AGREEMENT TO SALE

(Market value Rs. _____/-)

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

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

(Deed of Declaration registered on 31.05.2023 at Sr. No.3083/2023)

(Stamp duty Rs._____/-)

****

This AGREEMENT TO SALE is executed at Amravati on this _____, day of _____, 2023.

BETWEEN

Shree Govinda Developers

PAN No. ADTFS9638N

A partnership firm, through its Partners -

1] Aman Subhash Talda

(Aadhar No. 3230 5445 7880)

(Mobile No. 9096114411)

Aged 32 years, Occu. – Cultivator & Business,

R/o. 16, Baba Hardasram Society, Kanwar Nagar,

Amravati, Tq. & Dist. Amravati-444606.

2] Dipak Rameshlal Godwani

(Aadhar No. 7932 2708 9771)

Aged 40 years, Occupation – Cultivator & Business,

R/o. “Krishna”, 65, Suraj Nagar,

Amravati, Tq. & Dist. Amravati-444606.

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

AND

_____

PAN No._____

Aadhar No._____

(Mobile No. _____)

Age _____ years, Occu. _____

R/o. _____

_____

hereinafter called as the **“ALLOTTEE”** (which expression

shall deem to include his/her heirs, successors, executors, administrators and assigns) of the **OTHER PART**

WHEREAS the promoter purchased, 1078.00 square meter (11605.74 square feet) of land being the portion of Nazul Plot No. 3/3, from out of Nazul Sheet No.49-D of Mouje Tarkheda (Gaonthan Amravati) and fully described in the First Schedule hereto, from its previous owner, Sainath Vidarbha Enterprises Pvt. Ltd. Amravati, bearing Regd. No. CIN:U70100MH2010PTC208968, a company registered under the Indian Companies Act, through its Authorized Director – Satish Kathumal Talreja, R/o. Sindhu Nagar, Amravati-444606, vide sale deed dated 03.04.2023 registered in the office of Sub-Registrar Amravati City No.2 on 03.04.2023 at Document No.1834/2023 and accordingly, the promoter is the owner of the land described in first schedule hereto and it has been duly mutated in the Property Register Card in the name of the promoter. The said land is hereinafter referred to as the **"Project Land"**.

AND WHEREAS as per the title deed referred to above in favour of the promoter, there is no covenant affecting the project land or the title of the promoter thereon and there is no tenant or illegal encroachment into or upon the project land and 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 yet mortgaged the project land and has not created any lien or charge upon the project land.

AND WHEREAS the promoter is entitled and enjoined upon to construct the building on the project land in accordance with the recitals hereinbefore.

AND WHEREAS the promoter is in possession of the project land.

AND WHEREAS, the Promoter above named proposed to construct on the project land described in the First Schedule, a multistoried building consisting of the **Six Shops, Twenty Six Office Premises, Four Showrooms, One Restaurant Premises** therein and the promoter has chosen to name the said building as **"CENTRAL VISTA".**

AND WHEREAS the Allottee is offered a Shop/Office Premises/Showroom/Restaurant Premises bearing number _____ and

situated on the _____ floor, (herein after referred to as the said “Shop/Office Premises/Showroom/Restaurant Premises”) in the Building called **“CENTRAL VISTA”** (herein after referred to as the said "Building") being constructed by Promoter on the project land.

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

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

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

AND WHEREAS, being the sole and exclusive owner of the project land described in the First Schedule hereto, the promoter has the sole and exclusive right to sell the Shop/Office Premises/Showroom/ Restaurant Premises in the said building “**CENTRAL VISTA**” to be constructed by the promoter on the project land and to enter into agreement with the allottee of the Shop/Office Premises/Showroom/Restaurant Premises and 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 and the plans, designs and specifications prepared by the **Promoter's Architect – _____,** Deed of Declaration dated 31.05.2023 registered at Document No.3083/2023 along with the bye-laws upended thereto 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 there under and the allottee has gone through all the said documents and is aware about the contents thereof.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Property Register Card (P.R. Card),

showing the nature of the title of the Promoter to the project land on which the Shop/Office Premises/Showroom/Restaurant Premises are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2.**

AND WHEREAS the building plan of the building **"CENTRAL VISTA"**, was sanctioned by Amravati Municipal Corporation, vide **Building Permit No.301** dated **23.02.2023** (Letter No. AMC/ADTP/301/ 2023 dated 23.02.2023) and the copy of the said plan and specification is annexed hereto and marked as **Annexure-D.**

AND WHEREAS the promoter had executed a **DEED OF DECLARATION** under section 2 of the Maharashtra Apartment Ownership Act, 1970 on **31.05.2023** which was registered at serial no. **3083/2023** in the office of Sub-Registrar Amravati City, and thereby submitted the said land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections of the said building 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 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 shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of the **Shop/Office Premises/Showroom/Restaurant Premises No.** _____ situated on the _____ **Floor** of the building **"CENTRAL VISTA"** being constructed on the said project land.

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

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 Shop/Office Premises/Showroom/Restaurant Premises agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof, the Promoter do hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Shop/Office Premises/Showroom/Restaurant Premises with the Allottee,

being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, in accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Promoter agrees to sell and the Allottee hereby agrees to purchase the said **Shop/Office Premises/Showroom /Restaurant Premises bearing No._____ situated on the _____ floor** of the building **"CENTRAL VISTA"**.

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

1. The Promoter shall construct the said building consisting of the basement and **Nine Upper Floors** on the said land being the portion of **Nazul Plot No.3/3 out of Sheet No.49-D,** admeasuring **1078.00 square meters (11605.74 square feet)** of **Mouje Tarkheda (Gaonthan Amravati),** Pragane Badnera, Tq. & Dist. Amravati, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time, subject however to such variations which may be necessary due to the Architectural and Structural reasons or which may be recommended by the authorized Architect or Engineer. Provided that, the promoter shall have to obtain prior consent in writing of the allottee, in respect of the variations or modifications which may adversely affect the Shop/Office Premises/Showroom/Restaurant Premises of the allottee, except any alteration or addition required by the Government Authorities or due to the change in the law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, **Shop/Office Premises/Showroom/Restaurant Premises No.**_____ having the carpet area admeasuring _____ **sq. meters** (built up area of _____ sq.mt.) situated on the _____ **Floor** of the building **"CENTRAL VISTA"** (hereinafter referred to as "the Shop/Office Premises/Showroom/Restaurant Premises") as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2 TOGETHER WITH ____% undivided** share in the general common areas and facilities of the building as stated in **SECOND SCHEDULE** hereto including the piece and parcel of the land fully described in the **FIRST SCHEDULE** hereto and including the parking place in the basement and at the lower and upper ground floor level of the building, as per the details given in

Deed of Declaration referred to above for the consideration of **Rs._____/- (Rs. _____ only)** including the price of the common areas and facilities appurtenant to the premises, the nature extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee covered parking spaces bearing Nos. _____ situated at _____ Basement and/or _____ podium being constructed in the layout for the consideration of Rs._____/-.

l(b) The total aggregate consideration amount for the Shop/ Office Premises/Showroom/Restaurant Premises including parking space provided as per the sanctioned building plan is thus **Rs. _____/- (Rs. _____ only).**

l(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs._____/- (Rupees _____) in the following manner :-

i. Amount of Rs._____/-(Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs._____/-(Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building

iii. Amount of Rs._____/-(Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs and stilts of the building.

iv. Amount of Rs._____/-(Rupees _____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows if any of the said Shop/Office Premises/Showroom/Restaurant Premises.

v. Amount of Rs._____/-(Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases,

lift wells, lobbies upto the floor level of the said Shop/Office Premises/Showroom/Restaurant Premises.

vi. Amount of Rs._____/-(Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building.

vii. Amount of Rs._____/-(Rupees _____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings in common areas, entrance lobby/s, plinth protection, paving of areas appertain to the building and all other requirements as may be prescribed in the Agreement of sale of the building.

viii. Balance Amount of Rs._____/-(Rupees _____) against and at the time of handing over of the possession of the Shop/Office Premises/Showroom/Restaurant Premises to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Shop/Office Premises/Showroom/Restaurant Premises.

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, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(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 Shop/Office Premises/Showroom/Restaurant Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/Office Premises/Showroom /Restaurant Premises.

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 Shop/Office Premises/Showroom/Restaurant Premises 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 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").

3. The Promoter hereby declares that the Floor Space Index available as on date including the Floor Space Index available on account of payment of premium to the Municipal Corporation in respect of the project land is **2772.60 square meters** only and Promoter has planned to utilize the said Floor Space Index by availing of FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **2772.60 square meters** as proposed to be utilized by it on the project land in the said Project and the Allottee has agreed to purchase the said Shop/Office Premises/Showroom /Restaurant Premises based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Shop/Office Premises /Showroom/Restaurant Premises 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 at the rate of eighteen percent per annum on all the delayed payment which shall 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 its own option, may terminate this Agreement: Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms

and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, this Agreement to Sale shall stand terminated automatically. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of thirty days of the termination, the installments of sale consideration of the Shop/Office Premises/Showroom/Restaurant Premises which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Shop/Office Premises/Showroom/Restaurant Premises as are set out in **Annexure 'E'** annexed hereto.

6. The Promoter shall give possession of the Shop/Office Premises/Showroom/Restaurant Premises to the Allottee on or before **31st** day of **March 2026**. If the Promoter fails or neglects to give possession of the Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom/Restaurant Premises 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 the Shop/Office Premises/ Showroom/Restaurant Premises on the aforesaid date, if the completion of building in which the Shop/Office Premises/Showroom/Restaurant Premises is to be situated is delayed on account of -

(i) war, civil commotion, pandemic 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 Shop/Office Premises/Showroom/Restaurant Premises, 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 Shop/Office Premises/Showroom/Restaurant Premises 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. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Shop/Office Premises/Showroom/Restaurant Premises within 15 days of the written notice from the promoter to the Allottee intimating that the said Shop/Office Premises/Showroom/Restaurant Premises is ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause **7.1**, the Allottee shall take possession of the Shop/Office Premises/ Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom/Restaurant Premises to the allottee. In case the Allottee fails to take possession within the time provided in clause **7.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Subject to the observance of the covenants and conditions to be observed and performed by the allotee, as per the details given hereinafter, if within a period of five years from the date of handing over the Shop/Office Premises/Showroom/Restaurant Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Shop/Office Premises/Showroom/Restaurant Premises, then, wherever possible such defects shall be rectified by the Promoter at its 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 Shop/Office Premises/Showroom /Restaurant Premises or any part thereof or permit the same to be used

only for commercial purpose. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Shop/Office Premises/Showroom/Restaurant Premises in the building shall join in forming the Association to be known as **CENTRAL VISTA CONDOMINIUM** 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 of the Association and for becoming a member, including the byelaws of the said Association as appended as EXHIBIT to the Deed of Declaration referred to above and after formation of the Association the allottee shall along with the other allottees of Shop/Office Premises/Showroom/ Restaurant Premises in the building shall hold elections and elect the office bearers of the Association named **CENTRAL VISTA CONDOMINIUM.** No objection shall be taken by the Allottee if any, changes or modifications are made in the bye-laws.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

10.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop/Office Premises/Showroom /Restaurant Premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop/Office Premises/Showroom/Restaurant Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchman,

sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

(i) **Rs.1,000/-** for share money of the Association.

(ii) **Rs.2,000/-** for formation of the Association.

(iii) Requisite amount for proportionate share of taxes and other charges, levies in respect of the Association.

(iv) Requisite amount for deposit towards Water, Electric and other utility and services connection charges subject to the minimum amount of Rs.21,000/-.

12. The Allottee shall pay to the Promoter, a sum of **Rs.5,500/-** 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 Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

13. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the amount of stamp duty and registration charges payable on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the amount of stamp duty and registration charges payable, on such conveyance of project land. In case the allottee would fail to pay the amount of stamp duty and registration charges to the promoter within seven days from the date of demand, then the allottee shall be liable to pay the penalty to the promoter @ Rs.500/- per day.

14. ***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 land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises /Showroom/Restaurant Premises 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.

15. The Allottee/s for himself/themselves with intention to bring all persons into whosoever hands the Shop/Office Premises/ Showroom/Restaurant Premises may come, hereby covenants with the Promoter as follows :-

i. To maintain the Shop/Office Premises/Showroom/Restaurant Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Shop/Office Premises/ Showroom/Restaurant Premises is taken and shall not do or suffer to be done anything in or to the building in which the Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom /Restaurant Premises is situated and the Shop/Office Premises/Showroom/ Restaurant Premises itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom /Restaurant Premises 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 Shop/Office Premises/Showroom /Restaurant Premises is situated, including

entrances of the building in which the Shop/Office Premises/Showroom/Restaurant Premises is situated and in case any damage is caused to the building in which the Shop/Office Premises/Showroom/Restaurant Premises is situated or the Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom/Restaurant Premises and maintain the Shop/Office Premises/Showroom/Restaurant Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Shop/Office Premises/Showroom/Restaurant Premises is situated or the Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom /Restaurant Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/ Office Premises/Showroom/Restaurant Premises is situated and shall keep the portion, sewers, drains and pipes in the Shop/Office Premises /Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom/Restaurant Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop/Office Premises/Showroom/Restaurant Premises

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 land and the building in which the Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/ Showroom/Restaurant Premises in the compound or any portion of the project land and the building in which the Shop/Office Premises /Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/ Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom/Restaurant Premises 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, regulations and bye-laws which the Association of "**CENTRAL VISTA CONDOMINIUM**", 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 Shop/Office Premises/Showroom/Restaurant Premises 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 Association of "**CENTRAL VISTA CONDOMINIUM**" regarding the occupancy and use of the Shop/Office Premises/ Showroom/Restaurant Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, maintenance and other expenses and all other out-goings in accordance with the terms of this Agreement, as well as the Deed of Declaration dated 31.05.2023 registered at Document No.3083/2023.

xi. Till a conveyance of the structure of the building in which Shop/Office Premises/Showroom/Restaurant Premises is situated is executed in favour of the Association of "**CENTRAL VISTA CONDOMINIUM**", the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Shop/Office Premises/Showroom/Restaurant Premises is situated is executed in favour of the Association of "**CENTRAL VISTA CONDOMINIUM**", the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. The allottee shall regularly pay his/her share of the expenses for the maintenance of common areas and facilities of the building, in accordance with the provisions of the Deed of Declaration dated 31.05.2023 as well as any additional amount of maintenance as would be assessed by the Association of "**CENTRAL VISTA CONDOMINIUM**" for maintaining the common areas and facilities of the building.

16. 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 Association or towards the out goings, and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop/Office Premises/Showroom/Restaurant Premises or the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Shop/Office Premises/Showroom/Restaurant Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Association or other body and until the project land is transferred to the Association as hereinbefore mentioned.

18. ***Promoter shall not mortgage or create a charge*** — After the Promoter executes this Agreement he shall not mortgage or create a charge on the Shop/Office Premises/Showroom/Restaurant Premises 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 Shop/Office Premises/Showroom /Restaurant Premises. The promoter shall repay such loan and obtain no dues certificate in respect of the Shop/Office Premises/Showroom /Restaurant Premises hereby agreed to be sold from the concerned financial institution and the promoter undertakes to convey the said Shop/Office Premises/Showroom/Restaurant Premises to the allottee free from all encumbrances.

19. ***Binding Effect*** — Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve notice to the Allottee for rectifying the default, which if not rectified within 15 fifteen) days from the date of its receipt by the Allottee, application of the allottee shall be treated as cancelled and all sums deposited by the Allottee in connection

therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

20. ***Entire Agreement*** — This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect of the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop/Office Premises/Showroom /Restaurant Premises as the case may be.

21. ***Right to Amend*** — This Agreement may only be amended through written consent of the Parties.

22. ***Provisions of this Agreement Applicable to Allottee/ Subsequent Allottees*** — It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Shop/Office Premises/Showroom/Restaurant Premises, in case of a transfer, as the said obligations go along with the Shop/Office Premises/Showroom /Restaurant Premises for all intents and purposes.

23. ***Severability*** — If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. ***Method of Calculation of Proportionate Share Wherever Referred to in the Agreement*** — Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Shop/Office Premises/Showroom/Restaurant Premises in the Project,

25. ***Further Assurances*** — Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically

provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction-

26. ***Place of Execution*** — The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Amravati.**

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

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

Name of Allottee – _____

Address - _____,

_____,

Name of Promoter - **Shree Govinda Developers through its Partners -**

1] **Aman Subhash Talda**

Address : R/o. 16, Baba Hardasram Society, Kanwar Nagar, Amravati-444606.

2] **Dipak Rameshlal Godwani**

Address : R/o. “Krishna”, 65, Suraj Nagar, Amravati, Tq. & Dist. Amravati-444606.

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

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

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

31. ***Dispute Resolution*** - *Any* dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. ***Governing Laws*** — That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the land, being the portion of **Nazul Plot No. 3/3, admeasuring 1078.00 sq.mt. (11,605.74 sq.ft.)** from out of **Nazul Sheet No.49-D** of **Mouje Tarkheda (Gaonthan Amravati)** Pragane Badnera, Tq. & Dist. Amravati, and shown by Marathi letters "+¤ÉEòb÷<iÉlÉnùvÉhÉªÉ®ú±É+" in the measurement sheet enclosed herewith and situated abutting to the Morshi Road in Shrikrushna Peth locality of Amravati, within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati and bounded as under :

Towards East	-	Morshi Road & western side of "Krushna Complex";
Towards West	-	Residential house of Shri. Agrawal & Service Lane;
Towards North	-	Government Road leading from Morshi Road to the Shrikrushnapeth locality and thereafter the compound wall of the premises of Industrial Training Institute in the Eastern portion and Residential House of Agrawal in the Western portion of the

property;

Towards South - "Krushna Complex" in the Eastern portion and open land of Shri. Agrawal with petrol pump thereon in the Western portion of the property.

SECOND SCHEDULE ABOVE REFERRED TO

(1) **General Common Areas & Facilities of the building** :

(a) Piece and parcel of the land fully described in paragraph FIRST above.

(b) Covered Parking Place in the basement, in the Western portion of Lower Ground Floor and in the Western portion of the Upper Ground Floor.

(c) Staircase from the ground level upto the Seventh Floor of the building and the corridors or the passages or the lobbies in front each units.

(d) Two enclosures of the lift and installation and apparatus of the lifts.

(e) Generator Set for operating the lifts and lights in the common areas of the building.

(f) One Water tank for firefighting arrangement in the basement of the building and two water tanks situated above the roofs of AC Plant Room and the staircase tower respectively.

(g) Plumbing network throughout the building.

(h) Electric wiring in the common areas of the building and the electric meter for the supply of electricity in the common areas outside the units.

(i) Necessary lights in the common areas of the building.

(j) Common Septic tank and drainage system of the building.

(k) Bore-well and the water lifting arrangement fitted thereon for lifting of the water from the bore-well to the water tanks situated in the basement and above the roof the building.

(l) Two toilet blocks each on the First Floor to the Seventh Floor of the building.

(2) **Restricted Common Areas & Facilities of the building** :

(a) The open terrace above the sixth floor i.e. the floor in the Eastern side adjacent to the mechanical/electric room and in the Southern side adjacent to the Air Conditioning Plant room shall be a restricted common area and facility of the building and shall be in the user of the owner/occupier of the restaurant as an open

seating area without any right to make any construction therein.

(b) The middle portion front façade i.e. Eastern façade of the 5th and 6th floor of the building, having the publicity LED screen fitted therein, shall be a restricted common area and facility of the building and shall be in the user of the owner/occupier of the fifth floor of the building.

Schedule 'A'

DESCRIPTION OF THE SHOPS/OFFICE PREMISES/ SHOWROOM/RESTAURANT PREMISES ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

The **Shop/Office Premises/Showroom/Restaurant Premises bearing no.** _____ situated on the _____ **Floor** and having the **carpet area** of _____ **sq.mt.** (built up area of _____ sq.mt.) from out of the said building named as **"CENTRAL VISTA"** constructed upon the project land described in the First Schedule above together with ____ **%** undivided share in the general common areas and facilities of the building as stated in **SECOND SCHEDULE** hereto including the piece and parcel of the land fully described in the **FIRST SCHEDULE** hereto and including the covered parking place at the ground level of the building, as per the details given in Deed of Declaration referred to above and having boundaries as under :-

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

SCHEDULE 'B'

AMENITIES AND FACILITIES TO BE PROVIDED AND THE SPECIFICATION OF CONSTRUCTION OF THE SHOP/OFFICE PREMISES/SHOWROOM/RESTAURANT PREMISES

1] **STRUCTURE** :- The building will have R.C.C. framed structure raised on R.C.C. column foundations with brick panel walls. The partition was between two adjoining units shall be common walls. The external walls will of 6 inch thickness and internal walls will of 4 inch thickness.

2] **FLOORINGS** :- Vitrified flooring tiles in all shops/office premises/ showroom/Restaurant Premises approved quality by consulting civil engineer.

3] **DOORS** :- Front Door of the shops/office premises/ showroom

/Restaurant Premises shall be of steel rolling shutter and the doors of toilet blocks etc. shall be of R.C.C. frame and flush doors panel.

4] **WINDOWS** :- The windows if any will be ALUMINIUM fully glazed with M.S. Grill work complete. Powder coated aluminum sliding window with granite window seal.

5] **PAINTING** : - Cement Paint for external walls and Birla putty to the internal walls.

6] **STAIRCASE FLOORING** : - Standard staircase Tiles of approved quality

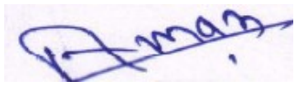
7] **URINAL AND W.C. IN THE TOILET BLOCKS** :- Non-slippery ceramic tile flooring, wall cladding with ceramic tiles upto 7 feet height, standard sanitary and plumbing fixtures.

8] **ELECTRICAL** :- Concealed pipe fittings for electrification.

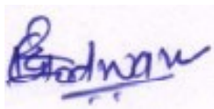
10] **PLUMBING** :- Concealed plumbing in Toilets blocks and other common areas and facilities of the building wherever necessary.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sale at **AMRAVATI** in the presence of attesting witness, signing as such on the day first above written.

PROMOTER : Shree Govinda Developers, through its Partners –
1] Aman Subhash Talda

Photograph	Thumb Impression	Signature
		

2] Dipak Rameshlal Godwani

Photograph	Thumb Impression	Signature
		

ALLOTTEE : _____

Photograph	Thumb Impression	Signature

WITNESSES :

1) _____ 2) _____