

|                                       |                                  |
|---------------------------------------|----------------------------------|
| Mouje: Peth, Amravati                 | Zone No.                         |
| Survey No.21,28/1-A,28/1-B and 28/1-C | Govt Rate :-----/- Rs. Per Sq.mt |
| Final Amalgamated Plot No.1 to 25     | Project Name : VANDAN PARK       |
| Building -----                        | Wing -----                       |
| Shop/Flat No. -----                   | Carpet Area: ----- Sq.mtrs       |
| Floor No. -----                       | Built Up Area: ----- Sq.mtrs     |

**AGREEMENT FOR SALE**

|                                                                                                             |
|-------------------------------------------------------------------------------------------------------------|
| Total Consideration Amount of Rs.-----/- (Rs.----- only)                                                    |
| Agreement for sale Valued at Rs.-----/- (Rs.----- only)                                                     |
| Stamp Duty of Rs.-----/-                                                                                    |
| Registration Fee of Rs. -----/-                                                                             |
| (Deed of Declaration is registered on ----- at serial no. ----- at Jt. Sub Registrar Office – II, Amravati) |
| (RERA Registration No.-----, dt.-----)                                                                      |

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THIS AGREEMENT FOR SALE is made and executed at Amravati on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN

**VANDAN INFRA PROJECTS PRIVATE LIMITED** (CIN-U70109MH2020PTC336898) (PAN: AAHCV2935K), a company registered under the Companies Act, 2013 having its registered office at Sankalp Infratech, Plot No.13, Sahkar Nagar, Cotton Market, Amravati-444601 (Mah), hereinafter called as “OWNERS/PROMOTERS” (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, administrators and assigns), OF THE FIRST PART.

AND

1. \_\_\_\_\_  
Age \_\_\_\_\_ years, Occupation: \_\_\_\_\_,  
(PAN NO. \_\_\_\_\_)
2. \_\_\_\_\_  
Age \_\_\_\_\_ years, Occupation: \_\_\_\_\_,  
(PAN NO. \_\_\_\_\_)

Both Residing at: - \_\_\_\_\_.

Hereinafter called THE PURCHASERS/ ALLOTTEES (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her / their heirs, executors and administrators) OF THE SECOND PART;

**WHEREAS;**

- A) i) All that piece and parcel of the land bearing layout converted amalgamated Plot Nos. 1 to 25, total admeasuring 4571.75 Sq, mtrs (49192.03 sq.fts), which are amalgamated as per order no. 0139 dated 25/11/2020 from field survey nos. 21, 28/1-A, 28/1-B and 28/1-C of Mouje Peth Amravati , Pragane Badnera, Tq and Distt- Amravati , converted as per Revenue Case No. NAP-34/Peth Amravati-58/1988-89 dated 15/12/1989 situated within the limits of Amravati Municipal Corporation which are purchased by the Owners/Promoters vide five different registered sale deeds dated 22/09/2020 which are registered at Sr.No. 2387, 2388, 2391, 2989 and 2390 respectively, which is more particularly described in the SCHEDULE I hereunder written and

- ii) T.D.R. (rights) admeasuring 650.55 Sq.mtrs (7002.52 Sq.fts) out of total rights admeasuring 3690 sq.mtr of TDR Certificate bearing No. 144 issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/144/2019 dated 07/10/2020 from out of field survey No. 24/3 of Mouje Navsari, Tq and Distt- Amravati also purchased by Owners/Promoters from Shri. Vijay Arjundas Harwani vide registered sale deed dated 12/02/2021, which is registered at Sr. No. 891/2021;

which are hereinafter collectively referred to as the “SAID PROPERTY”;

- B) The Promoter herein has decided to construct buildings consisting of commercial and residential Units on the said property in the Project named and styled as “Vandan Park” and to sell such Units to different persons on ownership basis. Accordingly, they have amalgamated all these plots by submitting amalgamation plan before A.D.T.P Municipal Corporation, Amravati and said plan has been approved and sanctioned as per Order No. 0139 dated 25/11/2020. After amalgamation of the said plots, Promoter had prepared building construction plans of the various buildings, to be constructed on the said property, and sanction to the same is obtained from Amravati Municipal Corporation bearing Permit No. 101 dated 3/3/2021;
- C) i) The entire project comprising of two buildings named A1-B1 and A2-B2, area under amenity space, common parking, area under internal roads and pathways hereinafter collectively referred to as "THE SAID ENTIRE PROJECT". The Said Entire Project is sub-divided into Project of two commercial cum residential buildings known as “VANDAN PARK” comprising Wings named A1-B1 and A2-B2. As per the present sanctioned Building Plans, the commercial shops are proposed to be constructed on the lower ground floor and upper ground floor of each Building Wing and the residential Flats are proposed to be constructed in seven floors above shops in each of the Building Wing.
- ii) As per the Present Sanctioned Building Plans, the area of the plots is shown as 4571.75 Sq.mtrs. As well as on the various categories, the Promoter has calculated the F.S.I by purchasing the T.D.R. (rights) admeasuring 650.55 Sq.mtrs. Thus the total FSI as per area calculation available for construction is admeasuring 19989.92 sq.mtrs with maximum utilizable limit of FSI at 4.0, which is available for said property. Out of which, the Promoter has presently utilized FSI of 14070.37 Sq.mtrs by consuming FSI at 2.82. Thus the total F.S.I. of the buildings named A1-B1 and A2-B2 admeasuring 14070.37 sq.mtrs has been sanctioned for consumption in the construction and development of the said Project. The Owner/Promoter proposes to eventually consume a further FSI of 5919.55 sq.mtrs (ie. 1.18 FSI Factor) aggregating to total FSI of 19989.92 sq.mtrs. in the construction and development of the said Project, in a phase wise manner in extension of A1-B1 and A2-B2 buildings in future by constructing additional floors. In other words, the Promoter herein has decided to construct the building floors in the Said Project in phases, in other words, some building floors will be constructed initially and remaining building floors will be constructed and completed thereafter as per receipt of sanction from the Development Controlling Authority from time to time as per extant rules.
- D) The Owner/Promoter have submitted the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing the deed of declaration u/s 2 of the said Act and the same is registered in the office of the Jt. Sub-Registrar, Amravati-II at Sr. No. 2099 dated 27/04/2021. Thus the said project is governed by the provisions of the Maharashtra Apartment Ownership Act, 1970.
- E) The said Promoter has registered the project under the provisions of the Act with Real Estate Regulatory Authority with registration no. P50300028541 dated 10/03/2021 ;
- F) The said Promoter herein has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is in accordance with the Agreement prescribed by the Council of Architects;

- G) The said Promoter herein has appointed a Structural Engineer for preparation of the structural designs and drawings of the buildings and the said Promoter herein accepts the professional supervision of the Architect and the Structural Engineer till the completion of development of the SAID PROPERTY i.e. the entire project;
- H) In the light of aforesaid transactions, the said Promoter herein has sole and exclusive right to develop the said property by constructing multi-storied buildings and obtain revise/additional sanction to the buildings plans and has absolute right to sell, lease, mortgage etc., the various Units in the said buildings to be constructed on the said property and further has absolute authority and right to allot exclusive right to use car parking, terraces, reserved/ restricted areas, space for advertisement on terrace of building etc., and to enter in to agreement with the prospective purchasers, mortgages, lessees etc., and to receive the sale price in respect thereof and the Owner/Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned building plans ;
- I) The purchaser/s herein has/ have demanded from the Promoter and the Promoter has given inspection to the purchaser/s of all documents relating to the title of the said property, plans, designs and specifications prepared by aforesaid Architect of the Promoters and such other documents as specified under Maharashtra Ownership Flat Act (Regulation of Promotion of Construction, sell, Management and transfer) Act, 1963, which is hereinafter referred to as the said Act, for the sake of convenience only.
- J) The copies of the certificate of title issued by the Advocate, extract of Village Form No.7 and the concerned extracts of the approved floor plans have been annexed with this agreement.
- K) After the purchaser/s enquiry, the Promoter herein has requested to the purchaser/s to carry out independent Search by appointing his/her/their own Advocate and to asks any queries, he/ she/ they had regarding the marketable title and rights and authorities of the said Owners/Promoters herein. The Purchaser/s has/have satisfied, himself/herself/themselves in respect of marketable title of the said Owners/Promoters and further rights and authorities of the said Owners/Promoters herein.
- L) The Purchaser/s has/have demanded and has also taken inspection of the sanction plans, commencement certificate issued by the concerned local authority and other relevant documents and papers including interalia the Property Register Cards and all other documents required to be furnished to the Purchaser/s by the Promoter under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as 2016 the Rules made thereunder and further the Promoter has given inspection of the Existing Building Approvals to the Purchaser/s and have clearly brought to the notice and knowledge of the Purchaser/s herein that the Proposed Buildings will have additional floors (than what is presently approved) by availing permitted increases in Floor Space Index, transferable development rights and other sanctions and approvals from time to time. Such expansions and extensions are clearly brought to the notice and knowledge of the Purchaser/s herein and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.
- M) The Purchaser/s herein is/ are aware of the fact that the Promoter have entered or will enter into similar or separate agreement with several other person/s and party/ies in respect of other residential and commercial Units, and other amenities etc.
- N) The under Section 4 of the MOFA Act, the said Promoter is required to execute written agreement for sale of the said unit Purchaser/s being in fact these presents and such agreement is required to be registered under the Registration Act, 1908;
- O) The promoter has agreed to sell to the purchaser/s the said Unit at the price and on the terms and conditions hereinafter appearing.

P) The Purchaser/s has paid an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards part payment of the total consideration of the Unit agreed to be sold by the Promoter to the Purchaser in advance payment or deposit in following manner:-

| Sr .No. | Amount (Rs) | Bank Name | Chq / RTGS details |
|---------|-------------|-----------|--------------------|
|         |             |           |                    |
|         |             |           |                    |

Q) The present sanction plan of the aforesaid said Project, is annexed hereto as ANNEXURE - 1. The Floor Plan of the building in which the Said Unit is situated showing the Said Unit by zebra stripes is annexed hereto as ANNEXURE - 2. The specifications for the buildings and specifications for the Unit therein is stated, in ANNEXURE – 3 annexed hereto. Common facilities are stated, in ANNEXURE – 4 annexed hereto. Copy of the Building Permission/ Commencement Certificate dated bearing No. 101 dated 03/03/2021 issued by Amravati Municipal Corporation is annexed hereto as ANNEXURE - 5, Copies of Gaon Namuna-7 extracts shown the name of the Owner/Promoter herein for the Said property are annexed hereto as ANNEXURE – 6, Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto as ANNEXURE – 7, authenticated copy of Registration Certificate under RERA is annexed hereto as ANNEXURE - 8.

R) Upon satisfaction in all respects, the Allottee/Purchaser has agreed to Purchase and the Owner/Promoter has agreed to sell of an Shop/ Flat/Apartment No.\_\_\_\_\_ situated on \_\_\_\_\_ floor in the Wing \_\_\_\_\_ of Building \_\_\_\_\_ being constructed on the said Property and in the Project known and styled as “VANDAN PARK”;

S) The Carpet Area of the said Flat/Apartment/Shop is \_\_\_\_\_ square meters and Exclusive Areas of the said Flat/Apartment is \_\_\_\_\_. For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of Flat/Apartment/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat/Apartment/Shop and (ii) “Exclusive Areas” means exclusive balcony appurtenant to the said Flat/Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartment for exclusive use of the Purchaser/s.

T) 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;

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

1. DISCLOSURES MADE BY THE PROMOTER TO THE PURCHASER HEREIN:

Prior to enter into this transaction the Promoter herein disclosed to the Purchaser as under:-

- 1.1 The Promoter herein has disclosed details of the Promoter enterprise by providing for inspection and going through the copy of the Company registration certificate and which shows that, the Promoter is Private Limited Company registered with the Registrar of Companies, Mumbai.
- 1.2 The said Promoters herein states that, the Said property is owned and possessed by the said Promoter free from all encumbrances, charges or claims and name of the said Promoters is shown in revenue record as the owners and possessor, being class-I occupancy, free from any restriction on alienation. The said Promoter has got investigated the rights, authority and title of the said Promoter towards the Said property from Advocate and copy of the certificate title of the Said property is annexed hereto as Annexure 7.

- 1.3 The Promoter herein has disclosed to the Allottee/Purchaser that, the Said property will be developed in phasewise manner by constructing various buildings as per said Building Sanction Plans as annexed hereto as Annexure-1 being Project called by the name "VANDAN PARK" by utilising the approved FSI and balance unconsumed FSI as mentioned above. The Promoter has further disclosed that, at present the sanction received from the Amravati Municipal Corporation (AMC) is for the part of the Said Entire Project till 9 floors. In light of development of the Said property and sanction presently received, for the complete development of the Said property, the Promoter has to obtain from time to time further sanction of extension of buildings by constructing additional upper floors of Buildings named as A1-B1, A2-B2 which is still pending to be obtained from the AMC. The Promoter at present has received sanction from AMC for a part of the Said Entire Project and the Purchaser/s is/are not entitled to and shall not object to such additional construction/extension for any reasons whatsoever and howsoever arising, at any time hereafter.
- 1.4 The Promoter herein informed and Allottee/Purchaser herein is well aware that, to Said Property is situated within the development control of AMC. Additional paid FSI may be permissible in future in light of the Development Control Rule applicable for the properties situated within the periphery of AMC which can be utilized for construction of the buildings on the Said Property. The Promoter herein states that, no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. The Promoter shall have the right of pre-emption or first right to utilise the residual or available FSI or which may be increased for whatsoever reason in respect of the Said property or any other FSI or TDR or paid FSI (Buildable Potential) granted by the appropriate authority and allowed to use the same on the Said Property by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the Said Property. The Allottee / Purchaser herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.
- 1.5 The Promoter herein state that, for the Said Project, there are common facilities and restricted common facilities and the same is more particularly stated in Annexure 4 annexed hereto.
- 1.6 The Promoter herein state that, in the Said Project the specifications for the each building in the Said Project and specifications for each Unit in the building are more particularly stated in Annexure 3 annexed hereto.
- 1.7 The Promoter herein had disclosed and provided to the Unit Allottee/Purchaser for inspection copies of present sanction plan and further disclose that balance sanction for unconsumed FSI is yet to be received and that the Promoter will obtain the same in future by utilizing all type of buildable potential of the Said property as per development control rules and regulations applicable for the Said Property from time to time.
- 1.8 The Promoter herein has disclosed as to the date of delivery of possession of the Said UNIT to the Allottee/Purchaser as stated hereunder written.
- 1.9 The Promoter has disclosed that the said project has been submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing the deed of declaration u/s 2 of the said Act and the same is registered in the office of the Jt. Sub-Registrar, Amravati-II at Sr. No. 2099 dated 27/04/2021. Thus the said project is governed by the provisions of the Maharashtra Apartment Ownership Act, 1970.

## 2. AGREEMENT:

- 2.1 Subject to the terms and conditions hereof, the Owner/Promoter herein has agreed to sell and the Purchaser herein agreed to purchase Shop/ Flat/ Apartment bearing No. \_\_\_\_\_ situated on \_\_\_\_\_ Floor of the Wing \_\_\_\_\_ of Building \_\_\_\_\_ admeasuring carpet area about \_\_\_\_\_ Square Meters alongwith exclusive areas \_\_\_\_\_ in the Project known as "VANDAN PARK" which is more particularly described in SCHEDULE II written herein and which is hereinafter referred to as the SAID UNIT for the sake of convenience only,

at or for mutually concluded and agreed consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

2.2 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 Annexure -3 annexed herewith, and excludes the charges of stamp duty, registration fee, GST and any Government, semi Government taxes, legal cost charges & expenses, share money, application, entrance fee of Association, charges for formation & registration of Association, deposit towards water and other utility and service connection charge, deposit of electrical receiving charges which the Allottee/Purchaser have to pay separately. The said consideration is fixed and calculated as per carpet area which is net usable floor area of said Flat, excluding the area covered by the external wall, area covered under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the said Shop/ Flat/Apartment.

3. CONSIDERATION:

3.1 The Allottee/Purchaser/s hereby agree/s to pay the Owner/Promoter total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). The above consideration is agreed considering the below payment schedule between the parties:-

SCHEDULE OF PAYMENT –

| Sr No. | Amount   | % of Total Amount | Particulars                                                                                                                                                                                                                                                                                     |
|--------|----------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Rs._____ | 10%               | On or Before Execution of this Agreement For Sale                                                                                                                                                                                                                                               |
| 2      | Rs._____ | 25%               | On Completion of Plinth Work of Flats/Shops Building                                                                                                                                                                                                                                            |
| 3      | Rs._____ | 10%               | On Completion Second Slab                                                                                                                                                                                                                                                                       |
| 4      | Rs._____ | 10%               | On Completion Fourth Slab                                                                                                                                                                                                                                                                       |
| 5      | Rs._____ | 10%               | On Completion of Sixth Slab                                                                                                                                                                                                                                                                     |
| 6      | Rs._____ | 10%               | On Completion of Ninth Slab                                                                                                                                                                                                                                                                     |
| 7      | Rs._____ | 5%                | On completion of walls, internal plaster, floorings of the said Shop/ Flat /Apartment                                                                                                                                                                                                           |
| 8      | Rs._____ | 5%                | On completion of Sanitary fittings, staircases, lift wells, lobbies upto floor levels, doors and windows of the said Flat/Shop/Apartment                                                                                                                                                        |
| 9      | Rs._____ | 5%                | On completion of external plumbing, external finishing, elevation, terraces with water proofing of the building                                                                                                                                                                                 |
| 10     | Rs._____ | 5%                | On completion of lifts, water pumps, electrical fittings, electro mechanical and other environment requirements, entrance, paving of areas appertaining 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 |
| 11     | Rs._____ | 5%                | At the time of Possession of the Flat/Shop/ Apartment to the allottee or upon on receipt of completion/ occupancy Certificate or as mutually decided among the parties.                                                                                                                         |
| Total  | Rs._____ | 100%              |                                                                                                                                                                                                                                                                                                 |

3.2 All payments shall be made by the Purchaser by cheque duly drawn at Amravati, payable to and in the name of the Promoter ; M/S. Vandan Infra Projects Private Limited.

- 3.3 The Total consideration above excludes Taxes (consisting of tax paid or payable by the Developer 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 unit and total price of the said Unit is given considering GST input set-off impact of the said transaction. This consideration amount and the setoff mechanism have been explained to the purchaser by the promoter and the purchaser has verified the same. Hence the consideration amount decided in this agreement is net off GST. Therefore, the purchaser in no case shall demand any further reduction/rebate/refund in the agreed price and taxes for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same.
- 3.4 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 Purchaser/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 Purchaser/Allottee, which shall only be applicable on subsequent payments.
- 3.5 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Promoter shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause mentioned hereinabove.
- 3.6 The Purchaser/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 Purchaser/Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 3.7 It is hereby expressly agreed to by the Purchaser/s that all the installments of the consideration as set out above and all other amounts and monies payable by the Purchaser/s to the Promoters under this agreement shall be made on the due dates and /or as hereby stipulated without delay or default. It is agreed to by the Purchaser/s that time in respect each of the payments under this agreement including the installments, other deposits, charges and amounts is and shall always be the essence of the contract. If the Promoter fails to abide by the time schedule for completing the project and handing over the unit to the Purchaser/Allottee, the Promoter agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. In the event of any delayed payment being received by the Promoter from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.
- 3.8 The Purchaser/s has/have agreed to acquire the said unit together with the exclusive right to the other specified areas subject to and inconsonance with the terms of these presents (either and/or both in case applicable by Agreement only and not otherwise). The consideration for the aforesaid is included in the

consideration payable in respect of the said unit by the Purchaser/s to the Promoters under this Agreement and where applicable and/or additionally payable the amount therefore is specifically separately reflected and otherwise presumed as that no additional/extra consideration is levied/paid.

#### 4. THE PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT:

The purchaser has agreed to pay consideration of the said Unit to the Promoter within the time stipulated mentioned hereinabove. The payment of consideration in time is the essence of this agreement. If the payment is not made by the purchaser/s in the time stipulated in the agreement, it shall be deemed that the purchaser/s has/ have committed breach of condition of this agreement and the Promoter herein shall be entitled to take such action as they are entitled to take in case of breach of any condition of this agreement including to terminate this agreement.

#### 5. INTEREST ON UNPAID DUE AMOUNT:

Without prejudice to the right of the Promoter to take action for breach arising out of the delay in the payment of the instalments on the due dates, the Allottee / Purchaser shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum or part thereof, on all the amounts which become due and payable by the Allottee/ Purchaser to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condonation of the delay by the Promoter against delay in payments by the Allottee / Purchaser.

#### 6. CONSTRUCTION:

- 6.1 The Promoter shall complete the construction of the said Unit in accordance with the sanctioned /revised building Plans and specifications, fixtures, fittings and amenities by utilizing FAR/FSI originating from the physical area of the said property and by utilizing FAR/FSI by way of additional FAR/FSI by way of TDR or by whatever name called or availing the same from the market, as is and to the extent permissible under the Development Control Regulations and/or under any such concerned statute or rules.
- 6.2 The Purchaser hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the sanction plan of the said Project (i) in case the same is required to be done under any rule, regulation, enactment then in force, or (ii) consequent to use, utilization and consumption of the unconsumed or additional FAR/FSI for construction of the building on the said Property and/or adding the construction thereto, without adversely affecting the construction of the said Unit as agreed to be purchased by the Purchaser.
- 6.3 For the afore stated purposes, the Purchaser hereby empowers the Promoter, to make necessary representations for and on behalf of the Purchaser before the concerned authorities, including the authorities of alteration, change, modification, revision, renewal and sanction of the plans for construction of the building; additional or otherwise, without prejudicially affecting the said Unit being purchased by the Purchaser.
- 6.4 The Said Promoter shall have preferential/pre-emptory right to utilize the balance/unconsumed/residual or available FAR/ FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said property, to which the Purchaser hereby agrees and shall always be deemed to have agreed.
- 6.5 Subject to the right to revise and of revision of the plans for construction of the building on the said property by the said Promoter, as hereinbefore agreed, no part of the said FAR/FSI has been utilized by the Promoter anywhere else.
- 6.6 The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is 19,989.92 square meters only and Promoter has planned to utilize Floor Space Index of 4.0. The Promoter has disclosed the Floor Space Index upto 4 is proposed to be utilized by him on the said Property in the said

Project subject to sanction of concerned authority and same shall not adversely affect the said unit.

#### 7. ALTERATIONS AND MODIFICATIONS IN SANCTIONED BUILDINGS PLANS:

The promoter herein has specifically informed the purchaser/s that the present sanctioned buildings plans sanctioned by Amravati Municipal Corporation (AMC) is for the part of FSI of the said property and further sanction to the building plans for remaining FSI of the said property is yet to be received and for that the Upper Floor plan have to be changed and hence the purchaser/s hereby gives his/ her/ their irrevocable consent to the Promoter/said Owner herein to carry out such alterations, extensions/modifications in the building plans which are under construction or to be constructed on the said property and to change elevation of the building, landscaping, boundary wall or fencing and to convert construction portion into terraces and vice-versa, as said Promoter in its sole discretion may things fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulation, order or request made by local authority, planning authority, competent authority or Government or any officer of local Government.

Provided, the said Promoter herein shall have to obtain prior consent in writing of the purchaser/s if such alterations and modifications affect the location, internal construction or the area of the said unit and for that also the purchaser/s herein shall have no right to withhold such permission without any reasonable cause and shall give such permission (without demanding any amount under whatsoever head) as and when required by the Promoter herein.

#### 8. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:

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 development controlling authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Said Unit to the Allottee / Purchaser herein, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the Said Unit. The Allottee / Purchaser herein also shall observe and perform all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the Said Unit is situated.

#### 9. TERMINATION OF AGREEMENT:

- 9.1 Without prejudice to the right of Promoter to charge interest mentioned hereinabove, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/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 Purchaser/Allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this agreement:
- 9.2 Provided that, Promoter shall give notice of 15 days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his 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 Purchaser/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.
- 9.3 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/Allottee (subject to adjustment and recovery of any administrative expenses of an amount of equivalent to 10% of agreement value and/or any other expenses incurred by the Promoter for such unit as requested by the Purchaser/Allottee or any other amount which may be payable to Promoter) within a period of 30 days of the termination, the instalments of sale consideration of the Unit which may till then have been paid by the Purchaser/Allottee to the

Promoter and the Promoter herein shall be entitled to deal with the said Unit with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this Agreement.

- 9.4 For whatsoever reason if the Purchaser/Allottee(s) herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said Unit then, the Purchaser/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Unit with prospective buyers. After receipt of such notice of intention the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement. Upon such cancellation, the G.S.T liability already paid shall not be refunded in any case.
- 9.5 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Unit between the Promoter and Purchaser/s herein terminated as stated in Clause 9.1 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Purchaser/s herein, in respect of the said Unit, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

#### 10. SPECIFICATION:

The specification of the said unit and the fixtures, fittings and amenities to be provided by the Promoter in the said buildings and the said units are those that are annexed hereto. If any extra fittings, fixtures and are required by the purchaser/s, then the purchaser/s shall inform in writing to the Promoter herein and if it is possible for the Promoter, then the Promoter herein at his/its/their sole discretion may provide the same, provided the purchaser/s accepting the cost / price of such extra amenities and undertake to pay or deposit the same prior to or immediately after the commencement of such extra work and for such additions bill raised by the promoter shall be final.

#### 11. PURCHASERS DECLARATION:

Notwithstanding anything contained anywhere in this Agreement, the Purchaser hereby declares, confirms and agrees that:

- 11.1 The Purchaser is aware that, the promoter agreed to sell the said unit on the basis of the Carpet area and the area of carpet shall be measured wall to wall area before Plaster and does include the area of balcony /terrace, the area of carpet shall be conclusive.
- 11.2 The area of Parking has been allotted for the convenience purposes and avoids the dispute between the unit purchasers and same does not have any co-relation with the price of the said unit.
- 11.3 The Promoter has also reserved all its rights to avail, use, utilize and consume the FSI originating from the physical area of the said Property and/or additional FAR/FSI otherwise as and when permitted, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter.
- 11.4 The Promoter has also reserved all its rights to avail, use, utilize and consume the additional FAR/FSI on the said Property and/or any part thereof, including Transferable Development Index or otherwise by whatever name called, as may be permissible under the concerned rules and regulations.
- 11.5 The Purchaser/s shall use the said unit accommodation or any part thereof or permit the same to be used only for the purpose permitted by the local authority.
- 11.6 The Promoter has also reserved all its rights and discretion to form one or more Organizations/Associations for the buildings, in phases and/or otherwise, either in the nature of co-operative housing society and/or such other organization as may

be permissible in law, and as may be found suitable and convenient by the Promoter, either on the basis of building/s and/or otherwise entirely at the discretion of the Promoter.

11.7 The Purchaser shall not cause any obstruction and/or impediment and/or raise any objection to the activities of development of the said Property being made phase-wise by the Promoter,

11.8 The Promoter shall be entitled to compensation from the Purchaser in case any obstruction or impediment of any nature raised to the development of the said Property and/or consumption of FAR/FSI for any building thereon, by and on behalf of the Purchaser, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment raised by the Purchaser.

## 12. DELIVERY OF POSSESSION:

The Promoters shall give possession of the unit to the Purchaser/s by 31/03/2023 subject to grace period of 6 months. If the Promoters fail or neglect to give possession of the unit to the Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act then the Promoters shall be liable on demand to refund to the Purchaser/s the amount/s received by them in respect of the unit/s with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum from the date the Promoters received the sum till the day the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute, whether the stipulation specified in section 8 have been satisfied or not will be referred to the Competent Authority. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser/s they shall, subject to prior encumbrances if any, have a charge on the said unit/s Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of units/ on the aforesaid date, if the completion of building in which the unit/s is to be situated is delayed on account of :

- i. Non availability of steel, cement, other building material, water or electric supply.
- ii. War, civil commotion or act of God.
- iii. Any notice, order, rules, notification of the Government,
- iv. Permission/NOC under Environment Clearance and/or Other,
- v. Public, court or Competent Authority.
- vi. Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then affecting the development and the project or unavailability of labour.
- vii. Delay in grant of any NOC/permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme/flat/road NOC or completion certificate from Appropriate Authority the Promoters having complied with all requirements.
- viii. Delay by local authority in issuing or granting necessary completion or Occupation Certificate, the Promoters having complied with all requirements.
- ix. Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned hereinabove
- x. Any extra work required to be carried out in the said accommodation as per the requirement and at the cost of the Purchaser/s.
- xi. Any circumstance beyond the control of the Promoter.

## 13. PROCEDURE FOR TAKING POSSESSION:

13.1 After completion of construction of the Said Unit and after receipt of completion certificate in respect of said unit, the Promoter herein shall inform in writing to the Purchaser that the Said Unit is ready for use and occupation and on receipt of such intimation, the Purchaser herein within 7 days shall take the possession of the Said Unit after inspecting the Said Unit in all respect and get satisfied according to the terms and conditions of this agreement. After Purchaser is/are satisfied herself/himself/themselves as aforesaid, at his/her/their request the Promoter herein shall give the possession of Said Unit to the Purchaser on payment of all dues payable by the Purchaser, and the Purchaser herein has not committed any

default in payment of consideration in instalment on due date to the Promoter in pursuance of these presents. The Allottee/Purchaser herein shall take the possession of the Said Unit within 7 days from the date of written intimation issued by the Promoter to the Purchaser herein intimating that, the Said Unit is ready for use and occupation.

- 13.2 If the Promoter herein, fails to complete the construction of the Said Unit, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Purchaser and the Promoter herein, if the Purchaser has paid the consideration and other amount to the Promoter on due date and has not committed any breach of payment then only the Purchaser herein shall be entitled to receive from the Promoter, compensation calculated at the rate of with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum consideration of the Said Unit, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the Unit is completed and ready for handing over the possession to the buyer of the unit. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Unit. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Purchaser, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Purchaser failed to pay the due instalment on due date, amount to breach of aforesaid condition and Purchaser is not entitled to receive the aforesaid compensation.
- 13.3 It is further agreed between the parties hereto that, after receiving the possession of the Said Unit by the Purchaser in pursuance of this clause, the Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

#### 14. DEFECT LIABILITY:-

- 14.1 If within a period of five years from the date of handing over the Unit to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit 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 Purchaser/Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however that, the Purchaser/Allottee(s) shall not carryout any alterations of the whatsoever nature in the said Unit of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Unit by the occupants, vagaries of nature etc.

- 14.2 That it shall be the responsibility of the Purchaser/Allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his fault are regularly filled with white cement/epoxy to prevent water seepage.
- 14.3 Further where the manufacturer warranty as shown by the Promoter to the Purchaser/Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/Allottee(s) the Promoter shall not be responsible for any defects occurring due to the same.

- 14.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Units and the common project amenities wherever applicable.
- 14.5 That the Purchaser/Allottee has been made aware and that the Purchaser/Allottee 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 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 14.6 It is expressly agreed but before any liability of defect is claimed by or on behalf of the Purchaser/Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

#### 15. PURCHASERS OTHER OBLIGATIONS:

The said Promoter has informed the Purchaser and the Purchaser is aware that the Purchase of the said unit shall be subject to all the following conditions:

- 15.1 The Purchaser shall be bound and hereby undertakes to and continue to observe, comply with and follow all directions issued by the various authorities including Maharashtra Pollution Control Board.
- 15.2 A) It is hereby agreed and confirmed that no Purchaser/Allottee of Shop Units on lower ground and upper ground floors, or anybody claiming through them as lessee/assignees or otherwise, shall have any right to do business of selling wine, beer, foreign or country liquor of any quality in retail or wholesale basis at any point of time, in present or in future. Similarly, they shall not have any right to do any business of sale and/or preparation of fish, mutton or any other non-vegetarian foods.
- B) It is hereby agreed and confirmed that that no Purchaser/Allottee of Shop Units or anybody claiming through them as lessee/assignees or otherwise, shall have any right to do business of gambling, satta or any illegal business, at any point of time, in present or in future.
- 15.3 The unit allotted is a residential or commercial unit as per sanction map. Thus the Purchaser shall use the same only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of said Promoter/the Association of Allottees as the case may be.
- 15.4 The access to the individual unit shall be as per the sanctioned plan and/or revised plan from time to time.
- 15.5 The Purchaser shall not join two adjacent units and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Unit without the permission of Promoter and concerned Planning authority.
- 15.6 The said unit shall be impartable, and shall always remain as one. The Purchaser shall not sub-divide and/or dispose of the same in part.
- 15.7 The Purchaser shall maintain the said unit at his/ her own cost in good repairs and condition from the date of grant of possession of the said unit is taken.
- 15.8 The Purchaser shall not store in the said unit any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, and byelaws of the said organization, statutory or other authorities. Any damage so caused by act or omission on the part of the Purchaser to the said unit or other Said

units in the scheme shall entirely be at the risk as to cost, consequences, damages of such Purchaser.

- 15.9 The Purchaser shall carry at his/her own cost, all internal repairs to the said Unit and shall keep the said Unit in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.
- 15.10 The Purchaser shall be bound, observe and comply with all regulations, stipulations, terms and conditions, if any, relating to and in respect of electricity, water, environment laid down and called for from time to time, by any statutory authority including the State or Central Government under any concerned statute at any time either before or after the sanction of the plans for construction of the building or completion of construction as the case may be.
- 15.11 On delivery of possession, the entire responsibility or liability to retain and maintain the said Unit as per the sanctioned plans shall be on the Purchaser. The Purchaser shall not make any deviation there from and in case of any act or omission or default committed therein, the Purchaser alone shall be liable and responsible for any consequence arising there from with cost.
- 15.12 The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Property/ building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- 15.13 The Purchaser shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Property and/or the building other than designated disposal space or facilities for the entire scheme.
- 15.14 The Purchaser shall not put signage at any places and/or on the building façade, the Purchaser can put their signage only at a designated place and that too with prior written approval of said Promoter.
- 15.15 The construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by said Promoter and his/her Architect in writing.
- 15.16 The installation of any grills or any doors shall only be as per the form prescribed by the said Promoters' Architect.
- 15.17 All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason.
- 15.18 The Purchaser shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said Association for "use" of the Unit in the said scheme or in any other part of the said Property.
- 15.19 Notwithstanding anything contained anywhere in this agreement, the Purchaser shall not:
- i) demolish or cause to be demolished the Unit or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc or in the said unit or any part thereof,
  - ii) make any holes/ cuts/ breakages/ chiselling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,

- iii) make any change in the external colour scheme of the building/ wing in which the said unit is located,
- iv) extend the said Unit or make any external attachments to the walls of the Unit like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the said unit ,
- v) cover, fully or partially, any terrace or other projection with any structure,
- vi) use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- vii) obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- viii) raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space if allotted.

15.20 The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

15.21 Since the purchaser have opted for covered car parking and since there are limited number of Car Parking, the purchaser would only exercises to use the common area parking once the right to use the open parking has been ratified by the Association and handed over to the purchaser/allotees who have not opted for covered car parking. (OR)

15.22 Since there are limited number of Car Parking and the purchaser had not applied for any parking, the Purchaser would only exercises to use the balance common area parking once the right to use the open parking has been ratified by the Association and handed over to the purchaser/allotees who have opted for car parking.

## 16. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate and provisions of this Agreement or of an transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Unit shall be subject to all the following conditions :- (each/either applicable in the context of the specific sale)

16.1 The Purchaser agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and amenities on request of the Purchaser.

16.2 The Purchaser/s shall not demand to be compensate for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Unit to the Purchaser/s.

16.3 It is specifically understood that the all the various features such as furniture layout in a unit, vegetation and plantation shown around the building/unit, color scheme, vehicles etc to increase the aesthetic value only and is not factual. These features/amenities are not agreed to be developed or provided by the Promoter to the purchasers.

16.4 In the event the Association of unit purchasers of said building being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc of the said Association shall always be subject to the overall rights and authorities of the promoters to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the promoters may deem fit and proper and further agreed

upon that the promoters shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units which are unoccupied.

16.5 The Allottee/Purchaser shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Shop/Flat, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

16.6 From the date of Completion/Occupation Certificate or Allottee /Purchaser starting the use of the Said Unit, whichever is earlier the Allottee / Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Unit and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the Said Property to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee/Purchasers of units in respective buildings if the Association is not formed or ad-hoc committee appointed by the Promoter from Allottee/Purchasers who are members for the Association of such building which is to be formed by the Promoter herein as stated hereinbefore.

#### 17. NO GRANT DEMISE OR ASSIGNMENT:

None of the actions, concessions or indulgence shown by the Promoter shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof. The Purchaser shall have no claim remain the property of the promoter until the said Sale Deed is executed by the Promoter as per the terms and conditions of this agreement. The Promoter is aware that the Purchaser may obtain loan from financial institution/s banks and the developer has no objection in mortgaging the said Unit to the financial institutions/bank, Being desirous of purchasing /acquiring a dwelling in the said project from the said Promoter with financial assistance from financial institutions/bank, the purchaser shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning / granting a loan to the purchaser, the purchaser hereby authorize financial institutions/bank to make disbursement thereof to the Promoters.

#### 18. EXCLUSIVE FACILITY OF OPEN PARKING SPACES:-

18.1 It is clarified between the Promoters and the Purchasers that as per the rules framed by State of Maharashtra under Real Estate Regulation and Development Act till formation of Association the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said Association, it is the necessity and requirement of the unit purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. For the effective management of parking spaces and in order to avoid any later disputes, the purchaser along with other unit purchaser hereby requested the developer to earmark parking spaces (open or in the stilt) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Purchaser/s hereby authorized and give irrevocable consent to the Promoter to do such earmarking of parking space at its sole discretion and the Purchaser/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the said Association and admission of the Purchaser/s to the said Association as a member thereof, the Purchaser/s shall cast his/her/their votes in the first general Body in favour of approving such parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has/have earmarked the parking spaces, will be allotted such respective parking space/s by the said Association for exclusive use along with rights of transferability in respect thereof.

18.2 The purchaser/s herein has/have granted his/her/their free, express and irrevocable consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or obstruction to the allotment of parking spaces made by the Promoter to any intending purchaser/s.

#### 19. CONVEYANCE DEED:-

19.1 THAT the Owner/Promoter does hereby agree with the Allottee/Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Owner/Promoter will execute a proper Sale Deed relating to the Undivided share and interest in the said common areas and also the entire R.C.C. Superstructure comprising Shop/Flat/Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Shop/Flat/Apartment chosen by the Purchaser to the Owner/Promoter.

19.2 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said common areas hereby agreed to be sold, the same will be held by the Allottee/Purchaser jointly with the other Co-owners thereof. However the Shop/Flat/Apartment chosen by Purchaser in the proposed multi-storied building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Unit Owners for the purpose of maintenance.

19.3 The promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Shop/Flat/Apartment or building which is still not sold or allotted and shall be allowed to do so by the Association without any restriction on entry of the building and development of common areas:

19.4 Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.

19.5 The promoter shall be entitled to develop and continue to develop with the right to use the internal access roads and all the facilities, amenities and services in the Project and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said Project land and any future increases in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority.

19.6 All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Other Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the Association of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

19.7 The Allottee and the Association of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

#### 20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser/Allottee as follows:

- 20.1 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;
- 20.2 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;
- 20.3 There are no encumbrances upon the project land as disclosed in the title report;
- 20.4 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;
- 20.5 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 Purchaser/Allottee created herein, may prejudicially be affected;
- 20.6 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 Unit which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- 20.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/Allottee in the manner contemplated in this Agreement;
- 20.8 The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchaser/Allottees;
- 20.9 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;
- 20.10 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.

## 21. AVAILMENT OF LOANS, MORTGAGE OR CREATE A CHARGE OVER THE SAID UNIT:

- 21.1 The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land.
- 21.2 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit 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 Purchaser/Allottee who has taken or agreed to take such Unit
- 21.3 The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

21.4 However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

## 22. PURCHASERS NOT TO PART WITH THE BENEFITS OF THIS AGREEMENT OR THE SAID UNIT:

The Purchaser/s shall not let, sublet, transfer, assign or part with this/her interest or benefit of this agreement or part with possession of the said premises until all the dues payable by him/her to the Promoters under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoters. Upon breach of this condition by the Purchaser, his assignee /transferee shall have no legal right to possess the SAID UNIT and to enjoy the benefits of these presents and such transferee / assignee would also be subject to appropriate legal action along with such Purchaser.

23. It is specifically understood by the Purchaser/s that the sample unit shown at site and brochure/s/leaflets published by the Promoters from time to time in respect of the scheme/s, are just advertisement material and contain various features such as furniture layout in and plantation shown around the building/s, scheme/s, colour scheme/s, placements of vehicle/s, etc, to increase the aesthetic value of the whole scheme/s and they are not the facts or things to be provided / developed by the Promoters.

24. Promoters herein are constructing building/s on the said Project Land in phases and the Purchaser/s shall not be entitled to raise any objection, obstruction, hindrance, etc., on whatsoever ground and also shall not claim any compensation/ remuneration/ demands, etc., regarding such phase wise construction and also allow one or more accesses for the same, as well as allow utilizing of the existing service lines such as water, drainage, electricity, etc., for the new phases. The Purchaser/s has no objection and hereby given his/her/their irrevocable consent for the same.

## 25. RIGHT TO USE OF INTERNAL ROAD/DRIVE WAYS:-

The purchaser is well aware that the developer can propose to develop the said project in phases and the developer is going to use the internal roads/drive ways in the said project. The developer shall use the internal roads/drive ways in the project for ingress and egress along with occupants of the said building.

## 26. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 Unit / building, as the case may be.

## 27. TDS:

Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the said Promoter under this Agreement to sell shall be acknowledged /credited by the said Promoter, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

Provided further that at the time of handing over the possession of the unit to the Purchaser by, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the said Promoter, which deposit shall refunded by the said Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that, in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the said Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser.

## 28. SERVICE OF NOTICES:-

That all notices to be served on the Purchaser/Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/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 PURCHASER/ALLOTTEE :

1. \_\_\_\_\_

2. \_\_\_\_\_

Address: \_\_\_\_\_

Email ID: \_\_\_\_\_

NAME OF PROMOTER:

Vandan Infra Projects Private Limited

ADDRESS: Sankalp Infratech, Plot No.13, Sahkar Nagar, Cotton Market, Amravati-444601 (Mah)

Email ID: [vandaninfra2020@rediffmail.com](mailto:vandaninfra2020@rediffmail.com)

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

#### 29. REGISTRATION OF THIS AGREEMENT:-

The Allottee/Purchaser herein shall present this Agreement as well as the Conveyance Deed at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with copy of registration receipt from the Allottee/Purchaser herein.

#### 30. STAMP DUTY:

The consideration of the said Unit / Tenement as agreed between the Promoter and the Purchaser herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said unit/tenement. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and stamp duty for this transaction is payable as per the Bombay Stamp Act, Schedule 1, Articles 25(d). The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Owner/Promoter and in favor of the Purchaser/s herein. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the purchaser/s.

Stamp Duty Calculation:

Agreement value : Rs. \_\_\_\_\_/-

Stamp Duty : Rs. \_\_\_\_\_/-

Registration Charges : Rs. \_\_\_\_\_/-

Consideration amount is more than the market value of the Unit affixed by the office of the Sub-Registrar of Assurances, Amravati. The Purchaser shall be liable to pay the stamp duty and Registration charges, except when the same is being borne by the Promoter in pursuance of early booking scheme being offered by Promoter. *(to be modified as may be applicable in individual case)*

### **SCHEDULE I**

i) All that piece and parcel of the land bearing layout converted amalgamated Plot Nos. 1 to 25, total admeasuring 4571.75 Sq. mtrs (49192.03 sq.fts), which are amalgamated as per order no. 0139 dated 25/11/2020 from field survey nos. 21, 28/1-A, 28/1-B and 28/1-C of Mouje Peth Amravati , Pragane Badnera, Tq and Distt- Amravati , converted as per Revenue Case No. NAP-34/Peth Amravati-58/1988-89 dated 15/12/1989 situated within the limits of Amravati Municipal Corporation, which is bounded as under :-

Towards East :- 15 mtr wide Road  
Towards West :- 9 mtrs wide Road & Drainage for Water  
Towards North :- 12 mtr wide Road  
Towards South :- 9 mtr vide Road

ii) T.D.R. (rights) admeasuring 650.55 Sq.mtrs (7002.52 Sq.fts) out of total rights admeasuring 3690 sq.mtr of TDR Certificate bearing No. 144 issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/144/2019 dated 07/10/2020 from out of field survey No. 24/3 of Mouje Navsari, Tq and Distt- Amravati acquired by Amravati Municipal Corporation, Amravati for reservation No 18.0 m wide D.P. Road

SCHEDULE II  
SHOP/FLAT/APARTMENT

All that;  
Building :- A1-B1/ A2-B2  
Wing :- A1/B1/A2/B2  
Floor No :- \_\_\_\_\_ Floor  
Shop No./ Flat/ Apartment No. :- \_\_\_\_\_  
Carpet Area - \_\_\_\_\_ Square Meters

Consisting of \_\_\_\_\_ and exclusive areas of the Flat/Apartment \_\_\_\_\_, which is bounded, towards East \_\_\_\_\_, towards West \_\_\_\_\_, towards North \_\_\_\_\_, towards South \_\_\_\_\_, being constructed on the said Property, more particularly described in the Schedule I written above, together with fixtures, fittings, facilities, amenities and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto along with alongwith \_\_\_\_% undivided share in common area and facilities.

IN WITNESS WHEREOF the parties hereto have set and subscribed their signatures hereto on the day and at the place hereinabove first written.

|                                                         |       |           |
|---------------------------------------------------------|-------|-----------|
| SIGNED SEALED AND DELIVERED by the above named PROMOTER |       |           |
| through its Authorised Signatory :                      |       |           |
|                                                         |       |           |
| PHOTO                                                   | THUMB | SIGNATURE |

|                                                                     |       |           |
|---------------------------------------------------------------------|-------|-----------|
| SIGNED, SEALED AND DELIVERED by the above named PURCHASERS/ALLOTTEE |       |           |
| 1. _____                                                            |       |           |
|                                                                     |       |           |
| PHOTO                                                               | THUMB | SIGNATURE |



|                                                                                                                                                                                                                                                                |                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Security and Surveillance                                                                                                                                                                                                                                      | CCTV video surveillance for all common areas including parking         |
| Environment measures                                                                                                                                                                                                                                           | Rain water harvesting                                                  |
| Power Back up                                                                                                                                                                                                                                                  | Diesel Generator Set for power back up for common areas and facilities |
| Parking                                                                                                                                                                                                                                                        | Allotted Parking Space                                                 |
| The aforesaid specifications are general and subject to change as per availability of the material. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid. |                                                                        |

ANNEXURE 4

A) **COMMON AREAS AND FACILITIES:**

1. The parcel of the land as described in the First Schedule above
2. Compound wall and Iron Grill Gates
3. A stairway as per Sanctioned Map
4. Portion of the ground floor as shown in the sanctioned map, to be used as Parking place of the flat / shop owners, to the extent not specifically allotted.
5. One overhead tank to store water
6. Electric pump set installed for pumping water to overhead tank
7. Electric wiring throughout the common areas
8. Foundation, main walls, columns of building, excepting the terrace of the Building
9. Lift/Elevator with lift room, lift well and elevator equipment to be fixed at the space provided only for the flat owners.
10. Plumbing Network throughout the building
11. CCTV camera at main gate, entrance lobby and parking area of the building.

B) **LIMITED COMMON AREAS AND FACILITIES:**

1. Partition walls between the two units shall be limited common property of the said two units.
2. The Scooter parks, car parks, will be allotted to the specific unit purchaser/s by the Promoter as per his discretion or to be retained exclusively by the Promoter for his use and enjoyment.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement and Deed of Declaration.

C) **RESTRICTED AREAS AND FACILITES:-**

1. Attached Terraces and attached Balcony Area shall belong to the Purchasers of the Flat to which they may be attached and they shall have exclusive right to use, occupy, enjoy and possess the same.
2. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include terraces within the said property and in the building/s which is/are under construction or shall be constructed in future on the said property is reserved and Promoter shall have exclusive rights to sell, rent or transfer/convey the same in part or in full to any person, Or to Convert the Restricted Area into Common Area or vice-versa.
3. Rights in respect of remaining/unconsumed/residual or future FSI and/or TDR in respect of the said Property shall belong to the Owners/Promoters.

ANNEXURE 5

Copy of the sanction letter/commencement certificate.

ANNEXURE 6

Copy of the Gaon Namuna 7.

ANNEXURE 7

Copy of Certificate of Title issued by Promoter’s Advocate.

ANNEXURE 8

Authenticated Copy of Registration Certificate under RERA

**NOTE:**

It is submitted that the said draft of Agreement For Sale is prepared as per RERA ACT. But the said Draft will modified or altered or amended as per requirement of Purchaser and after any changes in sanction of the building plans, any future extension/development, purchase or allotment of any TDR rights and also future consumption of balance/residual or extra FSI consumed and the said modification, alteration or amendment will be done as per provisions, rules and Regulations of RERA Act.