PerformaAgreement

This Agreement made and executed this 15thdayof July in the year 2023 at Nagpur . ,Taluka Hingna, District Nagpur

By and Between

Name: 1) Ashish Ramraoji Bobade
Aged about 35 Years, Occupation: Business
Office Address: Plot no.6 Ramkrushna Nagar Ajani wardha road Nagpur 440012 Maharashtra.
P.A.N. :- AMEPB7976Q
Adhar Card No. :- 2189 2231 6795

Name: 2) Satish Gunwant Khangan
Aged about 56 Years, Occupation: Business
Office Address: Plot no.6 Ramkrushna Nagar Ajani wardha road Nagpur 440012 Maharashtra.
P.A.N. :- AJUPK8954A
Adhar Card No. :- 4915 7454 7224

Hereinafter referred to as the "OWNERS/DEVELOPERS/PROMOTERS", (Which expression shallunless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors,administrators, business assigns, trustees, transferees etc.).
. . . . . Of the First part
AND

Name :.....
Age about ..... years, occupation :..... .
Residing at .....,
PAN ..... .
[Hereinafter for the sake of brevity referred to as THE PURCHASER/S, ORALLOTTEE/S whichexpression shall, unless repugnant to the context be deemed to include his/ her heirs, executors,administrators and assignees.]

.....Of the Second Part

WHEREAS:

A. **DESCRIPTION OF THE LAND & PROPERTY :-**

(Give Complete Recital of the Title Tal, Block No./S.N177/B , 178/B , Village,TakalghatTownHingnaof the Promotertothe plot on which promoter proposes to develop the Plotting project) AND

(Also specify)

i. Any covenants affecting the said property.
ii. Any impediments attached to the said property.
iii. Any permission (if any) required from any Government or Authority which affects the titleto the property and details of all such required permissions obtained.
iv. Details of mortgage or lien or charge on the said property.)

B. **TITLE CERTIFICATE:**The title of the owner/ promoter/ developer is duly verified through their advocate Mohan Deotale and has certified that the title of the present owner/developer/promoter isclean clear and free from all encumbrance,with ample right of development of the said property, constructionthereon, and saleof the constructed Plots, as well as the entire subject matter property or any partthereof; The said title Certificate is filed herewith as Annexure .....

C. **EXCLUSIVE RIGHT TO SELL AND DEVELOP:**In the circumstances, theOwner/Developer/Promoter has the exclusive right of plotting of the said land or todevelop the said Land by plotting of the said land into various plots and otherpermitted structures thereon, as per the approved layout of plots, and to enter intoAgreements for Sale of such plots etc. with prospective purchasers thereof under theprovisions of the Transfer of Property Act. The Owner/ Developer Promoter has applied for, and is granted due registration under the provisions of the Real Estate [Regulation and Development] Act, 2017, and thesame is attached hereto asAnnexure.....

D. **PURCHASER AGREES TO ACQUIRE :**The Purchaser, after satisfying himself as regardsthe title of the Owner/Developer/Promoter to the said property, and after inspection of the entire documentsof title as specified in the above referred Title opinion Annexure ..... and the approved layoutof plots, and

afterinspecting the site and satisfying himself/herself as to the completion of the variousphases of work, and has now agreed to purchase the open Plot No……as specifiedin Schedule Awritten hereinafter [hereinafter for the sake of brevity referred to as the "said Plot']. The Purchaser/s has/have agreed to acquire Plot No ……,admeasuring about ..... Hectare, at or for the considerationand on the terms andconditions set out hereinafter; the said Plot No. ..... is hereinafter referred to forthe sake of convenience and brevity as ·˜he said Plor' and is more particularlydescribed in the SCHEDULE…..hereunderwritten and marked in Red on the Plan Schedule 'B'.

E. **INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS:**The Purchaser/s has/ havedemanded from the owner/Developer/Promoter and the owner/Developer/Promoter have given inspectionto the Purchaser/s of all thedocuments of title relating to the said Land, N.A. Assessment or theapproved layouts,in respect of the said Plot, and the common areas, amenities and the specific rightstherein, as hereby agreed to be sold.

F. **INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:** The Purchaser/s has/have,before the execution hereof, had the title of the Owner/Developer/Promoter thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/herself/themselves that the same is free from all encumbrances, and is clear and marketable.

G. **CONSIDERATION:**After being satisfied with the Title as above, the Purchaser herein madean offer to the Promoter herein to purchase the said Plot in accordancewith the approved layout ofplots, and with the said intention deposited a sum of As ..... (Rupees..... Only) *vide* ChequeNo.....dated .....drawn on .....Bank, ... Branch being the part payment out of the lump sum total Sale-price ofRs. ....[Rupees..... Only] against and in consideration of the said Plot agreed tobe sold bythe Owner/Developer/Promoter to the Purchaser, as an advance payment, thepayment andreceipt of which advance amount the Owner/Developer/Promoterhereby admit and acknowledge. ThePurchaser has agreed to pay to theOwner/Developer/Promoter, in such name and as per their directions,the entire balance of the sale-price in the manner as mentioned in the Schedule E hereunder written,and which payment is deemed to be the essence of these presents;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEENTHE PARTIES HERETO AS FOLLOWS:-

1. PURCHASE AND SALE OF THE PLOT :

1.1. The Purchaser Is has/have agreed to acquire and Owner/Developer/Promoter has agreedto sell the said Open Plot No .....,admeasuring..... sq.mtr, and the right to construct thereon,as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditionsset out hereinafter,and which Plot is more particularly described in the *Schedule A* and specifiedin Plan *Schedule B* hereunder written;

1.2. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only andonly with the common amenities and facilities as per the specifications, which are set out in theAnnexure ..... hereunder written;

2. CONSIDERATION :

2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS:As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/sand the Purchaser/s has/have agreed to purchase from theOwner/Developer/Promoter the saidopen Plot inclusive the specifications mentioned in the Annexure ..... at or for themutually agreed lump sumconsideration of Rs ..... only) and the Purchaser shallmake the payment of the same in the name of" ..... " or such other name as may bespecified from time to time by the Owner/Developer/Purchaser; and the said consideration amountis excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses,etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/sseparately as agreed and specified.

2.2. TIME PERIOD FOR POSSESSION:The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handedover to the Purchaser *Is* by the Owner/Developer/Promoter before ... .on receipt of the entire amountof the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall takepossession of the said open Plot within [fifteen days] two months [u/s 19(1 0)] of the Owner/Developer/Promoter giving written notice to the

Purchaser/s intimating the same and after complying with all necessarylegal formalities, and effecting necessary payment as per agreed schedule.

2.3. DELAY IN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER/CONSENTING PARTY:It is agreed between the parties hereto that if the Owner/Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulatedperiod as mentioned in clause 2.2 ..... hereinabove or within further mutually agreed period [anda period of three months thereafter,] or if, the Owner/Developer/Promoter and/or its Agents for reasonsbeyond its control, areunable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Developer/Promoter shall, withoutprejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund theamounts already received by it in respect of the said Plot from the Purchaser/s with simple interestthereon at such rate of interest as prescribed under the provisions of the RERA Act. 2017, and theRules made thereunder, per annum, from the date it received the same till the date the amounts andinterest thereon is refunded to the Purchaser/s.

3. **MAINTENANCE OF THE PLOT/LAYOUT:**Commencing the week after Notice inwriting is given by the Owner/Developer/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received bythe Purchaser/s from the Owner/Developer/Promoter, the Purchaser/s herebyagree/sand bind/s himself/herself/themselves to pay to the owner/Developer/Promoter, changes for common service if any.

4. **FORMATION OF FINAL BODY OF PURCHASERS**:The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% purchasersform within the period of 3 months from handing over possession of the last unsold Plot to the concernedPurchaser, in of the said Complex, shall form a Co operative Housing Society governed by the provisionsof the Maharashtra Co operative Societies Act. 1960 or such other body as may be deemed fit by theowners/promoters and Owner/Developer/Promoter of which all the purchasers of Plots shall be bound tobecome and be admitted as members.

5. **NO RIGHTS TO DEMAND SUB-DIVISION**:The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plotsin the said Land shall not have any right to make sub-division of the Plot and always subject to theapplicable rules, regulations and bye-laws.Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces,open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot/Plots hereby agreed to be sold, it being expressly agreed subject to theapplicable rules, regulations andbye-laws.

6. **UNSOLD PLOTS** :In case the Conveyance is executed in favour of the Ultimate Body before the disposal by theOwner/Developer/Promoter of all the plots on thesaid Land, then in such case, the Owner/Developer/Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner/Developer/Promoter, theUltimate Body shalladmit as members the Purchasers of such plots without charging any premium, transfer fees, or any otherextra payment.

7. **REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER:**The Promoter hereby represents and warrants to the Allottee/Purchaser as follows :-

   a) The Promoter has clear and marketable title with respect to the project land/Plot; as declaredin the title report annexed to this agreement and has the requisite rights to carry out developmentupon the project land and also has actual, physical and legal possession of the project land for theimplementation of the Project; The promoter has also obtained the necessary N.A. permission fromcompetent authority;
   b) 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;
   c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
   d) 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; there are no prohibitory order for transfer of the plot.

e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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/s and common areas;

f) 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;

g) 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement;

h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;

i) 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;

j) 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.

k) The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra :

l) Title of land as a part of real estate project.

8. PAYMENT OF STAMP DUTY/REGISTRATION FEES/ EXPENSES :It Ishereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Chargespayable on this Agreement and all documents executed by theOwner/Developer/Promoter pursuant heretoincluding but not restricted to the

proportionate Stamp Duty payable on the Deed of Conveyance of thespecifiedparts of the land and any building within the said Complex which may beexecuted by theOwner/Developer/Promoter or Consenting Party in favourof the Association/ condominium/ society of allPlot purchasers in the said project.

9. **ENTIRE AGREEMENT** :This Agreement, along with its schedules and annexures,constitutes the entire Agreement betweenthe Parties with respect to the subject matter hereof and supersedes any and all understandings, anyother agreements, allotment letter, correspondences, arrangements whether written or oral, if any,betweenthe Parties in regard to the said apartment/plot/building, as the case may be.

10. **FURTHER ASSURANCES:**Both Parties agree that they shall execute,acknowledge and deliver to the other such instrumentsand 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 thisAgreement or of any transactioncontemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuantto any such transaction.

11. **ADDRESS FOR SERVICE:**That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by thisAgreement shall be deemed to have been duly served if sent to the Allotteeorthe Promoter by RegisteredPost A.D and notified EmaiiiD/Under Certificate of Posting at their respective addresses specified below :

Name of Allottee/Purchaser

(Allottee'sAddress)
Notified Emailid: .....

ASHISH BOBADE

M/s. Promoter Name
(Promoter Address)
Notified Email id: ashishsso.civil21@gmail.com

Promoter / Auth. Sign.

It shall be the duty of the Allottee and the promoter to inform each other of any change in addresssubsequent to the execution of this Agreement in the above address by Registered Post failing which allcommunications and letters posted at the above

CamScanner

address shall be deemed to have been received by thepromoter or the Allottee, as the case may be.

12. DISPUTE RESOLUTION:Any dispute between parties shall be settled amicably byfollowing conciliation proceedings. In caseof failure to settle the dispute amicably.thesame shall be decided as per the provisions of the Real Estate(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

13. GOVERNING LAW :Thatthe rights and obligations of the parties under or arising out of this Agreement shall be construedand enforced in accordance with the laws of India for the time being in force and the .....courts Within whose local limits the property is situated will have the junsdictionfor this Agreement.

Important Note.-Please insert any other terms and conditions as per the contractualunderstandingbetween the parties, however, please ensure that such additional terms and conditions are not in derogationof or inconsistent with the provisions of the said act and any other governing law for time being in forceand the Rules and Regulations made thereunder.].

Note-Testimonial clause to be finalized in individual cases having regard to theconstitution of theparties to the Agreement.

LIST OF ANNEXES

Annexure "A": Title Certificate.
Annexure "B": 7/12 Extracts.
Annexure "C": Approved Layout of Plots.
Annexure "D": Authenticated Copy of the approved layout showing the specific plot, subject matter*ofthese* presents.
Annexure "E": List of Common Areas, and Amenities to the provided under these presents.
Annexure "F": Registration Certificate of the Project granted by the Real EstateRegulatoryAuthority.