Mouje: ----------,	Zone No.----------,
Survey No.--------	Govt. Rate: ---------/- per sq.mt,
Plot No.----------	Building Name: ----------
Flat No.----------,	Carpet area: ----------

AGREEMENT OF 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 Sub Registrar Office Amravati)

==========

This agreement made at _____ this _____ day of _____ in the year 2019

BETWEEN -

PARTY NO.1:- **M/s Sankalp Builders & Developers, Amravati,**
through its Partner **Mr. Kunal s/o Ashokrao Jiwarkar,**
Age – 29 Yrs, Occ.- Business
Office at 27, Jagruti Colony, Kanta Nagar, Amravati,
Tq. Dist Amavati, 444602.
(PAN No. ACGFS5943L)

Hereinafter called as the **Owner/ Vendor/ Promoter** (which expression shall, unless repugnant to the context or meaning thereof, deemed to include his/her heirs, legal representatives, executors, administrators, successors and assignees) of ONE PART

AND

PARTY NO.2:- _____,
Age ___ years, Occupation: _____,
R/o: _____,
(PAN No. ----------)

Hereinafter called as **Allottee/ Purchaser** (which expression shall unless repugnant to the context or meaning thereof, always mean and include his/her heirs, legal representatives, executors, administrators, successors and assignees) of SECOND PART.

WHEREAS the owner/promoter hereinabove named owns of **Plot no.1** by way of sale deed registered dated 07/03/2018 reg. at serial no. 902/2018 and agreement to sale registered dated 18/11/2017 reg. at serial no. 4857/2017 and Correction deed registered dated 06/11/2018 reg. at serial no. 4347/2018 from Shri. Shyam Madhukarrao Deshmukh

before the office of Jt Sub-Registrar Amravati city-2 and **Plot no.2** by way of sale deed registered dated 03/04/2018 reg. at serial no. 1334/2018 and agreement to sale registered dated 18/11/2017 reg. at serial no. 4858/2017 and Correction deed registered dated 06/11/2018 reg. at serial no. 4346/2018 from Shri. Nilesh Ramakant Deshmukh before the office of Jt. Sub-Registrar, Amravati city-2 and more particularly described in the First schedule hereunder written **(hereinafter referred to as "the said land")**.

WHEREAS the owner/promoter has purchased the T.D.R. admeasuring 169.00 Sq.mt by virtue of the sale deed dated 11/04/2018 reg. at serial no. 1478 with sub-registrar Amravati city-2 from Shri. Rameshchandra Dhanjibhai Somaiyya, Shri. Rshmikant Dhanjibhai Somaiyya & Shri Jaikant Dhanjibhai Somaiyya.

WHEREAS the Owner/Promoter named above has obtained permission for amalgamation from town planning Department, Amravati Municipal Corporation as permit No. AMC/ADTP/0953/2017 dated 01/02/2018 and the same is duly mutated as per order by Tahasildar Amravati to Concerted Talathi, Rahatgaon dated 22/03/2018.

WHEREAS the Owner/Promoter named above is the absolute owner and in possession of the above mentioned Amalgamated **Plot no.1 & 2** total admeasuring 7276.00 Sq.ft. (676.00 Sq.mt) and his name is recorded in revenue record as owner thereof. AND

WHEREAS the Owner/Promoter has commenced the construction a multistoried building known as **"SANKALP HERITAGE"** on the said land in pursuance of the map sanctioned by the A.D.T.P., Municipal Corporation, Amravati as per order no. 275 dated 26/11/2018 thereon consisting of various self contained separate Apartments therein: AND

WHEREAS the Owner/Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the same is the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings; AND

WHEREAS the Owner/Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____ dated ---------- authenticated copy is attached in **Annexure---------**; AND

WHEREAS the Owner/Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by it on the said land and to enter into Agreement/s with the prospective Purchaser (S)/s of the Apartments to receive the sale consideration in respect thereof; AND

WHEREAS on demand from the Allottee/Purchaser, the Owner/Promoter has given inspection to the allottee/purchaser of all the original documents of title relating to the said

land, deed of declaration and the plans, map sanctioned by the A.D.T.P., Municipal Corporation, Amravati etc and as such other documents as are specified under the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as **"the said Act"**) and the Rules & Regulations made thereunder; AND

WHEREAS the authenticated copies of certificate of title issued by the Advocate of the Owner/Promoter, authenticated copies of village forms 6&2 / 7/12 extract / Property Card showing the nature of the title of the Promoter to the said land on which the apartments are constructing or are to be constructed have been annexed hereto; AND

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser have been annexed hereto; AND

WHEREAS 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 at Sr. No. ---------- dated ---------. Thus the said project is governed by the provisions of the Maharashtra Apartment Ownership Act, 1970. Since the provisions of the Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and bye-laws appended thereto shall always remain binding upon the Allotee/Purchaser and his/her/ their successors in title; AND

WHEREAS the Owner/Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned building plans; AND

WHEREAS upon satisfaction in all respects, the Allottee/Purchaser has agreed to Purchase and the Owner/Promoter has agreed to sell of an apartment/Flat/shop no._____ situated on _____ floor in the building constructing on the said land and to be known and styled as **"SANKALP HERITAGE"**; 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, area now willing to enter into this agreement on the terms and conditions appearing hereinafter; AND

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

1. a (i) The Allottee/Purchaser hereby agrees to purchase from the Owner/Promoter and the Promoter hereby agrees to sell to the Allottee/Purchaser apartment no._____ having carpet area admeasuring _____ sq.meters on _____ floor in the building **"SANKALP HERITAGE"** (hereinafter referred to as "the Apartment/flat") as shown

in the floor plan thereof hereto annexed for the total sale consideration of Rs._____. 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 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 society, charges for formation & registration of society, 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 Apartment/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 Apartment/flat.

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

1(c) The Allottee/Purchaser has paid on or before execution of this agreement a sum of Rs._____ (Rupees _____ only) as earnest amount to th promoter/ owner as under;

Amount (Rs.)	Particulars
Rs.---- (in words -----)	

the Owner/Promoter herby acknowledges the receipt of the same subject to realization of above said cheques/------. And hereby agrees to pay to that promoter the balance amount of Rs._____ (Rupees _____ only) in the following manner (As decided both parties):-

Sr No.	Particulars	% of total Amount	Amount (Rs.)
1.	On booking	10	
2.	On Plinth	25	
3.	On 1st slab	10	
4.	On 2nd slab	10	
5.	On 3rd slab	10	
6.	On 4th slab	10	
7.	On 5th slab	10	
6.	On finishing, electric fitting	10	

7.	At the time of Possession of the flat to the allotee or upon on receipt of completion/ occupancy Certificate or as mutually decided among the parties.	5	

1(d) That, the total price of the apartment is of Rs._____. Besides the cost of apartment, the Allottee/Purchaser has to pay the applicable all types of taxes/ charges to the Owner/Promoter separately simultaneously with the payment of each installment.

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 Bodes/Government from time to time. The Owner/Promoter undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost or levies imposed by the competent authorities etc., the Owner/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/Purchaser, which shall only be applicable on subsequent payments.

1(f) That during the period of building construction the Allotee/Purchaser may enter upon the said plot of land to inspect the plans, specifications and other things relating to building construction, with two days advance intimation and prior permission of the Owner/Promoter.

1(g) The Owner/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

2.1 That the Owner/Promoter here by agrees to observe, perform and comply with all the terms, conditions, stipulation and restriction if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and

shall, before handling over possession of the apartment to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificate in respect of the apartment.

2.2 Time is essence for the Owner/Promoter as well as the Allottee/Purchaser. The Owner/Promoter shall abide by the time schedule for completing the building and handing over the apartment to the Allottee/Purchaser and common areas to the association of the Allotee/Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, Allotee/Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreements subjects to the simultaneous completion of construction by the Owner/Promoter as provided in above para.

3 If the allottee/purchaser agrees to pay to the Owner/Promoter, interest basic rate 18% per annum on all the delayed payments which become due and payable by the allottee/purchaser to the promoter under the terms of this agreements from the date the said amount is payable by the allottee/purchasers to the promoter

4 Without prejudice to the right of promoter to charge interest in terms of above para, on the allottee/purchaser committing default in payments on due date of any amount due and payable by the allottee/purchaser to the promoter under this agreement and on the allottee/purchaser committing three defaults of payments installments, the promoter shall at his own option, terminate this agreement.

Provided that, promoter shall give notice of fifteen days in writing to the allottee/purchaser, registered post AD at the address provided by the allottee/purchaser and mail at e-mail address provided by the allottee/purchaser, of his intention to be terminated this agreement and of the specific breach of terms and condition in respect of which it is intended to be terminated the agreement. If the allottee/purchaser fails to rectify the breach or breaches mentioned by the promoter with in the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement and he can recover liquidated damages from allottee/purchaser.

Provided further that upon termination of this agreement as aforesaid, the promoter shall be liable only for the refund 70% amount to the allottee/purchaser by deducting the amount of liquidated damages, which may be payable to promoter with in a period of thirty days of the termination.

5. The Owner/Promoter shall give possession of the apartment to the allottee/purchaser on or before _____ day of _____ 20___. If the promoter fails or neglects to give possession of the apartments, then the promoter shall be liable on demand

to refund to the allottee/purchaser the amounts already received by him in respects of the apartment with interest at the same rate as may mentioned in the rules form the date promoter received the sum till the date the amounts and simple interest there on is repaid.

Provided further that the Owner/Promoter shall not deliver the actual physical possession of the said Apartment to the Allotee/Purchaser until the entire Consideration and also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser in full to the Vendor/Developer hereto.

Provided that the Owner/Promoter shall be entitled to reasonable extension of time for giving delivery of apartments on afore said date, if the completion of building in which the apartments is to be situated is delayed on account of; (1) War, civil commotion or act of God. (2) Any notice, order, rule, notifications of the governments and/or other public or competent authority/court. (3) Delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

6. The Owner/Promoter, upon obtaining the occupancy certificate from the competent authority and the payments made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of Apartment, to the Allottee/Purchaser, in terms of this agreements to be taken within Three months from the date of issue of such notice and the Owner/Promoter shall give possession of the apartment to the allottee/purchaser. The Owner/Promoter agrees and undertakes to indemnify the allottee/purchaser in case of failure fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The allottee/purchaser agrees to pay the common maintenance charges as determined by the Owner/Promoter or association of allottee/purchaser, as the case may be.

7. Upon receiving a written intimation from the Owner/Promoter as per aforementioned clause, the Allottee/Purchaser shall take possession of the apartment from the Owner/Promoter by executing necessary indemnities, undertakings and conveyance deed as both parties decided mutually and the Promoter shall give possession of the Apartment to the allottee/purchaser. In case the Allottee/purchaser fails to take possession within the time provided in above clause, such Allottee/purchaser shall continue to be liable to pay common maintenance charges as applicable.

9. THAT the Owner/Promoter does hereby agree with the Alottee/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 Plots of land and also the entire R.C.C. Superstructure comprising 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 Apartment chosen by the Purchaser to the Owner/Promoter.

10. THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plots of land hereby agreed to be sold, the same will be held by the Allotee/Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried 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 Apartment Owners for the purpose of maintenance.

11. If within a period of five years from the date of handing over the Apartment to the Allottee/purchaser or date occupancy certificate which is earlier, the Allottee/purchaser brings to the notice of the Promoter any structural defect in the apartment or the building in which the apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the allottee/purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/purchaser shall not carry out any alterations of the whatsoever nature in the said Apartment and in specific the structure 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 Allottee/purchaser/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/ Owner, 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/ Owner, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment/Flat by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee/purchaser 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 Apartment/Flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter/ Owner to the Allottee/purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said building, and if the annual maintenance contracts are not done/renewed by the Allottee/purchaser, the Promoter/ Owner shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and 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 Apartment/Flat and the common project amenities wherever applicable.

That the Allottee/purchaser has been made aware and that the Allottee/purchaser 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.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/purchaser 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.

12. The Allottee/purchaser shall use the Apartment or any part there of or permit the same to be used only for purpose of residence. The Allottee/purchaser shall use the parking space only for purpose of keeping or parking vehicle.

13. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER

The Owner/Promoter here by represents and warrants to the allottee/purchaser as follows:

i) The promoter has clear and marketable title with respect to the project land; a declared in the title report an annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

ii) The Owner/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the projects and shall obtain requisite approvals from time to time to complete the development of project;

iii) There are no encumbrances upon the project land or the project except those disclosed in title report;

iv) There are no litigations pending before any court of law with respect to the project land or project expects those disclosed in the title report;

v) All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building shall be obtained by following due process of law and the Owner/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 Owner/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/purchaser herein, may prejudicially be affected;

vii) The Owner/Promoter has not entered into any agreement for sale and/or development or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [apartment/flat] which will, in any manner, affect the rights of Allottee/purchaser under this Agreement;

viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/purchaser in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance/Sale deed of the Apartment in favor of allottee/purchaser, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/purchasers;

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

i) To maintain the Apartment at the Allottee/purchaser's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the

Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the apartment is situated and in case any damage is caused to the building in which the apartment is situated or the apartment on account of negligence or default of the Allottee/purchaser in this behalf, the Allottee/purchaser shall be liable for the consequences of the breach.

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

iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Owner/Promoter and/or the association of the apartment’s owner.

v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vi) 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 is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii) Pay to the Owner/Promoter within fifteen days of demand by the Owner/Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the allottee/purchaser for any purposes other than for purpose for which it is sold.

viii) The allottee/purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the Apartment until all the dues payable by the Allottee/purchaser to the Owner/Promoter under this Agreement are fully paid up.

15. After the Owner/Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created by it 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 who has taken or agreed to take such Apartment.

16. This Agreement may only be amended through written consent of the Parties.

17. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee/purchasers of the Apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

18. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as

reasonably inconsistent with the purpose of this Agreement and extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

19. The execution of this Agreement shall be complete only upon its execution by the Owner/Promoter through its authorized signatory at the Owner/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Promoter and the Purchaser, in Amravati. After the Agreement is duly executed by the Purchaser and the Owner/Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Amravati.

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

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

_____ Name of Allottee/purchaser

_____(Allottee/purchaser's Address)

Notified Email ID:_____

AND

M/s ---------

,

(OWNER/PROMOTER)

Age ----years, Occupation: -----,

Office at ----------,

Amravati, Tq. Dist Amavati, 444602.

Notified Email ID: **----------**

It shall be the duty of the Allottee/purchaser and the Owner/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/purchaser, as the case may be.

22. That in case there are joint allottee/purchasers, all communications shall be sent by the Owner/Promoter to the allottee/purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottee/purchasers.

23. That all the expenses with respect to the preparation of this agreement, sale deed and all other concerned deeds, affidavits, no objection certificate, drafting charges, printing charges, etc. together with the cost of stamp duty and registration fees and all other charges and misc. expenses payable including lawyer's fees payable in respect thereof have been agreed to be borne and paid by allottee/purchasers.

24. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the concerned Authority as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations, thereunder.

25. That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws for the time being in force and the Amravati Court will have the jurisdiction for this agreement.

FIRST SCHEDULE

(Description of Plot & TDR rights)

1. "All that piece and parcel of the land total admeasuring 7276.00 Sq.ft. (676.00 Sq.mt) being the amalgamated Plot No. 1 & 2 having survey no. 185/1A of Mouje-Rahatgaon, Tq, Dist.- Amravati, which was converted into layout (for residential use) as per order dated 22/10/2010 in Rev. Case No.NAP-34/Rahatgaon-27/2010-11 and amalgamated as per sanctioned and approved plan by A. T. D. P., Amravati Municipal Corporation as permit No. AMC/ADTP/0953/2018 dated 01/02/2018 situated at area known as "----------" and within the limits of Amravati Municipal Corporation and within the jurisdiction of Jt. Sub-Registrar, Amravati City, which is bounded as under:-

Towards East	-	Road
Towards West	-	Other Layout
Towards North	-	Plot No. 3
Towards South	-	Other Layout

2. WHEREAS the owner/promoter has purchased the T.D.R. admeasuring 169.00 Sq.mt by virtue of the sale deed dated 11/04/2018 reg. at serial no. 1478 with sub-registrar Amravati city-2 from Shri. Rameshchandra Dhanjibhai Somaiyya, Shri. Rshmikant Dhanjibhai Somaiyya & Shri Jaikant Dhanjibhai Somaiyya.

SECOND SCHEDULE

(Description of Flat/ Apartment)

This is an apartment together with all R.C.C. structures comprising of apartment / Flat in a building known as **"----------"** bearing apartment/ flat no. ---------- on ---------- floor having Carpet area ---------- sq.mt and built up area about ---------- sq.mt. This apartment/ Flat has ----------% of undivided share and interest in the said plot of land, the said apartment/flat consists of ---------- Bedroom, Hall, kitchen, toilet and balcony and the said flat bounded as below.

On or towards East : --------

On or towards West : --------

On or towards North : -------

On or towards South : ----------

THIRDSCHEDULE

(Specification of Apartment)

1. **Structure**: R.C.C. framed earthquake resistant structure with reinforcement.
2. **Walls**: External Wall 6.5" thick and inner walls 4.5" thick of red brick walls.
3. **Flooring**: 32" x 32" vitrified tiles flooring for all rooms. And Decorative tiles in lobbies and staircase, Granite for window sills.
4. **Plaster**: 12 mm thick internal smooth cement Plaster & 20 mm thick external Plaster with appropriate elevation treatment.
5. **Bathroom**: Aesthetically designed with Jaguar or equivalent fittings. Antiskid tiles in floor and tiles upto lintel level. And granite vanity counters for master bedroom and Common basin.
6. **Kitchen**: Modular Kitchen with Granite top with Dado tiles up to lintel level. Provision of stainless steel sinks. Provisions of point of Chimney, Microwave & refrigerator.
7. **Electrification**: Concealed ISI mark wiring with ample number of electrical points with Modular Switches. Concealed TV, DTH cable and telephone points in drawing room and one bedroom are provided. One washing machine point in utility is provided and Additional wiring for inverter.
8. **False Ceiling**: POP ceiling in drawing, dining and bedroom with LED lights. Also POP ceiling in Balconies and lobbies.
9. **Door**: Main Door in teakwood frame with veneer face 40 mm shutter. Internal doors in laminated plywood wrap up frame with laminate face 36 mm thick flush door, Granite frame for bathroom doors & other cement concrete door frame.

10. **Windows**: Granite sills, MS grill and fully glazed with powder coated Aluminum sliding windows with tinted glass and Mosquito net.
11. **Paint**: External wall – Exterior emulsion whether shield, All internals walls – Acrylic emulsion with Birla white or equivalent putty. Asian / Dulux Paint water proof.
12. **Balcony Railing**: Stainless steel railing with toughened glass to balconies of each flat.

FOR SHOPS: Shop are provide with mild steel rolling shutter with vitrified floor tiles 32" x 32" will provided with ample electric points.

LIST OF COMMON AMENITIES FOR THE SAID PROJECT & SHARED COMMON AMENTIES:

a) Piece and parcel of the land described in first paragraph of this deed.

b) Portion of the ground floor as shown in the sanctioned map, to be used as parking place of the flat / apartment owners.

c) Compound wall and Iron Grill gate

d) Stairway.

e) One overhead water tank of water supply and sewerage board.

f) Electric wiring throughout common areas and facilities.

g) Bore well and electric pump set install for pumping water to overhead tank and the grantor was not responsible or liable for dry bore as per natural consequences.

h) Necessary electric point and water connection in the common areas and facilities.

i) Plumbing Network throughout the building

j) Foundation, main walls, column roof of building shown in "Exhibit –A" excepting the terrace of the building.

k) Lift/Elevator with lift room, lift well and elevator equipment to be fixed at the space provided only for the flat owners.

l) CCTV camera at main gate, entrance lobby and parking area of the building.

Note:

a) Common areas and facilities, restricted area and obligations, parking facility as per deed of declaration.

b) The aforesaid specifications are general and subject to change as per availability of the material.

c) 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.

IN WITNESS WHEREOF The parties named above have executed this Agreement to sale after having read the contents and they have understood the contents and admit

them to be true and correct and binding on them as well as their legal heirs and any one claiming through or under them with full force and effect, have set their hands to this agreement in our presence at Amravati in the presence of attesting witness, signing as such on the day first above written.

PARTY OF THE FIRST PART **Thumb Impression** **Photo**

_____ _____ _____

(Vendor)

PARTY OF THE SECOND PART

_____ _____ _____

(Purchaser)

WITNESS:-

1. _____

2. _____

ANNEXTURE "A"

Title Report.

ANNEXTURE "B"

(Authenticated copies of property card or extract village forms VI or VII and XII or any other revenue record showing nature of the title of the promoter to the project land)

ANNEXURE "C-1"

(Authenticated copies of the plans of the layout as approved by the concerned local authority)

ANNEXURE "C-2"

(Authenticated copies of the Building plans as proposed by the Promoter Confirming Party and according to which the construction of the buildings)

ANNEXURE "D"

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

ANNEXURE "E"

(Authenticated copy of the registration certificate of the project granted by the Real Estate Regulatory Authority)

NOTE:

it is submitted that the said draft of agreement to sale is prepared as per RERA ACT. But the said Draft will modified or altered or amend as per requirement of Purchaser and after any changes by sanction the building plans, any future development, any TDR rights purchasing and also Future extra FSI consumed and the said modification, alteration or amendment will be done as per provisions, rules and Regulations of RERA Act.
