

Pride Ventures (I) Pvt Ltd

101, Sai Trade Center,
Opp. Railway Station, Aurangabad.
Phone No. 0240-2345016 M : 9595633690
Email:- abdpridegroup@yahoo.com

Date: _____

To,
Mr _____
Aurangabad
Sub: Allotment of Flat no _____

Dear Sir,

This is to confirm that the initial payment of Rs. _____/- (Rs. _____ only) by cheque no _____, _____ bank dated _____, out of the total of Rs. _____/- (Rs. _____ only) is being received from you against the **Flat no** _____ - _____ BHK flat, at our site Pride Phoenix, gut no 736, Jalna Road, Chikalthana, Aurangabad. The terms and conditions of booking of the flat are defined as per the agreement to sale. All the terms and conditions will be binding on the customer as per the agreement to sale.

Following are the details of the charges that will be applicable to you in addition to the above mentioned charges.

Other charges:

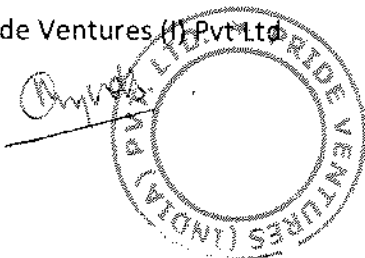
1. Maintenance charges: One time maintenance **Rs 50,000/-** and Building maintenance **Rs. 12,000/-** (towards first year maintenance of building only)
2. Infrastructure charges of lum sum **Rs 75,000/-** against the MSEB, water, documentation fees, etc
3. Parking: It will be allotted to customers on first cum first basis of booking
4. Stamp duty, registration charges, GST, any other taxes charges extra as applicable from time to time

I hereby congratulate and thank you for being the part of Pride Phoenix. Welcome to the group!

Regards,

Accounts,

Pride Ventures (I) Pvt Ltd



Disclaimer:

Price list, above charges and payment plan can be changed without notice, and at the sole discretion of the company.

AGREEMENT TO SALE

(As per provision of The Maharashtra Apartment Ownership Act, 1970)

Zone No.10.158 Rate: 30,500/- per.sq.mt

Stamp duty Rs._____-/-

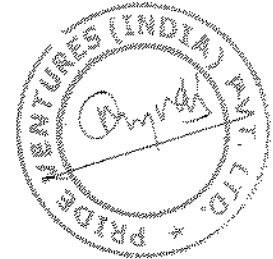
Consideration Rs._____-/-

Government Valuation Rs._____-/-

THIS AGREEMENT TO SALE is made & executed at Aurangabad on this
____ Day OF _____ 2017.

BETWEEN:

1. Sumanbai W/o. Gangadharrao Shejule
Age – 60 years, Occu: Household
R/o. Kokanwadi, Aurangabad.
2. Uttam S/o. Ganpat Kardile
Age – 73 years, Occu: Pensioner
R/o. CIDCO, Aurangabad.
3. Anand S/o. Uttamrao Kardile
Age – 35 years, Occu: Service
R/o. CIDCO, Aurangabad.
4. Sangita W/o. Parmanand Shejule
Age – 45 years, Occu: Household
R/o. Kokanwadi, Aurangabad.
5. Sunita W/o. Shrimant Mandlik
Age – 42 years, Occu: Service
R/o. Kokanwadi, Aurangabad.



6. Neeta W/o. Sanjay Lendal
Age – 38 years, Occu: Service
R/o.Kokanwadi, Aurangabad.
7. Shilpa D/o. Uttamrao Kardile
Age – 36 years, Occu: Service
R/o. CIDCO, Aurangabad.

Through The Registered Power of attorney.

1. Dr. Sunil S/o. Gangadhar Shejule
Age – 28 years, Occu: Doctor.
R/o. House No.5-10-12, Kokanwadi, Aurangabad.
2. Uttam S/o. Ganpat Kardile
Age – 73 years, Occu: Pensioner
R/o. CIDCO, Aurangabad.

(Hereinafter referred to as the Copromoter/Owners (which expression shall mean and includes its directors, legal heirs, successors, executors, administrators, attorney & assignees etc)

M/s. Pride Ventures India Pvt. Ltd.

PAN No. AAFCP6249L

Through its Director

Mr. Nitin S/o. Venuprasad Bagadiya,

Age – 38 years, Occu- Business,

Registered Office at

101, Sai Trade Center, Opp. Railway Station,
Aurangabad.

(Hereinafter referred to as the PROMOTER /DEVELOPER/BUILDER (which expression shall mean and includes its directors, legal heirs, successors, executors, administrators, attorney & assignees etc)

Of the First Part

AND

1. MR. _____

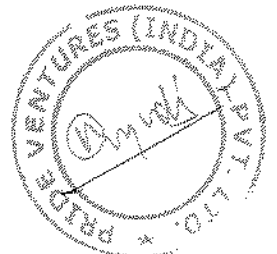
AGE-_____ YEARS, OCC- _____

PAN NO – _____

R/O: _____

(Hereinafter referred to as "The Purchaser/Vendee/Allottee" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its executors or administrators)

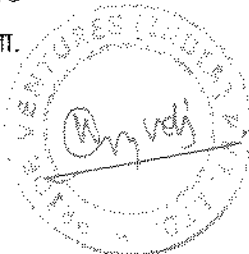
Of the Second Part



1. **WHEREAS** the grantor are the absolute Owners and possessors of the Property Bearing Land Gut No.736 (Old Survey No.325/3), admeasuring 1 H 24R (3 Acre 2Gunthas) situated at Chikalthana, Tal. & Dist. Aurangabad (hereinafter referred as said Land/said property). The property is particularly described in the schedule hereunder.

WHEREAS out of the Owners/Copromoter, the party no.1 Sumanbai Gangadhar Shejule is the owner of the half portion and party no. 2 to 7 are the owner of the half portion of the above said property. The name of grantors are mutated in the 7/12 extract through ferfar no.525 and 5955. The grantors are the joint Owners/ Copromoter and possessors of the above said land. Earlier the above said property was belonging to Mr. Nana Zingaji Dhangar who has purchased the said property through registered Sale Deed dated 09.11.1960. Thereafter the said Mr. Nana Zingaji Dhangar had given the above said property to her daughter namely Gangubai Eknathrao Bansode through partition deed dated 07.05.1962 and on the basis of the Partition Deed the name of Gangubai Eknathrao Bansode was mutated in the 7/12 extract for the survey no.325/3 through ferfar no.282 for the above said property. After the death of Gangubai Eknathrao Bansode the names of her two daughter namely Yamunabai W/o. Uttamrao Kardile & Sumanbai W/o. Gangadharrao Shejule were mutated in the 7/12 extract on 30.01.1984 through ferfar no.525. Thereafter Yamunabai W/o. Uttamrao Kardile died and the name of her legal heirs namely 1. Uttam S/o. Ganpat Kardile, 2. Anand S/o. Uttamrao Kardile, 3. Sangita W/o. Parmanand Shejule, 4. Sunita W/o. Shrimant Mandlik, 5. Neeta W/o. Sanjay Lendal, 6. Shilpa D/o. Uttamrao Kardile were mutated in the 7/12 extract through ferfar no.5955. Now presently the grantors no. 1 to 7 are the absolute Owners and possessors of the above said land Gut No. 736 admeasuring 1 H 24 R (3 Acre 2 Guntha) Situated at Chikalthana, Tq. & Dist. Aurangabad. The above said land is in the yellow zone and permitted for the development for the purpose of the residential and commercial project.

Thereafter the Collector, Aurangabad has sanctioned the use of Non Agriculture purpose and issued the N.A. Order dated 14.01.2016 bearing file No. जा. क्र.२०१५/मशाका/जमीन-१/एनएपी-३४/मौजे- चिकलठाणा, ता. औरंगाबाद/प्र.क्र.१८७.



Thereafter the Owners/ Copromoter desired to develop the above said property and as such Owners/ Copromoter have executed the Registered Development Agreement and General Power of Attorney dated 03.06.2015 bearing daybook no. 2315/2015 and 2316/2015 respectively in favor of the Developer/Builder/Promoter for the development of the property & given all the rights of the development of the above said property. The above said property is more particularly mentioned in SCHEDULE - I written hereunder.

2.AND WHEREAS THE Owners/ Developers/ Builders has prepared a plan for Residential cum Commercial building of **5-Towers (Type A, Type B (B1 & B2), Type C (C1 & C2)) Type D, Type E** for constructions upon said land and submitted the same towards the Town Planning, Municipal Corporation, Aurangabad for approval and Corporation has approved the plan and granted the construction permission through vide commencement certificate file No. 467/17/2015-16, bearing commencement Certificate No. 699/2015-2016, dated 17.12.2015 & **further granted the revised construction permission through vide commencement certificate file No. 180/17/2016-17, bearing commencement Certificate No. 1220/2016-2017, dated 27.03.2017.** Revised supplement to Deed of declaration for **3 towers (Type A, Type B (B1 & B2, Type C (C-1 & C-2), consisting of 42-3BHK Flats (Type A), 56- 2BHK Flats (Type B (B1 & B2) & 56- 2BHK Flats (Type C (C1 & C2)** is also executed.

AND WHEREAS, as per the change in the rules and regulations, the Owners/ Developers/ Builders submitted file for granting revised construction permission. Municipal Corporation, Aurangabad **granted the revised construction permission through vide commencement certificate file No. 126/17/2017-18, bearing commencement Certificate No. 265/2017-18, dated 16/06/2017.** Revised supplement to Deed of Declaration for this permission will be executed accordingly for building type D which is having 71 flats & 11 shops and further Owners/ Developers/ Builders will revise the plan for D Type building and add more 20 flats - 7 on sixth floor and 13 on seventh floor for which an additional supplement to deed will be executed after getting revised building permission for complete D type building.

Also, henceforth whenever there is a need of revision of construction permission for the said land, the purchaser hereby gives consent to the developer to revise the construction permission as deemed fit.



3. AND WHEREAS, the project, which is to be constructed on, said plots should be known as **"PRIDE PHOENIX"** and in no case the said name will be changed.

4. AND WHEREAS the Registered Deed of Declaration dated 09.02.2016 bearing Daybook No. 511/2016, further Deed of Correction was executed on dated **26/03/2016** at Daybook No. **1201/2016 & further Revised Supplement To Deed of Declaration** was executed on **Dated.29.04.2017 bearing Daybook No-1801/2017** as per the section 2(a) of The Maharashtra Apartment Ownership ACT 1970 is also executed by the Owner/Vendor. All the terms, conditions & covenants are applicable & binding on the purchaser of the Flats/Shops in the above said residential cum commercial building/apartment. Also, henceforth whenever there is a need of revision of Deed of declaration for the said land, the purchaser hereby gives consent to the developer to revise the deed of declaration as deemed fit.

5. AND WHEREAS, according to the building plan, the Owners/ Developers/ Builders/Vendor have started construction thereon and the same is in progress.

6. AND WHEREAS, the Owners/ Developers/ Builders/Vendor alone has exclusive right to sale the Flats/Shops in the said Project & to be constructed by them on the said Property and to enter into agreement with the purchaser of the Flats/Shops and to receive the consideration price in respect thereof.

7. AND WHEREAS, the Flats purchaser herein intended to purchase the Flats in the said "PRIDE PHOENIX" and therefore he approached to the Vendor and took inspection of all the documents of title relating to the property & said project such as TITLE DOCUMENTS, Registered Development Agreement, Registered General Power of Attorney, Search Report of the Advocate, building plan, building permission, layout, Plan, design and specifications prepared by the Architect and civil engineer and other relevant documents as are specified under the relevant Act.

8. AND WHEREAS, the copies of certificate of title issued by the advocate of the Owners/Developers/Builders/Vendor, copies of other relevant revenue record showing the nature of the title of the Owner/Builder/Vendor to the said land and the copies of the said plans approved by the concerned local authority have been made available for inspection to the purchaser.



9. The purchaser can use & utilize the Flats/Shops purchased by him with the common facility including the staircase, passage, common terrace etc. But Owners/Developers/Builders/Vendor only is entitled for all the compensations, F.S.I., T.D.R. or any other benefits of the reservation and acquisition of the said land & the purchaser or any other unit holder cannot object for the same or demand or claim anything for the same. The Vendor/builder/owner having full rights to utilize the F.S.I. on the terraces of the said buildings as per his own will & he can make further construction of Flats/Shops or others on the terrace after obtaining the necessary permission from the concern authority and for that no permission/consent of the purchaser or unit holder in the building or society/association of apartment Owners/ Copromoter will be required. Further for the use of additional FSI/TDR in the existing building plan, the purchaser has given consent for the same and the purchaser doesn't have any objection for the use of FSI/TDR in the existing buildings.

10. AND WHEREAS the Purchaser being satisfied with the title of the Vendor and plan of building, requested to the Vendor to sell the aforesaid **Flat No _____, on _____ Floor admeasuring Carpet area as per notification RERA June 2017 _____ Sq. Mts with terrace _____ Sq. Mts for a lump sum consideration of Rs. _____/- (Rupees _____ Lac Only) & other proportionate common areas, boxes, common passages, area under staircase, ducts, common parking, lift duct (if any), common & individual terrace if any in condominium known as "PRIDE PHOENIX" situated at Plot No.1 & 2, Admeasuring 8122.35 Sq. Mtrs., Gut No.736 (Old. Survey No.325/3), project known as "PRIDE PHOENIX", situated at Chikalthana, Tal.& Dist. Aurangabad (more particularly described in the Schedule of property written hereunder), on the terms and conditions as mentioned below:**

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

1. The Flat Purchaser hereby agrees to purchase the Flat from the Vendor/Owner/Copromoter and the Vendor/Owner/Copromoter hereby agree to sale Flat to the Purchaser bearing **Flat No _____, on _____ Floor admeasuring Carpet area as per notification RERA June 2017 _____ Sq. Mts, with**

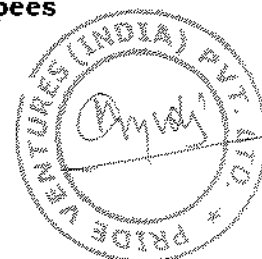


terrace _____ Sq. Mts for a lump sum consideration of Rs. _____/- (Rupees _____ Lac Only) & the proportionate common area is additional area which includes open & enclosed terrace/balconies, boxes, common passages, area under staircase, ducts, common parking & individual and/or common terrace if any in condominium known as "PRIDE PHOENIX" situated at Property Bearing Plot No.1&2, **Admeasuring 8122.35 Sq.Mtrs.**, Gut No.736 (Old. Survey No.325/3), project known as "Pride Phoenix", situated at Chikalhana, Tal. & Dist. Aurangabad. The said Flat/Shops more particularly described in **SCHEDULE - II** written hereunder. It is decided that, common area parking will be allotted to the purchaser on booking and this is allocated on first cum first basis, the purchaser has seen the open/covered parking space allocated to him and is satisfied with the same. Also, the Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately four to five percent. The Purchaser consents for the same and is aware that the consideration being lump sum will not change.

2. That, out of the agreed sale price of Rs. _____/- (Rupees _____ Lac Only), the Purchaser has paid amount of Rs. _____/- (Rupees _____ Lac Only) to the vendor as earnest amount/advance payment as under:

Sr. No.	Date	Cheque No.	Bank Name	Amount
1.				
2.				
3.				
4.				
5.				
6.				
Total Rs. _____/- (Rupees _____ Lac Only).				

Further the purchaser agreed to pay the balance consideration amount of **Total Rs. _____/- (Rupees _____ Lac Only)** through bank loan/ own contribution.



The purchaser shall comply to the bank formalities & pay the balance consideration amount to the Vendor/Owner/Copromoter as per the following table:-

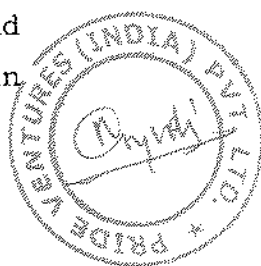
SCHEDULE FOR PAYMENT IS AS UNDER AS PER THE WORK STAGE

SR. NO	PARTICULARS	AMOUNT
1.	ON BOOKING (10%)	
2.	ON AGREEMENT TO SALE (20%)	
3.	ON COMPLETION OF PLINTH (15%)	
4.	ON COMPLETION OF RCC SLAB (25%)	
5.	ON COMPLETION OF BRICKWORK & INTERNAL PLASTER (5%)	
6.	ON COMPLETION OF FLOORING & INTERNAL PLASTER (5%)	
7.	ON COMPLETION OF EXTERNAL PLASTER &N EXTERNAL PLUMBING (5%)	
8.	ON FINISHING WORK AND ELECTRICAL WORK COMPLETION (10%)	
9.	BEFORE POSSESSION (5%)	

That, the purchaser shall pay the remaining amount of consideration strictly as stated above to the vendor. In case, the purchaser is unable to pay the remaining amount of consideration, this agreement shall stand cancelled and become null and void and the amount already paid by the purchaser shall be refunded by mutual understanding/ written consent. This condition is the essence of this contract.

For any out station cheque, the purchaser shall bear all the cost & expense charged by the bank for the encashment of the same. If the cheque issued by purchaser is dishonored due to any reason whatsoever, then he shall pay additional charges in addition to cheque amount immediately & on failure to do so the this agreement stand cancelled automatically without any notice or intimation.

3. The general specifications of construction, general and specific amenities to be provided by the Vendor to the said Building and particularly to the said Unit are already mentioned & described in the deed of declaration.



4. If the purchaser does not require any material/amenities/things or item(s) as per the standard specification provided by the vendor/developer, the consideration amount will remain unchanged. There will be no changes or/and extra work will be done other than what is mentioned in the deed of declaration. If the purchaser want to make any changes then he should obtained the N.O.C. from the association and whatever the changes wants to be done that shall be done only after the possession of the flat given to the purchaser.
5. That the Vendor shall give possession of the said Flat/Shops to the purchaser on _____ provided that the Vendor shall be entitled to reasonable extension of time limit for giving delivery and completion of building, getting the Occupancy certificate from the competent authority in which the said Unit is situated is delayed on account of:-
 - (i) Non availability of steel, cement, other material, labor, water or electric supply.
 - (ii) War, Civil commotion or Act of God.
 - (iii) Any notice, order, rule Notification of Government and/or competent authority by which the construction is stopped and/or for any other reason or circumstances which may be beyond reasonable control of the Vendor and in such case period of possession shall be treated as automatically extended.

The purchaser can avail the benefits of possession, and can use the flat after getting the occupancy certificate/ completion certificate from the competent authority. After handing over the possession to the purchaser, the purchaser or the society/association of Owners is liable to pay all the necessary service charges of the Corporation. At anytime, due to non-payment of the service charges by the purchaser or association/society, the completion of the project is delayed & if Owner/vendor/builder pays the same then the vendor/Builder shall recover the same from the purchaser & association/society with incidental charges & penalty along with interest & until the recovery of the same the vendor/developer shall have first charge over the Unit of the purchaser.



6. That Flat Purchaser agree to pay to the Vendor bank interest per annum on all the amounts which becomes due and payable by the Unit purchaser to the Vendor under the terms of this agreement from the date the said amount is payable by the Flat purchaser to the Vendor. And if the Unit purchaser failed to pay the due amount with interest within a month from the due date then Vendor shall terminate this agreement without giving any notice to the Unit purchaser and after the termination of this agreement by the Vendor, the amount whatever paid by the Unit purchaser will be forfeited. Thereafter the Vendor/Owner/Copromoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Vendor/Owner/Copromoter may in his absolute discretion think fit & after cancellation/termination the Flat purchaser shall have no right to obstruct the Vendor/Owner/Copromoter in the sale of the said Unit to any other party.
7. Notwithstanding the clause of payment of interest on delayed payment by the unit purchaser, it is specifically agreed by the unit purchaser, that on committing default in payment of any amount due and payable by the flat purchaser to the Vendor under this Agreement including his/her proportionate share of taxes levied by the concerned local authorities and other outgoing and on committing breach of any other terms and conditions herein contained by the purchaser, the Vendor shall be entitled at his own option to terminate this agreement.
8. The Vendor shall do all such necessary things for registration for the association of apartment Owners of the said building; however, there shall be no specific time limit for completing registration and formation of the association, as the case may be.
9. The Flat purchaser shall take possession of the premises within 15 days after giving written notice by Vendor/Owner/Copromoter to the Flat purchaser intimating that the said premises are ready for use and occupation.
10. The Flat purchaser shall use the said premises or any part thereof or permit the same to be used for purpose of residential only and cannot be used for any commercial or business activity or purpose. If the purchaser wants to use the said flat for any commercial or business purpose then he shall obtained the NOC from the



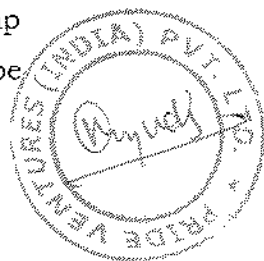
association. The flat purchaser shall not use the flat for any other purpose than the Business. The purchaser shall not use the parking space for any purpose other than for keeping or parking the unit Purchaser's own motor car.

11. Commencing a week after notice is given by the Vendor to the Flat Purchaser that the premises are ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share of outgoing in respect of the said land and buildings namely local taxes, water charges, insurance common lights, repairs and salaries of clerks, bill collections, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building including the MSEB meter bills for common facilities including street lights, motor pumps, common staircase and passage lights, bore wells etc. as well as to run and maintain all the machinery so provided by the Owner/ Vendor/Purchaser. Until the maintenance society is formed, the Flat Purchaser shall pay to the Builder/Vendor/Owner/Copromoter such proportionate share of outgoing as may be determined.
12. Before taking the possession the Flat purchaser shall pay one time maintenance of Rs.50,000/- per unit and building maintenance of Rs.12,000/- per unit before taking the possession of the respective unit i.e. Flat/Shop and the said amount will be deposited in the account of the onetime maintenance and building maintenance of the project. Similarly, infrastructure charges of lum sum Rs.75,000/- per unit against the MSEB, water, documentation charges, legal charges, 7/12 expenses will be payable before taking possession.
13. The Flat purchaser hereby agrees to pay all the taxes like Service Tax, VAT, TDS, Labor Cess, GST, CGST, SGST & all the current or future taxes whatever applicable or made applicable in future also. If the any taxes rates change in the future & made applicable on the unit already sold out in that situation the purchaser is liable to pay the same. The Purchaser hereby irrevocably granted and shall be deemed always to have granted his/ her consent for the same.
14. The Flat purchaser shall observe and perform all the rules and regulations which the association of Owners/ Copromoter or

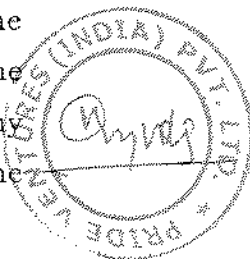


society or the limited company may adopt at its inception and additions, alterations or amendment thereof that may be made from time to time or protection and maintenance of the said building and the Flat therein and for the observance and performance of the building rules, Regulations and by laws for the time being of the concerned local authority and of government and other public bodies. The Flat purchaser shall also observe and perform all the stipulations and conditions laid down by the society limited company regarding the occupations and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoing in accordance with the terms of this agreement.

15. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Flat purchaser shall have no claim in the project, except in respect of the premises/unit hereby agreed to be sold to him along with the exclusive rights allotted to him/her for all the open spaces, parking spaces, lobbies staircases, terraces, recreations spaces etc. will remain the property of the Vendor until the completion of the project/scheme.
16. Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this agreement or any forbearance or giving of time to the Flat purchaser by the Builder/Vendor/Owner/Copromoter shall not be construed as a waiver on the part of the Builder/Vendor/Owner/Copromoter of any branch or non compliance of any of the terms and conditions of this agreement by the Flat purchaser nor shall be same in any manner prejudice the rights of the Vendor. And in case of default or breach of the term and condition of this agreement on the part of Flat purchaser the vendor shall remain full rights to terminate the agreement without giving any notice to the Flat purchaser.
17. In case of termination of this agreement/sale transaction by the Flat purchaser by any whatsoever reason, then all the losses, damages, expenses regarding Registration of the Document, Stamp Duty, Documents regarding the cancellation and others shall be bear by Flat Purchaser only.



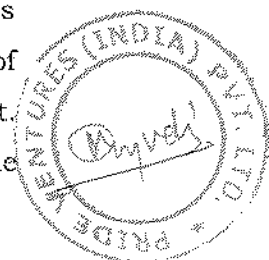
18. All notices to be served on the Flat Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered post A.D. at his/her address specified above. Each flat holder shall pay the maintenance charges as stated in clause no.12 to the Vendor/Builder before taking the possession. On failure to pay the charges as mentioned by the purchaser then the required amenities shall be disconnected by the Vendor/Owner and all the responsibility of the same will be on the purchaser.
19. The Flat purchaser and/or the Vendor shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Vendor and/or the society may require for safeguarding the interest of the Vendor and/or Flat Purchaser and the other purchaser of the said premises in the said building/s.
20. After the construction some times in the natural course some very minor cracks develops in the wall of the building due to elastic deformation, moisture, creep chemical reactions, earthquake, climatic changes, compressive nature of cement, thermal variations or any other reason both internally and externally. The purchaser will never consider this as a fault in the construction and as such if the purchaser of the Flat wants to rectify the same then he has to do the same at his cost only. The Vendor/Owner/Copromoter/Builder will be liable for the RCC defects for the period of five years. The purchaser has to follow the user manual which provides the instructions for the use of all the facilities/equipments provided to him/her for the said flat/shop. If any variations in the use of the facilities/equipments are done by the purchaser, Vendor/Owner/Copromoter/Builder will not be liable for the defects arising due to it.
21. The Vendor/Builder can make changes or revise the construction plan at any time & for that the Vendor/Owner/Copromoter/Builder not required to take consent or permission of the purchaser or association/society. The Vendor/Owner/Copromoter/Builder can make changes in the parking, staircase, passage, lift, configuration or other facility and change or reduce open spaces. The Vendor/Owner/Copromoter/Builder can also change the specifications at its own discretion and add or delete any specification subject to availability of the same. The



Vendor/Owner/Copromoter hereafter can execute the revised deed of declaration at any time as the Vendor/Owner/Copromoter feel it necessary. As well as the Owners/Copromoter/Developers/Builders/Promoter shall not liable to pay any society/association charges for the unsold unit of the scheme/project till the sale of the said unit & after the sale of the same the unit purchaser will pay that amount which becomes due to the society from the date of the purchase only.

22. The vendor/developer/builder has issued or published the brochure for the overall idea of the scheme & it is not legally binding on the vendor/developer/builder. The specification, facility, amenities described in the sale deed will be final one & it will supersede to all the documents.
23. The purchaser hereby expressly consented to the vendor/developer to obtain the project loan or to change/transfer the existing project loan taken by the vendor/developer to any other bank or financial institution for that no separate permission or consent of the purchaser shall required.
24. The Purchaser shall pay all the expenses, stamp duty and Registration Charges regarding the Registration of Agreement for Sale, Sale Deed and other documents.
25. This agreement shall be always to the provision of The Maharashtra Apartment Owners Act, 1970 and the rules made there under.
26. That, the purchaser is in full knowledge that the Builder/Developer has raised project finance for the said property & individual NOC from State bank Of India will be issued in the name of customer. The repayment of finance with interest is the sole liability of Builder/Developer and purchaser will have no liability.
27. **PRESENTATION GPA:-**

That, by registered special power of attorney (Presentation GPA) is executed jointly by OWNER and DEVELOPER/BUILDER (Party of the first part), though day book no. AGG6-1731/2016 Dt. 09.05.2016 in favor of Mr. SAURABH SUSHIL GUPTA to admit the



execution of Agreement to sale, sale deed and other documents regarding to sale in the above said unit in the above said scheme

SCHEDULE - I

(Description of the Property)

All the part and parcel of the Property Bearing Plot No.1 & 2, Admeasuring 8122.35 Sq. Mtrs., Gut No.736 (Old. Survey No.325/3), project known as "Pride Phoenix", situated at Chikalthana, Tal.& Dist. Aurangabad within the limits of Aurangabad Municipal Corporation.

Boundaries of the Property/Land:-

Towards East : DP Road cutting, part of Gut No 737 & 24 Mt wide road.

Towards West : Gut No. 735

Towards South : Plot no 3, 9 mt wide road, part of gut no 737

,govt hospital & 45.00 mt Wide Jalna

road

Towards North : Land of Gut No. 732

SCHEDULE - II

(Description of the Flat under Sale)

Flat No _____, on _____ Floor admeasuring Carpet area as per notification RERA June 2017 _____ Sq. Mts, with terrace _____ Sq. Mts the proportionate common area is additional area which includes common passages, area under staircase, ducts, common or individual parking & individual and/or common terrace if any in the said condominium known as "PRIDE PHOENIX", constructed on Property Bearing Plot No.1 & 2, Admeasuring 8122.35 Sq. Mtrs., Gut No.736 (Old. Survey No.325/3), situated at Chikalthana, Tal.& Dist. Aurangabad within the registration sub-registrar office, Aurangabad and the same is bounded as below:-

ON TOWARDS NORTH : _____

ON TOWARDS SOUTH : _____

ON TOWARDS EAST : _____

ON TOWARDS WEST : _____



IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON
THE DATE AND YEAR HEREIN ABOVE MENTIONED.

<u>OWNERS</u> 1. Sumanbai W/o. Gangadharrao Shejule 2. Uttam S/o. Ganpat Kardile 3. Anand S/o. Uttamrao Kardile 4. Sangita W/o. Parmanand Shejule 5. Sunita W/o. Shrimant Mandlik 6. Neeta W/o. Sanjay Lendal 7. Shilpa D/o. Uttamrao Kardile <u>THROUGH THE REGISTERED GPA.</u> 1. Dr. Sunil S/o. Gangadhar Shejule 2. Shri. Uttam S/o. Ganpat Kardile		
<u>DEVELOPER/BUILDER</u> M/s. Pride Ventures India Pvt. Ltd. Through its Director Mr. Nitin S/o. Venuprasad Bagadiya,		
<u>PURCHASER</u> MR. _____		
<u>WITNESSES :</u> 1.		
2.		

