S-1

AGREEMENT TO SELL FOR RS. 00,00,000/-

(RUPEES ———— LAKHS ——— THOUSAND ONLY)

VALUATION AS PER (ASR) RS. 00,00000/- ONLY

Zone/Item No. 14.407 Page 0076 @ 23000 (ASR 2022-23)

THIS AGREEMENT TO SELL is made and executed at AMRAVATI on this _____ Day of _____, 2022, BETWEEN:

Subhash Devidas Bharsakale, age-67 , occupation- Builder having office address at "Deusha, near Atul mangal karyalaya, Rukhmini nagar, Amravati- 444606, hereinafter called the **"VENDOR/ PROMOTER"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDOR/PROMOTER"** as well as, his legal heirs, representatives, executors, administrators, successors and assigns of the **ONE PART.** Income Tax Permanent Account No. **AASPB2970N**

AND

SHRI ————————————————————, Aged about ----- Years, Occupation - ————— , Income Tax Permanent Account No. ——

----------, Aadhar Unique Identity No. ----------, Resident of ----------, hereinafter called the **"ALLOTTEE/PURCHASER/S"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"ALLOTTEE/PURCHASER/S"**, as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

WHEREAS, the Vendor/Promoter hereinabove named is an exclusive, absolute and full Owner of the property comprising all that Piece and Parcel of land bearing layout converted Plot No.12A, being a part or portion of the entire land bearing Survey No 24/1B, 24/1C, 24/1D, AND , plot no. 5 part & 6 part , being a part or portion of the entire land bearing Survey No 24/2, containing by total admeasurement 1474.12 Sq. Mtrs. being a part or portion of the entire land situated at Mauje Akoli, within the area of Amravati Municipal Corporation in Tahsil and District – Amravati and more particularly described in the First Schedule hereunder written *(hereinafter referred to as **"the project land"**)*; AND

a) **WHEREAS**, the Vendor/Promoter hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and Parcel of land bearing layout converted Plot no. 12A ,having purchased the same by the Vendor/Promoter named hereinabove from Shri. Dilip Jayantilal kotak by a Sale Deed dated 14-10-2013, which is duly registered in the Office of the sub registrar Amravati Camp. at Registration Sr. No. 4306 containing by admeasurement 225.94 Sq. Mtrs. .being a part or portion of the entire land bearing Survey No 24/1B, 24/1C, 24/1D, lying and situated at Mauje Akoli , within the area of Amravati Municipal Corporation in Tahsil and District – Amravati.

b) **WHEREAS**, ALSO the Vendor/Promoter hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and Parcel of layout converted plot bearing plot no. 5 part & 6 part ,

WHEREAS, these plots are the part of Survey No 24/2, situated at Mauje Akoli, within the area of Amravati Municipal Corporation in Tahsil and District – Amravati. which is also a part of the agriculture land having purchased by the Vendor/Promoter named hereinabove from Shri. Girdhar Bansilal Bajaj.& Five others by a Sale Deed dated 26-08-2004, which is duly registered in the Office of the sub registrar Amravati Camp. at Registration Sr. No - 1941.

WHEREAS, the Vendor/Promoter has converted this agriculture land into non agriculture by the order No. rev. case no. NAP-34/AKOLI 88/2009-2010 dated 29-03-2010 of district collector. By which this entire land is converted into the seven individual residential plots having plot No. 1 to 7.

WHEREAS, the Vendor/Promoter then approached to the Amravati municipal corporation for the amalgamation & subdivision of plot No. 5 part & 6 part from the S. No. 24/2 & plot No. 12A from the S. No. 24/1B, 24/1C, 24/1D, which is sanctioned by the ADTP Amravati municipal corporation vide his order No. 0557 Dated 07-02-2014.

WHEREAS, the Vendor/Promoter then approached to the Amravati municipal corporation for the Sanction of building plan on amalgamated plot No. 12A, (having area of 225,94 sq. mtrs) plot No. 5 part (having area of 616.76 sq. mtrs) & plot No. 6 part (having area of 631.40 sq. mtrs) having an area admeasuring 1474.10 which is sanctioned by the ADTP Amravati municipal corporation vide his order No. 0858 Dated 21-11- 2014.

WHEREAS, the Vendor/Promoter then approached to the Amravati municipal corporation with the revised proposal for the Sanction of building plan on amalgamated plot No. 12A, 5 & 6 part which is sanctioned by the ADTP Amravati municipal corporation vide his order No. 0515 Dated 03-07-2017.

WHEREAS the Vendor/Promoter is the exclusive and absolute owner in possession of "the project land" located in the Akoli area and this area is very much capable of being developed into a residential apartments, Multistoried building thereon consisting of various self-contained separate Apartments therein. The Promoter has therefore, decided to develop the building on the plot No. 12A, 5 part & 6 part having area of 1474.12 Sq.mt. as **"Shivaji Sankul-4"**. AND

WHEREAS the Vendor/Promoter has accordingly started the construction of the building proposed on the said plot and completed the plinth of the building **"Shivaji Sankul-4"** and received the form for approval of work up to plinth level (plinth completion certificate) from Amravati Municipal Corporation vide office communication number 159 dated 29/07/2016. AND

WHEREAS, the Vendor/Promoter has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a **Deed of Declaration** u/s 2 of the said Act, is duly registered in the Office of the Sub-Registrar, Amravati at Sr. No. ---------- on ----------. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The

provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title; AND

WHEREAS the Vendor/Promoter has registered the said building Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 and the Competent Authority MAHARERA has granted the Registration Certificate of the Project, which bears Registration No. **P50300010756**; AND

WHEREAS, the Vendor/Promoter has now decided to sell the various Apartments to be constructed in the proposed building on the said land to the prospective buyers; AND

WHEREAS, the Allottee / Purchaser hereinabove being interested to own a Residential Apartment in the said building named as **"Shivaji SANKUL-4"**, approached the Vendor/Promoter herein and visited the office of the Vendor/Promoter and also satisfied himself /herself/ themselves in respect of the title of the said entire property and as the Vendor/Promoter has authority and right to develop the said land and to sell the various constructed premises in the said scheme to the prospective buyers; AND

WHEREAS, the Allottee/Purchaser here-in-above approached to the Vendor/Promoter for the purchase of Apartment for his/her/their Residential purpose admeasuring about ———— Sq. Mtrs. of Carpet area on —H (E——TH) FLOOR in the of building known as **"Shivaji SANKUL-4"** being developed on the said land and has agreed to pay the cost of construction along-with the price for undivided share in land relatable to the built up area of the said Apartment to the Vendor/ Promoter; AND

WHEREAS on demand from the Allottee/Purchaser, the Vendor/ Promoter has given inspection to the Allottee/Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Promoter's Architect SHRI. SUBHASH DEVIDAS BHARSAKALE 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 advocate, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the

Vendor/Promoter to the project land on which the Apartments are constructed have been annexed hereto; AND

WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the local authority have been annexed hereto; AND

WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor/Promoter while developing the project land & 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 Allottee/Purchaser has applied to the Vendor/ Promoter for allotment of Apartment No. ------ on -----TH (----------) FLOOR situated in the said building named as **"Shivaji Sankul-4"**, being constructed on the said project land; AND

WHEREAS the carpet area of the said Apartment is ---------- Sq. Mtrs. and 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/Purchaser have paid to the Vendor/Promoter a sum of Rs.------ ----------/-(Rupees ---------- Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Promoter to the Allottee/Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor/Promoter both hereby admit and acknowledge) and the Allottee/Purchaser has/have agreed to pay to the Vendor/Promoter the balance of the sale consideration in the manner hereinafter appearing; AND

WHEREAS, under section 13 of the said Act the Vendor/Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/Purchaser, being in fact these presents and also to register said Agreement under the Registration Act 1908; AND

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Apartment.

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

1. The Vendor/Promoter shall construct the proposed building consisting of Residential Units on the parcel of land described here-in to be known and styled as **"Shivaji Sankul-4"**, consisting of ground, and 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.

1.1. The Allottee/Purchaser hereby agrees to purchase from the Vendor/Promoter and the Vendor/Promoter hereby agrees to sell to the Allottee/Purchaser the Apartment bearing No. ———, having carpet area admeasuring ———— Sq. Meters on ----TH (----------) FLOOR in the building **"Shivaji Sankul-4"**, (hereinafter referred to as **"the Apartment"**) as shown in the Floor plan thereof hereto annexed for a consideration of **Rs.————/- (Rupees ———— Only)** including the proportionate 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.

1.2. The Allottee/Purchaser has paid on or before execution of this agreement a sum of **Rs. ————/- (———— Only)** as advance payment or application fee and hereby agrees to pay to that Vendor/Promoter the balance amount of **Rs. ————/- (Rupees ———— Only)** in the following manner:-

SCHEDULE – "E"

Rs. 0,00,000/-	**Rs.0,00,000/-** (Rupees ———) Only***(10% of the total consideration)*** paid by the Purchaser to the Vendor at the time of booking vide cheque no.———— --- drawn on ———— **Bank** of India on date –/—/2022

Rs. 0,00,000/- **(Rupees ————————————)** Only ***(20% of the total consideration)*** paid by the Purchaser to the Vendor at the time of Agreement.

Rs. 0,00,000/- **(Rupees ————————————)** Only ***(15% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the PLINTH of the building

Rs. 0,00,000 /- **(Rupees ————————————**) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the GROUND -Floor slab.

Rs. 0,00,000 /- **(Rupees ————————————**) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the GROUND -Floor slab.

Rs. 0,00,000 /- **(Rupees ————————————**) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the FIRST -Floor slab.

Rs. 0,00,000 /- **(Rupees ————————————**) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the SECOND -Floor slab.

Rs. 0,00,000 /- **(Rupees ————————————**) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the THIRD -Floor slab.

Rs. 0,00,000 /- **(Rupees ————————————**) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the FOURTH -Floor slab.

Rs. 0,00,000 /- **(Rupees Two Lakh Five Thousand One Hundred)** Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the the walls, internal plaster, flooring, doors and windows of the said apartment.

Rs. 0,00,000 /- **(Rupees** ————————————) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the, Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment

Rs. 0,00,000 /- **(Rupees** ————————————) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the, external plumbing & external plaster, elevation, terraces with water proofing of the building in which the said apartment is located.

Rs. 0,00,000 /- **(Rupees** ————————————) Only ***(10% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobbies, plinth protection, paving of the building in which the said Apartment is located.

Rs. 0,00,000 /- **(Rupees** ————————————) Only ***(5% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. 0,00,000 /- **(Rupees** ————————————)

1.3 The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Promoter by way of Value Added Tax, Service Tax, SGST, CGST, IGST and any other type of GST,

Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor/Promoter) up to the date of handing over the possession of the [Apartment].

1.4 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 Vendor/Promoter undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor/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/Purchaser, which shall only be applicable on subsequent payments.

1.5 The Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser by discounting such early payments @——% per annum for the period by which the respective installment 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/Purchaser by the Vendor/Promoter.

1.6 The Vendor/Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building **"Shivaji Sankul-4"** 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 Vendor/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/Promoter shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Vendor/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.

1.7 The Vendor/Promoter has confirmed the final carpet area that has been allotted to the Allottee/Purchaser which is as per Deed of Declaration and as per sanctioned Plan. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Vendor/ Promoter shall demand additional amount from the Allottee/ Purchaser 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 1.1 of this Agreement.

1.8 The Allottee/Purchaser authorizes the Vendor/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 Vendor/Promoter may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Vendor/Promoter to adjust his/her payments in any manner.

2.1 The Vendor/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/Purchaser obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Vendor/Promoter as well as the Allottee/Purchaser. The Vendor/Promoter shall abide by the time schedule for completing the project and handing over the (apartment) to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the occupancy certificate or the completion certificate Allottee/Purchaser or both, as the case may be.

Similarly, the Allottee/Purchaser 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 of **"Shivaji Sankul-4"** by the Vendor/ Promoter as provided in clause **(1.2) SCHEDULE- E** herein above. ("Payment Plan").

3 The Vendor/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **2653.41 sqm (1.80 FSI)** only and Vendor/Promoter has planned to utilize Floor Space Index of **1.41 (2081.84SQM)** by availing of TDR of **589**

sq.mts. and special cases 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 Vendor/Promoter has disclosed the Floor Space Index of **1.80** as proposed to be utilized by him on the project land in the said Project **"Shivaji Sankul-4"** and Allottee/Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Promoter only.

4.1 If the Vendor/Promoter fails to abide by the time schedule for completing the project **"Shivaji Sankul-4"** and handing over the Apartment to the Allottee/Purchaser, the Vendor/Promoter agrees to pay to the Allottee/Purchaser who does not intend to withdraw from the project, interest as specified in the Rule, (the applicable interest rate of State Bank of India plus 2% as on the date of delivery of the possession,) on all the amounts paid by the Allottee/Purchaser. The Allottee/Purchaser agrees to pay to the Vendor/Promoter r, interest as specified in the Rule, (the applicable interest rate of State Bank of India plus 2% as on the date of delivery of the possession,) on all the delayed payment which become due and payable by the Allottee/Purchaser to the Vendor/Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser to the Vendor/ Promoter.

4.2 Without prejudice to the right of Vendor/Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Vendor/Promoter r under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of instalments, the Vendor/Promoter shall at his own option, may terminate this Agreement:

Provided that, Vendor/Promoter shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, 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/Purchaser fails to rectify the breach or breaches mentioned by the Vendor/Promoter within the period of notice then at the end of such notice period, Vendor/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Promoter shall refund to the Allottee/Purchaser (subject to deduction of 10% of consideration amount plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages,) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/Purchaser to the Vendor/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 Vendor/Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Vendor/Promoter shall give possession of the Apartment to the Allottee/Purchaser/s on or before ----st day of J---------- 2022. If the Vendor/Promoter fails or neglects to give possession of the Apartment to the Allottee/Purchaser on account of reasons beyond its control then the Vendor/Promoter shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor/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 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 **Procedure for taking possession** - The Vendor/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the

Vendor/Promoter shall give possession of the [Apartment] to the Allottee/Purchaser. The Vendor/Promoter agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/Promoter or association of Allottee/Purchaser, as the case may be. The Vendor/Promoter on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.1 Provided further that the Vendor/Promoter shall not deliver the actual physical possession of the said Apartment to the Allottee/Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees as applicable are paid by the Allottee/Purchaser in full to the Vendor/Promoter hereto. Any other Govt. taxes, if applicable, at the time of Sale Deed, will be borne by the Allottee/Purchaser.

7.2 The Allottee/Purchaser shall take possession of the Apartment within seven days of the written notice from the Vendor/Promoter to the Allottee/Purchaser/s intimating that the said Apartments is ready for use occupancy.

7.3 **Failure of Allottee/Purchaser to take Possession of Apartment**: Upon receiving a written intimation from the Vendor/Promoter as per clause 7.1, the Allottee/Purchaser shall take possession of the Apartment from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the Apartment to the Allottee/Purchaser.

In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

That the Vendor/Promoter shall execute a Sale Deed in respect of the property hereby agreed to be sold on receipt of the entire sale consideration and other charges as stated herein before from the Allottee/Purchaser.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Vendor/Promoter any structural defect in the

Apartment or the building **"Shivaji Sankul-4"** in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Vendor/Promoter, compensation for such defect in the manner as provided under the Act.

In case any defect found in the proprietary items used in construction of said Apartment, the Allottee/Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor/Promoter shall always cooperate and assist the Allottee/Purchaser in this regard. It is specifically brought to the notice of the Allottee/Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such air cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are affected at the request of the Allottee/Purchaser, then the defect Liability will not be applicable to such modified Specification items.

Similarly if the Allottee/Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor/Promoter shall not be liable for make good of the defect.

8 The Allottee/Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence Allottee/Purchaser shall use the parking space only for purpose of keeping or parking vehicle

9 The Allottee/Purchaser along with other Allottee/Purchasers of Apartments in the building shall join in forming and registering the Society or Association to be known by such name as the Vendor/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 and for becoming a member, including the bye-laws of the proposed Society or Association and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee/Purchaser, so as to enable the Vendor/ Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee/Purchaser 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 as the case may be, or any other Competent Authority.

9.1 The Vendor/Promoter shall, within three months of registration of the Society or Association, as aforesaid, cause to be transferred to the society or Association all the right, title and the interest of the Vendor/ Promoter in the said structure of the Building or wing in which the said Apartment is situated.

9.2 Within 15 days after notice in writing is given by the Vendor/ Promoter to the Allottee/Purchaser that the Apartment is ready for use and occupancy, the Allottee/Purchaser 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 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. Until the Society or Association is formed and the said structure of the building is transferred to it, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee share is so determined the Allottee shall pay to the Vendor/Promoter provisional monthly contribution of Rs.-———/-per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Vendor/Promoter shall not carry any interest and remain with the Vendor/Promoter..

10 The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

i. Rs. --------/- for share money, application entrance fee of the Society or Association
ii. Rs. -------/- for formation and registration of the Society or Association &
iii. Rs. ------/- for proportionate share of taxes and other charges/levies in respect of the Society or Association &
iv. Rs. ----0/- for deposit towards provisional monthly contribution towards outgoings of Society or Association. &
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 /plot or by the site suitable to the authority

11 The Allottee/Purchaser shall pay to the Vendor/Promoter a sum required for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Vendor/Promoter in formation of the said society & for preparing its rules, & in connection with cost of preparing and engrossing the Agreement to sale OR assignment of lease.

12 At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Vendor/Promoter, the Allottee/Purchaser share of stamp duty and registration charges payable, by the said Society or Association on such conveyance or lease 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 Allottee/Purchaser share 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 land to be executed in favour of the concerned authority

That the Vendor/Promoter has dedicated the said Project **"Shivaji Sankul-4"** to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing and registering a Deed of Declaration u/s 2 of the said Act registered with Sub Registrar of Amravati at Amravati as per the provisions of the relevant land Laws. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye- laws appended thereto shall always remain binding upon the Allottee/Purchaser and her/his/their successors in title.

THAT the Allottee/Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multi-storyed Building **"Shivaji Sankul-4"** shall be of common use of all the

Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Allottee/Purchaser severally or jointly with any other Apartment Owner or Owners.

13 REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ PROMOTER

The Vendor/Promoter hereby represents and warrants to the Allottee/Purchaser as follows:

i. The Vendor/Promoter is absolute owner of 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 **"Shivaji Sankul-4"**,

ii. The Vendor/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project. and shall obtain requisite approvals from time to time to complete the development of the project **"Shivaji Sankul-4";**

iii. There are no encumbrances upon the project land or the Project **"Shivaji Sankul-4"** 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 **"Shivaji Sankul-4"** 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 ***"Shivaji Sankul-4"*** and the Vendor/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 Vendor/Promoter has the right to enter into the agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;

vii The Vendor/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/Purchaser under this Agreement;

viii The Vendor/Promoter confirms that the Vendor/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser 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; till the handing over of the possession to the buyers of the apartment.

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.

xii. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

14 The Allottee/Purchaser hereby covenants with the Vendor/ Promoter as follows :-

i. To maintain the Apartment at the Allottee/Purchaser 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 "Shivaji Sankul-4" 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/Purchaser in this behalf, the Allottee/Purchaser 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 Vendor/Promoter to the Allottee/Purchaser 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser 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 tenantable 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 Vendor/Promoter and/or the Association of the Apartment Owners.

v. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Allottee/Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vi. 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 "Shivaji Sankul-4" in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. 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.

viii. Pay to the Vendor/Promoter within seven days of demand by the Vendor/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.

ix. 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/Purchaser for any purposes other than for purpose for, which it is sold.

x. The Allottee/Purchaser 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/Purchaser to the Vendor/Promoter under this Agreement are fully paid up.

xi. The Allottee/Purchaser shall observe, perform and adopt all the rules and regulations of the ***"Shivaji Sankul-4"*** Apartment Owners Association 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/Purchaser shall also observe and perform all the stipulations and conditions laid down under the ***"Shivaji Sankul-4"*** Apartment Owners Association Condominium

xii. **THAT** the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Allottee/Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto

15 The Vendor/Promoter shall maintain a separate account in respect of sums received by the Vendor/Promoter from the Allottee/Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which it has been received.

16 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/Purchaser 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 Vendor/Promoter until the said structure of the building is transferred to the prospective buyers.

17 VENDOR/PROMOTER SHALL NOT MORTGAGE CREATE A CHARGE:

After the Vendor/Promoter executes this Agreement it 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/Purchaser who has taken or agreed to take such Apartment.

18 BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Vendor/Promoter does not create a binding obligation on the part of the Vendor/Promoter or the Allottee/Purchaser until, firstly, the Allottee/ Purchaser 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/Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor/Promoter. If the Allottee/Purchaser fails to execute and deliver to the Vendor/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and / or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Promoter, then the Vendor/Promoter shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within (15) fifteen days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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.

20. RIGHT TO AMEND

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

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

22. 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser/(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 in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor/Promoter through its authorized signatory at the Vendor/Promoter Office, or at some other place, which may be mutually agreed between the Vendor/Promoter and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/ Purchaser and the Vendor/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.

26. The Allottee/Purchaser and/or Vendor/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 Vendor/Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/Purchaser and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Vendor/Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below

Name & Address of ALLOTTEE/PURCHASER

_____

_____

_____

Notified Email ID : _____

VENDOR/PROMOTER'S name:

SHRI. SUBHASH DEVIDAS BHARSAKALE

Address -
"Deusha, near Atul mangal karyalaya, Rukhmini nagar, Amravati-444606

Notified Email ID:

subhash_db@yahoo.co.in

It shall be the duty of the Allottee/Purchaser/s and the Vendor/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 Vendor/Promoter or the Allottee/Purchaser/s, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottee/Purchaser all communications shall be sent by the Vendor/Promoter to the Allottee/Purchaser 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 Allottee/Purchaser.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

30. 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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. 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 & the Amravati courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the VENDOR/PROMOTER and the ALLOTTEE/PURCHASER/S have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of

any kind, at AMRAVATI in presence of the attesting witnesses signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

SCHEDULE- A

Description of the Project land

ALL THAT Piece and Parcel of land bearing Layout Plot No. **12A, 5 part & 6 part** containing by admeasurement **1474.10** Sq. Mtrs. being a part or portion of the entire land bearing Survey No. 24/2 & 24/1B, 24/1C, 24/1D situated at Mauje Akoli, within the area of Amravati Municipal Corporation in Tahsil and District – Amravati and bounded as under :-

ON THE EAST	=	BY Plot No. 5 part & 6 part
ON THE WEST	=	BY 9.00 m wide road
ON THE NORTH	=	BY 12.00 m wide D.P. Road
ON THE SOUTH	=	BY S.No. 24/2 Part.

SECOND SCHEDULE ABOVE REFERRED TO

SCHEDULE - B

Description of the Apartment

NAME OF BUILDING : "Shivaji Sankul-4"

Apartment No.	Floor	Carpet Area Sq. Mtrs	Balcony Area Sq. Mtrs	Undivided Share in Land (%)
------	-------	00.00	00.00	0.000

The said Apartment is bounded as under :

ON THE EAST	:	BY APARTMENT NO.------
ON THE WEST	:	BY APARTMENT NO.------,
ON THE NORTH	:	BY APARTMENT NO.------
ON THE SOUTH	:	BY APARTMENT NO.------,

[Description of common areas and facilities]

a) The piece & parcel of land described in paragraph FIRST of this Deed.

b) Common area leading to the Stair Way.

c) Compound wall with 2 (Two) Grill Gates are provided to the said Building for ingress and egress of Apartment Owners.

d) The following facilities are located throughout the building.

i) One Staircase is provided to Building.

ii) A Bore well with Electric Motor and Pump.

iii) A Sump with Electric Motor and Pump.

iv) Plumbing network, throughout the building.

v) Electric wiring network throughout the building.

vi) Necessary light and ONE public tap water connection.

vii) ONE R.C.C. overhead Water Tank for the Building.

viii) The foundation and main walls, columns, beams and roofs of the building as described in the plan, which forms a part of this Deed as Exhibit-A hereof.

ix) Stairway, passages and lobby referred to in this Deed which leads from the Ground to the roof of the Building

x) One No. passenger lift

xi) AND in general, all apparatus and installations existing for common use.

xii) Septic Tank

xiii) Open Land around the Building as described in this deed.

IN WITNESS WHEREOF the **VENDOR/PROMOTER** and the **ALLOTTEE/PURCHASER/S** have in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(SUBHASH DEVIDAS BHARSAKALE) VENDOR
02			(----------) PURCHASER

WITNESSES : The Executants hereto have read the contents appearing in this **Agreement to Sell** in our presence and have stated that they have understood the terms and conditions enumerated herein which is correct and binding on them and have signed in our presence.

I			---------- WITNESS NO. (1)
II			---------- WITNESS NO. (2)