

ANNEXURE – ‘A’
Model Form of Agreement to be entered into between Promoters and Allottees for
Plotted development projects.

Model Form of Agreement

This Agreement made and executed this _____ day of _____ in the year 2024 between _____ having address at _____ hereinafter referred to as “the Promoter” of the One Part and (_____) having address at _____ herein after referred to as “the Allottee” (_____) of the Other Part.

By and Between

This Agreement made at.....this.....day of..... in the year Two Thousand and between **(1) MR. ANAND S/o KEWALRAMJI CHURAD**, Aged about 43 Years, Occupation - Business & Agriculturist, (Income Tax PAN – AIJPC3416H) (Aadhar No. 7310 8331 8183), (Mobile No. 9850880878), Resident of Plot No. 196, New Subhedar Layout, Near NIT Ground, Nagpur, Pin Code No. 440024, Tahsil and District – NAGPUR, State – Maharashtra, **(2) MR. RAJESH alias RANJENDRA alias RAJU S/o PUNDLIKRAO DIGHADE**, Aged about 59 Years, Occupation - Business & Agriculturist, (Income Tax PAN – BKYPD3279H) (Aadhar No. 3676 3285 7076), (Mobile No. 9881715694), Resident of 330, New Subhedar Layout, Nagpur, Pin Code No. 440024, Tahsil and District – NAGPUR, State – Maharashtra and **(3) MR. ATUL S/o KHUSHALRAO RAUT**, Aged about 48 Years, Occupation - Business & Agriculturist, (Income Tax PAN – AGPPR9110H) (Aadhar No. 9837 7553 7641), (Mobile No. 9822222057), Resident of Flat No. 4, 2nd Floor, Shri Swami Chhaya Apartment, Samarth Path, Pratidnya Hall Road, Karve Nagar, Pune, Pin Code No. 411052, Tahsil and District – PUNE, State – Maharashtra, hereinafter referred to as "the Promoter of the One Part and _____, aged about _____ years, Occupation: _____, residing at _____, PAN: _____, hereinafter referred to as " the Allottee" of the Other Part.

AND

Name: _____, aged about _____ years, Occupation: _____, residing at _____, PAN: _____, herein after for the sake of brevity referred to as THE PURCHASER/S, OR ALLOTTEE/S which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees of the Second Part.

WHEREAS:

A. DESCRIPTION OF THE LAND &PROPERTY:

WHEREAS, ALL THAT Piece and Parcel of land bearing Khasra No. 59, having

area of 2.06 Hectare R., Land Revenue Rs. 13.55/-, held in Bhogwatdar Class-I Rights of Mouza – TAKALGHAT, Patwari Halka No. 78 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Takalghat in Tahsil – Hingna and District - NAGPUR, Originally belonged to (1) Smt. Rasikabai Wasudeorao Rakshamwar, (2) Smt. Usha Prakash Rakshamwar and (3) Mr. Sachin Murlidharrao Gangreddiwar, as recorded Joint Owners thereof being their separate property and the same is mutated in their joint names in all relevant records and also mutated in the 7/12 Extract; AND

WHEREAS, the aforesaid joint Owners (1) Smt. Rasikabai Wasudeorao Rakshamwar, (2) Smt. Usha Prakash Rakshamwar and (3) Mr. Sachin Murlidharrao Gangreddiwar jointly lateron transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra No. 59, having area of 2.06 Hectare R., Land Revenue Rs. 13.55/-, held in Bhogwatdar Class-I Rights of Mouza – TAKALGHAT, Patwari Halka No. 78 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Takalghat in Tahsil – Hingna and District - NAGPUR, by way of Sale to (1) Mr. Rakesh Mukundrao Pannase, (2) Mrs. Anusaya Mukundrao Pannase, (3) Mrs. Pradnya Rakesh Pannase, (4) MRs. Asha Jivanrao Choudhari, (5) Mrs. Usha alias Viyayat Vijayrao Raut, (6) Mrs. Nirmala alias Alka Ashokrao Bhoyar, (7) Mrs. Jayashree Vijayrao Thakare, (8)Mrs. Sharda Liladhar Daf and (9) Mrs. Archana Vaibhavrao Choudhari jointly, by a Sale Deed Dated 16.09.2005, which is registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Registered Sr. No. 4968/2005 on 16.09.2005 and the same is mutated in their joint names in all relevant records and also mutated in the 7/12 Extract; AND

WHEREAS, the aforesaid the then joint Owners (1) Mr. Rakesh Mukundrao Pannase, (2) Mrs. Anusaya Mukundrao Pannase, (3) Mrs. Pradnya Rakesh Pannase, (4) MRs. Asha Jivanrao Choudhari, (5) Mrs. Usha alias Viyayat Vijayrao Raut, (6) Mrs. Nirmala alias Alka Ashokrao Bhoyar, (7) Mrs. Jayashree Vijayrao Thakare, (8)Mrs. Sharda Liladhar Daf and (9) Mrs. Archana Vaibhavrao Choudhari jointly lateron transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra No. 59, having area of 2.06 Hectare R., Land Revenue Rs. 13.55/-, held in Bhogwatdar Class-I Rights of Mouza – TAKALGHAT, Patwari Halka No. 78 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Takalghat in Tahsil – Hingna and District - NAGPUR, by way of Sale to (1) Mr. Anand Kewalramji Churad, (2) Mr. Rajesh alias Rajendra alias Raju Pundlikrao Dighade and (3) Mr. Atul Khushalrao Raut jointly, by a Sale Deed Dated 31.03.2021, which is registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Registered Sr. No. 5712/2021 on 29.07.2021. As a result therefore the aforesaid (1) Mr. Anand Kewalramji Churad, (2) Mr. Rajesh alias Rajendra alias Raju Pundlikrao Dighade and (3) Mr. Atul Khushalrao Raut, the Vendors/Promoters/Developers named hereinabove jointly have now become an exclusive, absolute and full joint owners of the property bearing Khasra No. 59, having an area of 2.06 Hectares R. of Mozua –

Takalghat with heritable and transferable rights therein and the same is also mutated in its name in all relevant records and also mutated in 7/12 Extract; AND

WHEREAS, the Layout of the said entire land bearing Khasra No. 59 having an area of 2.06 Hectare R. by carving out various Plots of different sizes therein and to be known and styled as “ANAND KRISHNKUNJ” and the said layout is duly sanctioned and approved by the Assistant Director, Town Planning, Nagpur vide its Letter No. SaSanNag/1420 dated 25.03.2010; AND

WHEREAS, in pursuance of the aforesaid finally sanctioned and approved layout, the aforesaid entire land bearing Khasra No. 59 of Mouza – TAKALGHAT, P.S.K. 72, having total area of 2.06 Hectares R. (i.e. 20600 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Tahsildar, Hingna, vide his Order Dated 27.09.2024 passed in Revenue Case No. 07/N.A.P.-34(Sanad)/2024-25 of Mouza – Takalghat and in pursuance of the aforesaid Non Agricultural Order and finally sanctioned layout and also provision under Section 42A of the Maharashtra Land Revenue Code, 1966, the Tahsildar, Hingna has also granted Sanad/Annexure B to the aforesaid property; AND

B. TITLECERTIFICATE:

The title of the Owner / Promoter / Developer is duly verified through their advocate Adv. Ashwin Patil and has certified that the title of the present Owner / Promoter / Developer is clean clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as Annexure.....

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP:

In the circumstances, the Owner / Promoter / Developer has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner / Promoter / Developer have applied for, and is granted due registration under the provisions of the Real (Estate (Regulation and Development] Act, 2017, and the same is attached here to as Annexure

D. PURCHASER AGREES TO ACQUIRE:

The Purchaser, after satisfying himself as regards the title of the Owner / Promoter / Developer of the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure _____ and the approved layout of plots, and after inspecting the site and satisfying himself / herself as to the completion of the various phases of work, and has now agreed to purchase the open Plot No. _____ as specified in Schedule - A written herein after here in after for the sake of brevity referred to as the ‘said Plot’]. The Purchaser/s has / have agreed to

acquire Plot No. _____, admeasuring about _____ Hectare, at or for the consideration and on the terms and conditions set out here in after; the said Plot No. _____ is herein after referred to for the sake of convenience and brevity as be said Plot" and is more particularly described in the SCHEDULED hereunder written and marked in Red on the Plan Schedule 'B'.

E. INSPECTION OF TITLE DOCUMENTS / PLANS / LAYOUTS:

The Purchaser/s has / have demanded from the Owner / Promoter / Developer and the Owner / Promoter / Developer have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot, and the common areas, and the specific rights therein, as hereby agreed to be sold.

F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:

The Purchaser/s has / have, before the execution hereof, had the title of the Owner / Promoter / Developer there to independently verified through the Legal Counsel / Advocate of the Purchaser/s and the Purchaser/s has / have satisfied himself / herself / themselves that the same is free from all encumbrances, and is clear and marketable.

G. CONSIDERATION:

After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoters herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. _____ (Rupees _____ Only) vide Cheque No. _____, dated _____, drawn on _____ Bank, _____ Branch, being the part payment out of the lump sum total Sale - price of Rs. _____ [Rupees _____ Only] against and in consideration of the said Plot agreed to be sold by the Owner / Developer / Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner / Developer / Promoter here by admit and acknowledge. The Purchaser has agreed to pay to the Owner / Developer / Promoter, in such name and as per their directions, the entire balance of the sale – price in the manner as mentioned in the Schedule E here under written, and which payment is deemed to be the essence of these presents;

AND WHEREAS, the Promoter has got approvals from the concerned local authority(s) to the plans, the specifications, sections and of the said plotted project, so as to obtain Occupancy Certificate of the said project.

AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said project shall be granted by the concerned local authority.

AND WHEREAS, the Promoter has accordingly commenced development of the said plotted project in accordance with the said proposed plans.

AND WHEREAS, the Allottees has applied to the Promoter for Allotment of an Plot No. _____ of the said project.

AND WHEREAS, the plot area of the said plot is _____ Sq. mtrs. as mentioned in the sanctioned plot.

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

AND WHEREAS, the Promoter has registered the Project under the Provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No. _____.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement to Sale of the said plot with the Allottee, being in fact these presents and also to register said Agreement under 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot.

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

- 1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Plot No. _____ for the consideration of Rs. _____, including Rs. _____ being the proportionate price of the common areas and facilities in the layout.
- 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 or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____) and shall be deposited in RERA Designated Collection Bank Account _____ Bank _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

(**Note:** For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.)

1(c) Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:

- i. Amount of Rs. _____/- (Rupees _____ Only) (Not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs. _____/- (Rupees _____ Only) (Not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the ROAD Work in which the said Plot is located.
- iii. Amount of Rs. _____/- (Rupees _____ Only) (Not exceeding 10% of the total consideration) to be paid to the Promoter on completion of the all-Development work in which the said Plot is located.

on or after receipt of Release letter from Development Authority at the time of Sale Deed.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Plot].

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) 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.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Layout plans or thereafter and shall, before handing over possession of the Plot to the Allottee, obtain from the concerned local authority Release letter in respect of the Plot of land.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Plot] to the Allottee and the common areas to the association of the allottees after receiving the Release Letter from Development authority. 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 Development by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Plot] 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 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 Promoter, interest as specified in the Rule, on all the delayed payment 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(s) to the Promoter.
4. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The Promoter shall give possession of the Plot to the Allottee on or before _____ day of _____. If the Promoter fails or neglects to give possession of the Plot 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 Plot with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
6. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

The Allottee shall take possession of the Plot within 15 days of the written notice from the promotor to the Allottee intimating that the said Plots are ready for use:

7. **Failure of Allottee to take Possession of [Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
8. The Allottee shall on or before delivery of possession of the said Plot keep deposited with the Promoter, the following amounts:
- i. Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - ii. Rs. _____ for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - iii. Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - iv. Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - v. Rs. _____ for Deposit towards Water, Electric, and other utility and services connection charges &
 - vi. Rs. _____ for deposits of electrical receiving and Sub Station

provided in layout.

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

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter 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 except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land is 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 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;
- vi. 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;
- vii. 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 project land, including the Project and the said [Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Plot] to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. 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 outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
11. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
12. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot or any part thereof. The Allottee shall have no claim save and except in respect of the Plot hereby agreed to be sold to him and all open spaces, parking spaces, recreation spaces, will remain the property of the Promoter until it is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

13. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the *[Plot] 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 [plot].

14. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

15. 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, as the case may be.

16. RIGHT TO AMEND

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

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

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

18. 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.

19. 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 hereinor to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

20. PLACE OF EXECUTION

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

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

22. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter byRegistered 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:

Name of Promoters & Address

(1) MR. ANAND S/o KEWALRAMJI CHURAD,

Resident of Plot No. 196, New Subhedar Layout, Near NIT Ground, Nagpur, Pin Code No. 440024, Tahsil and District – NAGPUR, State – Maharashtra,

(2) MR. RAJESH alias RANJENDRA alias RAJU S/o PUNDLIKRAO DIGHADE,

Resident of 330, New Subhedar Layout, Nagpur, Pin Code No. 440024, Tahsil and District – NAGPUR, State – Maharashtra and

(3) MR. ATUL S/o KHUSHALRAO RAUT,

Resident of Flat No. 4, 2nd Floor, Shri Swami Chhaya Apartment, Samarth Path,
Pratidnya Hall Road, Karve Nagar, Pune, Pin Code No. 411052, Tahsil and District –
PUNE, State – Maharashtra
Notified Email ID:

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

23. JOINT ALLOTTEES

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.

24. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
25. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

26. 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

Second schedule above referred to

A. Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Walking / Jogging Track	31-12-2028	31-12-2028	2,500 Sq. Mtrs.
ii.	Open Garden	31-12-2028	31-12-2028	2,100 Sq. Mtrs
iii.	Green Gym	31-12-2028	31-12-2028	500 Sq. Mtrs.

B. Facilities/ amenities provided/to be provided within the building including in the common area of the building

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/ area of the facilities / amenities	FSI Utilized or free of FSI
<u>Not Applicable</u>						

C. Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/ area of the facilities / amenities	FSI Utilized or free of FSI
i.	Walking / Jogging Track	Single phase	31-12-2028	31-12-2028	2,500 Sq. Mtrs.	Free of FSI
ii.	Open Garden	Single phase	31-12-2028	31-12-2028	2,100 Sq. Mtrs	Free of FSI
iii.	Green Gym	Single phase	31-12-2028	31-12-2028	500 Sq. Mtrs.	Free of FSI

D. The size and the location of the facilities/ amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout

	Type of open spaces (RG/PG) to be Provided	Phase name/ Number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	Open Spaces	Single Phase	2158.71 Sq. Mtrs.	31-12-2028	31-12-2028
ii.	Amenity Spaces	Single Phase	2330.29 Sq. Mtrs.	31-12-2028	31-12-2028
iii.					

E. Details and specifications of the lifts:

	Type Lift (passenger/service/str etcher/goods/fire evacuation/any other	Total no. of Lifts Provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
<u>Not Applicable</u>				

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

ALL THAT Piece and Parcel of Non-Agriculture land bearing **Khasra No. 59**, having **plotable/saleable area of 12962.04 Sq. Mtrs.** out of the total land admeasuring 2.06 Hectare R., held in Bhogwatdar Class-1 Rights, Khate No. 1737 of **Mouza – TAKALGHAT**, Patwari Halka No. 72 TOGETHERWITH a Layout carved out on the said land consisting various Plots of different sizes therein land and to be known and styled as “ANAND KRISHNAKUNJ”, situated at Village - Takalghat, within the limits of the Grampanchayat Takalghat in Tahsil – Hingna and District – NAGPUR.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____

(2)_____

At _____ on _____

Please affix
photograph
and sign

across the
photograph

Please affix
photograph
and sign

across the
photograph

in the presence of WITNESSES:

1. Name
Signature
2. Name.....
Signature.....

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendors / Promoters:

(1)
(ANAND KEWALRAMJI CHURAD)

(2)
(RAJESH alias RANJENDRA PUNDLIKRAO DIGHADE)

(3)
(ATUL KHUSHALRAO RAUT)
(Authorized Signatory)

Please affix
photograph
and sign

across the
photograph

WITNESSES:

1. Name
Signature
2. Name.....
Signature.....

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE ‘A’
PLEASE INSERT DESCRIPTION OF THE [PLOT]

ALL THAT Piece and Parcel of land bearing Plot No. _____, containing by admeasurements _____ Sq. Mtrs., out of the sanctioned layout known and styled as “ANAND KRISHNAKUNJ” being portion of the entire Non Agriculture land bearing **Khasra No. 59** of **Mouza – TAKALGHAT**, Patwari Halka No. 78 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Takalghat, within the limits of the Grampanchayat Takalghat in Tahsil – Hingna and District – NAGPUR and bounded as under :-

ON THE EAST	—	_____.
ON THE WEST	—	_____.
ON THE NORTH	—	_____.
ON THE SOUTH	—	_____.

ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
SCHEDULE ‘B’
ANNEXURE – A

No.	Name of the Attorney at
RE. :	Law/Advocate
	Address:
	Date :

Title Report
Details of the Title Report

The Schedule Above Referred to
(Description of property)
Place:

Dated day of 20.....

(Signed)
Signature of Attorney-at-
Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the Plot of land proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Plot agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Plot),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee I say received.

.....
The Promoter/s.