

Agreement for Sale of Flat/Apartment/Shop

situated at:

"IMPERIAL COMPLEX"

(Valuation Column No. __, Rates of Residential building per sq. meter

Rs. ____/- Rates of commercial unit per sq. meter Rs. ____/-)

(Valuation as per ready reckoner Rs. ____/-)

Total Sale Consideration valued at Rs. ____/-Rupees

____ Only)

Agreement of Sale Valued at Rs. ____/- (Rupees ____ Only)

(Stamp duty Rs. ____/-)

(Deed of Declaration registered on ____ at Sr. No. ____ with Sub-Registrar
Office, Amravati City-3)

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

BETWEEN

Sau Vipul Alias Sadhana Uttam Jadhao (PAN No. ALGP19904K)

Age - 49 years, Occu. - Business, R/o. Ashiyad Colony,
Shegaon Road, Amravati, Tq. & Dist. Amravati

hereinafter called as the "PROMOTER" (which expression shall deem
to include his heirs, successors, executors, administrators and assigns)
of the **ONE PART**

AND

____ (PAN-____)

Aged about ____ years, Occupation - ____

R/o. ____ Amravati, Tq. & Dist. Amravati.

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

WHEREAS the grantor Vipul Alias Sadhana Uttam Jadhao purchased the Plot
Nos. 2 total admeasuring 500 sq.mtrs from out of Surve no, 187/1 & 187/2, of Mauje
Rahatgaon more specifically described in the First Schedule at Sr.No. (i) (hereinafter
referred to as "the Project Land"). vide Sale Deed dated 16.02.2009 regd. At Sr. no.

599, with Sub-Registrar Amravati City-2 from its previous owner Ajay Keshavrao Javarkar, R/o. Amravati,

WHEREAS T.D.R. (rights) equivalent to 416 sq.mtrs. from out of the total rights admeasuring 8235.25sq. mtrs. of TDR Certificate issued by the Municipal Corporation vide folio No. AMC/ADTP/TDR/141/2019, dated 15.05.2019 is purchased by grantor Joshi Builders and Associates through its proprietor Shri Laxmikant Prabhakar vide sale Deed dt. 27.06.2019, registered at Sr. No. 3012 with the office of Sub Registrar, City-2, Amravati, from Shri Govinda Infra through its proprietor Shri Vijay Nanakram Talda, resident of Amravati.

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 Promoter is in possession of 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 above named proposed to construct on the project land described in the First Schedule at Sr. No. (i) a multi-storied building consisting of 11 units out of which 3 apartments/flats and 11 shops. On the Ground floor there shall be four shops, parking space, space for lift and open space. On First floor wherein there shall be five shops and two offices. On the second, third and forth floor there shall be one apartment on each floors. That all apartments are to be used for residential purpose only whereas shops and offices shall be used for commercial purpose in the building and the promoter has chosen to describe the said building as "IMPERIAL COMPLEX", and

WHEREAS the building plan of the building "IMPERIAL COMPLEX", was sanctioned by was sanctioned by Amravati Municipal Corporation, vide **Building Permit No. 6223 dated 28.11.2019**, and

WHEREAS the promoter has executed a Deed of Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 on dt. _____ registered at Sr. No. _____ with the Sub- Registrar Amravati City, Amravati and thereby submitted the said land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970, and

WHEREAS the Allottee/s is offered an Apartment/Shop bearing number _____ situated on the _____ Floor, (herein after referred to as the said "Apartment/Office/Shop") in the Building called "IMPERIAL COMPLEX" (herein after referred to as the said "Building") being constructed by Promoter on the project land and

WHEREAS the postal address of the said Building is "IMPERIAL COMPLEX", -----, Amravati 444607, 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 Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on dated _____ bearing Registration No. _____ 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 architect 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 7/12 extract or any other relevant revenue record showing the nature of the title of the Promoter to the project land on the said building are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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, and

WHEREAS the authenticated copies of the plans and specifications of the

Apartment/Office agreed to be purchased by the Allottee/s as sanctioned and approved by the local authority have been annexed and marked as Annexure D, and

WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and 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 and/or Government 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/s 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 an Apartment/Shop/Office No. ____ situated on the _____ Floor of the building "IMPERIAL COMPLEX" being constructed on the said project land.

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/Shop/Office for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment/Shop/Office for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the Apartment/Shop/Office, 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 under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Shop/Office 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 Apartment/Shop/Office in the building known as "IMPERIAL COMPLEX".

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

1. 1. The Promoter has constructed the said building/s consisting of Residential Apartments and offices/shops on the project land and 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 Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ____ having the carpet area admeasuring _____ sq. metres situated on the _____ floor of the building "IMPERIAL COMPLEX" more particularly described in Schedule "B" (hereinafter referred to as "the Apartment/Shop/Office") as shown in the Floor plan thereof hereto annexed and marked Annexure C for the total sale consideration of Rs. _____/- (Rupees _____ Only). That the said consideration includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule "C" annexed herewith. And excludes the charges of Stamp Duty, Registration Fees, GST and any Government, Semi-Government taxes, legal cost charges and expenses, share money applications entrance fee of society, charges for formation & registration of society, deposit towards water and other utility and service connection charges, deposit of electrical receiving and transformer provided in layout, which the Allottee/s have to pay separately. The said consideration is fixed and calculated as per carpet area which is the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment or application fee to the promoter as under :-

Amount	Particulars
Rs. _____/-	Paid by Cheque drawn on _____ Bank Branch Amravati dated _____ bearing cheque no. _____
Rs. _____/-	Total Rupees _____ only

The promoter subject to realization of above said cheque/s hereby acknowledges the receipt of the same. The remaining amount of consideration of Rs. _____/- (Rupees _____ Only) shall be paid by the Allottee/s to the "Promoter" as given below (as decided schedule by both the parties)

The Allottee/s agrees and understands that timely payment towards the purchase of the said apartment/flat as per payment plan/schedule hereto is the essence of the agreement. The Allottee/s payment schedule as agreed by Allottee/s and promoter as follows :-

Sr. No.	Particulars	% of Total Amount	Amount (Rs.)
1	On Agreement to Sale	-%	Rs. _____/-
2	On Completion of Plinth	-%	Rs. _____/-
3	On Completion of Second Slab	-%	Rs. _____/-
4	On Completion of Fourth Slab	-%	Rs. _____/-
5	On Completion of Fifth Slab	-%	Rs. _____/-
6	On completion of Walls, Internal Plaster, Floorings of the said Apartment	-%	Rs. _____/-
7	On Completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level and also doors and windows of the said Apartment.	-%	Rs. _____/-
8	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	-%	Rs. _____/-
9	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and other environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	-%	Rs. _____/-
10	at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	-%	Rs. _____/-

It is hereby clarified that the promoter shall be at liberty to vary the chronological order of the various stages of construction/items of work of the said building in which the said apartment is located and promoters shall also be at liberty to simultaneously undertake two or more stages of construction/items of work set out in the hereinabove payment plan and to demand from the Allottee/s the aggregate of installment towards the aggregate consideration mentioned in such installments. Without prejudice to the rights of the promoter in this agreement or in law, the promoter and the purchaser shall be at liberty by mutual consent to alter and/or modify the payment of the agreed price of the said flat.

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 Apartment/Shop/Office.

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 completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter.

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 Apartment/Shop/Office to the

Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Shop/Office.

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 Apartment/Office 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"). It is well understood by the Allottee/s that because of non-payment of remaining amount of consideration on the stated time, the construction of the total building is likely to hamper. If the Allottee/s fails to pay the stipulated amount on the stipulated date, he will have to pay the interest basic rate 18% per annum for every delayed payment.

3. The Promoter hereby declares that the Floor Space Index available as on date in has been utilized. That the promoter is entitled to carry on further construction on terrace of building by consuming remaining FSI of property is increased, and the allottee or person claiming through him shall have no objection for raising such further construction on terrace of the building.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/Shop/Office 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 his 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, 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 75% of amount paid by the Allottee/s towards the 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 to be provided by the Promoter in the said building and the Apartment/Shop/Office as are set out in Schedule 'C' annexed hereto. But if the Allottee/s desires to have any change, in the said specification the owner will do the same provided that, the Allottee/s will have to pay separate extra charges for the same. Furthermore the Allottee/s is aware that due to the skirting and variation in plaster the carpet area varies. The variation may be approximately 3%. The Allottee/s consent for the same and is aware that the consideration being lump sum will not change.

6. The Promoter shall give possession of the Apartment/Office to the Allottee on or before **31st day of January, 2022**. If the Promoter fails or neglects to give possession of the Apartment/Shop/Office to the Allottee on account of reasons beyond his control and of his 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 Apartment/Office 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 Apartment/Office on the aforesaid date, if the completion of building in which the Apartment/Office 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 Apartment/Office, 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 Apartment/Office 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.

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

7.3 **Failure Of Allottee to take Possession of Apartment/Shop/Office:** Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment/Shop/Office 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/Shop/Office to the allottee. In case the Allottee fails to take possession within the time provided, it will be considered as deemed possession and 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 Apartment/Shop/Office to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Shop/Office or the building in which the Apartment/Shop/Office 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 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 Apartment/Shop/Office or any part thereof or permit the same to be used only for purpose of residence/business. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Association 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 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 Promoter/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/Office is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, guard, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure the building or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the Association as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall pay to the Promoter a sum of money as may be determined 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 said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance

or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13. **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) That the Promoter hereby declares that the Apartment/Shop/Office under sale is free from encumbrances and the Promoter yet not obtained any loan on the said property
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project.
- (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 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 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.
- 14. The Allottee/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/Shop/Office at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment/Office is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop/Office 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/Shop/Office is situated and the Apartment/Shop/Office itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the Apartment/Shop/Office 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/Shop/Office 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/Shop/Office is situated, including entrances of the building in which the Apartment/Shop/Office is situated and in case any damage is caused to the building in which the Apartment/Shop/Office is situated or the 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 Apartment/Shop/Office and maintain the Apartment/Office 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 Apartment/Shop/Office is situated or the Apartment/Shop/Office 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 Apartment/Shop/Office 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/Office or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment/Shop/Office is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Shop/Office 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/Shop/Office is situated and shall not chisel or in any other manner cause damage to columns, beams/ walls/ slabs or RCC/ Partis or other structural members in the Apartment/Shop/Office without the prior written permission of the Promoter and/ or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Shop/Office 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/Shop/Office in the compound or any portion of the project land and the building in which the Apartment/Shop/Office 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/Shop/Office 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 Apartment/Shop/Office 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 Apartment/Shop/Office 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 Apartment/Shop/Office 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 Apartment/Shop/Office 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 Apartment /Shop/Office 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.

15. 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Shop/Office or the said

Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment/Shop/Office hereby agreed to be sold to him and all open spaces, parking spaces/lobbies/staircases/terraces, 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.

17. Promoter shall not mortgage or create a charge — After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Shop/Office and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Shop/Office.

18. 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.

19. 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 apartment as the case may be.

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

21. Provisions of this Agreement Applicable to Allottee/Subsequent Allottees: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the

Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment/Office, in case of a transfer, as the said obligations go along with the Apartment/Office for all intents and purposes.

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

23. 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 Under Certificate of Posting at their respective addresses specified hereinbefore. 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.

28. **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.

29. **Stamp Duty and Registration** — The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained the expression Promoter/Original Owner and the Purchaser or Allottee/s hereinbefore used shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

Schedule "A"

(i) "All that piece and parcel of the land within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub Registrar, Amravati, of Mouje Rahatgaon, Pragane Nandgaonpeth, Tq. & Dist. Amravati, out of which Field Survey No. 187/1 & 187/2 out of which GH. 42 R of land has been sanctioned by the Assistant Director of Town Planning vide order No. 9/2005 dt. 13.07.2005 and converted to N.A. by an order of the Hon'ble Additional Collector, Amravati in Rev. Case No. N.A.P.34/Rahatgaon-3/2004-2005, dated 26.08.2005, from out of this layout

named as "Dyaneshwari Township" Plot No. 2 (Two) having size 20 mtrs. X 25 mtrs. admeasuring 500 sq.mtrs. (5382 Sq. Ft.) having bounded as under :-

Towards East : Plot No. 14-A & B and part of Plot No. 15.
 Towards West : Road,
 Towards North : Site owned by D.P. For P.S.S.,
 Towards South : Plot No. 1.

(ii) "T.D.R. (rights) equivalent to 416 sq.mtrs. from out of the total rights admeasuring 8235.25sq. mtrs. of TDR Certificate issued by the Municipal Corporation vide folio No. AMC/ADTP/TDR/141/2019, dated 15.05.2019 and certificate No.141/2019, for a lieu of 3921.55 sq.mtrs of land from out of field survey No. 46/1, 46/2, 48/1 of Mauje Nimbhora Khurd Pragane Badnera, Tq. & Dist. Amravati acquired by Amravati Municipal Corporation, Amravati for Amenity Plot..."

Schedule "B"

The residential apartment bearing Apartment/Shop/Office No. __ situated on the ____ Floor having carpet area admeasuring ____ sq.mtrs and total built-up area admeasuring ____ sq. meters consisting of ____ in the building known as "IMPERIAL COMPLEX" constructed on the said land described in the Schedule-A described above and together with ____% undivided share in the said land and also together with the respective share assigned to the said apartment in the other common areas and facilities of the building and the said apartment is bounded as under :-

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

SCHEDULE - C

Specifications of Construction for Apartment

Common Facilities

a) RCC frame work structure of the building with external wall 152 mm, internal walls 115 mm thick. All internal walls are sand face finished plastered

Specifications for the said Accommodation

a) Doors : Main Door frame in Teak wood & main door in Veneer Finish, other doors in cement frames with flush Doors:
 b) Lift : 6 Person Lift Facility with power back up facility.
 c) Windows : Aluminum glazed windows with MS Grill

- d) Painting : Internal walls with distemper paint.
- e) Exterior : MS Grill with enamel Paint
- f) Flooring : 2'x 2' vitrified tiles
- g) Toilets : Tiles upto lintel level height.
- h) Kitchen : Kitchen shall consist of granite otta.
- i) Electrical : Single phase supply, one miniature circuit breaker (MCB), Modular switches with concealed copper wiring.
- j) Plumbing : Chrome plated hot & Cold mixture, concealed PVC Pipe fittings, PVC Pipe for rain water drainage, Sanitary drainage in SWR Pipes

Amenities

1. Ample parking for each flat (open/covered)
2. 24 hours hot water supply through Solar Water Heater.

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 _____TH Day of June, 2020,

Dated by - Adv. Swapnil S. Jaju

ALLOTTEES/PURCHASERS :-

Signature	Thumb	Photograph

Promoter's : **Sau Vipul Alias Sadhana Uttam Jadhao**

Signature	Thumb	Photograph

Witnesses :-

1. _____

2. _____

"List of Annexures"

ANNEXURE "A" - Title Report in respect of the described in the Schedule "A".

ANNEXURE "B" - Copies of 7/12 Extract showing the nature of the title of the promoter to the said project land.

ANNEXURE "C"- Copies of the plans of the Layout as approved by the concerned Local Authority.

ANNEXURE "D" - Copy of Building Permission/Commencement Certificate.

ANNEXURE "E" - Copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority.

ANNEXURE "F" - Copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

Declaration

The Allottee/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the agreement and thereafter same have been executed by all parties.

Allottee/s
