Annexure 'A'
Model Form of Agreement to be entered into between
Promoter and Allottee(s)

(See rule 10(1))
EXPLANATORY NOTE

Model Form of Agreement

FOR RS. /- ONLY

(RUPEES ONLY)

THIS AGREEMENT TO SELL is made on this ____ Day of NOVEMBER, 2022 BETWEEN M**/s. VAS ASSOCIATES AND BUILDERS, (PAN-AAKFV2743H)** A Partnership Firm having its office at Nagpur, Tashil and District - NAGPUR and acting through its Authorised Partners **(1) SHRI. AMIT S/o VIJAYKUMAR DIXIT**, **(PAN – ABMPD6922B)** Aged 41 Years, Occupation – Business, Resident of Dixit Wada, Sitabuldi, Nagpur, Tahsil and District – NAGPUR; AND **(2) SHRI. SATISH S/o MOHANLAL HIRANI**, **(PAN – AAYPH0280P)** Aged 45 Years, Occupation – Business, Resident of Laxminagar, Nagpur, Tahsil and District – NAGPUR, hereinafter called the **PROMOTOR**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PROMOTOR,** as well as, its liquidators, administrators and assigns of the ONE PART.

AND

SHRI. _____S/o _____ (PAN – _____) **(Aadhar No. _____)** Aged ____ Years, Occupation – _____, Resident of _____, Tahsil and District – _____, hereinafter called the **ALLOTTEE**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **ALLOTTEE**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 3 out of the layout of PAYAL CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 4822.27 Sq.Ft. (OR 448.00 Sq.Mtrs.) being a portion of the entire land bearing Kh. No. 159/2 and 159/9 of Mouza - SOMALWADA, P.S.K. 44, bearing City Survey No. 595 and Sheet No. 729, situate at Payal Society, Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR, Originally belonged to 1) Shri. Rajesh S/o Shankarrao Ballamwar and 2) Shri. Vilas S/o Shankarrao Ballamwar, having Purchased the same by them from the aforesaid PAYAL CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, by a Registered Allotment Deed, which is duly Registered in the Office of the Sub-Registrar, Nagpur at Sr. No. 730 on 17-02-1993 and a Deed of Correction to the said Allotment Deed is also in the Office of the Sub-Registrar, Nagpur-9 in Book No. 1 at Sr. No. 1770 on 27-05-2002 regarding the boundaries of the said property and a Sale Deed Dated 05-11-2003, which is duly Registered in the Office of the Sub Registrar, Nagpur-9, in Book No. 1 at Serial No. 1803 (P) on even date; AND

WHEREAS the aforesaid Plot No. 3 is covered under the Scheme of 572 Layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the Regularization Letter regarding the aforesaid Plot No. 3 is issued by the Building Engineer (West), Nagpur Improvement Trust, Nagpur vide his Permit No. BE(W)572/9/1260/13/5855 Dated 27-09-2004. As per the said Regularization Letter Dated 27-09-2004 the area of the said Plot No. 3 is shown and declared as 448.00 Sq. Mtrs. Thus the area of the said Plot No. 3 is at present 448.00 Sq. Mtrs. and also issued Letter of Correction to the said Regularisation Letter vide No. B.E.(W)/6777, Dated 16-03-2022 and the Correction Letter to the said Regularization Letter is also issued by the Building Engineer(West)Nagpur Improvement Trust, Nagpur vide his Letter No. BE(W)/6777 on 16-03-2022**; AND**

WHEREAS the said Shri. Vilas S/o Shankarrao Ballamwar lateron transferred his 50 Percent Undivided Share out of the aforesaid property by way of Gift to his brother Shri. Rajesh S/o Shankarrao

Ballamwar, by a Gift Deed Dated 31-01-2006, which is duly Registered in the Office of the Sub-Registrar Nagpur-3 in Book No. 1 at Sr. No. 257 on even date; AND

WHEREAS the said Shri. Rajesh S/o Shankarrao Ballamwar lateron transferred the aforesaid Plot No. 3 by way of sale to M/s. Siddhesh Construction, by a Sale Deed Dated 09-04-2015, which is duly Registered in the Office of the Sub-Registrar, Nagpur- 3, in Book No. 1 at Sr. No. 2468 on even date; AND

WHEREAS the said M/s. Siddhesh Construction lateron transferred the aforesaid property by way of sale to M/s. ASA Associates, by a Sale Deed Dated 25-02-2021, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1620 on even date; AND

WHEREAS the said M/s. ASA Associates lateron transferred the aforesaid property by way of sale to **M/s. VAS ASSOCIATES AND BUILDERS,** the Promotor hereinabovenamed, by a Sale Deed Dated 24-08-2022, which is duly Registered in the Office of the Sub-Registrar Nagpur-1 in Book No. 1 at Sr. No. 7212 on even date. As a result therefore the Promotor hereinabovenamed has now become the exclusive owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records.

WHEREAS the Promotor has now decided to develop the aforesaid property into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein.

WHEREAS accordingly the Promotor has prepared a Plan of a Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as **"HARMONEY PEARLS"** and the same is duly sanctioned by the Building Engineer (W) Nagpur Improvement Trust, Nagpur vide his Building Permit No. BE(WEST)/Case No. 32365256556/Tracking No. 20220201118/602 Dated 26-05-2022 ; AND

WHEREAS, the Promotor does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Promotor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

WHEREAS, the Promotor has proposed to construct on the project land 1(ONE) Buildings, having Parking on Ground Floor and 6 (SIX) Upper Floors consisting of total 12 (TWELVE) self contained separate Apartments therein

WHEREAS, the Promotor has entered into a standard Agreement with an Architect Mahesh Padole, Nagpur, registered with the Nagpur Municipal Corporation Vide Registration No. LIC-NMCR/R2018/APL/00040 and Nagpur Improvement Trust vide Registration No.LIC-2090 NMRDA LIC - 339; AND

WHEREAS, the Promotor has get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority vide its Registration No. _____; AND

WHEREAS, the Promotor has appointed a structural Engineer Mr. Ashish Soni, Nagpur, Registration No. AM-1515759, No. 2658 for the preparation of the structural design and drawings of the buildings and the Promotor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings; AND

WHEREAS, on demand from the Allottee, the Promotor 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 Developer / Promoter / Confirming Party's Architects Yash Associates, Nagpur and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Allottee has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Promotor and satisfied herself/himself/themselves about the title of the Promotor to the said Property and/or right of the Promotor to sell the same on ownership basis. The Allottee hereby confirms that the Developer / Promoter / Confirming Party has produced for inspection to the Allottee, all information and documents and has made full and true disclosure as demanded by the Allottee and the Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Promotor; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Promotor, authenticated copies of Property card or extract of Village Forms VI and VII and XII showing the nature of the title of the Promotor to the Project Land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate Ashish M. Nagpure, Nagpur of the Promotor, authenticated copies of Property card or extract of Village Forms VI and VII and XII showing the nature of the title of the Promotor to the Project Land on which the Apartments 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 and Building Plans as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure C-1; AND

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Allottee have been annexed and marked as Annexure-D; AND

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promotor/Developer 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 Promotor has dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Allottees. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Allottee and her/his/their successors in title and the said Deed of Declaration is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 7213 on 24-08-2022;AND

WHEREAS, the Promotor has accordingly commenced construction of the said building/s in accordance with the said Sanctioned/proposed plans;AND

WHEREAS, the Allottee has applied to the Promotor for purchase of **Apartment No. ____** on **_____ FLOOR** in "**HARMONY PEARLS"** situated in the Plot No. 3, situate at The Payal Co-operative Society, Somalwada, Nagpur, in Tahsil and District – NAGPUR, the constructed in the said Project;

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 services 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 stipulations contained in this Agreement and all

applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS prior to the execution of this Agreement the Promotor has received a sum of **Rs. _____/- (Rupees _____ Only)** from the Allottee being part payment out of the total agreed consideration of **Rs. _____/- (Rupees _____) Only** of the Apartment Agreed to be sold by the Promotor to the Purchase as advance payment or application fees/ booking amount and the Payment and receipt whereof is hereby admitted and acknowledged by both the Parties. The Allottee have agreed to pay the balance consideration in the manner mentioned hereinafter AND

WHEREAS under the provisions of applicable Law, Section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promotor is required to execute a written Agreement to Sell of the said Apartment with the Allottee and also to register said Agreement under the Registration Act, 1908 AND

WHEREAS in accordance with mutual understanding and the terms and conditions set out in this Agreement Promotor Company agrees to sell and the Allottee/s agrees to purchase the said Apartment AND

WHEREAS the Allottee being desirous of owning an Apartment in the said Multistoreyed building for his/her Residential Use with heritable and transferable rights therein has approached the Promotor and expressed his/her desire and willingness to purchase the Undivided proportionate share and interest in the said land Togetherwith the entire R.C.C. Superstructure comprising **Apartment No. ____** on the **_____FLOOR** of "**HARMONY PEARLS"**; AND

WHEREAS considering her/his request and after detailed negotiations the Promotor has now agreed to sell the aforesaid property to the Allottee for a total consideration of **Rs. _____/- (Rupees _____)** Only upon the following terms and conditions.

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/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 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 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).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____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 ____ 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 tothat Promoter the balance amount of Rs .....(Rupees .....) in the 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 stiltsof 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 upto the floor level of the said Apartment.

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.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made byhim/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 ofbasements/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 essence for the Promoter as well as the Allottee. The Promoter shall abide bythe 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 availableon 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 hasdisclosed 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 payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 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 (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the 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 beprovided 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 Apartmentwith interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. 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 theApartment is to be situated is delayed on account of -

(i) Force majeure which shall mean a case of war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the real estate projects.

(ii) Any stay or injunction orders relating to real estate projects from any court of law, or tribunal, competent authority, statutory authority, high power committee, etc.

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 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 promotor 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 are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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 parking vehicle.

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 be known by such name as the Promoter may decide and for this purpose also 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 Societyor 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 maybe, 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 the interest of the Promotor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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 the interest of the Promotor/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 provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid bythe 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 favour 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 deduction 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

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(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 utilityand services connection charges &

(vi) Rs_____for deposits of electrical receiving and Sub Station providedin 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 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. At the time of registration of conveyance or Lease of the structure of the building or wing 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 Companyon 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 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 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; asdeclared in the title report annexed to this agreement and has therequisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosedin 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 and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

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

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

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 bring all persons into whosoeverhands 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 Apartment is situated which may be against the rules, regulations or bye-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, if required.

ii. 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 storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment issituated 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 the breach.

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 anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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 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 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 which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. 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.

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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 is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefitfactor 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 fullypaid up.

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 inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building andthe 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 andpunctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated 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 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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 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 hereinbefore mentioned.

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/] 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. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes

any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said 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 so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the

Project shall equally be applicable to and enforceable against any subsequent Allottees of the [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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 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 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 additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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, in

_____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_____.

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 execution thereof.

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 Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

28.

_____Name of Allottee
_____(Allottee's Address)

Notified Email ID:_____

M/s_____Promoter name

_____(Promoter Address)

Notified Email ID:_____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. Stamp Duty and Registration :- The charges towards stamp duty and Registrationof this Agreement shall be borne by the allottee.

31. Dispute Resolution :- Any dispute between parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be referred to the **_____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.**

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the_____courts will have the jurisdiction for this Agreement

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

33. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the___courts will have the jurisdiction for this Agreement

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

First Schedule Above Referred to

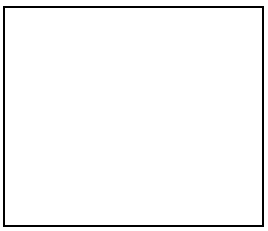
Description of the freehold/leasehold land and all other details

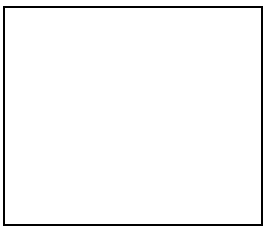
Second Schedule Above Referred to

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

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:

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