Naidu Apartments | Nagpur

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 regardtothefactsandcircumstancesofrespectivecasebutinanyevent,matterandsubstance mentionedinthoseclauses,whichareinaccordancewiththestatuteandmandatoryaccording to the provisions of the Act shall be retained in each and every Agreement executed between thePromoterandAllottee. Anyclauseinthisagreementfoundcontrarytoorinconsistentwith 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 Thousandand .....between.....havingaddressat.....hereinafterreferredtoas"the Promoter of the One Part and (.....) having addressat.....hereinafter referred to as " theAllottee"(.....) of the OtherPart.

WHEREAS by an Agreement/Conveyance dated .....day of .....20..... andexecutedbetween ..... of the One Part (hereinafterreferred 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 beingpieceorparceloffreeholdlandbearingSurveyNo. ..... lying andbeing 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

WHEREASbyand underaLease/anAgreementforLeasedatedthe ..... dayof .....20.....madebetween .....oftheOnePart(hereinafterreferredtoas"theLessor") 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 FirstSchedulehereunderwritten(hereinafterreferredtoas"theprojectland")atarentofRs. ..... 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 ..... executedbetweenShri..... (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 parceloffreeholdlandlyingandbeingat.....intheRegistrationSub-Districtof .....admeasuring..... sq.mts.,orthereaboutsmoreparticularlydescribedinthe 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;

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND

(Also specify

(i) Any covenants affecting the saidproperty.
(ii) Any impediments attached to the saidproperty.
(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the saidproperty.
(iv) Details of illegal encroachment on the saidproperty.
(v) Any permission (if any) required from any Government or Authority whichaffects the title to the property and details of all such required permissionsobtained.
(vi) Details of mortgage or lien or charge on the saidproperty.)

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 (here specify number of buildings andwingsthereof) ..... having _____ (herespecify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number _____ onthe _____floor,(hereinafterreferredtoasthesaid"Apartment")inthe_____wing of theBuilding called_____(herein after referred to as the said "Building") being constructed inthe _____phase of the said project, by thePromoter

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 RegulatoryAuthorityat_____no_____; authenticated copy is attached in Annexure‘F’;

AND WHEREAS the Promoter has appointed a structural Engineer for thepreparation ofthestructuraldesignanddrawingsofthebuildingsandthePromoteracceptstheprofessional 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'sArchitectsMessrs ..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016(hereinafterreferredtoas"thesaidAct")andtheRulesandRegulationsmadethereunder;

ANDWHEREAStheauthenticatedcopiesofCertificateofTitleissuedbytheattorney at law or advocate of the Promoter, authenticated copies of Property card or extract ofVillage Forms VI and VII and XII or any other relevant revenue record showing the nature ofthe 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

ANDWHEREASthePromoterhasgotsomeoftheapprovalsfromtheconcernedlocal 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 saidBuilding

AND WHEREAS while sanctioning the said plans concerned local authority and/or Governmenthaslaiddowncertainterms,conditions,stipulationsandrestrictionswhichareto 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 constructedinthe_____phase of the saidProject,

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

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 ofRs..... (Rupees .....) only, being part payment of thesale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance paymentorApplicationFee(thepaymentandreceiptwhereofthePromoterbothherebyadmit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafterappearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authorityat no._____;

AND WHEREAS, under section 13 of the said Act the Promoter is required toexecute 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 THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building/sconsistingof .....basementand 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. ..... ofthetype .....of carpet area admeasuring ..... sq. metres on ..... floor in the building _____/wing (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 descriptionofthecommonareasandfacilitieswhicharemoreparticularlydescribedin 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 shownseparately).

   (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotteegarage bearingNossituatedat_____ Basement and/or stilt and /or podium being constructed in the layout for the considerationofRs._____/-

   (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 situatedat_____Basement and/or stilt and /or podium being constructed in the layout for the considerationofRs._____/-.

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

1(c) TheAllotteehaspaidonorbeforeexecutionofthisagreementasumofRs_____ (Rupees_____only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay tothat

Promoter the balance amount of Rs.....(Rupees.....) in the following manner :-

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

ii. AmountofRs...../-(.....)(notexceeding45%ofthetotalconsideration)tobe paidtothePromoteroncompletionofthePlinthofthebuildingorwinginwhich the said Apartment islocated.

iii. AmountofRs...../-(.....)(notexceeding70%ofthetotalconsideration)tobe 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. AmountofRs...../-(.....) (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 ofRs...../-(.....) (not exceeding 80% of the total consideration)to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the saidApartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paidtothePromoteroncompletionoftheexternalplumbingandexternalplaster, elevation, terraces with waterproofing, of the building or wing in which thesaid Apartment islocated..

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, plinthprotection,pavingofareasappertainandallotherrequirementsasmaybe prescribed in the Agreement of sale of the building or wing in which the said Apartment islocated.

viii. Balance AmountofRs...../-(.....) against and at the time of handing overof 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 onaccountofdevelopmentchargespayabletothecompetentauthorityand/oranyother 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/regulationpublished/issuedinthatbehalftothateffectalong

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.IfthereisanyincreaseinthecarpetareaallottedtoAllottee,thePromotershall 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 thisAgreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/herunderanyhead(s)ofduesagainstlawfuloutstanding,ifany,inhis/hernameas 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 anymanner.

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.

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 concernedlocalauthorityatthetimeofsanctioningthesaidplansorthereafterandshall , 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.

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

[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 maybe.

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 thesimultaneouscompletionofconstructionbythePromoterasprovidedinclause1(c) herein above. ("PaymentPlan").

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 SpaceIndexof_____by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentionedintheDevelopmentControlRegulationorbasedonexpectationofincreased 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 SpaceIndexof_____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 utilizingtheproposedFSIandontheunderstandingthatthedeclaredproposedFSIshall belong to Promoteronly.

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,onalltheamountspaidbytheAllottee,foreverymonthofdelay,tillthehanding over of the possession. The Allottee agrees to pay to the Promoter, interest asspecified 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 thePromoter.

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 thisAgreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by RegisteredPostADattheaddressprovidedbytheallotteeandmailatthee-mailaddress providedbytheAllottee,ofhisintentiontoterminatethisAgreementandofthespecific breachorbreachesoftermsandconditionsinrespectofwhichitisintendedtoterminate 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 thisAgreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shallrefundtotheAllottee(subjecttoadjustmentandrecoveryofanyagreedliquidated damagesoranyotheramountwhichmaybepayabletoPromoter)withinaperiodof

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 likeoneormoreliftswithparticularbrand,orpricerange(ifunbranded)tobeprovided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexedhereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... dayof .....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 maymentioned 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 Apartment on the aforesaid date, if the completion of 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 competentauthority/court.

Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allotteeasper 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 to the Allottee in writing within 7 days of receiving the occupancy certificate of theProject.

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

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimationfromthePromoterasperclause8.1,theAllotteeshalltakepossessionofthe [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promotershallgive 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 asapplicable.

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 Apartmentorthebuildinginwhichthe Apartmentaresituatedoranydefectsonaccount of workmanship, quality or provision of service, then, wherever possible such defects shallberectifiedbythePromoterathisowncost andincaseitisnotpossibletorectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under theAct.

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

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to beknown by such name as the Promoter may decide and for this purpose also from time to time signandexecutetheapplicationforregistrationand/ormembershipandtheotherpapers 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 and 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 organisation of Allottee. 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 anyother CompetentAuthority.

ThePromotershall,withinthreemonthsofregistrationoftheSocietyorAssociationor Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoterand/ortheownersinthesaidstructureoftheBuildingorwinginwhich the said

Apartment issituated.

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 the 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 areconstructed. 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 namelylocal taxes, betterment charges or such other levies by the concerned local authority and/or Governmentwater 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 outgoingsasmaybedetermined.TheAllotteefurtheragreesthattilltheAllottee'sshare issodeterminedtheAllotteeshallpaytothePromoterprovisionalmonthlycontribution ofRs per month towards the outgoings. The amounts so paid by the Allotteetothe 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 favour of the society or a limited company as aforesaid. On such conveyance/assignmentofleasebeingexecutedforthestructureofthebuildingorwing theaforesaiddeposits(lessdeductionprovidedforinthisAgreement)shallbepaidover by the Promoter to the Society or the Limited Company, as the case maybe.

10. The Allottee shall on or before delivery of possession of the said premises keepdeposited with the Promoter, the following amounts:-

    (i) Rs..... forsharemoney,applicationentrancefeeoftheSociety or Limited Company/Federation/ Apex body.

    (ii) Rs..... for formation and registration of the Society orLimited Company/Federation/ Apex body.

    (iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apexbody

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    (iv) Rs. ……for deposit towards provisionalmonthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

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

    (vi) Rs_____for deposits of electrical receiving and Sub Station provided inLayout

11. The Allottee shall pay to the Promoter a sumofRs .....for meeting all legalcosts, charges and expenses, including professional costs of the Attorney-at-Law/Advocatesof 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 oflease.

12. AtthetimeofregistrationofconveyanceorLeaseofthestructureofthebuildingorwing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyanceorleaseoranydocumentorinstrumentoftransferinrespectofthestructure

of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' 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 favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THEPROMOTER

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; a s declaredinthetitlereportannexedtothisagreementandhasthe requisite rights to carry out development upon the project land and also has actual, physicalandlegalpossessionoftheproject landforthe implementationoftheProject;

ii. The Promoter has lawful rights and requisite approvals from the competent AuthoritiestocarryoutdevelopmentoftheProjectandshallobtainrequisiteapprovals from time to time to complete the development of theproject;

iii. There are no encumbrances upon the project land or the Project except thosedisclosed in the titlereport;

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

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 landandsaidbuilding/wingshallbeobtainedbyfollowingdueprocessoflawandthe 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 omittedtoperformanyactorthing,wherebytheright,titleandinterestoftheAllottee created herein, may prejudicially beaffected;

vii. The Promoter has not entered into any agreement for sale and/or development agreementoranyotheragreement/arrangementwithanypersonorpartywithrespect to the project land, including the Project and the said [Apartment/Plot] which will, in any

manner, affect the rights of Allottee under thisAgreement;

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 thisAgreement;

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 ofthecommonareasof theStructureto theAssociationoftheAllottees;

x. The Promoter has duly paid and shall continue to pay and dischargeu n d i s p u t e d 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 competentAuthorities;

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 titlereport.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartmentissituatedwhichmaybeagainsttherules,regulationsorbye-lawsor change/alter or make addition 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, ifrequired.

ii. NottostoreintheApartmentanygoodswhichareofhazardous,combustibleor dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which theApartment issituated,includingentrancesofthebuildinginwhichtheApartmentissituated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of thebreach.

iii. 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 and shall not do or suffer to be done anythinginortothebuildinginwhichtheApartmentissituatedortheApartment whichmaybecontrarytotherulesandregulationsandbye-lawsoftheconcerned local authority or other public authority. In the event of the Allottee committing anyactincontraventionoftheaboveprovision,theAllotteeshallberesponsible and liable for the consequences thereof to the concerned local authority and/or other publicauthority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made anyaddition 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 and 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 whichtheApartmentissituatedandshallnotchiselorinanyothermannercause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the LimitedCompany.

v. Nottodoorpermittobedoneanyactorthingwhichmayrendervoidorvoidable 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 theinsurance.

vi. Nottothrowdirt,rubbish,rags,garbageorotherrefuseorpermitthesametobe thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment issituated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his shareof security deposit demanded by the concerned local authority or Government or givingwater,electricityoranyotherserviceconnectiontothebuildinginwhich the Apartment issituated.

viii. To bear and pay increase in local taxes, water charges, insurance and suchother levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it issold.

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inceptionandtheadditions,alterationsoramendmentsthereofthatmaybemade from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of thisAgreement.

xi. TillaconveyanceofthestructureofthebuildinginwhichApartmentissituated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of 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 orany part thereof to view and examine the state and conditionthereof.

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 sharecapitalforthepromotionoftheCo-operativeSocietyorassociationorCompany or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have beenreceived.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of 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 and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the propertyof the Promoter until the

saidstructureofthebuildingistransferredtotheSociety/LimitedCompanyorotherbody and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE

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

18. BINDINGEFFECT

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.

19. ENTIREAGREEMENT

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

20. RIGHT TOAMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENTALLOTTEES

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 Projectshallequallybeapplicabletoandenforceableagainstanysubsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along withthe [Apartment/Plot] for all intents andpurposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable undertheActortheRulesandRegulationsmadethereunderorunderotherapplicable 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THEAGREEMENT

WhereverinthisAgreementitisstipulatedthattheAllotteehastomakeanypayment, in common with other Allottee(s) in 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 theProject.

24. FURTHERASSURANCES

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 actionsspecificallyprovidedforherein,asmaybereasonablyrequiredinorderto effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any suchtransaction.

25. PLACE OFEXECUTION

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 andthe

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 beenexecutedat_____.

26. 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 executionthereof.

27. 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 Allotteeor the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specifiedbelow:

_____Name ofAllottee
_____(Allottee'sAddress)
Notified EmailID:_____

M/s_____Promotername
_____(PromoterAddress)
Notified EmailID:_____

ItshallbethedutyoftheAllotteeandthepromotertoinformeachotherofanychange 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 addressshallbedeemedtohavebeenreceivedbythepromoterortheAllottee,asthe case maybe.

28. JOINTALLOTTEES

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/herwhichshallforallintentsandpurposestoconsiderasproperlyservedon all theAllottees.

29. Stamp Duty and Registration :- The charges towards stamp duty andRegistration of this Agreement shall be borne by theallottee.

30. Dispute Resolution :-Any dispute between parties shall be settled amicably**.**Incase of failure to settled the dispute amicably, which shall be referred to the _____AuthorityaspertheprovisionsoftheRealEstate(Regulationand

Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNINGLAW

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 forceandthe_____courts will have the jurisdiction for thisAgreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement forsale at_____*(city/town name)* in the presence of attesting witness, signing as such on the day first abovewritten.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph

Allottee: (including joint buyers)

(1)_____

(2)_____

At_____on_____

in the presence of WITNESSES:

1. Name_____
   Signature
   _____

2. Name_____
   Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____

(Authorized Signatory) WITNESSES:

Please affix photograph and sign across the photograph

Name_____
Signature

_____

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 [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Name of the Attorney at Law/Advocate,
Address :
Date :

No.
RE. :

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 construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

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

ANNEXURE – E

(Specification and amenities for the Apartment),

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 sumofRupees ..... on execution of this agreement towards Earnest Money Deposit or applicationfee

Isayreceived. ThePromoter/s.

By order and in the name of the Governor of Maharashtra,

R. K. DHANAWADE,
Deputy Secretary to Government.