

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 atthis.....day of in the year Two Thousand and between : **M/s WAINGANGA LIFESTYLE**, a Partnership Firm, having its Office at Plot No. 3, Sneh Sanwardhak Housing Society, Malviya Nagar, Khamla, Nagpur, Pin Code No. 440025 (Income Tax PAN – AAEFW9252C) (Date of Incorporation – 14-06-2024) and acting through its Partners **(1) MR. SHRIHARI S/o JIYALAL CHAUDHARI**, Aged about 40 Years, Occupation – Business, (Aadhar No. 8846 9288 7415) (Mobile No. 9325353299) (E-mail Id - shri2702@gmail.com) Resident of Plot No. 12, Prerna Housing Society, Manish Nagar, Somalwada, Nagpur, Pin Code No. 440034, Tahsil and District – NAGPUR, **(2) MR. ABDUL SHAKIL GANI**, Aged about 47 years Occupation – Business (Aadhar No. 3949 6880 4875) (Mobile No. 8668379238) and **(3) MISS. SHAHERBANO ABDUL SALIM** Aged about 45 years Occupation – Business, (Aadhar No. 5601 4937 0300) (Mobile No. 9766167564), the Sr. No. 2 and 3 both Residents of House No. 359, Jaitun Bee Manzil, Near Yaa Baba Taj Kirana, Chunabhatti, Ajni, Nagpur, Pin Code No. 440015 Tahsil & District - NAGPUR, State – Maharashtra, hereinafter referred to as "the Promoter of the One Part and _____, aged about _____ years, Occupation: _____, residing at _____, PAN: _____, hereinafter referred to as "the Allottee" of the Other Part.

WHEREAS by an Agreement/Conveyance datedday of20..... and executed between 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. lying and being survey no. at in the Registration sub-District of admeasuring sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the day of20..... made between of the One Part (hereinafter referred to as "the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of years in respect of a piece or parcel of leasehold land bearing situate at, admeasuring sq. m. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as " the project land") at a rent of Rs. per annum/month and on the terms and conditions contained in

the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

OR

WHEREAS by an Agreement datedday of 20. /Power of Attorney datedexecuted between Shri (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being atin the Registration Sub-District ofadmeasuringsq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

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

WHEREAS, ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 95 (Old) of Mouza – JAMTHA, Patwari Halka No. 42, having an area of 6.57 Hectare R., held in Bhogwatdar Class-1 Rights, TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, within the limits of the Grampanchayat Jamtha, in Tahsil – Nagpur (Rural) and District – NAGPUR, originally belongs to Mr. Laxman Zolbaji Dagde, as a recorded Owner thereof being his separate property and the same is mutated in his name in all relevant records as per Records of Adhikar Abhilekh; AND

WHEREAS, the Government of Maharashtra lateron carried out re-survey and re-measurement, under the Consolidation and Fragmentation Act and as per record of Bhumi Abhilekh renumbering Sheet (parcha), the aforesaid Khasra No. 95 (Old) of Mouza – JAMTHA was renumbered as Khasra No. 204 of Mouza – JAMTHA, having an area of 6.57 Hectare R., held in Bhogwatdar Class-1 Rights. Thus the aforesaid Mr. Laxman Zolbaji Dagde has now become an absolute owner and occupier of the said Khasra No. 204; AND

WHEREAS the aforesaid Mr. Laxman Zolbaji Dagde lateron transferred/sold the portion of land admeasuring 1.50 Hectare R. being a portion of the entire land bearing Khasra No. 204, having total area of 6.57 Hectare R., by way of Sale to Mr. Suryabhan Dhage, by a Sale Deed Dated 03.08.1987, which is duly registered in the Office of the Sub Registrar, Nagpur-Rural in Book No. 1 at Registered Sr. No. 2774/1987 on 03.08.1987. The said portion of land allotted New Khasra No. 204/2 by the Competent Revenue Authority; AND

WHEREAS the aforesaid Mr. Laxman Zolbaji Dagde alongwith his legal heirs

namely Smt. Hira Kawduji Chikate, Smt. Rupal Prashantrao Dharpal and Smt. Meera Pramodrao Thakare, jointly lateron transferred/sold the portion of land admeasuring 1.62 Hectare R. being a portion of the entire land bearing Khasra No. 204, having total area of 6.57 Hectare R., held in Bhogwatdar Class-1 Rights of Mouza – JAMTHA, Patwari Halka No. 42, situated at Village – Jamtha, within the limits of the Grampanchayat Jamtha, in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to Mr. Nimish Laddad and others, by a Sale Deed Dated 26.03.2007, which is duly registered in the Office of the Sub Registrar, Nagpur-Rural in Book No. 1 at Registered Sr. No. 1814/2007 on 26.03.2007. Lateron the said portion of land renumbered as new Khasra No. 204/3, having an area of 1.62 Hectare R. by the Competent Revenue Authority and the remaining land owned by the aforesaid Owner Mr. Laxman Zolbaji Dagde is now identified as Khasra No. 204/1, having an area of 3.45 Hectare R., Land Revenue Rs. 17.15/-; AND

WHEREAS the aforesaid Mr. Laxman Zolbaji Dagde left for heavenly abode and consequent upon his demise/death, his aforesaid property bearing Khasra No. 204/1 devolved upon his legal heirs namely (i) Smt. Hira Kawduji Chikate, (ii) Smt. Rupal Prashantrao Dharpal and (iii) Smt. Meera Pramodrao Thakare, jointly by way of intestate succession being only heirs of the deceased and the same is mutated in the all relevant records vide Mutation Entry No. 1622 Dated 12.07.2009; AND

WHEREAS during the course of time one Mr. Umaji S. Matikhaye and 15 others filed Civil Suit bearing R.C.S. No. 643/2016 for declaration, partition and perpetual injunction against the (i) Smt. Hira Kawduji Chkate, (ii) Smt. Rupal Prashantrao Dharpal and (iii) Smt. Meera Pramodrao Thakare on the ground that their mothers who are the sisters of Late Mr. Laxman Zolbaji Dagde are having share in the said property originally owned by Late Zolbaji Dagde a common ancestor of the claimants and (i) Smt. Hira Kawduji Chikate, (ii) Smt. Rupal Prashantrao Dharpal and (iii) Smt. Meera Pramodrao Thakare and the name of Smt. Gangi @ Gangubai who was absolute owner of the said property left behind by her husband was in the revenue record of the year 1911-12 as the owner of the said property and Mr. Rajendra Mohod and others have filed a Revision No. 166/RTS-64/2022 before the Additional Commissioner, Nagpur Division, Nagpur and the same is pending before the Additional Commissioner, Nagpur Division, Nagpur and the parties to the said suit have arrived at understanding and settlement in respect of the said land and Compromise have been arrived at and the Hon'ble 2nd Joint Civil Judge, Jr. Division, Nagpur passed Order Dated 10.07.2023 and Compromise Decree has been passed; AND

WHEREAS the aforesaid (i) Smt. Hira Kawduji Chikate, (ii) Smt. Rupal Prashantrao Dharpal and (iii) Smt. Meera Pramodrao Thakare lateron transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 204/1 of Mouza – JAMTHA, Patwari Halka No. 42, having an area of 3.45 Hectare R., Land Revenue Rs. 17.15/-, held in Bhogwatdar Class-1 Rights, TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, within the limits of the Grampanchayat Jamtha, in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale

to (1) Mr. Vishal Anilrao Wadibhasme, (2) Mr. Arun Namdeorao Harode, (3) Mr. Prashant Narayan Shivankar, (4) Mr. Hemant Punjabrao Gawande and (5) Mr. Kundan Shrichand Thutheja, by a Sale Deed Dated 16.10.2023, which is duly registered in the Office of the Sub Registrar, Nagpur-7 in Book No. 1 at Registered Sr. No. 10554/2023 on 16.10.2023. As a result therefore the aforesaid (1) Mr. Vishal Anilrao Wadibhasme, (2) Mr. Arun Namdeorao Harode, (3) Mr. Prashant Narayan Shivankar, (4) Mr. Hemant Punjabrao Gawande and (5) Mr. Kundan Shrichand Thutheja and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid joint owners (1) Mr. Vishal Anilrao Wadibhasme, (2) Mr. Arun Namdeorao Harode, (3) Mr. Prashant Narayan Shivankar, (4) Mr. Hemant Punjabrao Gawande and (5) Mr. Kundan Shrichand Thutheja jointly lateron transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 204/1 of Mouza – JAMTHA, Patwari Halka No. 42, having an area of 3.45 Hectare R., Land Revenue Rs. 17.15/-, held in Bhogwatdar Class-1 Rights, Khata No. 16603 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, within the limits of the Grampanchayat Jamtha, in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to **M/s WAINGANGA LIFESTYLE** acting through its Partners **(1) Mr. Shrihari Jiyalal Chaudhari, (2) Mr. Abdul Shakil Gani and (3) Miss. Shaherbano Abdul Salim**, by a Sale Deed Dated 27.09.2024, which is duly registered in the Office of the Sub Registrar, Nagpur-7 in Book No. 1, at Registered Sr. No. 11723/2024 on 27.09.2024; AND

WHEREAS after registration of the aforesaid Sale Deed, the area of the said Khasra No. 204/1 was "3.45 Hectare R. and lateron the area of Khasra No. 204/1 is reduced after measurement by the Land Revenue Authority and after measurement the area of the Khasra No. 204/1 is now "3.24 Hectare R". Thus the aforesaid (1) Mr. Vishal Anilrao Wadibhasme, (2) Mr. Arun Namdeorao Harode, (3) Mr. Prashant Narayan Shivankar, (4) Mr. Hemant Punjabrao Gawande and (5) Mr. Kundan Shrichand Thutheja lateron executed an Amendment Deed to the aforesaid Sale Deed in favour **M/s WAINGANGA LIFESTYLE** acting through its Partners **(1) Mr. Shrihari Jiyalal Chaudhari, (2) Mr. Abdul Shakil Gani and (3) Miss. Shaherbano Abdul Salim** on 10.10.2024, which is duly registered in the Office of the Sub Registrar, Nagpur-7 in Book No. 1 at Registered Sr. No. 12260/2024 on 11.10.2024 and thereby corrected the area of the said land as per measurement sheet; AND

As a result therefor the aforesaid **M/s WAINGANGA LIFESTYLE** acting through its Partners **(1) Mr. Shrihari Jiyalal Chaudhari, (2) Mr. Abdul Shakil Gani and (3) Miss. Shaherbano Abdul Salim** have now become an exclusive, absolute and full Owner of the aforesaid properties bearing Khasra No. 59/3 with heritable and transferable rights therein and the same is mutated in its name in all relevant records and also mutated in the Property Card / 7/12 Extract; AND

WHEREAS the said **M/s WAINGANGA LIFESTYLE** acting through its Partners

(1) Mr. Shrihari Jiyalal Chaudhari, (2) Mr. Abdul Shakil Gani and (3) Miss. Shaherbano Abdul Salim lateron decided to develop its aforesaid property bearing Khasra No. 204/1 into a RESIDENTIAL LAYOUT by carving out various Plots of different sizes therein; AND

WHEREAS, accordingly the said **M/s WAINGANGA LIFESTYLE** acting through its Partners **(1) Mr. Shrihari Jiyalal Chaudhari, (2) Mr. Abdul Shakil Gani and (3) Miss. Shaherbano Abdul Salim** lateron prepared a layout on the said land bearing **Khasra No. 204/1** by carving out various Plots of different sizes therein and to be known and styled as "**WAINGANGA LIFECITY**" and the said layout is tentatively sanctioned and approved and recommended for Demarcation purpose by the Executive Engineer, Nagpur Metropolitan Region Development Authority, Nagpur, vide its Permit No. 55858, Approval No. NMRDA/LT/2024/APL/00349 Dated 07.10.2024; AND

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticatedcopy is attached in Annexure 'F';

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 specificationsprepared by the Promoter's Architects Messrs..... 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 andVII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Plot are situated 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 open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

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 layout and upon due observance and performance of which only the completion or occupancy certificate in respect of the said layout shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced development of the said layout in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Plot No. situated in the layout Project,

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 Plot 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 Plot with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Plot) and the garage/covered parking(if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

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) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Plot No. for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities in the layout.

1(b) 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 to that Promoter the balance amount of

Rs(Rupees) and shall be deposited in RERA Designated Collection Bank Account, 186605003925 ICICI bank, Wardha Road Branch having IFS Code ICIC0001866 situated at Somalwada Square, Wardha Road. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No.186605003924 and 186605003926 respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in 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 60% of the total consideration) to be paid to the Promoter on completion of the ROAD Work in which the said Plot is located.
- iii. Amount of Rs...../- (.....) (not exceeding 10% of the total consideration) to be paid to the Promoter on completion of the all Development work in which the said Plot is located. on or after receipt of Release letter from Development Authority at the time of Sale Deed.

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 [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 Allottee authorizes the Promoter to adjust/appropriate all payments made by him/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.

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 Layout plans or thereafter and shall, before handing over possession of the Plot to the Allottee, obtain from the concerned local authority Release letter in respect of the Plot of land.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Plot] to the Allottee and the common areas to the association of the allottees after receiving the Release Letter from Development authority. 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 Development by the Promoter as provided in clause 1 (c) herein above. (“Payment Plan”).

3.

If the Promoter fails to abide by the time schedule for completing the project and handing over the [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.

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 Plot which may till then have been paid by the Allottee to the Promoter.

5. The Promoter shall give possession of the Plot to the Allottee on or before..... day of 20__. If the Promoter fails or neglects to give possession of the Plot 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 Plot with 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.

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 [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 [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.

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

Failure of Allottee to take Possession of [Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [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 [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.

6. FORMATION OF FINAL BODY OF PURCHASERS

The Owner/Promoter shall on execution of registered agreement for sale by 51% purchasers from within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form an Association or a 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/promoters and Owner/promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

7. The Allottee shall on or before delivery of possession of the said Plot 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
- (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 utility and services connection charges &
- (vi) Rs. for deposits of electrical receiving and Sub Station provided in Layout

9. 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 of lease.

10. 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; as declared in the title report annexed to this agreement and has the requisite 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 disclosed in 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 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 [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 [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 the Allottees;
- 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.

11. 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.

11 A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.".

12. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot or any part thereof. The Allottee shall have no claim save and except in respect of the Plot hereby agreed to be sold to him and all open spaces, parking spaces, recreation spaces, will remain the property of the Promoter until the it is transferred to the Society/Limited Company or other body and until the project land is transferred to the ApexBody/Federation as hereinbefore mentioned.

13. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

14. 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.

15. 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 Plot, as the case may be.

16. RIGHT TO AMEND

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

17. 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 [Plot], in case of a transfer, as the said obligations go along with the [Plot] for all intents and purposes.

18. 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.

19. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

20. 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 NAGPUR.

21. 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.

22. 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:

.....
Name of Allottee

.....
(Allottee's Address)

Notified Email ID:

Name of Promoters & Address

Name: **M/s WAINGANGA LIFESTYLE,**

having its Office at Plot No. 3, Sneh Sanwardhak Housing Society, Malviya Nagar, Khamla, Nagpur, Pin Code No. 440025 (Income Tax PAN – AAEFW9252C) (Date of Incorporation – 14-06-2024) and acting through its Partners

(1) MR. SHRIHARI JIYALAL CHAUDHARI,

(2) MR. ABDUL SHAKIL GANI, and

(3) MISS. SHAHERBANO ABDUL SALIM

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.

23. 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.

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

25. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle 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.

26. 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 NAGPUR (*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

ALL THAT Piece and Parcel of land bearing **Khasra No. 204/1**, having **plotable/saleable area of 19005.41 Sq. Mtrs.** out of the total land admeasuring 3.24 Hectare R., Land Revenue Rs. 16.10/-, held in Bhogwatdar Class-1 Rights, Khate No. 17686 of **Mouza – JAMTHA**, Patwari Halka No. 42 TOGETHERWITH a Layout carved out on the said land consisting of various Plots of different sizes therein land and to be known and styled as "**WAINGANGA LIFECITY**", situated at Village – Jamtha, within the limits of the Grampanchayat Jamtha, in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

ON THE EAST – KH. NOS. 200 & 201,
ON THE WEST – ROAD,
ON THE NORTH – KH NO. 204/3,
ON THE SOUTH – ROAD.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

in the presence of WITNESSES:

1. Name
Signature
2. Name.....
Signature.....

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendor / Promoter:

FOR M/s WAINGANGA LIFESTYLE

(1)
(SHRIHARI JIYALAL CHAUDHARI)

(2)
(ABDUL SHAKIL GANI)

Please affix
photograph
and sign
across the
photograph

(3)
(MISS. SHAHERBANO ABDUL SALIM)
(Authorized Signatory)
Partners

WITNESSES:

1. Name
Signature
2. Name.....
Signature.....

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

Annexure '1'

The facilities/amenities provided in the building and/or provided in the common areas and /or in the layout as the case may be, shall be specifically listed/mentioned in the Second Schedule at the model form of agreement provided at Annexure 'A' under Rule 10 of the Rules in the manner as enumerated hereunder:

SCHEDULE ABOVE REFERRED TO

A) Description of the common areas provided:

Sr. No.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
1	OPEN SPACE	31-01-2030	30-03-2030	3249.11 SQ MTR
2	AMENITY SPACE	31-01-2030	30-03-2030	1622.80 SQ MTR
3	INTERNAL ROAD AREA	31-01-2030	30-03-2030	7240.76
4	E.S.S. AND WTP	31-01-2030	30-03-2030	50.00 SQ MTR

B) Facilities/amenities provided/to be provided within the building including in the common area of the building :

Sr. No.	Type of facilities/amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
				N.A		

C) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:

Sr. No.	Type of facilities/amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
1	INTERNAL RCC ROADS	-	31-01-2030	30-03-2030	As per sanction Plan	-
2	SEWER AND DRAINAGE PUPELINE	-	31-01-2030	30-03-2030	As per sanction Plan	-
3	DRINKING WATER PIPELINE	-	31-01-2030	30-03-2030	As per sanction Plan	-
4	STORM WATER LINE	-	31-01-2030	30-03-2030	As per sanction Plan	-
5	OPEN SPACE WALL COMPOUND	-	31-01-2030	30-03-2030	As per sanction Plan	-
6	JOGGING TRACK	-	31-01-2030	30-03-2030	As per sanction Plan	-
7	SEWARAGE TREATMENT PLANT	-	31-01-2030	30-03-2030	As per sanction Plan	-
8	ELECTRIFICATION ANDSTREET LIGHT	-	31-01-2030	30-03-2030	As per sanction Plan	-
9	BOREWELL	-	31-01-2030	30-03-2030	As per sanction Plan	-
10	PLANTATION	-	31-01-2030	30-03-2030	As per sanction Plan	-

D) The size and the location of the facilities/amenities in form of open spaces (RG/ PG etc.) provided/to be provided within the plot and/or within the layout.

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
			N.A		

E) Details and specifications of the lifts:

		N.A		

Note:

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG/ PG etc.) provided/to be provided within the plot and/or within the layout.

At 'E': to provide the details and specifications of the lifts

SCHEDULE 'A'
PLEASE INSERT DESCRIPTION OF THE [PLOT]

ALL THAT Piece and Parcel of land bearing Plot No. _____, containing by admeasurements _____ Sq. Mtrs., out of the sanctioned layout known and styled as "**WAINGANGA LIFECITY**" being portion of the entire Non Agriculture land bearing **Khasra No. 204/1 of Mouza – JAMTHA**, Patwari Halka No. 42 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, within the limits of the Grampanchayat Jamtha in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

ON THE EAST – _____.
ON THE WEST – _____.
ON THE NORTH – _____.
ON THE SOUTH – _____.

ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

ANNEXURE – A

No.
RE. :

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

Title Report
Details of the Title Report

The Schedule Above Referred to
(Description of property)
Place:

Datedday of 20.....

(Signed)
Signature of Attorney-at-
Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any
other revenue record showing nature of the title of the Vendor/Lessor/Original
Owner/Promoter to the project land).

ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the Plot of land proposed to be provided for on the said project)

ANNEXURE -D

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

ANNEXURE – E

(Specification and amenities for the Plot),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the RealEstate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee I say received.

.....

The Promoter/s.