

Annexure 'A'

**Model Form of Agreement to be entered into between
Promoter and Allottee(s)
(See Rule 10(1))**

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

MODEL FORM OF AGREEMENT

(Market value Rs. _____)

(Valuation Column No. _____, rate per sq. meter

Rs._____/ -)

(Valuation as per ready reckoner Rs. _____)

(Deed of declaration Regd. on _____ at serial no._____)

(Stamp duty Rs._____)

This AGREEMENT OF SALE is executed at Amravati on this _____,
Day of _____, 2024.

BETWEEN

- 1] STEELARROW COMMERCIAL LLP**
LLP Identification No. ACG-4831
PAN No. AFGFS8596A
A registered Limited Liability Partnership Firm
by its Partners :
- a) Subhash Nanakram Talda**
(Aadhar No. 8835 6942 9579)
(Mobile No. 9823077207)
Aged 58 years, Occu. – Cultivator & Business,
R/o. 16, Baba Hardasram Society, Kanwar Nagar,
Amravati, Tq. & Dist. Amravati-444606.
- b) Shankarlal Gurbomal Harwani,**
(Aadhar No. 2112 7351 5070)
(Mobile No. 9422155967)

Aged 58 years, Occu. – Cultivator & Business,
R/o. 'Ashiyana', Bapu Colony, Chhatri Talao Road,
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 **ONE PART.**

AND

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 is a duly registered Limited Liability Partnership Firm, incorporated and registered under the provision of Limited Liability Partnership Act 2008 and the above named partners are its only partners.

AND WHEREAS, the above named partners of the promoter partnership firm, in their individual capacity, had purchased from the partnership firm Cityland Associates through its partners, all that piece and parcel of the land described in the First Schedule hereto i.e. the **Revised Layout Plot No.795** (as per the computerized 7/12 extract, revised Plot No.458/461/1/1-A/795), admeasuring **9559.30 square meters** (1,02,896.30 square feet) being the portion of original Layout Plot No.801 (admeasuring 50551.02 square meters) from out of the Layout of Field Survey No.76 and Field Survey No.77 of Mouje Borgaon Dharmale and Field Survey No.459, 460/1, 460/1-C, 460/2, 460/3, 461/2, 458/1, 458/2, 464/1, 464/2, 464/3, 463/1/A/1, 463/1/A/2, 463/1/A/3, 463/1/C, 461/1 and 461/1-A of Mouje Nandgaon Peth, Tq. & Dist. Amravati, vide sale deed dated 12.04.2023 registered at Document No.3830 in the office of Sub-Registrar Amravati Rural.

AND WHEREAS, after having purchased the said piece of land fully described in the First Schedule hereto, the partners of the promoter firm, in their individual capacity, prepared the building plan for the construction of the Commercial Complex comprising of in all Five Wings, each Wing comprising of individual shops as per the details given hereinafter and submitted the same to the Assistant Director of Town Planning, Amravati, for obtaining its technical sanction and recommendation for the grant of final permission by the Tahsildar, Amravati for the construction of the intended Commercial Complex and the Assistant Director Town Planning, Amravati, after due verification, vide its **Order No.03 dated 01.01.2024**, granted its technical sanction and recommendation for the grant of permission to make the construction by the Tahsildar, Amravati.

AND WHEREAS, even though, the partners of the promoter firm in their individual capacity had obtained the technical sanction to the building plan for the construction of the commercial complex upon the said land fully described in the First Schedule hereto, from the Assistant Director Town Planning, Amravati, but they had neither obtained the permission of the Tahsildar, Amravati for making the intended construction, nor they commenced the intended construction thereon.

AND WHEREAS, the promoter above named, vide sale deed dated 23.04.2024 registered in the office of the Sub-Registrar Amravati Rural at Document No.4449/2024 on 24.04.2024, acquired and purchased, the said land bearing **Revised Layout Plot No.795** (as per the computerized 7/12 extract, revised Plot No.458/461/1/1-A/795), admeasuring **9559.30 square meters** (1,02,896.30 square feet) along with the right to make the construction of the commercial complex thereon on the basis of the said building plan, to which the technical sanction was granted by the Assistant Director of Town Planning Amravati vide **Order No. 03 dated 01.01.2024**.

AND WHEREAS, after purchasing the said land fully described in the First Schedule hereto, under the said sale deed dated 24.04.2024, the promoter firm obtained the final permission of the Tahsildar, Amravati for the construction of the intended

Commercial Complex vide Order No. **M.R.C-81/NANDGAON PETH BHAG 2-859/2023-24 dated 30-05-2024**.

AND WHEREAS, even though the said building plan technically sanctioned by the Assistant Director Town Planning, Amravati, vide Order No.03 dated 01.01.2024 and finally sanctioned by the Tahsildar, Amravati vide Order No. **M.R.C-81/NANDGAON PETH BHAG 2-859/2023-24 dated 30-05-2024** has permitted the grantor to make the construction of the commercial complex comprising of in all Five Wings, with each shop therein, having the structure of ground floor, ground mezzanine floor and first floor, but the promoter has decided to make the construction of only the ground floor and ground mezzanine floor.

AND WHEREAS, in view of the aforesaid documents, facts and events, the promoter is the owner of the said land i.e. the **Revised Layout Plot No.795** (as per the computerized 7/12 extract, revised Plot No.458/461/1/1-A/795), admeasuring **9559.30 square meters** (1,02,896.30 square feet) and more particularly described in the First Schedule hereto and hereinafter referred to as **“the Project Land”** and has the authority to make the construction of the Commercial Complex thereon.

AND WHEREAS, as per the title deeds referred to above, there was 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 was required from any government or authority for using the project land for the construction of the project hereinafter mentioned and **the promoter has not mortgaged the project land and has not created any lien or charge upon the project land.**

AND WHEREAS the promoter was entitled and enjoined upon to construct the commercial complex on the project land in accordance with the recitals hereinbefore.

AND WHEREAS, the Promoter abovenamed has commenced the construction of a commercial complex on the project land described in the First Schedule, comprising of **Five WINGS or Five Buildings**, namely **WING-A1, WING-A2, WING-A3, WING-A4 & WING-A5**.

The building **WING-A1** shall have **TWENTY ONE Shops**, each shop comprising of the ground floor and the ground mezzanine

floor. The building **WING-A2** shall have **ELEVEN Shops**, each shop comprising of the ground floor and the ground mezzanine floor. The building **WING-A3** shall have **THREE Shops**, each shop comprising of the ground floor and the ground mezzanine floor. The building **WING-A4** shall have **FOUR Shops**, each shop comprising of the ground floor and the ground mezzanine floor. The building **WING-A5** shall have **EIGHTEEN Shops**, each shop comprising of the ground floor and the ground mezzanine floor. The promoter has chosen to name the said commercial complex as **“GOVINDA ARCADE”**.

AND WHEREAS the Allottee is offered the Shop bearing number _____ out of the WING-____, (herein after referred to as the said "Shop") in the commercial complex called **“GOVINDA ARCADE”** (herein after referred to as the said "Building") 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 vide **Registration No.** _____ **dated** _____ and the copy of registration certificate is attached at **Annexure 'F'**;

AND WHEREAS the promoter had appointed a structural Engineer for preparation of the structural design and drawings of the building.

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** – _____, the Deed of Declaration dated _____, 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 Promoter,

authenticated copies of 7/12 extract showing the nature of the title of the Promoter to the project land on which the shops are constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copy of the Layout Map of the project land have been annexed hereto and marked as **Annexure C-1.**

AND WHEREAS the authenticated copies of the plans of the Layout and according to which the construction of the building shall be made and open spaces shall be left over and provided for the said project have been annexed hereto and marked as **Annexure C-2.**

AND WHEREAS the building plan of the said buildings or commercial complex **“GOVINDA ARCADE”**, was technically sanctioned by Assistant Director of Town Planning, Amravati vide **Order No. 03 dated 01.01.2024** and the final permission to make the construction was granted by the Tahsildar, Amravati vide Order No. **M.R.C-81/NANDGAON PETH BHAG 2-859/2023-24 dated 30-05-2024** and the copy of the sanctioned plan and specification is annexed hereto and marked as **Annexure-D.**

AND WHEREAS the promoter has executed a **DEED OF DECLARATION** under section 2 of the Maharashtra Apartment Ownership Act, 1970 on _____, registered at Document No._____/2024 with the Sub-Registrar Amravati Rural, and thereby submitted the said project land and the building 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 the promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain the Occupancy Certificate of the said Buildings.

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

buildings and upon due observance and performance of which only the occupancy certificate in respect of the said buildings, shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings or the commercial complex in accordance with the said plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of the **Shop** bearing **No.**_____ and situated in the **WING**-_____ of the commercial complex **“GOVINDA ARCADE”** being constructed on the said project land.

AND WHEREAS the carpet area of the said Shop as per **“RERA”**, is _____ **square meters** and **"carpet area"** means the net usable floor area of the Shop, excluding the area covered by the external walls, but includes the area covered by the internal partition walls if any of the Shop.

AND WHEREAS the 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 the Promoter has agreed to sell and the Allottee has agreed to purchase, the said **Shop** bearing **No.**_____ and situated in the **WING**-_____ of the commercial complex **“GOVINDA ARCADE”**, having the **Carpet Area of** _____ **square meters** (built up area of _____ square meters) together with _____% undivided share in the said project land described in the First Schedule hereto and the other common areas and facilities of the commercial complex described in Second Schedule, for a total consideration of **Rs.**_____/ - **(Rupees** _____) and on the other terms and conditions agreed between the parties and also stated hereinafter.

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

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums and

..... floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of 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(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres 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).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing No. _____ situated at _____ Basement and/or stilt and/or _____podium bearing constructed on the layout for the consideration of Rs. _____/-.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No. _____ situated at _____ Basement and/or stilt and/or _____podium bearing constructed on the layout for the consideration of Rs. _____/-

1(b) The total aggregate consideration amount for the apartment including garages/covered parking space 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 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 Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the 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 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 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 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 or wing 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) That the total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax & Cess or any other similar taxes, which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the (Apartment/plot).

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 Bodes/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 alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount

from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter here by agrees to observe, perform and comply with all the terms, conditions, stipulation and restriction 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 handling over possession of the apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the apartment.

2.2 Time is essence for the promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the apartment/plot to the Allottee and 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, allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreements subjects 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 in respect of the project land is **11679.66 square meters** only and as the Promoter has decided not to make the construction of the First Floor of the shops out of the Commercial Complex, the Promoter has planned to utilize Floor Space Index of **6553.71 square meters**. The Promoter has disclosed

the Floor Space Index of **6553.71 square meters** as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Shop based on the proposed construction and sale of the said Shop to be carried out by the Promoter by utilizing the proposed FSI.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the apartment/plot to the allottee, Promoter agrees to pay to the Allottee, who does not intend to withdrawn from the project, interest as specified in the rule, on all specified in the rule, on all the amounts paid by the Allottee for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the rule, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this agreements from the date the said amount is payable by the Allottee 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 payments 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 payments installments, the Promoter shall at his own option, may terminate this agreement.

Provided that, promoter shall give notice of fifteen days in writing to the Allottee, registered post AD at the address provided by the Allottee and mail at email address provided by the Allottee, of his intention to be terminated this agreement and of the specific breach of terms and condition 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 with in the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (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 sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of March, 2027. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of apartments on afore said date, if the completion of building in which the apartments is to be situated is delayed on account of;

(1) war, civil commotion or act of God.

(2) any notice, order, rule, notifications of the governments 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 [Apartment/Plot], 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 [Apartment/Plot] 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 apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment/plot: Upon receiving a written intimation from the Promoter r as per aforementioned clause, the Allottee shall take possession of the apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Promoter shall give possession of the apartment to the Allottee. In case the Allottee fails to take possession within the time provided in above clause such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee, brings to the notice of the Promoter any structural defect in the apartment or the building in witch the apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part there of or permit the same to be used only for purpose of residence/office/show room/shop/go down for carrying on any industry or business (strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottee(s)s Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and

registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original owner/Promoter and/or the owners in the said structure of the building or wing in which the said apartments is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined

the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in layout.

11. The Allottee shall pay to the Promoter a sum of Rs.____/- for meetings all legal cost charges and expenses including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said society, or limited company, or apex body, or federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and

registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to 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 projects and shall obtain requisite approvals from time to time to complete the development of project;
- iii. There are no encumbrances upon the project land or the project except those disclosed in 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/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and 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/wing and common areas;

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

vii. The Promoter has not entered into any agreement for sale and/or development or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said {apartment/plot}, which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said {apartment/plot} 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 Allottee the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee;

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

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

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated

which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the apartment is situated and in case any damage is caused to the building in which the apartment is situated or the apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to

columns, beams, walls, slabs or RCC, or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited

Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated in favour of Apex Body or Federation, the Allottee shall permit the Promoter and surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:
After the Promoter executes this agreement he shall not mortgage or create a charge on the apartment/plot and if any such mortgage or charge is made or created then notwithstanding anything contained

in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [apartment/plot].

18. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT: This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE: 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 Allottee of the [apartment/plot], in case of a transfer, as

the said obligations go along with the [apartment/plot] for all intents and purposes.

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES:-

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for 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.

25. 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, in _____ 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 _____.

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have 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 - _____,

E-mail Address - _____

Name of Promoter - **STEELARROW COMMERCIAL LLP,**

Through its Partners :

a) Subhash Nanakram Talda

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

b) Shankarlal Gurbomal Harwani,

R/o. 'Ashiyana', Bapu Colony,
Chhatri Talao Road, Amravati-444606

E-mail Address - _____

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.

28. JOINT ALLOTEES: 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.

29. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and registration of this agreement shall be borne by the Allottee.

30. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW: 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 **Amravati Court** will have the jurisdiction for this agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the land, bearing **Revised Layout Plot No.795** (as per the computerized 7/12 extract, revised Plot No.458/461/1/1-A/795), admeasuring **9559.30 square meters** (1,02,896.30 square feet) being the portion of original Layout Plot No.801 (admeasuring 50551.02 square meters) from out of the Layout of 28 Hector 97 Are of the land, bearing Fields Survey No.76 and Field Survey No.77 of **Mouje Borgaon Dharmale** and Fields Survey No.459, 460/1, 460/1-C, 460/2, 460/3, 461/2, 458/1, 458/2, 464/1, 464/2, 464/3, 463/1/A/1, 463/1/A/2, 463/1/A/3, 463/1/C, 461/1 and 461/1-A of **Mouje Nandgaon Peth**, Tq. & Dist. Amravati, originally converted to the non-agricultural use vide order dated 24.07.2013 passed by the Additional Collector, Amravati in R.C. No. NAP-34/Tahsil Amravati/Nandgaon Peth Part-2/ and Borgaon Dharmale-115/2012-2013 and revised vide order dated 04.10.2022 passed by Sub-Divisional Officer, Amravati in R.C.No. NAP-34/Nandgan Peth Part-2 and Borgaon Dharmale-165/2022-2023, on the basis of the revised

layout plan sanctioned by Assistant Director of Town Planning, Amravati, vide Order No. 1893 dated 22.07.2022 and the said land bearing Revised Layout Plot No. 795, situated near Cityland, within the limits of Zilla Parishad, Amravati and within the jurisdiction of Sub-Registrar, Amravati Rural, and having the boundaries as under :

Towards East : Revised Layout Plot No.796
 Towards West : Amenity Plot No. 800 in the layout
 Towards North : Land out of field survey no. 463/1-C & 461/1
 Towards South : 18 meter wide D.P. Road.

SECOND SCHEDULE ABOVE REFERRED TO

General Common Areas & Facilities of the building :

- (a) Piece and parcel of the land fully described in paragraph FIRST above.
- (b) Internal roads.
- (c) Parking in marginal spaces.
- (d) Electric wiring in the common areas of each of the building and the common areas of the GOVINDA ARCADE and the electric meters for the electricity in the said common areas outside the shops.
- (e) Necessary lights in the common areas of each of the building and the common areas of the GOVINDA ARCADE.
- (f) One common Septic tank and drainage system of all the five Wings.
- (g) Bore-well with water lifting arrangement for supply of water upto the overhead tanks on the roof of toilet block to be constructed in the Wing-A1, Wing-A3 & Wing-A5 .
- (h) One Male toilet block and one Female toilet block in the North-West corner of the ground floor of Wing-A1.
- (i) One Male toilet block and one Female toilet block in the North-East corner of the ground floor of Wing-A3.
- (j) One Male toilet block and one Female toilet block in the North-East corner of the ground floor of Wing-A5.

Schedule 'A'

DESCRIPTION OF THE SHOP

ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

A Shop bearing no. _____ situated in the **WING-_____**, comprising of the **Ground Floor** and **Ground Mezzanine Floor** and having the total **carpet area** of _____ **sq.mt.** from out of the said Commercial Complex named as **“GOVINDA ARCADE”** constructed upon the project land described in First Schedule above and having boundaries as under:-

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

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

PROMOTER : STEELARROW COMMERCIAL LLP, through its Partners

a) Subhash Nanakram Talda

Photograph	Thumb Impression	Signature

b) Shankarlal Gurbomal Harwani

Photograph	Thumb Impression	Signature

ALLOTTE – _____

Photograph	Thumb Impression	Signature

WITNESSES :

- 1) _____
- 2) _____

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE ‘A’

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE ‘B’

FLOOR PLAN OF THE APARTMENT

Annexure-A

Name of the Attorney at Law/Advocate

Address:

Date:

No.

RE.:

Title Report

Details of the Title Report

The Schedule Above Referred to
(Description of Property)

Place:

Dated _____ day of _____ 20____

(Signed)

Signature of Attorney at
Law/Advocate

ANNEXURE-B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE-C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE- C-2

(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)

ANNEXURE-D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE-E

(Specification and amenities for the Apartment),

ANNEXUR -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s