FF-1/2/3, Girish Heights, 4th Floor, L.I.C. Square, Near Bharat Talkies, Sadar, Nagpur - 440001
T : +91 712 6609360 / 9766799990 E : info@leveragegroup.in W: www.leveragegroup.in

LEVERAGE GROUP
We Believe in you

Annexure 'A'
Model Form of Agreement to be entered into between Promoter and Allottee(s)
(See rule 10(1))
EXPLANATORY NOTE

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

Model Form of Agreement

This Agreement made at.....this.....day of..... in the year Two Thousand and Twenty-Two between **Leverage Realities** having address at FF-1/2/3, Fourth Floor, Girish Heights, Kamptee Road, Sadar, Nagpur-440001. hereinafter referred to as "the Promoter of the One Part and (.....) having address at hereinafter referred to as " the Allottee" ( ) of the Other Part.

WHEREAS by an Agreement/Conveyance dated .....day of .....20..... and executed between Leverage Realities..... of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No Khasra No 37/1/2/K/2 in the Registration sub-District of Nagpur (Rural) - 10 admeasuring 1.60 Hectares or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

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

WHEREAS, the Vendor is the legal and absolute owner of all those piece and parcel of Land bearing Khasra No. 37/1/2/K/2 admeasuring about 1.6 Hectares, with Occupant Class I, situated at Mouza: Shankarpur, P.H.No.42, Tah, Nagpur (Rural), District: Nagpur. The said land was originally owned by Shri Pankaj S/o Chandrakant Waghmare who by virtue of Sale Deed dated 20th October, 2015 which is duly registered with the Office of the Sub-Registrar, Nagpur (Rural) - 10 at Sr No. 7247-2015 have disposed off the said property to Shri Gopal S/o Narayandas Panpaliya and others

AND WHEREAS, the said Shri Gopal S/o Narayandas Panpaliya and others have disposed off the aforesaid property to the Vendors vide Registered Sale Deeds dated 25th March, 2022 executed with the office of Sub Registrar 10 at SR No. 1783-2022.

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 1 No. of Building (here

specify number of buildings and wings thereof).....having 11 Floors (here specify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____floor, (herein after referred to as the said "Apartment") in the_____wing of the Building called_____(herein after referred to as the said "Building") being constructed in the _____phase of the said project, by the Promoter

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at_____no_____; authenticated copy is attached in Annexure 'F';

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

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

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Ekveera Architects…. 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature 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

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

Building Completion Certificate or Occupancy Certificate of the said Building.

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ..... on .....floor in wing situated in the building No. being constructed in the_____phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is_____square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under 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;

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at __no.__;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.