

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (hereinafter referred to as this "**Agreement**") is made and entered into at [●] on this [●] day of [●] 2021

BETWEEN

Superb Construction, a proprietary concern through its proprietor Mr. Sugat Waghmare having its principle place of business at Sugat Bhavan, Ranpise Nagar, Akola, Maharashtra, 444001 Akola, bearing PAN [●], hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **FIRST PART**;

AND

Mr. / Ms. [●], son / daughter of [●], aged about [●], residing at [●], bearing PAN [●] hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

AND

Rajgruh Magasvargiya Co-op Housing Society, Limited a Society registered under Maharashtra Co-Operative Society Act, 1960 having address Plot no. 9/5/4, Plot no. 9/5/2 9/5/3 within the limits of Municipal Corporation Akola, Code no. 1/63. Nazul Sheet 71, District Akola, Maharashtra (hereinafter referred to as the said "**Society**") through its Secretary Shri [●] authorized in this behalf vide Managing Committee Meeting dated: [●] (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**.

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

I. WHEREAS:

- A. Vide Registration no. [●] dated [●], [●] number of members, formed and registered society under the name and style of Rajgruh Magasvargiya Co-op Society, Limited under Societies Registration Act, 1860, (hereinafter referred to as the said "**Society**")
- B. **Vide Sale Deed dated 09.01.1981**, registered at Sr. No. 327/1981, Mr. Madhukar Prahalad Chandawadkar ("Original Owner") transferred Southern side plot sub

divided East-West part out of the entire Plot no. 9/5/4, being admeasuring 344 Sq. mtrs within the limits of Municipal Corporation Akola, Code no. 1/63. Nazul Sheet 71, District Akola, Maharashtra (hereinafter referred to as "**Plot 1**") to the Society and **Vide Sale Deed dated 10.04.1981** and registered with the sub-registrar at Sr. No. 327/1981 the Original Owner transferred Northern side plot sub divided East-West part out of the said entire Plot no. 9/5/4, admeasuring 344 Sq. mtrs within the limits of Municipal Corporation Akola, Code no. 1/63. Nazul Sheet 71, District Akola, Maharashtra to the said Society.

- C. The Society, thereafter proposed to register itself under Maharashtra Co-Operative Society Act, 1960 and therefore the proposed housing society through its chief Promoter Mr. Damodar Koduji Ingle registered the said Society as "Housing Society" with Sub-Registrar Akola having registration no. AI/BR/HSG (T.O)/303. The sub-registrar issued the registration certificate to Rajgruh Magasvargiya Co-Op Society Ltd, Akola on dated 17.07.1984.
- D. Plot no. 9/5/2 (hereinafter referred to as "Plot 2") and 9/5/3 (hereinafter referred to as "Plot 3") collectively admeasuring 1111.66 Sq. Mts, were originally owned by Mr. Bhanudas Shriram Chandwadkar who had entered into an agreement of sale with proposed Rajgruh Magas Vargiya Co-op Society, by Ltd, Akola. The Sale Deed of the said Plot 2 and Plot 3 was executed in favour of the Society by Mr. Janardhan Narayan Kanade the Superintendent to C.J.S.D. Akola, as directed by the Hon'ble C.J.S.D. Akola directed Superintendent C1SD vide registration no. 3381/2003 dated 12.11.2003, and accordingly Rajgruh Magas Vargiya Co-op Society, Ltd, Akola became the owner of the above said Plots.
- E. Thus, the Society is absolutely seized and possessed and well and sufficiently entitled to "**Plot 1**", "**Plot 2**" and "**Plot 3**", collectively admeasuring [●] sq. mts. and as more particularly mentioned in First Schedule hereunder. Plot 1, Plot 2 and Plot 3 shall herein collectively be referred to as "**the said Plots**".
- F. The said Society through its President Mr. Damodar Koduji Ingle and Secretary Mr. Dynandeo Atmaram Chanknarayan, entered into a Development Agreement, with Mr. Sugat Dyneshwar Waghmare, Proprietor Superb Construction ("**Promoter**" herein) on 15.01.2021, to develop the Plots as per approvals and sanctions of appropriate authorities. Along with the said Development Agreement, the Society also executed General Power of Attorney on 15.01.2021 in favour of Promoter to deal with the construction and the transfer of the Units and shops in accordance with the Development Agreement.
- G. Promoter intends to develop the said Plots by constructing Real Estate Project consisting of ground + 6 floors for the purpose of residential and commercial use by utilization of entire development potential as per Unified Development Control Promotion Regulation, 2020 (UDCPR). The constructed building consisting of ground

+ 6 floors shall be known as "**Rajgruh Apartment**" more particularly described in the **Second Schedule** hereunder (hereinafter referred to as the said "**Project**").

- H. Promoter has currently obtained development permission for construction of ground + 4 floors of the said Project from Akola Municipal Corporation Akola by Commencement Certificate dated 24.11.2020 bearing no. 14/42/2016-2017 comprising of 11 Shops and 36 Units. A copy of said Commencement Certificate is hereto annexed and marked as "**Annexure A**".
- I. The **Certificate of Title**, certifying the nature of title of the Society and the Promoter to the said Plots is issued by Advocate Siddharth Tayade dated **19.05.2021**. Hereto annexed and marked as **Annexure B**, is the copy of said Title Certificate.
- J. The Promoter has registered the said **Project under RERA 2016** with Real Estate Regulatory Authority bearing registration no **P [●]**. A Copy of RERA registration Certificate is Annexed hereto as "**Annexure C**"
- K. The Promoter has entered into a standard agreement with its Architects, viz **Vao Architects Research and Design Studio Mumbai** (hereinafter referred to as "**the Architect**"), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture.
- L. The Promoter has appointed a Structural Engineer **Shyamsunder Sadhwani**, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- M. The Allottee has inspected the registration of said Project on the website of RERA along with the documents uploaded therein and is satisfied with the same. The Allottee has seen the Plot and prior to execution of this Agreement. The Allottee has also taken inspection of the said Title Certificate, Commencement Certificate and sanctioned plans as referred above. The Allottee has also inspected plans, designs and specifications prepared by Promoter's Architect and Structural Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016.
- N. While sanctioning the said plans concerned local authority and/ or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said project and upon due observance and performance of which the Occupancy Certificate shall be granted by the concerned local authority.
- O. The Promoter has commenced the construction on the said project land in accordance with the plans sanctioned by the Corporation vide Development Permission Cum

Commencement Certificate granted by them.

- P. The Parties hereto relying on the confirmations, representations and assurances of each other to faithfully abide by 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.
- Q. Allottee has applied to Promoter for the allotment and the Promoter has agreed to allot (Shop no. [●], Ground Floor) (Unit No [●], [●] floor), admeasuring carpet area [●] Sq. Mtrs. per the Floor Plan annexed hereto and marked as "**Annexure D**" (hereinafter referred to as "**said Unit**") in the said Project which is more particularly described in **Third Schedule** hereunder for a total consideration of Rs. [●] (Rupees [●] only) ("**Total Consideration**").
- R. At and before the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. [●]/-** (Rupees [●] **Only** with all other charges) being "Earnest Money" for the Purchase of the said Unit agreed to be sold by the Promoter to the Allottee the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.
- S. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said flat with the Allottee in the said Housing Project with the Alottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908..
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to Purchase the said unit..

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

1. Promoter intends to develop the said Plots by constructing Real Estate Project consisting of ground + 6 floors for the purpose of residential and commercial use by utilization of entire development potential as per Unified Development Control Promotion Regulation, 2020 (UDCPR). The constructed building consisting of ground + 6 floors shall be known as "**Rajgruh Apartment**" more particularly described in the **Second Schedule** hereunder (hereinafter referred to as the said "**Project**"). Promoter has currently obtained development permission for construction of ground + 4 floors of the said Project from Akola Municipal Corporation Akola by Commencement Certificate dated 24.11.2020 bearing no. 14/42/2016-2017 comprising of 11 Shops and 36 Units. The Promoter shall construct on the said project as stated hereinabove in

accordance with the plans, designs and specification as sanctioned by the concerned local authority.

Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said unit except any alteration or additions required by Competent Authority or due to change in law. The Promoter shall also be entitled to carry out minor additions/ alterations due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

- 1(a)** The Promoter is currently utilizing an FSI of 2327.72 sq. mtrs. for construction of G + 4 Floors on the said Plots out of total available FSI. Promoter will utilize balance FSI by obtaining revised development permission for construction of balance 2 (Two) floors as stated above thereby constituting building consisting of ground + 6 floors. Thus, Allottee/s hereby further agrees and consents for any other variation or modification made by Promoter at its sole discretion for consuming the balance FSI in the development of the said Project which the Promoter may consider necessary provided the same is approved by the Municipal Authority
- 1(b)** The Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee, Unit No. [●] on [●] floor on the building known as Rajgruha situated on (hereinafter referred to as the '**said Unit**'), as per the floor plan annexed hereto and marked as 'Annexure D' which is more particularly described in 'Third Schedule' for a consideration of Rs. [●] (Rupees [●] Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities.
- 1(c)** The Allottee has, before execution here of, paid to the Promoter a sum of **Rs. [●]/- (Rupees [●] Only)** as part payment towards the purchase of the said Unit (the payment and receipt whereof the Promoter hereby admits and acknowledges and of and from the same and every part thereof hereby forever acquits, releases and discharges the Allottee, his heirs, executors and assigns). The total consideration of **Rs. [●]/- (Rupees [●] Only)** shall be paid by the Allottee to the Promoter in the manner as pre-negotiated and more particularly described herein below in following manner which has been accepted by Allottee:

SN.	Payment Schedule	Payment Percentage due
1	Earnest money including booking advance	10%
2	Execution of Agreement	20%
3	Completion of the Plinth	15%
4	Completion of first slab	5%
5	Completion of second slab	5%
6	Completion of third slab	5%
7	Completion of fourth slab	5%

8	Completion of fifth slab	5%
9	Completion of block work	1%
10	Completion of internal plaster	1%
11	Completion of floorings	1%
12	Fitting of doors	1%
13	Fitting of windows	1%
14	Completion of staircases and lobbies up to the floor level	2%
15	Completion of lift wells	2%
16	Completion of sanitary fittings	1%
17	Completion of external plumbing	1%
18	Completion of external plaster	2%
19	Completion of elevation, terraces with waterproofing	2%
20	Completion of lifts	2%
21	Completion of water pumps, electro, mechanical and environment requirements	2%
22	Completion of electrical fittings	3%
23	Completion of entrance lobby, paving of areas appertain and all other requirements.	3%
24	Balance upon possession	5%
TOTAL AMOUNT DUE		100%

- 1(d)** The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Allottee within 7 days upon receiving a notice of demand from Promoter.
- 1(e)** The consideration 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter cum

Invoice being issued to the Allottee, which shall only be applicable on subsequent payment.

- 1(f)** The cost of valuation report charges, stamp duty, registration charges, legal charges, conveyance charges of Building, deposits, water connection charges and other out of pocket expenses on this transaction shall be borne by the Allottee only. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty and registration charges. The Promoter undertakes to make themselves available through authorized representative for purpose of registration at "Seven day notice" from Allottee. The Promoter shall not be liable under any law for any delay, laches and /or negligence shown by the Allottee in presenting this agreement for registration before the competent authority.
- 1(g)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with an 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 the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as relied upon to calculate the total consideration in this Agreement.
- 1(h)** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1(i)** The consideration is exclusive of contribution (being common maintenance charges as detailed below) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Unit. The Allottee confirms and agrees that from the date possession of the said Unit is handed over to the Allottee, all such taxes, levies and Contribution shall be borne and paid by the Allottee.
- 2.1 (i)** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over of the possession of the said flat to the Allottee/s, obtain from the concerned local authority Occupancy Certificate in respect of the said unit.

(ii) The Allottee shall make payment of the installments as stated in payment schedule as mentioned in clause 1(c) above immediately upon it becoming due, without any delay or demur for any reason whatsoever failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.

(iii) Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottee within the time periods as set out in this Agreement, the Promoter shall have a charge on the said Unit to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the Promoter in compliance of its obligations hereunder.

(iv) The Allottee shall also be entitled to proportionate rights in the common areas and facilities appurtenant to the Building, the nature, extent and description of the common areas and facilities which are more particularly described in the Fifth Schedule annexed herewith.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said project handing over the said Unit to the Allottee and the common areas to the Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in this agreement

3. Allottee has understood the scheme of development of the said Plots whereby the Promoter is currently utilizing an FSI of 2327.72 sq. mtrs. for construction of G + 4 Floors on the said Plots out of total available FSI. Promoter will utilize balance FSI by obtaining revised development permission for construction of balance 2 (Two) floors as stated above thereby constituting building consisting of ground + 6 floors.

4.1 (i) If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

(ii) Upon the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee agrees to pay to the Promoter interest at such rates as prescribed in the Rules till the time of payment or realization on all the amounts which become due and payable by the Allottee to

the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter. However, such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.

- (iii) The possession of the said Unit shall be handed over to Allottee by the Promoter only upon receipt of all payments including taxes and other charges within stipulated time.
- (iv) Breach of any terms and conditions of this agreement shall be deemed as default on part of the Allottee. The Allottee shall not be in default if he removes/remedies such breach within 15 days of notice from the Promoter to the Allottee.

- 4.2
- (i) Without prejudice to the right of the Promoter to charge interest, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall be entitled at his own option to terminate this Agreement unilaterally. Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee fifteen days prior notice in writing 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 and default shall have been made by the Allottee.
 - (ii) That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee. In case of termination of this agreement, the Promoter may forfeit up to 10% of agreement value from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within thirty days of termination. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Unit to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority, then Promoter shall be entitled to hold the refund till conclusion of such dispute.

5. The fixtures, fittings and amenities to be provided by the Promoter in the said Unit and the said building are those that are set out in **Fifth Schedule** written hereunder. The Promoter shall not be obliged to accept or accede to any request from the Allottee for making any changes in the amenities to be provided by the Promoter.
6. The Promoter shall give possession of the said Unit on or before **30th June 2024**. If the Promoter fails or neglects to give possession of the Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Unit with interest at the same rate as mentioned in this agreement from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit 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.
 - iii. Any other reason beyond the control of the Promoter.
- 7.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The 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 Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
 - 7.2 The Allottee shall take possession of the Unit within 15 days of the written notice from the Promoter to the Allottee intimating that the said Unit is ready for use and occupancy.
 - 7.3 Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 (i) If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Allottee are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- (ii) However, if the Allottee carries out any alteration or addition or change in the its allotted Unit and/or the Buildings without obtaining prior written permission of the Promoter, Corporation and the concerned authorities wherever required, or causes damage to the said Unit/building by misuse, the Promoter will not be liable to rectify defect caused due to such alteration, addition or change or misuse and thereafter the Common Organization shall be responsible to rectify the same at their cost and efforts.
8. Subject to the possession of the Flats being handed over to Allottee, the Society shall admit the Allottee as its members and issue shares in his/her/their name/s upon receiving a written intimation thereof from Promoter along with the following documents / amounts from the Promoter:
- Application for membership of the Society with the applicable membership fee;
 - Photocopy of the registered agreements pertaining to such flat (along with receipts evidencing payment of Total Consideration, Development Charges, Maintenance, stamp duty and registration charges);
 - The cost of the requisite shares of the Society;
 - Requisite declarations/ undertakings as per the bye-laws of the Society.
- 8.1 The Promoter shall, within six months from the date of receipt of the Occupancy Certificate for the said project and in manner as prescribed as per the prevalent law at that time, cause to convey, the building along with common areas and amenities by executing the necessary conveyance deed of the said building (or to the extent as may be permitted by the corporation) in favor of Society. Such conveyance shall be in keeping with the terms and provisions of this Agreement.
- 8.2 (i) In the event any of the Units in the said Building are unsold at the time of receipt of Occupancy Certificate , then the Promoter shall retain such unsold Units as one of the member of Society and Allottee shall not arise any objection thereto in any manner whatsoever nature.
- (ii) Subject to the rights of the Allottee to the said Unit not being adversely affected, the Allottee shall cooperate in passing necessary resolution confirming the right of the Promoter as and when the Promoter shall require the Society to pass such a resolution, to carry out additional construction on the said Buildings as stated

in Development Agreement read with this Agreement, and also confirming the right of the Promoter to sell its share of units of the said building on ownership basis without any further.

- 8.3** (i) Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Unit is ready for use and occupation, the Allottee shall be liable to pay for proportionate shares of outgoings in respect of the said plots and buildings namely local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the building of the said property. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Unit.
- (ii) The Allottee shall pay to the Promoter an amount of Rs. _____/- (Rupees in words) as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Project (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until conveyance of said building is executed in favor of the Society, subject to a maximum period of twelve months from the date of notice specified in clause 7.1. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favor of the Society as aforesaid. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Unit is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest @ 15% on such delayed payment from the date when the payment is due till the date of actual payment.
- (iii) That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Unit purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.
- (iv) Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area of the said Unit bears to the total carpet area of all the said Units in the said property.
- 9.** The Promoter shall be liable to maintain a separate bank account for the purpose of collecting the above mentioned deposit and yearly/monthly maintenance charges along with applicable service tax. All expenses towards maintenance shall be paid from such bank account till the society is formed and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the Promoter to the Society. In case of any deficit in the account the Promoter shall be

entitled to collect the deficit proportionately from the Allottees/society before conveyance of said building.

10. All costs, charges and expenses in connection with the conveyance of building and amenities together with common area and facilities , the professional cost of the Advocates or Solicitors for preparing all legal documents shall be borne by the Allottee in proportion to the carpet area of the said Unit.
11. The common amenities as specified in Fifth Schedule shall be conveyed to the society upon completion of development of the said entire land.
12. The Promoter hereby represents and warrants to the Allottee as follows –
 - a. The Promoter development rights as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Plots and also has actual, physical and legal possession of the said Plots for the implementation of the Project;
 - b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Plots and shall obtain requisite approvals from time to time to complete the development of the said Plots;
 - c. There are no encumbrances upon the said Plots except those disclosed in the title report;
 - d. There are no litigations pending before any Court of law with respect to the said Plots except those disclosed in the title report;
 - e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Plots 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, said land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement; The Promoter confirms

that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

 - i. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

 - k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 13. (i)** The Allottee for himself with intention to bring all persons into whose hands the Units may come, hereby covenants with the Promoter as follows:
- a. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

 - b. Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c. To carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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.
- d. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit 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 Unit without the prior written permission of the Promoter and/or the Society.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plots and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said plots and the building in which the Unit is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his 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 Unit is situated.
- h. 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 Unit by the Allottee for any purposes other than for purpose for which it is sold.
- i. Until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid, 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 Unit without obtaining prior written permission from the Promoter.

- j. The Allottee shall observe and perform all the rules and regulations which the Society 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 Units 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 lay down by the Society regarding the occupancy and use of the Unit 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.
- k. Till a conveyance of the structure of the building in which Unit is situated is executed in favor of Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l. The Allottee hereby gives its informed, unconditional and unequivocal consent and confirms to the Promoter that the Promoter will be entitled to utilize FSI presently available in terms of UDCPR or available in the future from the said entire plots or any part thereof till the entire development of Rajgruh Apartment is completed in all respects. In the event the FSI in respect of the locality or the said entire plots or any part thereof, is increased or there is favorable relaxation of the building regulations at any time hereafter, the Promoter alone shall be entitled to the benefit of the additional FSI for the purpose of development on the said plots as may be permissible under the prevailing development rules and regulations, however only until the execution of the deed of conveyance of building by the Promoter as aforesaid. The residual FSI or the FSI accruing pursuant to any increase or favorable relaxation of the building regulations at any time hereafter in the said Land, if any, not consumed, will be available to the Promoter for consumption in such other manner as the Promoter may deem fit. The Allottee hereby agrees to give all the facilities and assistance that the Promoter may require from time to time after the Promoter delivers the possession of the said Unit but at the costs and expenses of the Promoter so as to enable the Promoter to complete the development of the said plots in the manner that may be determined by the Promoter, subject to the terms of this Agreement.

14. (i) The Payment as mentioned in clause 1(c) above shall be made by the Allottee by drawing cheque/ DD/RTGS Managers cheque in the name of _____ A/c No. _____ in _____ branch payable at Akola.
15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped. The Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the Building is conveyed to the entity of Allottees.
16. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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. 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 Unit.
18. This Agreement may only be amended through written consent of the Parties.
19. 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 property shall equally be applicable to and enforceable against any subsequent Allottees of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.
20. 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. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in property, the same shall be in proportion to the carpet area of the said Unit to the total carpet area of all the Units in the Property.
22. 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.
23. The execution of this Agreement shall be complete only upon its execution by the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.
24.
 - (i) Upon an installment becoming due, the Promoter shall issue a notice of demand cum Invoice giving maximum 15 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.
 - (ii) All notices including notice of demand to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee and the Promoter by Registered Post A.D/ Speed Post and notified mail ID at their addresses specified below. Such delivery of mail or dispatch of post shall be treated as sufficient compliance from the Promoter. Thereafter, the Allottee shall be barred from claiming the non-receipt of the notice of demand.
Name & Address (Allottee)

Name & Address (Promoter)
 - (iii) Upon handing over of the possession of the Unit to the Allottee under this agreement, all the notices on the Allottee shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

25. That in case there are Joint Allottees all communications shall be sent by the Promoter 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. The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
27. Any dispute, including that of any adverse material change in any of the parameters in the said entire project, between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the concerned authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
28. 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 Akola courts will have the jurisdiction for this Agreement.
29. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendments or modifications made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
30. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

FIRST SCHEDULE

("PLOT 1")

- i. Mouje Malkapur within the limits of Municipal Corporation Akola, Code No. 1/63, Nazul Sheet No. 71, Plot no. 9/5/4 admeasuring 7402 sq. ft. out of this east-west division southern side plot admeasuring 3701 sq. ft. (344 Sq. mtrs) admeasuring East-West Southern side 135 sq. ft. (41.14 sq. mtrs), East-West Northern Side 130 Sq. ft. (39.62 mtrs), North-South Eastern Side and Western Side 25 ft. (7.62 mtrs) bounded by:

On towards East:	100 ft. width Ghod Dod Road
On towards West:	Service Lane
On towards South:	Remaining Plot of Madhukar Chandwadkar
On towards North:	Remaining land of side Uttarsingh Nandansingh Andhereli

- ii. Mouje Malkapur within the limits of Municipal Corporation Akola, Code No. 1/63, Nazul Sheet No. 71, Plot no. 9/5/4, east-west division southern side plot admeasuring 3701 sq. ft. (344 Sq. mtrs), East-West Southern side admeasuring 130 Sq. ft. (39.62 mtrs), East-West Northern Side 130 Sq. ft. (39.62 mtrs), North-South both sides 30 sq. ft. (9.14 sq. mtrs.) bounded by

On towards East:	100 ft. width Ghod Dod Road
On towards West:	Service Lane
On towards South:	Remaining Plot of 9/5/3
On towards North:	Remaining land sold to Society

("PLOT 2" and "PLOT 3")

Mouje Malkapur within the limits of Municipal Corporation Akola, Code No. 1/63, Nazul Sheet No. 71, Plot no. 9/5/2 and Plot 9/5/3 admeasuring 11962 sq. ft. (1111.66 sq. mtrs). That in view of the Judgement and Decree passed by the Jt. Civil Judge (S.D.) Akola in spl C.S. No. 10/19844 decided on 26.02.1986. Against the said Judgement and Decree, First Appeal no. 186/1986 decided on 29/07/1991 out of the said appeal, Second Appeal no.. 526/1991 decided on 29/04/2003 by the Hon'ble High Court Nagpur Bench, Nagpur. In view of the Judgement of Hon'ble High Court the Society deposited an amount of Rs. 42,848/- through C.C.R No. 168, receipt no. 478359 dated 28/04/1986. Both the plots admeasuring East-West Southern Side 127 sq. ft (38.71 sq. mt), East-West Northern Side 97 sq. ft. (28.04 sq. mtrs.), North-South Eastern Side 110 sq. ft. (33.52 mtrs), North-South Western Side 116 sq. ft. (35.36 sq. mtrs), total area 11962 sq. ft. (1111.66 sq. mtrs.) bounded as under:

On towards East:	Road
On towards West:	Service Lane
On towards South:	Remaining Plot of 9/5/1
On towards North:	Remaining Plot of 9/5/4

SECOND SCHEDULE

(Building Schedule)

Real Estate Project consisting of ground + 6 floors for the purpose of residential and commercial use by utilization of entire development potential as per Unified Development Control Promotion Regulation, 2020 (UDCPR). The constructed building consisting of ground + 6 floors shall be known as "**Rajgruh Apartment**". Currently Promoter has obtained consisting permission granted by Akola Municipal Corporation Akola by Commencement Certificate dated 24.11.2020 bearing no. 14/42/2016-2017 for construction of 11 Shops and 36 Units..

THIRD SCHEDULE

(Unit Schedule)

(Shop no. [●], Ground Floor) (Flat No [●], [●] floor), admeasuring carpet area [●] Sq. Mtrs. **Rajgruh Apartment** the said Project on situated Plot no. 1, Plot 2 and Plot 3, Municipal Corporation Akola, Code no. 1/63. Nazul Sheet 71, District Akola, Maharashtra.

FOURTH SCHEDULE

(List of Internal Amenities)

[●]

FIFTH SCHEDULE

(List of Common External Amenities)

Common Amenities:

- Compound wall with Grill Gate
- Overhead Water Tank on terrace and common pump underground for water supply
- Electric Wiring network for unit owners throughout the building
- Pumping Network throughout the Building
- Necessary Light and public water connection for Unit owners
- The foundation and main wall, coloumns, griders, beams and roofs of the building as described in the Plans.
- A borewell and electric motor pump
- Two Lifts and lift rooms

SIGNED AND DELIVERED BY WITHIN NAMED "PROMOTER"	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
Superb Construction Through its proprietor Mr. Sugat Waghmare PAN AAPPW5415			
SIGNED AND DELIVERED BY WITHIN NAMED "ALLOTTEE"	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
NAME PAN			
IN PRESENCE OF: 1. 2.			

Payment Receipt

Received from (*Name of Allottee*) on this [●] date a sum of **Rs. [●]/- (Rupees [●] Only)** vide Cheque No. "[●]" drawn on [●] Bank, dated [●] as and by way of part payment out of the Total agreed Consideration of **Rs. [●] (Rupees [●] Only) ("Earnest Money")** in respect of the allotment of unit being **Unit [●], [●] Floor**, having **[●] Sq. mtrs Carpet Area**, of building known as "**Rajgruha Apartments**" situated Plot no. 9/5/2, Plot 9/5/3 and Plot 9/5/4, Municipal Corporation Akola, Code no. 1/63. Nazul Sheet 71, District Akola, Maharashtra.

WE SAY RECEIVED

PAN_____

WITNESSES:

1.

2.

Place: _____

Date:

List of Annexures

Sr. No.	Annexure No.	Document
1.	Annexure A	Copy of Commencement Certificate
2.	Annexure B	Copy of Title Certificate
3.	Annexure C	Copy of RERA Certificate
4.	Annexure D	Floor Plan