

Mouje : Akoli

Zone No. -----

Survey No.23

Plot Nos. 62

Flat No. \_\_\_\_

**Carpet area: \_\_\_\_ Sq.mt.**

*(DOD registered at Sr. No. \_\_\_\_\_ on \_\_\_\_\_, at the office Joint Sub-registrar, Class 2, Amravati City \_\_)*

### **AGREEMENT OF SALE**

**(Market value of Rs. \_\_\_\_\_/- Rs. \_\_\_\_\_)**  
**Stamp Duty of Rs. \_\_\_\_\_/-**

This agreement made at Amravati on this \_\_\_\_ day of March in the year  
2022 BETWEEN –

Mr. Saurabh Raju Ingole

[PAN - \_\_\_\_\_]

Age 27 years, Occu: Business

R/o Nalanda Colony, Sai Nagar, Amravati,

Tq & Dist. Amravati.

Hereinafter called as the ‘**Promoter**’

(which expression shall, unless repugnant to the context or meaning thereof, deemed to include its executors, administrators, and assignees) of FIRST PART.

**AND**

\_\_\_\_\_  
Age \_\_ years, Occupation: \_\_\_\_\_,

r/o \_\_\_\_\_

\_\_\_\_\_  
[PAN - \_\_\_\_\_]

(Hereinafter called as ‘**Party No.2/Allottee/ Purchaser**’, which expression shall unless repugnant to the context or meaning thereof, always been and include the said

association as well as her executors, administrators and assigns) of SECOND PART.

WHEREAS the party of FIRST PART is the owner of “All that piece and parcel of the land admeasuring 5502.23 Sq. feet (511.17 Sq. Mtrs.) of layout plot No. 61 & 62 from Survey No. 23 of Mouje- Akoli, Pragane-Badnera, Tq. and Dist. Amravati, which has been converted for residential use vides order passed by Hon’ble Sub Divisional Officer, Amravati in Rev. Case No. N.A.P. 34/Akoli-82/1986-87, dated 31.08.1987 and residential layout plan of which has been sanctioned by the office of Assistance Dypt. Director, Town Planning, A.M.C. Amravati vide its letter No. अ.म.न.पा./स.सं.न.र./अभि/४०/२०१०, नि. ता. 12.03.1988 within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City.

AND WHEREAS subsequently, both the plots i.e. plot Nos. 61 and 62 have been consolidated into a single plot no. 62, vides order passed by Hon’ble Collector, Amravati. in Rev. Case No. N.A.P.34/Akoli-47/2015-16, dated 04.01.2016. The area consolidated plot is 5502.23 Sq. ft. (511.17 Sq. mtr.). (Hereinafter referred as “project land”);

AND WHEREAS promoter has Gifted the project land from Shri. Raju Shankarao Ingole and Sau. Surekha Raju Ingole, vides Gift deed dt. 22/03/2021, registered at Sr. No.1732 on 22/03/2021.

AND WHEREAS the promoter is owner and in possession of the project land;

AND WHEREAS on the basis of Folio No. AMC/A.D.T.P./T.D.R./146/2020 dt. 06.03.2020 Certificate No.146 by A. M. C. Amravati, Promoter also has purchased T.DR., area of 35 Sq. mtr. (376.6 Sq.ft.) out of total area from Field Sur. No. 3/1 Part of mouje -Saturna as per sale deed of T.D.R. regd. at Sr. No. 2210 dt. 18.06.2021 from 1) Mr. Gopal Narayandasji Panpaliya 2) Mr. Subhash Nanakramji Talda 3) Maniratna Realities through Partner Mr. Amol Ashokkumar Soni, Mr. Rajesh Bhagchandji Rathi 4) Mrs. Kanak suraj Talda, Amravati;

AND WHEREAS again on the basis of Folio No. AMC/A.D.T.P./T.D.R./146/2020 dt. 03.03.2020 Certificate No.146 by A. M. C. Amravati,

promoter also has again purchased T.D.R., area of 91 Sq. mtr. (979.16 Sq.ft.), out of total area from Field Sur. No. 3/1 Part of mouje -Saturna as per sale deed of T.D.R. regd. at Sr. No. 2281 dt. 07.05.2021 from 1) Mr. Gopal Narayandasji Panpaliya 2) Mr. Subhash Nanakramji Talda 3) Maniratna Realities through Partner Mr. Amol Ashokkumar Soni, Mr. Rajesh Bhagchandji Rathi 4) Mrs. Kanak suraj Talda, Amravati;

AND WHEREAS again on the basis of Folio No. AMC/A.D.T.P./T.D.R./120/2020 dt. 05.12.2017 Certificate No.120 by A. M. C. Amravati, promoter also has again Gifted T.D.R., area of 146.86 Sq. mtr. (1580.80 Sq.ft.), out of total area from Field Sur. No. 23 of mouje -Akoli as per Gift deed of T.D.R. regd. at Sr. No. 1081 dt. 18.02.2022 from 1) Mr. Raju Shankarrao Ingole 2) Mrs. Surekha Raju Ingole, Amravati;

AND WHEREAS the promoter has proposed to construct a multistoried building i.e. Upper ground + 6 floors on the project land, named & styled as 'Vasudeo Apartment';

AND WHEREAS the allottee/purchaser is offered an apartment bearing No. \_\_\_\_ on the \_\_\_\_ floor, (hereinafter referred to as the said "Apartment") in the building called 'Vasudeo Apartment' (hereinafter referred to as the said "Building") being constructed in the said project by the Promoter;

AND WHEREAS the Promoter has entered into an agreement with an Architect registered with 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 Amravati vide Registration No. \_\_\_\_\_ Authenticated copy is attached in Annexure-A;

AND WHEREAS the promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS being owner, the promoter has sole and exclusive right to sell the apartments in the said building to be constructed by promoter

on project land and to enter into agreements with the allottees of Apartment to receive the sale consideration in respect thereof;

AND WHEREAS the promoter has also executed a Deed of declaration on \_\_\_\_\_, registered at Sr. No. \_\_\_\_\_, at the office Joint Sub-registrar, Class 2, Amravati City \_\_\_\_.

AND WHEREAS on demand from the allottee/purchaser, the promoter has given inspection to the allottee/purchaser of all the documents of title relating to the project land and the Sanctioned plans approved by AMC and ADTP, designs and specifications prepared by the promoter's architect, Title Certificate, DOD, 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 there under;

AND WHEREAS the authenticated copies of certificate of title issued by the advocate of the promoter, authenticated copies of village forms 6 & 7/12 showing the nature of the title of the promoter to the project land on which the apartment is being constructed have been annexed hereto and marked as Annexure-B & C respectively;

AND WHEREAS the authenticated copies of the approved building plan sanctioned by the A.D.T.P., Municipal Corporation, Amravati as per order No. 24 dated 08/07/2021 according to which the construction of the buildings and open spaces are proposed to be provided on the said project have been annexed hereto and marked as Annexure-D;

AND WHEREAS the promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the allottee/purchaser has applied to the promoter for allotment of an apartment no. \_\_\_\_\_ on \_\_\_\_\_ floor situated in the said building being constructed on the project land;

AND WHEREAS the RERA Carpet area: \_\_\_\_\_ Sq. mtr. and "RERA 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/purchaser, 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 under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises to the Purchaser/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908. It shall be obligatory to allottee/purchaser to get the present agreement registered within 15 days of its execution.

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the allottee/purchaser hereby agrees to purchase the apartment.

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/s consisting of ground and other six floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

1(a) The allottee/purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee/purchaser **apartment no. \_\_\_\_** of carpet area admeasuring **\_\_\_\_ sq.meters (RERA Carpet area: \_\_\_\_ Sq.mt.) on \_\_\_\_ floor** in the building 'Vasudeo Apartment' (hereinafter referred to as "the Apartment") as shown in the floor plan for the **consideration of Rs. \_\_\_\_/- Rs. (\_\_\_\_ only)** including 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 second schedule annexed herewith.

1(b) The allottee/purchaser has paid a sum of **Rs. \_\_\_\_/-** (Rupees \_\_\_\_\_ only) as advance payment / earnest money, vide tow cheques (subject to its realization), one cheque for Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) dt. \_\_\_\_\_, bearing No. \_\_\_\_\_ and

another cheque for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) dt. \_\_\_\_\_, bearing cheque No. \_\_\_\_\_, both drawn upon \_\_\_\_\_, \_\_\_\_\_ and hereby agrees to pay to that promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the following manner:-

- i) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time completion of plinth work ).
- ii) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time of initiation of ground floor's RCC slab).
- iii) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time of initiation of 1<sup>st</sup> floor RCC slab).
- iv) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time of initiation of 2<sup>nd</sup> floor RCC slab).
- v) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time of initiation of 3<sup>rd</sup> floor/ Terrace RCC slab).
- vi) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time of initiation of 4<sup>th</sup> floor/ Terrace RCC slab).
- vii) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time of initiation of 5<sup>th</sup> floor/ Terrace RCC slab).
- viii) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time of initiation of 6<sup>th</sup> floor/ Terrace RCC slab).
- ix) Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (At the time of initiation of \_\_\_\_\_ floor/ Terrace RCC slab).
- x) Balance Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at the time of execution of sell deed /handing over of the possession of the apartment to the allottee.

1(c) Besides the cost of an apartment, the allottee/purchaser shall pay the taxes as GST and other similar taxes, MSEDCL electricity supply, and meter installation charges, Water supply through Jivan Pradhikaran and its meter installation charges, Society formation and registration Charges to the promoter/owner separately.

1(d) the total price is escalation free, save and except escalations/increases, due to increases in the 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 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 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(e) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s)/Allottee(s) after the construction of the Sale Residential Building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser(s)/Allottee(s). If there is an increase in the carpet area allotted to Purchaser(s)/Allottee(s), the Promoter shall demand additional amount from the Purchaser(s)/Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed herein.

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

2.1 The promoter hereby 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 handing 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 promoter as well as the allottee/purchaser. The promoter shall abide by the time schedule for completing the project and handing over the [apartment] to the allottee/purchaser and common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, allottee shall make timely payments of the installments and other dues payable by him/her and meet the other obligations under the agreements subjects to the

simultaneous completion of construction by the promoter as provided in above para.

3. The promoter hereby declares that the total plot area of the scheme is 511.17 Sq. Mtrs. While sanction of the building plan, the Municipal Corporation Authority has sanctioned FSI 1.10, Premium FSI 0.50, 60% Ancillary FSC on total FSI, so the consume FSI 3.20, TDR area 291.20 Sq. mtr. Thus the total permissible built-up area is calculated 2329.60 Sq.mt.

Out of the aforesaid permissible built-up area, admeasuring 2329.60 Sq.mt., the promoter has proposed to utilize FSI, admeasuring **2329.24 Sq.mt..** for construction of '**Vasudeo Apartment**' and the said building plan is approved and sanctioned by A.D.T.P., Municipal Corporation, Amravati as per order No. 124 dated 08/07/2021. As well as the remaining area of the FSI may be utilized by the promoter in future. The promoter has disclosed the floor space index of 3.20 as proposed to be utilized by it on the project land in said project and allottee has agreed to purchase the said apartments based on proposed construction and sale apartments to be carried out by 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 apartments to the allottee, the promoter agrees to pay to the allottee/purchaser, who does not intend to withdrawn from the project, interest as specified in the rule, on all the amounts paid by the allottee/purchaser for every month of delay, till the handing over of the possession. The allottee/purchaser agrees to pay to the promoter, interest as specified in the rule, on all the delayed payments which become due and payable by the allottee/purchaser to the promoter under the terms of this agreement from the date the said amount is payable by the allottee/purchasers to the promoter

4.2 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 default of payments of installments, the promoter shall at his own option, may terminate this agreement.

Provided that, promoter shall give notice of fifteen days in writing to the allottee/purchaser, registered post AD at the address provided by the allottee/purchaser and mail at e-mail address, if any 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 within the period of notice then at the end of such notice period, the 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 refund to the allottee/purchaser (by deducting the amount of liquidated damages or any other amount which may be payable to the promoter) the installments of sale consideration of the apartment which may till then have been paid by the allottee.

5. The promoter shall give possession of the apartment to the allottee/purchaser on or before \_\_\_\_\_. If the promoter fails or neglects to give possession of the apartments, then the promoter shall be liable on demand to the refund to the allottee/purchaser the amounts already received by him in respects of the apartment with interest at the same rate as may mention in the rules form the date 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 apartments on aforesaid date if the completion of building in which the apartments is to be situated is delayed on account of;

(1) war, civil commotion, pandemic or any act of God.

(2) any notice, order, rule, notifications of the governments and/or other public or competent authority/court.

6.1 Procedure for taking possession - the 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 apartments, 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 promoter shall give possession of the apartment to the allottee/purchaser. The

allottee/purchaser agrees to pay the maintenance charges as determined by the promoter or association of allottee/purchaser, as the case may be.

6.2 The allottee/purchaser shall take possession of the apartment within 15 days of the written notice from the promoter to the allottee/purchaser intimating that the said apartments are ready for use and occupancy.

6.3 Failure of Allottee/purchaser to take Possession of apartment: Upon receiving a written intimation from the Promoter as per aforementioned clause, the Allottee/purchaser 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/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 maintenance charges as applicable.

6.4 If within a period of one years from the date of handing over the Apartment to the Allottee/purchaser, the Allottee/purchaser brings to the notice of the Promoter any material structural defect in the apartment or the building in which the apartment 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 from the one time maintenance amount paid by the allottee / purchaser.

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

8. The Allottee/purchaser along with other allottee/purchaser(s) Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/purchaser, so as to enable the Promoter to register the common

organization of Allottee/purchaser. No objection shall be taken by the Allottee/purchaser if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

8.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the original owner/promoter and/or the owners in the said structure of the building or wing in which the said apartments is situated.

8.2 Within **15 days after notice** in writing is given by the promoter to the allottee/purchaser that the apartments are ready for use and occupation, the allottee/purchaser shall pay to the promoter/owner the amount of one time maintenance of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) in respect of the projects land building/local taxes, lift maintenance, betterment charges or such other levies by the concerned local authority and or government, water charges, 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 and buildings. The amount of maintenance received by promoter/owner from the allottee/purchaser before execution of the deed of apartment shall be paid by the promoter after formation of the registered society of the apartment owner.

9. The allottee/purchaser shall on or before delivery of possession of the said premises keep deposited with the promoter/owner, the following amounts:-

- (i) Rs. \_\_\_\_\_/- for share money, application entrance fee of the society or limited company /federation/ apex body.
- (ii) Rs. \_\_\_\_\_/- for formation and registration of the society or limited company/federation/ apex body.
- (iii) Rs. \_\_\_\_\_/- or a proportionate share of taxes including local Municipal Corporation taxes and other charges/levies in respect of the society or limited company/federation apex body.
- (iv) Rs. \_\_\_\_\_/- for deposits towards water, electric and other utility and services connection charges &
- (v) Rs. \_\_\_\_\_/- for deposits of electrical receiving and sub-station provided in layout and connection till meter room.

10. The allottee/purchaser shall pay to the promoter a total sum of Rs. \_\_\_\_\_/- for meetings all legal cost charges and expenses, including professional costs of the Advocates of the promoter in connection with formation of the said society, or limited company, or apex body, or federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

11. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

i. The promoter hereby represents and warrants to the allottee/purchaser as follows:

(i) The promoter has clear and marketable title with respect to the project land; as declared in the title report as 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 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;

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/wing shall be obtained by following due process of law and the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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/purchaser herein, may prejudicially be affected;

vii. The 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 which will, in any manner, affect the rights of Allottee/purchaser under this Agreement;

viii. At the time of execution of the conveyance deed of the structure to the association 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;

12. The Allottee/purchaser/s or himself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the 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. The

promoter no way shall be responsible or liable for the damage caused by the Allottee/purchaser to the apartment.

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 Promoter and/or the Society or the Limited Company.

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. 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.

vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user

of the Apartment 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 Promoter under this Agreement are fully paid up.

ix. The Allottee/purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment 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/purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/purchaser 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.

xi. Till a conveyance of the project land on which the building in which Apartment is situated in favour of Apex Body or Federation, the Allottee/purchaser shall permit the Promoter and 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.

13. The Promoter shall maintain a account in respect of sums received by the Promoter from the Allottee/purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society

or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/purchaser 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 Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

15. **BINDING EFFECT:** Forwarding this Agreement to the Allottee/purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/purchaser until, firstly, the Allottee/purchaser 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/purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/purchaser, application of the Allottee/purchaser shall be treated as cancelled.

16. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot /building, as the case may be.

17. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

**18. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE / PURCHASERS :**

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/Plot], in case of a transfer, as the said obligations go along with the [apartment/Shop] for all intents and purposes.

**19. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

**20.** The Allottee/purchaser 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.

**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: \_\_\_\_\_

**Name of Promoter : Mr. Saurabh Raju Ingole**

**Promoter's address :**

Office at Nalanda colony,

Sai Nagar, Amravati

Notified Email ID: -----

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

22. JOINT ALLOTTEES: That in case there are joint allottee/purchasers all communications shall be sent by the 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. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and registration of this agreement/sale deed, professional fees of Advocate and other miscellaneous expenses for registration of agreement/sale deed shall be borne by the allottee/purchasers.

24. 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 & Development) Act, 2016, Rules, and Regulations, thereunder.

25. GOVERNING LAW: 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 Amravati Court will have the jurisdiction for this agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**FIRST SCHEDULE**

**above referred to Description of the land and all other details**

“All that piece and parcel of the land admeasuring 5502.23 Sq. feet (511.17 Sq. mtr.) from plot No. 62, from Survey No. 23 of Mouje- Akoli, Pragane- Badnera, Tq. and Dist. Amravati, which has been converted for residential use vides order passed by Hon’ble Sub Divisional Officer, Amravati in Rev. Case No. N.A.P. 34/Akoli-82/1986-87, dated 31.08.1987 and residential layout plan of which has been sanctioned by the office of Assistance Dypt. Director, Town Planning, A.M.C. Amravati vide its letter No. अ.म.न.पा./ स.सं.न.र./अभि/४०/२०१०, नि. ता. 12.03.1988 within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City. (hereinafter referred as “project land”). Said consolidated plot is bounded as:

|               |   |              |
|---------------|---|--------------|
| Towards East  | : | Road;        |
| Towards West  | : | Plot no. 60; |
| Towards North | : | Road;        |
| Towards South | : | Road.”       |

Moreover on the basis of Folio No. AMC/A.D.T.P./ T.D.R./146/2020 dt. 06.03.2020 Certificate No.146 by A. M. C. Amravati, Promoter also has purchased T.D.R., area of 35 Sq. mtr. (376.6 Sq.ft.) out of total area from Field Sur. No. 3/1 Part of mouje -Saturna as per sale deed of T.D.R. regd. at Sr. No. 2210 dt. 18.06.2021 from 1) Mr. Gopal Narayandasji Panpaliya 2) Mr. Subhash Nanakramji Talda 3) Maniratna Realities through Partner Mr. Amol Ashokkumar Soni, Mr. Rajesh Bhagchandji Rathi 4) Mrs. Kanak suraj Talda, Amravati;

Again on the basis of Folio No. AMC/A.D.T.P./ T.D.R./146/2020 dt. 03.03.2020 Certificate No.146 by A. M. C. Amravati, promoter also has again purchased T.D.R., area of 91 Sq. mtr. (979.16 Sq.ft.), out of total area from Field Sur. No. 3/1 Part of mouje -Saturna as per sale deed of T.D.R. regd. at Sr. No. 2281 dt. 07.05.2021 from 1) Mr. Gopal Narayandasji Panpaliya 2) Mr. Subhash Nanakramji Talda 3) Maniratna Realities through Partner Mr. Amol Ashokkumar Soni, Mr. Rajesh Bhagchandji Rathi 4) Mrs. Kanak suraj Talda, Amravati

Again on the basis of Folio No. AMC/A.D.T.P./ T.D.R./120/2020 dt. 05.12.2017 Certificate No.120 by A. M. C. Amravati, promoter also has again Gifted T.DR., area of 146.86 Sq. mtr. (1580.80 Sq.ft.), out of total area from Field Sur. No. 23 of mouje -Akoli as per Gift deed of T.D.R. regd. at Sr. No. 1081 dt. 18.02.2022 from 1) Mr. Raju Shankrrao Ingole 2) Mrs. Surekha Raju Ingole, Amravati;

**SECOND SCHEDULE**

**Description of the apartment along with boundaries**

**Apartment** \_\_\_\_: This \_\_\_\_-BHK family unit on the \_\_\_\_ floor having carpet area of \_\_\_\_\_ sq. mtrs., (RERA Carpet area: \_\_\_\_\_ Sq.mt.) utility area \_\_\_\_ sq. meters and total area \_\_\_\_\_ sq. meters, having access from the \_\_\_\_\_ side, which is bounded as under:

Towards ...

East:

West:

North:

South:

Apartment \_\_\_\_ shall have a living room with attached balcony, a bed room, Master bed room, with attached toilet, a kitchen with attached balcony, dining room and a common toilet.

SIGNED AND DELIVERED BY THE WITHIN NAMED

**ALLOTTEE/PURCHASER :** \_\_\_\_\_

| Photograph | Thumb Impression | Signature |
|------------|------------------|-----------|
|            |                  |           |

**PROMOTOR:     SAURABH RAJU INNGOLE, \_\_\_\_\_.**

| Photograph | Thumb Impression | Signature |
|------------|------------------|-----------|
|            |                  |           |

**Witnesses :-**

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

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