

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 NAGPUR this.....day of..... in the year Two Thousand and TWENTY FOUR between:

- (1) **SHRI. SHYAM S/o LATE SHRI. VITTHALRAO JAGDALE**, Aged about 69 Years, Occupation - Retired, Resident of Plot No. 46, Behind Lokmat Press, Farmland Layout, Ramdaspath, Nagpur - 440010, Tahsil and District – NAGPUR (Maharashtra State), {Income Tax PAN - ABUPJ2541C}, {Aadhar Card No. 4014 7605 1873} & {Mobile No. 9604502445},
- (2) **SHRI. CHANDRAKANT S/o LATE SHRI. VITTHALRAO JAGDALE**, Aged about 67 Years, Occupation – Legal Practitioner, Resident of Plot No. 46, Behind Lokmat Press, Farmland Layout, Ramdaspath, Nagpur - 440010, Tahsil and District – NAGPUR (Maharashtra State), {Income Tax PAN - ABMPJ5307Q}, {Aadhar Card No. 5864 4104 7853} & {Mobile No. 9822577978},
- (3) **MRS. JYOTI W/o RAJU HIWALE (Maiden name Ku. Jyoti D/o Late Shri. Vitthalrao Jagdale)**, Aged about 63 Years, Occupation - Housewife, Resident of Behind of Batukbhai Jewellers, Apartment No. 903/B, ‘Laxmi Apartments’, Khare Town, Dharampath, Nagpur - 440010, Tahsil and District – NAGPUR (Maharashtra State), {Income Tax PAN - ACCPH4072M}, {Aadhar Card No. 5353 9186 7539} & {Mobile No. 9890964755},
- (4) **MRS. VARSHA W/o VILAS JADHAV (Maiden name Ku. Varsha D/o Late Shri. Vitthalrao Jagdale)**, Aged about 58 Years, Occupation - Housewife, Resident of Plot No. 90 B, Shivam Kunj, Gorewada Tank Road, Borgaon, Katol Road, Nagpur - 440013, Tahsil and District – NAGPUR (Maharashtra State), {Income Tax PAN - AIGPJ2133F}, Aadhar Card No. 8199 2067 6158} & {Mobile No. 9423686316},
- (5-a) **SMT. BHAVANA Wd/o LATE SHRI. ANANDRAO JAGDALE**, Aged about 65 Years, Occupation - Household, {Income Tax PAN - ACRPJ2481M}, {Aadhar Card No. 3295 5579 6783} & {Mobile No. 9673527749}, & (5-b) **SHRI. CHAITANYA S/o LATE SHRI. ANANDRAO JAGDALE**, Aged about 43 Years, Occupation – Service, {Income Tax PAN - ANOPJ1427F}, {Aadhar Card No. 9491 0329 1461} & {Mobile No. +1(484)6397465}, Both Residents of Plot No. 46, Behind Lokmat Press, Farmland Layout, Ramdaspath, Nagpur - 440010, Tahsil and District – NAGPUR (Maharashtra State), all acting through their duly Constituted Attorney **PARS URBAN SERVICE PROVIDERS & INFRASTRUCTURE DEVELOPMENT PRIVATE LIMITED**, {Income Tax PAN – AAHCP8906C}, A Company duly incorporated under the Companies Act, 1956 bearing Incorporation Certificate No. U74900MH2014PTC258759 having its Registered Office at Flat No. 2/102, Plot No. 115, ‘Preeti Apartments’, Laxmi Nagar, Nagpur-440010, Tahsil and District – NAGPUR (Maharashtra State), acting through its **Authorized Director** –

SHRI. RAHUL S/o RAJENDRA DESHMUKH, Aged about 29 Years, Occupation - Business, Resident of Plot No. 115, 'Priti Apartments', Near Water Tank, Laxmi Nagar, Nagpur - 440022, Tahsil and District – NAGPUR (Maharashtra State), {Income Tax PAN - CGHPD5457R}, {Aadhar Card No. 2774 1827 2621} & {Mobile No. 8698234444}, hereinafter all jointly called the **VENDORS/OWNERS**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS/OWNERS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST 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 **SECOND PART**.

AND

PARS URBAN SERVICE PROVIDERS & INFRASTRUCTURE DEVELOPMENT PRIVATE LIMITED, {Income Tax PAN – AAHCP8906C}, A Company duly incorporated under the Companies Act, 1956 bearing Incorporation Certificate No. U74900MH2014PTC258759 having its Registered Office at Flat No. 2/102, Plot No. 115, 'Preeti Apartments', Laxmi Nagar, Nagpur-440010, Tahsil and District – NAGPUR (Maharashtra State), acting through its **Authorized Director – SHRI. RAHUL S/o RAJENDRA DESHMUKH**, Aged about 29 Years, Occupation - Business, Resident of Plot No. 115, 'Priti Apartments', Near Water Tank, Laxmi Nagar, Nagpur - 440022, Tahsil and District – NAGPUR (Maharashtra State), {Income Tax PAN - CGHPD5457R}, {Aadhar Card No. 2774 1827 2621} & {Mobile No. 8698234444}, hereinafter called the "**DEVELOPER/PROMOTER/CONFIRMING PARTY**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, administrators, executors, successors and assigns) of the **THIRD PART**.

WHEREAS, the Vendors/Owners hereinabove named are joint Owners of the property comprising **ALL THAT** Piece and Parcel of land bearing **Freehold Plot No. 46 (FORTY SIX)** [formerly Nazul Leasehold plot] in Civil Station Expansion Scheme, containing by admeasurement **20492.5 Sq. Ft. (OR 1903.799 Sq. Mtrs.)** of **MOUZA – LENDRA**, bearing Corporation House Nos. 53 & 53/U/1, City Survey No. 1108 and Sheet No. 53, situated at Backside of Lokmat Bhavan, Farmland Layout, Ramdaspath, Lendra, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written (*hereinafter referred to as "the project land"*); **AND**

WHEREAS, **ALL THAT** Piece and Parcel of land bearing Nazul Leasehold Plot No. 46 (FORTY SIX) in Civil Station Expansion Scheme, containing by admeasurement 20492.61 Sq. Ft. (OR 1903.81 Sq. Mtrs.) of **MOUZA – LENDRA**, bearing City Survey No. 1108 and Sheet No. 53, situated at Backside of Lokmat

Bhavan, Farmland Layout, Ramdaspath, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR, Originally belonged to Aryan Bank Limited, being its separate property, having been acquired the same by it from the Governor of the Central Provinces and Berar, acting through the Deputy Commissioner, Nagpur on Leasehold Rights for a term ending on 31/03/1975 by an Indenture of Lease Dated 09/10/1954; AND

WHEREAS, the said Aryan Bank Limited lateron transferred/sold the said Nazul Leasehold Plot No. 46 (FORTY SIX), containing by admeasurement 20492.61 Sq. Ft. (OR 1903.81 Sq. Mtrs.), bearing City Survey No. 1108 and Sheet No. 53, situated at Backside of Lokmat Bhavan, Farmland Layout, Ramdaspath, Nagpur, in Tahsil and District – NAGPUR by way of sale to Shri. Ramdas S/o Laxman Paranjape by a Sale Deed Dated 16/01/1957, which is duly Registered in the Office of the Sub Registrar, Nagpur in Addl. Book No. I, Volume No. 366 on Pages 32 to 35 at Sr. No. 84 on 23/01/1957; AND

WHEREAS, the aforesaid Shri. Ramdas S/o Laxman Paranjape lateron in his turn transferred/sold the said Nazul Leasehold Plot No. 46 (FORTY SIX), containing by admeasurement 20492.61 Sq. Ft. (OR 1903.81 Sq. Mtrs.), bearing City Survey No. 1108 and Sheet No. 53, situated at Backside of Lokmat Bhavan, Farmland Layout, Ramdaspath, Nagpur, in Tahsil and District – NAGPUR by way of sale to Shri. Krishnarao S/o Vinayakrao Deshpande, by a Sale Deed Dated 26/09/1958, which is duly Registered in the Office of the Sub Registrar, Nagpur in Addl. Book No. I, Volume No. 283 on Pages 37 to 39 at Sr. No. 2892 on 27/09/1958; AND

WHEREAS, the the said Shri. Krishnarao S/o Vinayakrao Deshpande lateron constructed a Residential House on the said Nazul Leasehold Plot No. 46 (Forty Six) covering a total Built-up area of 320.00 Sq. Mtrs. in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. CS/305/3906 Dated 13/01/1961 in Case No. CS/3906, bearing Corporation House No. 53, City Survey No. 1108 and Sheet No. 53 of Mouza – Lendra; AND

WHEREAS, the said Shri. Krishnarao S/o Vinayakrao Deshpande lateron in his turn transferred/sold the said Nazul Leasehold Plot No. 46 (Forty Six) Togetherwith the existing Residential House standing thereon, bearing Corporation House Nos. 53, City Survey No. 1108 and Sheet No. 53 of Mouza – Lendra, situated at Farmland Layout, Ramdaspath, Nagpur in Tahsil and District – Nagpur by way of sale to Mrs. Kusum W/o Vitthal Jagdale by a Sale Deed Dated 04/06/1963, which is duly Registered in the Office of the Sub Registrar, Nagpur in Addl. Book No. 1, Volume No. 52 on Pages 187 to 196 at Sr. No. 2770 on 26/08/1963 and the same is also accordingly mutated in her name in all relevant records as also in the Property Card of City Survey vide Ferfar Entry No. 4494/11; AND

WHEREAS, the said Mrs. Kusum W/o Vitthal Jagdale lateron constructed a Residential House on the said Nazul Leasehold Plot No. 46 (Forty Six) covering a total Built-up area of 320.00 Sq. Mtrs. in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. CS/6298/3906 Dated 05/07/1966 in Case No. CS/3906, bearing Corporation House Nos. 53 & 53/U/1, City Survey No. 1108 and Sheet No. 53 of Mouza – Lendra; AND

WHEREAS, on expiration of the Original term of Lease the Collector, Nagpur on behalf of Governor of Maharashtra State lateron extended the same for a

further term/period commencing from 31/03/1975 and ending on 31/03/2005 by executing a Renewed Indenture of Lease regarding the said property in favour of Mrs. Kusum W/o Vitthal Jagdale on 29/04/1988; AND

WHEREAS, for construction of the House the said Mrs. Kusum W/o Vitthal Jagdale had sought Housing Loan from The Vidarbha Premier Co-operative Housing Society Limited, Nagpur and mortgaged the said entire property to it by way of security for the repayment of Loan. During the course of time said Mrs. Kusum W/o Vitthal Jagdale had paid the entire Loan amount togetherwith an interest accrued thereon to the said Mortgagee Society i.e. The Vidarbha Premier Co-operative Housing Society Limited, Nagpur and got her property freed and discharged from its Mortgage. A No Dues Certificate to that effect is also issued by the said Mortgagee Society in favour of Mrs. Kusum W/o Vitthal Jagdale on 18/10/2023. As a result therefore the said property is now free from encumbrances of all kinds whatsoever; AND

WHEREAS, the said Smt. Kusum W/o Vitthal Jagdale left for heavenly abode on 02/10/1999 (her husband namely Shri. Vitthal Jagdale having predeceased her on 25/06/2023) and consequent upon her death/demise the aforesaid entire property devolved upon her three sons namely (i) Shri. Anand Vitthalrao Jagdale, (ii) Shri. Shyam Vitthalrao Jagdale and (iii) Shri. Chandrakant Vitthalrao Jagdale, the Vendor Nos. 1 and 2 abovenamed and two daughters namely (i) Mrs. Jyoti W/o Raju Hiwale (Maiden name Ku. Jyoti D/o Late Shri. Vitthalrao Jagdale) and (ii) Mrs. Varsha W/o Vilasrao Jadhav (Maiden name Ku. Varsha D/o Vitthalrao Jagdale), the Vendor Nos. 3 and 4 abovenamed jointly by way of intestate succession, being the only legal heirs of the deceased and the same is also accordingly mutated in their joint names in all relevant records as also in the Property Card of City Survey vide Ferfar Entry No. 5594 on dated 20/10/2011; AND

WHEREAS, during the course of time one of the Co-owner namely Shri. Anand S/o Vitthalrao Jagdale also left for heavenly abode on 10/12/2011 and consequent upon his death/demise his share in the aforesaid property devolved upon his Widow Smt. Bhavana Anandrao Jagdale and only son Shri. Chaitanya Anandrao Jagdale, the Vendor Nos. (5-a) & (5-b) abovenamed jointly by way of intestate succession, being the only legal heirs of the deceased and the same is also accordingly mutated in their joint names in all relevant records as also in the Property Card of City Survey vide Ferfar Entry No. 9855 on dated 12/02/2020; AND

WHEREAS, as a result therefore the Vendors hereinabovenamed have now become the Joint/Co-Owners of the said entire property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records as also in the Property Card of City Survey as mentioned above; AND

WHEREAS, on expiration of the Second term of Lease the Collector, Nagpur on behalf of Governor of Maharashtra State lateron extended the same for a further term/period commencing from 01/04/2005 and ending on 31/03/2035 by executing a Renewed Indenture of Lease regarding the said property in favour of Shri. Shyam Vitthalrao Jagdale and others, the Vendors hereinabovenamed on 08/07/2024, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 1 in Book No. 1 at Sr. No. 8470 on 10/07/2024; AND

WHEREAS, the Vendors hereinabovenamed lateron applied to the Collector, Nazul Department Nagpur for conversion of the aforesaid Nazul Leasehold Plot No. 46 (Forty Six) from Leasehold Rights to Freehold Rights.

Considering their request and on Receipt of necessary charges from Vendors, the Collector, Nagpur Office Tahsildar (Nazul) lateron vide its Order No. 18/MRC-81/2023-24, Dated 12/07/2024 converted and declared the said Plot No. 46 (Forty Six) as Freehold Plot. As a result therefore the said Plot No. 46 (Forty Six) is now freehold property. However the rules terms & condition for the same shall always mentioned kindly upon Vendors and Developer of the said property. As a result therefore the Vendors hereinabovenamed have now become the Joint/Co-Owners of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records.; **AND**

WHEREAS, the Vendors hereinabovenamed lateron jointly decided to develop the aforesaid property comprising Nazul Freehold Plot No. 46 (Forty Six), situated at Backside of Lokmat Bhavan, Farmland Layout, Ramdaspath, Nagpur, in Tahsil and District – NAGPUR into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments and Club House therein; **AND**

WHEREAS, the Provisional Fire Safety Approval Certificate regarding Fire and Emergency Service is also issued by the I/C Chief Fire Officer, Fire and Emergency Services Nagpur Municipal Corporation vide its Letter No. FES/441/CFO, Dated 22/08/2024 in favour of the Vendors abovenamed; **AND**

WHEREAS, accordingly by an Agreement of Development Dated 06/09/2024, the Vendors have jointly entrusted the entire work of Development of the said Nazul Freehold Plot No. 46 (Forty Six), situated at Backside of Lokmat Bhavan, Farmland Layout, Ramdaspath, Nagpur, in Tahsil and District – NAGPUR to PARS URBAN SERVICE PROVIDERS & INFRASTRUCTURE DEVELOPMENT PRIVATE LIMITED, the Confirming Party abovenamed upon the several terms and conditions contained therein. The said Agreement is duly Registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 10292 on 09/10/2024 on payment of requisite Stamp Duty of Rs. 1,07,13,200/- and Registration Fees of Rs. 30,000/- payable thereon; **AND**

WHEREAS, the aforesaid Agreement of Development Dated 06/09/2024 is adjudicated by the Collector of Stamps, Nagpur vide its Order No. 156/2024 Dated 07/10/2024 by paying the requisite Stamp Duty of Rs. 1,07,13,200/- payable thereon; **AND**

WHEREAS, for completion of the said scheme the Vendors have also executed a General Power of Attorney in respect of the aforesaid property in favour of PARS URBAN SERVICE PROVIDERS & INFRASTRUCTURE DEVELOPMENT PRIVATE LIMITED, the Confirming Party abovenamed as their Attorney Holder on 09/10/2024, which is duly Registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 10293 on even date; **AND**

WHEREAS, in pursuance of the said Agreement the Confirming Party has accordingly prepared a Plan of a Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as **“CENTRAL PARK TOWER”** and the same is also duly sanctioned and approved by the Assistant Director Town Planning of the Nagpur Municipal Corporation, Nagpur vide his Building Permit No. 275023 (Permit No. NMO/B/2024/APL/03119), Proposal Code : NMO-24-53022, Dated 11/10/2024; **AND**

WHEREAS the Developer/Promoter is entitled and enjoined upon to

construct building on the project land in accordance with the recitals hereinabove;
AND

WHEREAS the Developer/Promoter is in possession of the project land.

WHEREAS the Promoter has proposed to construct on the project land the number of buildings and wings thereof having Ground and upper floors as shown in the sanctioned building plan reserving rights to get the building plan revised or re-revised by constructing many more floors as may be permissible as per applicable building rules and regulation at the relevant time; AND

WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "**CENTRAL PARK TOWER**" (herein after referred to as the said "Building") being constructed on the project land by the Promoter; AND

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

WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;
AND

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

WHEREAS the Developer/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 Developer/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 Developer/Promoter 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 No. _____ on the _____ Floor in the building/complex "**CENTRAL PARK TOWER**" being constructed in the single phase of the said Project; AND

WHEREAS the carpet area of the said Apartment is _____ **square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use

of the Allottee, but includes the area covered by the internal partition walls of the apartment; AND

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

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

WHEREAS, the Developer/Promoter 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 Developer/Promoter have 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; AND

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

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

1. The Developer/Promoter shall construct the Multistoreyed building/s out of the Complex to be collectively known and styled as **“CENTRAL PARK TOWER”**, consisting of, ground, 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 Developer/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 Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Allottee Apartment No. having carpet area admeasuring **sq. metres** on floor of the building known as **“CENTRAL PARK TOWER”** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures 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/ covered Car parking space at _____ level basement/podium/ stilt /mechanical Car Parking Unit bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ft. vertical clearance.

(iii) The Allottee has requested the Promoter for allotment of an open Car parking space and the Promoter agrees to allot the Allottee an open Car parking space without consideration bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth.

1(b) The total aggregate consideration amount for the apartment Including commonly useable covered parking space is thus Rs._____/-, however it is excluding electricity connection charges, water connection charges, maintenance, GST and other contributory charges.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ deposited in RERA Designated Collection Bank Account No. 924020064976111, with Axis Bank, Branch Shankar Nagar having IFS Code UTIB0001828 situated at Shankar Nagar, Nagpur. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 924020064287644 and 923020004040822 respectively in the following manner:-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Developer/Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Developer/Promoter 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 Developer/Promoter 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 Developer/Promoter 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 Developer/Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said unit.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Developer/Promoter 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 Developer/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 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 occupancycertificate or completion certificate.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/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 Developer/Promoter) up to the date of handing over the possession of the [Apartment].
 - 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 Developer/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf tothat effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
 - 1(f) The Developer/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 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 Developer/Promoter.
 - 1(g) The Developer/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 Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Developer/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 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 Developer/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 Developer/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer/Promoter 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 instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Developer/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.

2.2 Time is essence for the Developer/Promoter as well as the Allottee. The Developer/Promoter 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 Developer/Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Developer/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Developer/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 Developer/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 based on the proposed construction and sale of Apartments to be carried out by the by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Promoter only.

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

4.2 Without prejudice to the right of Developer/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 Developer/Promoter 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 instalments, the Developer/Promoter shall at their own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Developer/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 Developer/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 Developer/Promoter.

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 Developer/Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Developer/Promoter shall give possession of the Apartment to the Allottee on or before day of 20____. If the Developer/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 Developer/Promoter shall be liable on demand to refund to the Allottee the amounts already received by them 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 Developer/Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer/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.

7.1 Procedure for taking possession - The Developer/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], 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 Developer/Promoter shall give possession of the [Apartment] to the Allottee. The Developer/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/Promoter or association of allottees, as the case may be. The

Developer/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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:

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

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 Developer/Promoter 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 Developer/Promoter 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 Developer/Promoter, 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 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 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 Developer/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 Developer/Promoter within seven days of the same being forwarded by the Developer/Promoter to the Allottee, so as to enable the Developer/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 maybe, or any other Competent Authority.

9.1 The Developer/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/Developer/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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

9.4 That Developer/Promoter has dedicated 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, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 10587 on 01-05-2017. 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 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 Developer/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 Developer/Promoter within seven days of the same being forwarded by the Developer/Promoter to the Allottee, so as to enable the Developer/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 maybe, or any other Competent Authority.

The Developer/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~~/Developer/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

The Developer/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~~/Developer/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 Developer/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 Developer/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 Developer/Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Developer/Promoter shall not carry any interest and remain with the Developer/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 Developer/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 Developer/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 Developer/Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Developer/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 Developer/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 Developer/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 DEVELOPER/PROMOTER

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

- i. The Developer/Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer/Promoter 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 Developer/Promoter 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 Developer/Promoter has 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 Developer/Promoter 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] which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Developer/Promoter confirms that the Developer/Promoter are not restricted in any manner whatsoever from selling the said [Apartment] 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 Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Developer/Promoter 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 Developer/Promoter 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 may come, hereby covenants with the Developer/Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer/Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer/Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Developer/Promoter within fifteen days of demand by the Developer/Promoter, 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 is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Developer/Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Developer/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.

15A. In case the transaction being executed by this agreement between the promoter the allottee is facilitated by a Registered Real Estate Agent, all amounts (including ta agreed as payable remuneration / fees / charges for services / commission / brokerage t said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/both, as the may be, in accordance with the agreed terms of payment.

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

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 Apartment 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 Developer/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.

18. DEVELOPER/PROMOTER/CONFIRMING PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer/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].

19. BINDING EFFECT

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

20. 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, as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. SEVERABILITY

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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments/Row Houses in the Project.

25. 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at

27. The Allottee and/or Developer/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 Developer/Promoter will attend such office and admit execution thereof.
28. That all notices to be served on the Allottee and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer/Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Notified Email ID: _____

having its Office at Flat No. 2/102, Plot No. 115, 'Preeti Apartments', Laxmi Nagar,
Nagpur-440010,
Notified Email ID : _____,

29. JOINT ALLOTTEES

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

32. 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 NAGPUR courts will have the jurisdiction for this Agreement

SCHEDULE 'A'
(PROJECT LAND)

ALL THAT Piece and Parcel of land bearing Freehold **Plot No. 46 (FORTY SIX)** [formerly Nazul leasehold Plot] in Civil Station Expansion Scheme, containing by **admeasurement 20492.5 Sq. Ft. (OR 1903.799 Sq. Mtrs.)** of **MOUZA – LENDRA**, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House Nos. 53 & 53/U/1, City Survey No. 1108 and Sheet No. 53, situated at Backside of Lokmat Bhavan, Farmland Layout, Ramdaspath, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and bounded as under :-

1109.	ON THE EAST	-	BY PLOT NO. 45/ CITY SURVEY NO
	ON THE WEST	-	BY PLOT NO. 47/ CITY SURVEY NO
1107.	ON THE NORTH	-	BY CONSERVANCY LANE.
	ON THE SOUTH	-	BY 12.00 MTRS WIDE ROAD.

SCHEDULE 'B'
Description of Apartment

Name of Building : “CENTRAL PARK TOWER”

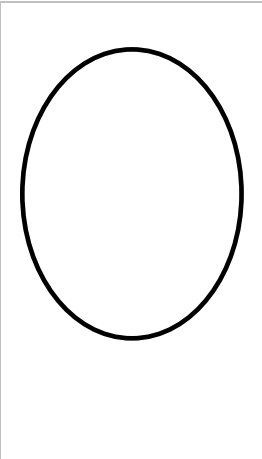
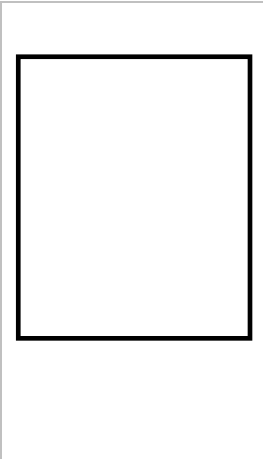
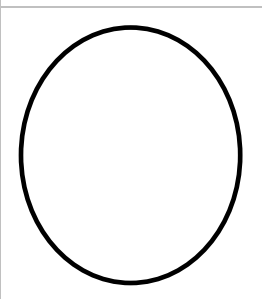
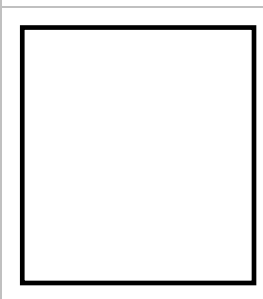
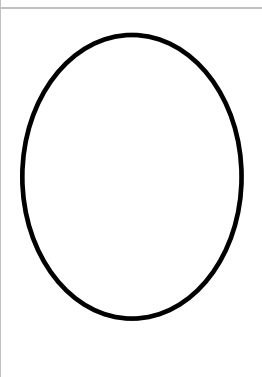
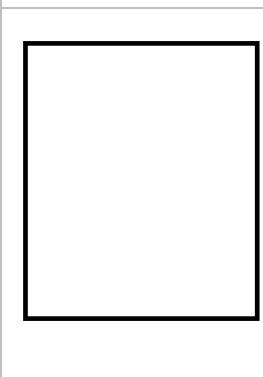
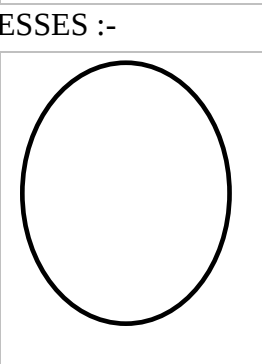
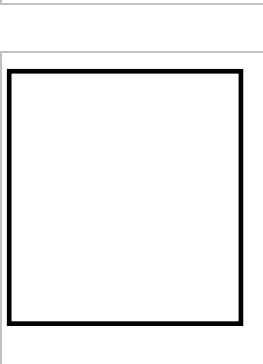
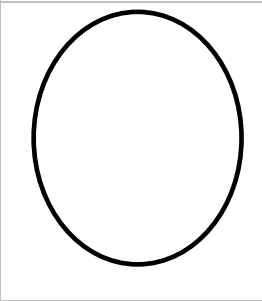
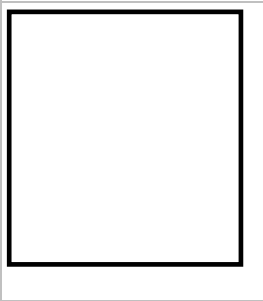
Apartment No.	Floor	Carpet Area Sq. Mtrs.	Open Balcony Sq. Mtrs.	Attached Terrace Sq. Mtrs.	Undivided Share in Land (%)

The said Apartment is bounded as under :

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

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

SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
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01			(RAHUL R. DESHMUKH) Authorized Director of PARS URBAN SERVICE PROVIDERS & INFRASTRUCTURE DEVELOPMENT PRIVATE LIMITED and also as a duly Constituted Attorney for the Vendors/Promoters <u>VENDOR/OWNER</u>
02			(_____) <u>PURCHASER</u>
03			FOR PARS URBAN SERVICE PROVIDERS & INFRASTRUCTURE DEVELOPMENT PRIVATE LIMITED (RAHUL R. DESHMUKH) Authorized Director <u>DEVELOPER/PROMOTER</u>
WITNESSES :-			
I			_____ WITNESS NO. 1
II			_____ WITNESS NO. 2

Annexure 1

Second Schedule Above Referred To

A) Description of the Common Areas Provided:-

	Types Of Common Areas Provided	Proposed Date of Occupancy Certificate	Proposed Date Of Handover For Use	Size/Area of the Common Areas Provided
i)	Fire Lift lobby on ground floor	30/04/2028	30/04/2028	5.2m x 2m
ii)	Lift lobby on ground floor	30/04/2028	30/04/2028	2.56m x2.86m
iii)	Entrance lobby on ground floor	30/04/2028	30/04/2028	7.87mx7.037m
iv)	Society Office & toilet on ground floor	30/04/2028	30/04/2028	4.85mx3.512m 2.5mx1.2m
v)	Fire Lift Lobby On Each Floor	30/04/2028	30/04/2028	5.2mx1.97m
vi)	Lift Lobby On Each Floor	30/04/2028	30/04/2028	52m2

B) Facilities/ Amenities Provided/To Be Provided Within the Building Including In the Common Area of The Building:-

	Types Of Facilities/ Amenities To Be Provided	Phase Name/ Number	Proposed Date Of Occupancy Certificate	Proposed Date Of Handing Over To Society/ Common Organization	Size/Area of The Facilities/ Amenities	FSI Utilized Or Free of FSI
i)	SOCIETY HALL		30/04/2028	30/04/2028	11.406M X14.775 M	FSI Utilized
ii)	PANTRY&WASH AREA		30/04/2028	30/04/2028	6.141M X2.418M 2.302M X2.418M	FSI Utilized
iii)	LIBRARY AND LOUNGE		30/04/2028	30/04/2028	8.641MX 12.543M	FSI Utilized

iv)	CLUB HOUSE & CHILDREN PLAY AREA		30/04/2028	30/04/2028	10.325M X9.188M	FSI Utilized
vi)	SWIMMING POOL AREA WITH CHANGING ROOMS		30/04/2028	30/04/2028	168.69 M2	FSI Utilized
vii)	MEDITATIO N/YOGA HALL		30/04/2028	30/04/2028	6.5M X9.925M	FSI Utilized
viii)	GYMNASHIU M		30/04/2028	30/04/2028	11.526M X8.874M	FSI Utilized
ix)	GARDEN AREA ON GROUND FLOOR		30/04/2028	30/04/2028	185.80 M2	FSI Utilized

C) Facilities/ Amenities Provided/To Be Provided Within The Layout And/Or Common Area of The Layout:-

	Types of Facilities/ Amenities To Be Provided	Phase Name/ Number	Proposed Date of Occupancy Certificate	Proposed Date Of Handing Over To Society/Com mon Organization	Size/Area of The Facilities/ Amenities	FSI Utilized Or Free of FSI
i)	NIL					

D) The Size And The Location Of The Facilities/Amenities In The Form of Open Spaces (RG/PG Etc.) Provided/ To Be Provided Within The Plot And/Or Within The Layout:-

	Types Of Open Spaces(EG/NG) To Be Provided	Phase Name/ Number	Size Open Spaces To Be Provided	Proposed Date Of Availability Or Use	Proposed Date Of Handing Over To Society/Common Organization
ii)	NIL				

E) Details and Specifications of the Lifts:-

	Type Lift (Passenger/Service/Stretcher/ Goods/Fire Evacuation/Any Other	Total Number Of Lifts Provided	Number Of Passenger – Carrying Capacity Weight(Kg)	Speed
i)	Passenger	2	1020	1.75m/s
ii)	Fire Evacuation	1	1020	1.75m/s
iii)				
iv)				