

Zone No.1/136	
Government Value	
Actual Consideration	
Date of execution of this Agreement	
Place of execution of this Agreement	Amalner,Dist.- Jalgaon.425401.
RERA Regd. No.	

AGREEMENT TO SALE

This Agreement to sale is made and executed at on this __th day of _____ 20__ at Amalner, District Jalgaon.

BETWEEN

Mr. Milind Laxmikant Patil

Age: 57 Years. Occ: Business, R/O: Laxmi-Nirmal House, Plot No. 299, N-3, CIDCO, Jalna Road, Aurangabad, 431 003. **(Pan No. ACGPP3685A)**

(Which expression shall unless repugnant to context or meaning thereof shall mean and include their his, successors, executors, administrators assignees etc. Here-in-after referred to as the Land Owner / Owner).

Through his Constituted Attorney,
YASHADA ENTERPRISES PVT. LTD.,

A Private Limited Company registered under The Companies Act, 2013. The Corporate Identity (CIN) Number of the Company is U45500MH2017PTC294915 and having it's registered office at "Yugandhar", Plot No. 8, State Bank Colony, Osmanpura, Aurangabad**(Pan No. AAACY8940N)**

Through it's Director :-

Mr. Ajay Murlidharrao Mache

Age: 52 Years. Occ: Business,
R/o: "Yugandhar", Plot No. 8,
State Bank Colony, Osmanpura, Aurangabad – 431 005.

AND

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Through it's Director :-

Mr. Ajay Murlidharrao Mache

Age: 52 Years. Occ: Business,
R/o: "Yugandhar", Plot No. 8,
State Bank Colony, Osmanpura, Aurangabad – 431 005.

(Hereinafter referred to as Developer or First Party or Party of First Part.)

AND

(1)

(Hereinafter referred to as "**theStore/Shop/Office/Unit Purchaser**" or the Second Party or Party of Second Part.)

TITLE FLOW OF THE PROPERTY

AND WHEREAS, Mr. Vishnuprasad Radhakishan Agrawal R/o Dhule, Tal and Dist.-Dhule was owner and possessor of land Gut no.1381. He applied for the permission to transfer/convert 10800 Sq. Mtrs. area of land for Non agricultural purpose. Accordingly the 10800 Sq. Mtrs. of said land property is transferred to Non-Agricultural purpose by Hon'ble Collector Jalgaon as per the order bearing letter No. land/2/26/NA/SR/27/2003 dated 17/12/2003 and accordingly layout of the said property is sanctioned, whereas Plot No.7 is a part of said layout. The Plot No. 7 of Land Gut No. 1381 situated at Amalner, Taluka Amalmer, District Jalgaon admeasuring 971.50 Sq. Mtrs and the boundaries of the said plot / property as per the sanctioned layout plan are as under:-

Measurement of plot:-

EAST : (North-South) – 32.50 Mtrs.

WEST : (North-South) – 29.00 Mtrs.

NORTH : (East-West) – 40.50 Mtrs.

SOUTH : (East-West) – 26.50 Mtrs.

Bounded by:-

EAST : Gut no.1380/1

WEST : 9 Mtrs. Internal Road

NORTH : 9 Mtrs. Service Road and thereafter Amalner-Dhule SH Rd.

SOUTH : 6 Mtrs. Internal Road

AND WHEREAS, Mr. Milind Laxmikant Patil Age: 57 Years. Occ: Business, R/O: Laxmi-Nirmal House, Plot No. 299, N-3, CIDCO, Jalna Road, Aurangabad, 431 003. (**Pan No. ACGPP3685A**) has purchased the said Plot No. 7 of Land Gut No. 1381 situated at Amalner, Taluka Amalmer, District Jalgaon admeasuring 971.50 Sq. Mtrs. property described in Registered sale at joint Sub-Register Amalner, District Jalgaon vide sale deed No.3477/2006 on 16.10.2006 from Mr. Vishnuprasad Radhakishan Agrawal.

AND WHEREAS, Mr. Milind Laxmikant Patil further approached to Amalner Nagar Palika for construction permission of Plot No. 7, Gut

No. 1381, and accordingly Chief Officer, Amalner Nagar Palika given approval of proposed commercial and Residential building plans and permission for construction (With premium paid FSI) void commencement certificate no. WS-13/1194/2017 dated 18/12/2017.

AND WHEREAS, Mr. Milind Laxmikant Patil executed registered Development Agreement bearing registration no.1161 dated 17/03/2018, which was registered with the sub-Registrar, Amalner, District Jalgaon in favour of Yashada Enterprises Pvt. Ltd., through its Director Mr. Ajay Murlidharrao Mache, as the developer, to develop a commercial and residential building project on Plot No. 7, Gut No. 1381, of Amalner, Tq. Amalner, Dist. Jalgaon and thereby the said project is nomenclature as "LAXMI-NIRMAL HEIGHTS".

AND WHEREAS, Mr. Milind Laxmikant Patil executed registered IRREVOCABLE GENERAL POWER OF ATTORNEY bearing registration no.1162 dated 17/03/2018, which was registered with the sub-Registrar, Amalner, District Jalgaon in favour of Yashada Enterprises Pvt. Ltd., through its Director Mr. Ajay Murlidharrao Mache, The GPA is further authorized to execute agreements for sale and to execute sale deeds in respect of the units earmarked towards the share of the developer in the Development Agreement.

NAME OF THE PROJECT

"LAXMI NIRMAL HEIGHTS", PLOT NO.-7, GUT NO.1381, LAXMI-NIRMAL NAGAR, OPP. RK PETROL PUMP, AMALNER-DHULE ROAD, AMALNER, DIST. JALGAON

DETAILS OF THE PROJECT

The Developer has proposed to construct a new building consisting of following details.

Number of Units	Total No.
Residential Units/Units	Total No.14
Commercial Units/Shops	Total No.08
Commercial Units/Offices	Total No.08
Store	Total No.07
Number of Floors	Building consists Basement Floor with Stores + Ground Floor with Shops + First Floor with Offices and Flats and Second to Fourth Floors with Flats & back side of the building consists Parking Floor + Four Floors.
Name of the Building	LAXMI-NIRMAL HEIGHTS
Description of Plot on which the	Land admeasuring 971.50 Sq.

building is constructed	Mtrs situated at Plot No. 7, Gut No. 381, Amalner, Tq. Amalner, Dist. Jalgaon.
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AREA STATEMENT OF BUILDING

Sr. No.	Unit No.	Floor	Carpet Area in Sq. Meters	Built-up Area in Sq. Meters
1	Store - L1	Lower Ground floor		27.90
2	Store - L2	Lower Ground floor		27.90
3	Store - L3	Lower Ground floor		21.32
4	Store - L4	Lower Ground floor		23.28
5	Store - L5	Lower Ground floor		21.50
6	Store - L6	Lower Ground floor		21.84
7	Store - L7	Lower Ground floor		39.00
8	Shop - S1	Ground floor		27.60
9	Shop - S2	Ground floor		26.48
10	Shop - S3	Ground floor		21.88
11	Shop - S4	Ground floor		25.00
12	Shop - S5	Ground floor		18.65
13	Shop - S6	Ground floor		19.92
14	Shop - S7	Ground floor		23.72
15	Shop - S8	Ground floor		15.30
16	Office-O1	First floor		27.60
17	Office-O2	First floor		26.48
18	Office-O3	First floor		21.88
19	Office-O4	First floor		25.00
20	Office-O5	First floor		19.50
21	Office-O6	First floor		19.54
22	Office-O7	First floor		38.10
23	Office-O8	First floor		15.00
24	Flat - 101	First floor		65.26
25	Flat - 102	First floor		60.52
26	Flat - 201	Second floor		65.26
27	Flat - 202	Second floor		60.52
28	Flat - 203	Second floor		57.90
29	Flat - 204	Second floor		63.38
30	Flat - 205	Second floor		65.10
31	Flat - 301	Third floor		65.26
32	Flat - 302	Third floor		60.52
33	Flat - 303	Third floor		57.90
34	Flat - 304	Third floor		63.38
35	Flat - 305	Third floor		65.10
36	Flat - 403	Forth floor		57.90
37	Flat - 405	Forth floor		65.10

AND WHEREAS the Promoter/Developer has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects.

AND WHEREAS the Promoter/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Developer accepts the professional supervision of the Architects and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of the above referred Sale Deed the Promoter/Developer has the sole and exclusive right to sell the shops/offices/stores/Units of the Developer's share in the said building to be constructed by the Promoter/Developer on the said land and to enter into Agreement/s with the purchaser/s of the shops/offices/stores/Units (hereinafter referred to as UNIT) to receive the sale price in respect thereof;

AND WHEREAS the UNIT Purchaser demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Unit Purchaser of all the documents listed in ANNEXURE-D of title relating to the said land and has also provided the one set of Photo Copy to the Unit Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter/Developer, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter/Developer to the said land on which the Units are constructed or are to be constructed and the copies of the plans and specifications of the Unit agreed to be purchased by the Unit Purchaser approved by the concerned local authority have been annexed hereto and marked **Annexure 'A', 'B' & 'C'** respectively.

The Unit Purchaser/s has/have examined the title, rights, interest, claims of the Promoter/Developer to the said land and has seen the documents of title in the Promoter/Developer's possession. The Purchaser/s has/have fully satisfied with the Promoter/Developer's right, interest and title in the property.

The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the lay-out plan of building and facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS, the Promoter/Developer has accordingly commenced construction of the said building in accordance with the said plans.

AND WHEREAS the Unit Purchaser applied to the Promoter/Developer for allotment to the Unit Purchaser of **Unit No._____**, having carpet area admeasuring _____ Sq. Mtrs. on _____ Floor in the building known as **"LAXMI-NIRMAL HEIGHTS"** AMALNER constructed on Land admeasuring 971.50 Sq.Mtrs. situated at Plot No. 7, Gut No. 1381, Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule State Highway, Amalner, Tq. Amalner, Dist. Jalgaon.

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of **Rs._____/- (Rupees _____ only)** upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS prior to the execution of the documents, the _____ (UNIT) Purchaser has paid to the Promoter/Developer a sum of Rs. _____/- (**Rupees _____ only**) by cheque detailed as below :

Sr. No.	Amount in Rupees	Cheque/I MPS No.	Date	Name of Bank
1				

being part payment of the sale price of the ___ unit agreed to be sold by the Promoter/Developer to the _____ unit Purchaser as advance payment or deposit (the payment and receipt where the Promoter/Developer both hereby admits and acknowledges) and the _____ unit Purchaser has agreed to pay to the Promoter/Developer the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter/Developer is required to execute a written agreement to be registered for sale of said _____ unit.

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

1. The Promoter/Developer shall construct the said building consisting of **Basement floor + Five Floors**, on the said plot in accordance with the plans designs and specifications as approved by the concerned local authority from time to time.
2. Provided that the Promoter/Developer shall have to obtain prior consent in writing from the Unit Purchaser in respect of variations or modifications which may adversely affect the Unit of the purchaser except any alteration or addition required by any Government authorities or due change in law.
3. The Unit Purchaser hereby agreed to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Unit Purchaser applied to the Promoter/Developer for allotment to the Unit Purchaser applied to the Promoter/Developer for allotment to the Unit Purchaser of Unit **No. _____**, having carpet area admeasuring _____ Sq.Meter on _____ **Floor** in the building known as "LAXMI-NIRMAL HEIGHTS" Amalner constructed on Plot admeasuring 971.50 Sq.Mtrs, situated at Plot No. 7, Gut No. 1381, Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule State Highway, Amalner, Tq. Amalner, Dist. Jalgaon as shown in the Floor plan thereof hereto annexed and marked **Annexure D** / The said Unit for the price of Rs. _____/- (**Rupees _____ only**) which includes the proportionate price of the common areas, facilities appurtenant to the premises, and common Parking Space the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Unit Purchaser hereby agrees to pay to the Promoter/Developer the balance amount of purchaser price of Rs. _____/- (**Rupees _____ only**) having been paid to the Promoter/Developer on or before the execution of this Agreement in the following manner:

Sr. No.	Amount in Percentage	Payment Stage
1	____ %	
2	____ %	

The Promoter/Developer 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 plan or thereafter and shall, before handing over possession of the Unit Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Unit.

4. The Promoter/Developer hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter/Developer has/have absolute, clear and marketable title to the said land so as to enable it to on the execution of a conveyance of the said land by the Promoter/Developer in favour of the said Purchaser.
5. The Unit Purchaser agrees to pay to the Promoter/Developer interest at 15% per cent per annum on all the amounts which become due and payable by the Unit Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter/Developer till date of payment.
6. On the Unit Purchaser committing default in payment on due date of any amount due and payable by the Unit Purchaser to the Promoter/Developer under this Agreement **(including it's proportionate share of taxes levied by concerned local authority and other outgoings)** and on the Unit Purchaser committing breach of any of the terms and conditions herein contained, the Promoter/Developer shall be entitled at it's own option to terminate this Agreement.

Provided that, the power of termination hereinbefore contained shall be exercised by the Promoter/Developer unless and until the Promoter/Developer have given to the Unit Purchaser Fifteen days prior notice in writing giving an intention to terminate this Agreement and of the specific breach or breaches terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Unit Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Unit Purchaser the installments of sale price of the Unit which may till then have been paid by the Unit Purchaser to the Promoter/Developer but the Promoter/Developer shall not be liable to pay to the Unit Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter/Developer, the Promoter/Developer, shall be at liberty to dispose of and sell the

Unit to such person and at such price as the Promoter/Developer may in his absolute discretion think fit.

7. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particulars like brand, or price range to be provided by the Promoter/Developer in the said building.
8. The Promoter/Developer shall give possession of the Unit to the Purchaser on or before _____. If the Promoter/Developer fails or neglects to give possession of the Unit to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of the Real Estate (Regulation and Development) Act, 2016, then the Promoter/ Developer shall be liable on demand to refund to the Unit Purchaser the amounts already received by it in respect of the Unit with interest at a rate as may be prescribed by the Housing Regulatory Authority, per annum from the date the Promoter/Developer received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that disputes as to whether stipulations specified in the Act. Till the entire amount and interest thereon is refunded by the Promoter/Developer to the Unit Purchaser there shall, subject to prior encumbrances if any, be a charge on the said Unit as well as the construction or building in which the Units are situated or were to be situated.

Provided that the Promoter/Developer shall be entitled to reasonable extension time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of -

- (i) Non-availability of steel, other building material, water or electric supply.
 - (ii) War, Civil Commotion or act of God.
 - (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority, any prohibitory order of any court against development of property.
 - (iv) Delay by Government officials in giving the Occupancy Certificate.
 - (v) In any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.
 - (vi) Delay in grant of any OC/Permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/Unit/road/Fire Fighting Equipments.
 - (vii) Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.
9. The Unit Purchaser shall take possession of the Unit within 15 days of the Promoter/Developer giving written notice to the Unit

Purchaser intimating that the said Units are ready for use and occupation:

The Purchaser can contact the Developer in writing within one year of technical possession, to demand after self service if any deficiency in the project noticed like plumbing defects, leakages.

The Promoter will be liable for R.C.C. structural defects for five years, except the following defect liabilities.

DEFECT LIABILITY

- a. If within a period of five years from the date of handing over the Unit to the Unit Purchaser, the Unit Purchaser brings to the notice of the Promoter/Developer any structural defect in the Apartment or the building in which 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/Developer at it's own cost and in case it is not possible to rectify such defects, then the Unit Purchaser shall be entitled to receive from the Promoter/Developer, Compensation for such defect in the manner as provided under the Act.
- b. Provided however, that the Unit Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Unit Purchaser/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter/Developer, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter/Developer, and shall not means defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- c. That it shall be the responsibility of the Unit Purchaser to maintain his/her unit in a proper manner and take all due care needed increase but not limiting to the joints in the tiles in his/her Unit are regularly with white cement/epoxy to prevent water seepage.
- d. Further where the manufacturer warranty as shown by the developer of the Unit Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit, and if the annual maintenance contracts are not done/renewed by the Unit Purchaser/s, the promoter/Developer shall not be responsible for any defects occurring due to the same.
- e. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Developer/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in

proper working condition to continue warranty in both the Units and the common project amenities wherever applicable.

- f. That the Unit Purchaser has been made aware and that the Unit Purchaser expressly agrees that the regular wear and tear of the unit/ building/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- g. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Unit Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
- 10. The Unit Purchaser shall use Unit or any part thereof or permit the same to be used only for purpose of Units/shop/office/godown. He shall use the garage or parking space only for purpose of keeping or parking the Unit Purchaser's vehicle.
- 11. The Unit Pruchaser along with other purchasers of Units in the building shall join in forming and registering the Society or a Limited Company to be known as "LAXMI-NIRMAL HEIGHTS", AMALNER 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 the registration of the Society or Limited Company and for becoming a member, including the 'bye-laws of the proposed Society and duly filled in, sign and return to the Promoter/ Developer within 15 days of the same being forwarded by the Promoter/Developer to the Unit Purchaser, so as to enable the Promoter/ Developer to register the organization of Unit Purchaser under section 17(2) of **the Real Estate (Regulation and Development) Act, 2016**, No objection shall be taken by the Unit Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies/Association as the case may be or any other Competent Authority.

- 12. Within 15 days after notice in writing is given by the Promoter/Developer to the Unit Purchaser that the Unit is ready for use and occupation, the Unit purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the Unit/Shop/office/store the Unit Purchaser) shall be the Unit of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s.

Until the Society/Limited Company/Association is formed and the said land and building/s transferred to it, the Unit Purchaser

shall pay to the Promoter/Developer such proportionate share of outgoings as may be determined. The Unit Purchaser further agrees that till the Unit Purchaser's share is so determined, the unit Purchaser shall pay to the Promoter/Developer provisional monthly contribution of Rs. ____ Per month towards the outgoings. The amounts so paid by the Unit Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 19(6), (7), (8), (9), (10) and (11) of **the Real Estate (Regulation and Development) Act, 2016** on such conveyance/assignment of lease being executed the aforesaid deposits (less deductions provided for this Agreement shall be paid by the Promoter/Developer to the Society or the Limited Company, as the case may be. The Unit Purchaser undertakes to pay such provisional monthly contribution month in advance and shall not withhold the same for any reason whatsoever.

13. The Developer in compliance of the provisions of Apartment Ownership Act, 1970 has executed the deed of declaration U/2-A of the said act and subject thereto, it is hereby expressly agreed and declare that the purchasers of all the Shop/Units and premises in the said building including the purchaser herein shall join and form an association as contemplated by the said act and the purchaser agrees to join such association or society, on the completion of the building and receipt by the Developer of the full price of all the Shop/Units/ Car parking places, etc in the said building under this and similar agreements in respect thereof and all the charges and deposits payable each purchaser to the Developer under this agreement and the Developer shall convey and assign all his rights, title and interest in each apartment to each purchaser including the purchaser herein free from all encumbrances. All the legal expenses including the expenses of stamp duty and Registration Charges will be borne by the purchaser alone.
14. It is clearly understood by the purchaser that, the Maharashtra Apartment Ownership Act, 1970 extends to the whole of state of Maharashtra. The Act came in to the force in such area on such dates as the State Govt. by Notification in the official Gazette appoint and different dates may appointed for different areas. The said Act is applicable within the limits of Municipal Council, Amalner.
15. On and from the appointed day, the Maharashtra Ownership Shop/Units (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 has repealed by the Maharashtra Housing (Regulation and Development) Act 2016 (RERA Act). The Maharashtra Apartment Ownership Act 1970, has not been repealed. However, in case of inconsistent provisions, the provisions of the RERA Act shall prevail.
16. It is agreed between the parties that after formation of the elected body of the Apartment Owner's Association, the promoter shall inform the Registrar of Societies, as defined in the Maharashtra Apartment Ownership Act, 1960 as soon as possible.

17. In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council Amalner, then the area available for additional construction will be utilized by the Developer alone and the Developer can transfer said FSI from the said building to another property or can sell the said FSI to the respective purchaser who are interested to purchase it and to put additional construction on the said building as may be allowed by the Municipal Council and to sell or otherwise deal with same.
18. If any additional F.S.I./TDR becomes available at any time the Developer will be entitled if the Developer/Promoter wants to amend the Deed of Declaration in that event the purchaser has no objection to make amendment in the registered deed of declaration and has also no objection for making revised construction plan and under this agreement the purchaser has given his written unconditional consent to the promoter for the said changes.
19. That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time till all unit are sold and transferred to the prospective purchasers. No purchaser will be entitled to object for such amended declaration and it will be binding on all the purchasers irrespective of their date of purchase.
20. If there is reduction of more than 3% of the actual area dimensions of any Shop/Unit against the area specified in Schedule due to change/variation of the design, the price of the said unit will be reduced proportionately and vice-a-versa.
21. There is provision of covered parking in Basement Floor for the Shop/Unit holders of the each of the building of the project and it will be allotted to the Shop/Unit owners of each building by drawing lots by the association of respective building.
22. The Promoter may apply for part/full completion as per his descretion and will furnish the copy of same to the purchaser as and when the completion certificate either part or full is issued by the competent authority.
23. The Unit Purchaser shall on or before delivery or possession of the said premises keep deposited with the Promoter/Developer the following amounts :

Sr. No.	Amount in Rupees	Particulars
i	At actual	GST
ii	At actual	Proportionate project Insurance charges
iii	_____/-	One time non-refundable Association Maintenance Charges
Total Amount		Rs. _____/-

24. The Promoter/Developer shall utilize the sum of Rs. _____/- + at an Proportionate project Insurance charges & GST paid by the Unit Purchaser the Promoter/Developer for meeting all legal costs, charges and expense including professional costs of the Advocates of the Promoter/Developer connection with formation of the said Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of

preparing and engrossing this Agreement and the conveyance Deed.

25. At the time of registration of Unit Purchaser shall pay to the Promoter/Developer the Unit Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.
26. The material used and the specifications adopted for the said Unit/Shop are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the Unit he should convey the same to the developer/promoter before the work of the said item is started and he will have to bear the extra cost including material, labours and supervision charges in advance.
27. The Unit Purchaser under this agreement has agreed, accepted and declare that, the GST input credit benefit has already passed by the developer to the Unit Purchaser by giving concession in the consideration amount and the unit purchaser did not claim the same in future to the developer.
28. The Unit Purchaser/s or himself/themselves with intention to bring all persons into whosoever is hands the Unit may come, hereby covenants with the Promoter/Developer as follows -
 - (a) To maintain the Unit/Shop at the Unit Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself, or any part thereof without the consent of the local authorities, if required.
 - (b) Not to store in the Unit/Shop any good 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 Unit/Shop 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 Unit is situated, including entrance of the building in which the Unit/Shop/office/store is situated and in case any damage is caused to the building in which the unit is situated or the Unit/Shop on account of negligence or default of the unit Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - (c) To carry out at his own cost all internal repairs to the said Unit/Shop and maintain the Unit/Shop in the same condition, state and order in which it was delivered by the Promoter/Developer to the Unit Purchaser and shall not do or suffer to be done anything in or to the Unit Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit/Shop is situated or the Unit/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 Unit Purchaser committing any act in contravention of the above provision, the Unit Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (d) Not to demolish or cause to be demolished the Unit/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Unit/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit/Shop is situated and shall keep the portion, sewers, drains and pipes in the Unit/Shop and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the buildings in which the Unit/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or RCC, Partis or other structural members to the Unit/Shop without the prior written permission of the Promoter/Developer and/or the Society or the Limited Company.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the Unit/Shop is situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit/Shop in the compound or any portion of the said land and the building in which the Unit is situated.
- (g) Pay to the Promoter/Developer within Fifteen Days of demand by the Promoter/Developer, 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 Unit/Shop is situated.
- (h) 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 Unit/Shop by the Purchaser to any purposes other than for residential purpose.
- (i) The Unit Purchaser shall not let, sub-let, transfer, assign or interest or benefit factor of this Agreement or part with the possession of Unit/Shop until all the dues payable by the Unit Purchaser..... Promoter/Developer under this Agreement are fully paid up and only the Unit Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Unit Purchaser has intimated in writing to the Promoter/Developer.
- (j) The Unit Purchaser shall observe and perform all the rules and regulations which the Society/Association or the Limited Company 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 Units 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 Unit Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (k) Till a conveyance of the building in which Unit is situated is executed the Unit Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state condition thereof.
- 29. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Unit Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
- 30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Units or of the said Plot and Building or any part thereof. The Unit Purchaser shall have no claim, save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation space, will remain the property of Promoter/Developer until the said land and building is transferred to the Society/Limited Company/ Association or other body as hereinbefore mentioned.
- 31. Any delay tolerated or indulgence shown by the Promoter/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Unit Purchaser by the Promoter/Developer shall not be construed as a waiver on the part of the Promoter /Developer of any breach or non-compliance of any of the terms & conditions of this Agreement by the Unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Developer.
- 32. The Unit Purchaser and/or Promoter/Developer shall present this Agreement as well as conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.
- 33. If in future any FSI increases, in that case the Promoter/Developer shall have every right to construct the said FSI on the said building and the Unit Purchaser under this Agreement has given his written consent for the same.
- 34. If Promoter/Developer shall make any changes in the elevation, sanction plan, floor plan or obtain any revised sanction from the Amalner Municipal Council, in that case, Promoter/Developer shall have every right and liberty to make necessary changes in the Deed of Declaration as well as in the percentage of proportionate share of the Unit purchasers in the plot and

common areas and amenities of the project and the purchaser under this Agreement has given his written consent for the same & if in future Promoter/Developer wants to execute revised Deed of Declaration in that case he has full authority, right & liberty to execute the same. Further under this Agreement, the purchaser undertake & assures to the Promoter/Developer that in the said case, if the Promoter/Developer needs to execute any correction deed to this Agreement as well as any other document, the purchaser shall co-operate to the Promoter/Developer for the execution of the said documents.

35. All notices to be served on the Unit Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Unit Purchaser by Registered Post A.D./ Under Certificate of posting at his/her address specified below:

1. _____

36. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Unit/Shop in the said building, if any, shall belong exclusively to the respective purchaser of the terrace Unit and such terrace space are intended for the exclusive use of the respective terrace Unit Purchaser. The Said terrace shall not be enclosed by the Unit Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter/Developer or the Society, or as the case may be, the Limited Company.

37. No unit holder of "LAXMI-NIRMAL HEIGHTS" Amalner, Apartment Condominium shall post any advertisement or posters of any kind in the building. Holder of tenements shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the LAXMI-NIRMAL HEIGHTS, AMALNER, Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the LAXMI-NIRMAL HEIGHTS, AMALNER, Apartment Condominium. It is prohibited to throw garbage or fresh outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or fresh shall be collected in a Vessel and thrown in the Municipal Dustbin. No Owner or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning units/Units, etc. on the exterior of the "LAXMI-NIRMAL HEIGHTS", Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor

38. This Agreement shall always be subject to the provisions of **the Real Estate (Regulation and Development) Act, 2016** and the rules made thereunder/said Act and the rules made thereunder.

FIRST SCHEDULE

Land admeasuring 971.50 Sq. Meters situated Plot No. 7, Gut No. 1381, Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule

State High-way, Amalner, Tq. Amalner, Dist. Jalgaon, on which Tower "LAXMI-NIRMAL HEIGHTS" Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule State Highway, Amalner is going to be constructed.

Bounded as under :

EAST	Gut no.-1380/1
WEST	9 Mtrs.Internal Road.
SOUTH	9 Mtrs. Service Road and thereafter Amalner-Dhule SH road
NORTH	6 Mtrs.Internal Road.

SECOND SCHEDULE

Unit No. _____, having carpet area admeasuring _____ Sq. Meter, on _____ Floor, - in the building known a "LAXMI-NIRMAL HEIGHTS, AMALNER constructed on Land admeasuring 971.50 Sq. Meters situated Plot No. 7, Gut No. 1381, of Amalner, Tq. Amalner, Dist. Jalgaon.

Boundaries

EAST	
WEST	
SOUTH	
NORTH	

ANNEXURE - B

1. 7/12 Extract of Plot No. 7, Gut No. 1381, Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule State High-way, Amalner, Tq. Amalner, Dist. Jalgaon issued by the concern Talathi.
2. Registered Sale Deed bearing No. 3477 dated 16.10.1970 executed by Vishnuprasad Radhakishan Agrawal in favour of Shri. Milind Laxmikant Patil of land admeasuring 971.50 Sq. Mtrs. situated at Plot 7, Gut No. 1381, Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule State High-way, Amalner, Tq. Amalner, Dist. Jalgaon.
3. Mutation Extract bearing no. 19197, 19462 and 19463 of Plot No. 7, Gut No. 1381, Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule State High-way, Amalner, Tq. Amalner, Dist. Jalgaon issued by the concern Talathi.
4. Non Agricultural sanction and Layout permission dated 17.12.2003 bearing letter No. land/2/26/NA/SR/27/2003 sanctioned by the Hon. District Collector, Jalgaon
5. Registered Development Agreement bearing No.1161/2018 dated 17.03.2018 executed by Mr. Milind Laxmikant patil in favour of M/s. Yashada Enterprises Pvt. Ltd., with respect to land

admeasuring 971.50 Sq. Meters situated Plot No. 7, Gut No. 1381, Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule State High-way, Amalner, Tq. Amalner, Dist. Jalgaon

6. Registered Power of Attorney bearing No. 1162/2018 dated 17.03.2018 executed by Mr. Milind Laxmikant patil in favour of M/s. Yashada Enterprises Pvt. Ltd., with respect to land admeasuring 971.50 Sq. Meters situated Plot No. 7, Gut No. 1381, of Amalner, Tq. Amalner, Dist. Jalgaon.
7. **Construction Permission** The developer has already prepared the plans / revised plans of commercial and residential project scheme (With premium paid FSI) and got it sanctioned from Amalner Municipal Council vide construction commencement letter no WS-13/1194/2017 dated 18/12/2017 at it's own cost before execution of this agreement.
8. Registered Deed of Declaration bearing No. _____ dated _____ executed by Shri. Milind Laxmikant Patil Through his GPA M/s. Yashada Enterprises Pvt Ltd., with respect to land admeasuring 971.50 Sq. Meters situated Plot No. 7, Gut No. 1381, Laxmi-Nirmal Nagar, Opp. R. K. Petrol Pump, Amalner-Dhule State High-way, Amalner, Tq. Amalner, Dist. Jalgaon.

ANNEXURE - C

STRUCTURE: R.C.C Frame Structure.

- MASONRY : External – 6”/8” thick brick/AAC block work.
Internal – 4”/6” thick brick/ AAC block work.
- PLASTERING: External : Two coat Cement.
Internal : finished with smooth coating of gypsum/lime
- PAINTING : External : Cement paint or acrylic exterior paint.
Internal : Oil bond distemper.
- FLOORING : 2x2 vitrified tiles with skirting for living /dining and kitchen
Anti skid ceramic flooring for balconies/bathrooms/corridor and lobby.
- KITCHEN : Kitchen platform with Granite top. Stainless steel sinks.
Designer kitchen dado wall tiles up to 8 ft height.
High quality chrome-plated brass taps.
Concealed plumbing with premium quality pipes.
Electrical point provisions for microwave and refrigerator.
Provision for Washing Machine in Utility.
- PLUMBING : All Plumbing Points are pressure tested GI/C-PVC pipes.
CP Fitting of Jaguar or equivalent.
- BATHROOMS: A combination of designer Wall tiles for Bathrooms.
White sanitary bath ware (Hind Parry ware or equivalent)
Jaguar or equivalent fittings in all Bathrooms.
Concealed plumbing with premium quality pipes.
Wash basin in all Bathrooms.
Wall hung European Water Closet (Commode) in all Wash Rooms.
- DOORS : Main Door in Teak wood Frame.
All other Internal Room Doors with hard Wood Frame & Lamination on both sides. Washroom and balcony Granite frame with laminated doors.
Premium quality Fittings & fixtures.
Powder-coated Aluminum sliding Windows.
- Grills & Railing: M. S. Designer Grills for Windows & M.S. Designer Railing
Balconies. M.S. rolling Shutters for shops.

ELECTRICALS: Adequate Electrical points in each room. Concealed Fire resistant high quality copper wiring. Premium quality Modular Switches in all rooms.

COMMON : Standard Branded Lift, Parking Area with Concrete Paving.
FEATURES Under ground water tank and Overhead water tank.
Rain Water Harvesting.

COMMON AREAS AND FACILITIES

1. Parking.
2. Stair Case & Lobbies.
3. Water Tank
4. Bore Well and Electric Motor thereon.
5. Lift.

Signed Sealed and Delivered by the within named the Promoter/ Developer/s	Signature	Photo
	Thumb	

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED THE PURCHASER/S	Signature	Photo
	Thumb	