Annexure 'A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

Model Form of Agreement for Sale

This Agreement made at ..... this.....day of.....in the year Two Thousand and Twenty Three, BETWEEN

1. Sau. Ranjana Sunil Zombade (Mob No. 8380051000)
   PAN No. AAGPZ6685E
   age 49 years, occu: Agriculture and business
   having address at 8, Om Colony, near Circuit House, Jail Road, Camp, Amravati – 444 601
   (hereinafter referred to as "the Promoter" of the One Part)

AND

2. Shri/Smt.....
   having address at.....
   .....

hereinafter referred to as "the Allottee" of the Other Part.

WHEREAS the Promoter himself is the Owner of an immovable property being piece and parcel of freehold land in the form of an open plots bearing layout plot Nos.3, 9B and 10, total area admeasuring 9245.09 sq. ft (859.21 sq meters) out of Survey Nos. 181/1A and 182 of mouje Warud, Part – II, Tq. Warud, Dist. Amravati situated within the limits of Warud Municipal Council and within

the jurisdiction of Sub-Registrar, Warud, more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

AND WHEREAS the Promoter jointly purchased 0H 61R of agricultural land bearing Gat No.180/1A, with 3H 24R agricultural land out of Gat No.182, both of Mouje Warud Tq. Warud Dist. Amravati along with Shri Dushant Anant Deshmukh, Shri Narendra Sheshraoji Thakre and Mrs. Trupti Shivshankar Kokate from its previous owner Shri Keshaorao Shravanji Yawalkar vide registered sale deed dated 18.12.2015 at Sr. No.3573 registered with Sub-Registrar, Warud, Dist. Amravati;

AND WHEREAS the Promoter and other joint purchasers got the said land converted into non-agricultural layout vide order passed in revenue case No.NAP-34/Warud-2/05/2019-20 dated 21.11.2019 by the Naib Tahsildar, Warud;

AND WHEREAS thereafter a registered deed of partition bearing Sr.No.78, dated 7.1.2020 was executed between the Promoter and Shri Dushant Anant Deshmukh, Shri Narendra Sheshraoji Thakre and Mrs. Trupti Shivshankar Kokate whereby in all 30 plots bearing Nos.3, 9B, 10, 15B, 16A, 16B, 25 to 30, 43 to 45, 58 to 60, 65B, 74A, 76B, 77A, 86B, 87A, 96, 97, 104, 105A, 105B and 106 fell to the share of the Promoter;

AND WHEREAS out of those 30 plots, plot Nos. 3, 9B and 10 have been amalgamated vide order dated 19.1.2023 passed in revenue case No. SRV-43/Warud by the Naib Tahsildar, Warud and thus the Promoter has become the

sole and exclusive owner of the project land. There are no covenants affecting or impediments attached to the project land. There are no tenants and there is no illegal encroachment on the said property. There is no mortgage or lien or charge on the said property;

AND WHEREAS the Owner/Promoter is in possession of the project land and is entitled and enjoined upon to construct a building to be named "AMRAVATI COMPLEX" on the project land vide building permit No.179882 dated 26.4.2023 granted by Warud Municipal Council and has commenced the construction by utilizing the permissible F.S.I. as per the sanctioned plan, which building will be having Lower Ground, Upper Ground, First and Second floors; i.e. shops on the lower ground and upper ground floors, a hall on the first floor and an apartment on the second floor.

AND WHEREAS the Allottee is offered a Shop/Hall/Apartment bearing number_____ on the.....floor, (herein after referred to as the said Shop/Hall/Apartment) in the said Building called '**AMRAVATI COMPLEX'** (hereinafter referred to as the said "Building") being constructed upon the project land by the Promoter;

AND WHEREAS the Promoter entered in to 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 appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building;

AND WHEREAS the Promoter being Owner has sole and exclusive right to sell the Shops/Hall/Apartment in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Shops/Hall/Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect M/s Girish Nagpure and Associates 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 Advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Shops/Hall/Apartment 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 building as proposed by the Promoter and according to which the construction of the building 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 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 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 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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied the Promoter for allotment of a Shop/Hall/Apartment No.....on the _____ floor situated in the building being constructed over the said project land;

AND WHEREAS the carpet area of the said Shop/Hall/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 Shop/Hall/Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace are appurtenant to the said Shop/Hall/Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Shop/Hall/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 Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

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

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Shop/Hall/Apartment ;

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

1. The Promoter shall construct the said building consisting of Lower Ground, Upper Ground, First and Second 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 Shop/Hall/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 Shop/Hall/Apartment No.....of the type of carpet area admeasuring.....sq. metres on.....floor in the building /wing (hereinafter referred to as 'The Shop/Hall/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 Shop/Hall/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 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 Shop/Hall/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 Shop/Hall/Apartment is located.

iv. Amount of Rs...../-(.....)(notexceeding75%of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Shop/Hall/Apartment.

iv. 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 Shop/Hall/Apartment.

v. 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 Shop/Hall/Apartment is located.

vi. 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 Shop/Hall/Apartment is located.

vii. Balance Amount of Rs...../-( )against and at the time of handing over of the possession of the Shop/Hall/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 Promoter by way of Value Added Tax, Service Tax, 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 Promoter) up to the date of handing over the possession of the Shop/Hall/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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments at the rate of % per annum for the period by which the respective installment 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 Clause1(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 sub divided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop/Hall/Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/Hall/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

Shop/Hall/Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1
(c) hereinabove.("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1718.40 square meters only and Promoter has planned to utilize Floor Space Index of 2618.49 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations,which are applicable to the said Project.ThePromoter has disclosed the Floor Space Index of _as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Shop/Hall/Apartment based on the proposed construction and sale of Shops/Hall/Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Shop/Hall/Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all

the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breach mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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 instalments of sale consideration of the Shop/Hall/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 Shop/Hall/Apartment as are set out in Annexure 'E', annexed hereto.

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

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession**- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Shop/Hall/Apartment to the Allottee in terms of this

Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Shop/Hall/Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 Promote~~ro~~r association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Shop/Hall/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 Shop/Hall/Apartment:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Shop/Hall/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 Shop/Hall/Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1such 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 Shop/Hall/Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Shop/Hall/Apartment or the building in which the Shop/Hall/Apartment is 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 Shop/Hall/Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike off which is not applicable) He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Shop/Hall/Apartment 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 organisation of Allottees. 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 theVendor/Lessor/Original Owner/Promoter

and/or the owners in the said structure of the Building or wing in which the said Shop/Hall/Apartment is situated.

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop/Hall/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 Shop/Hall/Apartment) of outgoings in respect of the project land and Building 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 and maintenance of the project land and building. Until the Society or Limited Company is formed and the said structure of the building 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 maybe.

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/Apexbody.

(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 meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or

Apex Body or Federation and for preparing its rules, regulations and bye-laws 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 Project and shall obtain requisite

approvals from time to time to complete the development of the project;

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/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 and common areas;

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

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

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said

Shop/Hall/Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

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

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Shop/Hall/Apartment may come, here by covenants with the Promoter as follows:-

i. To maintain the Shop/Hall/Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that 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 Shop/Hall/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 Shop/Hall/Apartment itself or any part thereof without the consent of the local authorities,if required.

ii. Not to store in the Shop/Hall/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 Shop/Hall/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 Shop/Hall/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 Shop/Hall/Apartment is situated or the Shop/Hall/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 Shop/Hall/Apartment and maintain the Shop/Hall/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 Shop/Hall/Apartment is situated or the Shop/Hall/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 Shop/Hall/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 Shop/Hall/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Hall/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Shop/Hall/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 Shop/Hall/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop/Hall/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 Shop/Hall/Apartment is situated or any part thereof or whereby any increased premium shall be come payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Hall/Apartment in the compound or any portion of the project land and the building in which the Shop/Hall/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 Shop/Hall/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 Shop/Hall/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 Shop/Hall/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 Shops/Hall/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 Shops/Hall/Apartment in the Building and shall pay and 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 Shop/Hall/Apartment is situated is executed in favour of Society/Limited Company, 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 building or any part thereof to view and examine the state and condition thereof.

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

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the 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 Shop/Hall/Apartment, land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Shop/Hall/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 hereinbefore 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 Shop/Hall/Apartment and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Shop/Hall/Apartment.

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 within15 (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 Shop/Hall/Apartment /plot/building, as the case maybe.

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 ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Shop/Hall/Apartment in case of a transfer, as the said obligations go along with the Shop/Hall/Apartment 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 Shop/Hall/Apartment to the total carpet area of all the Shops/Hall/Apartment 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 andactions 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 Warud Dist. Amravati.

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 been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____Name of Allottee
_____ (Allottee's Address)
Notified Email ID:_____

Promoter name: **Sau. Ranjana Sunil Zombade**.....
Promoter address: 8, Om Colony, near circuit house, Jail road Camp, Amravati 444 602:
Notified Email ID: sunil.zombade67@gmail.com.

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 ALLOTTEES

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

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 and 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 courts 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 _____ in the presence of attesting witnesses, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

'An immovable property being piece or parcel of freehold land in the form of plots bearing layout plot Nos.3, 9B and 10, total area admeasuring 9245.09 sq. ft (859.21 sq meters) out of Survey Nos. 181/1A and 182 of mouje Warud, Part–II, Tq. Warud, Dist. Amravati situated within the limits of Warud Municipal Council and within the jurisdiction of Sub-Registrar, Warud and having the boundaries as under:-

Towards East: Plot No.4

Towards West: 12 meter wide road

Towards North:	9 meter wide road
Towards South:	12 meter wide service road

SECOND SCHEDULE ABOVE REFERRED TO

Shop/ Hall / Apartment No.....carpet area admeasuring.....sq.metres located on the _____floor of the said building '**AMRAVATI COMPLEX'** as shown in the Floor plan thereof hereto annexed and marked Annexure – C.

The common areas and facilities appurtenant to the premises are described below:-

a) Covered parking place on lower ground floor

b) Staircase from the Lower ground floor up to the terrace of the building and the corridor or the passage or the lobbies in front of each Shop/Hall/Apartments in the building.

c) One water tank located at the ground level for the tap water from the water tap connection of Maharashtra Jeevan Pradhikarn and one water tank located on the ultimate terrace of the building

d) Plumbing network in the building

e) Electric wiring in the common areas of the building and the electric connection and meter for the electricity in the common areas outside the Shop/Hall/Apartments including the electricity for lifting of the water from the water tank of tap water.

f) Necessary lights in the common areas of the building.

g) Common septic tank and drainage system of the building.

h) The compound wall on the East and North sides.
i) Compound gate

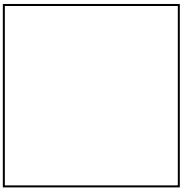
j) Compound gate at the North-West corner.

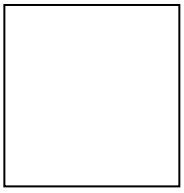
_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allotee : (including joint buyers)

1. _____
2. _____





At _____on _____

in the presence of WITNESSES:

1. Name_____

   Signature_____

2. Name _____

Signature_____

Promoter:

(1) _____
(Authorized Signatory)

WITNESSES:

Name _____

Signature _____

SCHEDULE 'A'

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

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE-A

Title Report

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

(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),

ANNEXURE–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.

The Promoter/s