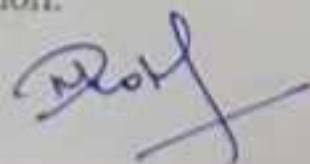


- ii. The promoter has lawful rights and requests approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii. There are no encumbrances without Project loan obtained by The yewatmal Urban Co-op Bank Ltd.
- iv. There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- v. All approvals, licenses and permit issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from Selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till handing over the site/building to the Society/ Flat Owners Association.



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

23. The Allottee's or himself/themselves with intention to bring all persons into whosoever Hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulation or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to 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 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To 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 suffer to be done anything in or to the building in which may be contrary to the rules and regulation 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 consequences thereof to the concerned local authority and/or other public authority.

iv. Not to 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 tenantable repair and 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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 Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurances 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. 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.

x. The Allottee shall observe and perform all the rules and regulations which the Society or Flat Owners Association 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 Apartment therein and for the observance and performance of the Building Rules, Regulation and Bye-laws for the time being of the concerned local authority and of Governmental and other public bodies.

The Allottee shall also observe and perform all the stipulations and conditions laid down by Flat Owners Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and



punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

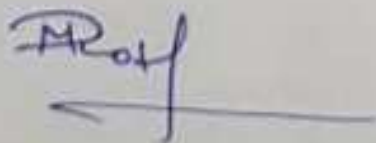
xi. Till a transfer of the structure of the building in which Apartment is situated is executed in favour of Flat Owners Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and other, at all reasonable times, to enter into and upon the said buildings or any part thereof to view examine the state and condition thereof.

24) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the 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.

25) Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited/Federation as hereinbefore mentioned.

26) That after the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/] and if any such mortgage or charge is made or crated 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 who had taken or agreed to take such [Apartment/plot].

27) That forwarding this Agreement to the Alottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with payments due as stipulated in the Payment Plan within 30 (thirty) days from before the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when



intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the defaults which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, applications of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

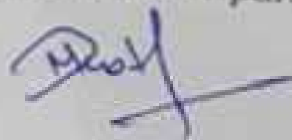
28) That this Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/plot/building, as the case may be.

29) That, it is clearly understood and so agreed by and between the Parties here to that all the provisions contained here in and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee of the [Apartment/Plot] for all intents and purposes.

30) That if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provisions of the Agreements 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 Regulation made there under or the applicable law, as the case may be, and the remaining provision of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31) That wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plots] to the total carpet area of all the [Apartment/Plots] in the Project.

32) that 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 provision 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.



33) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses mentioned above.

It shall be the duty of the Allottee and the promoter 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 promote or the Allottee, as the case may be.

34) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

35) Stamp Duty and Registration :- The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

36) That any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and regulations, there under.

37) That the rights and obligation of the parties under or arising out of this Agreement shall be constructed 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.

SCHEDULE -A

All that part and parcel of the land Gut No.52/2, totally admeasuring 11 Hector 47 R., (28 Acres 14 Gunthas) including potkharab of 6 R., L.Rs. 10.59 Paisa, to the extent of 1 Hector 76.25 R., i.e.4 Acres 16.25 Gunthas, bounded by :

EAST : Remaining portion of land Gut No.52/2 and which is sold by M/s. City Mangal Constructions to M/s. Everest Realtor separately.

WEST : Remaining portion of land Gut No.52/2.

NORTH : 15 Meter Wide Road.

SOUTH : M.I.D.C. Land.

Situated at , Wadgaon Kolhati, Tq. and Dist. Aurangabad.

SCHEDULE-B

Flat No. _____, admeasuring _____ Sq.Mtr. Built up area (slab area) AND
Carpet Area admeasuring _____ Sq. Mtrs. on _____, in Building _____ in
" Disha Kunjaban-I " constructed on the property described in Schedule-A, and
Bounded by:

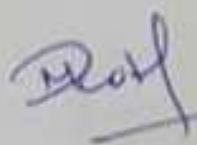
East	:	_____
West	:	_____
North	:	_____
South	:	_____

and specifically, demarcated in red lines in the map annexed hereto.

SCHEDULE-C

SPECIFICATIONS

STRUCTURE	:	RCC Structure
WALLS	:	External : 6" thick Brickwork / Cement Blocks Internal : 4" thick Brickwork / Cement Blocks
PLASTER	:	External walls sand faced Cement plaster Internal walls Neeru / Gypsum finish plaster
COLOUR	:	External walls painted in Cement Paint Internal walls painted in Oil Bound Distemper
DOORS	:	Decorative Main Door with Teak Frame Internal Flush Doors with RCC Frame
WINDOWS	:	Powder Coated Aluminium Sliding Windows with MS Safety grills.
KITCHEN	:	Polished Granite Kitchen top with Stainless Steel Sink
FLOORING	:	All Rooms Vitrified Tiles
TILES	:	Dado tiles up to Lintel Level in the kitchen Anti Skid Ceramic Tiles in Bathroom & WC Glazed Designer Tiles in Bathroom up to Lintel Level
ELECTRIFICATION	:	Concealed Copper Wiring with 3.5 Points in Each Room.

X 

IN WITNESSTH WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED
ON __ th DAY OF _____, 2017, AT AURANGABAD.

WITNESSES

OWNERS

M/s. City Mangal Construction

A partnership firm,

Through : It's Partners :

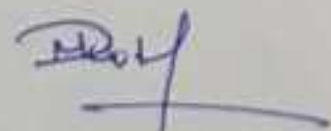
1. Deepak s/o Govindlal Kothari

2. Pravin s/o Gangabishan Sikchi

BUILDER/ DEVELOPER

Devanand s/o Narayanrao Kotgire
(HUF)

PURCHASER

X 

ANNEXURE - A

Title Report

ANNEXURE-B

P.R. CARD/ 7/12 Extracts.

ANNEXURE-C-1

Layout Plan

ANNEXURE-C-2

Sanctioned construction plan

ANNEXURE-D

Plan of Apartment under sale

ANNEXURE-E

(Specification and amenities for the Apartment).

ANNEXURE-F

Declaration of Apartment.

WITNESSES

OWNERS

M/s. City Mangal Construction

A partnership firm,

Through : It's Partners :

1. Deepak s/o Govindlal Kothari

2. Pravin s/o Gangabishan Sikchi

BUILDER/ DEVELOPER

Devanand s/o Narayanrao Kotgire (HUF)

PURCHASER

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