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Model Form of Agreement to be entered into between Promoter and Allottee(s) for Plotted development projects.

Model Form of Agreement

This Agreement made and executed this _____day of _____ in the year_____ at _____, Taluka _____, District _____

By and Between

M/S PSP REALTY
KH. NO. 45/1/A/2 P.H.NO.42 MOUZA- GAWSI MANAPUR.TAH.- NAGPUR (RURAL)- DISTT. NAGPUR, 441108.

Hereinafter referred to as the "OWNERS/ DEVELOPERS/PROMOTERS", (Which expression shall unless 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, OR ALLOTTEE/S which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees.]

.. Of the Second Part

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WHEREAS :

A. DESCRIPTION OF THE LAND &PROPERTY :—

WHEREAS the Vendor has appointed the following persons for completion of the said Layout Project successfully and within the time frame work as per Rera Act
(a) Architect: SHRI. PAWAN R GUPTA, Prop. Of_____and
(b) Legal Advisor : ADV. Abhijit Kolhe;

B. **TITLECERTIFICATE:**Thetitleoftheowner/promoter/developerisdulyverifiedthroughtheir **advocate**_____andhascertifiedthatthetitleofthepresentowner/developer/promoteris cleanclearandfreefromallencumbrance,withamplerightofdevelopmentofthesaidproperty,construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as Annexure.....

C. **EXCLUSIVERIGHTTOSELLANDDEVELOP:**Inthecircumstances,theOwner/Developer/Promoterhastheexclusiverightofplottingofthesaidlandortodevelopthesaidlandbyplottingofthesaidlandintovariousplotsandotherpermittedstructuresthereon,aspertheapprovedlayoutofplots, andtoenterintoAgreementsforSaleofsuchplotsetc.withprospectivepurchasersthereofunderthe provisionsoftheTransferofPropertyAct.TheOwner/DeveloperPromoterhasappliedfor,andisgranted dueregistrationunderthe provisionsoftheRea(Estate(RegulationandDevelopment]Act,2017,and the same is attached hereto as Annexure .....

D. **PURCHASERAGREESTOACQUIRE:**ThePurchaser,aftersatisfyinghimselfasregardsthetitleoftheOwner/Developer/Promoter of thesaidproperty,andafterinspectionoftheentiredocumentsoftitleasspecifiedintheabovereferredTitleopinionAnnexure _____andtheapprovedlayoutofplots,andafterinspectingthesiteandsatisfyinghimself/herselfastothecompletionofthevarious phases of work, and has now agreed to purchase the open Plot No._____ As specified in Schedule A writtenhereinafterhereinafterforthesakeofbrevityreferredtoasthe'saidPlot'].thePurchaser/shas/

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haveagreedtoacquirePlotNo._____admeasuringabout_____Hectare,atorfortheconsideration
And on the terms and conditions set out here in after; the said Plot No.is here in after referred to for the sake of convenience and brevity as be said Plot" and is more particularly described in the SCHEDULED here under written and marked in Red on the Plan Schedule 'B'.

E. **INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS:** The Purchaser/s has/ havedemandedfromtheowner/Developer/Promoterandtheowner/Developer/Promoterhavegiveninspectionto the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approvedlayouts,inrespectofthesaidPlot,andthecommonareas,amenitiesandthespecificrights therein, as hereby agreed to besold.

F. **INDEPENDENTVERIFICATIONOFTITLEBYPURCHASER:**ThePurchaser/shas/have,beforetheexecutionhereof,hadthetitleoftheOwner/Developer/Promotertheretoindependentlyverifiedthroughtheir LegalCounsel/AdvocateofthePurchaser/sandthePurchaser/shas/havesatisfiedhimself/ herself/them selves that the same is free from all encumbrances, and is clear and marketable.

G. **CONSIDERATION:** After beings Satisfied with the Title as above, the Purchaser here in made an offer to the Promoter herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. .....(Rupees _____.Only) *vide* Cheque No .....dated.....drawn on.....Bank, ...Branch being the part payment out of the lump sum total Sale-price ol Rs.....[Rupees.....Only]against and in consideration of the said Plot agreed to be sold by the Owner/Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter here by admit and acknowledge. The Purchaser has agreed to pay to the a Owner/Developer/Promoter, in such name and as per he indirections, the entire balance of the sale-price in the manner as mentioned in the Schedule Eh ere under written, and which payment is deemed to be the essence of these presents;

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

1. **PURCHASE AND SALE OF THE PLOT**:

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1.1 ThePurchaser/shas/haveagreedtoacquireandOwner/Developer/Promoterhasagreedtosellthes aidOpenPlotNo_____,admeasuring_____sq.mtr,andtherighttoconstructthere on,aspersanctionplanstothePurchaser,forthelumpsumconsiderationandonthetermsandconditi ons setouthereinafter,andwhichPlotismoreparticularlydescribedintheSchedule*A*andspecified in Plan *Schedule B* here under written;

1.2 ThesaidPlotagreedtobeacquiredbythePurchaser/shereinshallbeprovidedonlyand only with the common amenities and facilities as per the specifications, which are set out in the Annexure_____, here under written;

2. CONSIDERATION:

2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS:

Asmentionedabove,theOwner/Developer/Promoterhereinagreedtoselltothe Purchaser/s andthePurchaser/shas/haveagreedtopurchasefromtheOwner/Developer/Promoterthesai d openPlotinclusivethespecificationsmentionedintheAnnexure_____ator forthemutuallyagreedlumpsumconsiderationofRs._____ _____(only) and the Purchasershallmakethepaymentofthesameinthenameof"_____"ors uchothernameasmaybespecifiedfromtimetotimebytheOwner/Developer/Purchaser;and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., areal so all the other out goings as mention ed here in below which will be paid by the Purchaser/s separately as agreed and specified.

2.2 TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by tne Purchaser/s shall be handed over to the Purchaser/sby the Owner/Developer/Promoter before on receipt to fthe en tire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession nof the said open Plot within [fifteen days]two

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months{u/s19(10)]of the Owner/Developer/ Promoter giving written notice to the Purchaser/s in timating the same and after complying with all necessary legal formalities, and electing necessary payment as per agreed schedule.

2.3 DELAYSIN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER/ CONSENTINGPARTV:

It is agreed between the parties hereto that if the Owners/Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated periodasmentionedinclause2.2 .....hereinaboveorwithinfurthermutuallyagreedperiod[andaperiodofthreemonthsthereafter,]orif,theOwner/Developer/Promoterand/oritsAgentsforreasons beyonditscontrol,areunabletogivepossessionofthesaidPlotbythesaiddateandafteraperiodoftwomonthsifthosereasonsstillexist,theninsuchcase,Owner/Developer/Promotershall,without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amountsalreadyreceivedbyitinrespectofthesaidPlotfromthePurchaser/swithsimpleinterest thereonatsuchratsolinterestasprescribedundertheprovisionsoftheRERAAct,2017,andtheRulesmadethereunder,perannum,fromthedateitreceivedthesametillthedatetheamountsand interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT/LAYOUT:

Commencing the week after Notice in writing is given by the Owner/Developer/Promoter to the Purchaser/sthatthesaidPlotisreadyforuseandoccupationandintimationofthesameisreceivedbythePurchaser/sfromtheOwner/Developer/Promoter,thePurchaser/sherebyagree/sandbind/shimself/ herself/themselvestopaytotheowner/Developer/Promoter,chargesforcommonservice if any.

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4. FORMATION OF FINAL BODY OFPURCHASER:

The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% of purchasers from within the period of 3 months from handing over possession of the last un sold plot to the concerned purchaser, in the said complex shall form Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative societies Act 1960 or such other body as may be deemed fit by the owners/promotersandOwner/Developer/Promoterofwhichallthepurchasersof Plotsshallbeboundto *become and be* admitted as members.

5. NO RIGHT TO DEMAND SUB-DIVIGION:

ThePurchaser/softhePlot/Plotsagreedtobesoldhereunderandalltheotherpurchasersof Plots inthesaidLandshallnothaveanyrighttomakesub-divisionofthePlotandalwayssubjecttothe applicable rules, regulations and bye-laws.

Purchasersshallnothaveindividualright,title,claimorinterestinrespectoftheamenityspaces, openspacesandthesaidentireLandandtherightsofthePurchaser/sareconfinedonlytothePlot/Plot herebyagreedtobesold,itbeingexpresslyagreedsubjecttotheapplicablerules,regulationsand by-laws.

6. UNSOLD PLOTS:

IncasetheConveyanceisexecutedinfavouroftheUltimateBodybeforethedisposalbythe Owner/ Developer/Promoterofalltheplotsonthesaid Land,theninsuchcase,theOwner/Developer/ PromotershalljointheUltimateBodyasmembersholdingsuchunsoldplotareasandwhensuch Plotsaresold»mindpartyatthediscretionoftheOwner/Developer/Promoter,theUltimateBodyshall admitasmembersthePurchasersofsuchplotswithoutchargingany premium,transferfees,oranyother extra payment.

7. REPRESENTATION AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER

ThePromoterherebyrepresentsandwarrantstotheAllottee/Purchaserasfollows:—

{a}ThePromoterhasclearandmarketabletitlewithrespecttothe projectland/Plot;asdeclared inthetitlereportannexedtothisagreementandhastherequisiterighttocarryoutdevelopment upontheprojectlandandalsohasactual,physicalandlegalpossessionoftheprojectlandforthe implementationoftheProject;Thepromoterhasalsoobtainedthenecessary N.A.permissionfrom competent authority;

*(â)*ThePromoterhaslawfulrightsandrequisiteapprovalsfromthecompetentAuthoritiesto carryoutdevelopmentoftheProjectandshallobtainrequisiteapprovalsfromtimetotimetocomplete

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the developmentof theproject;

{c}Therearenoencumbrancesupontheprojectlandor theProjectexceptthosein the title report;

*{d}*Therearenolitigationspendingbeforeany Courtoflawwithrespecttotheprojectlandor Projectexceptthosedisclosedinthetitlereport;therearenoprohibitoryorderfortransferattheplot.

{e}Allapprovals,licensesandpermitsissuedbythecompetentauthoritieswithrespecttothe Project,projectlandandsaidbuildingarevalidandsubsistingandhavebeenobtainedbyfollowing dueprocessoflaw.Further,allapprovals,licensesandpermitstobeissuedbythecompetent authoritieswithrespecttotheProject,projectlandandsaidbuilding/ringshallbeobtainedbyfollowi ng dueprocessoflawandthePromoterhasbeenandshall,atalltimes,remaintobeincompliance withallapplicablelawsinrelationtotheProject,projectland,Building/sandcommonareas;

(f) ThePromoterhastherighttoenterintothisAgreementandhasnotcommittedoromitted*to perform any act or thing,*wherebytheright,titleandinterestoftheAllotteecreatedherein,*may* prejudicially be affected;

(g)ThePromoterhasnotenteredintoanyagreementforsaleand/ordevelopmentagreement oranyotheragreement/arrangementwithanypersonorpartywithrespecttotheprojectland,including theProjectandthesaidPlotwhichwill,inanymanner,affecttherightsofAllotteeunderthisAgreement;

(h) ThePromoterconfirmsthatthePromoterisnotrestrictedinanymannerwhatsoeverfromse llingthesaidPlottotheAlotteeinthemannercontemplatedinthisAgreement;

*(i) The*Promoterhasdulypaidandshallcontinuetopayanddischargeundisputedgovernment dues,rates,chargesandtaxesandothermonies,levies,impositions.premiums,damagesand/or penaltiesandotheroutgoings,whatsoever,payablewithrespecttothesaidprojecttothecompetentA uthorities;

(j) No notice from the Government or any other local body authority or any k› q i.e lativeen actment ,government or finance ,order, notification(including any notice for acquis' it io no requisition of the said property)has been received or served upon the Promoter in respect o the project land and/ort he Project except those disclosed in the title report.

*(k)*ThepromotershallobtainallsuchinsuranceasmaybenotifiedbytheGovernmentof Maharashtra:

(l) Title of landas a part of real estate project.

8. PAYMENT OF STAMP DUTY/REGISTRATIOH FEE5/ EXPENSES:

Itl shere by expressly greed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Developer/Promoter pursu an

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there to including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of he specified parts of the land and any building within the said Complex which may be executed by the Owner/Developer/Promoter or Consenting Party in favor of the Association/condominium/society of all Plot purchasers in the said project.

9. ENTIRE AGREEMENT:

ThisAgreement,alongwithitsschedulesandannexures,constitutestheentireAgreementbetween thePartieswithrespecttothesubjectmatterhereofandsupersedesanyandallunderstandings,any other agreements, allotment letter,correspondences,arrangementswhetherwrittenororal,ifany,between the Partiesin regard to the said Plot, as the case maybe.

10. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and takes such other actions, in additions to the instruments and actions specifically provided for here in, as may be reasonably rebuked In order to effectuate the provisions of this Agreement or of any transaction contemplate d here in or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction.

11. ADDRESS FOR SERVICE:

That all notices to be served on the Allotees/Purchaser and the **Promoter** as contemplated byt his AgreementshallbedeemedtohavebeendulyservedifsenttotheAllotteeorthePromoterbyRegistered Post A. D and notified EmailID/ Under Certificate of Posting at the irrespective address e specified below:

Name of Allottee/Purchaser_____

(Allottee's Address)

Notified Email ID :_____

Name Of Promoters

Name : M/S PSP REALTY

Residing at :- Anandam World City, Model Mill Compound, Near ST Stand, Ganeshpeth, Nagpur-440018.

PAN : ABCFP7986K

AND

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Name :_____

Age about ____ years, occupation : _____

Residing at _____

PAN_____

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

12. DISPUTE RESOLUTION:

Anydisputebetweenpartiesshallbesettledamicablybyfollowingconciliationproceedings.Incase o\failuretosettlethedisputeamicably,thesameshallbedecidedaspertheprovisionsoftheRealEstate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

13. GOVERNING LAW:

ThattherightsandobligationsofthepartiesunderorarisingoutofthisAgreementshallbeconstrued andenforcedinaccordancewiththelawsofIndiaforthetimebeinginforceandtheNagpur courts within whose local limits the property is situated will have the jurisdiction of this Agreement.

LIST OF ANNEXES

Annexure "A" :Title Certificate.

Annexure "B" :7/12 Extracts.

Annexure"C": Approved Layout of Plots.

Annexurs"D" : Authenticated Copy of the approved layout showing the specific plot,subject matter of these 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 Estate Regulatory Authority.

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