

AGREEMENT OF SALE

(Market value Rs. _____)

(Valuation Column No _____, rate per sq. meter Rs. _____)

(Valuation as per ready reckoner Rs. _____)

(Deed of Declaration registered on _____ at Sr. No. _____ / _____)

(Stamp duty Rs. _____)

This AGREEMENT OF SALE is executed at Amravati on this

_____, Day of _____, 2017.

BETWEEN

Arun Construction Company,

PAN No. AB DFA9852C

through its partner - Arun Narsinh Tank

Age - 67 years, Occu. - Business

R/o. Behind IMA Hall, Mangilal Plot, Camp,

Amravati, Tq. & Dist. Amravati-444602

Hereinafter called as the "**PROMOTER**" (which expression shall deem to include the said partnership firm, its partners, their heirs, successors, executors, administrators and assigns) of the **FIRST PART**.

AND

hereinafter called as the "**ALLOTTEE**" (which expression shall deem to include his/her heirs, successors, executors, administrators and assigns) of the **OTHER PART**

WHEREAS, the promoter purchased, all that piece and parcel of the land admeasuring 514 sq.m. (5533 sq.ft.) bearing Nazul Plot No. 1/87, Sheet No. 46-B of Rajapeth, Pragane Badnera, Tq. & Dist. Amravati and situated in Sabnis Plot locality, Near Kalyan Nagar, Amravati and within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City No. 1, by virtue of sale deed dated 10.05.2016 executed by Anandilal Damraulal Sahu, R/o. Near Holy Cross Convent School, Camp Road, Amravati and the others

which sale deed is registered on 11.05.2016 at Sr. No. 2175/2016 with the Sub-Registrar Amravati City No 1 and thus the promoter is the owner of the land described in the First Schedule (hereinafter referred to as **"the Project Land"**).

AND WHEREAS the promoter purchased from the previous owner Subhash Nathmal Bhandari, R/o. Matoshree Towers, Deorankar Nagar, Amravati vide sale deed dated 23.09.2016 registered at document No. 3916/2016, the T.D.R. rights equivalent to 189.62 sq.mtrs. (2040 sq.ft.) from out of the T.D.R. certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/ 65/16, dated 02.02.2016 and certificate no. 65, for a total area of 189.62 sq.mtrs., in Zone -B of Amravati Tq. & Dist. Amravati in lieu of O H. 88 R of land from out of field survey no. 330/3 of Mouje - Badnera, Pragane - Badnera, Tq. & Dist. Amravati, acquired by Amravati Municipal Corporation, under sale deed dated 09.04.2013 registered at Sr. No. 1847/2013.

AND WHEREAS the promoter purchased from the previous owner Shri Datta Fertilizers & Chemicals Pvt. Ltd. through Director Ashokkumar Ratanlal Soni, R/o. Janardhan Peth, Amravati vide sale deed dated 23.09.2016 registered at document No. 3917/2016, T.D.R. rights equivalent to 144.93 sq.mtrs. (1560 sq.ft.) from out of the T.D.R. certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/ 58/15, dated 09.02.2015 and certificate no. 58, for a total area of 6556.38 sq.mtrs., in Zone -B of Amravati Tq. & Dist. Amravati in lieu of 6556.38 sq.mtrs. of land from out of field survey no. 98 of Mouje - Peth Amravati, Pragane - Badnera, Tq. & Dist. Amravati, acquired by Amravati Municipal Corporation, under sale deed dated 24.06.2014 registered at Sr. No. 2242/2014

AND WHEREAS as per the title deed referred to above in favour of the promoter, there is no covenant affecting the project land or the title of the promoter thereon and there is no tenant or illegal encroachment into or upon the project land and no further permission is required from any government or authority for using the project land for the construction of the project hereinafter mentioned and the promoter has not mortgage the project land and has not created any lien or charge upon the project land.

AND WHEREAS the promoter is entitled and enjoined upon to construct the building on the project land in accordance with the

recitals hereinbefore.

AND WHEREAS, the promoter is in possession of the project land described in the First Schedule.

AND WHEREAS, the Promoter abovenamed proposed to construct on the project land described in the First Schedule, a **SIX Storied** building consisting of separate self contained **SEVEN SHOPS & TEN Residential Apartments** therein out of which all the shops shall be situated on the ground floor and two apartments each shall be situated on the First floor, Second Floor, Third floor, Fourth floor and Fifth floor of the building and the promoter has chosen to name the said building as "KAUSHIK HEIGHTS".

AND WHEREAS the Allottee is offered an **Apartment/Shop** bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "**KAUSHIK HEIGHTS**" (herein after referred to as the said "Building") being constructed by Promoter on the project land.

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 Mumbai and the copy of registration certificate is attached at **Annexure 'F'**;

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

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..... 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

authenticated copies of extract of P. R. Card showing the nature of the title of the Promoter 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 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 building plan of the building "KAUSHIK HEIGHTS", was sanctioned by Amravati Municipal Corporation, vide building permit no. 1255 dated 17.10.2016 and the copy of the plans and specification is annexed hereto and marked as Annexure-D.

AND WHEREAS the promoter has executed a DEED OF DECLARATION under section 2 of the Maharashtra Apartment Ownership Act, 1970 on _____, registered at serial no. ____/____ with the Sub-Registrar Amravati City No. _____, and thereby submitted the said land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections of the said building 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 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 shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Apartment/Shop No.** _____ situated on the _____ floor of the building "KAUSHIK HEIGHTS" being constructed on the said project land

AND WHEREAS the carpet area of the said **Apartment/Shop** 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/Shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment/shop.

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/Shop 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 **Sr. No. P50300009436**.

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Shop 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 as mutually agreed upon by and between the Parties, the Promoter agrees to

Sell and the Allottee hereby agrees to purchase the said Apartment/Shop bearing No. _____ situated on the _____ floor of the building "KAUSHIK HEIGHT".

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREES BY AD BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building consisting of **ground and five 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 and modification which may adversely affect the Apartment/Shop of the Allottee except any alteration or addition required by any local 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/Shop No. _____ having the carpet area measuring _____ Sq. Meters situated in the _____ on the _____ Floor of the building "KAUSHIK HEIGHTS" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof thereto annexed and marked Annexure C-1 and C-2 for the consideration of **Rs. _____/- (Rupees _____ only.** Including the 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.

1.(b) The total aggregate consideration amount for the Apartment/Shop including covered parking space provided as per the sanctioned building plan is thus **Rs. _____/- (Rupees _____ only).**

1.(c) The Allottee has paid on or before execution of this agreement of **(Rupees _____ only)** as advance payment or application fees as per the details given herein below:-

The allottee hereby agrees to pay to the promoter the become amount of Rs. _____ /- (Rupees _____ only) in the following manner:-

Sr.No.	Particulars	% of Total Amount	Amount (Rs.)
1	Within 8 days from Agreement to Sale	10%	
2	On completion of plinth	15%	
3	On completion of Third Slab	15%	
4	On completion of Fifth Slab	10%	
5	On completion of Seventh Slab	10%	
6	On completion of walls, internal plaster, flooring of the said Apartment	5%	
7	On completion of Sanitary fittings, staircases, lift wells, lobbies upto floor levies, door and windows of the said Apartment.	5%	
8	On completion of external plumbing, external, finishing, elevation, terraces with water proofing of the building.	5%	
9	On completion of lifts, water pumps, electrical fittings, electro mechanical and other envirement requirements, entrance, paving of areas appertain and all other requirement as may be prescribed in the Agreement of Sale of the Building of wing in which the said Apartment is located.	10%	
10	At the time of handling over possession of the Apartment to the Allottee or on receipt of completion certificate whichever is earlier.	5%	

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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/Shop.

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 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(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.

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/Shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Shop.

2.2 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 Apartment/Shop 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 installment and other dues payable by him/her and meeting 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 available on 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 has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Apartment/Shop based on the proposed construction and sale of apartment/shop 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/Shop 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 installments, 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 its 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 installments 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 be provided by the Promoter in the said building and the Apartment/Shop as are set out in Annexure 'E' annexed hereto.

6. The Promoter shall give possession of the Apartment/Shop to the Allottee on or before ____ day of _____. If the Promoter fails or neglects to give possession of the Apartment/Shop 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 Apartment/Shop 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. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/Shop on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule/ notification of the Government and/or other public or competent authority/court.

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 its waiting

the possession of the Apartment/Shop, 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/Shop to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 his 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/Shop within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartment/Shop is ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment/Shop : Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment/Shop 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/Shop to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 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/Shop to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Shop or the building in which the Apartment/Shop is 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/Shop or any part thereof or permit the same to be used only for purpose of residence/business. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartment/Shop in the building shall join in forming and registering the Association 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 Association and for becoming a member, including the byelaws of the proposed Association 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 organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws.

10.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/Shop 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/Shop) of outgoings in respect of the project land and Building 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. 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 Allottee shall pay to the Association of the apartment owners, a sum of Rs. ____/- (Rs. ____ only) as and by way of one time maintenance charges. The said amount shall be invested by the Association with any bank or financial institution and the interest accrued thereon shall be utilized for the maintenance of the common areas and facilities of the building and the payment of taxes etc. in respect of the common areas. If there would be any deficit amount for bearing such expenses then the balance shall be paid by the Allottee.* The amounts so paid by the 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 is executed in favour of the Association as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction

provided for in this Agreement) shall be paid over by the Promoter to the Association of the apartment owners in the building.

11. 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 of the Association.
- (ii) Rs. _____/- for formation and registration of the Association.
- (iii) Requisite amount for proportionate share of taxes and other charges/ levies in respect of the Association.
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards maintenance of the lift for a period of Ten years.
- (v) Rs. _____/- for deposit towards Water/ Electric, and other utility and services connection charges &

12. The Allottee shall pay to the Promoter a sum of **Rs.5,000/-** 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 Association and for preparing its rules/ regulations and bye-laws and the cost of preparing and engrossing the conveyance.

13. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the amount of stamp duty and registration charges payable on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the amount of stamp duty and registration charges payable, on such conveyance of project land.

14. **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 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 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 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/Shop 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/Shop to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, 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.

15. The Allottee/s for himself/themselves with intention to bring all persons into whomsoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- (i) To maintain the Apartment/Shop at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Shop is situated and the Apartment/Shop itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment/Shop 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/Shop 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/Shop is situated, including entrances of the building in which the Apartment/Shop is situated and in case any damage is caused to the building in which the Apartment/Shop is situated or the Apartment/Shop 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/Shop and maintain the Apartment/Shop in the same condition or 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/Shop is situated or the Apartment/Shop 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/Shop 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/Shop or any part thereof, **nor** any alteration in the elevation and outside colour scheme of the building in which the Apartment/Shop is situated and shall **keep** the **portion**, **sewers**, **drains** and **pipes** in the Apartment/Shop 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/Shop 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/Shop without the prior written permission of the Promoter and/or the Association.
- (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/Shop 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/Shop in the compound or any portion of the project land and the building in which the Apartment/Shop 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/Shop is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other 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/Shop 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 benefit factor of this Agreement or part with the possession of the Apartment/Shop until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (x) The Allottee shall observe and perform all the rules and regulation which the Association 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 and the Apartment/Shop therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of me 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 Association regarding the occupancy and use of the Apartment/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xi) Till the conveyance of the structure of the building in which Apartment/Shop is situated is executed in favour of Allottee, 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/Shop is situated is executed in favour of Association, 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.

16. 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 Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Shop or the said Plot and Building or any part thereof. The

Allottee shall have no claim save and except in respect of the Apartment/Shop 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 Association or other body and until the project land is transferred to the Association as hereinbefore mentioned.

18. 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/Shop 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/Shop.

19. 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 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 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.

20. Entire Agreement — This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect of 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 as the case may be.

21. Right to Amend — This Agreement may only be amended through written consent of the Parties.

22. 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/Shop, in case of a transfer, as the said obligations go along with the Apartment/Shop for all intents and purposes.

23. 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.

24. 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/Shop to the total carpet area of all the Apartments ^{and} Shops in the Project,

25. 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-

26. 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, and 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 **Amravati**.

27. The Allottee and/or Promoter shall present this Agreement as well as the conveyance 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.

28. 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 - _____

Address - _____

Name of Promoter -

Arun Construction Company,

through its partner - Arun Narsinh Tank

Address -

R/o. Behind IMA Hall, Mangilal Plot, Camp,
Amravati, Tq. & Dist. Amravati-444602

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 be considered as properly served on all the Allottees.

30. Stamp Duty and Registration — The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

31. 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.

32. **Governing Laws** — 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 **AMRAVATI** in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the land bearing Nazul Plot No. 1/87 from out of Sheet No. 46-B, admeasuring 514 sq.mt. (5533 sq.ft.) of Mouje – Rajapeth, Pragane - Badnera, Tq. & Dist. Amravati and situated in the locality known as "Sabanis Plot", near Kalyan Nagar, Amravati, within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City and collectively having the boundaries as under :-

Towards East	:	Road.
Towards West	:	Service Lane
Towards North	:	Nazul Plot No. 1/86
Towards South	:	Road

SECOND SCHEDULE ABOVE REFERRED TO

General Common Areas & Facilities of the building :-

- a) Piece and parcel of the land fully described in the FIRST SCHEDULE above.
- b) Covered Parking Place in the basement with a ramp for having accesses to the basement.
- c) Staircase from the ground floor upto the terrace of the building and the corridors or the passages or the lobbies in front each units.
- d) Enclosures of the lift and installation and apparatus of the lift in the building to be used by the owners/occupiers/visitors of the apartments in the building.
- e) One Water tank located above the roof of the building.
- f) Plumbing network throughout the building.
- g) Electric wiring in the common areas of the building and the electric meter for the supply of electricity in the common areas outside the units.
- h) Necessary lights in the common areas of the building.

- i) Common Septic tank and drainage system of the building.
- j) Bore-well and the water lifting arrangement fitted thereon.
- k) Water tap connection and the ground level water tank for the said connection and the water lifting arrangement for lifting the tap water from the ground level water tank to the respective apartments in the building.
- l) Urinals and W.C. situated on the ground floor of the building for the use of owners/occupiers of the shops and the watchman in the building.

Schedule 'A'

DESCRIPTION OF THE APARTMENT

ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

An Apartment /a Shop bearing no. _____ situated in the _____ on the _____ Floor and having the carpet area of _____ sq.mt. from out of the said building named as "**KAUSHIK HEIGHTS**" constructed upon the project land described in First Schedule above and having boundaries as under :-

Towards East :
 Towards West :
 Towards North :
 Towards South :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph

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

Please affix photograph and sign across the photograph

Promoter:

(1)

(Authorized Signatory)

WITNESSES:

Name

Signature

Name

Signature

Received from the Allottee above named, the sum of Rupees
_____-/- upto execution of this agreement towards Earnest Money
Deposit or application fee.

I say received.

the Promoter.

Schedule 'B'
FLOOR PLAN OF THE APARTMENT

Annexure - A

Name of the Attorney at Law/Advocate Address :

Date:

No.

RE.:

Title Report

Details of the Title Report

The Schedule Above Referred to (Description of property)

Place:

Dated day of 20.....

(Signed)

Signature of Attorney -at-Law/ Advocate

- a) Kitchen platform with black granite.
- b) Stainless Steel kitchen single bowl sink.
- c) Ceramic tile dado up to lintel level above kitchen platform.

UTILITY AREA :

- a) Washing arrangement with water line and drain.
- b) Ceramic tile dado up to 3 ft. height

FLOORING :

- a) 2' x 2' ceramic tiles flooring
- b) IPS Flooring with water Proofing for terraces.

ELECTRICAL :

- a) Concealed high quality copper wiring with 1.00 sq. mm., 1.5 & 2.5 sq. mm. wire of ISI mark material.
- b) Ample light points with ISI mark modular switches. i.e. 3.5 point in each room.
- c) T.V. point in living
- d) Power point in kitchen & toilet.

DOORS & WINDOWS :

- a) Main door-Teakwood with laminated flush door & S.S. fixture & fitting
- b) All other doors including bathroom with Granite frame & Commercial flush door & S.S. Fitting & fixture
- c) Three track Aluminum window with M.S. Grill

INTERNAL & EXTERNAL PAINT :

- a) Internal white color distemper painting to the walls.
- b) External wall painted with cement paint. (Standard color Brand)

(LIST OF COMMON AMENITIES FOR THE SAID PROJECT & SHARED COMMON AMENITIES)

- a) Branded Lift/ Elevator with lift room, lift well and elevator equipments for apartment building.
- b) Rescue device for lift.
- c) Light points outside the building and the staircase/s as well as those in the common parking space.
- d) Drainage and water line work.
- e) Water tank for the project along with water pump.

- f) Rainwater harvesting system.
- g) Seismic – resistant design.
- h) Internal main door streetlight, water supply lines, sewerage work & septic tank.
- i) Covered parking space.

NOTE :

- a) The aforesaid specifications are general and subject to change as per availability of the material.
- b) Any additional specification or work be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.

Annexure – F

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