

AGREEMENT TO SALE

Agreement for Sale of Future Immovable Property (Residential Apartment)

This Agreement for Sale is made and executed at Aurangabad on This ____ Day of _____ in the Year 2017

BETWEEN

M/s. Sara Properties (PAN NO. ADAFS 4224 P)

A Partnership firm Registered Vide

Registration No. AU000003451/2016

Through its Partner:-

Shri. Nilesh Sitaram Agrawal,

Age : 33 Years, Occupation : Business;

Registered Office at:-

Office No. 08 & 09, Fifth Floor, ABC Estate, SRS Properties, Opp. Prozone Mall, Chikalthana, Aurangabad.

(Hereinafter called as "the Promoter / Owner / Seller / Vendor", which expression shall mean and include all its successors, legal representatives, executors, administrators and assigns in interest).

..... PARTY OF THE FIRST PART

AND

1. _____

2. _____

Hereinafter shall be referred to as the "ALLOTTEE"

(which expression shall, unless repugnant to context or meaning thereof mean and include his/her/their legal heirs, executors and approved assigns/ nominees only)

..... PARTY OF THE SECOND PART



LIST OF SCHEDULES AND ANNEXURS

Sr. No.	Annexure	Description	Sr. No.	Schedule	Description
1.	A	Commencement certificate	1.	A	Said Land
2	B	N.A. order	2	B	Said Apartment
3	C	Property 7/12 extract	3	C	Development work of Project/ Common areas & facilities
4	D	Title Certificate			
5	E	Current Sanction Layout	4.	D	Specifications of the said Flat
6	F	Sanctioned Floor Plan	5	E	Payment Schedule
7	G	Future Potential Layout	6	F	Maintenance Schedule
8	H	Conveyance Boundaries	—	--	--

1. Title History

1.1 M/s. Sara Properties has become the owner and possessor of land admeasuring 35996.72 Sq. Mtrs., out of Group Housing Layout land totally admeasuring 80100.00 Sq. Mtrs. situated at Gat No. 234/2/P, Village Sawangi, Taluka and District Aurangabad by virtue of 2 Registered Sale Deeds executed by its penultimate owner as under :

Sr. No.	Sale Deed Number & Date	Area Purchased (Sq. Mtrs)
1.	AGG-2-2303 Date :- 06.04.2016	27840.00
2.	AGG-1-2967 Date :- 30.05.2016	8156.72
Total		35996.72

Out of this entire Layout of land area admeasuring 80100.00 Sq. Mtrs. Share of Sara Builders & Developers is as under : Sector C- Consisting of 10 Buildings having 136 Flats, Sector D- Consisting of 08 Buildings having 238 Flats, Sector E- Consisting of 06 Buildings having 168 Flats And Amenity Plot A- consisting 12 convenient Shops, Pre-Primary School, Primary School and 2 multipurpose halls. Sector C, D & E are completed.

As the Promoter's/ Partner's of Sara Builders & Developers & Sara Properties are the same, it is mutually agreed that other than the share mentioned above will be the share of Sara Properties (irrespective of the area).

(Signature of the Allottee)



I hereby give specific consent and also categorically agree that, the open spaces, intensity spaces, roads and other common utilities and amenities are common for the entire Group Housing project to be constructed on land totally admeasuring 80100.00 Sq. Mtrs. and the same cannot be separated sector wise.

1.2 COMMENCEMENT CERTIFICATE

AND WHEREAS M/s. Sara Properties have obtained permission to construct Group Housing Scheme from CIDCO, Aurangabad hereinafter referred to as the "Local Authority" Revised Layout Permission and Building Permission for Group Housing Scheme vide Letter No. CIDCO/TPO/AFA-GH/2016/28 Dated 23.12.2016, ANNEXED HERewith AS "Annexure-A".

1.3 N. A. PERMISSION:-

AND WHEREAS N.A. Order No.JAKRA.2011/ MASHAKA/ JAMIN-1/ NAP-34/MOULJE SAWANGI, TQ.AURANGABAD/PRA.KRA.96 dated 20.06.2013 has been issued by the Collector, Aurangabad, in favour of original land owner Shri. Shaikh Mujibba Rafik s/o. Shaikh Abdul Wahab in respect of land admeasuring 80100.00 Sq. Mtrs., situated at Gat No.234/2, village Sawangi, Taluka and District Aurangabad, Annexed herewith as "ANNEXURE-B".

1.4 AND WHEREAS land totally admeasuring 80100.00 Sq. Mtrs., situated at Gut No. 234/2/P, village Sawangi, Taluka and District Aurangabad owned by Sara Properties And Sara Properties, hereinafter referred to as "Said Land" is more particularly described in **SCHEDULE-A**.

1.5 TITLE SEARCH REPORT

AND WHEREAS the owner / promoter engaged the services of licensed Advocate Shri. Prakash B. Pathankar (Registration No.MAH/2961/2001 dated 01.10.2001), and has obtained certificate Dated 20.07.2017 stating that the land is free from all encumbrances and has clear and marketable title, subject to existing mortgage charge of the Dombivli Nagari Sahakari Bank Ltd., The report is annexed herewith as Annexure-D.

2. TITLE OF THE PROMOTER:-

2.1 AND WHEREAS by virtue of all Deeds, Documents and Government permissions mentioned hereinabove, the Promoter is entitled to construct buildings on the said land and alone has the sole and exclusive right to sale, transfer, license, lease, rent the units, apartments, shops, offices constructed thereon and to enter into the agreement with the Allottee's and to receive the sale price in respect thereof.



3. URBAN LAND CEILING

3.1 AND WHEREAS the said land does not come within the territory of Aurangabad Urban Land Agglomeration and therefore provisions of Urban land (ceiling & Regulation) Act, 1976, are not applicable.

4. REAL ESTATE PROJECT

4.1 Name : "SARA PARIVARTAN SECTOR-B" (Hereinafter referred to as the "Project").

4.2 ADDRESS

Situated at Gat No. 234/2P, village Sawangi, Taluka and District Aurangabad.

4.3 ARCHITECT & CONSULTING ENGINEER :-

AND WHEREAS the Owner/Promoter has appointed **Ar. Anand Deshpande** as Architect of the project who is duly registered with the Council of Architects at New Delhi, along with Consulting Engineer **Mr. Anil Kshirsagar**.

4.4 STRUCTURAL ENGINEER

AND WHEREAS the Promoter has also appointed the Structural Engineer **Mr. N.G. Karthane** having their office at Rana Nagar,Jalna Road, Aurangabad for structural designs and drawings of the building/s and the promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.

4.5 CURRENT SANCTION OF PROJECT (SECTOR-B)

AND WHEREAS based on the commencement certificate mentioned in above clause 1.3 above, following buildings are currently sanctioned in Sector B of the said Group Housing Scheme :-

Residential Buildings: 9 nos.

Building E -1, 2	: Ground + 3 Floors & Silt + 3 Floors.
Building E -3, 4	: Ground + 3 Floors & Silt + 3 Floors.
Building F -5, 6	: Ground + 3 Floors & Silt + 3 Floors.
Building G -7, 8, 9	: Ground + 3 Floors & Silt + 3 Floors.
Building E -10, 11	: Ground + 3 Floors & Silt + 3 Floors.
Building G -12, 13, 14	: Ground + 3 Floors & Silt + 3 Floors.
Building E -15, 16	: Ground + 3 Floors & Silt + 3 Floors.
Building H -1	: Silt + 7 Floors.
Building H -2	: Silt + 7 Floors.

Hereinafter referred as "The Buildings"



4.6 FUTURE POTENTIAL OF PROJECT

AND WHEREAS along with balance built up area of sanctioned layout admeasuring 13780.794 Sq. Mtrs, there is possibility of getting additional F.S.I in future in the form of either paid F.S.I., PREMIUM F.S.I., amenity/ road handover F.S.I. T.D.R. and / or due to amalgamation of adjoining land. Whenever this additional F.S.I/ T.D.R. is sanctioned by the local authority to be used in the project, the promoter will apply for revision of plans and the proposed full potential layout may contain more buildings. The promoter may revise the said layout as and when required till the entire present & future FSI/ Premium paid FSI/ Paid FSI/ TDR/ etc. is Utilized anywhere in the layout totally admeasuring area 80100.00 Sq. Mtrs.

(Signature of the Allottee)

(I hereby give specific consent to the promoter to carry out revision in sanctioned plan as per this future potential layout and also categorically agree that, the open spaces, amenity spaces, roads and other common utilities and amenities are common for the entire group housing project to be constructed on land totally admeasuring 80100.00 Sq. Mtrs, and the same cannot be separated sector wise)

4.7 AMENITY BUILDING

The Promoter hereby declares as of now he intends to construct a building having Convenient shops – 12 No., Pre-Primary School , Primary School ,Health Club & Clinic in the amenity space A which is owned by Sara Builders & Developers (which is permitted in amenity space by local authority's). In amenity plot B promoter has not yet planned any building which is owned by Sara Properties. However, in future the Promoter may plan any building to suit market and business requirement and may construct any other building as permissible in amenity spaces or may even handover the amenity space area to local authority in lieu of F.S.I.

(Signature of the Allottee)

(I hereby give specific consent to the promoter to either change the unit plans of Amenity building or to handover the space to local authority in lieu of F.S.I.)

4.8 F.S.I AREAS

The promoter hereby declares that as per commencement certificate as mentioned in clause 1.3 above, the sanctioned residential + commercial F.S.I. 56011.168 Sq. Mtrs., Excluding the building to be constructed on amenity space A, however total sanctioned permissible built up area including premium paid area is 69791.962 Sq. Mtr. However this area may increase if there is any additional F.S.I / T.D.R. applicable at a later date.



4.9 COMMENCEMENT OF PROJECT

AND WHEREAS upon obtaining all the above permission the promoter has started the construction of the project.

5. COMPLIANCE OF REAL ESTATE REGULATION & DEVELOPMENT ACT, 2016

5.1 AND WHEREAS the Real Estate (Regulation & Development) Act, 2016 has come into force since 1/05/2017. Since "SARA PARIVARTAN SECTOR-B" is an ongoing project, the promoter has registered Sector B Phase - 1

Consisting 6 Buildings Namely :-

Building E -1, 2	: Ground + 3 Floors & Silt + 3 Floors.
Building E -3, 4	: Ground + 3 Floors & Silt + 3 Floors.
Building F -5, 6	: Ground + 3 Floors & Silt + 3 Floors.
Building G -7, 8, 9	: Ground + 3 Floors & Silt + 3 Floors.
Building E -10, 11	: Ground + 3 Floors & Silt + 3 Floors.
Building E -15, 16	: Ground + 3 Floors & Silt + 3 Floors.

With the authority within the stipulated period of time and in accordance with rules published on 20/04/2017 by the Government of Maharashtra.

5.2 COMMON AMENITIES:-

AMENITIES / UTILITIES / SERVICES :

(All below listed amenities/ Utilities/ Services are common for all sectors of the entire project)

- Open space development.
- Sewage Treatment Plant.
- Transformers & Electrical cable network along with Feeder pillars, etc.
- Rain Water Harvesting.
- Organic waste compost.
- Entrance Gate, Security, CCTV network.
- 12.00 Mtr. & 9.00 Mtr. Wide Road as per sanction drawing.

5.3 The Promoter shall have right to utilize entire existing Infrastructure and facilities provided in the said "SARA PARIVARTAN" Project for the construction work and completion of other works like laying of drainage line, water line, or electrical line etc. of the other project/s in the layout and the Promoter shall have a right of access through side margins, roads etc. The Allottee/s is aware of this and has agreed to and given his / her/their irrevocable consent for the same. The Allottee shall not obstruct in any manner activities of Promoter.



5.4 Though the Promoter herein has right to develop the said entire land, bearing G.O. No. 234/2(P), Mouje Sawangi, measuring 80100 Sq. Mtrs., the Promoter has decided to carry out development in various sectors and accordingly portion identified as said 'SECTOR - B Phase - I', is only subject matter of this Agreement and the same is more particularly described in Schedule B hereunder written and plan annexed. The Allottee is concerned with this 'Sector - B Phase - I' only. Each Sector will have a separate society which will be formed as mentioned in Act and Rules and Regulations and each such society will maintain its own Sector. The Promoter is entitled and also has right to plan and execute project/s on remaining land of entire land at its discretion by utilization of FSI, TDR etc.

5.5 There shall be many phases/ sectors in the said entire land and there shall be separate Society of the particular Sector.

5.6 There shall be common facilities in the entire land in between the said Sectors/ Society/ Associations' Apex body and the same is described in the SCHEDULE-C hereunder written. Each Allottee of all sectors in the entire land will have proportionate undivided share in the common facilities and the respective land.

5.7 As stated above for the purpose of organizing maintenance of the common facilities with their respective land common among all sectors, An apex body / federation / any other legal entity will be formed by the Promoter as settler wherein all Allottee's or their Society's will be beneficiaries and thus each society will have adequate / proportionate/ representation in the said apex body / federation / any other legal entity. The said apex body / federation / any other legal entity will be in-charge of the said common facilities and their respective land common amongst them. The bye laws and its rules and regulations shall be decided by the Promoter herein.

5.8 TIMELINES FOR SECTOR-B Phase - I.

AND WHEREAS the Promoter has commenced the construction of the Project and the expected date for completion of SECTOR-B Phase - I is 15.08.2019

5.9 DEFINITION OF CARPET AREA, BALCONY AREA TERRACE AREA AND COMMON AREAS

AND WHEREAS for the purpose of this agreement following areas are defined :



CARPET AREA : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in **SCHEDULE-B**.

BALCONY AREA :- For the purpose of this agreement the balcony area is shown in the sanctioned building plans by the local authority. Balcony area is shown separately in **SCHEDULE-B**.

OPEN TERRACE AREA :- For the purpose of this agreement open terrace area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in **SCHEDULE-B**.

COMMON AREAS:- As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lobbies, entrances, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, temple, volley ball court etc. This common area will be calculated for the entire project and will be divided proportionately over the number of apartments in the project to arrive at proportionate common area of each apartment.

5.10 INSPECTION OF ALL DOCUMENTS BY ALLOTTEE.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, designs & specification prepared by the project as specified under The Real Estate Regulations made there under.

(Signature of the Allottee)

(All documents pertaining to the Project have been inspected by me)

5.11 DISCLOSURE REGARDING LITIGATION:-

AND WHEREAS the Promoter hereby declares that there is no civil/ criminal case on the said land.

5.12 DISCLOSURE REGARDING RESERVATION IN SAID LAND

AND WHEREAS the Promoter hereby declares that based on the commencement certificate obtained from local authority as mentioned above, there is an area measuring 565 Sq. Mtr. in roads. This area can be handed over to the local authority in lieu of equivalent F.S.I./ any other kind of compensation. Apart from this, the Promoter declares that there is no reservation or acquisition on any part of the said land.



5.13 DISCLOSURE REGARDING MORTGAGES/ CHARGE BY FINANCIAL INSTITUTION:-

AND WHEREAS The Promoter has raised funds/project loan from the Dombivli Nagar Sahakari Bank Ltd, Dombivli Br. Aurangabad. The promoter shall however ensure to obtain No objection Certificate (N.O.C) from the said Bank in their standard format with respect to the Said apartment. Moreover, the Promoter hereby informs that the Promoter may raise further loans in future from any Bank or Financial Institution and shall obtain NOC from any such future lender as and when necessary, for raising such finance no further consent from the purchaser is required.

5.14 DISCLOSURE REGARDING SEPARATE LEGAL ENTITY FOR RESIDENTIAL, COMMERCIAL & AMENITY BUILDINGS

The Promoter hereby declares that separate legal entities will be formed for residential buildings, commercial building and amenity building respectively and the Federation of residential co-operative societies will not have any right over the ownership of commercial and amenity building which is to be constructed in the Project.

6. INTEREST SHOWN BY THE ALLOTTEE:-

AND WHEREAS Allottee was in search of residential premises in vicinity of village Sawangi and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information along with all relevant documents/permissions to the complete satisfaction of the Allottee and thereafter the Allottee has conveyed his readiness and willingness to purchase the Flat No. _____ On _____ Floor _____ Wing No _____ Type Building. In the project known as "SARA PARIVARTAN SECTOR-B Phase - 1" which is more particularly described in the Schedule-B and location of which is shown on authenticated copy sanctioned floor plan annexed herewith as "ANNEXURE-F".

7. WILLINGNESS TO ENTER INTO AGREEMENT :-

AND WHEREAS, the Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

8. REGISTRATION OF AGREEMENT:-

AND WHEREAS as per Section 13 of the Real Estate Regulation Act, 2016, the Promoter is required to execute a written agreement with the Allottee for the sale in respect of the said apartment and therefore, promoter and the Allottee are executing present Agreement in compliance thereof and they shall also register the said Agreement under Registration Act, 1908 with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.



9. ENTIRE AGREEMENT

AND WHEREAS this Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said apartment.

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

10. OBLIGATION OF THE PROMOTER:-

10.1 SAID APARTMENT :- As per the interest shown by the Allottee in above mentioned clause 6, the Promoter has agreed to sell the apartment more particularly described in Schedule-B subject to the consideration amount and payment schedule as detailed herein under.

10.2 DEVELOPMENT WORKS :- The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in SCHEDULE-C.

10.3 INTERNAL SPECIFICATION:-

The Promoter hereby assures to provide Internal Specifications to the apartment more particularly described in Schedule-D.

10.4 INTERNAL SANCTIONED PLAN & OTHER PERMISSIONS:-

The Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned plans as approved and revised by the local authority from time to time and shall following the conditions mentioned in various permissions as mentioned above.

10.5 VARIATION IN CARPET AREA

The promoter hereby assures that after construction of the apartment, there shall not be variation of more than 3% in the carpet area as mentioned in Schedule B. However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee by refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay proportionate excess amount. This monetary adjustment shall be made at a rate equal to the area of apartment as mentioned in Schedule-B.



10.6 POSSESSION DATE OF THE APARTMENT:-

The Promoter hereby assures that they shall complete the construction and give possession of the said Apartment to the Allottee on or Before 15.08.2019. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Promoter hereby agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Allottee for every month of delay till handing over of possession.

10.7 COMPLETION/OCCUPANCY CERTIFICATE:-

The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities (if required) and shall submit the file to Local Authority for Occupancy Certificate. However, if the local authority delays issuing the certificate beyond 30 days after submission of all required documents/ N.O.C's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.

10.8 DEFECT LIABILITY PERIOD:-

(a) If within a period of five years from the date of handing over the Apartment to the Allottee brings to the notice of the Promoter any structural defect in the Apartment (Where the Said Flat is) situated or any defects on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

(b) Provided however, that the Allottee shall not carry out any alterations of whatsoever nature in the said apartment and specifically, the structure of the said apartment or 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 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 water. If any of such works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect / caused on account of wilful neglect on the part of the promoters and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc.

(c) That it shall be the responsibility of the Allottee to maintain his Apartment in a proper and habitable manner and take all due care needed, if seepage is created due to choketups of nahani / multi floor traps due to non filling of white cement / epoxy (to prevent water seepage) in the joints of tiles, the customer shall bare the charges of repairs of said flat and / or if adjacent flat / passage / any other area of the apartment is damaged due to the seepage. Including but not limiting to the joints in the tiles fitted in the apartment shall be regularly filled with white cement / epoxy to prevent water seepage.



(d) Further where the manufacture warranty as shown by the promoters to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said apartment / building / phase / wing, and if the annual maintenance contracts are not done/renewed by the Allottee the promoters shall not be responsible for any defect occurring due to the same.

(e) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipments, 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 flats / apartments and the common project amenities whenever applicable.

(f) That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the apartment / building / phase / wing includes minor cracks on the external and internal walls excluding the RCC structure which occur due to elastic deformation, moisture, creep chemical reactions, climatic changes, compressive nature of cement, thermal variations or any other reason and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(g) Its expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a jointly nominated by the promoter and Allottee, who shall survey and assess the same and shall then submit a report to state the defects [if any], in materials used in the structure built of the Apartment / phase / wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

(h) Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. pumps, motors, packing & passages light fittings) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the Allottee and the Promoter shall not be responsible for the same.

(Signature of the Allottee)

I hereby agree that I have read the above mentioned points and hereby give my consent for the same.

10.9 FORMATION OF LEGAL ENTITY:-

The promoters hereby assures that he will take steps to form separate co-operative society for apartment buildings in each Sector of project SARA PARIVARTAN, within three months from the date on which fifty one percent of the total number of Allottee's in such sector have booked their apartment. However, any delay on account of obtaining the signatures of Allottee's on such society formation documents and procedural delays on account of co-operative department will not be to the account of the promoter. Further, apex body of such co-operative societies will also be formed after obtaining final occupation certificate of last residential building in the project.



10.10 CONVEYANCE TO LEGAL ENTITY:-

The promoter hereby assures to convey the respective building structure to the respective society within a period of 2 years after occupancy certificate or after obtaining full and final consideration from all Allottee's in respective buildings whichever is later. The promoter further assures that the entire undivided land underneath all residential buildings jointly along with amenities, utilities and services will be conveyed to the apex body within a period of two years upon obtaining full and final occupation certificate as per future potential layout as mentioned as Annexure-G from the local Authority. Conveyance boundaries for the apex body of residential buildings are as per layout annexed herewith as Annexure-H.

11. OBLIGATION OF THE ALLOTTEE:-

11.1 SPECIFIC CONSENT (ALONG WITH THIS AGREEMENT)

In accordance with Maharashtra Real Estate Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following:

- To construct the project as per the future potential layout annexed herewith as Annexure-G.
- Change of unit plans in future buildings.
- Amalgamation of adjoining land and preparation of new building plan and layout (if needed) as long as location of existing open space is not changed.
- The facilities such as roads, water, transformer, S.T.P, Storm Water drains, etc. shall remain common for the amalgamated plots.
- Change of unit plans of commercial building.
- Change of Unit plans of amenity building.
- Change in building / layout plans due to instructions received by local authority
- Minor additions / deletions or alterations

(SIGNATURE OF ALLOTTEE)

(THIS CONSENT SHALL BE CONSTRUED AS INFORMED CONSENT)

11.2 POSSESSION OF THE APARTMENT:-

The Allottee hereby assures that he shall take possession of the apartment within 15 days upon receiving notice in writing regarding readiness of the apartment for occupation. If the Allottee fails to take the possession of the apartment within such period then the Allottee shall be liable to pay Provisional Maintenance amount for the maintenance of the society (as applicable) & shall also be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Promoter. And in such case the defect liability period shall start from the date of intimation of possession.



11.7 PROVISIONAL MAINTENANCE AMOUNT:-

The Allottee hereby assures to pay provisional maintenance amount of Rs. 40,000/- (Rs. Forty Thousand Only) including G.S.T in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of common amenities / facilities (including S.T.P. / O.W.C. / etc.) in the project.

11.8 PAYMENT PERIOD:-

The Allottee hereby assures to pay the amount of all installments within 15 days from the date of raise / receipt of the demand letter of installment by the promoters. In case of any delay beyond a period of 15 days, interest charges as per Rules will be applicable and the Allottee will be liable to pay the same.

11.9 PAYMENT OF WATER CHARGES, ELECTRICITY, TAXES ETC.:-

The Allottee hereby assures to pay necessary water charges, electricity user meter charges and Grampanchayat / local authority municipal tax or any other taxes as applicable from the date of taking possession of the apartment or after 15 days of the date of intimation of possession (whichever is earlier).

11.10 REPAIRS OF THE APARTMENT:-

Maintenance of Apartment is the primary responsibility of the Allottee and he shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good & habitable condition. He shall not cause any such activity that will be harmful to adjoining neighbors and / or the building structure.

11.11 ALTERATION IN THE APARTMENT:-

No addition or alteration will be carried out in the Apartment or building in which the Apartment is situated without written consent of the promoter till the defect liability period is over and there after from the society / apex body / the local authorities (as the case may be).

11.12 HAZARDOUS AND DANGEROUS GOODS STORAGE:-

The Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated. In case any such damage is caused to the Apartment or to the building in which the Apartment is situated on account of negligence or default of the Allottee in his behalf, the Allottee shall be liable for its consequent.



11.13 MAINTENANCE OF THE INTERNAL APARTMENT:-

The Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the promoter to the Allottee and shall not do or cause to be done anything in or to the building in which the Apartment is situated 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 committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority, as the case may be.

11.14 PRESERVING THE AESTHETICS AND ELEVATION:-

The Allottee shall preserve the aesthetics of elevations of the scheme and no Allottee of the said Apartment shall be entitled to install Air Conditioner Units, Window Air Conditioner Units, use of common passages, lobbies and common areas in the building. Such air conditioner units may be installed in such a way so that, no hindrance is caused to other occupants of the building.

11.15 DEMOLITION AND COMMON UTILITIES MAINTENANCE

The Allottee shall not demolish or cause to be demolished the Apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good and tenable condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural membranes in the Apartment without the prior written permission of the Promoters and/or the Society as the case may be.

11.16 CLEANLINESS:-

The Allottee shall not to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the apartment is situated.

11.17 SUB-LET, TRANSFER OF RIGHTS:-

The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter.



11.18 ABRIDING BY SOCIETY BYE- LAWS OR REGULATIONS OF APARTMENT:-

The Allottee shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws.

12. GENERAL / MISCELLANEOUS STIPULATIONS:-

12.1 TIME EXTENSION:-

The Promoters shall be entitled to get reasonable extension of time for giving possession of the apartment beyond date as mentioned above, if the completion of building in which the said apartment is situated is delayed on account of:-

- (i) war, civil commotion or act of God
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities
- (iii) non-availability of steel, cement, other building materials, water or electric supply;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC / permission / license connection / installation of any services such as electricity and water connections and meters to the Scheme / Apartment, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the Allottee under these presents.
- (vii) Pendency of any litigation (if any)
- (viii) Any act beyond the control of the Promoter.
- (ix) Non availability of adequate labor for any reason.
- (x) Force-Majeure



12.2 NAME IN WHICH PAYMENT IS TO BE DRAWN FOR CONSIDERATION AMOUNT:-

Promoter specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local Cheque's drawn in the name of **M/s. Sara Properties** or by electronic mode of transfer.

12.3 NEFT/RTGS DETAILS ARE AS UNDER:-

- | | |
|---------------------------|---------------------------------------|
| i. Account Holder Name :- | Sara Properties |
| ii. Bank Name | :- Dombivli Nagar Sahakari Bank Ltd., |
| iii. Branch | :- Samarth Nagar, Aurangabad. |
| iv. Account Number | :- 063011100000458 |
| v. IFSC Code | :- DNSH00000063 |
| vi. Account type | :- Escrow |

12.4 MAINTENANCE OF THE PROJECT:-

Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottee's more particularly described in Schedule-F, until Promoter hands over the maintenance account of the Project to Society and / or Apex Body as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. However, it is categorically understood and accepted by the Allottee that, if the society is not formed for reasons beyond control of the promoter, and the provisional maintenance amount fund gets exhausted the Allottee shall pay additional maintenance amount as and when demanded by the promoter and such amount shall be a charge on the Flat / Unit Allotted to the Allottee. It is agreed and understood by the Allottee that the Provisional Maintenance Amount payable by the Allottee to the Promoter is not for maintaining the project for any particular years. Promoter hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Allottee's and this maintenance and will not be misused by the Promoter for any other purpose. Upon formation of Society as mentioned above, the Promoter shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Allottee on the Promoter for the maintenance amount paid by him. Promoter shall have sole discretion to decide actual utilization of the maintenance charges collected from the Allottee's and no Allottee shall be entitled to question the same on the ground of reasonability and / or preference.



12.5 MAINTENANCE RESPONSIBILITY OF THE PROMOTER CEASES:-

Promoter specifically communicates to the Allottee that if Allottee fails and /or neglects to pay aforesaid expenses as and when demanded by the Promoters and / or concern authority then same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Allottee and in such case Promoter shall not be responsible for the maintenance of the said project.

12.6 CHANGE IN CONSULTANTS:-

The Promoters shall have every right to appoint and change any new consultants / architects / engineers / contractors etc., as per his discretion & choice.

12.7 TERMINATION OF AGREEMENT BY PROMOTER:-

Without prejudice to the right of the Promoter to charge interest on delayed payment, if the Allottee commits three defaults in making payment as per the stage mentioned **Schedule-E**, then the Promoter shall serve a notice of 15 days in writing to the Allottee informing his intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the promoter within a period of 15 days, then Promoter shall be entitled to terminate this Agreement and deduct up to 10 % of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any), shall be refunded within 60 days of termination. In the event of termination Promoter is not responsible to refund any taxes and duties such as service tax, VAT, G.S.T.(CGST, SGST), stamp duty and registration charges which are already paid to the Government and the Allottee shall apply or for refund at his own efforts and costs.

12.8 CANCELLATION OF AGREEMENT BY ALLOTTEE:-

If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any), shall be refunded after the apartment has been booked by other Allottee. In the event of cancellation by Allottee, the Promoter is not responsible to refund any taxes and duties such as service tax, VAT, G.S.T., stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own efforts and costs.

12.9 ADVERTISEMENT / PROSPECTUS

It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in **Schedule-C** and **Schedule-D** hereunder are considered as final, definitive duly negotiated and binding between the parties and supercedes all earlier communications.



12.10 ENTRY OF PROMOTERS STAFF IN THE PREMISES:-

Till the conveyance in favor of the society and/or the federation, as the case may be, is executed, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment, land and buildings or any part thereof to view, examine and /or execute any changes as may required as per direction of the local authority and /or otherwise required to maintain and preserve the state and condition thereof. Movement of men and material.

The Allottee is well aware that the Promoter will construct building based on future potential as mentioned Annexure-G. The Allottee assures that after possession of the said Apartment he shall not cause any hindrance / obstruction / objection to the movement of men and machinery required to construct the future buildings of the project.

12.11 WATER CONNECTION AND CHARGES:-

The Allottee is fully aware that water connection for said scheme is not yet obtained from Aurangabad Municipal Corporation / CIDCO / MIDC / any Statutory authority. The Promoter has dug two open wells / bore-wells in the project land and shall supply water to the Allottee as long as it is available in the wells. The Allottee shall be liable to pay proportionate electricity and maintenance charges towards the same to the seller. It is categorically clarified by the seller that, in case the well / bore-well goes dry and the water available is insufficient, the Allottee will have to alternative arrangement for water at his own cost and the promoter will not be responsible for the same in any manner. Further, it is agreed by the Allottee that, the Promoter alone has exclusive ownership rights over the wells situated in the project land of "SARA PARIVARTAN" the Allottee or anybody claiming through him will not have any right in the well or its water.

(Signature of Allottee)

(I hereby agree to pay necessary water charges as mentioned above till the entire conveyance of said land is done)

12.12 ENCLOSURE OF TERRACE AND FINE THEREOF

The terrace space adjacent to the Apartment shall belong exclusively to the respective Allottee of the Apartment and such terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Co-operative Society as the case may be shall be kept indemnified from any penal action at all times.



12.13 None of the actions, concessions or indulgence shown by the Promoters shall be presumed and /or be treated and /or deemed to have been waived their preferential right or the right of preemption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. 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 property and building /s or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and allotted areas such as upper terrace, open spaces, parking, lobbies etc. will remain the property of the Promoters until the said Land is conveyed to the federation of Co-operative Societies as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement.

12.14 JURISDICTION:-

This Agreement shall be governed by the laws of India and Courts at Aurangabad shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.

12.15 REGISTRATION:-

The Allottee and /or Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

12.16 STAMP DUTY:-

The Allottee herein has paid stamp duty along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if there is any increase in stamp duty by the government at the time of registration of conveyance deed of apartment, then such incremental stamp duty shall be borne and paid by the Allottee.

12.17 POA FOR ADMITTANCE:-

Promoters have appointed 1. _____ 2. _____ Any One from the above can execute these presents by virtue of registered power of attorney No. _____ Dated _____



SCHEDULE-A
(SAID LAND)

All that piece and parcel of land out of land totally admeasuring 80100.00 Sq. Mtrs., Situated at Gat No. 234/2P, village Sawangl, Taluka & Dist. Aurangabad is Demarcated as "SECTOR-B" for Housing Project Known as SARA PARIVARTAN SECTOR-B, boundaries of which are as under :-

On or towards East :	Others Property Gat No. 261
On or towards West :	12.00 Mtr. Wide Internal Road
On or towards North :	Sara Parivartan Sector C
On or towards South :	Others Property from Same Gat No. 234/2(P)

SCHEDULE-B
(SAID APARTMENT)

To be constructed upon the said land described in the Schedule-A, above, as a part of Project named as SARA PARIVARTAN SECTOR-B Phase - I

Flat No. _____,

Wing No. _____ Floor _____ Building No. _____,

(carpet area as per notification no. Maharashtra / Secy/Title No. 27/84/2017 Dated. 14/06/2017. Through Circular No. 4/2017)

Carpet Area in Sq. Mtrs.	Built Up Area in Sq. Mtrs.	Balcony/ Enclosed balcony area in Sq. Mtrs.	Open Terrace Area in Sq. Mtrs.
BOUNDARIES OF THE SAID FLAT			
EAST	WEST	NORTH	SOUTH



SCHEDULE-C COMMON AREAS AND FACILITIES

- Staircases and exits of buildings.
- Open space landscape area
- Kids play zone
- Entrance Gate and Security cabin
- Electricity meter cabin
- Water tanks, motors, ducts and all apparatus connected with installation for common use.
- Internal roads and driveways
- Landscaping
- Sewage treatment plant
- Underground water tank & pumps
- Organic Waste composter
- Drainage system
- Electricity supply transformer and cabling networks
- Street lighting
- Rainwater harvesting

SCHEDULE-D

INTERNAL SPECIFICATIONS OF APARTMENT 1. RCC FRAMED SUPER STRUCTURE.

2. Walls:
 - 6" Thick external fly ash/clay brick work and 4" thick fly ash/clay bricks.
 - Neeru finish internal plaster
 - Sand faced single coat external plaster.
3. Doors and Windows:
 - RCC door frames in all rooms with oil painted flush door.
 - Main door wooden frame with attractive laminate and good quality fittings.
 - 3 track powder coated aluminum windows with Mosquito net along with oil painted safety grille.
4. Electrical fittings:
 - Concealed electrification with Kolors KBC switches or equivalent.
 - MCB (miniature circuit breaker)
 - TV and telephone point in living room.
5. Tiles:
 - 24" x 24" Joint free ceramic tiles in all the rooms.
 - Dado up to lintel level in bathrooms and kitchen.
 - Green marble kitchen area with S.S. sink
6. Plumbing:
 - Concealed plumbing with hot and cold mixing unit,
 - One cp fitting in washing.
7. Color:
 - External – Semi acrylic paint
 - Internal – Oil bound distemper.
8. LOFT: ONE LOFT IN KITCHEN



SCHEDULE-E
(PAYMENT SCHEDULE)

I.	10%	Booking Amount
II.	10%	At the time of Agreement to Sale.
III.	20%	At The Time of Plinth Level
IV.	25%	At The Time of First Slab
V.	20%	At The Time of Brick Work.
VI.	10%	At The Time of Flooring
VII.	5%	At The Time of Handing Over of Possession

SCHEDULE-F
(MAINTENANCE SCHEDULE)
COMMON AREA MAINTENANCE

Sr. No.	Cost Head
1	Building housekeeping
2	Building Security
3	Electricity charges for : a. Water supply from open wells; b. Street Lights on 12.00 Mtr. Wide Road c. Open Space
4	Sewage treatment plant a. Electricity charges b. Maintenance charges c. Operator charges d. Water testing charges e. Spares & hardware f. Operation and Maintenance of D.G Set
5	Solid waste management a. Waste segregation at OWC b. Garbage handling charges c. Handling over charges on Non-biodegradable waste. d. Disposal of e-waste in accordance with Rules.



IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.

PROMOTER / OWNER / SELLER

M/s. Sara Properties
Through its Partner :-
Shri. Nilesh Sharam Agrawal



CONSENTING PARTY :-

M/s. Sara Builders & Developers,
Through its Partner :-
Shri. Nilesh Sharam Agrawal



ALLOTTEE:-

Name : _____

Name : _____

WITNESSES:-

1. Shri. _____

Age :- _____ Occu :- _____

Add :- _____

2. Shri. _____

Age :- _____ Occu :- _____

Add :- _____