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 _____ at Sr. No. _____/2020)

(Stamp duty Rs._____)

****

This AGREEMENT OF SALE is executed at Amravati on this _____, Day of _____, 2020.

BETWEEN

Sachin Keshavrao Ingole,
PAN No. AAMPI7798B,
Aged 41 years, Occu. – Business,
R/o. Patwipura, Inside Ambagate,
Amravati, Tq. & Dist. Amravati-444601
Hereinafter called as the **"PROMOTER"** (which expression sOffice Premises deem to include his heirs, successors, executors, administrators and assigns) of the ***FIRST PART.***

AND

_____

_____

_____

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

WHEREAS, the promoter became the owner of the piece and parcel of the land, bearing **Layout Plot No. 2,** admeasuring **797 sq.mt. (8578.90 sq.ft.)** from out of Field Survey No. 319/3-A (as per 7/12 extract, Layout Plot No. 319/3/1/A/1/1/B), of **Mouje Badnera**, Pragane Badnera, Tq. & Dist. Amravati converted non-agricultural use vide order dated 26.07.2019 passed by Sub-Divisional Officer, Amravati in R.C.No. 69/NAP-34/Badnera/2018-19 on the basis of the layout plan sanctioned by Assistant Director Town Planning Amravati vide order No.06/2019 dated 12.07.2019 and situated in the locality known as "Kondeshwar Vidyut Colony, Near Vitthal Mandir, Akoli Road, Amravati", within the

AND WHEREAS the Allottee is offered an Shop/Apartment bearing number _____ situated on the _____ floor (herein after referred to as the said "Shop/Apartment") of the Building called **"KESHAV EMPIRE - PHASE-I"** (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-I.**

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

Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the 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 Rs._____/- (Rupees _____) only being part payment of the sale consideration or the Shop/Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof me 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 no. _____.**

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of 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 "KESHAV EMPIRE - PHASE-I".

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 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 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. Provide further that the purchaser do hereby give its

(iii) Amount of **Rs. _____/- (Rs. _____ only)** to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said 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/s 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 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 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

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 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 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. 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

7.2 The Allottee shall take possession of the 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 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 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 Shop/Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Shop/Apartment or the building in which the 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 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 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 byelaws 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.

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;

(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 Shop/Apartment is situated or the 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 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 Shop/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Apartment is situated and shall keep the portion, sewers, drains and pipes in the 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 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 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 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 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

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 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 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 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.

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 - **Sachin Keshavrao Ingole,**

Address - R/o. Patwipura, Inside Ambagate,
Amravati, Tq. & Dist. Amravati-444601.

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 shall be borne by the allottee.

apartments in the building.

(d) Open parking place on the Eastern side of the building in the marginal space for being used only by the owners/occupiers of the shops in the building.

(e) Staircase from the ground floor upto the terrace of the building and the corridors or the passages or the lobbies in front each units.

(f) Two enclosures of the lift and installation and apparatus of the lift in each enclosure in the building to be used by the owners/occupiers/visitors of the apartments in the building.

(g) Two Water tank located above the roof of the building.

(h) Plumbing network throughout the building.

(i) 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.

(j) Necessary lights in the common areas of the building.

(k) Common Septic tank and drainage system of the building.

(l) Bore-well and the water lifting arrangement fitted thereon.

(m) 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.

(n) Two W.C. on the ground floor for being used in common by the shop owners/occupiers of the building.

(o) Compound wall around the building on the Southern, Western and Northern side.

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.** (super built up area _____ sq.mt.) from out of the said building named as **"KESHAV EMPIRE - PHASE-I"** constructed upon the project land described in First Schedule above and having boundaries as under :-

Towards East :

Towards West :

Towards North :

Towards South :

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