Div No. 13.393, Mouje-Jewad

Valuation as per Government Rate Rs. ……./-

Rate (Rs. 23900 /- for Residential Building Sq.Mtrs)

# AGREEMENT OF SALE

(For Rs. …./-)

Paid Stamp duty Rs ……../- & Registration fee Rs. ……../-

Deed of Declaration registered on Dt. ……. vide doc. Sr. no. …….at SRO-3,Amravati

THIS INDENTURE OF AGREEMENT OF SALE is made on this ……..day of ……., 2021, at AMRAVATI.

BETWEEN:-

M/S YASH:SHRI ENGINEERS AND CONTRACTORS, a partnership firm registered under the Indian Partnership Act, 1932 having its registered office at G-2, Varad:Shri Apartment, Krushnarpan Colony, Amravati, acting through its Partner Shri RAM MADHUKAR MAHAJAN, aged about 51 years, Occ-Business, HEREINAFTER called or referred as the Promoters' and which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Promoters above named, as also its constituents, the successors-in business and or in title, assignees and administrators as the case may be THE PARTY OF THE FIRST PART.

*AND*

*Shri* ……..

Age-about -…..years, Occupation-…

PAN NO-……

*Residing at*- …….. .

HEREAFTER called or referred to as the Unit Purchaser or Purchaser'(Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the unit purchaser above named as also his/her/their respective eirs, successors, executors and administrators……..)THE PARTY OF THE OTHER PART.

**1.** RECITALS

1. WHEREAS in this Deed unless it be contrary or repugnant to the context the following words or terms shall have the following meaning:
   - **i)** LAND OWNER shall mean the PROMOTER and said promoter being owner of the Said Land, its successors, executors, administrators, the successors-in business and or in title, assignees and or administrators.
   - **ii)** The PROMOTER shall mean and include the said M/S. YASH:SHRI ENGINEERS AND CONTRACTORS and its successor or successors in interest and/ or assigns and its members for the time being and their respective heirs, executors, administrators, legal representatives and /or assigns.
   - **iii)** The PURCHASER shall mean and include,
     a) If an individual then his/her respective heirs, executors, administrators, legal representatives and/ or assigns.
     b) If a Hindu undivided family then its members for the time being and their respective heirs, executors, administrators, legal representative and/ or assign.
     c) If a partnership firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives and/or assigns.
     d) If a company then its successor or successors in interest and /or assigns.
   - **iv)** SAID PLOT shall mean
     ALL THOSE pieces and parcel of lands bearing Plot Nos. 65 & 119 ; Plot no 65 admeasuring 302.6 Sq.mt. ( 3257 Sq.ft.) & Plot No. 119 admeasuring 272 Sq.mt. ( 2928 Sq.ft.) Total Plot area about 574.6 Sq.mt.(6185 Sq.ft.) being part of the sanctioned layout situated on the land bearing Sr. No. 38/1 (Part) of MOUZA-JEWAD, Pargane-Badnera, and all the plot respectively held in Class-1 Rights, bearing Survey Nos. 38/1 situated within the Registration Sub-District of Amravati City and within the municipal limits of Amravati Municipal Corporation Amravati in Tahsil and District-Amravati. The aforesaid entire property is bounded as under:-

EAST :- ROAD,

WEST :- ANOTHER'S PLOT

NORTH :- ROAD,

SOUTH :- ROAD,

**v)** The Apartment UNIT or The Said Unit shall mean and include a Apartment in the MATO:SHRI APARTMENT CONDOMINIUM which is being numbered … situated on … floor of the apartment building, having a carpet area admeasuring …. Sq.mt. approx as per RERA,Built-up area including Common Built-up area admeasuring … Sq.mt. approx, along with …% undivided share in the Said Plot and the Common Area, both the Apartment and the said Undivided share being collectively and cumulatively called as Apartment, Unit or The said Unit and more particularly described in the schedule I here under written and the said plot being marked in hatched portion on the said layout plan annexed hereto as Annexure A and the Sanctioned Building Map of the Said Apartment Building annexed hereto as Annexure B and both the annexure forming part of this Agreement.

**vi)** The Apartment Building shall mean construction of the Building being named as MATO:SHRI APARTMENT Building having a Built-up (FSI) area of 1566.39 Sq.mt. (which includes area presently sanctioned and which is inclusive of TDR+ Additional FSI which may be availed by the PROMOTER), for which the Building Plans have been sanctioned by Amravati Municipal Corporation vide Building Permit No. 11 Dated 18/01/2021 and which will comprise 20 (Twenty ) Apartments of various sizes with 4 (Four) Apartments each in each of the floor up to Fifth floor of the apartment building. The Sanctioned Building plan and Building Permit of the said annexed hereto as Annexure B and forming part of this Agreement.

**vii)** Common expenses shall mean and include a proportionate share of the costs, charges and expenses for working, maintenance, upkeep, repairs and replacement of the common amenities including proportionate share of the municipal taxes, property tax and other taxes and levies relating to or connected with the Said Plot.

**viii)** Total Built-up shall mean the summation of built up area measured at floor level of Said Unit taking the external dimensions of the Said Unit( save party walls separating one Unit from the other, of which 50 percent only to be added) and Proportionate common built-up area attributable to the said unit.

**ix)** Common Area shall mean and include Stair case, Lifts Room, Pump house, Borewell, Water Sumps and Overhead Water Tank, Plumbing and Electrical Network throughout the Buildings etc, which is more particularly described Fourth Paragraph of the Deed of Declaration.

**x)** Common Built-up area means summation of all built-up area covering lobbies on each floor, area of community hall, Office Room, proportionate area of Staircase, Lift well or any other area calculated as built-up by the local authority, whether premium or not.

**xi)** "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, exclusive balcony/ open terrace area or any exclusive open terrace area, Stair case, Lobbies, Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-3 per cent on account of structural, design and construction variances including variances occurring in the event of the Promoter elect or decides to construct the said unit by adopting Green Building Norms as prescribed or promulgated by appropriate forum or Authority. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applies/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

Proportion shall mean the proportion of ratio which the Carpet Area of any Unit or the Said Unit bears to the summation of Carpet Areas of all the Units(including proposed but not sanctioned Apartments, of any), being constructed on the Said Plot for the time being.

**xii)** The plans shall mean the plans for construction of the Said Building consisting of two wings got sanctioned by the Promoter of the Said Plot, vide Building Permit No.11 dated 18/01/2021 from the Amravati Municipal Corporation Amravati that behalf or any plan for extension or modification thereof.

**xiii)** The Association or Organization or Society shall mean an organization of the Unit Owners of Said Plot formed or to be formed, for the upkeep and maintenance of defined services and works in the Said Plot, in accordance with the provisions of the Maharashtra Apartment Ownership Act 1970 or under provisions of the Maharashtra Co-Operative societies Act 1960 as Apartment Owners body or Society or which may be formed under different organizational structure as may be permitted in accordance with the relevant applicable Law and which will ultimately be part of the Apex body or Apex society to be formed for the for the upkeep and maintenance of defined services and works in the MATO:SHRI APARTMENT and as contemplated in Clause 8.1 of this Agreement.

**xiv)** Relevant Applicable Law shall mean, in respect of any relevant jurisdiction, any stature, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.

**xv)** Indirect Tax or Indirect Taxes means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy impost, octroi, and or duty of any nature whatsoever, whenever imposed and or, levied by any Authority together with any interest and penalties in relation thereto, but excluding any Direct Tax.

**xvi)** Total Consideration shall mean the amounts payable/ agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at in clause 2.1 of this Agreement and in addition to this amount also includes GST, Taxes, Duties, MSEDCL connection expenses including Transformer cost and its installation, Water connection expenses including pipe line laying cost, corpus deposit for Apartment Association and Apex Society and any other extra charges or sums including sums for maintenance purposes, as specified in this Agreement and further includes any changes in Consideration Value as per the terms of Clause 2.6.

**xvii)** FSI or the Floor Space Index shall mean and include the allowable or allocable FSI under the DCR of Amravati Municipal Corporation Amravati and includes any FSI allowable or loadable as Additional FSI or Premium FSI or TDR or any other FSI allowable under the extant regulations by whatever name called.

**xviii)** Date of Possession respect to said unit shall mean 31/01/2024 and the Promoter, by written intimation, makes the Unit available to the Purchaser along with the Completion Certificate or Occupancy Certificate in respect of the said MATO:SHRI APARTMENTS ( the Completion Certificate or Occupancy Certificate may be for Said MATO:SHRI APARTMENTS or part or whole of the said Building).

**xix)** Project shall mean the project being developed on Said Plot with RERA Registration Number ……...

**xx)** Interest shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR)+ 2 per cent annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

**xxi)** Liquidated Damages shall mean an amount equivalent to 10 per cent of the Total Consideration.

**xxii)** Refund Amount shall mean:

a. In case of termination pursuant to Clause 5.2 an amount equivalent to the Total Consideration or part thereof paid by the Purchase to the Promoter (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting there from the Liquidated Damages and, if applicable, any amounts paid to 3rd parties by the Promoter on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges.
b. For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless( and till such time that ) the Promoter receives credit for the same from the relevant Authority.
c. In case of termination pursuant to Clause 5.6 (b) an amount equivalent to the aggregate of the Total Consideration or part thereof paid by the Purchaser to the Promoter (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective installments, after deducting there from any amounts paid to 3rd parties by the Promoter on behalf of the Purchase (if applicable) including but not limited to stamp duty, registration charges, brokerage charges, till the date of payment of the Refund Amount.
d. For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.

**xxiii)** RERA shall mean the Real Estate (Regulation and Development)Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.

**xxiv)** "Agreement" This Agreement" "Deed" This Deed" and /or "These Present" shall have the same meaning and shall be construed as referring to this instrument.

**xxv)** Pronoun "He" or "His" in these presents shall mean and be construed to have been used instead of any person or persons( male or female), a firm, a company or any other legal entity capable of holding property, if the context so admits.

2. WHEREAS the Promoters herein above named are the Owners in possession of the said plot and the chain of events or promoters becoming owners of the said plot is described in the following paragraphs of the recital this agreement.
3. That the F.S.No. 38/1, admeasuring 1 H 34 R was originally owned and possessed by Shri Gangadhar Balkrushna Ganu. He had purchased the same vide sale deed dated 09/07/1946. Shri Gangadhar Balkrushna

Ganu expired on 11/03/1958. After death of Gangadhar Blkrushna Ganu, the said property came to be deveolved upon the sons of Gangadhar Balkrushna Ganu, namely Shambhurao Gangadhar Ganu & Shripad Gangadhar Ganu equally. Thereafter Shambhurao Gangadhar Ganu has executed a will in favour of his son Ajit Shambhurao Ganu and thereby bequeathed his half share in favour of his son Ajit Shambhurao Ganu and hereby bequeathed his half share in favour of his son Ajit Shambhurao Ganu vide will dated 08/02/1998 registered at sr. no. 2271 on 24/05/1999. Shri Shambhurao Ganu expired on 17/02/1999. Thereafter, mutations have been effected after death of Shambhurao Gangadhar Ganu vide mutation entry No. 185 dated 06/09/1999 by virtue of will and thus Shri Ajit Shambhurao Ganu become the owner of half portion, which is earlier owned by his father Shambhurao, along with his uncle Shripad Gangadhar Ganu, In other words, Shri Shripad Gangadhar Ganu and Ajit Shambhurao Ganu r/o Amravati become the joint owners of the said field.

4. AND WHEREAS the joint owners of the said field, viz, Shri Shripad Gangadhar Ganu and Shri Ajit Shambhurao Ganu have jointly decided to convert the said field Survey no. 38/1 of Mouje-Jewad and they have obtained permission for conversion of the said field from agriculture into non- agriculture use as per Revenue Case No. NAP 34/JEWAD-132/2001-2002. That in the said case, the Competent Revenue Authority Amravati has granted permission for conversion as per vide order passed on 31/08/2002.
5. AND WHEREAS the joint owners of the said field, viz, Shri Shripad Gangadhar Ganu and Shri Ajit Shambhurao Ganu have applied for mutation of their name in the records of City Survey Officer Amravati and the Said field was mutated in the name of the said joint Owners.
6. AND WHEREAS the said Joint Owners have applied to the Amravati Municipal Corporation Amravati for sanction Lay-out Plan on the Said Field and the Assistant Director Town Planning Amravati Municipal Corporation sanctioned the said Layout Plan submitted by the Joint Owners vide Sanction Letter No. 178/2002, Dated 08/02/2002 and the said Joint Owners have also executed a consent of even date with the Amravati Municipal Corporation for undertaking development of infrastructure such as open spaces, roads, storm water pipes, water supply pipes, drainage pipes and other development in the said layout.
7. AND WHEREAS after the sanction of the said layout in the name of the said joint owners, various plots out the said layout were sold by the said owners to various persons and the said plot came to be purchased by YASH:SHRI ENGINEERS & CONTRACTORS, (herein the Promoter party of the first part.) from the said joint owners i.e. Shri Shripad Gangadhar Ganu and Shri Ajit Shambhurao Ganu as per registered sale deed dated 02/09/2020 registered at sr. no. 3278 respectively at the office of the sub-registrar no.1 Amravati. As a result therefore the Land Owners have now become exclusive, absolute and full owners of the Said Land with heritable and transferable rights therein.
8. AND WHEREAS and the copy of the current 7/12 Extract of said Plot is annexed hereto and collectively marked as Annexure C and the same is forming part hereof and the rights, title and interests of the Promoters herein in respect of the Said Plot, subject to all that is stated herein, are free, clear and marketable and the same are free from all reasonable doubts and or encumbrances and that the said land is not the subject matter of any pending dispute.
9. AND WHEREAS the Promoters herein have entered into a Standard Agreement with the Architects registered with Council of Architects and such Agreement is as per the Agreement prescribed by Council of Architects and has also entered into an Agreement with the Structural Engineers for the preparation of structural design and drawings of MATO:SHRI APARTMENTS and these structures being part of the project the Promoters have accepted the professional supervision of such Architect/s and Structural Engineers till completion of said Project.
10. AND WHEREAS The Vendor/Owner has purchased TDR while document registered at sr. No. 4772, on Date 10/11/2020 of 210 Sqmt. & out of this Vendor/Owner loaded 75.37 Sqmt. to the plans prepared & submitted to AMC.
11. AND WHEREAS accordingly the Promoters herein got the necessary building plans in respect of the Said Apartment Building which is consisting of 20 Units being part of the parcel of the MATO:SHRI APARTMENTS to be constructed on the Said plot, according to designs and building plans prepared from its Architect and got the necessary permission to commence the construction from the Amravati Municipal Corporation Amravati vide its Building Permit/Commencement Certificate No 11, Dated 18/01/2021.
12. AND WHEREAS the Promoters herein have proposed only the plans for the construction of the said Apartment Building being constructed on the Said Plot, by consuming the FSI allocable and allowable (including TDR and Additional FSI) to the Said Plot on which the said Apartment Building is being constructed.
13. AND WHEREAS in this manner the Promoters herein Promoter, are entitled to construct the said unit being part of the Said Apartment Building on the said plot and are also entitled to enter into various Agreement/s for the sale of various Apartment/s Units, to be constructed in the said Project with various intending third party Purchaser thereof.
14. AND WHEREAS the Purchaser demanded from the Promoters herein and the Promoters herein have given inspection, the regard to the said unit herein, of all documents of title relating to the Said Plot, the sanctioned plans from Amravati Municipal Corporation, as the case may be, and Designs prepared by the Promoter's Architect and of such other documents as are specific under Relevant Applicable Laws and the Purchaser is / are satisfied about the same.

15. AND WHEREAS the Copies of Certificate of Title and Search Report issued by the Advocate of the Promoters, showing the nature of title of the said Promoters of the Said Plot, on which the said unit being part of the Said Apartment Building to be constructed and the Copies of the Sanctioned Building Maps are annexed hereto and marked as Annexure D and B respectively and Purchaser is satisfied about the marketable title of the said Promoters to the said plot and every part thereof.
16. AND WHEREAS the Purchase has been provided by the Promoters with copies of all documents necessary for verification of title and that, before execution of the Agreement, Purchaser has got such title verified through his advocate and has satisfied himself in respect of the marketable title of the Promoters in respect of the said plot and the Purchaser has agreed to purchase said unit being part of the Said Apartment Building to be constructed on the Said Plot in the said Project, after perusal of the building plans sanctioned by the concerned local authority.
17. AND WHEREAS the Purchaser has read and understood all the terms, and conditions of all the documents of title of the Said Plot and also the Purchaser has read and understood all the contents of the indemnity bonds/undertakings, etc.given by the Promoters to the Collector/Corporation or any other authority, and terms and conditions mentioned in Building Permit/ Commencement Certificate and Purchaser agree/s that this agreement is subject to the said terms and conditions and the same are also binding on him.
18. AND WHEREAS the Purchaser is aware of the fact that the Promoters have entered or will enter into similar and/or separate Agreement/s with several other purchaser persons and parties in respect of the Apartment/ units being part of the Said Apartment Building to be constructed on the Said Plot.
19. AND WHEREAS the Purchaser applied to the Promoters for allotment of the said Apartment being part of the Said Apartment Building to be constructed on the Said Plot and the said Apartment having a carpet area admeasuring … Sq.mt. approx. as per RERA, Built-up area including Common Built-up area admeasuring … Sq.mt. approx (Which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaser herein and has no complaints about the same), being part of the Said Apartment Building constructed on said plot and to be constructed by using the total FSI allowable and allocable to the said plot and which is hereafter called or referred to as 'the said unit' and the same is more particularly described in Schedule I written hereunder and the sanctioned plans being hereto annexed forming part hereof and the same is more particularly delineated on the Floor map or plan marked as Annexure E, forming part hereof.
20. AND WHEREAS the Promoters herein have agreed to sell to the Purchaser the said Unit and the sale of the said Unit is on the basis of carpet area only and the Purchaser is aware that due to the skirting and variation is plaster, the carpet are varies, the variation may be approximately three percent and the Purchaser consents for the same and is aware that the consideration being lumps sum will not change, further the Purchase agree not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the Agreement.
21. AND WHEREAS prior to the execution of this Agreement the Purchaser has paid sums to the Promoters which will be adjusted against the total consideration payable in the manner more particularly set out in Clause 2.2 of Schedule of Installment hereunder written, being part payment of the total consideration of the Said Unit agreed to be sold by the Promoters to the Purchaser, as advance payment or deposit and the Purchaser has also agreed to pay to the Promoters herein the balance of the total Consideration in the manner hereafter appearing.

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

**1.** TITLE AND ESSENTIAL DISCLOVSER

**1.1** The Promoters have made full and true disclosure of the title of the said Plot as well as the encumbrances, if any, known to the Purchaser, the Promoters have also disclosed to the Purchaser nature of its right, title and interest and right to construct and sell ' the said unit being part of the Said Apartment Building' on the said Plot and the Promoters have also given inspection of all documents to the Purchaser. Further the Purchaser has carried out the search and investigated the title by appointing his own Advocate, if any, in regards to title, interest, building plans etc. The Purchaser having acquainted and satisfied himself with all the facts and nature of right of the Promoters has entered into this Agreement. The Purchaser herein after shall not be entitled to challenge or question the title of the Promoters and the right of the Promoters to enter into this Agreement, the Promoters are to construct ' the said unit being part of the Said Apartment Building' on the said plot in accordance with the plans, design, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser.

**1.2** That the Promoter shall obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Said Unit of the Purchase except any alteration or addition required by any Government authorities or due to change in law.

**1.3** The Promoter has, with view to transfer said unit to the Purchaser with all rights of here ditaments, submitted the Said Plot under the provisions of the Maharashtra Apartment Ownership Act, 1972 by executing and registering the Deed Of Declaration under section 2 of the Said Act vide registered document number …., Dated …. at the office of the Sub-Registrar No. 1 class III Amravati City. The

said Deed of Declaration describe the undivided share in common areas and the said plot, Built-up area, carpet area balcony area, common built-up area etc, in respect of all the apartment which are sanctioned.

**2.** AGREEMENT OF SALE AND TOTAL CONSIDERATION

**2.1** The Purchaser hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser the Said Unit being part of the Said Apartment Building to be constructed on the Sid Plot, and the Said Unit Giving a carpet area admeasuring … Sq.mt. approx as per RERA, Built-up area including Common Built-up area admeasuring … Sq.mt. approx,.(which measurements are as per the Architural calculations / measurements and which is also confirmed by the Purchaser herein and has no complaints about the same), along with …% undivided share in the Said Plot and the Common Area, both the Apartment and the said Undivided share being collectively and cumulatively called as apartment or as ' the said unit' and the same is more particularly described in Schedule I written hereunder and the sanctioned plans being hereto annexed forming part hereof and the same is more particularly delineated on the map or plan marked as Annexure E, and the said Unit is subject matter of this Agreement,; for a Total Consideration of Rs. …./-(Rs …. only) which excludes GST, Taxes, Duties, MSEDCL connection expenses including Transformer cost and its installation, Lift Maintenance Charges (for 10 years), water connection expenses including pipe line laying cost, corpus deposit for Apartment Association, and any other extra charges or sums including sums for maintenance purposes, as specified in this Agreement, legal charges, share money applications/ entrance fee of the body or society of all the Purchasers, formation and or registration of the said body of the Purchasers of all the units in the MATO:SHRI APARTMENTS situate on the said Plot and the Promoters shall utilize the requisite part of the same for meeting all the professional fees of Attorney at Law/Advocate of the Promoters in connection with preparation of Articles of Agreement, Supplementary Agreement, for formation and registration of the Society and for preparation and registration of a Deed of Conveyance of the said Unit along with proportionate Undivided Share in the Said Plot in the name of the Purchaser. The purchaser has paid as below & promoter has deposited the same into the Escrow A/c of promoters, named of styled as Yash:Shri Engineers & Contractors RERA A/c as follows.

| Date | Amount | Ch. No. | Bank |
|---|---|---|---|
| | | | |

Total Rs. …/-

**2.2** The Purchaser has agreed to pay the balance consideration as prescribed in the 2.1 *supra* in installments as provided below, by depositing the same into the Escrow Account of the Promoters, named and styled as YASH:SHRI ENGINEERS & CONTRACTORS RERA A/C as follows:-

MODE OF PAYMENT

| | | | |
|---|---|---|---|
| 1 | | | |
| Total Rs | | | |

**2.3** It is made clear and agreed by and between the parties hereto that the Promoters shall not be bound to follow, chronological order of any of the stages of the above said stages installments and that the Promoters shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agree that the above mentioned schedule of payment / stages of work are for the said and the Promoters may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Unit is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall make all the payments to the Promoters by Demand Draft or by local Cheques and or RTGS Transfers only, the details of the Promoters Banking account are as under:-

| Name of the Bank | Account No. | Account RTGS Type | IFSC BANK CODE |
|---|---|---|---|
| State Bank of India, Amravati. | 37684193908 | Current | SBIN0017754 |

**2.4** If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoters and to the extent said amount is credited by deducting the commission of the Bank. The Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoters for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

**2.5** The Total consideration as above excludes Taxes including GST, Duties or levies up to the date of handing over the possession of the said unit.

**2.6** The total Consideration is escalation-free, save and except escalations increases, due to increase on account of development charges, in respect of the said MATO:SHRI APARTMENTS or said unit or said project or the development of the said Layout in which the said plot is situate, 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 Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc.

**2.7** It is hereby agreed that the time, for payment as specified above is the essence of this Agreement and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this Agreement and the Promoters shall be entitled to take such action as they are entitled to take in case of breach/default of this Agreement, including termination of this Agreement.

**2.8** Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser shall be bound and liable to pay interest with quarterly rests on all amounts which become due and payable by the Purchaser to the Promoters till the date of actual payment Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall be construed as Condo nation by Promoters on such delay. The amount of interest shall be calculated after completion of the said Unit and the Purchaser has agreed to pay the same before possession of the said Unit.

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

**2.10** 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 unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said MATO:SHRI APARTMENT for whole or part of the building.

**2.11** It is further agreed that the time is essence of contract for the Promoter as well as the Purchaser, The Promoter shall abide by the time schedule for completing the said unit and handing over the said unit to the Purchaser after receiving the occupancy certificate or the completion certificate, as the case may be Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as provided in schedule of installments a provided in this clause.

**2.12** This sale of the said unit being part of the said Apartment Building is subject to express condition that the Purchaser shall not book or apply to purchase any other Unit or Apartment being constructed in the Said Apartment Building in the name of spouse or minor children and in the event of the Purchaser books such apartment or unit, without giving the Promoter true information or by misrepresentation regarding relationship of the Purchaser, then such booking will be liable to be cancelled with immediate effect and the Purchaser or spouse of the Purchaser or children will have no right or recourse in respect of such booking.

**3.** CONSTRUCTION OF THE SAID UNIT AND DEVELOPMENT OF THE PROJECT.

**3.1** That the Promoter do hereby declare that the Total Built-up Area as sanctioned in respect of the said Apartment Building which contains the said unit, is … Sqmt.(… Sq.ft.) only and the same has been or will be consumed in construction of the said Apartment Building.

**3.2** The fixtures and fittings with regard to the flooring and sanitary fittings and other specifications to be provided by the Promoter in the said unit are as set out in Annexure 'F, annexed hereto.

**3.3** If any change in area, walls, site plan or room portion of the said unit etc. are required to be made before handing over possession by the Promoters to the Purchaser, due to particular site condition or by the direction of concerned local authorities or any other State, Central or Local Authority. The Promoters shall have an absolute right to effect the said changes without the consent of the Purchaser. In such an event if there is any change in area of the unit, the Promoters shall calculate the price of the unit by the agreed rate and accordingly the total consideration payable for the same will be payable by the purchaser to the Promoters or vice-versa.

**3.4** At any stage during the implementation of the project, the Promoters shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest, in the said Plot and the Said Apartment Buildings to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser in respect of the said Unit agreed to be purchased by him under the term of this Agreement.

**3.5** The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the unit 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 consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area exceeding the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with interest from the date of such recalculation. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next payable installments of the schedule of installment. All these monetary adjustments shall be made at the same rate per square meter as calculated on the basis of lumps sum consideration as agreed in Clause 2 of this Agreement.

**3.6** The Promoter is entitled to make alterations or modifications in the plans, structures, floors or the buildings and amalgamate it with the adjoining property or vice versa or to sub-divide the same and this exclusive right of the Promoters shall not be objected to by the Purchaser for whatsoever reason. However where such alteration or modification relates to the said unit or the plot on which the said unit is being constructed then in such event the written consent of the Purchaser be obtained by the Promoter.

**4.** POSSESSION

**4.1** The Promoters shall give possession of the said Unit being part of the Said Apartment Building to the Purchaser on or before 31/01/2024, against the payment of balance amount of total consideration, if any, and in the event of the Promoter failing and/or neglecting to give the possession of the said Unit to the Purchaser on account of reasons beyond its control and of its agents as per Relevant Applicable law as aforesaid, then the Promoters shall be liable to refund to the Purchaser the amount already received by it in respect of the unit, with interest, to be calculated from the date, the Promoter received the sum till the date of amounts and interest thereon is paid to the Purchaser. Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of the said Unit if the completion of unit is delayed on account of:

a) War, Civil Commotion or act of God.
b) Any notice, order, rule notification of the Government and/or other public or Competent Authority or any Decree/Order of any Court/tribunal/authority.
c) Any stay or injunction order from any Court.
d) Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed any act that is detrimental to the building as a whole.

**4.2** The Promoter, upon obtaining the occupancy or completion certificate and after the balance of total consideration made by the Purchaser shall offer in writing the possession of the said unit, to the Purchaser. The Purchaser agree to pay the maintenance charges as determined by the Promoter or body, society, as the case may be from the date of offer of the Promoter to hand over possession of the said unit.

**4.3** The Purchaser shall take possession of the said unit within 15 days of the written notice from the Promoter to the Purchaser intimating that the said unit is ready for use and occupancy"

**4.4** Upon receiving a written intimation from the Promoter as provided in this clause, the Purchaser shall take possession of the said unit 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 unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in this clause then such Purchaser shall continue to be liable to pay maintenance charges as applicable.

**4.5** If the Promoter fails to abide by the time schedule for handing over the said unit to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.

**4.6** It is further provided that without prejudice to the right of promoter to charge interest as stipulated aforesaid in terms of this clause, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement as provided in clause5.

**4.7** Notwithstanding anything provided in clause 4.1 to 4.7the date of completion of the Project shall always mean the date mentioned in Clause 1 (xvii) of the Recitals of this Agreement.

**5.** TERMINATION

**5.1** This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below at Clauses 5.2 to 5.8. Both Parties have entered into this Agreement, knowing full well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions

of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

Promoters Right to Terminate

**5.2** Promoter shall have right to terminate this Agreement only in the following circumstances:

**5.3** That Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

**5.4** Non-Payment: if the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of installments set out in clause 2 (and Interest thereon, if any) within 14 (fourteen) days of the date of the intimation of demand of installment due, the Purchaser shall be deemed to be in default. In the event that the Purchaser fils to cure such default within 90 (Ninety) days from the due date of Installment so defaulted ( or such default is not capable of being rectified), the Promoter shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post.

Further the Promoter shall be entitled to terminate this Agreement if the Purchaser commits default in respect of any three installment whether consecutive or not and the Period of default of each such installment continues for 14 days.

Purchaser's Right to Terminate:

**5.5** Purchaser shall have right to terminate this Agreement only in the following circumstances:

**5.6** Delay in possession beyond date of possession or extension date of possession: Subject to the Purchaser having paid all the amounts due and payable hereunder as per the schedule of installments stated in clause 2, if the Promoter fails to offer possession of the Unit to the Purchaser on the date of possession.

a. Within 30 (thirty ) days of expiry of date of possession or any extension mutually agreed, the Promoter shall inform the Purchaser the revised date by which the Unit is likely to be ready for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause (b) the date of possession mentioned in clause 4.1 shall stand revised to and substituted by revised date communicated by the Promoter. The Promoter shall credit Interest to the Purchaser for the between the date of possession and the date on which possession if finally offered to the Purchaser; or

b. Within 30 days from expiry of date of possession or any extensions mutually agreed, the Purchaser may by giving notice in writing elect to terminate this Agreement. Where the Purchaser's intimation of electing of Termination is not received by the Promoter within the aforementioned period of 30 (thirty) days from expiry or the date of possession or extension so agreed, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 5.6 (a).

Consequences of Termination and Payment of Refund Amount

**5.7** On a termination of this Agreement by either Party in accordance with the provisions of this Clause 5, the booking/allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 5.8 .

**5.8** Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of total consideration of the said unit which may till then have been paid by the Purchaser to the Promoter, however the period of 30 days shall commence only after the purchaser executes and registers Deed of Cancellation of this Agreement at his on cost and risk.

**6.** INDIRECT TAXES

**6.1** The Purchaser agrees that all Taxes, duties or levies as defined in Clause 1 (xv) of the Recitals, which are livable under the laws for the time being in force or which may be levied in future in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

**6.2** If at any time, after execution of this agreement the Central Government/State Government/Local Authority/Revenue Authority/any other authority/any court/Judicial authority/quasi judicial authority by way of any Statute/rule/regulation/notification order/judgment/executive poser etc. levies any tax/duty/charges/premium/levies/cess/surcharge/ demands/welfare fund or any fund/betterment tax/sales tax/ transfer tax/turnover tax/ works contract tax/ service tax, VAT, which may have been subsumed in the Goods and Services Tax or any penalties etc cetera and put in force or shall be in force prospectively or retrospectively, in respect of the said Unit or the construction for execution of the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoters then reimbursed( by the Purchaser/s. The Purchaser hereby indemnifies the Promoters from all such levies, cost and consequences.

**6.3** The parties hereto understand that there is some obscurity relating to the payment of Goods and Services Tax (GST) related to the transaction in this Agreement. It is, however, agreed that the liability and responsibility to pay such GST Tax and/ or penalties and interest thereon etc, shall solely be on the Purchaser/s, the Promoters shall not be liable and/ or responsible for payment thereof. In the event, however if the Promoters is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoters together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoters shall have the right to claim such amount along with other claims of compensation/losses/burden undergone undertaken by him. It is further agreed that there shall always be a charge/lien on the said Unit in favor of the Promoters against the amount payable by the Purchaser to the Promoters towards the GST and /or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc, relating to this transaction and failure of the Purchaser to pay the same to the Promoter shall be construed as breach of essential condition of this Agreement and the Promoter shall be entitle to terminate this agreement subject to provisions of clause 5 supra.

***7.*** DEFECT LIABILITY PERIOD.

**7.1** If within a period of five years from the date of occupancy certificate/completion of project, the Purchaser brings to the notice of the Promoter any structural defect in the said unit 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 Purchase shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.

**7.2** That notwithstanding anything stated or provided in clause 7.1 or elsewhere in this Agreement shall not be liable to repair or provide any compensation to the Purchaser in the following circumstances.

a. If the damage to the material used is due to wear and tear.
b. If the defects are caused by or attributable to the Purchaser.
c. If the defects are caused due to misuse by the Purchaser or the handling of the material used, by the Purchaser is in gross violation of the user manual issued by the Promoter.
d. If the structural defects as mentioned in clause 7.1 are caused due the Purchaser making any changes in the structure of the said unit or in the materials used in the said unit.

***8.*** ULIMATE SOCIETY, BODY OR ORGANISATION

**8.1** I n order that each PURCHASER of the apartment in the building MATO:SHRI APARTMENTS CONDOMINIUM should have a clear, marketable and transferable title in respect of the said apartment and ownership right in respect of undivided proportionate share in the said plot, the Promoter have submitted the said plot to the provision of the Maharashtra Apartment Ownership Act 1970 through execution and registration of Deed of Declaration.

The PURCHASER has been and read all the contents of the deed of declaration and accept that the same is binding on him.

**8.2** That since all the unit purchasers being owner of the Units and the Said Plot on which such units are constructed and the society or body formed as aforesaid being Apartment Owners Association body the Promoter shall not be liable to transfer all the right, title and the interest of the Promoter and/or the land owners in the Said Plot to the aforesaid society or body.

**8.3** Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said unit is ready for sue and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said unit) of outgoings until the body or society is formed and the management as provided in clause 8 is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoing as may be determined. The Purchase further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional amount of Rs. 12,000.00 which is calculated for a period of 24 months of the monthly contribution towards the outgoings. The amounts so paid by the Purchase to the Promoter shall not carry any interest and remain with the Promoter until such transfer of management provided in clause 8 is completed. On completions of transfer of management the Promoter after deducting there form expenses and other outgoings incurred by it, shall transfer balance amount to the said body.

**8.4** The Unit Purchaser agree to sign and deliver to the Promoters before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters for the formation and registration of the Co-op . Housing Society or Condominium of Apartments that is to be formed.

**8.5** That the Promoter shall have the exclusive right to draft the by- laws of aforesaid body or bodies and also the rules in respect of the manner and mode of use of the common Areas or the Facilities and Amenities provided on these Open Spaces appurtenant to the said apartment building and any other matter in this respect.

**8.6** The Purchaser shall on or before delivery of possession of the said unit keep deposited with the Promoter, the following amounts:-

(i) Rs. 2000.00 for share money, application entrance fee of the body.

(ii) Rs.1000.00 for formation and registration of the Apartment Association.

**9.** STAMP DUTY

The Purchaser agree to bear the stamp duty, registration charges and incidental charges and expenses and other out of pocket expenses payable by the purchaser, in respect of this Agreement as also in respect of the supplementary document, conveyance or any documents of final transfer of the said unit which is a part of the total property, being a Deed of Conveyance in favor of a society or on a Deed of Apartment of the said unit that may be executed in favor of Purchaser herein.

**10.** REGISTRATION

It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Promoter the serial number under which the Agreement is lodged so as to enable the representative of the Promoter to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Promoter may extend assistance/ co-operation for the registration of this Agreement, at the cost and expense of the Promoter. However, the Promoter shall not be responsible or liable for any delay or default in such registration.

**11.** APPROPRIATION AND ADJUSTMENT OF AMOUNTS

The Purchaser hereby grants to the Promoter the unfettered, unequivocal an irrevocable consent to appropriate or adjust the amounts payable by the Purchaser to the Promoter including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Promoter or by the Promoter to the by virtue of this Agreement and in respect of the Said Unit. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such appropriation or adjustment and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

**12.** COVENANTS OF THE PURCHASER AND PROMOTER

**12.1** The Purchaser for themselves and with the intention to bring all persons into whomsoever hands the unit may come does/do hereby covenant/s with the Promoters as follows:

a. To maintain the said Unit at the Purchaser's own cost in good tenantable repairs and condition from the date the possession of the same is taken by the Purchaser and shall not do or suffer to be done anything in or to the building in which the unit is situated or to the stair-case or to any passage which may be against the rules, regulation or bye-laws imposed by the concerned local or any other authority or change/alter or make addition in or to the building in which the said Unit is situated and or any part thereof.

b. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature, or are so heavy so as to damage the construction or structure of the building/s in which the said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floor which may damage or likely to damage the staircase, Lift, common passages or any other structures of the building in which the said Unit is to be situated including the entrance of the building in which the said unit is to be situated and in case any damage is caused to the building in which the said unit is to be situated or to the said unit on account of negligence or on account of default of the Purchaser in this behalf the Purchaser shall be liable for the consequence of the breach.

c. To carry at his own costs all internal repairs to the said Unit and to maintain the said Unit in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building which may be against the Rules, Regulations, any Bye-Laws of the concerned local authority or other public authority, and in the event of the Unit Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/ or other Public Authority.

d. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building/s in which the said unit.

e. Is to be situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f. Not to demolish or cause to be demolished the Unit or any part thereof, not at any time make or cause to be made any addition or alternation of whatever nature in or to the unit or any part thereof or any alteration in the elevation and outside colour scheme of the project in which the said Unit is situated and shall keep the portions, sewers, drains in the unit and appurtenances thereto in good tenantable repairs and condition and in particular, so as to support, shelter and protect the other parts of the project in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or R.C.C. pardis or other structural member in the said Unit, and the Purchaser undertake/s no to make any external changes of whatsoever nature in the said unit.

g. Not to throw dirt, rubbish, rags, garbage or other refuge or permit the same to be thrown from the said Unit in the compound or any portion of the said land and the layout in which the unit is situated. Not to indulge any religious or other activities which may cause nuisance to other occupants of the units and or which may involve the sacrifices of animals. Not to do any act or deed which may result in the noise pollution, air pollution and nuisance to others.

h. Not to affix any name plate, signboards and others signage at any place or location in the said layout, except at the places, size, design etc. that may be permitted by the Promoters in writing.

i. To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or other public authority, on account of the change of user of the said Unit by the Purchaser viz. user for any purposes other than for Residential purpose.

j. The Purchaser shall not let, sub-let, transfer, give on leave and license or on rent, assign or part with the possession of the said Unit until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained the prior written consent of the Promoters for the same.

k. The Purchaser shall observe and perform all the rules and regulations which the body or society, to be formed as per clause 8 of this agreement, may adopt at its inception and the maintenance of the said project or the layout and the said unit and for the observance and performance of the building Rules, Regulations and Bye-Laws, for the time being in force of the concerned local Authority and or Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions that may be laid down by the said society or body regarding the occupation and use of the said Unit in the project and the said layout and shall pay and continue to pay regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

l. Till the conveyance of the said unit is executed the Purchaser shall permit the Promoters and its surveyors and agents, with or without workmen and others at all reasonable time to enter into and upon the said unit or any part thereof, to view and examine the state and conditions thereof.

m. The Purchaser agree not to carry on any illegal business of any nature whatsoever in the said unit.

n. Not to affix a grill or encroach upon any land or footpath outside the main gate of the said Unit or at any location outside the boundaries of the said unit and said plot on which the said Unit is located, without taking the prior written permission of the Promoters or the Body or Society.

o. The Promoters has not undertaken any responsibility nor has agreed anything with the Purchaser orally or otherwise and there is no implied Agreement or covenant on the part of the Promoters other than the terms and conditions expressly provided under this Agreement.

p. The Purchaser shall use the said unit or any part thereof for the purpose, sanctioned by concerned authorities and the Purchaser shall be answerable and responsible for any deviation in use of the same. The Purchaser is/ are entitled only to the said Unit hereby agreed to be sold to him and shall not use the same for such purpose or in the manner that may cause inconvenience or is objected to by the society or body or any of its members and/or by the Promoters till the final Deed of Conveyance/Deed of Apartment of the same is executed and registered.

q. The Purchaser hereby irrevocably consents and authorize/s the Promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the Amravati Municipal Corporation/Concerned Authorities and give consents NOC's and do all necessary things in all departments of the Municipal Corporation, Collector, Road, Water, Government Department, M.S.E.D.Co. Ltd, its successor-in title on behalf of the Purchaser and whatsoever acts, done by the Promoters on behalf of the Purchaser shall stand ratified and confirmed by the Purchaser and the same shall be binding on the Purchaser/s.

r. As the Promoters will be applying to the concerned authorities for giving separate water connection for the said Project and separate electricity meters and connection for the said Unit of the Purchaser on his behalf, if there is any delay in obtaining separate water connection for the said total project and electricity supply connections from the concerned department, then in that case, the Promoters may provide electrical connection to the said Unit through a sub meter or any other temporary arrangement due to which if there is improper supply of electricity, the Promoters shall not be held responsible for the same. The Purchaser shall pay the proportionate outgoing charges as demanded, determined and decided by the Promoters for such emergency/alternative arrangement. The Purchaser shall carry out at their own cost all internal changes only after obtaining the due consent from the Promoters and from the concerned authorities. The Promoters shall be the final and ultimate body for sanctioning any such changes in the unit and the decision of the Promoters herein in such matters shall be final.

**13.** MISELLANEOUS

**13.1** Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise or assignment in law of the said unit or of the said building or any part thereof. The Purchaser shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation space, common areas etc, will remain the property of the Promoters who shall be free to allot such restricted area, parking spaces, terraces etc. to the person of its choice and not have any objection for the same.

**13.2** Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or no-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

**13.3** The Purchaser shall present this agreement as well as the Supplementary Agreement, Conveyance/Final Deed of Transfer at the proper registration office for registration within the time limit prescribed by the Registration Act and the duly authorized person on behalf of the Promoters will attend and admit execution thereof.

**13.4** All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been served if sent to the Purchaser by RPAD/Under Certificate of Posting at address or if sent by email on the email addresses of the Purchaser given and authenticated in the Application made by Purchaser for booking the Said Unit.

**13.5** This Agreement shall always be subject to the provisions of the Relevant Applicable Laws.

**13.6** The Purchaser shall be liable to pay his share of all taxes as are or as may be demanded by the State or Central Government even before or after the possession of the said unit is handed over to the Purchaser as and when such taxes become due such payment shall be effected within seven days of a demand being made on the Purchaser and the Purchaser shall exclusively be liable for the consequences of any delay in payment thereof.

**13.7** The Promoters shall not be liable to share any maintenance charges, electricity charges and water charges in respect of unsold Units so long as the same are vacant and unoccupied until the possession of such unit/s has been given by the Promoters herein to the respective Unit Purchaser and in such case the such maintenance charges, electricity charges and water charges in respect of the units agreed to be sold to such Purchaser who have taken possession of their respective units, shall be liable for the payment of such charges. The Promoters shall not be responsible for any short supply of water or electricity as the same is under the control and supervision of the sanctioning authority, the planning authority under the D class Municipal by laws and of M.S.E.D.Co. Ltd., If however, the actual consumption of water exceeds such supply made by the sanctioning local authority and it is therefore found necessary to augment the supply of water by purchase of water by Water tankers, then in such event the Purchaser shall be liable to contribute towards the cost of purchase of such water. Also the Purchaser shall be liable to pay towards the cost of fuel consumed for the power generator in the case of shortage in supply of power by the M.S.E.D.Co. Ltd., or its successor-in-title.

**13.8** The Purchaser hereby declare/s that he has entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained and after accepting the same as binding on the purchaser.

**13.9** This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.

**13.10** THAT the recitals, Schedules, annexure and attached maps/plan shall form part of this agreement and the meaning and interpretation of this agreement or any of the clause contained therein shall be construed accordingly.

**13.11** If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Relevant Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive. In the occurrence of such event the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest to the provision being replaced, and that preserves the intent of the parties with which the provision so replaced was introduced in this Agreement.

**13.12** The Parties agree that the Agreement, schedules, annexure and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoter in any documents, brochures, advertisements, hoardings, etc. and / or through any other medium hereinbefore agreed upon between the Promoter and the Purchaser which may in any manner be inconsistent with what is stated herein.

**13.13** In this Agreement of Sale, unless the context in indicates otherwise:

a. Reference to a party includes that party's successors and permitted assigns;

b. Words expressed in the singular include the plural and vice versa;
c. Words expressed in any gender include every gender;
d. If any word or phrase is given a defined meaning, any other part of speech or grammatical from in respect of that word or phrase has a corresponding meaning;
e. The words "person" includes a partnership and a body whether corporate or otherwise;
f. All reference to amount are in Indian Rupees;
g. Reference to any statute, statutory provision or other legislation( whether primary or subordinate( is to a statute or other legislation as amended or replaced from time to time;
h. The schedule and any attachments form part of this Agreement; If any confict arises between the terms and conditions contained in the clauses of this Agreement and any part of the schedule (and attachments if any), the terms and conditions of the clauses prevail; If any conflict arises between any part of the schedule and any part of an attachment, the schedule prevails;
i. Reference to the schedule (or an attachment) is reference to the schedule (or an attachment ) to this Agreement, including as amended or replaced from time to time by agreement in writing between the parties; and Any term or item, which is defined in the recitals or elsewhere in this Agreement, will have the meaning as defined.

**14.** DISPUTES AND ARBITRATION

If any dispute, controversy or claim arises between the parties hereto in connection with this Agreement or the interpretation of any of its provisions (including its existence and validity) or concerning anything contained in or arising out of this Agreement, any party may notify the other Party and each of the Parties shall make all attempts to amicably resolve such difference, dispute or question through mutual consultation and negotiation. In the event of any controversy, claim or dispute between the parties in respect to this agreement, the proceedings of arbitration shall be held in accordance with the provisions.

SCHEDULE-I

OF THE SAID UNIT

Apartment No … Situated … floor of Apartment Building named and styled as "MATO:SHRI APARTMENTS", admeasuring … Sq.mt. approx in carpet area as per RERA, total built-up area including Common Built-up area admeasuring … approx Sq.mt. ALONG WITH …% undivided share in the Said Plot and the Common area, both the Apartment and the said Undivided share being collectively and cumulatively called as Apartment, Unit or The Said Unit and the said plot being marked in hatched portion on the layout plan annexed hereto as Annexure A and the Said Unit is marked in RED on the Sanctioned Floor Map of the Said Apartment Building annexed hereto as Annexure E and both the annexure forming part of this Agreement and bounded as under:-

ON THE EAST -

ON THE WEST -

ON THE NORTH -

ON THE SOUTH -

IN WITNESS WHERE OF the parties hereto have set and subscribed their respective signatures in their respective capacities in the presence of witnesses within- signed on the day, month and the year first above written.

WITNESSES:-

1……

2……

For YASH:SHRI ENGINEEERS & CONTRACTORS
through its Partner Shri Ram Madhukar Mahajan

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Shri RAM MADHUKAR MAHAJAN

The Unit Purchaser/s

---

Shri …….

YASH:SHRI ENGINEEERS & CONTRACTORS,

through its Partner Shri Ram Madhukar Mahajan

Party No.1/Owner

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

(Shri …….)

Party No.1/Purchaser

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

Witnesses :-

1) Name :- …….

Address :- ……

AADHAAR NO:- ……..

Signature :-

2) Name- Shri ……
Address:- ……
DRIVING LICENCE NO.:- -……

Signature :-

ANNEXURE 'A' OF LAYOUT PLAN AND SAID PLOT
ANNEXURE 'B' OF SANCTIONED BUILDING PLAN AND BUILDING PERMIT
ANNEXURE 'C' OF 7/12 EXTRACT OF SAID PLOT
ANNEXURE 'D' OF TITLE AND ENCUMBRANCE CERTIFICATE
ANNEXURE 'E' OF FLOOR PLAN OF SAID APARTMENT
ANNEXURE 'F' OF SPECIFICATIONS
ANNEXURE ‘G’ RERA CERTIFICATE