(9)

AGREEMENT

(Urban Area)

(Government Valuation – Rs._____)

(Sale Consideration – Rs._____)

(Earnest money paid – Rs._____)

This Agreement made at **Akola** on this.....day of....., 20__ between-

RAJESHWAR BUILDERS AND DEVELOPERS,

A Partnership Firm, through its partners –

(PAN Number AAZFR8417M)

1. SUNIL S/O MANIKLAL INNANI,

Aged about 50 years,

R/o New Vidya Nagar, Gorakshan Road,

Akola Dist. Akola

(PAN Number AACPI1358P)

2. SANTOSHKUMAR S/O NARENDRAKUMAR HEDA,

Aged about 47years,

R/o House no. 2632, Ramayanam,

Near Kala Maruti Mandir, Ram Nagar,

Akola Dist. Akola

(PAN Number AAGPH5296D)

3.SAURABH S/O KAILASHCHANDRA AGRAWAL,

Aged about 27 years,

R/o Flat no.2, Navneet Flat, Near water tank,

Toshniwal Layout, Akola

(PAN Number ATYPA7012M)

4. NIKESH S/O GULACHAND GUPTA,

Aged about 44 years,

R/o House no. 2458, Gulmurti, Jawahar Nagar, Akola

(PAN Number AFOPG0123P)

5. LAKHAN S/O RAJESH ARORA,

Aged about 29 years,

R/o 129, Gurunanak Nagar,

Murtizapur , Akola.

(PAN Number ABQPA0145H)

6. PRAKASH S/O GOPALRAO POHARE,

Aged 65 years,

House no. 957, Nishant Tower,

Gandhi Road, Akola

(PAN Number ABPPP8924Q)

7. **RANDHIR S/O PRALHADRAO SAWARKAR,**

Aged about 45 years,

R/o House no. 912, Rautwadi,

Umarkhed, Akola

(PAN Number AMRPS7094M)

(Hereinafter jointly referred to as "Vendor")

AND

_____

_____

_____

(PAN number – _____)

(Hereinafter referred to as "the Allottee") of the Other Part.

WHEREAS The Vendor is the owner and in exclusive possession of land situated within the limits of Akola Municipal Corporation bearing nazul sheet number 69, nazul plot number 6/1, 6/2, /1, recorded in the property card as 6/1 + 6/2 and more particularly described in the First Schedule hereunder written (hereinafter referred to as **"the Project Land"**). This land has been purchased by the partners vide registered Sale Deed dated 03/05/2014 registered with Sub-Registrar at Akola at Document number 1783 and the partners have included this property in the stock of the partnership firm – M/s Rajeshwar Builders and Developers, Akola by executing a Declaration to this effect on ___ day of July, 2019..

AND WHEREAS the Vendor is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor is in possession of the project land;

AND WHEREAS the Vendor has started construction on the project land of a condominium having 19 (nineteen) shops and 8 (eight) residential apartments having total built up area of 1988.81Sq. Mtrs. to be known as **"LANDMARK"**

AND WHEREAS the Allottee has been offered Shop/Apartment number ___ out of the aforesaid Condominium by the Vendor;

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

AND WHEREAS the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority

at _____ no_____; authenticated copy is attached in Annexure 'E';

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

AND WHEREAS The Vendor has sole and exclusive right to sell the shop/apartment constructed by the Vendor on the project land and to enter into Agreement/s with the Allottee to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Vendor has given inspection to the Allottee of all the documents of title relating to the project land and the plan, designs and specifications prepared by the Vendor's Architects – Ar Sanjeev Jain of Akola and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor, authenticated copies of Property card or extract of Form D or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Shops or apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

AND WHEREAS the authenticated copies of the plans sanctioned approved by the Town Planner, Akola Municipal Corporation, in case number 14/676/16-17 on 26/09/2019 under the

provisions of the Maharashtra Regional and Town Planning Act has been annexed hereto and marked as Annexure C;

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

AND WHEREAS the Allottee has requested to the Vendor for allotment of a shop/apartment constructed on the project land;

AND WHEREAS the carpet area of the said shop/apartment is _____ square meters and "carpet area" means the net usable floor area of an shop/apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said shop/apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said shop/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 Vendor a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the shop/apartment agreed to be sold by the Vendor to the Allottee as advance payment (the payment and receipt whereof the Vendor both hereby admit and acknowledge) and the Allottee has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the Vendor has 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 is required to execute a written Agreement for sale of said shop/apartment 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 hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Shop).

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

1. The Vendor has constructed said condominium Building on the project land in accordance with the plans, designs and

specifications as approved by the concerned local authority from time to time. All reference as 'Apartment Building' hereinafter in the agreement, unless repugnant to the context, shall be construed as reference to the 'Apartment' building alongwith the 'project land' thereunder.

Provided that the Vendor shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the shop/apartment except any alteration or addition required by any Government authorities or due to change in law.

1 (a) The Allottee hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee Shop/Apartment having carpet area admeasuring ..... sq. metres as shown in the Annexure C for the consideration of Rs. .....

1(b) 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 and hereby agrees to pay to that Vendor 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 Vendor after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the building.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Vendor on completion of the slabs including podiums and stilts of the building.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said shop/apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies uptothe floor level of the said shop/apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the shop/apartment.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Vendor on completion of the water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the shop/apartment.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the shop/apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

iii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the shop/apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Goods and 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 Vendor) up to the date of handing over the possession of the shop/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 Vendor 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 Vendor 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 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 Vendor. If there is any reduction in the carpet area within the defined limit then Vendor 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 Vendor 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(g) The Allottee authorizes the Vendor 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 Vendor may

in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

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

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

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Vendor has planned to utilize Floor Space Index of _____. The Vendor has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said shop/apartment based on the proposed construction and sale of shop/apartment to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only. That the building area does not cover the total FSI available today. The Vendor shall be entitled to utilize the

balance FSI and additional FSI, TDR and make such or otherwise permissible construction of additional shops or residential units, as per sanction of the Municipal Corporation

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

4.2 Without prejudice to the right of Vendor 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 Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Vendor shall at his own option, may terminate this Agreement: Provided that, Vendor 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 Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement. Vendor shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) within a period of thirty days of the

termination, the instalments of sale consideration of the shop/Apartment which may till then have been paid by the Allottee to the Vendor.

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 Vendor in the said building and the shop/apartment as are set out in Annexure 'D', annexed hereto.

6. The Vendor shall give possession of the shop/apartment to the Allottee on or before **31st day of December, 2021**. If the Vendor fails or neglects to give possession of the shop/apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the shop/apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of shop/apartment on the aforesaid date, if the completion of building in which the shop/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 Vendor, 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 shop/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 Vendor shall give possession of the shop/apartment to the

Allottee. The Vendor agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Vendor 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 shop/apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said shop/apartment are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of shop/apartment: Upon receiving a written intimation from the Vendor as per clause 8.1, the Allottee shall take possession of the shop/apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the shop/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 six months from the date of handing over the shop/apartment to the Allottee, the Allottee brings to the notice of the Vendor any structural defect in the shop/apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the shop/apartment or any part thereof or permit the same to be used only for purpose of residential purposes.

9. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Vendor, the following amounts :-

(i) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(ii) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

10. The Allottee shall pay to the Vendor a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Vendor.

11. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

i. The Vendor 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 Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project;

iv. There are no litigations pending before any Court of law with respect to the project land or Project;

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 Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the Project and the said shop/apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said shop/apartment to the Allottee in the manner contemplated in this Agreement;

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

x. 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 Vendor in respect of the project land and/or the Project except those disclosed in the title report.

12. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the shop/apartment may come, hereby covenants with the Vendor as follows :-

i. To maintain the shop/Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the shop/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the shop/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 shop/apartment is situated and the shop/apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the shop/apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the shop/apartment objected to by the concerned local or other authority.

iii. To carry out at his own cost all internal repairs to the said shop/apartment and maintain the shop/apartment in the same condition, state and order in which it was delivered by the Vendor to the Allottee and shall not do or suffer to be done anything in or to the building in which the shop/apartment is situated or the shop/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 shop/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 shop/apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the shop/apartment is situated and shall keep the portion, sewers, drains and pipes in the shop/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 shop/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 shop/apartment without the prior written permission of the Vendor 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 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 shop/apartment in the compound or any portion of the project land.

vii. Pay to the Vendor within fifteen days of demand by the Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the shop/apartment.

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 shop/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 shop/apartment until all the dues payable by the Allottee to the Vendor under this Agreement are fully paid up.

13. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Allottee as advance or deposit, sums received on towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said shop/apartment or of the said Project Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the shop/apartment hereby agreed to be sold to him.

15. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE
After the Vendor executes this Agreement he shall not mortgage or create a charge on the Project Land or the Building 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 shop/apartment .

16. BINDING EFFECT
Forwarding this Agreement to the Allottee by the Vendor does not create a binding obligation on the part of the Vendor 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 Vendor. If the Allottee(s) fails to execute and deliver to the Vendor 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 Vendor, then the Vendor 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.

17. 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 plot/building, as the case may be.

18. RIGHT TO AMEND

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

19. 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 shop/apartment shall equally be applicable to and enforceable against any

subsequent Allottees of the shop/apartment , in case of a transfer, as the said obligations go along with the shop/apartment for all intents and purposes.

20. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21. 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.

22. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Allottee, in after the Agreement is duly executed by the Allottee and the Vendor 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 Akola.

23. The Allottee and/or Vendor shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

24. That all notices to be served on the Allottee and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee
(Allottee's Address)
Notified Email ID:_____

RAJESHWAR BUILDERS AND DEVELOPERS,

A Partnership Firm, through its partners –

Having Business at New Vidya Nagar, Gorakshan Road,

Notified Email ID: landmarkakola@gmail.com

It shall be the duty of the Allottee and the Vendor 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 Vendor or the Allottee, as the case may be.

25. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Vendor 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.

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

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

28. GOVERNING LAW

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

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

FIRST SCHEDULE ABOVE REFERRED TO

An open land situated within the limits of Akola Municipal Corporation bearing nazul sheet number 69, nazul plot number 6/1, 6/2, /1, recorded in the property card as 6/1 + 6/2 admeasuring

Eastern and Western Sides - 140Ft.

Northern and Southern Sides - 74Ft.2 inches,

Total admeasuring – 10290Sq. Ft. (956.32Sq. Mtrs.)

Surrounded from -

East - Plot of Shri Surendra Pashar bearing plot number 6/1,6/2,1A nazul sheet number 69

West - Government Road

North- Service Lane.

South- Government Road.

SECOND SCHEDULE ABOVE REFERRED TO

An shop/apartment bearing shop/apartment number ____ kitchen, living room, bed room, study room, having areas as:-

i) Kitchen – __ x__ = ____ Sq. Mtrs.

ii) Living Room –__ x__ = ____ Sq. Mtrs.

iii) Bedroom 1 -__ x__ = ____ Sq. Mtrs.

iv) Bedroom 2 - __ x__ = ____ Sq. Mtrs.

v) Toilet 1 - __ x__ = ____ Sq. Mtrs.

vi) Toilet 2 -__ x__ = ____ Sq. Mtrs.

vii) Balcony 1 - __ x__ = ____ Sq. Mtrs.

viii) Balcony 2 - __ x__ = ____ Sq. Mtrs.

Total Carpet Area - __ x__ = ____ Sq. Mtrs.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Witness

1._____

2._____

_____

(As partner of Vendor Firm and as Power of attorney holder of other partners)

_____

ALLOTTEE