

AGREEMENT OF SALE

(Market value Rs. _____/-)

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

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

(Deed of Declaration registered on _____ at Sr. No. _____/2019)

(Stamp duty Rs. _____/-)

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

BETWEEN

AMBER BUILDERS & DEVELOPERS,

PAN No. ABXFS0863R

By its Partners

1] Sau. Seema Sanjay Rathi,

Aged 48 years, Occu. – Business,

R/o. Amber, Keshav Colony,

Camp, Amravati-444602

2] Prakash Sundarlal Kela,

Age 59 years, Occu. – Business,

R/o. Amber Palace, Camp, Amravati-444602.

Hereinafter called as the **"PROMOTER"** (which expression shall deem to include the said partnership firm, its partners, their heirs, successors, executors, administrators and assigns) of the **FIRST 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**

WHEREAS, the promoter purchased, all that piece and parcel of the land bearing **Layout Plot No.1** admeasuring **3444.50 sq.mt.** (37076.59 sq.ft.), from out of the layout of 0 H. 41 R of the land out of **Field Survey No. 186/2/C** of **Mouje Rahatgaon**, Pragan Nandgaonpeth, Tq. & Dist. Amravati converted to non-agricultural use

land.

AND WHEREAS, the Promoter above named propose to construct on the project land described in Clause-(i) of the First Schedule, two multi storied buildings adjoining to each other and each comprising of two Wings namely WING-A & WING-B in Building-1 and WING-C & WING-D in Building-2 and each Wing of Building-1 and Building-2 having parking at the ground level and the Wing-A & Wing-B of Building-1 having Eight Upper Floors and Wing-C & Wing-D of Building-2 having Seven Upper Floors and the Building-1 comprising of in all 64 apartments and the Building-2 comprising of in all 56 apartments and the promoter has chosen to name the said two buildings collectively as **"AMBER PARK"**.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor of **WING-__** of **Building-__**, (herein after referred to as the said "Apartment") out of the said Building called **"AMBER PARK"** (herein after referred to as the said "Building") being constructed by Promoter on the project land.

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai and the copy of registration certificate is attached at **Annexure 'F'**;

AND WHEREAS the Promoter has appointed a structural Engineer for preparation of the structural design and drawings of the building and Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

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

certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoter has, accordingly commenced the construction of the said building in accordance with the said proposed plan.

AND WHEREAS the Allottee has applied to the Promoter for allotment of the Apartment No. _____ situated on the _____ floor of **WING-__** of **Building-__** out of the said building "**AMBER PARK**" being constructed on the said project land.

AND WHEREAS the carpet area of the said Apartment is _____ **square meters** and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents, the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____)** only being part payment of the sale consideration or the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement as mutually

MANNER OF PAYMENT OF ADVANCE PAYMENT

- i) Rs. _____/- by cheque no. _____ drawn on _____ Bank Ltd. received by promoter on _____.
- ii) Rs. _____/- by cheque no. _____ drawn on _____ Bank Ltd. received by promoter on _____.
- iii) Rs. _____/- by cheque no. _____ drawn on _____ Bank Ltd. received by promoter on _____.
- iv) 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.	Stage of construction	Payment of consideration in percentage
1.	On completion of 1 st slab	
2.	On completion of 2 nd slab	
3.	On completion of 3 rd slab	
4.	On completion of 4 th slab	
5.	On completion of 5 th slab	
6.	On completion of 6 th slab	
7.	On completion of 7 th slab	
8.	On completion of 8 th slab	
9.	On completion of finishing work	
10.	At the time of possession	

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

1(e) The Total Price is escalation-free, save and except escalations, increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification, order, rule, regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

project land is _____ **square meters** only and Promoter has planned to utilize additional Floor Space Index by availing of TDR 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 _____ **square meters** as proposed to be utilized by it on the project land in the said Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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 Apartment to the Allottee the Promoter agrees to pay to the Allottee who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

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

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

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

possession of the project land for the implementation of the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project/ project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project/ project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project/project land, Building and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement, arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes

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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the Apartment 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 Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium, shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other 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,

Apartments or the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Association or other body and until the project land is transferred to the Association as hereinbefore mentioned.

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

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

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 apartment as the case may be.

at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Amravati**.

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

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

Name of Allottee - _____

Address - _____

Name of Promoter - **AMBER BUILDERS & DEVELOPERS,**
through its Partners -

1] Sau. Seema Sanjay Rathi

2] Prakash Sundarlal Kela

Address - Camp, Amravati-444602

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

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

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

31. Dispute Resolution - Any dispute between parties shall be settled amicably. In case of failure to settle 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.

and the corridor or the passages or the lobbies in front each apartments.

- (d) Four enclosures for the lifts and the equipments and the installations of the lifts therein in the Building-1 and the diesel generator sets back-up for the operation of the two lifts out of the said four lifts and lights in the common areas in case of failure of power supply from the MSEDCL.
- (e) Four enclosures for the lifts and the equipments and the installations of the lifts therein in the Building-2 and the diesel generator sets back-up for the operation of the two lifts out of the said four lifts and lights in the common areas in case of failure of power supply from the MSEDCL.
- (f) Four Water tanks located at the roof of the Building-1 & Building-2 for the water from borewells.
- (g) Four Water tanks located at ground level for water from M.J.P.
- (h) Four Bore-wells and water lifting arrangement for lifting of water to the water tank at the roof of the buildings.
- (i) Water tap connection from the M.J.P.
- (j) Plumbing network throughout the Building-1 & Building-2.
- (k) Electric wiring in the common areas of the buildings and four connections of the three phase electric meter for the electricity in the common areas outside the apartments.
- (l) Necessary lights in the common areas of the buildings.
- (m) Four Septic tanks and drainage system of the buildings with sewage treatment plant.

Schedule 'A'
DESCRIPTION OF THE APARTMENT
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

An apartment bearing no. _____ situated on the _____ **Floor** of **WING-__** of **Building-__** out of the said building **"AMBER PARK"** and having the carpet area of _____ **sq.mt.** (built up area of _____ sq.mt.), and constructed upon the project land described in Clause-(i) of the First Schedule above and having boundaries as under :-

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