

AGREEMENT FOR SALE OF APARTMENT

Situated at
"Shri Sai Shraddha Apartment"
Mouja - Badnera, F. S. No.317/2 Zone No. 17.503,
Rate per sq. mtr. : Resi. Building @ Rs. 22500/-
Govt. Valuation, valued at Rs. /-,
{ D.O.D. registered on 15.03.2017 at Sr. No. 39M vide Doc. No. 746 with J.S.R. Amt. III}
Agreement For Sale of Apartment valued at Rs. /- (Rs.)

THIS AGREEMENT OF SALE is made and executed on this ____ day of _____ between –
Shri Raju Shankarrao Ingole, (PAN AAKPI6226Q), aged 49 years, occupation – Builder, resident of Chaudhari Chowk,
College Road, Amravati – 444601, notified email id saurabhing94@gmail.com, hereinafter referred to as the
"PROMOTER" (which expression unless repugnant to the context, shall always mean and include its legal
representatives, heirs of directors, successors, assigns, etc.) being the party of FIRST PART;

AND

, aged about years, occupation - , resident of , with notified email id hereinafter referred to as the "ALLOTTEE" (which
expression unless repugnant to the context, shall always mean and include his legal heirs, successors, assigns, etc.)
being the party of SECOND PART;

WHEREAS the Promoter Shri Raju Shankarrao Ingole, resident of Amravati, owns Layout Plot No. 4A & 4B total
admeasuring 4842 sq.ft. (450 sq.mtrs.) out of Field Survey No. 317/2, of Mouje Badnera, Pragane Badnera, Tq. & Dist.
Amravati (hereinafter referred to as the "project land"), more particularly described in the Schedule "A" hereto, which is
herein after referred to as the "said plot", having purchased the same vide Sale Deed dated 11/04/2016 registered at Sr.
No. 1721/2016, with the office of the Sub Registrar, Amravati, from Shri Chugaram Lohirimal Khatri (hereinafter referred
to as the "Vendor"), resident of Amravati, and,

AND WHEREAS the promoter is in process of constructing the project on the said plot - known as "Shri Sai Shraddha
Apartment" in pursuance of building map approved by Amravati Municipal Corporation, vide Building Permit No. 0787,
dated 30.07.2016, consisting of several Blocks, which contains separate residential Apartments, and,

AND WHEREAS the postal Address of the said Building is "SHRI SAI SHRADDHA APARTMENT", Shraddha Colony,
Near Nisarg Lawn, Dist. AMRAVATI (Maharashtra) and the Promoter has submitted the said plot and building
constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 under section 2 of the said Act
by duly executing and registering the declaration as provided by sec. 11 of the said Act, registered on 15.03.2017 at Sr.
No. 39M vide Doc. No. 746 with the office of the Sub-Registrar, Amravati Rural, and copy thereof is sent to the competent
authority, and,

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 Maharashtra no (APPLIED), the details of which have been satisfactorily verified by the allottee;

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

AND WHEREAS 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 Architect Shri
Shailendra Deshmukh 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, Property card or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been satisfactorily verified by the allottee.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been satisfactorily verified by the allottee.

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 satisfactorily verified by the allottee,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been satisfactorily verified by the allottee,

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

AND WHEREAS while sanctioning the said plans concerned 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 shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee above named purchasing a flat / apartment described in Schedule - B hereto, out of building named "SHRI SAI SHRADDHA APARTMENT" constructed on the land described in Schedule - A together with undivided joint share in the said land, and,

AND WHEREAS the construction has been and is being made and common amenities and facilities are being provided for as per the desire and as per the instructions of the allottee who is fully satisfied in all respects with regard to the quality of said under construction building & the common facilities & amenities, and

AND WHEREAS the promoter above named have given inspection to the allottee of the original documents of title deeds, deed of declaration and plans etc. and upon verification of the same, Allottee is fully satisfied about the title of the Promoter over the said land & rights to construct the said building including the apartment, and

AND WHEREAS upon such satisfaction the Allottee has agreed to purchase and the Promoter has agreed to sell to the Allottee an apartment bearing Family Apartment / Flat No. described in Schedule "B" constructed on the plot more particularly described in the Schedule "A" hereto,

AND WHEREAS the carpet area of the said Apartment is as specified in Schedule B and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

1. The Promoter shall construct the building structure on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2. 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.
3. In consideration of the total amount of Rs./- (Rupees), the Promoter hereby agrees to sale the flat bearing Family Apartment / Flat No. , described in Schedule "B" with undivided joint share in the said plot more particularly described in the Schedule "A" hereto. The allottee is at liberty to obtain loan from any bank or institution, in order to pay the

remaining balance sale consideration to the promoter. That the payment on the stipulated stages, is the condition precedent.

4. 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.
5. 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 same rate as agreed in this Agreement.
6. 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.
7. 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 to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
8. 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 to the Allottee and the common areas to the association of the allottees after completing construction.
9. 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 construction by the Promoter as provided herein above. ("Payment Plan").
10. The Promoter shall give possession of the Apartment to the Allottee on or before 30/09/2018 (Thirty September of Two Thousand Eighteen). If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment 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.
11. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment 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 or (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
12. Without prejudice to the right of promoter to charge interest as 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 amount so paid till date shall stand forfeited to the promoter as and by way of damages.

13. 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 Apartment, 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 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.
14. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy. Failure of Allottee to take Possession of the Apartment upon receiving a written intimation from the Promoter as above, the Allottee shall take possession of the Apartment 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 to the allottee. In case the Allottee fails to take possession within the time provided in such Allottee shall continue to be liable to pay maintenance charges as applicable.
15. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are 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.
16. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking vehicle. Since there is no reserved parking, vehicles shall be parked in common parking space on first come first serve basis of all residing members and thereafter of any guest members of any residing members.
17. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society 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 organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
18. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building is constructed.
19. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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) of outgoings in respect of the project land and Building/s 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/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.

20. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the one time maintenance amount which the promoter will transfer to the society or association of persons after completing the construction of building. Such amount will be transferred to the society or association of persons without payment of any interest by the promoter.
21. That the electric connection meter shall be taken by the Allottee at his own cost and all the charges required for installation of electric line, D.P. and other concern expenses shall be borne by allottee.
22. That the Allottee shall use the common areas and facilities provided for the said Apartment / flat only in accordance with the purpose for which they are intended, without hindrance or endorsement upon the lawful rights of the other apartment owners as mentioned in Deed of Declaration.
23. The Promoter has already submitted the said entire building/complex under the provisions of the Maharashtra Apartment Act, 1970 and all the terms, condition, Bye laws (except the rights waived stated hereunder) mentioned in the deed of declaration dated 12.09.2016 shall be applicable to the allottee.
24. The said flat hereby agreed to be sold is free from all the encumbrances, lien, charges, mortgage and promoter is absolutely entitled to transfer and convey the said property to the Allottee and no other person excepting the Promoter has any right, title, interest or possession of any nature whatsoever over the said property. The promoter shall pass a free, clear and marketable title of the said property to the Allottee.
25. That all the expenses on account of preparation of this agreement and sale deed of the said Apartment / Flat, other documents including the cost of stamp duty, registration fee, legal advise, GST @ 18% on 2/3 value of sale consideration or as applicable from time to time, service charges as applicable for time being in force and miscellaneous charges payable thereon, have been agreed to be borne exclusively by the Allottee.
26. The Promoter has disclosed the Floor Space Index in sanctioned map as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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. That the promoter hereby waives the rights to use the upper terrace for erecting cellular tower or any commercial purposes, however the promoter shall be entitled to make any further construction on the terrace above the top floor after due permission from the Gram Panchayat, Nandgaon Peth or other competent authority in case the F.S.I. increase or by any law time being in force. That the allottee shall have right to use the upper terrace.
27. That upon execution of the sale deed of said apartment, in case the building or the said apartment collapses by any act of god or any reason whatsoever, then the promoter shall have the right to reconstruct the said apartment at the cost of the allottee subject to all local laws for the time being in force and the promoter shall have the right to make other construction upto sky.
28. By this deed, the promoter has agreed to sale and the allottee has agreed to purchase is only the said flat / apartment, mentioned in Schedule 'B' hereto, and nothing beyond it. That all the terms and conditions mentioned in this agreement shall also be applicable at the time of sale deed.
29. 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; 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/wing 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 Apartment 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 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 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.

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment 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 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 is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment 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 and maintain the Apartment in the same condition, 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 is situated or the Apartment 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 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment 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 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 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 in the compound or any portion of the project land and the building in which the Apartment 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 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 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 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 regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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 a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, 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 is situated is executed in favour of Apex Body or Federation, 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.
30. 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.
31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and

except in respect of the Apartment 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 Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

32. **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 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.
33. **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.
34. **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 apartment/plot/building, as the case may be.
35. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
36. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
37. **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.
38. **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 to the total carpet area of all the [Apartments/Plots] in the Project.
39. **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.
40. **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, 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.

41. 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.
42. 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 above on first page of parties.
43. 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.
44. 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.
45. Stamp Duty and Registration: The charges towards stamp duty and Registration for anything shall be borne by allottee.
46. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
47. 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 Amravati court will have the jurisdiction for this Agreement.
48. PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained, the expression 'the Promoter' and 'the Allottee' hereinbefore used, shall include their respective heirs, legal representatives, successors to assign bind on them.

SCHEDULE - "A"

(Description of Said Plot)

"Situated at Field Survey No. 317/2, of Mouje Badnera, Pragane Badnera, Tq. & Dist. Amravati, within the jurisdiction of Sub Registrar, Amravati, Layout Plot No.:

i) 4-A, admeasuring 2421 sq.ft. (225 sq.mtrs.)

ii) 4-B, admeasuring 2421 sq.ft. (225 sq.mtrs.)

All the plots being adjoining to each other total admeasuring 4842 sq.ft. (450 sq.mtrs.) of land, commonly bounded:

towards East by Plot No. 3-B,

towards West by Plot No. 1A of another layout,

towards North by Layout Road, and

towards South by Remaining Portion of Survey No. 317"

SCHEDULE - "B"

(Description of Said Flat / Apartment)

"The residential apartment bearing Family Apartment / Flat No. , to be situated on of "SHRI SAI SHRADDHA APARTMENT", having , consisting of one hall, one bed room, one kitchen/dining, toilet and balcony, constructed on the land/plot described in the Schedule "A" hereinabove, along with undivided share in said plot, which is bounded towards:

East by –

West by –

North by –

, and,

South by –

"

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT FOR SALE OF APARTMENT ON THE DATE, MONTH & YEAR MENTIONED FIRST.

Name of Allottee :-
ID Proof/Number :- PAN -

Passport Photo	Thumb	Signature

Name of Promoter :- Shri Raju Shankarrao Ingole
ID Proof/Number :- PAN - AAKPI6226Q

Passport Photo	Thumb	Signature

Witness No. 1 :-
ID Proof/No. :-
Signature

Witness No. 2 :-
ID Proof/No. :-
Signature