AGREEMENT OF SALE

Agreement of sale of **Shop No.** _____ in **KRISHNA PLAZA** Constructed on CTS.No.16779 (Part), Situated at Village Jalna, Tq. & Dist. Jalna, the govt. value of Rs._____and actual sale value **Rs.** _____ Zone. _____ @ _____ Per Sq. Mt. open plot and @_____Per Sq. Mt. Built up.

This agreement of sale is executed today on ___th day of February 2019 at Jalna, between,

Mr. Babasaheb P. Jadhav, Age – 49 Years, Occ. Business, R/o. Karmad, Dist.Aurangabad. PAN No. – AMZPJ6760D **&**

Mr. Bhaskar R. Ambekar, Age- 58 Years Occ. Business, R/o. Madhuban Colony, Jalna PAN NO. BTOPA2010A.

Hereinafter called as "**OWNER"** which expression shall mean and include all his heirs' successors, legal representatives, executors, administrators and assignees.

AND

KRISHNA PLAZA DEVELOPERS, A Partnership registered under the Act having registration no. _____, Pan No. AAUFK1748D Registered address of firm shop No S1,Krishna Business Center, Station Road, Jalna. Through its Partner Mr. Ritesh Radheshamji Mantri, Age: 36 yrs, Occ.: Business R/o.: Samadhan Bunglow, Railway station road, Jalna. PAN No. AMVPM1846R, hereinafter referred to as the **"DEVELOPER/BUILDER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its present and future partners, their heirs, successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

1. **Mr.** _____
   Age : _____, Occ. _____,
   R/o.: _____, _____.
   PAN No. _____

(Hereinafter called as **ALLOTTEE/PURCHASER/S** which expression shall mean and include all his/her/their heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS :-

a. The Property Survey No. 431 Totally Admeasuring 1 Hector 09 Are Out Of Which To the extent of 00 hector 32 Are, however recorded in revenue record only. 00 hector 26 Are in the name of owmer No. 1 and owner No. 2 purchased 00 hector 30 Are Situated at Jalna Tq Dist Jalna & they purchased the same under the registered sale deed bearing no. 4674/1998 & 4675/1998 dated 26/11/1998

registered at the office of sub registrar jalna. Accordingly there name came to be recorded in revenue record as owner and posseser as per **mutation entry no. 2707 & 2708**.

b. And whereas, Mr Bhaskar Rajaram Ambekar & Mr. Babasaheb Paraji Jadhav with intent to develop their land obtained NA permission U/s 44 Of Maharashtra land revenue code 1996 in **file no. 2014/MASHAKA/ JAMEEN/ CR-58/ 11** dated 06/02/2014 & also prepared layout plan and got sanctioned from town planning in file no. **2018/JANAP/NARAVI/S.Kr.431(Part)/2398** dated 09/05/2018.

c. And Wheareas That in the year 2018 as per order of superintendent of land record jalna in file no. CTS No./Survey no. **431/NAMIPU/2018** outward no. 2073 dated 18/05/2018 survey no. 431 allotted CTS No. 16779 & accordingly Name of Mr. Bhaskarrao Rajaram Ambekar & Mr. Babasaheb Paraji Jadhav camee to be record to the extent of 2700.00 sq. mt. And 2340.00 sq. Mt. Respectively vide mutation entry no. **37265** dated 31/05/2018.

d. And wheareas, The owner no.1 desire to develop his property 2340.00 sq.mt. and owner no. 2 desire to develop his property to the extent of 460.00 sq.mt. only.
That Owner & Developer/Builder executed Deed of Declaration U/Sec. 2-a of **Maharashtra Apartment Ownership Act 1970** is executed and registered at Sr. no. _____dated _____ at the Office of Sub-Registrar Jalna, thereby the Proposed Shops in **"KRISHNA PLAZA"** project is submitted to the provisions of **Maharashtra Apartment Ownership Act 1970. Copy of both INDEX-II enclosed here with as Annexure-C-2.**

e That the Commercial Shops being constructed on the property described in **Schedule-A**, will be known as "**KRISHNA PLAZA** " and in no case the said name will be changed, in this project consist of 143 Shops.

f The Developer/Builder obtained necessary permissions by various Govt. departments for development of the said Property and construction of the said Building;

g. Title Report (which showing the title flow and encumbrances if any, to or upon the said Property) in respect of the said Property issued by Advocate competent to issue the same has been annexed herewith, as **ANNEXURE -A** and the copy of 7/12 extract in respect of the said Property and **ANNEXURE-B** respectively. Search Report and Title Opinion has been handed over separately to the Allottee/Purchaser/s herein and the same shall be read with this Agreement;

h. The Municipal Council Jalna, being also Planning Authority, under the Maharashtra Regional and Town Planning Act, 1966, has sanctioned the Construction Permission. The relevant copies of the Commencement Certificate/s is/are annexed herewith and marked

as **ANNEXURE-C;** Pursuant to and in accordance with thereof stated sanction plan and revisions thereof, sanctioned and approved by the Municipal Council Jalna, the Developer/Builder has commenced the development on the said property;

i. While sanctioning the said plans, the Planning Authority imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Builder while developing the said Property and the construction of the said Project and upon due observance and performance of which only the Completion and Occupation certificates in respect of the said Project shall be granted by the Planning Authority;

j. While sanctioning the said plans, the Jalna Municipal Council /Planning Authority imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Builder while developing the said Property and the construction of the said Building and upon due observance and performance of which only the Completion and Occupation certificates in respect of the said Project shall be granted by the Planning Authority;

k The Owner/Builder has entered into standard agreement with **"M/s. Onkar associates "** an architect registered with the council of architects and such agreement is as per the agreement prescribed by the council of architects and the also appointed **Mr. Ravindra Bansode** structural engineers for the preparation of the structural design and drawings of the said Building and the Owner/Builder accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Building;

l. The Owner/Builder has at the time of allotment and prior to the execution hereof, as demanded by the Allottee/ Purchaser given inspection to the Allottee/Purchaser of all documents of title relating to the said Project Property and the plans, designs and specifications prepared by the Architect; copies of documents inter alia such as all sanctions, permissions, licenses, clearances etcetera issued in favour of the Owner/Builder by various local/government/ semi government bodies; right of the Owner/Builder to develop the said Project on said property; and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (said "ACT") and the Allottee/Purchaser has satisfied himself about the plans, designs

and specifications of said Shops, title of the Owner/Builder to the said Project Property, and Owner/Builder having development rights to develop the said Project property including and to allot and sell the said Shop;

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

Explanation:- The Carpet area stated herein includes the area covered by the internal partition walls which may be constructed of plain AAC/bricks, reinforced bricks, clay, terracotta, drywall, concrete plain or reinforced, drywall, shear walls, precast concrete as those being walls that are partitions within the internal area of the Shop and also includes area covered by internal and attached Column's/Pillars to the internal partition walls of the Shop.

n. The Allottee/Purchaser knowing well the above facts and having satisfied with the sanction plan, floor plan, specifications, design, areas, location of the Apartment building project, amenities, common area, title documents, sanctions, applied for allotment of a commercial Shop bearing No. _____, admeasuring _____ Sq.Mt. Carpet area, _____ Sq.Mt., (_____ % common Area) in **KRISHNA PLAZA** being constructed on the said property, the Shop is more particularly described in the **Schedule-B** written hereunder and delineated in red in the floor plan which is also part of the said **Schedule-B,** with general specifications of construction more particularly described in the **ANNEXURE-E** written hereunder, which Shop is hereinafter referred to as the said "SHOP"; (For the sake of convenience of registration, smaller image of the relevant Floor Plan of building sanctioned by the Planning Authority and certified

by the Architect is annexed as **Schedule-B** and a copy of sanctioned plan is separately provided to the Allottee/Purchaser). The Owner/Builder has agreed to provide common areas and facilities for common use of the commercial residents of the said Building and the same shall be as described in the **ANNEXURE–E** enclosed hereto. Smaller images of present sanctioned building plan, delineating the said building are annexed and marked as **ANNEXURE-D**.

o. Relying upon the said application the Owner/Builder agreed to allot to the Allottee/Purchaser herein the said Shop no. _____ at the price and on the terms and condition hereinafter appearing, and the Owner/Builder issued to the Allottee/Purchaser an "**ALLOTMENT LETTER**" dated _____ to that effect; That 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;

p. Prior to the execution of these presents the Allottee/Purchaser has paid to the Owner/Builder a sum of Rs._____/- (Rupees_____only) (not exceeding 10 % of the total consideration) as advance payment in compliance with clause 13(1) of the said Act), being part payment of the sale price/consideration of the Shop agreed to be sale by the Owner/Builder to the Allottee/Purchaser as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Owner/Builder both hereby admit and acknowledge) and the Allottee/Purchaser agreed to pay to the Owner/Builder the balance of the sale price/ consideration in the manner hereinafter appearing;

q. The Owner/Builder hereby clarifies that it has withdrawn all its advertisements and brochures etc-etera in respect of the said Project published prior to **01.05.2017** and the same are not in use since then; and the Allottee/Purchaser hereby acknowledges the same. The Allottee/Purchaser further hereby admit and confirms that he has relied only on the specification,

elevation and drawing given in respect of the said Project by the Owner/Builder only after **01.05.2017**;

r. The Allottee/Purchaser having satisfied with the specification of the said Shop; and with the above said title documents and sanctions inspected by him, agreed to purchase the said Shop from the Owner/Builder and the Owner/Builder agreed to allot the same to the Allotee's/Purchaser for and at the price hereinafter mentioned;

s. The Owner/Builder has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No._____; the authenticated copy of the same is annexed hereto and marked as **ANNEXURE-F**

t. Under section 13 of the said Act the Owner/Builder is required to execute a written Agreement for sale of said Shop with the Allottee/Purchaser, being in fact these presents and to register the said Agreement under the Registration Act, 1908;

u. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Builder hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the said Shop and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under :-

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Owner/Builder shall construct the one commercial building consist shops, and consisting of **lower ground + 3 upper floors** on the said property in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time. In this project total 143 Shops, will be constructed.

   Provided that the Owner/Builder shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the

Shop of the Allottee/Purchaser except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Owner/Builder may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee/Purchaser.

2. The Owner/Builder does hereby agree to sale, transfer and otherwise convey in the manner hereinafter mentioned, the said Shop bearing No. _____, admeasuring _____ Sq.Mt. Carpet area, _____ Sq.Mt. on _____ Floor, (_____ % common Area)in **KRISHNA PLAZA** which described in **Schedule-B**, commercial Building being constructed on the said property described in **Schedule-A** unto and in favour of the Allottee/Purchaser herein, subject to the terms and conditions hereof and the Allottee/Purchaser does hereby agrees to purchase the same from the Owner/Builder for the total consideration of Rs._____/- (Rupees _____) including cost of proportionate common area, and out of which Rs._____/- (Rupees _____) Purchaser has paid the earnest amount to Owner/Builder as under :-

Sr	Cheque	Date	Amount	Bankers
1.				
2.				
3.				
4.				
		Total		

As such Owner/Builder hereby acknowledges the receipt of the same. The purchaser shall pay the remaining amount of consideration of in the manner provided in the clause No. 4 hereof.

3. The above said total consideration excludes Taxes (consisting of tax paid or payable by way of **GST (Goods and Service Tax), Cess, payment for electricity connection, electricity infrastructure charges, stamp duty, registration charges and payment relating to extra items etc.** or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Shop and the above said total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Owner/Builder undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Builder 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/Purchaser, which shall only be applicable on subsequent payments. The Owner/Builder may charge the Allottee/Purchaser separately for any up-gradation /changes specifically requested, made changes in specification or additional work other then agreed in specification or approved by the Allottee/Purchaser in fittings, fixtures and specifications and any other facility which have been done on the Allottee/Purchaser request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

4. In consideration thereof the Allottee/Purchaser paid and/or agreed to pay the above said total consideration for the purchase of the said Shop to the Promoter and the Owner/Builder agreed to accept the same from the Allottee/Purchaser as per the Payment Schedule as under :-

Amount	***Particulars or Stage of Payment***
Rs._____	***25%*** *of the total price payable by the Purchaser to the* Owner/Builder *on execution of Agreement*
Rs._____	***15%*** *of the total price payable by the Purchaser to the* Owner/Builder *at the time of completion of Plinth.*
Rs._____	***15%*** *of the total price payable by the Purchaser to the* Owner/Builder *at the time of commencement of the 1st slab of the Building*
Rs._____	***15%*** *of the total price payable by the Purchaser to the* Owner/Builder *at the time of commencement of the 2nd slab of the Building*
Rs._____	***15%*** *of the total price payable by the Purchaser to the* Owner/Builder *on completion of walls, internal plaster, floorings, doors and windows of the said unit*
Rs._____	***10%*** *of the total price payable by the Purchaser to the* Owner/Builder *on Completion the external plumbing, and external plaster, elevation, terraces with waterproofing of the said building or wing of the said unit*
Rs._____	***05%*** *Balance amount of the total price payable by the Purchaser to the OWNER/BUILDER at the time of delivery of possession on or after occupancy of certificate or completion certificate of the said unit.*
Rs._____	***Total (_____ Only) amount (100%)***

5. That, on completion of the Shop, the purchaser shall be given intimation by the Owner/Builder and within a **15 days** from the said intimation the purchaser will have to pay all the dues towards the price of the Shop, GST and other applicable cess, payment for electricity connection, electricity infrastructure charges and payment relating to extra items and get the Sale Deed executed in his/her/their favour at his/her/their own cost and take the possession of the Shop.
6. Subject to the terms of this Agreement and the Owner/Builder abiding by the construction mile stones, the Allottee/Purchaser shall make all payments, on demand by the Owner/Builder, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand

draft only or online payment (as applicable) in favour of **M/s KRISHNA PLAZA DEVEIOPERS**. The Owner/Builder herein on due date / or on reaching aforesaid construction milestone / stage as mentioned here in above, shall intimate the amount payable in writing or by digital email to the Allottee/Purchaser and the Allottee/Purchaser shall make payment of such due amount to the Owner/Builder within seven days from the date of such intimation. The Allottee/Purchaser herein specifically agrees that he/she/they shall pay the total consideration along with the **GST** at actual applicable and such other applicable taxes, charges etc...

7. The Owner/Builder may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser as per the aforesaid payment schedule. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Owner/Builder.
8. The Owner/Builder shall confirm the final carpet area, that has been allotted to the Allottee/Purchaser after the construction of the said 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, enclosed balcony area, subject to a variation cap of (03 %) three percent. The total price payable for the said Shop shall be recalculated upon confirmation by the Owner/Builder. If there is any reduction in the carpet area and enclosed balcony area, within the defined limit then Owner/Builder shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area and enclosed balcony area allotted to Allottee/Purchaser, the Owner/Builder shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause no. 2 of this Agreement.

9. The Allottee/Purchaser authorizes the Owner/Builder 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 Owner/Builder may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Owner/Builder to adjust his payments in any manner.
10. Without prejudice to the right of the Owner/Builder to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/Purchaser shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee/Purchaser to the Owner/Builder till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Owner/Builder under this Agreement, nor shall it be construed as condonation of delay by the Owner/Builder. The amount of interest may be informed to the Allottee/Purchaser from time to time or on completion of the said Project and the Allottee/Purchaser has/have agreed to pay the same as and when demanded before the possession of the said Shop.
11. Without prejudice to the right of Owner/Builder to charge interest in terms of above mentioned clause, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Owner/Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of instalments, the Owner/Builder shall at his own option, may terminate this Agreement:

    Provided that, Owner/Builder shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, of his

intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Owner/Builder within the period of notice then at the end of such notice period, Owner/Builder shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Builder shall refund the amount till then received from the Allottee/Purchaser without any interest thereon within a period of 30 days, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh Only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/Purchaser, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST or any other taxes charged by the Owner/Builder to the Allottee/Purchaser till the date of such termination and the Owner/Builder herein shall be entitled to deal with the said Shop with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Builder shall not be considered as waiver of Owner/Builder absolute right to terminate this Agreement. For whatsoever reason if the Allottee/Purchaser herein, without any default or breach on his/her/their part or on the part of the Owner/Builder, desire to terminate this agreement/ transaction in respect of the said Shop then, the Allottee/Purchaser herein shall issue a prior written notice to the Owner/Builder informing the intention of the Allottee/Purchaser to terminate this Agreement and on such receipt of notice the Owner/Builder herein shall be entitled to deal with the said Shop with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Owner/Builder shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee/Purchaser shall be entitled to receive the refund of

the amount till then paid by the Allottee/Purchaser to the Owner/Builder without any interest thereon within a period of six months, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh Only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/Purchaser, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST and LBT charged by the Owner/Builder to the Allottee/Purchaser till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Shop between the Owner/Builder and Allottee/Purchaser herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Owner/Builder and Allottee/Purchaser herein, in respect of the said Shop, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

12. The Owner/Builder shall have first and permanent lien and charge upon the said Shop and the right, title and interest of the Allottee/Purchaser therein for all moneys due and payable by the Allottee/Purchaser to the Owner/Builder under this agreement.
13. The Owner/Builder shall construct on the said property the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/Purchaser prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Owner/Builder in their absolute authority may consider expedient. Provided that the Owner/Builder shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Shop of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

14. The Owner/Builder hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Owner/Builder shall, before handing over possession of the said Shop to the Allottee/Purchaser obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Shop. The terms, conditions, stipulations and restrictions imposed by the concerned authorities at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/Purchaser herein and all Allottee/Purchaser of the Shop of the said Project and Owner/Builder.
15. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Owner/Builder in the said building and the Apartment are as set out in **Annexure-E,** annexed hereto.
16. The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

    a. The Owner/Builder agrees and understands that timely delivery of possession of the Shop is the essence of this Agreement. Subject to receipt of total consideration and dues of the Owner/Builder and taxes thereon are paid by the Allottee/Purchaser in respect of the said Shop on time, in terms of these presents, the Owner/Builder, based on the approved plans and specifications, assures to handover possession of the said Shop **on or before 20-12-2020 (i.e. date of possession).** Provided that the Owner/Builder shall be entitled to reasonable extension of time as agreed by and between the Allottee/Purchaser and the Owner/Builder for giving possession of the Shop on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Further if the completion of building in which the Shop is to be situated is delayed on account of :–

(i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project or due ban on construction due to shortage of sand or water etc-etera by local body the Allotte has committed any default in payment of instalment as mentioned here in above (without prejudice to the right of the Owner/Builder to terminate this agreement mentioned herein above), any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee/Purchaser, non-availability of steel, cement or any other building materials, water or electric supply, any delay on the part of the Office of the Collector, Jalna or any other Public Body or Authority, including the MSEDCL, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Owner/Builder on the said land, any other reasons beyond the control of the Owner/Builder or ("Force Majeure").

(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project/building could not be carried by the Owner/Builder as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

b. If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Owner/Builder shall be entitled to the extension of time for delivery of possession of the Shop, provided that such Force Majeure conditions are

not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Owner/Builder to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Builder shall refund to the Allottee/Purchaser the entire amount received by the Owner/Builder from the Allottee/Purchaser within 30 days' from that date. After any refund of the money paid to the Allottee/Purchaser, Allottee/Purchaser agrees that he/she/they shall not have any rights, claims etc. against the Owner/Builder and that the Owner/Builder shall be released and discharged from all its obligations and liabilities under this Agreement.

c. The Allottee/Purchaser further agree that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Shop shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Shop and he can cohabit in the said Shop. However if the Owner/Builder is not allowed by the Allottee/Purchaser or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Owner/Builder.

d. The Owner/Builder, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/Purchaser intimating that, the said Shop is ready for use and occupation. The Allottee/Purchaser herein shall inspect the said Shop in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Owner/Builder as per terms and conditions of this Agreement and take the possession of the said Shop within 15 days' from the date of written intimation issued by the Owner/Builder to the

Allottee/Purchaser herein. The Owner/Builder agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Builder. The Allottee/Purchaser agrees to pay the maintenance charges as determined by the Owner/Builder body of the Allottee/Purchasers/association of Allottee/Purchasers, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/Purchaser to apply and get necessary services the same shall not be undertaken by the Owner/Builder and the Allottee/Purchaser shall be solely responsible for the same.

e. Upon receiving a written intimation from the Owner/Builder as stated hereinabove, the Allottee/Purchaser shall take possession of the said Shop from the Owner/Builder by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Owner/Builder shall give possession of the said Shop to the Allottee/Purchaser. In case the Allottee/Purchaser fails or commits delay in taking possession of said Shop within the time provided hereinabove, such Allottee/Purchaser shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Shop and the Owner/Builder shall not be liable for the maintenance, wear and tear of the said Shop.

f. After obtaining the occupancy certificate and handing over physical possession of the said Shop to the Allottee/Purchaser, it shall be the responsibility of the Owner/Builder to handover the necessary documents and plans, including common areas, to the association of the Allottee/Purchaser or the competent authority, as the case may be, as per the local laws. Further that the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the properties mentioned in

the **Schedule No. A & B** shall be on the Owner/Builder up and until the conveyance of the same as envisaged hereinafter.

g. Except for occurrence of the events stating herein above, if the Owner/Builder fails to complete or is unable to give possession of the said Shop; (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner/Builder on account of suspension or revocation of the registration under the said Act; or for any other reason; the Owner/Builder shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Shop by deducting applicable taxes and charges, with the interest as specified in the Rules of the said Act with the interest as per State Bank of India highest Marginal cost of Landing rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act, within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee/Purchaser does not intend to withdraw from the said Project, the Owner/Builder shall pay the Allottee/Purchaser interest as specified in the Rules of the said Act, on all amounts paid by the Allottee/Purchaser, for every month of delay, till handing over of the possession of the said Shop.

17. Time is an essence of this Agreement for the Owner/Builder as well as the Allottee/Purchaser. The Owner/Builder shall abide by the time schedule for completing the project and handing over the Shop to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Owner/Builder as provided hereinabove ("Payment Schedule" above for brevity).

18. If within a period of 05 years as specified in the Rules of said Act, the Allottee/Purchaser from the date of handing over the said Shop or within 15 days from the date of intimation by the Owner/Builder to take the possession of the said Shop whichever is earlier, brings to the notice of the Owner/Builder any structural defect in the Shop or the building in which the Shop is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Owner/Builder 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 Owner/Builder, compensation for such defect in the manner as provided under the Act.
19. Provided however, that the Allottee/Purchaser shall not carry out any alterations of the whatsoever nature in the said Shop/Passage/Balcony/Parking area or any place 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 Allottee/Purchaser shall not make any alterations 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 Owner/Builder the defect liability automatically shall become void.
20. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Owner/Builder, and shall not mean defect/s caused by normal wear and tear and by negligent use of Shop by the Occupants, vagaries of nature etc.
21. That it shall be the responsibility of the Allottee/Purchaser to maintain his Shop in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Shop are regularly filled with white cement / epoxy to prevent

water seepage. Further where the manufacturer warranty as shown by the Owner/Builder to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Shop or Building, and if the annual maintenance contracts are not done/ renewed by the Allottee/Purchaser the Owner/Builder shall not be responsible for any defects occurring due to the same.

22. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/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 Shop and the common project amenities wherever applicable.

23. That the Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the entire Building 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. Provided further that any deviation in usage/maintenance of the said Shop in contravention to User Manual shall amount to default on part of the Allottee/Purchaser towards proper maintenance of the commercial building and the Allottee/Purchaser shall not be entitled to claim any compensation against defect liability from the Owner/Builder. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/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 said Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/Purchaser shall permit the Owner/Builder and their

surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

24. Howsoever for the purpose of defect liability on towards the Owner/Builder, the date shall be calculated from the date of handing over possession to the Allottee/Purchaser for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Shop by the Owner/Builder whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said building as stated in this Agreement. That further it has been agreed by the Allottee/Purchaser that any damage or change done within the Shop sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/Purchaser then the Allottee/Purchaser expressly absolves the Owner/Builder from the same.

25. The Owner/Builder hereby represents and warrants to the Allottee/Purchaser as follows:

i. The Owner has clear and marketable title with respect to the said Property; as declared in the title certificate/report annexed to this agreement and the Owner/Builder has the requisite rights to carry out development upon the said Property/Project Land and also has actual, physical and legal possession of the said Property for the implementation of the Project;

ii. The Owner/Builder has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

iv. There are no litigations pending before any Court of law with respect to the said Property or Project;

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

vi. The Owner/Builder 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 created herein, may prejudicially be affected;

vii. The Owner/Builder has not entered into any agreement for sale and/or any other agreement/arrangement orally or in writing with any person or party with respect to the said Property, including the Project and the said Shop which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement; other than the encumbrances mentioned in Title Report.

viii. The Owner/Builder confirms that the Owner/Builder is not restricted in any manner whatsoever from selling the said Shop to the Allottee/Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance of the structure to the association of Allottee/Purchasers the Owner/Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;

x. The Owner/Builder has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums,

damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;

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

26. The Allottee/Purchaser or himself/themselves with intention to bring all persons into whosoever hands the said Shop may come, hereby covenants with the Owner/Builder as follows :-

i. To maintain the Shop at the Allottee/Purchaser own cost in good and tenantable repair and condition from the date that of possession of the Shop is taken and shall not do or suffer to be done anything in or to the building in which the Shop 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 Shop is situated and the Showroom/Hall/ Office itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the 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 Shop is situated, including entrances of the building in which the Shop is situated and in case any damage is caused to the building in which the Shop is situated or the Shop 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 Shop and maintain the Shop in the same condition, state and order in which it was delivered by the Owner/Builder to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Shop is situated or the Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/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 Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop without the prior written permission of the Owner/Builder.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the said Property/Project Land and the building in which the Shop is situated.

vii. Pay to the Owner/Builder within fifteen days of demand by the Owner/Builder, his share of security deposit demanded by the concerned local authority or Government or giving

water, electricity or any other service connection to the building in which the Shop is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Shop by the Allottee/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 Shop until all the dues payable by the Allottee/Purchaser to the Owner/Builder under this Agreement are fully paid up.

x. The Allottee/Purchaser shall observe and perform all the rules and regulations may adopt 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 Shop therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and also adhre the bylawas mentioned in Deed of Declration **U/s. 2-a Maharashtra Apartment Ownership Act 1970**. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Owner/Builder regarding the occupancy and use of the Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottee/Purchaser shall not be entitled to claim possession of the said Shop until the Occupation / Completion Certificate is received from the local authority and the Allottee/Purchasers has paid all dues payable under this Agreement in respect of the said Shop to the Owner/Builder and has paid the necessary maintenance amount/deposits, GST and other applicable Cess and other taxes payable under this Agreement.

xii. That the Allottee/Purchaser shall indemnify and keep indemnifying the Owner/Builder against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/Purchaser.

xiii. That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Owner/Builder and the Allottee/Purchaser and the same shall be paid by the Allottee/Purchaser as agreed mutually.

xiv. That nothing herein contained shall constitute as entitling the Allottee/Purchaser any right on any of the adjoining, neighbouring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Purchaser to the Owner/Builder in this regards.

xv. That, from the date of possession of Shop, the Allottee/Purchaser will be bound to pay all the taxes of local authority and other taxes attributable to the Shop purchased by him, whether assessed separately or not. Similarly from the date of sale deed or possession whichever is earlier, the Allottee/Purchaser is liable to pay common maintenance charges without any demur, either he may use or not use the said Shop personally or through anybody claiming through him.

xvi. That the Allottee/Purchaser will also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour. That the purchaser of **Shop** is liable to pay **Rs._____/-_____,** towards one time initial corpus fund for common maintenance **deposit**, this amount collected and deposit in separate account and Owner/Builder have no concern with the same and in addition to this, the Purchaser is liable to pay monthly contribution of **Rs._____/-** without any demur. The Owner/Builder will do common maintenance of the project only for **06 months** from the date of first possession handover to any of the purchaser in the project and after 06 Months, all

the Allottee/Purchaser's shall do the work of maintenance work on their own, even they use or not use the said unit and Owner/Builder will not be responsible in any manner.

27. The Allottee/Purchaser has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/Purchaser shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Owner/Builder, the Allottee/Purchaser has agreed to purchase the said Shop from the Owner/Builder.
28. The Jalna Nagar Parishad or any local body not provided potable water in **Jalna** locality at present as per condition of commencement certificate, however Owner/Builder provided water through bore well on which motor installed and at present sufficient water available, in case in future any shortage of water in that situation all the Allotees/Purchaser shall make arrangement at their own cost. The Owner/Builder shall not be in any way responsible for non-supply or inadequate supply of water to the Project.
29. The Allottee/Purchaser shall not use or permit to be used the said Shop or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building or at any time thereafter.
30. The Allottee/Purchaser shall not let, sublet, transfer, assign or part with the possession of the said Shop or any part thereof nor shall the Allottee/Purchaser create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Shop or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/Purchaser in any manner whatsoever until entire consideration and all dues, taxes and GST at actual etc. payable by the Allottee/Purchaser under this agreement are paid in full and only if the Allottee/Purchaser has/have not committed any breach of any of the term and condition of this agreement

and without obtaining previous permission in writing of the Owner/Builder to whom the said Property/Project Plots and the said Building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.

31. After the Owner/Builder executes this Agreement he shall not mortgage or create a charge on the said Shop 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/Purchaser who has/have taken or agreed to take such Shop.

32. If the Allottee/Purchaser is purchasing the said Shop from the Owner/Builder for investment purpose, then the Allottee/Purchaser shall be entitled to sell the said Shop even during the construction stage to any person of own choice. The Owner/Builder shall issue in his favour necessary No-Objection Certificate to that effect and also shall co-operate the Allottee/Purchaser in that regard, provided i) the Allottee/Purchaser pays entire consideration amount to the Owner/Builder before so selling the said Shop, and ii) the subsequent Allottee/ Purchaser of the said Shop absolutely consents to abide by all terms and condition of this Agreement and also Deed of Declaration executed by Owner/Builder for all purposes and unconditionally agrees to stand in the shoes of the Allottee/Purchaser. If the Allottee/Purchaser transfers/ assigns the said Shop in favour of the subsequent Allottee/Purchaser within stipulated period laid down by relevant law/s time being in force the Allottee/Purchaser subsequent Allottee/Purchaser will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

33. The Allottee/Purchaser prior to the execution hereof has/have perused (a) all the documents under which the Owner/Builder acquired the ownership rights in respective portions of the said Property, (b) all documents under which the Owner/Builder acquired title and ownership rights over

the said Property and to sell the Shop constructed by the Owner/Builder in the course of such development of the said Property and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Property and are satisfied with the legality and adequacy of the same.

34. The Owner/Builder shall maintain a separate account in respect of sums received by the Builder/Developer from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
35. The Owner/Builder hereby declares that as per the prevailing Development Control Regulation the total FSI in respect of the said Property is admeasuring 2800 Sq.Mtrs., and Owner/Builder as per permission granted by Jalna Municipal Council consumed FSI admeasuring 3023.47 Sq.Mt.
36. The Allottee/Purchaser shall use the Shop or any part thereof or permit the same to be used only for purpose of commercial as well residence only. He shall use the parking space only for purpose of keeping or parking vehicle only.
37. The Allottee/Purchaser along with other Allottee/Purchaser(s)s of Shop shall join in forming and registering the Association or Society to or some such name as the Owner/Builder may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Owner/Builder within seven days of the same being forwarded by the Owner/Builder to the Allottee/Purchaser, so as to enable the Owner/Builder to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association or Deed of

Declaration as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

38. As mentioned herein above, a single Association or Co-operative Housing Society shall be formed and registered for the building as and when required. The Owner/Builder shall submit the application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within three months from the date on which fifty one per cent of the total number of Allottee/Purchasers in such a Shop have booked this Shop.

39. The Owner/Builder shall execute conveyance in respect of the entire undivided or inseparable land underneath all building, in favour of a Co-operative Housing Society if needed, on or before **31.06.21** subject to force majeure or the circumstances beyond the control of the Owner/Builder and also subject to reasonable extension and also subject to the Rights of the Owner/Builder to dispose off the remaining Shop, if any, Provided that, after conveying the title to the association of Allottee/Purchasers as mentioned in above, the Owner/Builder shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Shop or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society or Maintenance Society without any restriction on entry of the building and development of common areas: Provided further that, in such case, the Owner/Builder shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned here in above.

40. Under no circumstances, the Allottee/Purchaser or the organization of the Allottee/Purchaser shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/Purchaser including in their share of contribution in maintenance charges either to the Owner/Builder or to any other agencies or authorities, is actually paid by such

Purchaser/ organization of purchasers, All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee/Purchaser only.

41. The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Shop shall be as under :-

1. The said Project shall be known and called as "**KRISHNA PLAZA**".
2. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and The Maharashtra Apartment Ownership Act 1970 and rules there under.
3. That Owner/Builder after completion of the said Project as per provisions of the The Maharashtra Apartment Ownership Act 1970, the promoter will form and register Association or Co-operative society or Maintenance Society. The Allottee/Purchaser shall observe rules and regulations of the Society.
4. The amenities/facilities, common areas and rights of ways et cetera as enlisted in Annexure-I shall be enjoyed by all the Allottee/Purchasers of said Project jointly, unless the Owner/Builder has provided otherwise. After completion of the said Project the common areas and amenities/ facilities as enlisted in the Annexure-I shall be handed over by the Owner/Builder Allottee/Purchaser and they shall maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the respective Shop Purchasers.
5. Under no circumstances, the Allottee/Purchaser shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/Purchaser either to the Owner/Builder or to any other agencies or authorities are actually paid by the Allottee/Purchaser.

42. The Owner/Builder shall give membership of the Allottee/ Purchaser only on receiving entire consideration and/ or other dues and deposits from him. Further the Allottee/ Purchaser shall sign necessary forms, papers and documents as per the direction of the Owner/Builder as and when required by the Owner/Builder.

43. The Allottee/Purchaser shall on or before delivery of possession of the said Shop keep deposited and paid with the Owner/Builder, the following amounts:-

(i) Rs. _____/- for share money, application entrance fee of the Society or condominium or Limited Company/Federation/ Apex body.

(ii) Rs. _____/- for formation and registration of the Society or condominium or Limited Company/Federation/ Apex body.

(iii) Rs._____/- for proportionate share of taxes and other charges/levies in respect of the Society or condominium or Limited Company/Federation/ Apex body.

(iv)Rs. _____/- for electric connection, infrastructure, meter charges, cabling as well sub-station to be provided in said project formation.

(v) The Allottee/Purchaser shall pay to the Owner/Builder a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner/Builder in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

(vi) That the purchaser of **Shop** is liable to pay **Rs._____/-,** on account of corpous amount towards common maintenance charges payable within 15 days from the

date of letter of offering possession of the said Shop to meet the common expenses i.e. common taxes, fees, electricity charges, all MCs, sanitary and other utility services, garden and other services and amenities of the said Property / Project Land and in the building/s standing thereon and the said Property /Project Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/Purchaser shall not withhold any payment of the amount demanded by the Owner/Builder under this clause on any ground whatsoever. The Allottee/Purchaser hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Owner/Builder may differ. In case actual expense exceeds the estimate the Owner/Builder shall be entitled to demand additional amount towards such short fall.

The Allottee/Purchaser admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Owner/Builder or. The Allottee/Purchaser shall not be entitled to any interest on sums so paid.

44. It is explicitly and irrevocably agreed, by the Allottee/Purchaser that this purchase by the Allottee/Purchaser is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/Purchaser on receipt of intimation thereof with required evidencing documents, by the Joint Allottee/ Purchaser, the name of such deceased Allottee/Purchaser shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/Purchaser and to exclusion of any other heirs of such deceased Allottee/Purchaser. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Shop then it is the sole responsibility of the

remaining Co-Allottee/Purchasers to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottee/Purchasers. The Owner/Builder is not responsible in any manner whatsoever for cost & consequence.

45. Any delay tolerated, indulgence shown by the Owner/Builder in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/Purchaser by the Owner/Builder shall not be considered or construed as a waiver on the part of the Owner/Builder of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/Purchaser nor shall the same in any manner prejudice the rights of the Owner/Builder.

46. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop or of the said Property and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Owner/Builder, until the conveyance is made in favour of the society, as envisaged hereinbefore. It is further certifies that the Developer/Builder already submitted this project **KRISHNA PLAZA** to Apartment Ownership Act 1970 by executing Deed of Declaration U/s. 2 A of said act, as per provisions of 10 (2) **Maharashtra Ownership Flat** (Regulation of the promotion of. 3. construction, sale, management and transfer) **Act**, 1963, If any property consisting of building or buildings is constructed or to be constructed 2 [and the promoter submits such property to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and registering a Declaration as provided by that Act] then the promoter shall inform the Registrar as define in the Maharashtra Co-operative Societies Act, 1960, accordingly; and in such cases, it shall not be lawful to form any co- operative society or

company. In view of these legal position the Owner/Builder if necessary will execute conveyance if favour of propose Association or society or apex body as and when required.

47. The Allottee/Purchaser shall not any time demand partition of his/her/their interest in the said Shop and/or in the said Property/Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/Purchaser in the said Shop and/or in the said Property/Building are impartible and it is agreed that the Owner/Builder shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Shop in favour of the Allottee/Purchaser except as is herein expressly provided.

48. All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Property / Building and/ or the said Shop and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/Purchaser. The Allottee/Purchaser hereby undertake to indemnify and keep the Owner/Builder indemnified all the time and keep the Owner/Builder harmless from all losses that may be suffered by the Owner/Builder on account of non-payment and/or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/Purchaser.

49. By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST et cetera under concerned Acts/Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/Purchaser on demand at any time without rendering either the

Owner/Builder liable in this behalf in any manner whatsoever. In such an event the Owner/Builder shall have the right to recover/collect, such tax(es), duties by the Allottee/ Purchaser.

50. The Allottee/Purchaser hereby agrees that till the management of the said Building of the said Project is handed over to all the Allottee/Purchasers participating in the said Project, the Owner/Builder shall be entitled to look after day to day maintenance of the said Project/Building to be constructed on the said Property up to 06 Months from handing over 1st possession of Shop.

51. The Allottee/Purchaser has willingly participated in the said Project of the Owner/Builder and Allottee/Purchaser shall pay to the Owner/Builder the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/Purchaser hereby indemnifies the Owner/Builder from all losses that may be incurred by the Owner/Builder on account of such non/delayed payment and Allottee/Purchaser hereby indemnifies to keep the Owner/Builder harmless and free from such losses.
52. The Owner/Builder shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.
53. All notices to be served on the Allottee/Purchaser in connection with this Agreement shall be deemed to have been duly served on the Allottee/Purchaser if sent to any one of the Allottee/Purchaser by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Allottee/Purchaser:-

_____

_____

_____

_____

Notified Email ID: _____

54. All notices to be served on the Owner/Builder in connection with this Agreement shall be deemed to have been duly served on the Owner/Builder if sent by Registered Post/ Speed Post at their following address:

Name of Owner/Builder:-

M/s. KRISHNA PLAZA DEVELOPER, A partnership firm registered under Indian Partnership Act 1932 having Reg. no. _____ dated _____ and having its principal place of business at shop no S1, Krishna Business Center, Railway Station Road, Jalna. Notified Email ID: ritesh.r.mantri@gmail.com.

It shall be the duty of the Allottee/Purchaser and the Owner/Builder to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Builder or the Allottee/Purchaser, as the case may be. Further, that in case there are Joint Allottee/Purchasers all communications shall be sent by the Owner/Builder to the Allottee/Purchaser whose name appears first and at the address given by his/him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchaser.

55. The Allottee/Purchaser shall pay adequate stamp duty, registration charges and present this Agreement as well as Sale Deed at proper registration office within the time limit prescribed by the Registration Act and the Allottee/Purchaser and the Owner/Builder shall attend such office and admit execution thereof.
56. In case the Allottee/Purchaser mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/Purchaser herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution.

The Allottee/Purchaser agrees to do so without holding the Owner/Builder responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

57. This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop .

58. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchaser of the said Shop in case of a transfer, as the said obligations go along with the said Shop for all intents and purposes. Further, the Allottee/Purchaser agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation/benefit given to the Owner/Builder in turn for which no conveyance has occurred to the ultimate body of Shop Allottee/Purchasers expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/Purchaser to the Owner/Builder for the same; save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the Owner/Builder to the Allottee/Purchaser for which consideration has been dispensed.

59. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to

conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

60. Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchasers in said Project, the same shall be in proportion to the carpet area plus enclosed balcony area (if any) of the said Apartment to the total carpet area plus total balcony area (if any) of all the Apartments of the said Project, such area is called as Sharing area.

61. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
62. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
63. 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 'Jalna courts' will have the jurisdiction for this Agreement.
64. This Agreement may only be amended through written consent of the Parties.
65. The Owner/Builder has handed over Search Report and Title Opinion to the Allottee/Purchaser separately as per provisions

of the said Act and the contents of the said Search Report forms part and parcel of this Agreement.

66. The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/ Purchaser.

SCHEDULE "A"

That all the part and parcel of the Property CTS No. 16779(Part) admeasuring 2800 Sq.Mt., Situated at Station to Ambad Road, Jalna, bounded by :-

Towards East	:	Land Of Survey No. 430
Towards West	:	Land Of Survey No. 431
Towards North	:	Land of Survey No. 431
Towards South	:	Road.

SCHEDULE- B

All that part and parcel of Shop bearing No. _____, admeasuring _____ Sq.Mtrs. Carpet area, _____ Sq.Mt., (_____ % common Area) in **KRISHNA PLAZA** as a unit cost constructed on above property, bounded by:

TOWARD EAST	:-
TOWARD WEST	:-
TOWARD SOUTH	:-
TOWARD NORTH	:-

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED HERE IN UNDER AT JALNA.

OWNER

Mr. Babasaheb Paraji Jadhav & Mr. Bhaskar Rajaram Ambekar

DEVELOPER/BUILDER

M/s. Krishna Plaza Developer
Through its Designated Partner
Mr. Ritesh Radheshamji Mantri

ALLOTTEE/PURCHASER

WITNESSES :-

1.
AGE. OCC.
R/O.

2.
AGE. OCC.
R/O.

LIST OF ANNEXURE,S

ANNEXURE – A

Copy of detailed Title Cum Serach repoart isuued by Advocate Anand Zha in respect of property CTS No. 16779 (Part) admeasuring 2800 Sq.Mt., Situated at station to ambad road, Jalna.

ANNEXURE –B

Copy of PR Card of CTS No. 16779 (Part) admeasuring 2800 Sq.Mt., Situated at Station Road, Jalna.

ANNEXURE –C

Copy of Sanctioned Building Permission obtained from Jalna Nagar Parishad.

ANNEXURE – C-1

Copy of Index-II of registered Deed of Declaration U/s. 2-a of Apartment ownership Act 1970.

ANNEXURE -D

Copy of Part Plan/Floor Plan in respect of Shop agreed to purchase under this agreement of sale.

ANNEXURE –E

List of Specification of construction of Apartment Building as well common area and faclilities including brand and specification etc.

ANNEXURE -F

Copy of the Registration Certificate issued in respect of commercial Apartment granted by The Real Estate Regulatory Authority.

ANNEXURE -G

List of items that would be covered as maintainance of project, which is not covered under defect laiblity.

RECEIPT/ACKNOWLEGEMENT

Received of and from the Allottee/Purchaser Mr._____ the sum of Rs._____/- on booking as well on execution of this agreement towards earnest money deposit or application fees.

I received all documents. I Received amount.

Mr.
Allottee/Purchaser.

Mr.
M/s. Krishna Plaza Developer
Owner/Builder.

WITNESSES :-

1. Mr.
AGE. OCC.
R/O.

2. Mr.
AGE. OCC.
R/O.