

**AGREEMENT TO SALE
AGREEMENT TO BE ENTERED INTO BETWEEN
VENDOR/PROMOTER AND ALLOTTEE**

This Agreement made at Amravati, this ____th day of September, 2021,

BETWEEN

- Promoter :
- 1) Shri. Jayant Rajabhau Yedke, PAN No. AIVPY9430B,
Aged about 63 years, Occupation-Business, R/o. Govind
Nagar, Rajapeth, Amravati 444606,
 - 2) Shri. Shrikant Rajabhau Yedke, PAN No. BARPY1413K,
Aged about 57 years, Occupation-Business. R/o. Govind
Nagar, Rajapeth, Amravati 444606,
 - 3) Sau. Sankalpa Shirish Dolke, PAN No. ARLPD1656M
Aged about 54 years, Occupation- Service, R/o. "Sankalp"
Premvihar Colony Near Sudarshan Building, Amravati-
444606,
 - 4) Sau. Madhavi Madhusudan Dixit, PAN No.
CELPD1882C,
Aged about 52 years, Occupation- Housewife, R/o. 106,
Bachelor Road, Opp. Maturseva Sangh, Dhantoli, Wardha
442 001,
Through Developer and power of attorney holder
SAHIL ASSOCIATES, PAN No. ADRFS3159G through
its Partners,
 - 1) Shri. Dnyaneshwar Shrikrushna Ganorkar, Aged about
56 years, Occupation-Business, R/o. Flat No. 102, Krishna
Apartment, Desai Layout ahead of Ganesh Colony,
Amravati, 444605
 - 2) Sau. Rekha Kishor Sonparote, Aged about 46 years,
Occupation-Housewife & business, R/o. Gunwant Krupa,
Kolhatkar Colony, Shilangan Road, Amravati, Tq. Dist
Amravati-444605
 - 3) Sau. Kalpana Gopal Rithe, Aged about 49 years,
Occupation-Housewife & business, R/o. Gopal Rithe, 4-A
"Deep", Shridarshan Colony, Ghanshyam Nagar, Saturna,
Amravati, Tq. Dist Amravati 444607,

Herein after collectively referred to as the Promoter, which expression shall include his heirs, executors, Administrators, assignees etc. of the One Part

AND

Allottee/ Purchaser : Shri. -----
(PAN No. -----)
Aged about ____ yrs., Occupation -
R/o. -----

Herein after referred to as the Purchaser/ allottee which expression shall include his heirs, executors, Administrators, assignees etc. of the Other Part.

WHEREAS by an Development Agreement dated 08/09/2021 registered at Sr. No. 4971, and power of attorney dated 08/09/2021, registered at Sr. no. 4972 executed between Shri. Jayant Rajabhau Yedke, Shri. Shrikant Rajabhau Yedke, San. Sankalpa Shirish Dolke, 4) San. Madhavi Madhusudan Dixit, hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at Nazul plot No. 2/36, total admeasuring 4640 sq.ft. (431.1 sq.mtr.) from Nazul Sheet No. 41/A, of Mouje-Rajapeth, Pragane- Badnera, Tq. & Dist. Amravati, situated at Locality popularly known as Govind Nagar, Near Kanwar Nagar, Amravati, in the Registration Sub-District of Amravati or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement.

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

AND WHEREAS the Vendor/Promoter is in possession of the project land;

AND WHEREAS the Vendor/Promoter has proposed to construct on the project land having First floor consist of Two apartment units, Second floor consist of Two apartment units, Third floor consist of Two apartment units, Fourth floor consist of Two apartment units, Fifth floor consist of Two apartment units, Sixth floor consist of Two apartment units & Seventh floor consist of Two apartment units.

AND WHEREAS the Allottee is offered an Apartment bearing number on the floor, (herein after referred to as the said "Apartment") in the Building name and style as "Nandadeep Apartment" (herein after referred to as the said "Building") being constructed on the said project land, by the Vendor/Promoter;

AND WHEREAS the Vendor/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 Vendor/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra no. _____; authenticated copy is attached in Annexure 'F';

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

AND WHEREAS by virtue of development agreement along with power of attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the

project land and to enter into Agreement/s with the allottee of the Apartments to receive the sale consideration in respect thereof:

AND WHEREAS on demand from the allottee, the Vendor/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 Vendor/Promoter's Architects Messrs _____ (name of Architects) and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder:

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/Promoter, authenticated copies of extract of P. R. Card of relevant revenue record showing the nature of the title of the Vendor/Promoter to the project land on which the Apartments are constructed or 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 as sanctioned and approved by the A.D.T.P. Municipal Corporation, Amravati, as per building permit No. 181, dated 13/08/2021 proposed by the Vendor/Promoter and according to which the construction of the buildings and open space are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure-D.

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

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

AND WHEREAS the Vendor/Promoter has commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Vendor/Promoter for allotment of an Apartment No..... on..... floor in wing..... situated in the building of the said Project,

AND WHEREAS the carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under

services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter:

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Vendor/Promoter a sum of Rs. (Rupees.....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Vendor/Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Vendor/Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS, under section 13 of the said Act the Vendor/Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment unit No.

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

1] The Vendor/Promoter shall construct the said building/s consisting of, First floor, Second floor, third floor, Fourth floor, Fifth floor, Sixth floor, seventh floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time:

Provided that the Vendor/Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1. (a) 1) The Allottee hereby agrees to purchase from the Vendor/Promoter and the Vendor/Promoter hereby agrees to sell to the Allottee Apartment No.....of carpet area admeasuring.....sq. meters on..... floor in the building/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs..... including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities

which are more particularly described in the Second Schedule annexed herewith, (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- 1 (b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs.....
- 1 (c) The Allottee has paid on or before execution of this agreement a sum of Rs. (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Vendor/Promoter the balance amount of Rs (Rupees.....) in the following manner :-
- i) Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Vendor/Promoter after the execution of Agreement.
 - ii) Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Vendor/Promoter on completion of the Plinth of the building in which the said Apartment is located.
 - iii) Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Vendor/Promoter on completion of the slabs including podiums and stilts of the building in which the said Apartment is located.
 - iv) Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Vendor/Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
 - v) Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Vendor/Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi) Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Vendor/Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - vii) Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Vendor/Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
 - viii) Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment 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 Vendor/Promoter by way of GST and Cess or any other

similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor/Promoter) up to the date of handing over the possession of the [Apartment].

- 1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Vendor/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 Vendor/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 Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendor /Promoter.
- 1(g) The Vendor/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 Vendor/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/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 Vendor/Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Vendor/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 Vendor/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendor/Promoter to adjust his payments in any manner.
- 2.1) The Vendor/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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.