

- i. To maintain the Flat/Office/Show Room at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Office/Show Room is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Office/Show Room 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 Flat/Office/Show Room is situated and the Flat/Office/Show Room itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room is situated, including entrances of the building in which the Flat/Office/Show Room is situated and in case any damage is caused to the building in which the Flat/Office/Show Room is situated or the Flat/Office/Show Room 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 Flat/Office/Show Room and maintain the Flat/Office/Show Room 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 Flat/Office/Show Room is situated or the Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Office/Show Room is situated and shall keep the portion, sewers, drains and pipes in the Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room in the compound or any portion of the said Property/Project Land and the building in which the Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Rooms 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 adhere 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 Flat/Office/Show Room in the Building and shall pay and contribute

- regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi. The Allottee/Purchaser shall not be entitled to claim possession of the said Flat/Office/Show Room until the Occupation / Completion Certificate is received from the local authority and the Allottee/Purchaser has paid all dues payable under this Agreement in respect of the said Flat/Office/Show Room 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 construe 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 Flat/Office/Show Room, the Allottee/Flat/Office/Show Room Purchaser will be bound to pay all the taxes of Aurangabad Municipal Corporation, Aurangabad as well as local authority and other taxes attributable to the Flat/Office/Show Room purchased by him, whether assessed separately or not. Similarly from the date of sale deed or possession whichever is earlier, the Allottee/Flat/Office/Show Room Purchaser is liable to pay common maintenance charges without any demur, either he may use or not use the said Flat/Office/Show Room personally or through anybody claiming through him.
 - xvi. That the Allottee/Flat/Office/Show Room 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 Flat is also liable to pay Rs____/- , the purchaser Office is also liable to pay **Rs.____/-and Show-room Purchaser liable to pay Rs.____/-** towards one time 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. _____/- for 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 Flat/Office/Show Room from the Owner/Builder .
28. The Aurangabad Municipal Corporation not provided potable water in Padegaon locality at present as per condition of commencement certificate, however Owner/Builder provided water through one well on which water treatment plant installed at present sufficient water available, in case in future any shortage of water in that situation all the allottees 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 Flat/Office/Show Room 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/s or at any time thereafter. ,
30. The Allottee/Purchaser shall not let, sublet, transfer, assign or part with the possession of the said Flat/Office/Show Room 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 Flat/Office/Show Room 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 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 Land 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 Flat/Office/Show Room and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has/have taken or agreed to take such Flat/Office/Show Room.
32. If the Allottee/Purchaser is purchasing the said Flat/Office/Show Room from the Owner/Builder for investment purpose, then the Allottee/Purchaser shall be entitled to sell the said Flat/Office/Show Room even during the construction stage to any person of own choice. The Owner/Builder shall issue in his favor 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 Flat/Office/Show Room , and ii) the subsequent Allottee/Purchaser of the said Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room's 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 Builder/Developer 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 _____ Sq.Mtrs. and permissible FSI is _____ in said locality, it means total FSI of the project _____ Sq.Mtrs. out of which _____ Sq.Mtrs is consumed.**
36. The Allottee/Purchaser shall use the Flat/Office/Show Room or any part thereof or permit the same to be used only for purpose of 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) of Flat/Office/Show Room's 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. The Owner/Builder shall submit the application to the Registrar for registration of the Co-operative Housing Society or association 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 Flat/Office/Show Rooms have booked this unit .
39. The Owner/Builder shall execute conveyance in respect of the entire undivided or inseparable land underneath all building, in favour of Association / a Co-operative Housing Society / limited company if needed, on or before **15.10.2019** 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 Flat/Office/Show Room, 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 Flat/Office/Show Room or building which is still not sold or allotted and shall be allowed to do so by the Association / Co-operative Housing Society / limited company 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/Purchasers 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 Flat/Office/Show Room shall be as under :-
 1. The said Project shall be known and called as "**YASH TOWER**".
 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 promotor after completion of the said Project as per provisions of the The Maharashtra Apartment Ownership Act 1970, the promotor will form and register Association or Co-oprative 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-____ 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-____ 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 Flat/Office/Show Room Allottee/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 Flat/Office/Show Room 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 deposits of electrical receiving, electrical connection, cabling and sub-station to be provided in said project formation.

(v) The Allottee/Purchaser shall pay to the Owner/Builder a sum of Rs. Owner/Builder ____ 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) The Allottee/Purchaser of Flat is also liable to pay Rs. _____/- , the purchaser Office is also liable to pay Rs. _____/- and Show-room Purchaser liable to pay Rs. _____/- (calculated @ the

ad hoc basis) of the said Flat/Office/Show Room, on account of corpus amount towards common maintenance charges payable within 15 days from the date of letter of offering possession of the said Flat/Office/Show Room to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, 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 Flat/Office/Show Room 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 Flat/Office/Show Room or of the said Property and Building/s or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Office/Show Room 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 creafys that the Developer/Bulider allreday submitted this project **YASH TOWER** to Apartment Ownership Act 1970 by executing Deed of Declration U/s. 2 A of said act, as per provisons of 10 (2) **Maharashtra Ownership Flat/Office/Show Rooms** (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 defined 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 in favour of proposed Association or society or apexbodday as and when required.
47. The Allottee/Purchaser shall not any time demand partition of his/her/their interest in the said Flat/Office/Show Room 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 Flat/Office/Show Room 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 Flat/Office/Show Room in favor 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 Flat/Office/Show Room 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 and/or the Owner/Consenting Party No.1 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 handingover 1st possession of Flat/Office/Show Room.
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 indemnify 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/s:-

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 & Address of Owner/Builder :-

Notified Email ID:

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 him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchasers.

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 agree 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 annexures, constitutes the entire Agreement between the Parties with respect to the subject

matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Office/Show Room.

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 Flat/Office/Show Room, in case of a transfer, as the said obligations go along with the said Flat/Office/Show Room 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 Flat/Office/Show Room 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 of the said Apartment to the total carpet area 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 'Aurangabad 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"

All that part and parcel of the property CTS no. 13156/1 admeasuring 686.10 Sq.Mt. Sheet no. 85 and 108, Situated at Rokdiya hanuman Colony, Aurangabad bounded by:

Towards East :- Property CTS no. 13156

Towards West :- Nala

Towards North :- 80.00 Meter wide road

Towards South :- 30.00 Meter wide road

SCHEDULE- B

All that part and parcel of _____ Flat/Office/Show Room bearing No. _____, admeasuring _____ Sq.Mtrs. Carpet area on _____ Floor, along with enclosed balcony area admeasuring _____ Sq.Mtrs., open balcony area admeasuring _____ Sq.Mtrs. and Box area admeasuring _____ Sq.Mtrs. in **YASH TOWER** (Undivided % In Common area ____ %) 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 AURANGABAD.

OWNER/BUILDER

ALLOTTEE/PURCHASER

WITNESSES :-

1.
AGE. OCC.
R/O.

2.
AGE. OCC.
R/O.

LIST OF ANNEXURE.S

ANNEXURE - A

Copy of detailed Title Cum Search report issued by Advocate Anil P. Malani in respect of property CTS no. 13156/1 admeasuring 686.10 Sq.Mt. Sheet no. 85 and 108, Situated at Rokdiya hanuman Colony, Aurangabad.

ANNEXURE -B

Copy of 7/12 extract of Property CTS no. 13156/1 admeasuring 686.10 Sq.Mt. Sheet no. 85 and 108; Situated at Rokdiya hanuman Colony, Aurangabad.

ANNEXURE -

Copy of Sanctioned Plan's Construction Permission obtained from Aurangabad Municipal Corporation, Aurangabad.

ANNEXURE -

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

ANNEXURE -

Copy of Part Plan/Floor Plan in respect of Flat/Office/Show Room agreed to purchase under this agreement of sale.

ANNEXURE -

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

ANNEXURE -

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

ANNEXURE -

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

ANNEXURE-H

List of Common Amenities to be given in said project.

RECEIPT/ACKNOWLEDGEMENT

Received of and from the Allottee/Purchaser _____ 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.

Owner/Builder .

Yash Infrastructu


WITNESSES :-

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

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

Yash Infrastructure
Partner