AGREEMENT OF SALE

(Market value Rs. _____)

(Valuation Column No. _____, rate per sq. meter Rs. _____/-)

(Valuation as per ready reckoner Rs. _____)

(Deed of declaration Regd. on _____ at serial no._____/2021)

(Stamp duty Rs._____)

.....

This AGREEMENT OF SALE is executed at Amravati on this _____, Day of _____, 2021.

BETWEEN

M/s Creative Associates,

PAN No. _____

A registered partnership firm,

through its Authorized Partners -

1] **Dr. Sandeep Indrakumar Dankhade,**

PAN No. AFBPD7513F

Aged 46 years, Occu. – Medical Practitioner,

R/o. Shrikrishna Peth, Amravati,

Tq. & Dist. Amravati-444601.

2] **Rajesh Jugalkishor Agrawal**

PAN No. ADNPA8547J

Aged 53 years, Occupation – Business,

R/o. Machhisath, Satkhiradi,

Amravati, Tq. & Dist. Amravati-444601.

Hereinafter called as the **"PROMOTER"** (which expression shall deem to include the said Firm, its partners, their heirs, successors, executors, administrators and assigns) of the ***ONE PART.***

AND

_____

_____

_____

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

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WHEREAS vide sale deed dated 15.07.2010 registered at Document No.3608/2010 with the Sub-Registrar, Amravati City No.1, Dr. Sandeep Indrakumar Dankhade and Anil Jugalkishor Agrawal jointly purchased, all that piece and parcel of the land admeasuring 242.40 sq.mt. (2609.20 sq.ft.) being the portion of Nazul Plot No.2074/3, Sheet No. 44 of Mouje Shegaon, Pragane Nandgaon Peth, Tq. & Dist. Amravati, together with the then portion of house thereon, having the built up area of about 100 sq.mt. (1076.4 sq.ft.), together with the electric and water tap connection therein and together with a well therein, which property is the part and parcel of the property described in the First Schedule hereto.

AND WHEREAS vide sale deed dated 15.07.2010 registered at Document No.3609/2010 with the Sub-Registrar, Amravati City No.1, Dr. Sandeep Indrakumar Dankhade and Sau. Sangita Anil Agrawal jointly purchased, all that piece and parcel of the land admeasuring 156 sq.mt. (1679.20 sq.ft.) being the portion of Nazul Plot No.2074/2, Sheet No. 44 of Mouje Shegaon, Pragane Nandgaon Peth, Tq. & Dist. Amravati, together with the then portion of house thereon, having the built up area of about 40 sq.mt. (430.56 sq.ft.), which property is the part and parcel of the property described in the First Schedule hereto.

AND WHEREAS vide sale deed dated 15.07.2010 registered at Document No.3610/2010 with the Sub-Registrar, Amravati City No.1, Sau. Trupti Sandeep Dankhade and Rajesh Jugalkishor Agrawal jointly purchased, all that piece and parcel of the land admeasuring 105.6 sq.mt. (1136.67 sq.ft.) being the portion of Nazul Plot No.2074/3, Sheet No. 44 of Mouje Shegaon, Pragane Nandgaon Peth, Tq. & Dist. Amravati, which property is the part and parcel of the property described in the First Schedule hereto.

AND WHEREAS vide sale deed dated 15.07.2010 registered at Document No.3611/2010 with the Sub-Registrar, Amravati City No.1, Sau. Trupti Sandeep Dankhade and Rajesh Jugalkishor Agrawal jointly purchased, all that piece and parcel of the land admeasuring 103.80 sq.mt. (1117.30 sq.ft.) being the portion of Nazul Plot No.2074/4, Sheet No. 44 of Mouje Shegaon, Pragane Nandgaon Peth, Tq. & Dist. Amravati, which property is the part and parcel of the property described in the First Schedule hereto.

AND WHEREAS after purchasing the property under the sale

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deed dated 15.07.2020 registered at Document No.3608/2020, the Dr. Sandeep Indrakumar Dankhade and Anil Jugalkishor Agrawal demolished the portion of the house standing thereon and made it a vacant land admeasuring 242.40 sq.mt. (2609.20 sq.ft.).

AND WHEREAS after purchasing the property under the sale deed dated 15.07.2020 registered at Document No.3609/2020, Dr. Sandeep Indrakumar Dankhade and Sau. Sangita Anil Agrawal demolished the portion of the house standing thereon and made it a vacant land admeasuring 156 sq.mt. (1679.20 sq.ft.).

AND WHEREAS all the properties referred to above are adjoining to each and form a compact piece of land bearing Nazul Plot No. 2074/2 & 4 admeasuring 259.80 sq.mt. and Nazul Plot No. 2074/3 admeasuring 348 sq.mt. i.e. total land admeasuring 607.80 sq.mt. (6563.88 sq.ft.) and the said entire property is described in the First Schedule hereto and is hereinafter referred to as the **"Project Land"**.

AND WHEREAS Dr. Sandeep Indrakumar Dankhade, Sau. Trupti Sandeep Dankhade, Anil Jugalkishor Agrawal, Sau. Sangita Anil Agrawal and Rajesh Jugalkishor Agrawal, vide sale deed dated 25.10.2019 registered at Document No. 4195/2019 in the office of the Sub-Registrar Amravati City No.3, had purchased from Pravin Balkrishna Maloo, the TDR rights equivalent to 230 sq.mt. from out of the TDR Certificate vide Folio No. AMC/ADTP/ TDR/142/2019 dated 12.07.2019 and Certificate No. 142 for the total area of 7917.42 sq.mt. in Zone "NA".

AND WHEREAS, Dr. Sandeep Indrakumar Dankhade, Sau. Trupti Sandeep Dankhade, Anil Jugalkishor Agrawal, Sau. Sangita Anil Agrawal and Rajesh Jugalkishor Agrawal had submitted the plan for the amalgamation of the plots no. 2074/2, 2074/3 & 2074/4 into a single compact piece of land and the plan of amalgamation approved and sanctioned by the Amravati Municipal Corporation vide Order No. AMC/ADTP/Amalgamation/0178/2019 dated 07.10.2019.

AND WHEREAS Dr. Sandeep Indrakumar Dankhade, Sau. Trupti Sandeep Dankhade, Anil Jugalkishor Agrawal, Sau. Sangita Anil Agrawal and Rajesh Jugalkishor Agrawal had submitted a building plan to the Amravati Municipal Corporation for the construction of a multistoried building on the said amalgamated land comprising of Nazul Plot No. 2074/2, 2074/3 & 2074/4 fully described in the Schedule

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hereto and had taken the benefit of the TDR rights referred to above for getting additional Floor Space Index and the building plan was sanctioned by the Amravati Municipal Corporation vide Building Permit No. 0205 dated 19.11.2019.

AND WHEREAS even though, Dr. Sandeep Indrakumar Dankhade, Sau. Trupti Sandeep Dankhade, Anil Jugalkishor Agrawal, Sau. Sangita Anil Agrawal and Rajesh Jugalkishor Agrawal had obtained the sanction to the building plan, but had not commenced the construction in pursuance to the said building plan and the said land described in the First Schedule remained absolute vacant and open to sky.

AND WHEREAS Dr. Sandeep Indrakumar Dankhade, Sau. Trupti Sandeep Dankhade, Anil Jugalkishor Agrawal, Sau. Sangita Anil Agrawal and Rajesh Jugalkishor Agrawal have entered into a partnership with each other under the name and style of **"M/s Creative Associates"** i.e. the promoter above named and all of them collectively sold the said land fully described in the First Schedule hereto i.e. the Project Land to the promoter above named vide sale deed dated 29.12.2020 registered in the office of Sub-Registrar Amravati City No.3 on 01.01.2021 at Document No.25/2021 and thus the promoter above named is the absolute owner and fully seized with the Project Land fully described in the Fist Schedule hereto.

AND WHEREAS as per the Deed of Partnership of the partnership firm M/s Creative Associates has authorized its partners Dr. Sandeep Dankhade and Rajesh Agrawal to execute and get executed any documents including the agreement of sale or the sale deed as the case may be for and on behalf of the promoter partnership firm.

AND WHEREAS, as per the title deeds referred to above, there was no covenant affecting the project land or the title of the promoter thereon and there is no tenant or illegal encroachment into or upon the project land and no further permission was required from any government or authority for using the project land for the construction of the project hereinafter mentioned and the promoter has not mortgaged the project land and has not created any lien or charge upon the project land.

AND WHEREAS the promoter was entitled and enjoined upon to construct the building on the project land in accordance with the recitals hereinbefore.

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AND WHEREAS, the Promoter above named has commenced the construction of **Four Storied building** consisting of in all **TWENTY Shops/office premises** and **One Hall** on the project land and the promoter has chosen to name the said building as **"CREATIVE HEIGHTS"**.

AND WHEREAS the Allottee is offered the Shop/Office Premises/Hall bearing number _____ and situated on the _____ floor, (herein after referred to as the said "Shop/Office Premises/Hall") in the Building called **"CREATIVE HEIGHTS"** (herein after referred to as the said "Building") being constructed by Promoter on the project land.

AND WHEREAS the Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide **Registration No.** _____ **dated** _____ and the copy of registration certificate is attached at **Annexure 'F'**;

AND WHEREAS the promoter has appointed a structural Engineer for preparation of the structural design and drawings of the building.

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee, of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's **Architect – Akash Vitthaldas Mohota** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at law or Advocate of the Promoter, authenticated copies of P. R. Card showing the nature of the title of the Promoter to the project land on which the shops are constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copy of the Nazul Map of the project land have been annexed hereto and marked as **Annexure C-I.**

AND WHEREAS the authenticated copies of the plans of the Layout and according to which the construction of the building shall be

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made and open spaces shall be left over and provided for the said project have been annexed hereto and marked as **Annexure C-2.**

AND WHEREAS the building plan of the building **"CREATIVE HEIGHTS"**, was original sanctioned by Amravati Municipal Corporation, vide **Building Permit No.0205** dated **19.11.2019** and the same was got revised by the promoter vide **Building Permit No.**____ dated _____ and the copy of the revised building plans and specification is annexed hereto and marked as **Annexure-D.**

AND WHEREAS the promoter has executed a DEED OF DECLARATION under section 2 of the Maharashtra Apartment Ownership Act, 1970 on _____, registered at serial no. _____ with the Sub-Registrar Amravati City No.____, and thereby submitted the said project land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections of the said building and the promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of **Shop/Office Premises/Hall** bearing **No.**_____ and situated on the _____ **Floor** of the building **"CREATIVE HEIGHTS"** being constructed on the said project land.

AND WHEREAS the carpet area of the said Shop/Office Premsies/Hall as per "RERA", is ____ **square meters** and "**carpet area**" means the net usable floor area of the Shop/Office Premsies/Hall, excluding the area covered by the external walls, areas under services

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shafts, exclusive of balcony appurtenant to the said Shop Shop/Office Premises/Hall for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Shop/Office Premises/Hall.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at no. _____.

AND WHEREAS the Promoter has agreed to sell and the Allottee has agreed to purchase, the said **Shop/Office Premises/ Hall** bearing **No.**_____ and situated on the _____ **floor** of the building **"CREATIVE HEIGHTS"** together with ___% undivided share in the said land described in the First Schedule hereto and the other common areas and facilities of the building described in Second Schedule, for a total consideration of **Rs.**_____/- **(Rs.** _____**)** and on the other terms and conditions agreed between the parties and also stated hereinafter.

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

1. The Promoter shall construct the said building consisting of **Ground and Three Upper Floors** on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Shop/Office Premises/ Hall of the Allottee except any alteration or addition required by any local authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, **Shop/ Office Premises/Hall** bearing **No.** ___ having the carpet area admeasuring _____ **sq. metres** and situated on the _____ **Floor** of the building **"CREATIVE HEIGHTS"** (hereinafter referred to as "the Shop/Office Premises/Hall" as the case may be) as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 & C-2** and together with _____% undivided share in the project land and in the common areas and facilities of the building described in paragraph FIFTH (2) of the Deed of Declaration referred to above, for the consideration of **Rs.** _____/- **(Rs.** _____ **only)** including the price of the common areas and facilities appurtenant to the premises, the

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nature extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The total aggregate consideration amount for the Shop/ Office Premises/Hall including parking space if any provided as per the sanctioned building plan and the Deed of Declaration referred to above, is thus **Rs.** _____**/- (Rs.** _____ **only).**

1(c) The Allottee has paid on or before execution of this agreement of **Rs.** _____**/- (Rs.** _____ **only)** as advance payment or application fee as per the details given herein below.

MANNER OF PAYMENT OF ADVANCE PAYMENT

i) Rs. _____/- by cheque no. _____ drawn on _____ Bank Ltd. received by promoter on _____.

ii) Rs. _____/- by RTGS through _____ Bank Ltd. vide transaction No. _____ dated _____.

The allottee hereby agrees to pay to the Promoter, the balance amount of **Rs.** _____**/- (Rs.** _____ **only)** in the following manner :-

Sr.No.	Particulars	% of total amount	Amount (Rs.)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Shop/Office Premises/Hall and all such taxes shall be separately payable by the allottee.

1(e) The Total Price is escalation-free/save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in

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charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent 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.

1(g) The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its' sole discretion deem fit and the Allottee undertakes not to object, demand, direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Shop/Office Premises/Hall to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Shop/Office Premises/Hall.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Shop/Office Premises/Hall to the Allottee and the common areas to the association of the allottees after receiving the

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occupancy certificate or the completion certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause **1(c)** herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ **square meters** only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Shop/Office Premises/Hall based on the proposed construction and sale of the said Shop/Office Premises/Hall to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Shop/Office Premises/Hall to the Allottee the Promoter agrees to pay to the Allottee who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause **4.1** above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement:

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Provided that the promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Shop/Office Premises/Hall as are set out in **Annexure 'E'** annexed hereto.

6. The Promoter shall give possession of the said Shop/Office Premises/Hall to the Allottee on or before _____ day of _____. If the Promoter fails or neglects to give possession of the said Shop/Office Premises/Hall to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Shop/Office Premises/Hall with interest at the same rate as may mentioned in the clause **4.1** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Shop/Office Premises/Hall on the aforesaid date, if the completion of building in which the said Shop/Office Premises/Hall is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court or any act of God.

7.1 ***Procedure for taking possession*** — The Promoter, upon

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obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Shop/Office Premises/Hall, to the Allottee in terms of this Agreement to be taken within fifteen (15) days from the date of issue of such notice and the Promoter shall give possession of the said Shop/Office Premises/Hall to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the said Shop/Office Premises/Hall within 15 days of the written notice from the promoter to the Allottee intimating that the said Shop/Office Premises/Hall is ready for use and occupancy:

7.3 ***Failure of Allottee to take Possession of Shop/ Apartment*** : Upon receiving a written intimation from the Promoter as per clause **7.1**, the Allottee shall take possession of the said Shop/Office Premises/Hall from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Shop/Office Premises/Hall to the allottee. In case the Allottee fails to take possession within the time provided in clause **7.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the said Shop/Office Premises/Hall or any part thereof or permit the same to be used only for purpose

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permitted under the law. The Allottee of the apartment shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of the said Shop/Office Premises/Hall in the building shall join in forming and registering the Association or a to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the byelaws of the proposed Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws.

10.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Shop/Office Premises/Hall is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Shop/Office Premises/Hall) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

(i) **Rs.1,000/-** for share money of the Association.

(ii) **Rs.2,000/-** for formation and registration of the Association.

(iii) Requisite amount for proportionate share of taxes and other charges/ levies in respect of the Association.

(iv) Requisite amount for deposit towards Water, Electric, and other utility and services connection charges.

12. The Allottee shall pay to the Promoter a sum of **Rs.5,000/-** for meeting all legal costs charges and expenses including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the Association and for preparing its rules, regulations

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and bye-laws and the cost of preparing and engrossing the conveyance.

13. At the time of registration of conveyance deed of the structure of the building, the Allottee shall pay to the Promoter, the amount of stamp duty and registration charges payable on such conveyance or any document or instrument of transfer in respect of the structure of the said Building.

14. ***Representations and Warranties of the Promoter—The Promoter hereby*** represents and warrants to the Allottee as follows:

(i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual/physical and legal possession of the project land for the implementation of the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project/project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project/ project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project/project land, Building and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or

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development agreement or any other agreement, arrangement with any person or party with respect to the project land, including the Project and the said Shop/Office Premises/Hall which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop/Office Premises/ Hall to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

(x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

15. *The Allottee/s for himself/themselves with intention to bring all persons into whomsoever hands the Shop/Office Premises/Hall may come, hereby covenants with the Promoter as follows* :-

(i) To maintain the Shop/Office Premises/Hall at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the said Shop/Office Premises/Hall is taken and shall not do or suffer to be done anything in or to the building in which the said Shop/Office Premises/Hall 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 said Shop/Office Premises/Hall is situated and the said Shop/Office Premises/Hall itself or any part thereof without the consent of the local authorities, if required and shall not make any construction in the terrace or the balcony attached to the apartment and shall not enclose the terrace or balcony attached to the said Shop/Office Premises/Hall.

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(ii) Not to store in the said Shop/Office Premises/Hall 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 said Shop/Office Premises/Hall is situated or storing of which goods is objected to by the concerned local or other authority and not to store any furniture, shoe rack or any goods whatsoever in the passage or lobbies of the building or in front of the said Shop/Office Premises/Hall and not to erect or otherwise hang any shed of any nature whatsoever in front of the said Shop/Office Premises/Hall 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 said Shop/Office Premises/Hall is situated, including entrances of the building in which the said Shop/Office Premises/Hall is situated and in case any damage is caused to the building in which the said Shop/Office Premises/Hall is situated or the said Shop/Office Premises/Hall on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

(iv) Not to demolish or cause to be demolished the said Shop/Office Premises/Hall 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 said Shop/Office Premises/Hall or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Shop/Office Premises/Hall is situated and shall keep the portion, sewers, drains and pipes in the said

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Shop/Office Premises/Hall 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 said Shop/Office Premises/Hall 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 said Shop/Office Premises/Hall without the prior written permission of the Promoter and/or the Association.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Shop/Office Premises/Hall is situated or any part thereof or whereby any increased premium, shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Office Premises/Hall in the compound or any portion of the project land and the building in which the said Shop/Office Premises/Hall is situated.

(vii) Not to do the business of selling of _____

_____

in the Shop/Office Premises/Hall.

(viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Shop/Office Premises/Hall is situated.

(ix) 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 said Shop/Office Premises/ Hall by the Allottee for any purposes other than for purpose for which it is sold.

(x) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Shop/Office Premises/Hall until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

(xi) The Allottee shall observe and perform all the rules and regulation

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which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Shop/Office Premises/Hall therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the said Shop/Office Premises/Hall in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xii) Till the conveyance of the structure of the building in which the said Shop/Office Premises/Hall is situated is executed in favour of Allottee, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

(xiii) Till a conveyance of the project land on which the building in which the said Shop/Office Premises/Hall is situated is executed in favour of Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop/Office Premises/Hall or the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Shop/Office Premises/Hall hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, will remain the property of the Promoter until the said structure of the building is transferred to the Association or other body and until the project land is

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transferred to the Association as hereinbefore mentioned.

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

19. ***Binding Effect*** — Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve notice to the Allottee for rectifying the default, which if not rectified within 15 fifteen) days from the date of its receipt by the Allottee, application of the allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

20. ***Entire Agreement*** — This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect of the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop/Office Premises/Hall as the case may be.

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

22. ***Provisions of this Agreement Applicable to Allottee/ Subsequent Allottees*** — It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and

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

23. ***Severability*** — If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the 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.

24. ***Method of Calculation of Proportionate Share Wherever Referred to in the Agreement*** — Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in accordance with the provisions of paragraph SIXTH of the Deed of Declaration.

25. ***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 the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. ***Place of Execution*** — The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Amravati.**

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

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

Name of Allottee – _____

Address - _____,

_____,

E-mail Address - _____

Name of Promoter - **M/s Creative Associates,**

_____, **Amravati.**

through its Authorized Partners -

1] Dr. Sandeep Indrakumar Dankhade

2] Rajesh Jugalkishor Agrawal

E-mail Address - _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29. *Joint Allottees* — That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. *Stamp Duty and Registration* — The charges towards stamp duty and Registration of this Agreement as well as the consequent conveyance deed shall be borne by the allottee.

31. *Dispute Resolution* - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. *Governing Laws* — That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

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FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the land bearing **Nazul Plot No. 2074/2 & 4, admeasuring 259.80 sq.mt.** and **Nazul Plot No. 2074/3 admeasuring 348 sq.mt. i.e. total land admeasuring 607.80 sq.mt. (6542.36 sq.ft.)** from out of **Sheet No.44** of **Mouje Shegaon,** Pragane Nandgaon Peth, Tq. & Dist. Amravati and together with a well therein and situated in the locality known as **"Radha Nagar",** Amravati and situated within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati and bounded as under :

Towards East	-	Road
Towards West	-	Property of Mr. Deshmukh
Towards North	-	House of Vasantrao Daware
Towards South	-	Gadge Nagar to Pachvati Chowk Road

SECOND SCHEDULE ABOVE REFERRED TO

General Common Areas & Facilities of the building :

(a) Piece and parcel of the land fully described in clauses (A) and the T.D.R. rights fully described in Clauses (B) of paragraph FIRST above.

(b) Covered Parking Place at the Ground Level.

(c) Staircase from the ground level upto the terrace of the Third Floor of the building and the corridors or the passages or the lobbies in front each units.

(d) Two enclosures of the lift and installation and apparatus of the lifts.

(e) Generator Set.

(f) One Water tank located above the roof of the building.

(g) Plumbing network throughout the building.

(h) Electric wiring in the common areas of the building and the electric meter for the supply of electricity in the common areas outside the units.

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

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

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

(l) W.C. and Ladies and Gents toilets on the upper ground floor, first floor, second floor and third floor.

Schedule 'A'
DESCRIPTION OF THE SHOP/OFFICE PREMISES/HALL ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

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A **Shop/Office Premises/Hall** bearing **No.** _____ and situated on the _____ **Floor** and having the **carpet area** of _____ **sq.mt.** from out of the said building named as **"CREATIVE HEIGHTS"** constructed upon the project land described in First Schedule above and having boundaries as under :-

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed on this Agreement of Sale at **AMRAVATI** in the presence of attesting witness, signing as such on the day first above written.

PROMOTER : **M/s Creative Associates, through its Authorized Partners –**

1] Dr. Sandeep Indrakumar Dankhade

Signature	Thumb Impression	Photograph

2] Rajesh Jugalkishor Agrawal

Signature	Thumb Impression	Photograph

ALLOTTE – _____

Signature	Thumb Impression	Photograph

WITNESSES :

1] _____ 2] _____

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