Annexure 'A'
Model Form of Agreement to be entered into between

Promoter and Allottee(s)

(See rule 10(1))

EXPLANATORY NOTE

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

Model Form of Agreement
This Agreement made at ..... this ..... day of ..... in the year Two Thousand and Twenty Five

Between

AVINYA DEVELOPERS

Having registered office address at Plot No.2 Behind K-87 MIDC Waluj Aurangabad MAHARASHTRA - 431001

PAN No. ACEFA3470E

Through its Partners,

1) Mr. **Ganesh Bhaurao Gawali**

Age-Major , Occupation- Bussiness,

R/o - House No. 1088, Mali Gali , Shivneri Colony , Ranjangaon(s.p), Tq.- Gangapur , Dist.- Chh. Sambhajinagar - 431136

Aadhar No. - 435395741216

2) Mr. Suresh Gajanan Gawande

Age- Major , Occupation- Bussiness,

R/o - House No. 1106, Shivneri Colony , Ranjangaon, Ranjangaon(s.p), Tq. Gangapur , Dist.- Chh. Sambhajinagar- 431136

Aadhar No. - 882252406013

AVINYA DEVELOPERS

Partner

(hereinafter referred to as "the Promoter of the One Part)

and

1) Mr.

Age-

PAN No.-

2) Mrs.

Age-

PAN No.-

having address at.....

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

WHEREAS by an Agreement/Conveyance dated ..... day of ..... 20..... and executed between of the One Part (hereinafter referred to as "the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. ..... lying and being survey no. at ..... in the Registration sub-District of ..... admeasuring sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

OR

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

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

OR

WHEREAS by an Agreement dated ..... day of 20./Power of Attorney dated ..... executed between Shri (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at ..... in the

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Registration Sub-District of ..... admeasuring ..... sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

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

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land having

Building Type	**No. of BHKs**	**Row House / Flat / Store/ Shop No.**	**Total**	**Total Tenements**
"A" Type Row House	2 BHK	A- 01 to 10	10	10
"B" Type Row House	2 BHK	B- 01 to 15	10	10
	1 BHK	B- 01 to 15	05	05

AND WHEREAS the Allottee is offered an Apartment bearing number ___ on the ____ floor, (hereinafter referred to as the said "Apartment") in the ____ wing of the Building " **VIGHNAHARTA RESIDENCY**" (hereinafter referred to as the said "Building") being constructed in the phase of the said project, by the Promoter.

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. ; authenticated copy is attached in Annexure 'F';

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

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **R.B & ASSOCIATES** and of such other documents as are specified under the Real Estate

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(Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans, the 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 the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ..... on ..... floor in wing situated in the building No. being constructed in the " **VIGHNAHARTA RESIDENCY"** phase of the said Project.

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and

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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 & Redevelopment) 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 for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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

1. The Promoter shall construct the said building/s consisting of basement and ground/stilt,/..... podiums, and upper floors on the project land in accordance with the plans, designs, and specifications as approved by the concerned local authority from time to time.

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

1. (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No ..... of the type of carpet area admeasuring ..... sq. metres on ..... floor in the VIGHNAHARTA RESIDENCY (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent, and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

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(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos admeasuring sq. ft. having ft. length x ft. breadth x ft. vertical clearance and situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. /-.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos admeasuring sq. ft. having ft. length x ft. breadth x ft. vertical clearance and situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. /-.

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

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

i. Amount of Rs ..... /- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs ..... /- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs ..... /- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

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

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

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vi. Amount of Rs ..... /- () (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs ..... /- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the 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 [Apartment/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 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 annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the 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 agreed in Clause 1(a) of this Agreement.

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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.

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

2.(1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.(2) Time is of the 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 [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.(1) If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/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 payments 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.(2) 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

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(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 the Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before ..... day of 20 . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as payment 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.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Apartment on the aforesaid date, if the completion of the building in which the Apartment is to be situated is delayed on account of:

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7. (1) Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/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 [Apartment/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

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to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.(2) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.(3) Failure of Allottee to Take Possession of [Apartment/Plot]:
Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/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 [Apartment/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.

7.(4) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated, or any defects on account of workmanship, quality, or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at his own cost. In case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defects in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof, or permit the same to be used, only for the purpose of *residence/office/show-room/shop/godown for carrying on any industry or business (*strike off which is not applicable). He shall use the garage or parking space only for the purpose of keeping or parking a vehicle.

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

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

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9.(2) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title, and interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.(3) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e., in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building(s), namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of the project land and building(s).
Until the Society or Limited Company is formed and the said structure of the building(s) or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter a provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the Society or a Limited Company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall, on or before delivery of possession of the said premises, 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 the Layout.

11. 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 the 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.

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12. At the time of registration of the conveyance or lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter the Allottee's share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of registration of the conveyance or lease of the project land, the Allottee shall pay to the Promoter the Allottee's share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

13. 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. The Promoter 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, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses, and permits to be issued by the competent authorities with respect to the Project, project land, and said building/wing shall be obtained by following due process of law. The Promoter has been and shall, at all times, remain 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 [Apartment/Plot], which will, in any manner, affect the rights of the Allottee under this Agreement.

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement.

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ix. At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoter shall hand over 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.

14. The Allottee(s), or himself/themselves with intention to bind all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows:-

xii. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that possession of the Apartment is taken, and shall not do or suffer to be done anything in or to the building in which the Apartment is situated, which may be against the rules, regulations, or bye-laws, or change/alter or make additions in or to the building in which the Apartment is situated and the Apartment itself or any part thereof, without the consent of the local authorities, if required.

xiii. Not to store in the Apartment any goods which are of hazardous, combustible, or dangerous nature, or are so heavy as to damage the construction or structure of the building in which the Apartment is situated, or the storing of which goods is objected to by the concerned local or other authority. The Allottee shall take care while carrying heavy packages, which may damage or are likely to damage the staircases, common passages, or any other structure of the building in which the Apartment is situated, including entrances of the building. In case any damage is caused to the building in which the Apartment is situated, or the Apartment itself, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

xiv. To carry out, at his own cost, all internal repairs to the said Apartment and maintain the Apartment in the same condition, state, and order in which it was delivered by the Promoter to the Allottee. The Allottee shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment itself that may be contrary to the rules, 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 this provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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xv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated. The Allottee shall keep the portion, sewers, drains, and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter, and protect the other parts of the building in which the Apartment is situated. The Allottee shall not chisel or, in any other manner, cause damage to columns, beams, walls, slabs, RCC, pardis, or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

xvi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof, or whereby any increased premium shall become payable in respect of the insurance.

xvii. Not to throw dirt, rubbish, rags, garbage, or other refuse, or permit the same to be thrown from the said Apartment into the compound or any portion of the project land and the building in which the Apartment is situated.

xviii. To pay to the Promoter within fifteen days of demand by the Promoter, the Allottee's share of security deposit demanded by the concerned local authority or Government for giving water, electricity, or any other service connection to the building in which the Apartment is situated.

xix. To bear and pay any 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 a change of user of the Apartment by the Allottee for any purposes other than the purpose for which it is sold.

xx. The Allottee shall not let, sub-let, transfer, assign, or part with the interest or benefit factor of this Agreement, or part with the possession of the Apartment, until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

xxi. The Allottee shall observe and perform all the rules and regulations which the Society, Limited Company, or Apex Body or Federation may adopt at its inception, and any additions, alterations, or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the Apartments therein. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society, Limited Company, Apex Body, or Federation regarding the occupancy and use of the Apartment in the building. Furthermore, the Allottee shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this Agreement.

xxii. Till a conveyance of the structure of the building in which the Apartment is situated is executed in favor of the Society or Limited Company, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all

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reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xxiii. Till a conveyance of the project land on which the building in which the Apartment is situated is executed in favor of the Apex Body or Federation, 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 project land or any part thereof to view and examine the state and condition thereof.

15. 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 outgoings, legal charges. The amounts received shall only be utilized for the purposes for which they have been received.

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

16. Nothing contained in this Agreement is intended to be, nor shall it be construed as a grant, demise, or assignment in law of the said Apartments, the said Plot, and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him. All open spaces, parking spaces, lobbies, staircases, terraces, and recreation spaces will remain the property of the Promoter until the said structure of the building is transferred to the Society, Limited Company, or other body, and until the project land is transferred to the Apex Body/Federation, as mentioned hereinbefore.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment/Plot]. If any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot].

18. 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:

1. 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.
2. The Allottee appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

If the Allottee(s) fail to execute and deliver this Agreement to the Promoter within 30 (thirty) days from the date of its receipt by the Allottee and/or fail to appear before

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the Sub-Registrar for its registration as and when intimated by the Promoter, the Promoter shall serve a notice to the Allottee for rectifying the default. If not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in the Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein,

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

25. 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. 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. Hence, this Agreement shall be deemed to have been executed at [insert location].

26. PRESENTATION FOR REGISTRATION

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

27. NOTICE SERVING

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 by Registered Post A.D., notified Email ID, or Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address)
Notified Email ID: *[Insert Email ID]*

M/s AVINYA DEVELOPERS

Plot No.2, Behind K-87, MIDC , Waluj, Aurangabad - 431001
Notified Email ID: avinyadevelopers2712@gmail.com

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. Any such change must be communicated to the other party at the address mentioned above by Registered Post. Failure to do so will mean that all communications and letters posted to the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

28. Joint Allottees

In the case of joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first in the Agreement and at the address given by him/her. This shall be considered as properly served on all the Allottees for all intents and purposes.

29. Stamp Duty and Registration

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The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

30. Dispute Resolution

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the matter shall be referred to the *Authority* as per the provisions of the Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations made there under.

31. Governing Law

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 Chh. Sambajinagar courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF

The parties hereinabove named have set their respective hands and signed this Agreement for Sale at Chh. Sambajinagar in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred To

Second Schedule Above Referred To

The nature, extent, and description of common areas and facilities.

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. [Insert Description]	[Insert Date]	[Insert Date]	[Insert Area]
ii. [Insert Description]	[Insert Date]	[Insert Date]	[Insert Area]
iii. [Insert Description]	[Insert Date]	[Insert Date]	[Insert Area]

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 Handover to the Society/Common Organization	Size/Area of the Facilities/Amenities	FSI Utilized or Free of FSI
i. [Insert	[Insert	[Insert	[Insert Date]	[Insert Area]	[Inser

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Facility]	Phase]	Date]			t FSI Status]
ii. [Insert Facility]	[Insert Phase]	[Insert Date]	[Insert Date]	[Insert Area]	[Insert FSI Status]
iii. [Insert Facility]	[Insert Phase]	[Insert Date]	[Insert Date]	[Insert Area]	[Insert FSI Status]

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 Handover to the Society/Common Organization	Size/Area of the Facilities/Amenities	FSI Utilized or Free of FSI
i. [Insert Facility]	[Insert Phase]	[Insert Date]	[Insert Date]	[Insert Area]	[Insert FSI Status]
ii. [Insert Facility]	[Insert Phase]	[Insert Date]	[Insert Date]	[Insert Area]	[Insert FSI Status]
iii. [Insert Facility]	[Insert Phase]	[Insert Date]	[Insert Date]	[Insert Area]	[Insert FSI Status]

D) The Size and the Location of the Facilities/Amenities in the Form of Open Spaces (RG/PG etc.) Provided/To Be Provided within the Plot and/or within the Layout:

Type of Open Spaces (RG/PG) to Be Provided	Phase Name/Number	Size of Open Spaces to Be Provided	Proposed Date of Availability for Use	Proposed Date of Handing Over to the Common Organization
i. [Insert Open Space Type]	[Insert Phase]	[Insert Size]	[Insert Date]	[Insert Date]
ii. [Insert Open Space Type]	[Insert Phase]	[Insert Size]	[Insert Date]	[Insert Date]
iii. [Insert Open Space	[Insert Phase]	[Insert Size]	[Insert Date]	[Insert Date]

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Type]				

E) Details and Specifications of the Lifts:

Type of Lift (Passenger/Service/Stretcher/Goods/Fire Evacuation/Any Other)	Total No. of Lifts Provided	Number of Passenger or Carrying Capacity (kg)	Speed (mtr/sec)
i. [Insert Lift Type]	[Insert No.]	[Insert Capacity]	[Insert Speed]
ii. [Insert Lift Type]	[Insert No.]	[Insert Capacity]	[Insert Speed]
iii. [Insert Lift Type]	[Insert No.]	[Insert Capacity]	[Insert Speed]

Note:

- **At 'A'**: To provide the details of the common areas provided for the project.
- **At 'B'**: To provide the details of the facilities/amenities provided within the building and in the common area of the building.
- **At 'C'**: To provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.
- **At 'D'**: To provide the details of the facilities/amenities provided in the form of open spaces (RG/PG etc.) provided / to be provided within the plot and/or within the layout.
- **At 'E'**: To provide the details and specifications of the lifts.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint Buyers)

(1) [Name of Allottee]
(2) [Name of Allottee]

At: [Insert City/Town Name] on [Insert Date]

In the Presence of WITNESSES:

No. Name Signature

1. [Insert Name] [Insert Signature]

2. [Insert Name] [Insert Signature]

SIGNED AND DELIVERED BY THE WITHIN NAMED

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Partner

Promoter:

(1) Ganesh Bhaurao Gawali

WITNESSES:

Name **Signature**

[Insert Name] [Insert Signature]

[Insert Name] [Insert Signature]

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

SCHEDULE 'A'

(Description of demised property)

All the part and parcel of the Property Plot No. 13, Admeasuring 420.40 Sq. Mt., Plot No. 14, Admeasuring 274.72 Sq. Mt., Plot No. 15, Admeasuring 271.37 Sq. Mt., Situated at Gut No. 168 (p), The New Triveni Sangam Co-operative Housing Society, Tisgaon, Tq. & Dist. Chhatrapati Sambhajinagar (Aurangabad)& bounded as under;

Boundaries of the Property/Land Under Development:

EAST: PART OF GUT NO. 168

WEST : 7 MT. ROAD

SOUTH : PART OF GUT NO. 168

NORTH : 7 MT. WIDE ROAD

SCHEDULE 'B'

All that part and parcel of FLAT No. ----------, admeasuring ---------- Sq. Mtrs. Carpet, ---------- Sq. Mtrs. Builtup Sq. Mtrs. open balcony AREA ---------- Sq. Mtrs. Box area ---------- Sq. Mt. on Second Floor, in **"VIGHNAHARTA RESIDENCY"**(Undivided sharing in proportionate) constructed on above property, bounded by:

EAST:

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WEST:
SOUTH:
NORTH:

IN WITNESS WHEREOF the parties have signed this Agreement to Sale of aforesaid land on the day and year mentioned hereinabove.

VENDOR / OWNER / PARTY OF FIRST PART
By the within named Grantor / Owner:

1.Mrs. Pushpa Suresh Tarodkar

2. Mrs. Kanchan Suresh Kal

3.Mr. Milind Eknath Bhagat

4.Mrs. Priyanka Milind Bhagat

5.Mr. Ripal Milind Bhagat

THROUGH G. P. A. HOLDER &THE DEVELOPER

M/S AVINYA Developers Through its Partners

1. Mr. Ganesh Bhaurao Gawali
2. Mr. Suresh Gajanan Gawande

ALLOTTEES/PURCHASERS

1.
2.

WITNESSES:-

01.

02.

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