

Mouje – Rahatgaon

Zone No.....

F.S.No.218

Plot No.1

Rate :- Rs...../- per Sq. Mtr.

Flat / Shop/ Office No.:-

Carpet area –

Sq.Mtr.

Annexure 'A'

AGREEMENT FOR SALE OF FLAT/ SHOP/ OFFICE

(Agreed purchase consideration of Rs.-----/- and stamp duty of Rs.-----/- is paid thereon)

[under Sec.10 of The Real Estate (Regulation & Development) Act 2016 r.w. Rule 10(1) of The Mah. Real Estate (Reg.& Dev. Rules 2017]

{The project '**CHANDANVADI APARTMENT**' bearing Registration no. dtd..... issued by Mah. RERA}

This Agreement made at Amravati on this ____ day of _____ 2022 between (A) 1. Mr. Manish Shankarlalji Joshi (PAN-AAPPJ7449H), Age about- 51years, Occu : Business r/o. Ambapeth, Amravati 2. Mr. Mahendrasing Manoharsing Rajput (PAN-ADPPR1175B), Age about :- 46 years, Occu : Business R/o. Gandhi Nagar, Amravati

AND

B) M/s. Shri. Amarnath Builders & Developers, office at Prabhat chour, Amravati through partners Manish Shankarlalji Joshi, r/o. Ambapeth, Amravati 2. Mr. Mahendrasing Manoharsing Rajput R/o. Gandhi Nagar, Amravati

hereinafter referred to as "the Promoter" (which expression shall unless repugnant to context or meaning thereof be deemed to include their/its heirs, legal representatives, successors, administrative, executors and assigns) of the One Part

AND

..... Age about- yrs, Occu.:- R/o. Amravati-..... hereinafter referred to as "the Allottees" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, legal representatives, executors of the Other Part.

WHEREAS the Promoter owns and possesses to the property which particularly denotes as project land and described as follows :-

a) All that piece and parcel of land i.e. layout converted Plot No.1 admeasuring area of 1185.25sq.mtr.(12758.03sq.ft.) which come into existence as per order dtd.21.01.2017 passed by Collector, Amravati in Rev. Case No.N.A.P.-34/Rahatgaon-75/ 2016-17 in respect of area of 0.12R on basis of approval to the proposes layout dtd.14.12.2016 by A.D.T.P.M.C.Amravati from F.S.No.218 at Mouje-Rahatgaon Pragane-Nandgaon Peth within limits of Municipal Corporation, Amravati as well as jurisdiction of Joint Sub Registrar, Amravati City which is particularly described in schedule written hereunder

b) T.D.R. area of 2592sq.mtr. out of total area from F.S.No.295/1-part at mouje- Badnera within limits of M.C.Amt. as per Folio No.155/2021 dtd.30.11.2021 owned by promoter firm M/s. Shri Amarnath Builders & Developers

AND

It is specified that, there is neither existence of mortgage, charge of loan, impediment nor issue of any tenancy rights, illegal encroachment, permission of govt. authorities in respect of said property for adversely affecting title of Promoter over it.

B) AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

C) AND WHEREAS the Vendor / Lessor / Original Owner / Promoter is in possession of the project land

D) AND WHEREAS the Promoter has proposed to construct on the project land the building namely "**Chandanvadi Apartment**" contenting of total **44commercial** units including 39 shops, 05 offices alongwith **31family units/flats** having one Wing building contenting of Ground to 7th floors along with separate parking portions allowed to owners of flat units. The detail description about number, size, undivided shares regarding of these all units in said building have been contemplated by Promoter particularly in Deed of Declaration.

It is clear that the terrace of building shall always continue to be owned and possessed by the Promoter.

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

F) AND WHEREAS the Promoter has yet to be registered Project under the provisions of Act with Real Estate Regulatory Authority at Mumbai;

G) 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 Architect and the structural Engineer till the completion of the building/buildings.

H) AND WHEREAS on demand from the Allottees, 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 Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (herein after referred to as "the said Act") and the Rules and Regulations made there under;

I) AND WHEREAS the authenticated copies of Certificate of Title issued by Advocate of Promoter, authenticated copies/extract of Village Forms VI, 7/12 extract or any other relevant revenue record showing the nature of the title of Promoter to the project land on which the commercial/ family units are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

J) AND WHEREAS the authenticated copies of the plans of Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

K) AND WHEREAS the authenticated copies of the plans as sanctioned and approved by the local authority vide building permit No.657 dt.20.01.2022 by A.D.T.P.M.C.Amravati and specifications of Apartment agreed to be purchased by the Allottee, have been annexed and marked as Annexure D.

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

M) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms,

conditions, stipulations and restrictions which are to be observed and performed by 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/s shall be granted by the concerned local authority.

N) AND WHEREAS in view of building permits dtd.20.01.2022 the Promoter/owners Mr. Manish Joshi and Mahendrasing Rajput through other promoter firm M/s. Shri. Amarnath Builders & Developrs accordingly commenced construction of said building 'Chandanvadi Apartment' in accordance with proposed plans.

O) AND WHEREAS the Allottee has applied to Promoter for allotment of Flat / shop / office **No.....** on floor situated in building "**Chandanvadi Apartment**" being constructed upon the said Project land,

P) AND WHEREAS the carpet area of said flat / shop / office is sq. mtrs. and "carpet area" means the net usable floor area of an flat/shop/office, excluding the area covered by external walls, areas under services shafts or verandah area and exclusive open terrace area appurtenant to the said unit for exclusive use of the Allottee, but includes the area covered by internal partition walls of apartment.

Q) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all 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;

R) AND WHEREAS, to the execution of these presents the Allottee has paid to Promoter a sum of Rs...../(Rupees..... Lakh only) only, being part payment of sale consideration of flat/shop/office unit agreed to be sold by the Promoter to the Allottees 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.

S) AND WHEREAS, the Promoter has yet to be registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai;

T) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Shop unit 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 and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/shop/office No....

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

1. The Promoter shall construct the said building "Chandanvadi Apartment" containing of ground floor and total 07upper floors on the 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 Allottee in respect of variations or modifications which may adversely affect the Shop of the Allottee except any alteration or addition required by any Govt. authorities or due to change in law.

1a) CONSIDERATION :- (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee said flat / shop / office No..... carpet area admeasuring.....sq.mtrs on floor in the building (hereinafter referred to as "the flat/shop/office") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for total consideration of Rs...../- (Rupees.....Lakhs only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The total aggregate consideration amount for flat/shop/office is thus Rs...../- wherein for flat unit the right of covered parking spaces is including and in case of shop/office units the said right is not including.

1(c) The Allottee has paid on or before execution of this agreement the total sum of Rs...../- (Rupees ----- Lakh only) by way of as advance payment or application fee and hereby

agrees to pay to Promoter the balance amount of Rs.
(Rupees only) in the following manner :-

- | | |
|--|--------|
| a. After execution of this Agreement | -- 10% |
| b. On completion of Plint, First & Second slabs | -- 20% |
| c. On completion of Third & Fourth slabs
of the building | -- 20% |
| d. On completion of brick, inner plaster work
work and electrification works | -- 20% |
| e. On completion of tiles and
electrification works | -- 20% |
| f. Final balance on delivery of shop unit
i.e. at the time of handing over of possession
of shop to Allottee on or after receipt of
occupancy certificate or completion certificate | -- 10% |

1d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of V.A.T., Service Tax, Goods and Service Tax (G.S.T.) and Cess or any other applicable taxes, by whatsoever name called, which may be levied by local authorities, State Govt., Central Govt. or any other concerned authorities in connection with the construction of and carrying out the Project payable by Promoter or levied in respect of the present transaction) upto the date of handing over the possession of the flat/shop/office and/or otherwise and the same will be paid by the Allottee from time to time, alongwith each installment as and when raised by the Promoter or as and when become payable.

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 competent authority Local Bodies/Govt. 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 competent authorities etc., the Promoter shall enclose 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 may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @9% per annum for the period by which the respective installment has been pre paid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

1(g) 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(h) 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 terms, conditions, stipulations and restrictions if any, which may have been imposed by concerned local authority at the time of sanctioning said plans or thereafter and shall, before handing over possession of flat / shop/ office unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates as the case may be.

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 of building "Chanfanvadi Apartment" on or before and handing over the flat / shop / office to the Allottee and the common areas to association of the allottees after receiving the 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 them and meeting other obligations under the Agreement subject to simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that Floor Space Index available as on date in respect of the project land is 1303.77sq.mts. only and Promoter has planned to utilize Floor Space Index of 1.1 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 1.1 as proposed to be utilized by them on the project land in the said Project and Allottee has agreed to purchase the said flat/shop/office based on the proposed construction and sale of concerned unit to be carried out by the Promoter by utilizing 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 flat/shop/office to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in Rule, on all the amounts paid by Allottee, for every month of delay, till the handing over of possession. The Allottee agrees to pay to the Promoter, interest as specified in Rule, on all 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 or delay in payment of the installments on the due dates, the Allottee shall be bound and liable to the interest as per the 'State Bank of India, highest marginal cost of lending rate + 2% per annum or part thereof at monthly rest, on all the amounts which become due and payable by the Allottee to Promoter till the date of actual payments 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, 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 Allottee, of his intention to terminate this Agreement and of 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 breach or breaches mentioned by Promoter within the period of notice then at the end of such notice period, the promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to 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 termination, the installments of sale consideration of the flat/shop/office 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 one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and flat/shop/office as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the flat/shop/office to the Allottee on or before th day of 202 in view of execution of register conveyance deed or the other form as per provisions of this Act. If the Promoter fails or neglects to give possession of said unit to the Allottee on account of reasons beyond his control and of his 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 concerned flat/shop/office 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 flat/shop/office on the aforesaid

date, if the completion of building in which the family unit / commercial unit 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.

7.1. Procedure for taking possession- The Promoter, upon 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 flat/shop/office unit, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of family unit/commercial unit to the Allottee. The Promoter agrees and under takes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of 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 Project.

7.2. The Allottee shall take possession of the flat within 15 days of the written notice from the promoter to the Allottee intimating that the said family unit / commercial unit is ready for use and occupancy.

7.3. Failure of Allottee to take Possession of Flat/shop/office unit:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat/Shop/Office 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 family unit/commercial unit to the allottee. In case the Allottee fails to take possession within 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 flat/office/shop to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in flat or building in which said concerned units 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 flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

The Allottee shall use the shop/office unit or any part thereof or permit the same to be used only for commercial purpose. He shall use the garage or parking space as per the provision laid down in Declaration of said scheme or as per the decision of association of said scheme.

9. The Allottee along with other allottee(s) 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, 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, or the Memorandum and/or Articles of Association, as may be required by Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1. 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 Vendor/ Lessor/ Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said flat/shop/office is situated.

9.2. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor / Lessor / Original Owner / Promoter

and / or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) 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/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited the amount of Rs.1,00,000/- with the Promoter, as per following manners :-

(i) Rs.10,000/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs.20,000/- for formation and registration of the Society or Limited Company / Federation/ Apex body.

(iii) Rs.5000/- for proportionate share of taxes and other charges/ levies in respect of Society or Lim Company/Federation/Apex body

(iv) Rs.10,000/- for deposit toward provisional monthly contribution toward outgoings of Society or Lim Company/Federation/Apexbody.

(v) Rs.55,000/- For Deposit towards maintenance particularly of expenses regarding CCTV, Security Personnel, Video Door Phone for each Apartment, Lift Facilities, Water, Electric, and other utility and services connection charges &

(vi) The Allottee shall on or before delivery of possession of the said apartment pay the amount of Rs.20,000/- with Promoter regarding of installation of electrical meter to said apartment as well as electric receiving and sub-station provided to plot

11. The Allottee shall pay to the Promoter a sum of Rs...../- 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 said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and cost of preparing and engrossing conveyance or assignment of lease.

12. At the time of registration of conveyance of the Apartment in building "CHANDANVADI APARTMENT", the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the said flat/shop/office in the building. At the time of registration of conveyance of the apartment, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in 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 Project and shall obtain requisite approvals from time to time to complete 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 project land or Project except those disclosed in title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to 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 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 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/ Plot] 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 Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common as of 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 said

property) has been received or served upon the Promoter in respect of the project land and/or Project except those disclosed in the title report.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the flat/shop/office 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 rules, regulations or bye-laws or change/alter or make addition in or to building in which the Apartment is situated and the flat/shop/office itself or any part thereof without consent of local authorities, if required.

ii. Not to store in the flat/shop/office 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 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 Apartment and maintain the Apartment in the same condition, 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 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 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 elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in 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 do or permit to be done any act or thing which may render void or voidable any insurance of 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 said Apartment in compound or any portion of project land and building in which 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, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee 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 Apartments 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in 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.

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

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, 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.

15. 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 Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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 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 herein before mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on 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.

18. 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 to 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 a 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.

19. 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.

20. RIGHT TO AMEND

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or 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 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.

23. 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 proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. 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 here in, 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by Promoter through its authorized signatory at Promoter's

Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after Agreement is duly executed by Allottee and the Promoter or simultaneously with the execution the said Agreement shall be regd. at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

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

27. 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 Allotees :- Address:-
.....

Notified Email ID : _____

Promoter :- (A) 1. Mr. Manish Shankarlalji Joshi r/o. Ambapeth, Amravati 2. Mr. Mahendrasing Manoharsing Rajput R/o. Gandhi Nagar, Amravati **AND** M/s. Shri. Amarnath Builders & Developers, office at Prabhat chourak, Amravati through partners Manish Joshi, Shankarlalji Joshi, 2. Mr. Mahendrasing Manoharsing Rajput

Notified Email ID :

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 communication and letters period at above address shall be deemed to have received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communication 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.

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

30. **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 provisions of Real Estate (Regulation & Development) Act, 2016 Rules & Regulations there under.

31. **GOVERNING LAW :**

That the right and obligation of the parties under or arise 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.

In the witness whereof parties hereinabove named have set their respective hands and signed this Agreement for sale at Amravati the presence of attesting witness, signing as such on day first above written.

First Schedule Above Referred to:-

Description of the freehold / leasehold land and all other details

a) **The layout converted Plot No.1** admeasuring area of 1185.25sq. mtr.(12758.03sq.ft.) out of F.S.No.218 at Mouje-Rahatgaon Pragane-Nandgaon Peth within limits of Municipal Corporation, Amravati as well as jurisdiction of Joint Sub Registrar, Amravati City which is bounded as under :-

Towards East	:	Road
Towards West	:	Plot No.2-A
Towards North	:	Road
Towards South	:	Govt. Land

b) T.D.R. area of 2592sq.mtr. out of total area from F.S.No.295/1-part at mouje-Badnera within limits of M.C.Amt. as per Folio No.155/2021 dtd.30.11.2021 owned by promoter firm M/s. Shri Amarnath Builders & Developers (referred to as the ' said land/property' in the agreement)

Second Schedule Above Referred to :-

A family / commercial premises bearing Flat/Shop/Office No..... situated at Floor of **CHANDANVADI APARTMENT'** having Carpet area of.....Sq.Mtrs.(Sq.Fts.) & Built up (Salable) area of.....Sq.Mtrs.(..... Sq.Fts.) along with interest of% in land of the plot as well as common area and facilities existed in building along with right over -----cover parking portion subject to number/area allotted to said owner and bounded as :-

To the East :
 To the West :
 To the North :
 To the South :

Signed and Delivered by the within named

Promoter :- (A) 1. Mr. Manish Shankarlalji Joshi

Photo

Signature

Thump Impression

2. Mr. Mahendrasing Manoharsing Rajput

Photo

Signature

Thump Impression

B) M/s. Shri. Amarnath Builders & Developers, through partners

1. Manish Shankarlalji Joshi &

Photo

Signature

Thump Impression

2. Mr. Mahendrasing Manoharsing Rajput

Photo

Signature

Thump Impression

Signed and Delivered by the within named

Allottee :-

Photo

Signature

Thump Impression

In the presence of Witnesses :-

1) Name _____ Signature _____

2) Name _____ Signature _____