereof, AND; (Additional)- Deviation in Annexure number also. we have mentioned Title Certificate as Annexure E and Property card as Annexure A
11		AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1. 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 marked as Annexure C-2,	Clause- 5- WHEREAS, Layout plan of the said property has been sanctioned by Assistant Director, Town Planning, Nagpur Improvement Trust, Nagpur vide Letter No. ADTP/PL/4178 dated 04.05.2017 which is subsequently revised and sanctioned by Deputy Director Town Planning, Nagpur Improvement Trust, Nagpur vide Letter No. D.D.T.P./PI/678 dated 19.09.2022, annexed hereto as Annexure B and terms and conditions of the sanction are duly written down in the Development Agreement of even date executed by PROMOTER/S/VENDOR/S and Nagpur Improvement Trust, Nagpur. AND; Deviation in annexure number. In our draft it is Annexure B.
12		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 marked as Annexure D	Clause- 7- WHEREAS, the residential building RACHANA PURVA APARTMENT is proposed to get constructed on Plot No. 05 as per Building Permit and Plans sanctioned by NIT vide Building Permit No.B.E. (West)/Case No. 26112256 /Tracking No. 202207073/167 dated 25.07.2023 Annexed hereto as Annexure D. AND
13		AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building	Not in our Agreement
14		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.	Clause- 2.12 -The VENDORS/DEVELOPERS/PROMOTERS hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Purchaser/s/Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
15		AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. on floor in wing ____ situated in the building No. being constructed in the ____ phase of the said Project,	Clause 2.1-The Purchaser hereby agree to purchase from the VENDORS/DEVELOPERS/PROMOTERS and the VENDORS/DEVELOPERS/PROMOTERS hereby agree to sell to the Purchaser the Said Apartment No. _____ to be constructed on the _____ Floor of the said project named and styled as RACHANA PURVA APARTMENT, admeasuring Carpet Area _____ M2 ,Enclosed Balcony Area admeasuring about _____ M2 , Open Balcony Area admeasuring about _____ M2 and Terrace Area, admeasuring about _____ M2 , (which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaser herein and has no complaints about the same), along with _____ % undivided share in the Said Land and the Common Area, both the Apartment and the said Undivided share being collectively and cumulatively called as Apartment, Apartment or The Said Apartment and the same is more particularly described in Schedule II written hereunder and the sanctioned plans being hereto annexed forming part hereof and the same is more particularly delineated on the map or plan marked as Annexure D, (Clause 2.1)
16		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.	No deviation (Cl. 1.1.i)
17		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	Clause- 16- No deviation

18		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.	Not mentioned in our Agreement as matter of law and with effect to that we are entering into an agreement
19		The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and 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.	CI. 3.1- That the VENDORS/DEVELOPERS/PROMOTERS do hereby declare that the Built-Up (Base FSI+ Premium FSI+TDR+ Ancillary FSI) area of Sq. Mtrs. as sanctioned in respect of RACHANA PURVA APARTMENT is and the same will be consumed in construction of the said Building and if due to any circumstance or any scaling down of the said Building any FSI is extra or remaining balance then the VENDORS/DEVELOPERS/PROMOTERS will be at liberty to use the same in construction of any building or structure in said Project site on the said land or any other building to be constructed in the Township "RACHANA NAKSHTRA". The Purchaser/s/Allottee/s hereby expressly waives any right to raise any objection for the amendment of the Plans and/or construction of the additional floors or wings, to use and consume the balance FSI available/generated in any form in respect of the Project Land. The Purchaser/Allottee/s further agrees that he/she/they shall not be entitled to claim any rebate in the Consideration or any other advantage from the VENDORS/DEVELOPERS/PROMOTERS on the ground of the VENDORS/DEVELOPERS/PROMOTERS making additional construction or any other ground whatsoever. CI. 3.3- In such an event if there is any change in area of the Apartment, the VENDORS/DEVELOPERS/PROMOTERS shall calculate the price of the Apartment by the agreed rate and accordingly the total consideration payable for the same will be payable by the Purchaser/s/Allottee/s to the VENDORS/DEVELOPERS/PROMOTERS or vice-versa. However where such alteration or modification relates to the said Apartment in particular, then in such event the Purchaser shall be agree with the VENDORS/DEVELOPERS/PROMOTERS.
20	1.a	(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area measuring sq. metres on floor in the building/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately). (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs./-. (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs./-.	CI. 3.1- That the VENDORS/DEVELOPERS/PROMOTERS do hereby declare that the Built-Up (Base FSI+ Premium FSI+TDR+ Ancillary FSI) area of Sq. Mtrs. as sanctioned in respect of RACHANA PURVA APARTMENT is and the same will be consumed in construction of the said Building and if due to any circumstance or any scaling down of the said Building any FSI is extra or remaining balance then the VENDORS/DEVELOPERS/PROMOTERS will be at liberty to use the same in construction of any building or structure in said Project site on the said land or any other building to be constructed in the Township "RACHANA NAKSHTRA". The Purchaser/s/Allottee/s hereby expressly waives any right to raise any objection for the amendment of the Plans and/or construction of the additional floors or wings, to use and consume the balance FSI available/generated in any form in respect of the Project Land. The Purchaser/Allottee/s further agrees that he/she/they shall not be entitled to claim any rebate in the Consideration or any other advantage from the VENDORS/DEVELOPERS/PROMOTERS on the ground of the VENDORS/DEVELOPERS/PROMOTERS making additional construction or any other ground whatsoever. CI. 3.3- In such an event if there is any change in area of the Apartment, the VENDORS/DEVELOPERS/PROMOTERS shall calculate the price of the Apartment by the agreed rate and accordingly the total consideration payable for the same will be payable by the Purchaser/s/Allottee/s to the VENDORS/DEVELOPERS/PROMOTERS or vice-versa. However where such alteration or modification relates to the said Apartment in particular, then in such event the Purchaser shall be agree with the VENDORS/DEVELOPERS/PROMOTERS.
21	1.b	The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs./-.	Total Consideration of Rs. (Rupees Only) which is inclusive of the proportionate cost of Common Area, Allotted Parking charges if any covered/stack. [Consideration value is excluding of Stamp Duty, Registration charges, Document expenses, Legal charges, Maintenance deposits, Society/Condominium formation charges including its documentations, charges towards Water and Electricity Connections/Meter/s deposits etc., Taxes like GST (payable on each due installment) or any other taxes levied by any statutory authority State or Central or any other kind of expenses incurred on the said Apartment due to any change/addition in specification at the behest of the PURCHASER/S/ALLOTTEE/S etc., shall be payable by the PURCHASER/S/ALLOTTEE/S other than the Consideration Value]]. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos ____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of

Thanking You



RACHANA DEVELOPERS

Promoter

22	1 .C	The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay tothat Promoter the balance amount of Rs _____(Rupees _____) in the following manner :- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) tobe paid to the Promoter after the execution of Agreement ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) tobe paid to the Promoter on completion of the Plinth of the building or wing inwhich the said Apartment is located. iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) 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. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in whichthe said Apartment is located. vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) tobe paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancycertificate or completion certificate.	The Purchaser/s/Allottee/s has on or before the execution of these presents paid, as advance, an amount of Rs. _____ (Rupees _____ Only) (which is not in excess of the 10% of the total consideration as aforesaid) to the VENDORS/DEVELOPERS/PROMOTERS by depositing the same into the Account of the VENDORS/ DEVELOPERS/ PROMOTERS, as follows : No. Amount Particulars 1) Rs. _____ By Cheque/Pay Order No. _____, dated _____, drawn on the Purchaser's Banking Account with _____ Bank, _____ Branch, at _____. 2) Rs. _____ Transfer by NEFT procedure bearing its Ref. No. _____, dated _____, transferred by the purchaser's Banking Account with _____ Bank, _____ Branch, at _____. Total Rs. _____ (Rupees _____ Only) 2.3 The VENDORS/DEVELOPERS/PROMOTERS received aforesaid total sum and do hereby own, admit, acknowledge and of and from the same and every part thereof do hereby acquit, discharge and release the Purchaser herein forever. 2.4 The Purchaser/s/Allottee/s has agreed to pay the balance amount of Rs. _____ (Rupees _____ Only) to the VENDORS/DEVELOPERS/PROMOTERS herein by depositing the same as under:- 1.Rs. _____ (Rupees _____ Only) i.e. 10% of the total consideration on execution of this Agreement. (Till this stage not exceeding 20% of the total consideration including all the above instalments)
			2.Rs. _____ (Rupees _____ Only) i.e. 15% of the total consideration on completion of PLINTH of the Building. (Till this stage not exceeding 35% of the total consideration including all the above instalments) 3.Rs. _____ (Rupees _____ Only) i.e. 3.5%of the total consideration on completion of GROUND FLOOR SLAB of the Building. (Till this stage not exceeding 38.5% of the total consideration including all the above instalments) 4.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of FIRST FLOOR SLAB of the Building. (Till this stage not exceeding 40.75% of the total consideration including all the above instalments) 5.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of SECOND FLOOR SLAB of the Building. (Till this stage not exceeding 43% of the total consideration including all the above instalments) 6.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of THIRD FLOOR SLAB of the Building. (Till this stage not exceeding 45.25% of the total consideration including all the above instalments) 7.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of FOURTH FLOOR SLAB of the Building. (Till this stage not exceeding 47.5% of the total consideration including all the above instalments) 8.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of FIFTH FLOOR SLAB of the Building. (Till this stage not exceeding 49.75% of the total consideration including all the above instalments) 9.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of SIXTH FLOOR SLAB of the Building. (Till this stage not exceeding 52% of the total consideration including all the above instalments) 10.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of SEVENTH FLOOR SLAB of the Building. (Till this stage not exceeding 54.25% of the total consideration including all the above instalments) 11.Rs. _____ (Rupees _____ Only) 12.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of NINTH FLOOR SLAB of the Building. (Till this stage not exceeding 58.75% of the total consideration including all the above instalments) 13.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of TENTH FLOOR SLAB of the Building. (Till this stage not exceeding 61% of the total consideration including all the above instalments) 14.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of ELEVENTH FLOOR SLAB of the Building. (Till this stage not exceeding 63.25% of the total consideration including all the above instalments) 15.Rs. _____ (Rupees _____ Only) i.e. 2.25%of the total consideration on completion of TWELFTH FLOOR SLAB of the Building. (Till this stage not exceeding 65.5% of the total consideration including all the above instalments) 16.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of THIRTEENTH FLOOR SLAB of the Building. (Till this stage not exceeding 67.75% of the total consideration including all the above instalments) 17.Rs. _____ (Rupees _____ Only) i.e. 2.25% of the total consideration on completion of FOURTEENTH FLOOR SLAB of the Building. (Till this stage not exceeding 70% of the total consideration including all the above instalments) 18.Rs. _____ (Rupees _____ Only) i.e. 5%of the total consideration on completion of walls, internal plaster of the said Apartment. (Till this stage not exceeding 75% of the total consideration including all the above instalments)

			19.Rs. _____ (Rupees Only) i.e. 5% of the total consideration on completion of lift wells, staircases and lobbies up to the floor level of the said Apartment. (Till this stage not exceeding 65.5% of the total consideration including all the above instalments) 20Rs. _____ (Rupees Only) i.e. 5% of the total consideration on completion of external plumbing, external plaster, elevation, terraces with waterproofing, of the Building. (Till this stage not exceeding 85% of the total consideration including all the above instalments) 21.Rs. _____ (Rupees Only) i.e. 10% of the total consideration on completion of Flooring, Doors and windows and sanitary fittings of the said Apartment, Lifts, electrical fittings, water pumps, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the Building. (Till this stage not exceeding 95% of the total consideration including all the above instalments) 22.Rs. _____ (Rupees Only) Balance 5% consideration on handing over possession of the Apartment to the PURCHASER/S or on receipt of occupancy certificate/completion certificate. (Till this stage 100% of the total consideration including all the above instalments) RS. _____ (Total Instalments) RS. _____ (Total Booking Advance) TOTAL VALUE CONSIDERATION RS. _____ (Rupees _____ Only).
23	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].	2.1 [Consideration value is excluding of Stamp Duty, Registration charges, Document expenses, Legal charges, Maintenance deposits, Society/Condominium formation charges including its documentations, charges towards Water and Electricity Connections/Meter/s deposits etc., Taxes like GST (payable on each due installment) or any other taxes levied by any statutory authority State or Central or any other kind of expenses incurred on the said Apartment due to any change/addition in specification at the behest of the PURCHASER/S/ALLOTTEE/S etc., shall be payable by the PURCHASER/S/ALLOTTEE/S other than the Consideration Value]].
24	1.e	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.....	Cl. 2.8 - No deviation- Additional clause -the Purchaser/s/Allottee/s will be intimated at least 15 days before demanding any increased instalment.
25	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.	Not mentioned in our agreement.
26	1.g	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.	Cl. 3.5..... Purchaser as per the next payable instalments of the schedule of instalment. All these monetary adjustments shall be made at the same rate per square meter as calculated on the basis of lump sum consideration as agreed in Clause 2 of this Agreement.
27	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 any manner. Note: Each of the instalments mentioned in the sub clause (i) and (ii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.	The Purchaser hereby aware and agree with the VENDORS/DEVELOPERS/PROMOTERS to appropriate or adjust the amounts payable by the Purchaser to the VENDORS/DEVELOPERS/PROMOTERS including the Total Consideration, Interest and / or Liquidated Damages against any other amounts payable by the Purchaser to the VENDORS/DEVELOPERS/PROMOTERS or by the VENDORS/DEVELOPERS/PROMOTERS to the by virtue of this Agreement and in respect of the Said Apartment. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such appropriation or adjustment and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.
28		2.1 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 local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.	Cl. 2.12- No deviation

Thanking You



RACHANA DEVELOPERS

Promoter

29		2.2 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. 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 the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").	Clause-2.9- It is hereby agreed that the time, for payment as specified above is the essence of this Agreement and on failure of the Purchaser/s/Allottee/s to pay the same on due dates, it shall be deemed that the Purchaser/s/Allottee/s has committed breach of this Agreement and the VENDORS/DEVELOPERS/PROMOTERS shall be entitled to take such action as they are entitled to take in case of breach/default of this Agreement, including termination of this Agreement. It is further agreed that the time is essence of contract for the VENDORS/DEVELOPERS/PROMOTERS as well as the Purchaser/s/Allottee/s. The VENDORS/DEVELOPERS/PROMOTERS shall abide by the time schedule for completing the said Apartment and handing over the said Apartment to the Purchaser/s/Allottee/s after receiving the occupancy certificate or the completion certificate, as the case may be. 2.10 Without prejudice to the right of the VENDORS/DEVELOPERS/PROMOTERS to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s/Allottee/s shall be bound and liable to pay interest with quarterly rests on all amounts which become due and payable by the Purchaser/s/Allottee/s to the VENDORS/DEVELOPERS/PROMOTERS till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof and any delay tolerated or indulgence shown shall not itself be considered as waiver of the right of the VENDORS/DEVELOPERS/PROMOTERS under this Agreement, nor shall be construed as Condonation by VENDORS/DEVELOPERS/PROMOTERS on such delay. The amount of interest shall be calculated after completion of the said Apartment and the Purchaser/s/Allottee/s has agreed to pay the same before possession of the said Apartment.
30		3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared/proposed FSI shall belong to Promoter only. 3.5 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 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 this Agreement.	Cl. 3.1- That the VENDORS/DEVELOPERS/PROMOTERS do hereby declare that the Built-Up (Base FSI+ Premium FSI+TDR+ Ancillary FSI) area of Sq. Mtrs. as sanctioned in respect of RACHANA PURVA APARTMENT is and the same will be consumed in construction of the said Building and if due to any circumstance or any scaling down of the said Building any FSI is extra or remaining balance then the VENDORS/DEVELOPERS/PROMOTERS will be at liberty to use the same in construction of any building or structure in said Project situate on the said land or any other building to be constructed in the Township "RACHANA NAKSHTRA". The Purchaser/s/Allottee/s hereby expressly waives any right to raise any objection for the amendment of the Plans and/or construction of the additional floors or wings, to use and consume the balance FSI available/generated in any form in respect of the Project Land. The Purchaser/Allottee/s further agrees that he/she/they shall not be entitled to claim any rebate in the Consideration or any other advantage from the VENDORS/DEVELOPERS/PROMOTERS on the ground of the VENDORS/DEVELOPERS/PROMOTERS making additional construction or any other ground whatsoever. However the Purchaser/s/Allottee/s is/are aware that RACHANA PURVA is independent by itself and Purchaser/s/Allottee/s have to make aware and agree to any alteration or modification in regard to said Apartment or the Building of RACHANA PURVA. 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. 3.5 The VENDORS/DEVELOPERS/PROMOTERS shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Apartment 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 consideration payable for the carpet area shall be recalculated upon confirmation by the VENDORS/DEVELOPERS/PROMOTERS. If there is any reduction in the carpet area exceeding the defined limit then VENDORS/DEVELOPERS/PROMOTERS shall refund the excess money paid by Purchaser/s/Allottee/s within forty-five days with interest from the date of such recalculation. If there is any increase in the carpet area allotted to Purchaser/s/Allottee/s, the VENDORS/DEVELOPERS/PROMOTERS shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as calculated on the basis of lump sum consideration as agreed in Clause 2 of this Agreement.
31		4.1 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 competent authority/court.	No deviation
32		4.2 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 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. 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 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	Cl. 4.6, 5.2 and 5.8- No deviation
33		5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.	Cl. 3.2- The specifications to be provided by the Vendors/Developers/Promoters in the said Apartment are as set out in Annexure G annexed hereto, and VENDORS/DEVELOPERS/PROMOTERS hereby reserves the right to select/change the brand of material/specifications used due to any prevailing adverse/monopolistic market condition or factors beyond the control of the VENDORS/DEVELOPERS/PROMOTERS

34		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 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 competent authority/court	Cl. 4-Possession-First para no deviation a) War, Civil Commotion or uprising against constituted authority, insurgency, embargo, revolution, acts of terrorism, military action, vandalism, rebellion, insurrection, act of hostile Army or local riots, heavy rain fall, fire or act of God. b) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree/Order of any Court/tribunal/authority, or on account of any delay from any Government Department on any account relating to completion and handing over of the project. c) Any stay or injunction order from any Court. d) Any natural calamity, Pandemic or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole. e) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project. f) Delay in grant of any NOC/Permission/license/connection/installation of any services such as lifts, electricity and water connections and meters to the scheme/flat, Road NOC or Completion Certificate from Appropriate Authority g) Delay or default in payment of dues by the Purchaser/s/Allottee/s under these presents (Without prejudice to the right of the VENDORS/DEVELOPERS/PROMOTERS to terminate this agreement) h) Delay in issuance of Occupancy Certificate/Completion Certificate due to reason/s not attributable to the non-compliance of the Promoter. i) Strike or Lockouts in Government Department causing delay in obtaining approvals, import and export restrictions due to any epidemic/pandemic, which affect the labour/man power/construction material at site. j) Any other reason beyond the control of VENDORS/DEVELOPERS/PROMOTERS
35		7.1 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 (deviation). 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.	Cl. 4.2- The VENDORS/DEVELOPERS/PROMOTERS, upon obtaining the occupancy or completion certificate and the balance of total consideration made by the Purchaser shall offer in writing the possession of the said Apartment, to the Purchaser. The Purchaser agree to pay the maintenance charges for the Common areas/Facilities as determined by the VENDORS/DEVELOPERS/PROMOTERS or Apex body, society, Association, Apartment Owner's Condominium as the case may be from the date of offer of the VENDORS/DEVELOPERS/PROMOTERS to hand over possession of the said Apartment or from the date of Occupancy Certificate whichever is earlier.
36		7.2 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 and occupancy:	Cl. 4.3- No deviation
37		7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed 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 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.	Cl. 4.4- Upon receiving a written intimation from the VENDORS/DEVELOPERS/PROMOTERS as provided in this clause, the Purchaser shall take possession of the said Apartment from the VENDORS/DEVELOPERS/PROMOTERS by paying all the dues on the Said Apartment and by executing necessary documents/Sale Deed. In case the Purchaser fails to take possession within the time provided in this clause then such Purchaser shall continue to be liable to pay maintenance charges as applicable
38		7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter 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.	No deviation

39		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 parking vehicle.	10.f. f. The Purchaser agree to use the said Apartment only for residential purpose and not to carry on any illegal business of any nature whatsoever in the said Apartment.
41	9.1 to 9.3		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 are constructed. 9.3 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 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 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 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 contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to 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/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.	8.1 The VENDORS/DEVELOPERS/PROMOTERS having dedicated the said property to the provisions of Maharashtra Apartment Ownership Act, 1970 had executed and registered Deed of Declaration as stated hereinabove along with Bye-laws of the proposed Condominium shall within three months after completion of the said building and upon the 51% majority (upon registration of 51% of Sale Deed) by the Owner's of RACHANA PURVA, the VENDORS/DEVELOPERS/PROMOTERS shall handover the said Project RACHANA PURVA to the Association/Condominium of Apartment Owners (which was duly formed under the Deed of Declaration as mentioned above), for upkeep and maintenance of defined common areas and amenities of the project, in accordance with the provisions of the bylaws forming part and parcel of the Deed of Declaration. The Promoter shall, upon handing over the said Project RACHANA PURVA 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 RACHANA PURVA will be constructed. Upon the entire Layout being developed, the RACHANA PURVA Association/Condominium along with other Association/Condominium of the said Layout may form an Apex Body for the entire Layout.
42		10	The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs. For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs. for deposits of electrical receiving and Sub Station provided in Layout	Not mentioned in our agreement
43		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.	This clause is not applicable as builder has submitted its property CI. 8.1- The VENDORS/DEVELOPERS/PROMOTERS having dedicated the said property to the provisions of Maharashtra Apartment Ownership Act, 1970 in pursuance to registration of the Deed of Declaration as stated hereinabove, after completion of the said building the VENDORS/DEVELOPERS/PROMOTERS shall handover the said Project RACHANA PURVA Apartment to Association of Apartment Owners formed for upkeep and maintenance of defined common areas and amenities of the project, in accordance with the provisions of the bylaws forming part and parcel of the Deed of Declaration. Upon the entire Layout being developed, the RACHANA PURVA Apartment Association/Condominium along with other Association/Condominium of the said Layout may form an Apex Body for the entire Layout.
44	13.. I to 13.xi		Representation and Warranties of the Promoter	We have covered these representation in different clauses in modified version and not specifically mentioned in the given format
45		14	I to xli	I to 12 no deviation in clause -m10.1 (a) to (j)- thereafter following additional clauses m. The VENDORS/DEVELOPERS/PROMOTERS has not undertaken any responsibility nor has agreed anything with the Purchaser orally or otherwise and there is no implied Agreement or covenant on the part of the VENDORS/DEVELOPERS/PROMOTERS other than the terms and conditions expressly provided under this Agreement. n. The Purchaser/s/Allottee/s shall use the said Apartment or any part thereof for the purpose, sanctioned by concerned authorities and the Purchaser Purchaser/s/Allottee/s shall be answerable and responsible for any deviation in use of the same. The Purchaser Purchaser/s/Allottee/s is entitled only to the said Apartment hereby agreed to be sold to him and shall not use the same for such purpose or in the manner that may cause inconvenience or is objected to by the society or body or any of its members and/or by the VENDORS/DEVELOPERS/PROMOTER. o. The Purchaser/s/Allottee/s, either as Purchaser/s/Allottee/s in respect of the said Apartment or as member of the Society/Association/ Condominium or indirectly as a member of the Apex Body/Federation, agree/s not to raise any dispute or objection to the VENDORS/DEVELOPERS/PROMOTER and/or its nominees in implementing the scheme of development of the Entire Land/Entire Layout and/or making and effecting construction on the said Project Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc. The Purchaser/s/Allottee/s further agree/s to extend all co-operation and assistance to the VENDORS/DEVELOPERS/PROMOTER in respect thereof at all times hereafter, even after taking possession of the said Apartment and the Purchaser/s/Allottee/s, as member of the Society Society/Association/ Condominium and indirectly as a member of the Apex Body/Federation, as the case may be, shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the VENDORS/DEVELOPERS/PROMOTER, in relation to the said entire development process and / or Development Potential of the Entire Land/Entire Layout or any part thereof, and with the utilization, consumption and/or transfer thereof, including the right of the VENDORS/DEVELOPERS/PROMOTER to deal with or dispose of the same, in such manner as the VENDORS/DEVELOPERS/PROMOTER may deem fit. p. As the VENDORS/DEVELOPERS/PROMOTERS will be applying to the concerned authorities for giving separate water connection for the said Project and separate electricity meters and connection for the said Apartment of the Purchaser on his behalf, if there is any delay in obtaining separate water connection for the said project and electricity supply connections from the concerned department then under such circumstances VENDORS/DEVELOPERS/PROMOTERS shall not be responsible, and in such event, the VENDORS/DEVELOPERS/PROMOTERS may provide electrical connection to the said Apartment through a sub meter or any other temporary arrangement due to which if there is improper supply of electricity or water, the VENDORS/DEVELOPERS/PROMOTERS shall not be held responsible for the same. The Purchaser shall pay the proportionate outgoing charges as demanded, determined and decided by the VENDORS/DEVELOPERS/PROMOTERS for such emergency/alternative arrangement. The Purchaser/s/Allottee/s shall carry out at their own cost all internal changes only after obtaining the due consent from the VENDORS/DEVELOPERS/PROMOTERS and from the concerned authorities. The VENDORS/DEVELOPERS/PROMOTERS shall be the final and ultimate body for sanctioning any such changes in the Apartment and the decision of the VENDORS/DEVELOPERS/PROMOTERS herein in such matters shall be final. q. The Purchaser/Allottee/s hereby agrees that due to structural columns and shear walls, the parking size may vary and

			r. That in the sanction plan there is a provision of Four Wheeler and 2 Wheeler parking as per the sanctioning norms. That the Purchaser/s/Allottee/s and all other Apartment Owners of RACHANA PURVA hereby agrees for the arrangement of Car Parking Space on the space provided for Two Wheeler parking and for such arrangement required driveway for fire tender movement will be kept open and these type of parking arrangement will be on the basis of mutual understanding and shall be acceptable to them. Further this situation is only applicable or may arise if actual number of two wheelers to be used by the Flat Owners are less and number of car's are more than the Parking shown in the sanctioned plan. s. That on or before execution of these presents, Parking Plan for open/one unit of hydraulic car lift in RACHANA PURVA APARTMENT is duly shown to the PURCHASER/S/ALLOTTEE/s as per the grouping (Flat Number wise) duly highlighted with various colours therein. That it is further understood by the PURCHASER/S/ALLOTTEE/s that parking space allotment will be done by draw of lots by the Association itself in the meeting of RACHANA PURVA APARTMENT OWNERS CONDOMINIUM and same shall be acceptable and binding on all the Apartment owners of RACHANA PURVA on the day of handing over of the Building RACHANA PURVA to the Association. That the maintenance of hydraulic car lift parking shall be the responsibility of the Purchaser from the date of Sale Deed. t. VENDORS/DEVELOPERS/PROMOTERS agreed to permit the Purchaser/Allottee/s, the right to use the Parking Spaces, right shall be subject to modification/variation by the VENDORS/DEVELOPERS/PROMOTERS. The Purchaser/Allottee/s cannot sell and or transfer the parking space independently.
46		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 property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned. 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 property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.	15.1 Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said building or any part thereof. The Purchaser/s/Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation space, common areas etc. will remain the property of The VENDORS/DEVELOPERS/PROMOTERS who shall be free to allot such restricted area, parking spaces, terraces etc. to the person of its choice and not have any objection for the same.
47		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/]" 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].	cl. 3.4- At any stage during the implementation of the project, the VENDORS/DEVELOPERS/PROMOTERS shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its right, title and interest, in the said land and the buildings to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser/s/Allottee/s in respect of the said Apartment agreed to be purchased by him under the term of this Agreement.
48		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.	Not mentioned in our Agreement
49		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 saidapartment/plot/building, as the case may be.	Cl. 15.9 The Parties agree that the Agreement, schedules, annexure and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written agreements, negotiations, commitments, writings, discussions, representations and warranties made by the VENDORS/DEVELOPERS/PROMOTERS in any documents, brochures, advertisements, hoardings, etc. and / or through any other medium hereinbefore agreed upon between the VENDORS/DEVELOPERS/PROMOTERS and the Purchaser which may in any manner be inconsistent with what is stated herein.
50		20. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties	15.6 This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.
51		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 goalong with the [Apartment/Plot] for all intents and purposes.	Not mentioned expressly but Allottee definition includes successor-in-title
52		22 2. 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 amendedor 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.	15.8-If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Relevant Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive. In the occurrence of such event the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest to the provision being replaced, and that preserves the intent of the parties with which the provision so replaced was introduced in this Agreement.

53		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.	Cl. 1.1 (ix)- ix. PROPORTION shall mean the proportion of ratio which the Carpet Area of any Apartment or the Said Apartment bears to the summation of Carpet Areas of all the Apartments, being constructed in the Said Apartment Building for the time being.
54		26	26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.	Cl. 15.2- The Purchaser/s/Allottee/s shall present this agreement as well as the Supplementary Agreement, Conveyance/Final Deed of Transfer/Sale Deed at the proper registration office for registration within the time limit prescribed by the Registration Act and the duly authorized person on behalf of the VENDORS/DEVELOPERS/PROMOTERS will attend and admit execution thereof.
55		27	27 That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below	Cl. 5.3- That VENDORS/DEVELOPERS/PROMOTERS shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the VENDORS/DEVELOPERS/PROMOTERS within the period of notice then at the end of such notice period, VENDORS/DEVELOPERS/PROMOTERS shall be entitled to terminate this Agreement.
56		29	Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.	STAMP DUTY: The Purchaser agree to bear the stamp duty, registration charges and incidental charges and expenses and other out of pocket expenses payable by the purchaser, in respect of this Agreement as also in respect of the supplementary document, Deed of Rectification, Conveyance or any documents of final transfer of the said Apartment which is a part of the total property, being a Deed of Conveyance in favour of a society or on a Deed of Apartment of the said Apartment that may be executed in favour of Purchaser herein.
57		30	Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.	No Deviation
58		31	ANNEXURE – A Name of the Attorney at Law/Advocate, ANNEXURE –B (Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land). ANNEXURE –C-1 (Authenticated copies of the plans of the Layout as approved by the concerned Local Authority) ANNEXURE - C-2 (Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project) ANNEXURE -D (Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority) ANNEXURE – E (Specification and amenities for the Apartment), ANNEXURE –F (Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)	Annexure A – Copy of Property Card Annexure B – Sanctioned Layout Plan Annexure C – Release Letter for Plot No. 05 Annexure D – Building Permit along with Sanctioned Plan Annexure E – Title Verification Certificate & Search Report Annexure F – RERA Registration Certificate Annexure G- Specification
59			Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee I say received. The Promoter/s. By order and in the name of the Governor of Maharashtra,	No Deviation
			Additional Clauses	
Sr. No	Clause No.		Additional Clauses	
1	10.1-h		b. Not to affix any name plate, signboards and others signage at any place or location in the said project, except at the places, size, design etc. that may be permitted by the VENDORS/DEVELOPERS/PROMOTERS in writing.	
2	10.1.n		n. The Purchaser/s/Allottee/s shall use the said Apartment or any part thereof for the purpose, sanctioned by concerned authorities and the Purchaser Purchaser/s/Allottee/s shall be answerable and responsible for any deviation in use of the same. The Purchaser Purchaser/s/Allottee/s is entitled only to the said Apartment hereby agreed to be sold to him and shall not use the same for such purpose or in the manner that may cause inconvenience or is objected to by the society or body or any of its members and/or by the VENDORS/DEVELOPERS/PROMOTER.	
3	10.1.o		The Purchaser/s/Allottee/s, either as Purchaser/s/Allottee/s in respect of the said Apartment or as member of the Society/Association/ Condominium or indirectly as a member of the Apex Body/Federation, agree/s not to raise any dispute or objection to the VENDORS/DEVELOPERS/PROMOTER and/or its nominees in implementing the scheme of development of the Entire Land/Entire Layout and/or making and effecting construction on the said Project Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc. The Purchaser/s/Allottee/s further agree/s to extend all co-operation and assistance to the VENDORS/DEVELOPERS/PROMOTER in respect thereof at all times hereafter, even after taking possession of the said Apartment and the Purchaser/s/Allottee/s, as member of the Society SOUNDERTAKING/S/AFFIDAVITS/ ETC., BINDING ON PURCHASER/S/ALLOTTEE/S:	
			WHEREAS, the Purchaser has read and understood all the terms and conditions of all the documents of title of the Said Land and also the Purchaser has read and understood all the contents of the indemnity bonds/ undertakings/Affidavits, etc. given by the VENDORS/DEVELOPERS/PROMOTERS to the Collector/Nagpur Municipal Corporation/NIT or any other authority, and terms and conditions mentioned in Building Permit /Commencement Certificate etc., and Purchaser agree/s that this agreement is subject to the said terms and conditions and the same are also binding on him/her/them, AND; ciety/Association/ Condominium and indirectly as a member of the Apex Body/Federation, as the case may be, shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the VENDORS/DEVELOPERS/PROMOTER, in relation to the said entire development process and / or Development Potential of the Entire Land/Entire Layout or any part thereof, and with the utilization, consumption and/or transfer thereof, including the right of the VENDORS/DEVELOPERS/PROMOTER to deal with or dispose of the same, in such manner as the VENDORS/DEVELOPERS/PROMOTER may deem fit.	

4	10.1.p	As the VENDORS/DEVELOPERS/PROMOTERS will be applying to the concerned authorities for giving separate water connection for the said Project and separate electricity meters and connection for the said Apartment of the Purchaser on his behalf, if there is any delay in obtaining separate water connection for the said project and electricity supply connections from the concerned department then under such circumstances VENDORS/DEVELOPERS/PROMOTERS shall not be responsible, and in such event, the VENDORS/DEVELOPERS/PROMOTERS may provide electrical connection to the said Apartment through a sub meter or any other temporary arrangement due to which if there is improper supply of electricity or water, the VENDORS/DEVELOPERS/PROMOTERS shall not be held responsible for the same. The Purchaser shall pay the proportionate outgoing charges as demanded, determined and decided by the VENDORS/DEVELOPERS/PROMOTERS for such emergency/alternative arrangement. The Purchaser/s/Allottee/s shall carry out at their own cost all internal changes only after obtaining the due consent from the VENDORS/DEVELOPERS/PROMOTERS and from the concerned authorities. The VENDORS/DEVELOPERS/PROMOTERS shall be the final and ultimate body for sanctioning any such changes in the Apartment and the decision of the VENDORS/DEVELOPERS/PROMOTERS herein in such matters shall be final.	
5	10.1.q	The Purchaser/Allottee/s hereby agrees that due to structural columns and shear walls, the parking size may vary and Purchaser/Allottee/s shall not raise any dispute regarding the size and location of the parking.	
6	10.1.r	That in the sanction plan there is a provision of Four Wheeler and 2 Wheeler parking as per the sanctioning norms. That the Purchaser/s/Allottee/s and all other Apartment Owners of RACHANA PURVA hereby agrees for the arrangement of Car Parking Space on the space provided for Two Wheeler parking and for such arrangement required driveway for fire tender movement will be kept open and these type of parking arrangement will be on the basis of mutual understanding and shall be acceptable to them. Further this situation is only applicable or may arise if actual number of two wheelers to be used by the Flat Owners are less and number of car's are more than the Parking shown in the sanctioned plan.	
7	10.1.s and t	That on or before execution of these presents, Parking Plan for open/one unit of hydraulic car lift in RACHANA PURVA APARTMENT is duly shown to the PURCHASER/S/ALLOTTEE/s as per the grouping (Flat Number wise) duly highlighted with various colours therein. That it is further understood by the PURCHASER/S/ALLOTTEE/s that parking space allotment will be done by draw of lots by the Association itself in the meeting of RACHANA PURVA APARTMENT OWNERS CONDOMINIUM and same shall be acceptable and binding on all the Apartment owners of RACHANA PURVA on the day of handing over of the Building RACHANA PURVA to the Association. That the maintenance of hydraulic car lift parking shall be the responsibility of the Purchaser from the date of Sale Deed. VENDORS/DEVELOPERS/PROMOTERS agreed to permit the Purchaser/Allottee/s, the right to use the Parking Spaces, right shall be subject to modification/variation by the VENDORS/DEVELOPERS/PROMOTERS. The Purchaser/Allottee/s cannot sell and or transfer the parking space independently.	
9	12	Compliance under FEMA	
		The PURCHASER/S/ALLOTTEE/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. The PURCHASER/S/ALLOTTEE/s understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The VENDORS/DEVELOPERS/PROMOTERS shall not be responsible in this regard. The PURCHASER/S/ALLOTTEE/s shall keep the VENDORS/DEVELOPERS/PROMOTERS fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the PURCHASER/S/ALLOTTEE/s subsequent to the signing of this Agreement,	
		it shall be the sole responsibility of the PURCHASER/S/ALLOTTEE/s to intimate the same in writing to the VENDORS/DEVELOPERS/PROMOTERS immediately and comply with necessary formalities if any under the applicable laws. The VENDORS/DEVELOPERS/PROMOTERS shall not be responsible towards any third party making payment / remittances on behalf of any PURCHASER/S/ALLOTTEE/s and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the VENDORS/DEVELOPERS/PROMOTERS shall be issuing the payment receipts in favour of the PURCHASER/S/ALLOTTEE/s only.	
10	14	FACILITIES/AMENITIES IN OPEN SPACES OF THE RACHANA NAKSHATRA TOWNSHIP LAYOUT The Purchaser is aware that the VENDORS/DEVELOPERS/PROMOTERS may/shall develop/developed some amenities Club House, Garden, RMU Facility and other amenities/facilities in Common Open Space within the Layout of Township "RACHANA NAKSHATRA" for the common use of all Apartment Owners/Shop owners in different Plots within the Layout of "TOWNSHIP RACHANA NAKSHATRA". Such Amenities shall be jointly enjoyed, used and maintained by all apartment owners/Shop owners of different buildings in different plots of the Layout of "TOWNSHIP RACHANA NAKSHATRA". The Common Amenities are being developed as per the requirements and sanctions of the concerned competent authorities for the benefit of the residents of the "TOWNSHIP RACHANA NAKSHATRA" in the Layout. The Purchaser hereby agrees to contribute to the common funds for such maintenance of the common amenities and facilities to be maintained jointly by owners of all the Apartment Buildings proposed to be developed in the said entire layout in advance for _____ years as till _____VENDOR/DEVELOPERS/PROMOTERS is maintaining same for initial period of _____ years and thereafter members of RACHANA PURVA CONDOMINIUM shall be responsible for the maintenance of the common amenities and facilities along with other residential apartments coming up from time to time in due course of time..	

10	14	FACILITIES/AMENITIES IN OPEN SPACES OF THE RACHANA NAKSHATRA TOWNSHIP LAYOUT The Purchaser is aware that the VENDORS/DEVELOPERS/PROMOTERS may/shall develop/developed some amenities Club House, Garden, RMU Facility and other amenities/facilities in Common Open Space within the Layout of Township "RACHANA NAKSHATRA" for the common use of all Apartment Owners/Shop owners in different Plots within the Layout of "TOWNSHIP RACHANA NAKSHATRA". Such Amenities shall be jointly enjoyed, used and maintained by all apartment owners/Shop owners of different buildings in different plots of the Layout of "TOWNSHIP RACHANA NAKSHATRA". The Common Amenities are being developed as per the requirements and sanctions of the concerned competent authorities for the benefit of the residents of the "TOWNSHIP RACHANA NAKSHATRA" in the Layout. The Purchaser hereby agrees to contribute to the common funds for such maintenance of the common amenities and facilities to be maintained jointly by owners of all the Apartment Buildings proposed to be developed in the said entire layout in advance for _____ years as till _____ VENDOR/DEVELOPERS/PROMOTERS is maintaining same for initial period of _____ years and thereafter members of RACHANA PURVA CONDOMINIUM shall be responsible for the maintenance of the common amenities and facilities along with other residential apartments coming up from time to time in due course of time..	
11	16	INDEMNITY The Allottee hereby covenants with the VENDORS/DEVELOPERS/PROMOTERS to pay from time to time and at all times the amounts which the Purchaser/Allottee/s is liable to pay under this Agreement and to indemnify and keep indemnified the VENDORS/DEVELOPERS/PROMOTERS and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the VENDORS/DEVELOPERS/PROMOTERS may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises/Apartment, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Purchaser/Allottee/s or his/her/their representatives or any person/s visiting the Purchaser/Allottee/s or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Purchaser/Allottee/s, before or after taking possession of the said Premises/Apartment and during the occupation, use and enjoyment of the said Building, the Project Land and the Common Areas and Amenities.	

PLACE **NAGPUR**

DATE **04.10.2023**

For Rachana Developers

MR. RAUNAK SHISHIR DIOTE
PARTNER/PROMOTER

Thanking You



RACHANA DEVELOPERS
Promoter