

SAMPLE COPY

AGREEMENT OF SALE

in respect of

SHRI JAI AMBA APARTMENT XV

Mouja - Shiggaon, Tahsil No. 388, Plot @ Rs. 26,700/- per Sq.mtr.

Stamp Duty is paid as per Government Rule & Regulations.

[D.O.D. Regl.en _____ at Ser. No. _____ with S.R.O., Amr.]

Govt. Valued of Rs. _____/-

Agreement of Sale Valued at Rs. _____/-

Total Sale consideration at Rs. _____/-

[Stamp duty of Rs. _____/- & Registration charges of Rs. _____/- is paid challan]

THIS AGREEMENT OF SALE is made and executed on this _____ Day of _____, 2017 between:-

1) **Sau. Nirmalatal Prabhakarao Hedao**,
Aged about 57 years, occu. > Pensioner,
R/o. Pals, Tq. Warud, Dist. Amravati.

2) **Sau. Ushatal Gaurishankar Barapatre**,
Aged about 50 years, occu. > Housewife,
R/o. Khanapur, Tq. Morshi, Dist. Amravati Pin _____

Hereinafter referred to the "**ORIGINAL OWNERS of Plot No. 33**" (which expression unless repugnant to the context, shall always mean and include its legal heirs, successors, executors and assigns)

Through it's Special Power of Attorney

[By virtue of Agreement of Development and Building Construction with Special Power of Attorney dated 17.12.2017 registered at Ser. No. 3859/2016 with SRO No. 2, Amravati City]

Nilesh Associates through it's Prop.

Shri. Nilesh Prakashrao Thakare, [PAN ADXPT8370Q]

Age 41 years, Occ. Business,

R/o. Vijay Colony, Kathora Road, Amravati.

Tq. & Dist. Amravati. 440013

Hereinafter referred to as the "**OWNER of Plot No. 34 and VENDOR/ PROMOTER**" (which expression unless repugnant to the context, shall always mean and include their legal heirs, successors and assigns) being the party of **FIRST PART**;

AND

Shri.

(PAN),

Aad: Yrs. Occ.

R/o

Tq. and Dist. Amravati, Pin No.

Hereinafter referred to as the **"ALLOTTEE OR PURCHASER"** which expression unless repugnant in the context, shall always mean and include their legal heirs, successors and assigns) being the party of **SECOND PART:**

WHEREAS the Owner **Sau. Nirmalatal Prabhakarao Hedao and Sau. Ushatal Gaurishankar Barapatre** is the joint owner and possessor of property situated at **Menje- Shegaon**, Pragane-Nandgaon Path, Tq. and Dist. Amravati, within the limits of Municipal Corporation of Amravati and jurisdiction of Joint Sub Registrar of Amravati City, out of which **Field Survey No. 49/2**, out of which 1 Hectar 34 R agriculture land layout conversion is passed by Hon'ble Collector, Amravati vide Rev. Case No. N&P-34/Shegaon-24/1989-90 order dated 31.12.1988, known as "Atandwadi, Kathora Road, Amravati", out of which layout converted Plot No. 33 having admeasuring 3467.6 sq.fts. (310 sq.mts.) and **Promoter Nilesh Associates** through it's Prop. **Shri. Nilesh Prakashrao Thakare** is the owner and possessor of property of the same layout converted Plot No. 34 having admeasuring 3573.68 sq.fts. (318 sq.mts.) and both plot total admeasuring 1028 sq.mts. (11061.28 sq.fts.) and said plot is commonly bounded as under:-

Towards East	- Layout Plot No. 14, 15 and 17,
Towards West	- 100 ft. wide Amravati to Kathora Road,
Towards North	- 30 ft. wide Road,
Towards South	- Plot No. 32

and above referred property more particularly described in "Schedule A" annexed hereto (Hereinafter referred to as **"The Project Land"**).

WHEREAS the Owner of above referred Plot No. 33 to get the said property developed and hence the owner has agreed to enter into Agreement of Development and Building Construction with Special Power of Attorney with Vendor/Promoter **Nilesh Associates** through it's Prop. **Shri. Nilesh Prakashrao Thakare** vide Reg. Srl No. 3859/2016 dated 17.12.2016

(Hereinafter referred to as "The Development Agreement") and after the said agreement Vendor is in possession of the said project land and, Promoter **Nilesh Associates** through its Prop. **Shri. Nilesh Prakashrao Thakare** owner and possessor of the of the above referred plot No. 34 and same is purchased from **Sau. Mangala Ashokrao Senkumare** and **Sau. Nirmalabai Prabhakarao Hedao** vide Reg. sale deed dated 13.10.2015 at Srl. No. 4169/2015.

AND WHEREAS promoter Nilesh Associates through Prop. Shri. Nilesh Prakashrao Thakare and **Sau. Nirmalabai Prabhakarao Hedao** and **Sau. Ushatai Gaurishankar Harapatre** has amalgamated the said two plots, as per order passed by Town Planning Authority of Municipal Corporation of Amravati as per vide order No. 1467 dated 21.11.2016 and order passed by Collector as per Rev. Case No. NAP-34/Shigam-73/2016-17 dated 31.12.2016.

AND WHEREAS the promoter purchased T.D.R. rights by way of two different sale deed i.e. 1) sale deed dated 27.01.2017 registered at Srl. No. 352/2017 with the Sub-Registrar of Amravati City, executed by the previous owner Shri. Subhash Devadasrao Bharsakhia, T.D.R. rights equivalent to 465 sq.mts. from out of the T.D.R. certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/23/2010 dated 01.01.2011 and Certificate No. 23 and 2) sale deed dated 16.03.2017 registered at Srl. No. 938/2017 with the Sub-Registrar of Amravati City, executed by the previous owner Datta Fertilizers and Chemical Pvt. Ltd. through Managing Director Shri. Ashokkumar Patanjali Soni, T.D.R. rights equivalent to 60 sq.mts. from out of the T.D.R. certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/57/2013 dated 09.02.2015 and Certificate No. 57 and more particularly described in "First Schedule at Srl. No. (ii) (1) and (2)" hereto

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

AND WHEREAS Vendor/Promoter has applied with the Municipal Corporation, Amravati for the sanction of map of propose construction on

said project land and which has been duly approved and sanctioned by the Municipal Corporation, Amravati vide Order No. 0698 dated 20.09.2017, and the vendor has chosen to describe the said building known as **"SHRI JAI AMBA APARTMENT-XV"**, and,

WHEREAS while seeking sanction to the building plan, the promoter has taken the benefit of the TDR rights described at Sri. No. (iii) in the schedule-A hereto for getting more Floor Space Index.

AND WHEREAS the Vendor/Promoter has executed **DEED OF DECLARATION** under section 2 of the Maharashtra Apartment ownership Act, 1970 dated, registered at Sri. No. with the office of Sub Registrar, Amravati City, Amravati and thereby submitted the said land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the above referred property i.e. project land is free from all types of dispute, encumbrances, litigation and said property not affected by way of any means, and,

WHEREAS the Vendor/Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the norms hereinabove, and,

WHEREAS the Vendor/Promoter is the possession of the project land, and,

WHEREAS the Vendor/Promoter has proposed to construct on the project land building **"SHRI JAI AMBA APARTMENT-XV"** consist there are on basement floor exclusively reserved for ample parking space, lift and staircase, on lower ground floor there are thirteen shop unit and parking place, on upper ground floor there are fourteen shop unit, one hall, on first floor there are five hall unit and on second to fifth floor there are five independent apartments/family units in each floor, respectively, and,

WHEREAS the Allottee is offered an Apartment bearing Number on the Floor, (herein after referred to as the said "Apartment") of the Building called **"SHRI JAI AMBA APARTMENT-XV"**, (herein after referred to as the said **"Building"**), by the Vendor/Promoter, and,

WHEREAS the Vendor/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 Architect, and,

WHEREAS the Vendor/Promoter has registered the Project under the provision of the Act with the **Real Estate Regulatory Authority at Mumbai Reg. No.**; authenticated copy is attached in Annexure 'F', and,

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

WHEREAS on demand from the allottee, the Vendor/Promoter has given inspection to the Allottee of all the documents of title relating to the project land and plans, designs and specifications prepared by the Vendor/Promoter's Architect Mr. and of such other documents as are specified under Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder, and,

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or Advocate of the Vendor/Promoter; authenticated copies of Property card or extract of Village Forms VI and II and XII 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 or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively, and,

WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1, and,

WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor/Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2, and,

WHEREAS the 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 annexed and marked as Annexure D, and,

WHEREAS the promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, section and of the said building/s and shall be obtained the balance

approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building, and,

WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and perform by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

WHEREAS the Vendor/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans, and,

WHEREAS the Allottee has applied to the Vendor/Promoter for allotment of an Apartment No. on the Floor in the situated in the building "Shri Jai Amba Apartment-XV", of the said project, and,

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

WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter, and,

WHEREAS prior to the execution of these present the Allottee has paid to the Vendor/Promoter a sum of Rs./- (Rs. only), being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Vendor both hereby admit and acknowledge) and the Allottee has agreed to pay to the Vendor/Promoter the balance of the sale consideration in the manner hereinafter appearing, and,

WHEREAS the Vendor/Promoter has registered the Project under the provision of the Real Estate (Regulation & Redevelopment) Act, 2016

with the Real Estate Regulatory Authority at RERA Reg. No. and.

WHEREAS under section 13 of the said Act the Promoter is required to be executed a written Agreement for sale of said Apartment with the Allottee, being in fact these present and also to register said Agreement under the Registration Act, 1908.

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

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

1) The Vendor/ Promoter shall construct the said **building consisting of basement, lower and upper ground floor and five upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modification which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the Vendor/ Promoter and the Vendor/ Promoter hereby agrees to sell to the Allottee **Apartment No. having carpet area measuring sq. meters on floor** in the building **"Shri Jai Amba Apartment-XV"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2** for the consideration of Rs./- including Rs./- being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The total aggregate consideration amount for the apartment is thus Rs./-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs./- (Rs. only) (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to that

Vendor/Prompter the balance amount of Rs. _____ /- (Rs. _____ only) in the following manner :-

- (i) 10% at the time of Agreement to sale,
- (ii) 20% within eight days from Agreement to sale,
- (iii) 15% on completion of plinth,
- (iv) 10% on completion of Third slab,
- (v) 10% on completion of fifth slab,
- (vi) 10% on completion of Walls, Internal Plaster, Floorings of the said Apartment,
- (vii) 5% on completion of Sanitary Fittings, staircase, liftwells, lablins upto floor levels, doors and windows of the said apartment,
- (viii) 5% on completion of external plumbing, external finishing, elevation, terrace with water proofing of the building,
- (ix) 10% on completion of the lift, water pumps, electrical fittings, electro-mechanical and other environment requirements, entrance, parking of area appartam and all other requirements as may be prescribed in the Agreement of sale of the said Apartment is located,
- (ix) 5% At the time of handing over possession of the Apartment to the Allottee or on receipt of completion certificate, whichever is earlier.

1(d) The Total Price of the apartment is Rs. _____ /-. Besides the cost of apartment, the allottee/purchaser has to pay the applicable taxes to the promoter/vendor separately.

1(e) The Total Price is escalation-free, save and except escalation/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charge which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor/Prompter 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 Vendor/Prompter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the

occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within thirty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.

1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payment in any manner.

2.1 The promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restriction 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 certificate in respect of the apartment.

2.2 Time is essence for the promoter as well as the allottee/purchaser. The promoter shall abide by the time schedule for completing the project and handing over the apartment/office to the allottee/purchaser and common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreements subjects to the simultaneous completion of construction by the promoter as provided in above para.

3. The promoter hereby declares that the Floor Space Index available as on dated in respect of the project land is **1028 sq.mtrs** only and Promoter has planned to utilize Floor Space Index of **1.40** by availing of TDR or FSI available on payments 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 avail-

able in future on modification to Development Control Regulations, which are applicable to the Project. The Promoter has disclosed the Floor Space Index of 1.40 as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the Proposed construction and and sale apartments to be carried out by promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to promoter only.

4.1 If the promoter fails to abide by the time schedule for completing the project and handing over the apartments to the Allottee, the promoter agrees to pay to the Allottee/purchaser, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the Allottee/purchaser for every month of delay, till the handing over of the possession. The Allottee/purchaser agrees to pay to the promoter, interest as specified in the rule, on all the delayed payments which become due and payable by the Allottee/purchaser to the promoter under the terms of this agreement from the date the said amount is payable by the Allottee/purchaser to the promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of above para, on the Allottee/purchaser committing default in payments on due date of any amount due and payable by the Allottee/purchaser to the promoter under this agreement and on the Allottee/purchaser committing three defaults of payments installments, the promoter shall at his own option, terminate this agreement.

Provided that, promoter shall give notice of fifteen days in writing to the Allottee/purchaser, registered post AD at the address provided by the Allottee/purchaser and mail at e-mail address provided by the Allottee/purchaser, of his intention to be terminated this agreement and of the specific breach of terms and condition in respect of which it is intended to be terminated the agreement. If the Allottee/purchaser 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 and he can recover liquidated damages from Allottee/purchaser.

Provided further that upon termination of this agreement as aforesaid, the promoter shall be refunded to the Allottee/purchaser by deducting the amount of liquidated damages, which may be payable to promoter within a period of thirty days of the termination.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brands, or proc

range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E' annexed hereto.

6. The promoter shall give possession of the apartment to the Allottee/purchaser **on or before 31st December, 2023**. If the promoter fails or neglects to give possession of the apartments, then the promoter shall be liable on demand to refund to the Allottee/purchaser the amounts already received by him in respects of the Apartment with interest at the same rate as may mentioned in the rules from the date promoter received the sum till the date the amounts and interest there on is repaid.

Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of apartments on aforesaid date, if the completion of building in which the apartments is to be situated is delayed on account of,

- (1) war, civil commotion or act of God,
- (2) any notice, order, rule, notifications of the governments and/or other public or competent authority/court.

7.1 Procedure for taking possession - the promoter, upon obtaining the occupancy certificate from the competent authority and the payments made by the Allottee/purchaser as per the agreement shall offer in writing the possession of apartments, to the Allottee/purchaser, in terms of this agreements to be taken within three months from the date of issue of such notice and the promoter shall give possession of the apartment to the Allottee/purchaser. The promoter agrees and undertakes to indemnify the Allottee/purchaser in case of failure fulfillment of any of the provisions, formalities, documentation on part of the promoter/owner. The Allottee/purchaser agree to pay the maintenance charges as determined by the promoter or association of allottee/purchaser, as the case may be.

7.2 The Allottee/purchaser shall take possession of the apartment within 15 days of the written notice from the promoter to the allottee/purchaser intimating that the said apartments are ready for use and occupancy.

7.3 Failure of Allottee/purchaser to take Possession of apartment/office: Upon receiving a written intimation from the Promoter as per aforesaid clause, the Allottee/purchaser 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/purchaser. In case the Allottee/purchaser fails to take possession within the time provided in above clause such Allottee/purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee/purchaser, the Allottee/purchaser 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/purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

9. The Allottee/purchaser along with other Allottee(s) of Apartments in the building shall join in forming and registering the Association or to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the bye-laws of the proposed Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws.

9.1 The Promoter shall, within three months of registration of the Association, as aforesaid, cause to be transferred to the Association all the right, title and the interest of the original owner/promoter and/or the owners in the said structure of the building or wing in which the said apartments is situated.

9.2 Within 15 days after notice in writing is given by the promoter to the Allottee that the apartment or office unit 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/Office) 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 bulldo collectives, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project and buildings. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Re,

...../- per month towards the outgoings. The Allottee shall pay to the Association of the Apartment owners, a sum of Rs./- (Rs. only) and Shop and hall Owner a sum of Rs./- (Rs. only) as and by way of one time maintenance charges. The said amount shall be invested by the Association with any bank or financial institution and the interest accrued thereon shall be utilized for the maintenance of the common area and facilities of the building and the payment of taxes et. in respect of the common area. If there would be any deficit amount for bearing such expenses then the balance shall be paid by the Allottee. The amount so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the Association as aforesaid. on such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits less deduction provided for in this Agreement shall be paid over by the Promoter to the Association of the apartment owner of the building.

10. The Allottee/purchaser shall on or before delivery of possession of the said premises keep deposited with the promoter/owner, the following amounts:-

- (i) Rs./- for share money of the Association.
- (ii) Rs./- for formation and registration of the Association.
- (iii) requisite amount for proportionate share of taxes and other charges/levies in respect of the Association.
- (iv) Rs./- for deposit towards provisional monthly contribution to wards maintenance of the lift for a period of Five years.
- (v) Rs./- for electric and other utility and services connection charges.

11. The allottee/purchaser shall pay to the promoter a sum of Rs./- for meetings all legal cost charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the promoter in connection with formation of the said Association and for preparing its rules, regulations and bylaws and the cost of preparing and engrossing the conveyance or assignment of lease .

12. Representation and warranties of the Promoter

The promoter here by represents and warrants to the allottee/purchaser as follows:

- I. The promoter has clear and marketable title with respect to the project land; as declared in the title report as annexed to this agreement and has

the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

II. The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the projects and shall obtain requisite approvals from time to time to complete the development of project;

III. There are no encumbrances upon the project land or the project except those disclosed in 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/purchaser herein, may prejudicially be affected;

VII. The Promoter has not entered into any agreement for sale and/or development 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 Promoter confirms that the 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 allottee/purchaser, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/purchasers;

X. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other duties, 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.

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

I. To maintain the Apartment at the Allottee/purchaser's own cost in good and tenable repair and condition from the date 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 in 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 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 alter-

ation of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color 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 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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/purchaser for any purpose other than for purpose for which it is sold.

ix. 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 Promoter under this Agreement are fully paid up.

x. The Allottee/purchaser 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 Apartment therein and for the observance and performance of the Building Rules, Regulations and By-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 by the Association regarding the occupancy and use of the Apartment in the Building and shall pay contributions 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 Association, the Allottee/purchaser 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 in favour of Apex Body or Federation, the Allottee/purchaser shall permit the Promoter and 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.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/purchaser 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.

15. 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 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 herein before mentioned.

16. Promoter shall not Mortgage or create a charge - The Promoter execute 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.

17. 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 sign 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 sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

18. 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.

19. Right to amend :

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

20. Provisions of this Agreement applicable to Allottee/Subsequent Allottee :

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

21. Severability :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 extent necessary to conform to Act or the Rules and Regulations made there under 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.

22. 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 in the Project.

23. Further Assurances - Both the parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provision of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. Place of Execution - The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoters Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Amravati.

25. The Allottee/purchaser and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____ Name of Allottee/purchaser

_____ (Allottee/purchaser's Address)

Notified Email ID: _____

Nilesh Associates through it's Prop.

Shri. Nilesh Prakashrao Thakare

R/o. Vjay Colony, Kathora Road, Amravati,

Dg. & Dist. Amravati.

Notified Email ID:

for self and Power of Attorney for

- 1) **Sau. Nirmalatai Prabhakarao Hadao,**
- 2) **Sau. Ushatai Ganishankar Barapatre,**

It shall be the duty of the Allottee/purchaser 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/purchaser, as the case may be.

27. Joint Allottees :

That in case there are joint Allottee/purchasers all communications shall be sent by the 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/purchasers.

28. Stamp Duty and Registration :

The charges towards stamp duty and registration of this agreement shall be borne by the allottee/purchasers.

29. Dispute Resolution :

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations, thereunder.

30. Governing Law :

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Amravati Court will have the jurisdiction for this agreement.

IN WITNESS WHEREOF parties herinaabove named have set their respective hands and signed this agreement for sale at **Amravati** in the presence of attesting witness, signing as such, on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

(i) "All the piece and parcel of land situated of **Mouje- Shegaon**, Pragane-
Nandgaon Peth, Tq. and Dist. Amravati, within the limits of Municipal Cor-
poration of Amravati and jurisdiction of Joint Sub Registrar of Amravati
City, out of which **Field Survey No. 49/2**, out of which 1 Hecter 34 R
agriculture land layout conversion is passed by Hon'ble Collector, Amravati
vide Rev Case No. NAF-34/Shegaon-34/1989-90 order dated 31.12.1989,
known as "Anandwadi, Kathura Road, Amravati", out of which layout con-
verted **Plot No. 33** having total admeasuring 5487.5 sq.ft. (510 sq.mts.)
and **Plot No. 34** having total admeasuring 5573.68 sq.ft. (518 sq.mts.)
and both plot total admeasuring 1028 sq.mts. (11061.28 sq.ft.) and said
plot is commonly bounded as under :

Towards East	- Layout Plot No. 14, 16 and 17,
Towards West	- 100 ft. wide Amravati to Kathura Road,
Towards North	- 30 ft. wide Road,
Towards South	- Plot No. 32.

(ii) (1) T.D.R. rights equivalent to 465 sq.mts. from out of the T.D.R certifi-
cate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/
TDR/23/2010 dated 01.01.2011 and Certificate No. 23 for total area 8800
sq.mts. in Zone-B of Amravati, Tq. and Dist. Amravati in lieu of 7500 sq.mts.
of land from out of Field survey No. 331/3 of Mouje-Badnera, Pragane-
Badnera, Tq. and Dist. Amravati, acquired by Amravati Municipal Corpora-
tion for play ground reservation No. 410, under sale deed dated 04.12.2010
registered at Srl. No. 5972/2010.

(ii) (2) T.D.R. rights equivalent to 90 sq.mts. from out of the T.D.R certifi-
cate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/
TDR/57/2015 dated 09.02.2015 and Certificate No. 57 for total area 6600
sq.mts. in Zone-B of Amravati, Tq. and Dist. Amravati in lieu of 6600 sq.mts.
of land from out of Field survey No. 25/5 of Mouje-Akoti, Pragane-Badnera,
Tq. and Dist. Amravati, acquired by Amravati Municipal Corporation for
D.P. Site (Play ground) reservation No. 423, D.P. Site (Library) reservation
No. 424 and D.P. Site (Maternity home) reservation No. 425, under sale
deed dated 24.06.2014 registered at Srl. No. 2242/2014.

SECOND SCHEDULE ABOVE REFERRED TO

Description of the Apartment/Office and the garage/closed parking (if applicable) along with boundaries in all four directions

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee/purchaser (including joint buyers)

Please affix
photograph & sign
across the photograph

Please affix
photograph & sign
across the photograph

(1) _____

(2) _____

At _____ on _____

In the presence of Witnesses:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

Nilesh Associates through it's Prop.

Shri. Nilesh Prakashrao Thakare

for self and Power of Attorney for

1) San. Nirmalatai Prabhakarrao Hedao

2) San. Ushatai Gaurishankar Sarapatre

Please affix
photograph & sign
across the photograph

(1) _____

(Authorized Signatory) Witnesses:

Name: _____

Signature: _____

Name: _____

Signature: _____

Annexure-A

Name of the Attorney at Law / Advocate

Address

Date

No.

Re-

Title Report

Details of the Title Report

The title report of the lawyer is attached with this agreement.

Place: Amravati

Dated _____ day of _____ 2017.

(Signed)

Signature of Attorney-at-Law / Advocate

Annexure-B

(Authenticated copies of property card or extract Village forms VI or II and XII) or any other revenue record showing nature of the title of the promoter to the project land)

Annexure-C

(Authenticated copies of the plans of the layout as approved by the concerned local authority)

Approved layout plan attached with this agreement.

Annexure-D

(Authenticated copy of the registration certificate of the project granted by the Real Estate Regulatory Authority)

Received of and from the allottee above named the sum of Rs. _____ on execution of this agreement towards earnest money deposit or application fee.

I say received:

The Promoter

Nilesh Associates through it's Prop.
Sri. Nilesh Prakashrao Thakare