SAMPLE COPY

AGREEMENT OF SALE

in respect of

DEEP RESIDENCY

Mouja - Benoda, Table No. 10.373, Flat @ Rs. 22,000/- per Sq.mtr.

Stamp Duty is paid as per Government Rule & Regulations.

[D.O.D. Regd.on ..... at Sr. No. ..... with S.R.O. Amt. City]

Govt. Valued of Rs. ...../-

Agreement of Sale Valued at Rs. ...../-

Total Sale consideration at Rs. ...../-

[Stamp duty of Rs. ...../- & Registration charges of Rs. ...../- is paid challan]

THIS AGREEMENT OF SALE is made and executed in **Amravati** on this **.....Day** of **....., 202...** between-

1) **Mr. Kirtidip Deepak Saraf, (PAN DRMPS6391Q)**
Aged 31 Yrs, Occupation - Business,

2) **Mr. Jaideep Deepak Saraf, (PAN CLEPS5135F)**
Aged 34 Years, Occupation- Business,

3) **Smt. Varsha Deepak Saraf, (PAN PDOPS7093R)**
Aged 61 Years, Occupation- Business,
All R/o. Mudliyar Nagar, Moti Nagar Chowk, Amravati,
Tq. & Dist. Amravati. 444606.
(Partners of Deep Builders and Developers)

Hereinafter referred to as the **"VENDOR/PROMOTER"** (which expression unless repugnant to the context, shall always mean and include their legal heirs, successors and assigns) being the party of **FIRST PART;**

AND

Shri. .....
(PAN .....),
Aged ..... Yrs, Occ. - .....,
R/o. .....,
Tq. and Dist. Amravati, Pin No. .....

Hereinafter referred to as the **"ALLOTTEE OR PURCHASER"** which expression unless repugnant to the context, shall always mean and include their legal heirs, successors and assigns) being the party of **SECOND PART;**

WHEREAS the Promoter is the owner and possessor of property situated at **Mouje- Benoda**, Pragane-Nandgaon Peth, Tq. and Dist. Amravati, within the limits of Municipal Corporation of Amravati and jurisdiction of Joint Sub Registrar of Amravati City, out of which **Field Survey No. 30/1 (as per sale deed)** and **30/1/A (as per computerized Gaon Namuna 7/12 extract)**, out of which 1 Hector 25 R agriculture land layout conversion is passed by Hon'ble Collector, Amravati vide Rev Case No. NAP-34/Benoda-13/1981-82 order dated 13/08/1982, known as **"Mahalaxmi Colony"**, out of which layout converted **Plot No. 15** (Fifteen) having **total admeasuring 4350 sq.mts. (404.27 sq.fts.)**, and which is bounded as under :

Towards East - Layout Plot No. 14,
Towards West - Govt. Road,
Towards North - Service Lane,
Towards South - Road, and

above referred property more particularly described in "First Schedule at Srl. No. (i)" hereto (Hereinafter referred to as **"the Project Land"**)

That, the above referred Field Survey No. 30/1 Part, out of which 1 Hector 25 R agriculture land purchased by Mrs. Miradevi Amarchand Agrawal and Mr. Ramesh Kashinath Upadhya (intending purchaser), and they applied before Assistant Town Planning Amravati for approval of layout and same is approved by Assistant Town Planning of Amravati vide Letter No. TPVA/ Conv/Benoda/3539 dated 18/11/1981, thatafter said layout converted agriculture into non-agriculture by Hon'ble Collector of Amravati vide Rev Case No. Rev Case No. NAP-34/Benoda-13/1981-82 and order passed dated 11/12/1982 and thatafter said layout revised vide order dated 15/04/1982 and said layout known as under name & styled "Mahalaxmi Colony", Amravati, after conversion in the said layout there are total 22 plots in different size came into existence, which include above referred Plot No. 15 (Fifteen) having total admeasuring 4350 sq.mts. (404.27 sq.fts.).

Thatafter initially out of above referred layout converted Plot No. 15 (Fifteen) having total admeasuring 4350 sq.mts. (404.27 sq.fts.) was purchased by 1) Mr. Pavan Kailas Gupta, 2) Ku. Chanda Kailas Gupta, 3) Mr. Sanjay Kailas Gupta, 4) Mr. Ajay Kailas Gupta, 5) Mr. Vijay Kailas Gupta 6) Mrs. Tara Vinodprasad Gupta and 7) Mr. Kailas Matasaran Gupta, all R/o. Amravati, vide Reg. sale deed dated 30/04/1982 at Srl. No. 1806.

Thatafter Mr. Keshavrao Babarao Saraf purchased said layout converted Plot No. 15 (Fifteen) having total admeasuring 4350 sq.mts. (404.27 sq.fts.) from 1) Mr. Pavan Kailas Gupta, 2) Ku. Chanda Kailas Gupta, 3) Mr. Sanjay

Kailas Gupta, 4) Mr. Ajay Kailas Gupta, 5) Mr. Vijay Kailas Gupta 6) Mrs. Tara Vinodprasad Gupta through its power of attorney and for self 7) Mr. Kailas Matasaran Gupta, vide Reg. sale deed dated 15/04/1998 at Srl. No. 1535 but thatafter it is notice that parties of the said sale deed paid insufficient stamp duty and registration fee therefore Hon'ble Assistant District Registrar Class-1 and Stamp Collector vide Letter No. 6025-26/2005 parties paid the insufficient stamp duty of Rs. 5440/- and Registration charges of Rs. 680/- vide challan No. 113 and 114 dated 27/12/2005 and issue certificate dated 27/12/2005 and then register said sale deed dated 30/12/2005 at Srl. No. 2953.

Thatafter Mr. Keshavrao Babarao Saraf executed his Will dated 27/07/2001 attested by two witness and as per said Will Mr. Keshavrao Babarao Saraf bequeath the above referred layout converted Plot No. 15 (Fifteen) having total admeasuring 4350 sq.mts. (404.27 sq.fts.) to his son Mr. Deepak Keshavrao Saraf and thatafter Mr. Deepak Keshavrao Saraf died on 03/12/2003 and as per Will dated 27/07/2001 said plot was mutated in 6/2 extract in the name of Mr. Deepak Keshavrao Saraf, vide mutation no. 11718 dated 09/02/2011.

Thatafter Mr. Deepak Keshavrao Saraf was died intested dated 03.05.2018, succeeded with wife namely Smt. Varsha Deepak Saraf, and sons namely Mr. Kirtidip Deepak Saraf and Mr. Jaidip Deepak Saraf, thatafter Smt. Varsha Deepak Saraf, Mr. Kirtidip Deepak Saraf and Mr. Jaidip Deepak Saraf obtained Legal Heirship Certificate from Court of Hon'ble 14th Joint Civil Judge Junior Division, Amravati., in RMJC No. 941/2018 Decided dated 18/09/2018 and Certificate issue dated 19/09/2018 and thatafter as per said Legal Heirship Certificate said plot was mutated in 7/12 extract in the name of Smt. Varsha Deepak Saraf, Mr. Kirtidip Deepak Saraf and Mr. Jaidip Deepak Saraf, vide mutation No. 22968 dated 10/12/2018 in the record of Talathi Wadali, Saza No. 05, Amravati and since then they are the joint owner and possessor of the above referred plot property.

AND WHEREAS AND WHEREAS the promoter purchased T.D.R. rights by way of sale deed dated 23/10/2019 registered at Srl. No. 4145/2019 with the Sub-Registrar of Amravati City, from Mr. Rajesh Shrikisan Khadelwal HUF through Karta Mr. Rajesh Shrikisan Khandelwal, T.D.R. rights equivalent to 188.00 sq.mts. from out of the T.D.R certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/112/2017 dated 01/11/2017 and Certificate No. 112 and more particularly described in "First Schedule at Srl. No. (ii) (1) and (2)" hereto.

AND WHEREAS as per the title deeds referred to above in favour of the promoter, there is no convenient affecting the project land or the title of the promoter thereon and there is no tenant or illegal encroachment into or upon the project land and no further permission is required from any government or authority for using the project land for the construction of the project hereinafter mentioned and the promoter has not mortgage the project land and has not created any lien or charge upon the project land.

AND WHEREAS Vendor/Promoter has applied with the Municipal Corporation, Amravati for the sanction of map of propose construction on said project land and which has been duly approved and sanctioned by the Municipal Corporation, Amravati vide Order No. 0285 dated 17/01/2020 and building permission extension certificate No. 0003 dated 16/04/2021, and the vendor has chosen to describe the said building known as **"DEEP RESIDENCY"**, and,

WHEREAS while seeking sanction to the building plan, the promoter has taken the benefit of the TDR rights described at Srl. No. (ii) in the schedule-A hereto for getting more Floor Space Index.

AND WHEREAS the Vendor/Promoter has executed **DEED OF DECLARATION** under section 2 of the Maharashtra Apartment ownership Act, 1970 dated ....., registered at Sr. No. ...../2021 with the office of Sub Registrar, Amravati City, Amravati, and thereby submitted the said land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970,

AND WHEREAS the above referred property i.e. project land is free from all types of dispute, encumbrances, litigation and said property not affected by way of any means, and,

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

WHEREAS the Vendor/Promoter is the possession of the project land, and

WHEREAS the Vendor/Promoter has proposed to construct on the project land building **"DEEP RESIDENCY"** consist of ground floor and four upper floors. In ground floor there is Ample parking for the apartment/flat owner exclusively and staircase and lift to lead the upper floor. On first floor to fourth floor there are 4 (Four) independent apartments/family units on each floor, respectively, and,

WHEREAS the Allottee is offered an **Apartment** bearing **Number** ..... on the ..... **Floor**, (herein after refereed to as the said **"Apartment"**) of the

Building called **"Deep Residency"**, (herein after refereed to as the said **"Building"**), by the Vendor/Promoter, and,

WHEREAS the Vendor/Promoter has registered the Project under the provision of the Act with the **Real Estate Regulatory Authority vide Reg. No.** ....., and,

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

WHEREAS on demand from the allottee, the Vendor/Promoter has given inspection to the Allottee of all the documents of title relating to the project land and plans, designs and specifications prepared by the Vendor/Promoter's and of such other documents as are specified under 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 the plans of the Layout as approved by the concerned Local Authority have been annexed hereto, and,

WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor/Promoter and according to which the construction of the building and upon spaces are proposed to be provided for on the said project, 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,

WHEREAS the promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, section and of the said building/s and shall be obtained 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 perform 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.

WHEREAS the Vendor/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans, and,

WHEREAS the Allottee has applied to the Vendor/Promoter for allotment of an **Apartment No.** ..... on the ..... **Floor** in the **situated in the building "Deep Residency"**, of the said project, and,

WHEREAS the **carpet area** of the said **Apartment** is ..... **square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

WHEREAS, the Vendor/Promoter has registered the Project under the provision of the Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority at RERA Reg. No. .....**, and,

WHEREAS under section 13 of the said Act the Promoter is required to be executed a written Agreement for sale of said Apartment with the Allottee, being in fact these present and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Vendor/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1) The Vendor/Promoter shall construct the said **building consisting of ground and four upper 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 modification which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the Vendor/ Promoter and the Vendor/Promoter hereby agrees to sell to the Allottee **Apartment No. .....** having carpet area admeasuring **..... sq. meters** on **..... floor** in the building **"Deep Residency"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. ...../- including Rs. ...../- being the proportionate price of the common area 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.

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. ...../- (Rs. ..... only) (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to that Vendor/Prompter the balance amount of Rs. ...../- (Rs. ..... only) in the following manner :-

(i) 20% at the time of Agreement,

(ii) 20% at the time first slab,

(iii) 20% at the time second slab,

(iv) 20% at the time third slab,

(v) 15% at the time fourth slab,

(v) 5% at the time of possession.

1(d) The Total Price of the apartment is Rs. ...../-. Besides the cost of apartment, the allottee/purchaser has to pay the applicable taxes to the promoter/owner separately.

1(e) The Total Price is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charge which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor/Prompter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Vendor/Prompter 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 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 carper area within the defined limit then Promoter shall refund the excess money paid by Allottee within fourty-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 the Agreement.

1(g) 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 payment in any manner,

2.1 The promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restriction if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handling over possession of the apartment to the allottee/purchaser, obtain form the concerned local authority occupancy and/or completion certificate in respect of the apartment

2.2 Time is essence for the promoter as well as the allottee/purchaser. The promoter shall abide by the time schedule for completing the project and handing over the apartment/office to the allottee/purchaser and common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreements subjects to the simultaneous completion of construction by the promoter as provided in above para.

3. The promoter here by declares that the Floor Space Index available as on dated in respect of the project land is **710.62 sq.mtrs**. only and Promoter has planned to utilize Floor Space Index of **1.40** by availing of TDR or FSI available on payments 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 amy be available in future on modification to Development Control Regulations, which are applicable to the Project. The Promoter has disclosed the Floor Space Index of

1.40 as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the Proposed construction and and sale apartments to be carried out by 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 apartments to the Allottee, the promoter agrees to pay to the Allottee/purchaser, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the Allottee/purchaser for every month of delay, till the handing over of the possession . The Allottee/purchaser agrees to pay to the promoter, interest as specified in the rule, on all the delayed payments which become due and payable by the Allottee/purchaser to the promoter under the terms of this agreements from the date the said amount is payable by the Allottee/ purchasers to the promoter

4.2 Without prejudice to the right of promoter to charge interest in terms of above para, on the Allottee/purchaser committing default in payments on due date of any amount due and payable by the Allottee/purchaser to the promoter under this agreement and on the Allottee/purchaser committing three defaults of payments installments, the promoter shall at his own option, terminate this agreement.

Provided that, promoter shall give notice of fifteen days in writing to the Allottee/purchaser, registered post AD at the address provided by the Allottee/purchaser and mail at e-mail address provided by the Allottee/ purchaser, of his intention to be terminated this agreement and of the specific breach of terms and condition in respect of which it is intended to be terminated the agreement. If the Allottee/purchaser fails to rectify the breach or breaches mentioned by the promoter with in the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement and he can recover liquidated damages from Allottee/purchaser.

Provided further that upon termination of this agreement as aforesaid, the promoter shall be refunded to the Allottee/purchaser by deducting the amount of liquidated damages, which may be payable to promoter with in a period of thirty days of the termination.

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

him in respects of the Apartment with interest at the same rate as may mentioned in the rules form the date promoter received the sum till the date the amounts and interest there on is repaid.

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

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

(2) any notice, order, rule, notifications of the governments and/or other public or competent authority/court.

6.1 Procedure for taking possession - the promoter, upon obtaining the occupancy certificate from the competent authority and the payments made by the Allottee/purchaser as per the agreement shall offer in writing the possession of apartments, to the Allottee/purchaser, in terms of this agreements to be taken within three months form the date of issue of such notice and the promoter shall give possession of the apartment to the Allottee/ purchaser. The promoter agrees and undertakes to indemnify the Allottee/ purchaser in case of failure fulfillment of any of the provisions, formalities, documentation on part of the promoter/owner. The Allottee/purchaser agree to pay the maintenance charges as determined by the promoter or association of allottee/purchaser, as the case may be.

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

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

6.4 If within a period of two years from the date of handing over the Apartment to the Allottee/purchaser, the Allottee/purchaser brings to the notice of the Promoter any structural defect in the apartment or the building in witch the apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to

rectify such defects, then the allottee/purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7. The Allottee/purchaser shall use the Apartment or any part there of or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

8. The Allottee/purchaser along with other Allottee(s) of Apartments in the building shall join in forming and registering the Association or to be known by such name as the Promoter may decide and for this purpose also from time to time sing and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the bye-laws of the proposed Association and duly fill in, sing and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws.

8.1 The Promoter shall, within three months of registration of the Association, as aforesaid, cause to be transferred to the Association all the right, title and the interest of the original owner/promoter and/or the owners in the said structure of the building or wing in which the said apartments is situated.

8.2 Within 15 days after notice in writing is given by the promoter to the Allottee that the apartment or office unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. i proportion to the carpet area of the 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 and buildings. The Allottee further agrees that till the Allottees share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 1000/-** per month towards the outgoings. The said amount shall be invested by the Association with any bank or financial institution and the interest accured thereon shall be utilized for the maintenance of the common area and facilities of the building and the payment of taxes et. in respect of the common area. If there would be any deficit amount for bearing such expenses then the balance shall be paid by

the Allottee. The amount 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 is executed in favour of the Association as aforesaid. on such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Association of the apartment owner of the building.

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

(i) Rs. 25,000/- for deposit towards provisional monthly contribution to wards maintenance of the lift for a period of two years.

(ii) Rs. 30,000/- for electric and other utility and services connection charges.

10. The allottee/purchaser shall pay to the promoter a sum of **Rs. 10,000/-** for meetings all legal coast charges and expenses, including professional coasts of the Attorney-at-Law/Advocates of the promoter in connection with formation of the said Association and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease . .

11. Representation and warranties of the Promoter

The promoter here by represents and warrants to the allottee/ purchaser as follows:

i. The promoter has clear and marketable title with respect to the project land; a declared in the title report an 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 form the competent authorities to carry out development of the projects and shall obtain requisite approvals from time to time to complete the development of project;

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and

subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

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

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottee/purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/purchasers;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed government 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.

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

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

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

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

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

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the

Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

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

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

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

x. The Allottee/purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/purchaser shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the Apartment in the Building and shall pay contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

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

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

15. **Promoter shall not Mortgage or create a charge** - The Promoter execute this agreement he shall not mortgage or create a charge on the 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 Apartment.

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

17. **Entire Agreement :**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements,

allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot /building, as the case may be.

18. Right to amend :

This Agreement may only be amended through written consent of the Parties.

19. Provisions of this Agreement applicable to Allottee/Subsequent Allottee :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee/purchasers of the Apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

20. Severability :

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

21. Stamp Duty and Registration :

The charges towards stamp duty and registration of this agreement shall be borne by the allottee/purchasers.

22. Dispute Resolution :

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

23. Governing Law :

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the **Amravati Court** will have the jurisdiction for this agreement.

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

FIRST SCHEDULE ABOVE REFERRED TO

(i) "All the piece and parcel of land situated of **Mouje- Benoda**, Pragane-Nandgaon Peth, Tq. and Dist. Amravati, within the limits of Municipal Corporation of Amravati and jurisdiction of Joint Sub Registrar of Amravati City, out of which **Field Survey No. 30/1 (as per sale deed)** and **30/1/A (as per computerized Gaon Namuna 7/12 extract)**, out of which 1 Hector 25 R agriculture land layout conversion is passed by Hon'ble Collector, Amravati vide Rev Case No. NAP-34/Benoda-13/1981-82 order dated 13/08/1982, known as "Mahalaxmi Colony", out of which layout converted **Plot No. 15** (Fifteen) having **total admeasuring 4350 sq.mts. (404.27 sq.fts.)**, and which is bounded as under :

Towards East - Layout Plot No. 14,
Towards West - Govt. Road,
Towards North - Service Lane,
Towards South - Road.

(ii) T.D.R. rights equivalent to 188.00 sq.mts. from out of the T.D.R certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/112/2017 dated 01/11/2017 and Certificate No. 112/2017 for total area 7810 sq.mts., in Zone-N A of Amravati, Tq. and Dist. Amravati in lieu of 7810 sq.mts. of land from out of Field survey No. 120/4-A of Mouje-Rahatgaon, Pragane-Nandgaon Peth, Tq. and Dist. Amravati, admeasuring 3550 sq.mts. land acquired by Amravati Municipal Corporation for development vide DPR No. 116 (play ground), under sale deed dated 06/09/2017 registered at Srl. No. 2262/2017 and,

SECOND SCHEDULE ABOVE REFERRED TO

Description of the Apartment

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEE OR PURCHASER

Name :- .....

Photo Signature LHT Impression

PROMOTER

1) **Mr. Kirtidip Deepak Saraf,**

Photo Signature LHT Impression

2) **Mr. Jaidip Deepak Saraf,**

Photo Signature LHT Impression

3) **Smt. Varsha Deepak Saraf,**

Photo Signature LHT Impression

(Partners of Deep Builders and Developers)

Received of and from the allottee above named the sum of Rs. _____ on execution of this agreement towards earnest money deposit or application fee.

The Promoter

Mr. Kirtidip Deepak Saraf
(Partners of Deep Builders and Developers)