AGREEMENT FOR SALE

(Mouja Sindi (Meghe), Sr. No. 45/1A, Div. No. 9.1 Rate 3700.00 per Sq.mt. Plot number ....., Area : ..... sq.mt.

Total Rs. ...../-

This Agreement for Sale executed on this ..... day of 2020,

SHRI GUNGARA BALAJI BUILDCON having its principal place of business at Wardha District **[PAN No. ADUFS6541F]** represented by its authorized Partner **Mr. OM BALKRUSHNARAO THAKRE,** aged about 43 yars Residing at : Snehal Nagar , Wardha. Tah. & Dist : Wardha. 442001. Mob. No. 9423891057.

Hereinafter referred to as the "Promoter" [which expression shall unless repugnant to the meaning thereof be deemed to mean and include its succession-in –interest, executors, administrators and permitted assignees, including those of the respective directors],

AND

1) Mr.. ....., (Pan No. .....)
Son of Mr ....., Aged about ..... Years.,
Occupation Service , Both Indian inhabitant residing at
..... Tah ....., Dist. ..... Pin code 442001.

Hereinafter called the "Allotee"' [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees.

AND WHEREAS the Promoter has floated the ownership scheme on the said Land under the name and style of "**Shri Gungara Balaji Park**" comprising of a Layout Plots Scheam . Though the Promoter

Herein has right to develop the entire project land,the promoter has decided to carry out construction/development accordingly has only subject matter of this agreement and the said project shall be known as **"Shri Gungara Balaji Park "**hereinafter referred as "Said Project' and admeasuring 9860.68 sq. mtrs., or thereabouts more particularly described in Schedule- II and shown in Annexure .....C .....;

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The promoter herein alone has sole and exclusive right to sell Bunglow in the said project to be constructed by the promoter on the project land and is fully competent to enter into agreement/s with the Allottee /s, lessee, mortgagee, of the Layout and to receive the sale price in respect thereof.

AND WHERAS the Promoter has appointed with its Engineer,

Viz .. Wardha

[hereinafter referred to as "the Engineer"], who are registered with the Town Planning Office and Municipal Council and and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/ buildings, and the promoter accepts the professional supervision of structural engineer till the completion of the said project.

AND WHEREAS the promoter has started construction of the project **Shri Gungara Balaji Park** – Total 52 Plots.

AND WHEREAS the Allottee has offered to purchase an **Plot No.** ..... , [herein after referred to as the said 'Plot"'] in the Layout called **Shri Gungara Balaji Park** [herein after referred to as the said "Layout"]of the said project, by the Promoter.

AND WHEREAS the Allottee/ s herein has demanded from the Promoter and the promoter has given inspection to the Allottee /s, of all the documents of title to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as specified under the real Estate [Regulation and Development] Act, 2016 [hereinafter referred to as "The Said Act"]and rules and regulations made therein under. After the Allottee/s enquiry, the promoter herein has requested to the Allottee/s to carry out independent search by appointing his/ her/their own attorney /advocate and to ask any queries, he /she /they have regarding the marketable title and rights and authorities of the promoter. The Allottee /s has / have satisfied himself /herself/themselves in respect of marketable title and rights and authorities of the promoter herein .that the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said Layout and the said land 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 7/12 or any other relevant record showing the nature of the title of the Promoter to the project land on which the PLOT's 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 of the said project as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C .

AND WHEREAS the authenticated copies of the plans of the Layout of the said building as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to provide for on the said phase have been annexed hereto and marked as Annexure C ,

AND WHEREAS the copy of the Layout plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as Annexure C

AND WHEREAS the clear plan showing the project which is intended to be sold and the said Plot which is intended to be bought by the allottee is in this said project which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that allottee intends to purchase and the allottee shall have the right to claim the same for is marked as Annexure C

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

AND WHEREAS the Allottee/ s herein has demanded from the Promoter and the promoter has given inspection to the Allottee /s, of all the documents of title to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as specified under the real Estate [Regulation and Development] Act, 2016 [hereinafter referred to as "The Said Act"]and rules and regulations made therein under. After the Allottee/s enquiry, the promoter herein has requested to the Allottee/s to carry out independent search by appointing his/ her/their own attorney /advocate and to ask any queries, he /she /they have regarding the marketable title and rights and authorities of the promoter. The Allottee /s has / have satisfied himself /herself/themselves in respect of marketable title and rights and authorities of the promoter herein .that the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said Layout and the said land 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 7/12 or any other relevant record showing the nature of the title of the Promoter to the project land on which the PLOT's 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 of the said project as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C .

AND WHEREAS the authenticated copies of the plans of the Layout of the said building as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to provide for on the said phase have been annexed hereto and marked as Annexure C ,

AND WHEREAS the copy of the Layout plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as Annexure C

AND WHEREAS the clear plan showing the project which is intended to be sold and the said Plot which is intended to be bought by the allottee is in this said project which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that allottee intends to purchase and the allottee shall have the right to claim the same for is marked as Annexure C

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

AND WHEREAS the Promoter has obtained some of the sanctions/ 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 Completion Certificate or Occupancy Certificate of the said Laout [Please add the details of building /development permissions]

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 the said building and upon due observance and performance of which only completion or occupancy certificate in respect of the building shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while developing the said project has accordingly commenced development of the same.

AND WHEREAS the allottee has agreed to purchase the said Plot based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that it any conditions that have been imposed on the said project/ building /phase/ wing which are contrary to the prevalent laws/ rules/regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations ,usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as Annexure E

AND WHEREAS the allottee has been shown the condition of contracts with the vendors/contractors/manufacturers And workmanship and quality stands of products/ fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS , the Promoter has registered the said project under the provisions of the Real Estate [Regulation G Redevelopment] Act, 2016 with the Real Estate Regulatory Authority at .....on .....under registration no .....have been annexed and marked as Annexure D

AND WHEREAS the Allottee has applied for PLot in the said project vide application No.....dated .....for Plot no ..... (.....) having area of ..... square meters i. e ..... .square feet, [hereinafter referred to as the said "Plot " and facilities both of which are more particularly described in Schedule III and the plan of the Layout is annexed hereto and marked as Annexure C];

AND WHEREAS relying upon the aforesaid application ,the Promoter has agreed to allot and sell to the Purchaser/s, the said PLOT at the price and on terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS, the area of the Plot is ..... Square meters for use of the Allottee, but includes the area covered the internal partition of the PLot.

AND WHEREAs ,the Allottee/s prior to execution of these presents has paid to the Promoter a sum of Rs 2,50,000/- [Rupees Two lakh Fifty thousand] only, being part payment of the sale price of the PLOT agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit [the payment and receipt whereof the Promoter both hereby admit and acknowledge]and the Allottee/s has agreed to pay the remaining price of the PLOT as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein .[Please note that booking amount/part payment prior to execution of this agreement shall in no event ten percent, of the total sale price/consideration of the PLOT]

AND WHEREAS the Parties have gone through all the terms and conditions set in this Agreement and understood the mutual rights and obligations detailed herein ; the Parties hereby confirm that they are signing this Agreement with full knowledge of the laws ,rules ,regulations ,notifications, etc., applicable to the said project.

AND WHEREAS the Promoter in compliance of section 13[1]of the Real Estate [Regulation and Development]Act,2016 is required to execute a written Agreement for sale of the said Plot in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act,1908,the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document /allotment /letter given or communicated with the allottee any time prior ,this agreement shall be considered as the only conditions valid and basis for which they said unit is agreed to be sold to the allottee.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS This Agreement does not preclude, diminish the right of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

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 that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

NOW THERFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. DEVELOPMENT OF THE PROJECT/LAYOUT :-

The Promoter shall DEVELOP the said LAYOUT of the project land in accordance with the plans , designs and specifications as approved by the concerned local authority from time to time.

2. **CONCIDERATION / PRICE OF THE SAID PLOT**

2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee PLOT No. **.... (.....)** having area of ..... square meters i. e ..... .square feet (hereinafter referred to as "the PLOT ") as shown in the plan thereof hereto annexed and marked Annexure.....C for the consideration of Rs ...../- [Rupees .....ONLY].including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith.(the price of the PLOT including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

2.2 The individual Parking is available in Plot area and there is not any type of Common or separate parking purchased by the allottee.

2.3. The total aggregate consideration amount for the PLOT in thus **Rs _____ /-** **[Rupees _____]** only

2.4. The Allottee/s agrees and understands that timely payment towards purchase of the said PLOT as per payment plan/ schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of the Agreement a sum of Rs 2,50,000/- (Rupees two lakh fifty thousand only) as advance payment or application fee and hereby agrees to pay that Promoter the balance amount of Rs. ...../- (Rupees .... only in the 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 95% of the total consideration to be paid to the Promoter on completion of the Development of the Layout in which the said Plot is located.

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

The Total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the PLOT.

.2.6. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increases in charges which may be levied or imposed by the competent authority time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payment. The Promoter may charge the allottee separately for any up gradation/ change specifically requested or approved by the allotee in fitting, fixtures and specification and any other facility which have been done on the allottee request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.7 The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from the date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the Goods and service tax (GST)and such other taxes, cesses, charges etc. without any delay along with each installment.

2.8. The Promoter may allow, in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments @6% per annum for the period by which the respective installment 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.

OR