

Annexure 'A'
Model Form of Agreement to be entered into between Promoter and Allottee(s)
(See rule 10(1))
EXPLANATORY NOTE

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

Model Form of Agreement

This Agreement made at HINGNA this.....day of..... in the year Two Thousand and between :

- (1) **SHRI. RAJENDRA S/o KISANLAL SANCHETI**, Aged about 66 Years, Occupation – Business, Income Tax PAN ABIPS9842F, Aadhar Unique Identity No. 680482560693 and Cell No. 9881746834, Resident of Swapnil Sarva Apartment, Plot No. 61, Shivaji Nagar, Nagpur-440010, Tahsil and District - NAGPUR,
- (2) **SHRI. MAHAVIR S/o TRILOKCHAND DHANECHA**, Aged about 56 Years, Occupation – Business, Income Tax PAN AAWPD9683Q, Aadhar Unique Identity No. 260623228424 and Cell No. 9823050751, Resident of Shree Mangal, Plot No. 159, Farmland, Ramdaspath, Nagpur-440010, Tahsil and District – NAGPUR AND
- (3) **SHRI. ADITYA S/o RAJENDRA SANCHETI**, Aged about 35 Years, Occupation – Business, Income Tax PAN CFBPS0908F, Aadhar Unique Identity No. 908721229096 and Cell No. 9881199929, Resident of Swapnil Sarva Apartment, Plot No. 61, Shivaji Nagar, Nagpur-440010, Tahsil and District - NAGPUR, All acting under the constituted Association of Persons (AOP) known and styled as "NEEVSTONE BUILDERS" having Income Tax PAN AAFAN37480, hereinafter referred to as "the VENDORS/PROMOTERS" of the One Part

AND

- (1) **SHRI. _____ S/o. _____**, Aged about ____ Years, Occupation – Service, Income Tax PAN _____, Aadhar Unique Identity No. _____ and Cell No. _____ AND
- (2) **SMT. _____ W/o _____**, Aged ____ years, Occupation – _____, Income Tax PAN _____, Aadhar Unique Identity No. _____ and Cell No. _____ having address at _____ hereinafter referred to as "the Allottee(s)/Purchaser(s)" of the Other Part.

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the _____ day of _____



.....20..... made between of the One Part (hereinafter referred to as "the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of years in respect of a piece or parcel of leasehold land bearing situate at, admeasuring sq.m. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as " the project land") at a rent of Rs. per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

OR

WHEREAS by an Agreement datedday of 20...../Power of Attorney dated executed between Shri. (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at in the Registration Sub-District of admeasuring sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

WHEREAS by an Agreement/Conveyance datedday of2023 and executed between the One Part (hereinafter referred to as "the Vendors & the Promoters") and of the Other Part (hereinafter referred to as " the Allottee(s)/Purchaser(s)"), the Vendors/ the Promoters agreed with the Purchaser(s)/the Allottee(s) an immovable property i.e. a Residential Units/Apartments and Shops out of the project **INDUS PARK** proposed to be constructed on the Non Agricultural land bearing Survey / Khasra / **Gut No. 50/1D** containing by admeasurements **0.53 Hectare** (i.e. 5300 Sq. Mtrs.) of **MOUZA - DIGDOH, P.S.K. 6**, held in Occupancy Class-I Rights, Rental Rs. 530 Yearly, Khate No. 10618 and including all other easementary rights appurtenant and belonging thereto, bearing Grampanchayat Property No. 221, Ward No. 3, situated at Bansinagar, Village - Digdoh, within the limits of the Grampanchayat - Digdoh in Tahsil - Hingna and District - NAGPUR more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

WHEREAS, the Vendors/Promoters hereinabove named is an exclusive, absolute and full Co-Owners of the property comprising ALL THAT Piece and Parcel of the Non Agricultural land bearing Survey / Khasra / **Gut No. 50/1D** containing by admeasurements **0.53 Hectare** (i.e. 5300 Sq. Mtrs.) of **MOUZA - DIGDOH, P.S.K. 6**, held in Occupancy Class-I Rights, Rental Rs. 530 Yearly, Khate No. 10618 and including all other easementary rights appurtenant and



Mahesh Jais



belonging thereto, bearing Grampanchayat Property No. 221, Ward No. 3, situated at Bansinagar, Village - Digdoh, within the limits of the Grampanchayat - Digdoh in Tahsil - Hingna and District - NAGPUR and more particularly described in the First Schedule hereunder written (*hereinafter referred to as "the project land"*);

AND WHEREAS the property comprising ALL THAT Piece and Parcel of land bearing Survey/Khasra/Gut No. 50, having an area of 2.66 Hectares, Rental Rs. 3.06, held in Bhogwatdar Class - I Rights of Mouza - DIGDOH, P.S.K. 6, situate at Village - Digdoh in Tahsil - HINGNA and District - NAGPUR, Originally belonged to Shri Rikhabchand Kalyanmalji Sharma, being his separate and self acquired property, having purchased the same by him from Smt. Nirmaladevi Wd/o Late Shri. Dattatraya Kulkarni, Shri. Subhash Dattatray Kulkarni and Shri. Shashank Dattatray Kulkarni, by a Sale Deed Dated 18-06-1962, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-1 in Book No. 1, Volume No. 10 on Pages 115 to 119 at Sr. No. 949 on even date;

AND WHEREAS the aforesaid Shri Rikhabchand Kalyanmalji Sharma lateron prepared a layout of the aforesaid Survey/Khasra/Gut No. 50 by carving out various Plots of different sizes therein and the same is known and styled as "Sharma Residential-Cum-Industrial Estate" and the said layout is duly sanctioned and approved by the Grampanchayat Nildoh-Digdoh;

AND WHEREAS during his life-time the aforesaid Shri. Rikhabchand Kalyanmalji Sharma executed his LAST WILL AND TESTAMENT on 01-04-1994 and thereby he bequeathed a Portion of the aforesaid property having an area of 0.56 R. (Identified as Plot Nos. 43 to 50 and 31 out of the proposed layout and an open land closely adjacent to the said Plots of land, thus totaling 0.56 R.) to his son Shri Anilkumar Sharma, absolutely forever with heritable and transferable rights therein;

AND WHEREAS the said Shri. Rikhabchand Kalyanmalji Sharma left for heavenly abode on 02-01-2002 and consequent upon his death the said Shri Anilkumar Sharma has now become an exclusive, absolute and full Owner of the said property in terms of the aforesaid Will Dated 01-04-1994 with heritable and transferable rights therein and the same is also accordingly mutated in his sole name in 7/12 Extract as well as all relevant records;

AND WHEREAS the aforesaid Shri Anilkumar Sharma later on transferred/sold his aforesaid property admeasuring 0.56 Hectare by way of Sale to Shri. Shailendra Madanlal Varma, by a Sale Deed Dated 27-08-2009, which is duly registered at the Office of the Joint Sub Registrar, Hingna in Book No.1 at Serial No. 3813 on even date and the same is accordingly recorded in the Revenue Records;

AND WHEREAS the aforesaid the Owner Shri. Shailendra Madanlal Varma lateron agreed to sell a portion of land out of his aforesaid property comprising ALL THAT Piece and Parcel of Land containing by admeasurements 0.53 Hectare out of the entire land containing by admeasurements 0.56 Hectare being a portion of the land bearing Survey / Khasra / Gut No. 50/1 having total area of 2.66 Hectares



Shailendra Madanlal Varma

of MOUZA - DIGDOH, P.S.K. 6, held in Occupancy Class-1 Rights, Rental Rs. 3.06 Yearly and including all other easementary rights appurtenant and belonging thereto, situated at Village - Digdoh, within the limits of the Grampanchayat - Digdoh in Tahsil - Hingna and District - NAGPUR, to (i) Shri. Rajendra Kisanlal Sancheti, (ii) Shri. Mahavir Trilokchand Dhanecha and (iii) Shri. Aditya Rajendra Sancheti, by an Agreement to Sell Dated 02-08-2013, which is duly registered at the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Serial No. HGN/3528/2013 on even date upon various terms and condition contained therein on payment of requisite stamp duty and registration fees payable thereon;

AND WHEREAS in pursuance of the said Agreement and considering their request, the aforesaid Shri. Shailendra Madanlal Varma later on executed Sale Deed on 09-06-2014 in respect of the aforesaid property in favour of (i) Shri. Rajendra Kisanlal Sancheti, (ii) Shri. Mahavir Trilokchand Dhanecha and (iii) Shri. Aditya Rajendra Sancheti, the Vendors/Promoters named hereinabove and the said Sale Deed Dated 09-06-2014 which is duly registered at the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Serial No. HGN/2606/2014 on 10-06-2014 and the said portion of land is now identified as Survey/Khasra/Gut No. 50/1D, having an area of 0.53 Hectare, Rental Rs. 0.61 Yearly, held in Occupancy Class-1 Rights, Khate No. 10618. As a result therefore the aforesaid (i) Shri. Rajendra Kisanlal Sancheti, (ii) Shri. Mahavir Trilokchand Dhanecha and (iii) Shri. Aditya Rajendra Sancheti, the Vendors/Promoters named hereinabove have now become an exclusive absolute and full Co-owners of the property bewaring Survey/Khasra/Gut No. 50/1D having an area of 0.53 Hectare with heritable and transferable rights therein and the same is accordingly recorded in the Revenue Records;

AND WHEREAS, the Vendors/Promoters named hereinabove decided to develop the aforesaid entire land into Residential/Commercial Estate to be known and styled as "INDUS PARK" thus the Vendors/Promoters named hereinabove have submitted a proposal to Regional Board of Maharashtra Housing Development Authority (MHADA) for construction of Apartments/Tenements for Economical Weaker Section as per the Government of Maharashtra Notification No. Prayo/2017/Pra.Kra.12/GruNiDho-2/Shikana Dated 11-01-2018 under the Affordable Housing Component with Private Public Partnership in accordance with the directives as may be issued/or amended from time to time by the said Authority under the said Scheme;

AND WHEREAS, in pursuance of the letter of Chief Engineer-II/A and SNLO, Pradhan Mantri Aawas Yojana bearing No. CE-II/EE-1/PMAY/A/618/18 Dated 28-08-2018, the said proposal is approved by the Central Sanctioning and Monitoring Committee (CSMC), Ministry of Housing and Urban Affairs, Government of India in its 53rd meeting held on 25-03-2021;

AND WHEREAS the Vendors/Promoters i.e. Shri. Rajendra Kisanlal Sancheti and 2 others all acting under the constituted Association of Persons (AOP) known and styled as "NEEVSTONE BUILDERS" (the Private Partner called therein) and the Chief Officer, Nagpur Housing and Area Development Board



Handwritten signature of Mahavir



MHADA on behalf of Mission Director/PRADHAN MANTRI AWAS YOJNA and CHIEF EXECUTIVE OFFICER/ MAHARASHTRA HOUSING & AREA DEVELOPMENT AUTHORITY, the State Level Nodal Agency for implementing the said scheme under Private Public Partnership have jointly executed a Memorandum of Understanding on 22-03-2022 pursuant to the proposal submitted by the aforesaid Private Partner who agreed to undertake development of the project land upon the several terms and conditions contained therein;

AND WHEREAS the Vendors/Promoters named hereinabove being desirous of developing the aforesaid entire land into the Affordable Housing Project and framed a scheme for development / construction and sale under name and styled as "INDUS PARK" thus prepared a detailed layout plan on the aforesaid land consisting of plots of lands of different sizes contained therein and building plans of a building proposed to be constructed on the distinctive plots of land under the project land and the application dated 16-09-2021 for layout sanction and considering their request, the said layout is duly sanctioned and approved by the Executive Engineer, Layout and Building Permission Cell, PMAY vide its Letter No. अ.म. व बा.प.कक्ष/PMAY/427/2021 Dated 25-11-2021;

AND WHEREAS, the application dated 22-10-2021 for building permissions submitted by the Grantors have approved by the Executive Engineer, Building Permission Cell, PMAY/A of MHADA under PMAY vide its Letter No. EE/BP/PMAY/A/MHADA/115/2022 Dated 22-03-2022 in the form of an Intimation of Approval (IOA) subject to the fulfillment of various conditions contained therein;

AND WHEREAS in pursuance of Intimation of Approval the Grantors have deposited a sum of Rs. 84,42,641/- towards Labour cess, Security Fees, Security Deposit and Development Charges to the said Authority and upon the request of the Grantors the said authority has given relaxation to pay the Labour Cess in four installments on the stipulated time period;

AND WHEREAS in pursuance to the Section 42-A of the Maharashtra Land Revenue Code, 1966 and also the said layout is duly sanctioned and approved by the Executive Engineer, Layout and Building Permission Cell, PMAY vide its Letter No. अ.म. व बा.प.कक्ष/PMAY/427/2021 Dated 25-11-2021, the Collector, Nagpur granted Sanad/Annexure "B" and thereby imposed Non Agricultural Assessment to the said land vide Order No. Prastu/Jilhadhikari/Kavi-1478/2022, Dated 26-09-2022 passed in the Revenue Case No. 28/NAP-34/Mouza-Digdoh (Devi)Hingna/2022-23 upon the several terms and conditions contained therein;

AND WHEREAS, the Vendors/Promoters hereinabove named have decided to develop the said property bearing Survey/Khasra/Gut No. 50/1D containing by total admeasurements 5300 Sq. Mtrs. out of the sanctioned lay-out known and styled as "INDUS PARK" of MOUZA - DIGDOH, P.S.K. 72, situated at Village - Digdoh in Tahsil - Hingna and District - NAGPUR into a Residential / Commercial Estate by constructing Multistoried Building thereon, each consisting of various self



Maharaj

contained separate Apartments therein;

AND WHEREAS the Vendors/Promoters has decided to dedicate the said Project to the provisions of the Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act by executing a Deed of Declaration on 14-09-2022 and the same is also registered at the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Serial No. HGN/5538/2022 on even date. Thus the said Project will be governed by the provisions of the Maharashtra Apartment Ownership Act, 1970. The provisions of the Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser(s) and her/his/their successors in title.

AND WHEREAS, as the Real Estate (Regulation and Development) Act, 2016 having come into force with effect from May 1, 2017, the aforesaid Scheme/Project is come under the said Act and therefore the provisions of the said Act are applicable to the aforesaid Scheme/Project. In pursuance of the said Act, the Government of Maharashtra established Maharashtra Real Estate Regulatory Authority and further promulgated the Rules and Regulations for implementation of the said Act. The provisions of the said Act, Rules and Regulation thereof are applicable to the aforesaid entire Building/Complex known and styled as "INDUS PARK;

AND WHEREAS, the Vendors/Promoters do hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendors/Promoters have clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

AND WHEREAS the Vendors/Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendors/Promoters is in possession of the project land.

AND WHEREAS the Promoters have proposed to construct on the project land consist of Ground Floor and 9 (Nine) Upper Floors. There are 5 (FIVE) Shops, covered/stilt Parking area, Lobby area, Four Regular Stair Case, Society Office, Lift Areas on the GROUND FLOOR. There are 15 (FIFTEEN) 2 BHK Apartments of Low Income Group (LIG) category each on the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH and SEVENTH FLOOR. There are 14 (FOURTEEN) 2 BHK Apartments of Low Income Group (LIG) category on the EIGHTH FLOOR. There are 11 (ELEVEN) 2 BHK Apartments of Low Income Group (LIG) category on the NINTH FLOOR in the said Building. There are 23 (TWENTY THREE) 1 BHK Apartments of Economically Weaker Section (EWS) category each on the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH and SEVENTH FLOOR. There are 22 (TWENTY TWO) 1 BHK Apartments of Economically Weaker



Mahajan



Section (EWS) category on the EIGHTH FLOOR. There are 21 (TWENTY ONE) 1 BHK Apartments of Economically Weaker Section (EWS) category on the NINETH FLOOR. Thus there are in all 5 (FIVE) Shops and 334 (THREE HUNDRED AND THIRTY FOUR) independent and self contained separate Apartments/Units in the said entire Scheme/Complex and to be known and styled as "INDUS PARK".

AND WHEREAS the Allottee is offered an Apartment/Shop bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment/Shop") in Wing "_____" out of the Complex/Building called "INDUS PARK" (herein after referred to as the said "Building/Complex") being constructed in the single phase of the said project, by the Vendors/Promoters.

AND WHEREAS the Vendors/Promoters have 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 Vendors/Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing No. _____; authenticated copy is attached in Annexure 'F';

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

AND WHEREAS the Vendor/Promoter has sole and exclusive right to sell the Apartments/Shops / Chambers / Office Premises / Godowns/ Service Apartments and self contained separate Apartments and Shops therein in the said building/s to be constructed by the Vendor/Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Vendors/Promoters 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 Shri. Bhavik Jain, M/s Jain & Associates, having his registered Office at 22, Tilak Nagar, Nagpur-440010 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 there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/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 Vendor/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.



Bhavik Jain

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 Vendor/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,

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

AND WHEREAS the Vendor/Promoter have 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

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 Vendor/Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Vendors/Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment/Shop No. _____ on the _____ Floor in "Wing _____" of the building/complex "INDUS PARK" being constructed in the single phase of the said Project,

AND WHEREAS the carpet area of the said Apartment/Shop 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/Shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment/unit.

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;



Handwritten signature in blue ink.



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

AND WHEREAS, the Vendors/Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at __no.__;

AND WHEREAS, under section 13 of the said Act the Vendor/Promoter have is required to execute a written Agreement for sale of said Apartment/Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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

1. The Promoter shall construct the said building/s consist of Ground Floor and 9 (Nine) Upper Floors. There are 5 (FIVE) Shops, covered/stilt Parking area, Lobby area, Four Regular Stair Case, Society Office, Lift Areas on the GROUND FLOOR. There are 15 (FIFTEEN) 2 BHK Apartments of Low Income Group (LIG) category each on the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH and SEVENTH FLOOR. There are 14 (FOURTEEN) 2 BHK Apartments of Low Income Group (LIG) category on the EIGHTH FLOOR. There are 11 (ELEVEN) 2 BHK Apartments of Low Income Group (LIG) category on the NINTH FLOOR in the said Building. There are 23 (TWENTY THREE) 1 BHK Apartments of Economically Weaker Section (EWS) category each on the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH and SEVENTH FLOOR. There are 22 (TWENTY TWO) 1 BHK Apartments of Economically Weaker Section (EWS) category on the EIGHTH FLOOR. There are 21 (TWENTY ONE) 1 BHK Apartments of Economically Weaker Section (EWS) category on the NINTH FLOOR. Thus there are in all 5 (FIVE) Shops and 334 (THREE HUNDRED AND THIRTY FOUR) independent and self contained separate Apartments to be constructed by the Vendors/Promoters on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.



Malavika

Provided that the Vendor/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 Vendor/Promoter and the Vendor/Promoter hereby agrees to sell to the Allottee Apartment/Shop No. having carpet area admeasuring sq. metres on floor in Wing - (hereinafter referred to as "the Apartment/Shop") 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/Shop including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Vendor/Promoter the balance amount of Rs. (Rupees) in the following manner :-

- i. Amount of Rs./- (.....) (not exceeding 30% of the total consideration) to be paid to the Vendors/Promoters after the execution of Agreement
- ii. Amount of Rs./- (.....) (not exceeding 45% of the total consideration) to be paid to the Vendors/Promoters on completion of the Plinth of the building or wing in which the said unit is located.
- iii. Amount of Rs./- (.....) (not exceeding 70% of the total consideration) to be paid to the Vendors/Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said unit is located.
- iv. Amount of Rs./- (.....) (not exceeding 75% of the total consideration) to be paid to the Vendors/Promoters on completion of the walls, internal plaster, floorings doors and windows of the said unit.
- v. Amount of Rs./- (.....) (not exceeding 80% of the total consideration) to be paid to the Vendors/Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said unit.



Khalid Jais



- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Vendors/Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said unit is located..
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Vendors/Promoters 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 unit is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the unit 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 Vendors/Promoters 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 Vendors/Promoters) up to the date of handing over the possession of the Apartment/Shop.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendors/Promoters 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 Vendors/Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective installment has been pre-poned. 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 Vendors/Promoters.
- 1(g) The Vendors/Promoters 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 Vendors/Promoters. If there is any reduction in the



Mahesh Jais

carpet area within the defined limit then Vendors/Promoters 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 Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee authorizes the Vendors/Promoters 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 Vendors/Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendors/Promoters to adjust their payments in any manner.

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

2.1 The Vendors/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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

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

3. The Vendor/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Vendor/Promoter have 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 Vendor/Promoter have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the project land in the said Project and Allottee has agreed to purchase the said Apartment/Shop based on the proposed construction and sale of Apartments/Shops to be carried out by the by



Malay Jain



utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendors/Promoters only.

4.1 If the Vendors/Promoters fails to abide by the time schedule for completing the project and handing over the Apartment/Shop to the Allottee, the Vendors/Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Vendors/Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Vendors/Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendors/Promoters.

4.2 Without prejudice to the right of Vendors/Promoters 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 Vendors/Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Vendors/Promoters shall at their own option, may terminate this Agreement:

Provided that, Vendors/Promoters 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 their 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 Vendors/Promoters within the period of notice then at the end of such notice period, Vendors/Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendors/Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendors/Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment/Shop which may till then have been paid by the Allottee to the Vendors/Promoters.

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 Vendors/Promoters in the said building and the Apartment/Shop as are set out in Annexure 'E', annexed hereto.

6. The Vendors/Promoters shall give possession of the Apartment/Shop to the Allottee on or before 30 June of 2026. If the Vendors/Promoters fails or neglects to give possession of the Apartment/Shop to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Vendors/Promoters shall be liable on demand to refund to the Allottee the amounts already received by



Handwritten signature in blue ink.

them in respect of the Apartment/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendors/Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor/Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/Shop on the aforesaid date, if the completion of building in which the Apartment/Shop 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.

7.1 Procedure for taking possession - The Vendors/Promoters, 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], 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 Vendors/Promoters shall give possession of the [Apartment] to the Allottee. The Vendors/Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors/Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Vendors/Promoters or association of allottees, as the case may be. The Vendors/Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Vendors/Promoters as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Vendors/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors/Promoters shall give possession of the [Apartment] 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.

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 Vendors/Promoters any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendors/Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Vendors/Promoters, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to



Malviya



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) They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Vendors/Promoters has decided to dedicate the said Project to the provisions of the Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act by executing a Deed of Declaration on 14-09-2022 and the same is also registered at the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Serial No. HGN/5538/2022 on even date. Thus the said Project will be governed by the provisions of the Maharashtra Apartment Ownership Act, 1970. The provisions of the Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser(s) and her/his/their successors in title.

10. The Allottee along with other allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society/"Association" and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee, so as to enable the Vendor/Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

The Vendor/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/Vendor/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

Within 15 days after notice in writing is given by the Vendor/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



Handwritten signature in blue ink.

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 Vendor/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 Vendor/Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Vendor/Promoter shall not carry any interest and remain with the Vendor/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 Vendor/Promoter to the Society or the Limited Company, as the case may be.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Vendor/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
12. The Allottee shall pay to the Vendor/Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Vendor/Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
13. 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 Vendor/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



Maharajam



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 Vendor/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.

14. REPRESENTATIONS AND WARRANTIES OF THE VENDORS / PROMOTERS

The Vendors/Promoters hereby represents and warrants to the Allottee as follows:

- i. The Vendors/Promoters have 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 Vendors/Promoters have 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 Vendors/Promoters have 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 Vendors/Promoters have the right to enter into this Agreement and have 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 Vendors/Promoters have 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/Shop which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Vendors/Promoters confirms that the Vendors/Promoters are not



restricted in any manner whatsoever from selling the said Apartment/Shop 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 Vendors/Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Vendors/Promoters have 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 Vendors/Promoters in respect of the project land and/or the Project except those disclosed in the title report.
15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Shop may come, hereby covenants with the Vendors/Promoters as follows :-
- i. To maintain the Apartment/Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Shop is situated and the Apartment/Shop itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Shop is situated, including entrances of the building in which the Apartment/Shop is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment/Shop on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment/Shop and maintain the Apartment/Shop in the same condition, state and order in which it was delivered by the Vendors/Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop is situated or the Apartment/Shop which may be contrary to



Mahesh Jais



the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Shop is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Shop and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Patis or other structural members in the Apartment/Shop without the prior written permission of the Vendors/Promoters and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Shop in the compound or any portion of the project land and the building in which the Apartment/Shop is situated.
- vii. Pay to the Vendors/Promoters within fifteen days of demand by the Vendors/Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Shop is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Shop by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Shop until all the dues payable by the Allottee to the Vendors/Promoters under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments/Shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the



Malavika

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/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment/Shop is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Vendors/Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building 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 Vendor/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

17. 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/Shops 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/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendors/Promoters until the management of the said Building maintenance is handed over to the Association of Owners as hereinbefore mentioned.

18. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

19. VENDORS/PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendors/Promoters executes this Agreement he shall not mortgage or create a charge on the *[Apartment/Shop] and if any such mortgage or



A handwritten signature in blue ink, appearing to read "H. D. Jais" or similar, written over a faint circular stamp.

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].

20. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Vendors/Promoters do not create a binding obligation on the part of the Vendors/Promoters 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 Vendors/Promoters. If the Allottee(s) fails to execute and deliver to the Vendors/Promoters 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 Vendors/Promoters, then the Vendors/Promoters 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.

21. **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/Shop, as the case may be.

22. **RIGHT TO AMEND**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / 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/Shop, in case of a transfer, as the said obligations go along with the Apartment/Shop for all intents and purposes.

24. **SEVERABILITY**



M. G. J. J.

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

25. 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/Shop to the total carpet area of all the Apartments/Shops in the Project.

26. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. PLACE OF EXECUTION

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

28. The Allottee and/or Vendors/Promoters shall present this Agreement as well as the Sale Deed conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendors/Promoters will attend such office and admit execution thereof.

29. That all notices to be served on the Allottee and the Vendors/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendors/Promoters by Registered Post A.D and notified Email



Mahesh Jang

ID/Under Certificate of Posting at their respective addresses specified below:

_____ (Name of Allottee)

_____ (Allottee's Address)

Notified Email ID: _____

(1) SHRI. RAJENDRA S/o KISANLAL SANCHETI,

(2) SHRI. MAHAVIR S/o TRILOKCHAND DHANECHA,

(3) SHRI. ADITYA S/o RAJENDRA SANCHETI,

All acting under the constituted Association of Persons (AOP) known and styled as
"NEEVSTONE BUILDERS"

(Name of Vendors/Promoters)

No. 1 & 3 both Residents of Swapnil Sarva Apartment, Plot No. 61, Shivaji Nagar,
Nagpur-440010, Tahsil and District - NAGPUR,

No. 2 Resident of Shree Mangal, Plot No. 159, Farmland, Ramdaspath, Nagpur-
440010, Tahsil and District - NAGPUR

(Vendors/Promoters Address)

Notified Email ID : _____

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

30. JOINT ALLOTTEES

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

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

32. 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 competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

33. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Hingna/Nagpur courts will have the jurisdiction for this Agreement



Malavika

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at HINGNA in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to
Description of the freehold land and all other details

ALL THAT Piece and Parcel of Non Agricultural land bearing Survey / Khasra / Gut No. 50/1D containing by admeasurements 0.53 Hectare (i.e. 5300 Sq. Mtrs.) of MOUZA – DIGDOH, P.S.K. 6, held in Occupancy Class-1 Rights, Rental Rs. 530 Yearly, Khate No. 10618 and including all other easementary rights appurtenant and belonging thereto, bearing Grampanchayat Property No. 221, Ward No. 3, situated at Bansinagar, Village - Digdoh, within the limits of the Grampanchayat – Digdoh in Tahsil - Hingna and District – NAGPUR and bounded as under:

ON THE EAST - BY SURVEY NO. 50/1B, 50/1C & 50/1A (PART),
ON THE WEST - BY 24.00 MTRS. WIDE ROAD,
ON THE NORTH - BY 24.00 MTRS. WIDE ROAD,
ON THE SOUTH - BY SURVEY NO. 50/1A.

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

- a) Stilt and Open Parking Facility is provided to the said Building.
- b) Common passage leading to the Stair Ways.
- c) Compound wall, Grill Gate/s is/are provided to the said Building as per sanctioned plan for ingress and egress of Shop/Apartment Owners.
- d) The following facilities located throughout the building.
- i) 2 (TWO) Staircase and 2 (TWO) Fire Escape Staircase are provided to the Building.
- ii) A Bore Well with Electric Motor and Pump
- iii) Sump with Electric Motor and Pump.
- iv) Plumbing net work, throughout the building.
- v) Electric wiring network throughout the building.
- vi) Necessary light and public water connections.
- vii) Overhead Water Tank/s.
- viii) 6 (SIX) Lifts are provided to the Building.
- ix) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.
- x) Common Sewage Treatment Plant (STP) is provided to the entire Complex/Layout.
- xi) AND in general all apparatus and installations existing for common use.

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



Mahajan



SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

in the presence of WITNESSES:

1. Name _____ Signature _____

2. Name _____ Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendors/Promoters:

(1) _____

(RAJENDRA KISANLAL SANCHETI)

(2) _____

(MAHAVIR TRILOKCHAND DHANECHA)

(3) _____

(ADITYA RAJENDRA SANCHETI)

Members of "NEEVSTONE BUILDERS" AOP (Association Of Persons)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

3. Name _____ Signature _____

4. Name _____ Signature _____

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE APARTMENT ALONG WITH
BOUNDARIES IN

DESCRIPTION OF THE APARTMENT

Name of Project : "INDUS PARK"



Mahajan

Shop / Apartment No.	Floor	TYPE	Carpet Area (Sq. Mtrs.)	Open Balcony (Sq. Mtrs.)	Built-up Area (Sq. Mtrs.)	Undivided Share in Land (%)

The said Apartment/Shop is bounded as under:

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

**SCHEDULE 'B'
FLOORPLAN OF THE APARTMENT**

ANNEXURE-A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE:

