AGREEMENT OF SALE

in respect of

RAGHUKUNJ

Mouja - Amravati, Tarikheda, Table No. 5.117, Flat @ Rs. 33,400/- per Sq.mtr.

Stamp Duty is paid as per Government Rule & Regulations.

[D.O.D. Regd.on ..... at Sr. No. ..... with S.R.O. Rural, Amt.]

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) **Shri. Vishwajeetsigh Yuvrajsigh Raghuwanshi,**
Aged about 54 years, occu. :- Business,

2) **Shri. Dipuksigh Lokpalsigh Raghuwanshi,**
Aged about 55 years, occu. :- Business,

3) **Smt. Komal Sagarsigh Raghuwanshi,**
Aged about 48 years, occu. :- Housewife,
No. 1 to 3 R/o. Shrikrushna Peth, Amravati,
Tq. & Dist. Amravati, Pin 444601

4) **Priyanka Sagarsigh Raghuwanshi,**
Aged about 28 years, occu. :- Housewife,
R/o. Inside of Ambagate, Amravati,
Tq. & Dist. Amravati, Pin 444601

5) **Khushbu Sagarsigh Raghuwanshi,**
Aged about 27 years, occu. :- Housewife,
R/o. Near Bus Stand, Nandgaon Peth, Tq. & Dist. Amravati, Pin

Hereinafter referred to the **"ORIGINAL OWNERS"** (which expression unless repugnant to the context, shall always mean and include is 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 03.05.2017 registered at Srl. No. 1765/2017 with SRO No. 2, Amravati City)

Shri. Gajanan Construction (PAN No. ADIFS4415N)
through it's Partners

1) **Shri. Bhushan Khushalchandji Rathi,**
Age 33 years, Occ. Business,
R/o. Flat No. 403, Vinayak Tower, Medical Square,
Nagpur, Tq. & Dist. Nagpur. 440013

2) **Shri. Yogesh Vasantrao Samudre,**
Age 39 years, Occ. Business,
R/o. 15, Shivshakti Nagar, Opp. Police Station, Dattawadi,
Wadi, Nagpur, Tq. and Dist. Nagpur, PIN No.440023

3) **Shri. Pranay Anup Tiwari,**
Age 30 years, Occ. Business,
R/o. Khaparde Bagicha, Amravati,
Tq. and Dist. Amravati, PIN No.444601

Hereinafter referred to as the **"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 .....),
Aged ..... Yrs, Occ. - .....,
R/o. .....,
Tq. and Dist. Amravati, Pin No. .....

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

WHEREAS the Owner is the owner and possessor of property situated at **Mouje Amravati (Tarkheda)**, Pragane Badnera, Tq. & Dist. Amravati, within the limit of Municipal Corporation of city of Amravati and within the jurisdiction of Sub-Registrar, Amravati and the area known as **"Shrikrushna Peth, Amravati"**, Out of **Nazul Sheet No. 49-B, Nazul Plot No. 3/53 having total admeasuring 4998 sq.fts. (464.49 sq.mtr.)** and having AMC property No. 73 and situated at Ward No. 24 of Amravati Municipal Corporation of Amravati and which is bounded as under :

Towards East	:	Galli & thenafter house of Shri. Gulhane,
Towards West	:	Space of Dharmadai Cotton Fund,
Towards North	:	Service lane, and,
Towards South	:	Road,

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

WHEREAS the Owner to get the said property developed and hence the owner has agreed to enter into Agreement of Development and Building Costruction with Special Power of Attrney with Vendor/Promoter Shri. Gajanan Construction through it's Partner 1) Shri. Bhushan Khushalchandji Rathi, 2) Shri. Yogesh Vasantrao Samudre, and 3) Shri. Pranay Anup Tiwari vide Reg. Srl. No. 1765/2017 dated 03.05.2017 (Hereinafter referred to as **"the Development Agreement"**) and after the said agreement Vendor is in possession othe said project land

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. 0782 dated 17.10.2017, and the vendor has chosen to describe the said building known as **"RAGHUKUNJ"** and has already commence the construction of the said building, or there abouts more perticularly described in the Schedule - I, and,

WHEREAS the Vendor/Promoter has executed **DEED OF DECLARATION** dated ....., registred at Sr. No. ..... with the office of Sub Registrar, Amravati City, Amravati, 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 accoudance with the recitals 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 **"RAGHUKUNJ"** consist of there are total 11 (Eleven)

residential units, on the upper ground floor 2 (Two) independent apartments / family units, on 1st and 3rd floor 3 (Three) independent apartments / family units in each floor and on lower ground floor area is exclusively reserved for lift shaft, ample parking and there is staircase lead to upper floor and also on upper ground floor there is two residential unit and remaing area for ample parking, respectively, and,

WHEREAS the Allottee is offered an **Apartment** bearing **Number** ..... on the ..... **Floor**, (herein after reffered to as the said **"Apartment"**) of the Building called **"Raghukunj"**, (herein after reffered to as the said **"Building"**), by the Vendor/Promoter, and,

WHEREAS the Vendor/Promoter has entered into a standered 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 Eastate Regulatory Authority at** ..... **No.** .....; authenticated copy is attached in Annexure "F", and,

WHEREAS the Vendor/Promoter has appointed a structural Enginner 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 Enginner till the completion of the building, and,

AND WHEREAS by vertue of the Development Agreement with Power of Attorney the Vendor/Promoter has sole and exclusive right to sell the Apartment in the said building to be constructed by the Vendor/Promoter on the project land and to enter into Agreements with the allottees of the Apartments to receive the sale consideration in respect thereof;

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. Sanjay Keshavrao Nagpur** and of such other documents as are specified under Real Eastate (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 Advocated of the Vendor/Promoter, authenticated copies of Property card or extract of Village Forms VI and VII 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 o the building and upon 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 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 "Raghukunj",** 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 verandha 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 confermations, 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 Eastate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority at ..... No. .....**, and,

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

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

1) The Vendor/Promoter shall construct the said building consisting of lower and upper ground and three upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

1(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. ..... of the type ..... of carpet area admeasuring ..... sq. meters on ..... floor in the building ..... (hereinafter referred to as "the Apartment") as shown in the Floor plan 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 booking,

(ii) 10% at the time of Agreement,

(iii) 20% at the time first slab,

(iv) 20% at the time second slab,

(v) 20% at the time third slab,

(vi) 15% at the time fourth slab,

(vii) 5% at the time of possession.

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/owner 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 Loacal 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 publised/issued in that behalf to that effect along with the demand letter neing issued to the Allottee, which shall only be applicable on susequent payments.

2.1 The promoter here by 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 handling over possession of the apartment to the allottee/purchaser, obtain form 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/Shop] to the allottee/purchaser and com-

mon areas to the association of the allotees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, allotee 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 here by declares that the total plot area of the scheme is **464.49 sq.mtrs**. While sanction of the building plan, the Municipal Corporation Authority has sanctioned FSI Factor 1.4000. Therefore the promoter has proposed total built up area **646.02 sq.mtrs**. for construction of **building "Raghukunj"** and the said building plan is approved and sanctioned by A.D.T.P., Municipal Corporation, Amravati as per order No. 0782 dated 17.10.2017. The promoter has disclosed the floor space index of 1.39 as proposed to be utilized by him on the project land in said project and Allotee has agreed to purchase the said apartments based on proposed construction 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 Allotee, 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 agreements from the date the said amount is payable by the Allottee/purchasers 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 with in 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 with in a period of thirty days of the termination.

5. The promoter shall give possession of the apartment/shop to the Allottee/purchaser **on or before 31st December, 2021**. If the promoter fails or neglects to give possession of the apartments, then the promoter shall be liable on demand to 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 form the date promoter received the sum till the date the amounts and interest there on is repaid.

6. Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of apartments on afore said 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 form 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:** Upon receiving a written intimation from the Promoter as per aforemen-

tioned 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 clasue 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 witch 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 there of 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/purchaser(s)s Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sing and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sing and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/purchaser, so as to enable the Promoter to register the common organization of Allottee/purchaser. No objection shall be taken by the Allottee/purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company 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/purchaser that the apartments is ready for use and occupation, the Allottee/purchaser shall pay to the promoter/owner the amount of **one time maintenance of Rs.1,00,000/- (Rs.One lakh only)** in respect of the projects land building/local taxes, lift maintenance, 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 and buildings. The amount of maintenance received by promoter/owner from the Allottee/purchaser before execution of the deed of apartment shall be paid by the promoter after formation of the registered society of the apartment owner..

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, application entrance fee of the society or limited company /federation/ apex body.

(ii) Rs ..... for formation and registration of the society or limited company/federation/ apex body.

(iii) Rs..... for proportionate share of taxes and other charges/levies in respect of the society or limited company/federation apex body.

(iv) Rs ..... for deposit towards provisional monthly contribution to wards out goings of society or limited company/federation apex body.

(v) Rs..... for deposits towards water, electric and other utility and services connection charges &

(vi) Rs ..... for deposits of electrical receiving and sub-station provided in layout.

11. The allottee/purchaser shall pay to the promoter a sum of Rs..... for meetings all legal coast charges and expenses, including professional coasts of the Attorney-at-Law/Advocates of the promoter in connection with formation of the said society, or limited company, or apex body, or federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease . .

12. REPRESENTATIONS 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; a declared in the title report an 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 form 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 expect 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;

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

i. To maintain the Apartment at the Allottee/purchaser's own cost in good and tenantable 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 to the building in which the apartment is situated or the apartment on account of negligence or default of the Allottee/purchaser in this behalf, the Allottee/purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the allottee/purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/purchaser committing any act in contravention of the above provision, the allottee/purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the

Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing hich 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 Alottee/purchaser for any purposes 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 Byelaws for the time being of the concerned local authorty and of Government and other public bodies. The Allottee/purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/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 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. BINDING EFFECT:

Forwarding this Agreement to the Allottee/purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/purchaser until, firstly, the Allottee/purchaser 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/purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/

purchaser, application of the Allottee/purchaser shall be treated as cancelled.

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/ PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS:

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. 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.

23. 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:_____

Shri. Gajanan Construction through it's Partners –

1) Shri. Bhushan Khushalchandji Rathi,
R/o. Flat No. 403, Vinayak Tower, Medical Square,
Nagpur, Tq. & Dist. Nagpur.
Notified Email ID:

2) Shri. Yogesh Vasantrao Samudre,
R/o. 15, Shivshakti Nagar, Opp. Police Station, Dattawadi,
Wadi, Nagpur, Tq. and Dist. Nagpur.
Notified Email ID:

3) Shri. Pranay Anup Tiwari,
R/o. Khaparde Bagicha, Amravati, Tq. and Dist. Amravati.
Notified Email ID:

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 addres shall bee deemed to have been received by the promoter or the Allottee/purchaser, as the case may be.

24. JOINT ALLOTEES:

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.

25. STAMP DUTY AND REGISTRATION:

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

26. 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.

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

First schedule above referred to

Description of the land and all other details

"All the piece and parcel of land situated of **Mouje Amravati (Tarkheda)**, Pragane Badnera, Tq. & Dist. Amravati, within the limit of Municipal Corporation of city of Amravati and within the jurisdiction of Sub-Registrar, Amravati and the area known as **"Shrikrushna Peth, Amravati"**, Out of **Nazul Sheet No. 49-B, Nazul Plot No. 3/53 having total admeasuring 4998 sq.fts. (464.49 sq.mtr.)** and having AMC property No. 73 and situated at Ward No. 24 of Amravati Municipal Corporation of Amravati and which is bounded as under :

Towards East	:	Galli & thenafter house of Shri. Gulhane,
Towards West	:	Space of Dharmadai Cotton Fund,
Towards North	:	Service lane, and,
Towards South	:	Road.

Second schedule

Description of the apartment and the garage/closed parking (if applicable) among with boundaries in all four directions

SIGNED AND DELIVERED BY THE WITIN 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

1) Shri. Vishwajeetsigh Yuvrajsigh Raghuwanshi,
2) Shri. Dipaksigh Lokpalsigh Raghuwanshi,
3) Smt. Komal Sagarsigh Raghuwanshi,
4) Priyanka Sagarsigh Raghuwanshi,
5) Khushbu Sagarsigh Raghuwanshi,

Through it's Special Power of Attorney,

Shri. Gajanan Construction through it's Partners –

1) Shri. Bhushan Khushalchandji Rathi,
2) Shri. Yogesh Vasantrao Samudre,
3) Shri. Pranay Anup Tiwari

Promoter

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 repot 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 VII 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 allotee above named the sum of Rs _____ on execution of this agreement towards earnest money deposit or application fee.

I say received.

The Promoter/s

Shri. Gajanan Construction,

through its Partners

Title Report

Details of the Title Report

The title repot 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 VII 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 allotee above named the sum of Rs _____ on execution of this agreement towards earnest money deposit or application fee.

I say received.

The Promoter/s

Shri. Gajanan Construction,

through its Partners