Mouje: _____ Zone No. Flat Rate: Rs._____/- per sq.mtrs.

Field survey No.____ Plot No.____

Flat No._____ Carpet area: _____

AGREEMENT OF SALE

(As per Govt. & Market value of Rs. _____/- (Rs. _____ only).

Earnest amount of Rs. _____/- (Rs. _____ only)

Stamp Duty of Rs. _____/-

This agreement made at Amravati on this ____ day of June, 2021 BETWEEN –

PARTY NO.1:- **Promoters/Owners**

(1) **Shri Dilip Raghupatrao Deshmukh,** age 63 years, Occupation: Agriculture & Business
PAN –

(2) **Sau.Priti Diliprao Deshmukh,** Age 54 years, Occupation: Household work,
PAN –

Both r/o Ashiyad Colony, Amravati, Tq. & Distt. Amravati

Hereinafter called as the '**Party No.1/Owners/Promoters**' (which expression shall, unless repugnant to the context or meaning thereof, deemed to include their heirs, executors, administrators and assignees) of ONE PART

A N D

PARTY NO.2:- **Allotee/Purchaser**

_____,
Age ___ years, Occupation: _____
PAN –
r/o _____
(hereinafter called as '**Party No.2/Purchaser/ Allottee**', which expression shall unless repugnant to the context or meaning thereof, always been and include the said association as well as his/her/their

executors, administrators and assigns) of Sh

PART.

AND WHEREAS the Promoters are entitled and enjoined upon to constr buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the party No.1 are the owners of plot No.8 admeasuring 3500 sq.ft. (325.27 sq.mtrs.) alongwith 25 years old constructed house thereon from field survey No.41/1 of Mouje Navsari, Pragane Nandgaon Peth, Tq. & Distt.Amravati, situated within the limits of Amravati Municipal Corporation.

AND WHEREAS the Promoters have purchased the aforesaid plot as per registered sale deed dated 18/9/2017, which is registered with Sub-Registrar, Amravati at Sr.No.4037/2017.

Thus the party No.1 became absolute owner of plot No.1 and their names have been mutated in Gaon Namuna 7 as owners thereof.

AND WHEREAS after purchase of the aforesaid plot, the party No.1 has started development of the above plot no.1 and they have decided to construct a commercial-cum-residential building upon the said plot. Accordingly, the building plan of the scheme was submitted by them before the Assistant Director of Town Planning of Municipal Corporation, Amravati. The said building plan approved and sanctioned by the Municipal Authority as per building permit No.117 dated 9/3/2021 and they have declared the scheme by name & styled as "Mandar Enclave".

AND WHEREAS the promoter has proposed to construct on the project land a multistoried building i.e. Ground + 4 floor in the name & styled as 'Mandar Enclave'.

AND WHEREAS the allottee/purchaser is offered an apartment bearing No.____ on the ____ floor, (hereinafter referred to as the said "Apartment") of the building called as **Mandar Enclave** (hereinafter referred to as the said "Building") being constructed the said project by the Promoter.

AND WHEREAS the Promoter has entered into an agreement with an Architect registered with the Council of Architects.

AND WHEREAS the promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority, Mumbai bearing no._____ authenticated copy is attached in Annexure-F;

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

AND WHEREAS on demand from the allottee/purchaser, the promoter has given inspection to the allottee/purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the promoter's architect Shri _____ and as such other documents as are specified under the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules & Regulations made there under;

AND WHEREAS the authenticated copies of certificate of title issued by the attorney at law or advocate of the promoter, authenticated copies of village form 7 showing the nature of the title of the promoter to the project land on which the apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure-A & B respectively;

AND WHEREAS the authenticated copies of the approved building plan sanctioned by the A.D.T.P., Municipal Corporation, Amravati as per order No.117 dated 9/3/2021 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;

AND WHEREAS the promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the allottee/purchaser has applied to the promoter for allotment of an apartment no.____ on ___ floor, situated in the building named **Mandar Enclave**, being constructed on the project land;

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 allotte or verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the allottee/purchaser, 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, area 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/purchaser has paid to the promoter a sum of Rs._____/- (Rs._____ only) by way of NEFT/Cheque/D.D. bearing No._____ dated _____ drawn on _____ being part payment of the sale consideration of the apartment agreed to be sold by the promoter

to the allottee/purchaser as advance payment or application fee (the payment receipt whereof the promoter both thereby admit and acknowledge) and allottee/purchaser has agreed to pay to the promoter the balance of the sale consideration in the manner hereinafter appearing;

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the allottee/purchaser hereby agrees to purchase the apartment.

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

1.a(i) The allottee/purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee/purchaser **apartment No._____**, having carpet area, admeasuring ____ **sq.meters** on ____ **floor** (hereinafter referred to as "the Apartment") as shown in the floor plan for the consideration of **Rs._____/- (Rs._____ Only)** including 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.

Besides the sale consideration of Rs._____/- (Rs._____ only), the electric connection charges (electric deposit) and water connection charges (water deposit) shall be paid by the allottee/purchaser separately.

(ii) **That the promoter has also allotted a covered parking to the allottee/purchaser**.

(iii) **That the promoter has made available the general parking spaces for all the unit holders and there is no separate provision of the covered parking.**

1(b) The allottee/purchaser has paid on or before execution of this agreement a sum of **Rs._____/- (Rs._____ 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 _____ only)** in the following manner:-

i) Amount of **Rs._____/- (Rs._____ only)** by way of cheque no._____ dated _____ paid to the promoter at the time execution of agreement.

ii) On commencement of the ground floor slab __%.

iii) On commencement of the 1st slab __%.

iv) On commencement of the 2nd slab ___%.

v) On commencement of the 3rd slab ___%.

vi) On commencement of the 4th slab ___%.

vii) On commencement of walls, internal plaster of the apartment __%.

viii) On completion of staircase, lift wall, lobbies upto the floor level of apartment __%.

ix) On completion of the external plaster, external plumbing, elevation, terrace with water proofing of the building ___%.

x) At the time of possession __%

1(c) That the total price of the apartment is Rs._____/- (Rs._____ only). Besides the cost of apartment, the allottee/purchaser has to pay the taxes as G.S.T. and other taxes as applicable from time to time, shall be paid by the allottee/purchaser to the promoter/owner separately.

1(d) 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/purchaser 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/purchaser, which shall only be applicable on subsequent payments.

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/purchaser, obtain form 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/purchaser. The promoter shall abide by the time schedule for completing the project and handing over the apartment to the allottee/purchaser and common areas to the association of the allotees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, allotee 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 promoter as provided in above para.

3. The promoter here by declares that while granting FSI, the A.D. Municipal Corporation, Amravati has considered the permissible basic FSI factor i.e. 357.79 sq.mtrs. Additional FSI on payment of premium is 0.50 i.e. 162.8 sq.mtrs. Ancillary FSI area upto 60% or 80% i.e. 66.30 sq.mtrs. Therefore, as per the said factor, permissible built up area comes to 586.72 sq.mtrs.

4.1 If the promoter fails to abide by the time schedule for completing the project and handing over the apartments to the allotee, promoter agrees to pay to the allottee/purchaser, 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/purchaser for every month of delay, till the handing over of the possession. The allottee/purchaser 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/purchaser to the promoter under the terms of this agreements from the date the said amount is payable by the allottee/purchaser to the promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of above para, on the allottee/purchaser committing default in payments on due date of any amount due and payable by the allottee/purchaser to the promoter under this agreement and on the allottee/purchaser 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/purchaser, registered post AD at the address provided by the allottee/purchaser and mail at e mail address provided by the allottee/purchaser, 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 be terminated the agreement. If the allottee/purchaser 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 and he can recover liquidated damages from allottee/purchaser. Provided further that upon termination of this agreement as aforesaid, the promoter shall be refunded to the allottee/purchaser by deducting the amount of liquidated damages, which may be payable to promoter with in a period of thirty days of the termination.

5. The promoter shall give possession of the apartment to the allottee/purchaser on or before _____. If the promoter fails or neglects to give possession of the apartments, then the promoter shall be liable on demand to demand to refund to the allottee/purchaser the amounts already received by him in respects of the

apartment with interest at the same rate as may mentioned in the rules form the date promoter received the sum till the date the amounts and interest there on 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 payments made by the allottee/purchaser as per the agreement shall offer in writing the possession of apartment, to the allottee/purchaser, in terms of this agreements to be taken within three months form the date of issue of such notice and the promoter shall give possession of the apartment/shop to the allottee/purchaser. The promoter agrees and undertakes to indemnify the allottee/purchaser in case of failure fulfillment of any of the provisions, formalities, documentation on part of the promoter/owner. The allottee/purchaser agree to pay the maintenance charges as determined by the promoter or association of allottee/purchaser, as the case may be.

7.2 The allottee/purchaser shall take possession of the apartment within 15 days of the written notice from the promoter to the allottee/purchaser intimating that the said apartments are ready for use and occupancy :

7.3 **Failure of Allottee/purchaser to take Possession of apartment**: Upon receiving a written intimation from the Promoter as per aforementioned clause, the Allottee/purchaser 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/purchaser. In case the Allottee/purchaser fails to take possession within the time provided in above clause such Allottee/purchaser 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/purchaser, the Allottee/purchaser 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/purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee/purchaser shall use the Apartment or any part there of or [illegible] the same to be used only for purpose of residence. He shall use the parking [illegible] only for purpose of keeping or parking vehicle.

9. The Allottee/purchaser along with other allottee/purchaser(s)s Apartments [illegible] the building shall join in forming and registering the Society or Association or [illegible] 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/purchaser, so as to enable the Promoter to register the common organization of Allottee/purchaser. No objection shall be taken by the Allottee/purchaser 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 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 Within 15 days after notice in writing is given by the promoter to the allottee/purchaser that the apartments is ready for use and occupation, the amount of maintenance charges, which shall negotiated by the association shall be paid by the promoter on behalf of the allottee/purchaser and this issue finally shall be discussed before registration of the society of the unit holders for reconsideration, in respect of the projects land building/local taxes, betterment charges or such other levies by the concerned local authority and or government water, charges insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project and buildings. The amount of maintenance received by promoter/owner from the allottee/purchaser before execution of the deed of apartment shall be paid by the promoter after formation of the registered society of the apartment owner.

10. The allottee/purchaser shall on or before delivery of possession of the said premises keep deposited with the promoter/owner, the following amounts:-