

AGREEMENT TO SALE FOR RS. _____/ (_____)
ONLY

VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR) RS.
_____-/- ONLY

THIS AGREEMENT OF SALE is made on this _____ Day of
_____, 2024 BETWEEN:

PROMOTER : **Cityland Empire** (PAN : _____) through
- partners, Occu. : Business
Address:
PAN :
Notified Email ID :

1. Jagdish Ghanshyam Chatwani, aged 66
years, Occu. Agriculture and Business, r/o.
Navjivan Colony , Amravati – 444606,
(AADHAR : 6660 3611 1680)

2. Deepak Bhagwandas Dhamecha, aged 48
years, Occu. Agriculture and Business, r/o.
Krishna Nagar, Amravati – 444603, (AADHAR :
213432933435)

3. Mukesh Chetandas Harwani, aged 51
years, Occu. Business, r/o. Daroga Plot,
Amravati – 444606, (AADHAR : 4776 1294
5676)

4. Subhash Nanakramji Talda, aged 55 years,
Occu. Business, r/o. H No. 16, Baba Hardasram
Society, Kanwar Nagar, Amravati – 444606,
(AADHAR : 883569429579)

Through Power of attorney **Laxman Dharamdas Talreja**, aged 52, Occu Service, r/o Sindhu Nagar, Amravati Tq and Dist Amravati 444606 to admit the execution etc. and get the document registered in the office of the Sub Registrar.

Hereinafter referred to and called the "**Promoter**" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said PROMOTER, as well as it's/his heirs, legal representatives, successors, executors, assigns etc. of the ONE PART;

AND

ALLOTTEE :- _____ Aged about ____ years,

Occupation _____

Address:

PAN :

AADHAAR No. :

Notified Email ID :

Hereinafter referred to and called the "ALLOTTEE" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said ALLOTTEE , as well as his heirs, legal representatives, successors, executors, assigns etc. of the OTHER PART.

WHEREAS M/s Cityland is a partnership firm consisted of six partners (1) **Jagdish Ghanshyam Chatwani**, (2) **Deepak Bhagwandas Dhamecha**, (3) **Ghanshyam Basarmal Pinjani**, (4) **Shankarlal Gurbomal Harwani**, (5) **Mukesh Chetandas Harwani** and (6) **Subhash Nanakram Talda** all of Amravati vide partnership deed dated 1-4-2023;

AND WHEREAS vide clause No.11 of the said partnership deed, four partners viz. (1) **Jagdish Ghanshyam Chatwani**, (2) **Deepak Bhagwandas Dhamecha**, (3) **Mukesh Chetandas Harwani** and (4) **Subhash Nanakram Talda** of the said firm are authorized to purchase for the firm and/or sale the property of the said partnership firm and execute the requisite the documents;

WHEREAS, the said partnership firm purchased the field Gut no. 461/1-B area H.1 R. 05 and field Gut no. 461/1-K area H.1 R. 05 total area H.2 R.10 situated at Mouje - Nandgaon Peth – Part-2, Pragane - Nandgaon Peth, Tq. & Dist. Amravati by registered sale deed dated 20-5-2023 from Cityland Associates a partnership firm by partners Dipak Bhagwandas Dhamecha, Sashi Prataprai Chhatwani and Subhash Nanakram Talda all of Amravati;

AND WHEREAS, the said firm got the field converted for non agriculture use. vide order dated 25-8-2023 passed by the Tahasildar Amravati in RMC NAP -34/Nandgaon peth part 2/20/2023-2024;

AND WHEREAS the said partnership firm is an owner of the plot described below:-

"Within the jurisdiction of Zilla Parishad Amravati and within the ambit of Sub Registrar, Amravati Rural and within the limits of Gram Panchayat, Nandgaon, all that piece and parcel of land bearing plot No. 1 admeasuring 15,230 sq. mtrs. out of field Gut no. 461/1-B area H..1 R.

05 and field Gut no. 461/1-K area H.1 R. 05 total area H.2 R.10 which land is converted to non-agriculture use by Tahasildar Amravati in RMC NAP -34/Nandgaon Peth Part 2/20/2023-2024 vide order dated 25-8-2023 Situated at Mouje - Nandgaon Peth – Part-2, Pragane - Nandgaon Peth, Tq. & Dist. Amravati, bounded

on the east by _____ ,
 on the west by _____,
 on the north by _____ and
 on the south by _____.

Herein after referred to as "**the Project Land**".

AND WHEREAS vide mutation entry No. _____ , the said project land is mutated in the name of the PROMOTER in the property case;

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the said project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the said project land;

AND WHEREAS the Promoter propose to construct on the said project land buildings consisting of **six blocks A,B,C,D,E and F** out of

which **Block-A** will consist of **16 shops**, **Block- B ,C, D and F** each block will consist of **18** shops and **Block E will consist of 20 shops**, total shops on the said project land will be _____ situated on ground floor and each shop will consist of mezzanine floor and the purchaser of the shop will get right to construct first floor on the terrace of the shop purchased shop by him as per the sanctioned ma;

AND WHEREAS the shop No. _____ in Block No. _____ which is subject matter of this agreement admeasures built up area _____ and carpet area is _____ ;

AND WHEREAS the Allottee has offered for the said shop _____ in Block _____ being constructed by the Promoter;

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 No. _____-; authenticatedcopy is attached in Annexure ` \_\_ `;

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

AND WHEREAS the Promoter has sole and exclusive right to sell the shops to be constructed by the Promoter on the project land

and to enter into Agreement/s with Allottees 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 and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or 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 are constructed or are to be constructed have been annexed hereto and marked as Annexure '-----' and '-----', respectively.

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

AND WHEREAS the authenticated copies of the plans of the conversion of land got sanction by the Promoter and on which the construction of the shops and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure _____ ,

AND WHEREAS the authenticated copies of the plans and specifications of the shops to be purchased by the Allottee, as

sanctioned and approved by the local authority have been annexed and marked as Annexure ____ ;

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 shops and shall obtain the balance approvals from various authorities from time to time, so as to obtain shops Completion Certificate or Occupancy Certificate of the said shops;

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 shops and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said shops in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an shop No. in Block No. ____ on ground floor being constructed in the said Project,

AND WHEREAS the carpet area of the said shop is ____ square meters and "carpet area" means the net usable floor area of the shop, excluding the area covered by the external walls, for exclusive use of the Allottee and exclusive open terrace for exclusive use of the Allottee with right ot construct as per the sectioned

building plan, but includes the area covered by the internal partition walls of the shops.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the shop 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.____;

Rs.	Particulars

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 the said shop

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 said shop;

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 buildings consisting of ground floor with mezzanine floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the shop premises 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 No. in Block NO. ____ carpet area admeasuring sq. meters on ground floor (hereinafter referred to as "**the said shop**") as shown in the Floor plan thereof hereto annexed and marked Annexures ----- and ----- for the consideration of Rs. including Rs. being the proportionate price of the common

areas and facilities appurtenant to the said shop premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing No.---- situated at

being constructed on the project land 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 Nos

situated at _____ on the project land for the consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the shop meant including garages/covered parking spaces is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. ____ (_____) only (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. (_____) 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 shop.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slab of shop
- 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 shop.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings,
- 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 shop
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection,

paving of areas appertain and all other requirements as maybe prescribed in the shop of sale in which wing the said shop is located.

viii. Balance Amount of Rs...../-() against and at the time of handing over of the possession of the shop 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.

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 @_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said shop 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 instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments.

- 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 to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the shop.
- 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 said shop to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan") -----.
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and the Promoter has

planned to utilize Floor Space Index of _____ 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. The Promoter 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 based on the proposed construction and sale of the said shop 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 said shop 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 to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due

and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, 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 breaches 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 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 with particular brand, or price range (if unbranded) to be provided by the Promoter in the said shop

as are set out in Annexure '____', annexed hereto.

6. The Promoter shall give possession of the said shop to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the shop 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 with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said shop on the aforesaid date, if the completion of the said shop 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 **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 said shop, 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 said shop 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 agrees to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on his behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.1 The Allottee shall take possession of the shop within 15 days of the written notice from the Promoter to the Allottee intimating that the said shop is ready for use and occupancy:

7.2 **Failure of Allottee to take Possession of shop** : Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the shop 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 to the Allottee . In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.3 If within a period of five years from the date of handing over the said shop to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said shop 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 said shop or any part thereof or permit the same to be used only for purpose of show-room/shop for carrying on any business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other Allottees of shops on the project and 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 maybe, or any other Competent Authority.

- 9.1 The Promoter Allottee 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 Promoter in the said structure of the shops in which the said shop is situated.

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 Promoter in the project land on which the shops are constructed.

- 9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said shop 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) of outgoings in respect of the project land and the said shop 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 shops. Until the Society or Limited Company is formed and the said structure of the shops 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 of the structure of the buildings is

executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the buildings 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 shop 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 utilityand services connection charges &
 - vi.** Rs_____for deposits of electrical receiving and Sub Station provided in the 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 of the said shop, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the said shop. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said project 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 declared 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 the said shop / the said buildings 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 shop / buildings 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, shop / buildings and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said shop 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 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 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 or himself/themselves with intention to bring all persons into whosoever hands the shop may come, hereby covenants with the Promoter as follows :-
- i. To maintain the shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the shop is taken and shall not do or suffer to be done anything in or to the shop which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the shops in which the said shop is situated and the shop itself or

any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s in which the shop is situated.

- iii. To carry out at his own cost all internal repairs to the said shop and maintain the shop 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/s in which the said shop is situated or the shop 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 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 said shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said is situated and shall keep the portion, sewers, drains and pipes in the said shop 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/s in which the said shop 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 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/s in which the said shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said shop in the compound or any portion of the project land and the building/s in which the shop 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/s in which the said shop 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 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 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/s and the said shop 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 shop in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building/s in which the said shop 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 building/s 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/s in which the said shop 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 him 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 shops or of the said Plot or any part thereof. The Allottee shall have no claim save and except in respect of the shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, recreation spaces, will remain the property of the Promoter until all the shops are 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 said shop 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 .

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 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 shop, 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 S

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 said shop, in case of a transfer, as the said obligations go along with the said shop 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 Allottees in Project, the same shall be in proportion to the carpet area of the shop to the total carpet area of all the shops 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 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 _____

Name of Promoter _____

Promoter's address _____

Notified Email ID _____

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 Allottee s.

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, there under.

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 courts will at Amravati have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Amravati in the presence of attesting witness, signing as such on the day ____ of ____ , _____.

First Schedule

“Within the jurisdiction of Zilla Parishad Amravati and within the ambit of Sub Registrar, Amravati Rural and within the limits of Gram Panchayat, Nandgaon, all that piece and parcel of land bearing plot No. 1 admeasuring 15,230 sq. mtrs. out of field Gut no. 461/1-B area H..1 R. 05 and field Gut no. 461/1-K area H.1 R. 05 total area H.2 R.10 which land is converted to non-agriculture use by Tahasildar Amravati in RMC NAP -34/Nandgaon Peth Part 2/20/2023-2024 vide order dated 25-8-2023 Situated at Mouje - Nandgaon Peth – Part-2, Pragane - Nandgaon Peth, Tq. & Dist. Amravati, bounded on the east by _____ ,
on the west by _____,
on the north by _____ and
on the south by _____.

Herein after referred to as “**the Project Land**”.

Second Schedule

Common area and facilities

- i. Project land
- ii. Parking as per sanctioned map,
- iii. Bore well
- iv. Water storage tank on terrace,
- v. Motor pump and Plumbing net work,
- vi. Electricity connection,
- vii. Common meter for electricity supply,
- viii. Common toilet block fro Gents
- ix. Common toilet block for ladies
- x. Street lights,
- xi. Internal Road and paving blocks,
- xii. Internal Drainage.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

in the presence of WITNESSES:

(1) Name -----

Signature_____

(2) Name -----

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____

Please affix
 photograph
 and sign
 across the
 photograph

In the presence of WITNESSES:

(1) Name_____

Signature

(2) Name_____

Signature_

SCHEDULE 'A'

Out of block _____ Shop No. ----- built up area ____ carpet area
 mezzanine floor area built up area ____ aq. Ft. carpet area ____
 sq.ft. hight _____ ft. built in RCC frame structure and walls in
 bricks with cement plaster and rolling shutter at the front entrance
 with toilet block in side the shop fitted with aglow Indian seat, wash
 basin plumbing net word and water storage tank above shop at
 terrace, and right to construct the fist floor as per the sanctioned
 map , in block __ on the project land referred above bounds

On the East _____

On the West _____

On the North _____

On the South _____

Herein after referred to as "**the said shop**"

SCHEDULE 'B'

Floor Plan of the shop

ANNEXURE - A

Title Report

ANNEXURE – B

Authentic copy of

Property Card

ANNEXURE – C-1

**Authentic copy of
Layout map**

**ANNEXURE – C-2
Authentic copy of
Floor plan of construction map**

**ANNEXURE – D
Authentic copy of shop agreed copy to be sold**

**ANNEXURE – E
Specification and amenities of shop**

**ANNEXURE – F
Authentic copy of 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.

I say received.

Promoter