

AGREEMENT OF SALE

(Market value Rs. _____)

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

(Valuation as per ready reckoner Rs. _____)

(Deed of Declaration registered on 16.12.2017 at Sr. No. 2601/2017)

(Stamp duty Rs. _____)

This AGREEMENT OF SALE is executed at Amravati on this
_____, Day of _____, 2018.

BETWEEN

Orbit Construction, through sole Proprietor

Akshay Anil Jain (Kothari),

Age - 27 years, Occu. - Business

R/o. Shrikrushnapeth, Amravati.

Tq. & Dist. Amravati-444601

PAN No. ALZPJ7213J

Hereinafter called as the "**PROMOTER**" (which expression
Office Premises deem to include his heirs, successors,
executors, administrators and assigns) of the **FIRST PART.**

AND

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

WHEREAS, the promoter became the owner of the land
comprising of pieces and parcels of the plots bearing Layout Plot No.
111, admeasuring 258 sq.mt. (2775 sq.ft.), Layout Plot No. 112
admeasuring 272 sq.mt. (2925 sq.ft.) & and Layout Plot No. 113
admeasuring 285 sq.mt. (3075 sq.ft.) i.e. in all three layout converted
plots having a compact mass with a total area of 815 sq.mt. (8775 sq.ft.)
from out of the layout of the 12 Acres of land bearing Field Survey No.
14/1 of Mouje - Nimbhora Kh., Pragane - Badnera, Tq. & Dist. Amravati

by virtue of sale deed dated 09.04.2012 executed by its previous owner Sau. Rajarani Rajanish Kothari, R/o. Camp Road, Amravati and registered on 12.04.2012 in the office of Sub-Registrar Amravati City No.2 at Document No.1268/2012 and the said land is fully described in the First Schedule (hereinafter referred to as "**the Project Land**").

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

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

AND WHEREAS the promoter is in possession of the project land,

AND WHEREAS, the Promoter abovenamed proposed to construct on the project land described in the First Schedule, a **Multi-Storied** building consisting of separate self contained Shops and Residential Apartments therein and the promoter has chosen to name the said building as "**MAMTA AKSHAY ADITYA PARK**".

AND WHEREAS the Allottee is offered a Shop/Apartment bearing number _____ situated on the _____ floor (herein after referred to as the said "Shop/Apartment") of the Building called "**MAMTA AKSHAY ADITYA PARK**" (herein after referred to as the said "Building") being constructed by Promoter on the project land.

AND WHEREAS the Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai and the copy of registration certificate is attached at **Annexure 'F'**:

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

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of P. R. Card showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the 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 building plan of the building "MAMTA AKSHAY ADITYA PARK", was initially sanctioned by Amravati Municipal Corporation, vide **building permit no. 1100** dated **20.09.2016** and the same was revised vide **Building Permit no. 0051** dated **13.04.2017** and the copy of the said revised plans and specification is annexed hereto and marked as **Annexure-D**.

AND WHEREAS the promoter had executed a DEED OF DECLARATION under section 2 of the Maharashtra Apartment Ownership Act, 1970 on **16.12.2017**, registered at serial no. **2601/2017** with the Sub-Registrar Amravati City No.2, and thereby submitted the said land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970.

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AND WHEREAS in view of typing mistake in the said Deed of Declaration dated 16.12.2017 registered at Sr.No.2601/2017, the promoter executed a **Deed of Rectification to the Deed of Declaration on ____/01/2018** which was registered in the office of Sub-Registrar Amravati City No. ____ at Sr.No. ____/2018, and thereby the typing mistake in the said Deed of Declaration dated 16.12.2017 was rectified.

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

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of a Shop/an Apartment No. ____ situated on the ____ floor of the building "MAMTA AKSHAY ADITYA PARK" being constructed on the said project land.

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all

the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at sr. no. _____

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Shop/Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Promoter agrees to sell and the Allottee hereby agrees to purchase the said Shop/Apartment bearing No. _____ situated on the _____ floor of the building "MAMTA AKSHAY ADITYA PARK".

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

1. The Promoter shall construct the said building consisting of **ground and six upper floors** on the said 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 modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any local authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Shop/Apartment

the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at sr. no. _____

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Shop/Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Promoter agrees to sell and the Allottee hereby agrees to purchase the said Shop/Apartment bearing No. _____ situated on the _____ floor of the building "MAMTA AKSHAY ADITYA PARK".

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

1. The Promoter shall construct the said building consisting of **ground and six upper floors** on the said 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 modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any local authorities or due to change in law.

La (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Shop/Apartment

- (iv) Amount of Rs. _____/- (Rs. _____ only) to be paid to the Promoter on completion of the external plumbing and external plaster/ elevation/ terraces with water-proofing of the building or wing in which the said Shop/Apartment is located.
- (v) Amount of Rs. _____/- (Rs. _____ only) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings/electro mechanical and environment requirements/ entrance lobby/a plinth protection/ paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Shop/Apartment is located,
- (vi) Balance Amount of Rs. _____/- (Rs. _____ only) against and at the time of handing over of the possession of the said Shop /Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Shop/Apartment and all such taxes shall be separately payable by the allottee.

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

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the

Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Shop/Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Shop/Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Shop/Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ **square meters** only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as

mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Shop /Apartment based on the proposed construction and sale of the said Shop/Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Shop/ Apartment to the Allottee the Promoter agrees to pay to the Allottee who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement: Provided that the promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages

or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Shop/Apartment as are set out in **Annexure 'E'** annexed hereto.

6. The Promoter shall give possession of the said Shop/Apartment to the Allottee on or before _____ day of _____. If the Promoter fails or neglects to give possession of the said Shop/Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Shop/Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Shop/Apartment on the aforesaid date, if the completion of building in which the said Shop/Apartment is to be situated is delayed on account of -

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

7.1 Procedure for taking possession — The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Shop/Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Shop/ Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may

be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the said Shop/ Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Shop/ Apartment is ready for use and occupancy.

7.3 ***Failure of Allottee to take Possession of Shop/ Apartment*** : Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Shop/ 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 said Shop/ Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said Shop/Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Shop/Apartment or the building in which the said Shop/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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the said Shop/Apartment or any part thereof or permit the same to be used only for purpose permitted under the law. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of the said Shop/ Apartment in the building shall join in forming and registering the Association or a 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 byclaws 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.

10.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Shop/ Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Shop/Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. _____/-** per month towards the outgoings.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

- (i) **Rs. _____/-** for share money of the Association.
- (ii) **Rs. _____/-** for formation and registration of the Association.
- (iii) Requisite amount for proportionate share of taxes and other charges/ levies in respect of the Association.
- (iv) **Rs. _____/-** for deposit towards Water/ Electric, and other utility and services connection charges.

12. The Allottee shall pay to the Promoter a sum of **Rs.5,000/-** for meeting all legal costs charges and expenses including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the Association and for preparing its rules/ regulations and bye-laws and the cost of preparing and engrossing the conveyance.

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

14. Representations and Warranties of the Promoter—The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual/physical and legal possession of the project land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals/ licenses and permits issued by the competent authorities with respect to the Project/ project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals/ licenses and permits to be issued by the competent authorities with respect to the Project/ project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project/project land, Building and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement, arrangement with any person or party with respect to the project land, including the Project and the said Shop/Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop/Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- (i) To maintain the Shop/Apartment at the Allottee's own cost in good and tenable repair and condition from the date the possession of the said Shop/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Shop/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 said Shop/Apartment is situated and the said Shop/Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the said Shop/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 said Shop/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 said Shop/Apartment is situated, including entrances of the building in which the said Shop/Apartment is situated and in case any damage is caused to the building in which the said Shop/ Apartment is situated or the said Shop/Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Shop/ Apartment and maintain the Shop Apartment in the same condition or state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Shop/Apartment is situated or the said Shop/Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision/the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Shop/ 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 said Shop/ Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Shop/ Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Shop/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 said Shop/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 said Shop/ Apartment without the prior written permission of the Promoter and/or the Association.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Shop/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 Shop/Apartment in the compound or any portion of the project land and the building in which the said Shop/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 said Shop/ Apartment is situated.
- (vii) 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 said Shop/ Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Shop/Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (x) The Allottee shall observe and perform all the rules and regulation which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Shop/Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the said Shop/ Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (xi) Till the conveyance of the structure of the building in which the said Shop/ Apartment is situated is executed in favour of Allottee, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xii) Till a conveyance of the project land on which the building in which the said Shop/ Apartment is situated is executed in favour of Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop/ Apartment or the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Shop/ 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 Association or other body and until the project land is transferred to the Association as hereinbefore mentioned.

18. **Promoter shall not mortgage or create a charge** — After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Shop/ 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 the said Shop/ Apartment.

19. **Binding Effect** — Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and

delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

20. Entire Agreement — This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect of the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop/ Apartment as the case may be.

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

22. Provisions of this Agreement Applicable to Allottee/ Subsequent Allottees — It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Shop/ Apartment, in case of a transfer, as the said obligations go along with the said Shop/ Apartment for all intents and purposes.

23. Severability — If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. Method of Calculation of Proportionate Share Wherever Referred to in the Agreement — Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Shop/Apartment to the total carpet area of all the units in the Project.

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

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

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

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

Name of Allottee -

Address -

Name of Promoter - **Orbit Construction, through sole Proprietor
Akshay Anil Jain (Kothari),**
Address : Shrikrushnapeth, Amravati,
Tq. & Dist. Amravati.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29. Joint Allottees — That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

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

32. Governing Laws — That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

All that pieces and parcels of the land bearing Layout Plot No. 111, admeasuring 258 sq.mt. (2775 sq.ft.), Layout Plot No. 112 admeasuring 272 sq.mt. (2925 sq.ft.) & and Layout Plot No. 113 admeasuring 285 sq.mt. (3075 sq.ft.) i.e. in all three layout converted plots having a compact mass with a total area of 815 sq.mt. (8775 sq.ft.) from out of the layout of the 12 Acres of land bearing Field Survey No. 14/1 of Mouje - Nimbhora Kh., Pragane - Badnera, Tq. & Dist. Amravati converted to non-agricultural use vide order dated 12.06.1979 passed by Sub-Divisional Officer, Amravati in R.C.No. NAP-46/Nimbhora kh.-

226/1983-84 and situated in the locality known as "Maya Nagar", near Gopal Nagar, Amravati, within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City and collectively having the boundaries as under :-

Towards East	:	Road.
Towards West	:	Road
Towards North	:	Layout Plot No. 110
Towards South	:	Layout Plot No. 114

SECOND SCHEDULE ABOVE REFERRED TO

General Common Areas & Facilities of the building :

- (a) Piece and parcel of the lands fully described in First Schedule above.
- (b) Covered Parking Place to be used by the owners/occupiers of the apartments in the building.
- (c) Staircase from the ground floor upto the terrace of the building and the corridors or the passages or the lobbies in front each units.
- (d) Enclosures of the lift and installation and apparatus of the lift in the building to be used by the owners/occupiers/visitors of the apartments in the building.
- (e) One Water tank located above the roof of the building.
- (f) Plumbing network throughout the building.
- (g) Electric wiring in the common areas of the building and the electric meter for the supply of electricity in the common areas outside the units.
- (h) Necessary lights in the common areas of the building.
- (i) Common Septic tank and drainage system of the building.
- (j) Urinals and W.C. situated on the upper ground floor of the building for the use of owners/occupiers of the shops and the watchman in the building.
- (k) Bore-well and the water lifting arrangement fitted thereon.
- (l) Water tap connection and the ground level water tank for the said connection and the water lifting arrangement for lifting the tap water from the ground level water tank to the respective apartments in the building.
- (m) Compound wall around the Northern, Western and Southern side of building.

Schedule 'A'
DESCRIPTION OF THE SHOP/ APARTMENT
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

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

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

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

PROMOTER

Orbit Construction, through sole Proprietor
 Akshay Anil Jain (Kothari)

Signature	Thumb Impression	Photograph

ALLOTTE - _____

Signature	Thumb Impression	Photograph

WITNESSES :

1) _____
 Name :

2) _____
 Name :

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

I say received.

the Promoter.

Schedule 'B'
FLOOR PLAN OF THE APARTMENT

Annexure - A

Name of the Attorney at Law/ Advocate Address :

Date:

No. :

RE.:

Title Report

Details of the Title Report

The Schedule Above Referred to (Description of property)

Place:

Dated day of 20.....

(Signed)

Signature of Attorney -at-Law/ Advocate

Annexure - B

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

Annexure-C-1

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

Annexure-C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

Annexure-D

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

Annexure-E

(Specification and amenities for the Apartment)

Annexure - F

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