

Agreement for Sale of Flat/Apartment

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

(Stamp duty paid Rs. -----/-)

Valuation as per ready reckoner Rs. -----/- (Rupees ----- only)

Total Sale Consideration valued at Rs. -----/- (Rupees ----- Only)

Agreement for Sale Valued at Rs. -----/- (Rupees ----- Only)

(Deed of Declaration Reg. on ----- at Sr. No. ----- with Sub-Registrar
Office, Amravati City-----)

This Sale Agreement made Amravati on this --- Day of ----- 2022,
between -

Shri. Vineet Ashok Kedia (PAN -----), aged about 31 years,
Occupation - Business, R/o. Lokmanya Colony, Amravati, Tq. & Dist.
Amravati through his special POA dated 27.08.2021, regd. at sr. no.
4783, **Kedia Builders & Developers** through its partners (i) **Shri**
Ashok Shamlalji Kedia, (ii) **Shri Ankit Ashok Kedia**, (iii) **Shri**
Vineet Ashok Kedia, Occupation- Business, all r/o Lokmanya
Colony, Amravati Tq. & Dist Amravati - 444 602.

Hereinafter collectively called as the "**the Promoters/the Owners**" (which expression shall deem to include the said partnership firm, its partners, their heirs, successors, executors, administrators and assigns) of the **ONE PART**.

AND

Mr. ----- (PAN -----), Aged ----- years,
Occu. - -----, R/o. ----- Amravati, Tq. & Dist. Amravati-444604

Hereinafter called as the "**the Allotee/s**" or "**Purchaser/s**" (which expression shall deem to include their heirs, successors, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS Plot No. 32, admeasuring 278.8 sq.mtrs. (3000 sq.ft.) out of field survey no. 114/1, of Mauje-Rahatgaon in the said layout described above was originally owned by the Ku. Ratnamala Namdevrao Ingale AND

WHEREAS Ku. Ratnamala Namdevrao Ingale sold out the Plot No. 32, admeasuring 278.8 sq.mtrs. (3000 sq.ft.) out of field survey no. 114/1, of Mauje-Rahatgaon to its present owner **Vineet Ashok Kedia** vide sale deed dated 10.09.2013, registered at Sr. No. 3894, with Sub-Registrar Amravati City and he mutated his name in record of rights vide AND

WHEREAS **Vineet Ashok Kedia**, applied to A.D.T.P., Amravati Municipal Corporation, Amravati for granting the permission of construction and A.D.T.P., ADTP Amravati allowed the said application and granted permission for construction on the above said plot vide order No. 85, on 07.06.2021, AND

WHEREAS **Vineet Ashok Kedia**, executed development agreement to developed he said plot no. 32 with **Kedia Builders & Developers**, through its partners (i) **Shri. Ashok Shyamlalji Kedia**, (ii) **Shri. Ankit Ashok Kedia**, and (iii) **Shri. Vineet Ashok Kedia**, with intends to developed the said plot no. 32 and construct the residential unit as per sanctioned map of construction, on 07.06.2021, regd. at sr. no. 85 AND

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

WHEREAS the Promoters is in possession of the project land and are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove; and

WHEREAS the Promoter above named proposed to construct on the project land described in the Schedule-A hereto, the Promoter above named had prepared the plans for development of the said plots by constructing a multistoried building consisting of separate self contained residential apartments therein (herein after referred to as the said "Building") and the building plan of the said building was sanctioned by Amravati Municipal Corporation, vide **Building Permit No. 0085 dated 07.06.2021** and the Promoter has chosen to describe the said building as "**Purvika Residency**", and

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

WHEREAS "**Purvika Residency**" consist of in all 9 Residential Apartments. On the ground floor of the building there shall be covered parking place. On the first, second and third floors of the building there shall be in all 3 apartments on each floors.

AND WHEREAS the Allottee is offered an Apartment bearing number -----, situated on the ----- Floor, (hereinafter referred to as the said "Apartment") in the building known as "Purvika Residency" (hereinafter referred to as the said "Building") being constructed by the Promoter on the project land, and

WHEREAS the postal address of the said "Purvika Residency" -----, Amravati 44460---- and the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai, on ----- bearing Registration No. ----- copy of which is annexed herewith

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 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 by virtue of the Development Agreement the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof; 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 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; and

WHEREAS the copies of village extract -2, 7/12 extract or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto respectively, and

WHEREAS the copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto, and,

WHEREAS the copies of the plans and specifications of the apartments agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto, and

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

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

WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans, and

WHEREAS the Allottee has applied to the Promoter for allotment of an **Apartment No. ----- on ----- Floor** situated in the building "**Purvika Residency**" being constructed on the said Project land and the Allottee has offered the said apartment by the Promoter, and

WHEREAS the **carpet area of the said Apartment is ----- sq.mtrs** 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 of 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, 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 and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said apartment.

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

1.(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. -----, on ----- Floor having carpet area admeasuring ---- sq.meters in the building "**Purvika Residency**" more particularly described in Schedule "B" (hereinafter referred to as "the apartment") as shown in the Floor plan thereof hereto annexed herewith for the total sale consideration of Rs. -----/- (**Rupees ---- Only**). That the said consideration includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule "C" annexed herewith. And excludes the charges of Stamp Duty, Registration Fees, GST and any Government, Semi-Government taxes, legal cost charges and expenses, share money applications entrance fee of society, charges for formation & registration of society, deposit towards water and other utility and service connection charges, deposit of electrical receiving and transformer provided in layout, which the Allottee/s have to pay separately. The said consideration is fixed and calculated as per carpet area which is 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.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. -----
 ---/- (Rupees ----- Only) as advance payment or application fee to the
 promoter as under :-

Amount	Particulars
Rs. -----/-	Paid by cheque drawn on ----- Bank Br. Amravati on ----- bearing cheque No. -----
Rs. -----/-	Paid by cheque drawn on ----- Bank Br. Amravati on ----- bearing cheque No. -----
Rs. -----/-	Total (Rupees ----- Only)

The promoter subject to realization of above said cheque/s hereby acknowledges the receipt of the same. The remaining amount of consideration of Rs. -----/- (Rupees ----- Only) shall be paid by the Allottee/s to the "Promoter" as given below (as decided schedule by both the parties)

The Allottee/s agrees and understands that timely payment towards the purchase of the said apartment/flat as per payment plan/schedule hereto is the essence of the agreement. The Allottee/s payment schedule as agreed by Allottee/s and promoter as follows :-

Sr. No.	Particulars	Percentage of Total Amount	Amount (Rs.)
1	On Agreement to Sale	22%	Rs. -----/-
2	On Completion of Plinth	8%	Rs. -----/-
3	On Completion of First Slab	5%	Rs. -----/-
4	On Completion of Second Slab	10%	Rs. -----/-
5	On Completion of Fourth Slab	10%	Rs. -----/-
6	On completion of Walls, Internal Plaster, Floorings of the said Apartment	10%	Rs. -----/-
7	On Completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level and also doors and windows of the said Apartment.	10%	Rs. -----/-
8	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	10%	Rs. -----/-
9	On completion of the lifts, water pumps, electrical fittings, electro mechanical and other environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	10%	Rs. -----/-

10	At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	5%	Rs. -----/-
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It is hereby clarified that the promoter shall be at liberty to vary the chronological order of the various stages of construction/items of work of the said building in which the said apartment is located and promoters shall also be at liberty to simultaneously undertake two or more stages of construction/items of work set out in the hereinabove payment plan and to demand from the Allottee/s the aggregate of installment towards the aggregate consideration mentioned in such installments. Without prejudice to the rights of the promoter in this agreement or in law, the promoter and the purchaser shall be at liberty by mutual consent to alter and/or modify the payment of the agreed price of the said flat.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, Service Tax, and Cess 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.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter.

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

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the apartment to the Allottee and the 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, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan"). It is well understood by the Allottee/s that because of non-payment of remaining amount of consideration on the stated time, the construction of the total building is likely to hamper. If the Allottee/s fails to pay the stipulated amount on the stipulated date, he will have to pay the interest basic rate (MCLR)+2% per annum for every delayed payment.

3. The Promoter hereby declares that the Floor Space Index available as on date in has been utilized. That the promoter is entitled to carry on further construction on terrace of building by consuming remaining FSI of property is increased, and the allottee or person claiming through him shall have no objection for raising such further construction on terrace of the building.

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, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee 75% of amount paid by the Allottee/s towards the sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts, to be provided by the Promoter in the said building and the Apartment as are set out in Schedule "C", annexed hereto. But if the Allottee/s desires to have any change, in the said specification the owner will do the same provided that, the Allottee/s will have to pay separate extra charges for the same. Furthermore the Allottee/s is aware that due to the skirting and variation in plaster the carpet area varies. The variation may be approximately 3%. The Allottee/s consents for the same and is aware that the consideration being lump sum will not change.

6. The Promoter shall give possession of the Apartment to the Allottee on or before ----- day of -----, 2023. If the Promoter fails or neglects to give possession of the apartment 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 apartment 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 apartment on the aforesaid date, if the completion of building in which the apartment 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 said apartment to the Allottee in terms of this Agreement to be taken within 3 (three)

months from the date of issue of such notice and the Promoter shall give possession of the said apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

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

7.3 **Failure of Allottee to take Possession of said apartment:** Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the said 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 said apartment to the allottee. In case the Allottee fails to take possession within the time provided, it will be considered as deemed possession and such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said 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 said apartment or any part thereof or permit the same to be used only for purpose of residential use. 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 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 the 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 Promoter /Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment 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 Promoter/Lessor/Original Owner/Promoter and/or the owners in the project and 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 of outgoings in respect of the project 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 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 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 the 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 pay to the Promoter a sum of money as may be determined 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 the cost of preparing and engrossing the conveyance or assignment of lease.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, 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 structure of the said Building. At the time of registration of conveyance or Lease of the project and, 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.

12. That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee as follows:-

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project land and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. That the Owners/Promoter hereby declares that the Apartment/Flat under sale is free from encumbrances and the Promoter yet not obtained any loan on the said property
- iv. There are no litigations pending before any Court of law with respect to the project and or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 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 and 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 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 of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

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

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

14. The Allottee/s or himself/themselves with 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/s own cost in good and tenantable repair and condition from the date that of possession of the said apartment is taken and shall not do or suffer to be done anything in or to the building in which the said

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 said apartment is situated and the said apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said 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 said 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 said apartment is situated, including entrances of the building in which the said apartment is situated and in case any damage is caused to the building in which the said apartment is situated or the said 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 said apartment in the same condition, state and order in which it was delivered by the said apartment to the Allottee and shall not do or suffer to be done anything in or to the building in which the said apartment is situated or the said 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 said 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 said apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the said apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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, Parris or other structural members in the said 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 the project and the building in which the said 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 1 and the building in which the said 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 said 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 said 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 said 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 the said 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 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 said apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which said 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 on which the building in which said 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 and 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 apartment 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 and is transferred to the Apex Body /Federation as hereinbefore 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 the said 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 said 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. This Agreement, along with its schedules and annexure, 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 ALLOTTEE/S :** 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 said apartment, in case of a transfer, as the said obligations go along with the said apartment for all intents and purposes.

22. **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 said apartment to the total carpet area of all the said apartment in the Project.

23. 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 Under Certificate of Posting at their respective addresses specified hereinabove. 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.

24. **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.

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

26. **PROVIDED ALWAYS** and it is hereby agreed that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained the expression Promoter/Original Owner and the Purchaser or Allottee/s hereinbefore used shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

SCHEDULE 'A'

"All that piece and parcel of the land within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub Registrar, Amravati, of **Mauje Rahatgaon, Pragane Nandgaon peth**, Tq. & Dist. Amravati, out of which **Field Survey No. 114/1** out of which land has been converted into non-agricultural use vide order passed by SDO, Amravati, in Rev. Case No. N.A.P.34/Rahatgaon-77/1982-83, on 21.07.1984, from out of this layout Plot No. 32, admeasuring 278.8 sq.mtrs. (3000 sq.ft.), which is commonly bounded as under:-

Towards East	:	Layout road
Towards West	:	Service lane
Towards South	:	Field survey no. 119
Towards North	:	Plot no. 33"

SCHEDULE - B

The residential apartment bearing Apartment No. -----, situated on the -----
- Floor having carpet area ----- sq.mtrs and total built-up area ----- sq. meters in the building known as "**Purvika Residency**" constructed on the said land described in the Schedule-A described above and together with -----% undivided share in the said land and also together with the respective share assigned to the said apartment in the other common areas and facilities of the building.

SCHEDULE - C

Specifications of Construction for Apartment

Specifications

1. Structure : Full R.C.C. framed structure.
2. Super Structure: External wall 6 inch thick and internal 4 inch thick.
3. Plaster: External sand faced plaster, internal fuinty plaster.

4. Flooring: 2' x 2' nano vitrified tiles in all rooms & designer ceramic tiles upto 7 ft in all toilets.
5. Doors: All doors in R.C.C. door frame with flush door panel.
6. Windows: Best powder coated Aluminum glazed / sliding windows with M.S. grill.
7. Electrification: Concealed electric wiring with equipped points.
8. Kitchen platform: Granite top platform and S.S. sink and glazed tiles upto linter level.
9. Good quality of sanitary ware.
10. Plumbing: Plumbing fitting will be concealed with standard C. PVC & U. PVC fitting.
11. Painting: Birla wall putti in all rooms and water proof cement paint to exterior walls.

Amenities

1. Covered parking for individual flats owner.
2. Pavers arrangement in parking area.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Amravati in the presence of attesting witness, signing as such on _____ Day of _____.

Drafted by – Adv. Vaibhav P. Watane

ALLOTTEE/PURCHASER :-

Photograph	Thumb Impression	Signature

Promoter's :

Photograph	Thumb Impression	Signature

Promoter's /owners- Vineet Ashok Kedia through Kedia Builders & Developers through its partners (i) Shri Ashok Shamlalji Kedia :

Photograph	Thumb Impression	Signature

(ii) Shri Ankit Ashok Kedia

Photograph	Thumb Impression	Signature

(iii) Shri Vineet Ashok Kedia :

Photograph	Thumb Impression	Signature

Witnesses :-

1. _____

2. _____