

AGREEMENT TO SALE

Agreement for Sale of Future Immovable Property (Residential Apartment)

This Agreement for Sale is made and entered on Arranged on this ___ day of

_____, in the Year 2017.

BETWEEN

On person as per clause (9) of registered GPA
No.AGP-5-8655 dated 29.12.2015)

1. Shri. Rajesh s/o. Laxmanadas Patrawani
(PAN NO. AANPP 3334 R)

Age : 47 years, Occupation : Business,
R/o. Simlihi Colony, Aurangabad.

2. Mrs. Soumi W/o. Raju Tigwani
(PAN NO. AERFT 2420 R)

Age : Major, Occupation : Business,
R/o. Chhambli, Aurangabad.

3. Mrs. Manali W/o. Balaji Patil

(PAN NO. ACBPP 5372 R)

Age : 43 years, Occupation : Business,
R/o. Town Center, CIDCO, Aurangabad.

4. Shri. Abhaykumar S/o. Ashokkumar Chhajjed,

(PAN NO. AAMPC 0748 R)

Age : 41 years, Occupation : Business,
R/o. Kanni Durg, Aurangabad.

Through their GPA holder :

M/s. Sava Builders And Developers,

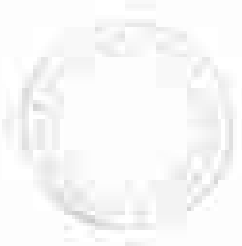
Through its Authorized Partner :

Shri. Nishit s/o. Sitaram Agrawal

(Hereinafter called as "Owner", which expression shall mean and include all their legal heirs, successors, legal representatives, executors, administrators and assigns).



Shri. Nishit Patil



AND

M/s. Sars Builders and Developers (PAN NO. AARPS 0964 N)
A Partnership Firm Registered With
Registration No. 227/2003

Through its Partner :-

Shri. Nishu Kumar Agrawal,
Age : 33 Years, Occupation : Business,
Registered Office at :-
D-55, Shri Gajanan Vaidhoy Commercial Complex,
Connaught Place, C-100, Anandgarh,

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

AND

Of the Second Part.

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 (minors only)

Of the Third Part

LIST OF SCHEDULES AND ANNEXURES

Sr. No.	Annexure	Description	Sr. No.	Schedule	Description
1	A	Commitment Certificate and Occupancy Certificate	1	A	Sold Land
2	B	N.A. index	2	B	Sold Apartment
3	C	Property 3/2/2 extract	3	C	Development work of Project Common areas & facilities
4	D	Title Certificate			Specification of the said Plot
5	E	Current Section Layout	4	D	Payment Schedule
6	F	Sectioned Floor Plan	5	E	Maintenance Schedule
7	G	Future Potential Layout	6	F	
8	H	Conveyance Document	-	-	-



1. TITLE HISTORY :-

1.1 Shri. Rajesh S/o. Laxmanadas Parmawati, Son. Sonam W/o. Raja Tawani, Son. Manaji W/o. Balaji Patil, Shri. Abhaykumar S/o. Ashokkumar Chhajed, has become the owner and possessor of land totally measuring 6857.00 Sq. Mtrs. Situated at Out No. 701/P, Village Chikhaldasa, Taluka and District Aurangabad by virtue of 2 Registered Sale Deeds executed by its possessor/owner as under:-

Sr. No.	Sale Deed Number & Date	Area Purchased (Sq. Mtrs)
1.	ACG-1-3984/DATED, 29/06/2007	2000.00 (20 R)
2.	ACG-1-3984/DATED, 29/06/2007	2857.00 (28.57 R)

1.2 Shri. Rajesh S/o. Laxmanadas Parmawati, Son. Sonam W/o. Raja Tawani, Son. Manaji W/o. Balaji Patil, Shri. Abhaykumar S/o. Ashokkumar Chhajed, has become the owner and possessor of land T.D.R. measuring 1486.98 Sq. Mtrs. (16000 Sq. Ft.) by virtue of Registered Sale Deed No. ACG-3-1423/Dated. 27/08/2012, executed by its possessor/owner as under:-

1.3 Shri. Rajesh S/o. Laxmanadas Parmawati, Son. Sonam W/o. Raja Tawani, Son. Manaji W/o. Balaji Patil, Shri. Abhaykumar S/o. Ashokkumar Chhajed, has executed registered Development Agreement/Vide Dry Book No. ACG-S-5634 Dated. 28.12.2013 in favour of M/s. Sam Builders & Developers Through its Partner Shri. Nitish Sagarani.

Shri. Rajesh S/o. Laxmanadas Parmawati, Son. Sonam W/o. Raja Tawani, Son. Manaji W/o. Balaji Patil, Shri. Abhaykumar S/o. Ashokkumar Chhajed, has executed registered Irrevocable General Power of Attorney Vide Dry Book No. ACG-S-5655 Dated. 28.12.2015 in favour of M/s. Sam Builders & Developers Through its Partner Shri. Nitish Sagarani Agnwal.

1.4 COMMENCEMENT CERTIFICATE:-

AND WHEREAS Shri. Rajesh S/o. Laxmanadas Parmawati, Son. Sonam W/o. Raja Tawani, Son. Manaji W/o. Balaji Patil, Shri. Abhaykumar S/o. Ashokkumar Chhajed have obtained permission to construct from Aurangabad Municipal Corporation, Aurangabad hereunder referred to as the "local authority" vide Building Permission No. 473/2014-2015 Dated. 14.08.2014,



AND WHEREAS Revised Construction permission vide letter No. 2913/2017-18 Dated, 26.03.2017 has been issued Aurangabad Municipal Corporation in Favour Shri. Rajesh S/o. Laxmanadas Parawani, Son. Sonam W/o. Raju Tarawani, Son. Manali W/o. Balaji Patel, Shri. Abhaykumar S/o. Ashokkumar Chitaved Through their OPA M/o. Sonu Builders & Developers. In Respect of A Type Building, Plot No. 02, Situated at Gut No. 701/P, Chikalthana, Aurangabad.

ANNEXED HERewith AS "ANNEXURE-A"

1.5. OCCUPANCY CERTIFICATE :-

AND WHEREAS Part Occupancy Certificate Vide Letter No. 3460/17.2016-17 Dated, 17.03.2017 has been issued Aurangabad Municipal Corporation in Favour Shri. Rajesh S/o. Laxmanadas Parawani, Son. Sonam W/o. Raju Tarawani, Son. Manali W/o. Balaji Patel, Shri. Abhaykumar S/o. Ashokkumar Chitaved in respect of "B & C" Type Buildings of the said Plot No. 02, Situated at Gut No. 701/P, Chikalthana, Aurangabad.

ANNEXED HERewith AS "ANNEXURE-A".

1.5.N.A. PERMISSION:-

AND WHEREAS N.A. Order No. RMHAFKAGAMIN-1/ ACRESHKE/PRA. KEA. 472/06 Dated, 08.01.2007 issued by The Collector of Aurangabad in Favour of Shri. Shri. Kanchhal Patel And Shri. Shamal Karmabai Patel in respect of land administering 4000.00 Sq. Mtrs. Situated at Gut No. 701/P, Village Chikalthana, Aurangabad.

AND WHEREAS N.A. Order No. JA. KRA.2014MA5HAKAGAMIN-1/NAP-34/ MOQUE CHIKALTHANA, JA. AURANGABAD/PRA.KEA.63 dated 17.07.2014 has been issued by the Collector, Aurangabad, in favour of (1) Shri. Rajesh Laxmanadas Parawani, (2) Sonu Sonam Raju Tarawani, (3) Sonu Manali Balaji Patel and (4) Shri. Ashay Ashokkumar Chitaved in respect of land administering 2000.00 Sq. Mtrs., situated at Gut No.701, village Chikalthana, Taluka and District Aurangabad.

ANNEXED HERewith AS "ANNEXURE-B".

1.6 AND WHEREAS land totally administering 3716.71 Sq. Mtrs., situated at Gut No.701, village Chikalthana, Taluka and District Aurangabad along with T.D.R. administering 1486.68 Sq. Mtrs., within the limits of Aurangabad Municipal Corporation, Aurangabad, hereinafter referred to as "said land" is more particularly described in SCHEDULE-A.



1.7 TITLE SEARCH REPORT:-

AND WHEREAS the owner / promoter engaged the services of licensed Advocate Shri. Prakash B. Pathakkar (Registration No.MA112961/2001 dated 01.10.2004), 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 Omprakash Devra Poojya Co-operative Bank Ltd. Hingoli, Mr. Anuragshah. 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 also has the sole and exclusive right to sell, transfer, license, lease, run the under, 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 Anuragshah Urban Land Acquisition and therefore provisions of Urban land ceiling & Regulation Act, 1976, are not applicable.

4 REAL ESTATE PROJECT:-

4.1 Name : "SARA GOKULDHAM" (Hereinafter referred to as the "Project").

4.2 ADDRESS:-

Plot No. 62, Cat No. 201/P, Village Chikhalthana, Taluka and District Anuragshah.

4.3 ARCHITECT & CONSULTING ENGINEER:-

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



4.4 STRUCTURAL ENGINEER:-

AND WHEREAS the Promoter has also appointed the Structural Engineer Mr. N.G. Karkhana having their office at Hans Nagar, Juhu Road, Antargirgaon for structural designs and drawings of the buildings 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 (SARA CONULDIHAM)

AND WHEREAS based on the initial assessment certificate and part occupancy certificate mentioned in above clause 1.3 above, following buildings are currently sanctioned in Sarai Gokulidham :-

Residential Buildings 3 Nos.

Building Type A	Comprising 64 Flats, 8BHK + 6 Floors
Building Type B	Comprising 10 Flats, 8BHK + 5 Floors
Building Type C	Comprising 16 Flats, 8BHK + 4 Floors

Hereinafter referred as "Residential Buildings"

4.6 FUTURE POTENTIAL OF PROJECT :-

AND WHEREAS there is possibility of getting additional F.S.I. in future in the form of either paid F.S.I., PREMIUM F.S.I., already/ read 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.

(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)



4.8 F.S.I / AREA:-

The promoter hereby declares that an per commencement certificate as mentioned in clause 1.3 above, the mentioned residential + commercial F.S.I. 5375.061 Sq. Metrs., 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 1/03/2017. Since "KARA KOTULDHAM" is an ongoing project, the promoter has registered

a) B and C Type Buildings as completed project

Which consists of:-

Building Type B	>	Consisting 20 Flats, 8BHK + 2 Floors
Building Type C	>	Consisting 16 Flats, 6BHK + 4 Floors

b) A Type Buildings in ongoing project.

Which consists of:-

Building Type A	>	Consisting 64 Flats, 5BHK + 6 Floors
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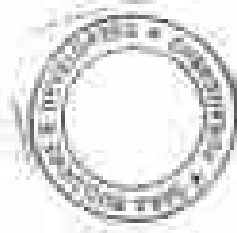
With the authority within the stipulated period of time and in accordance with rules published on 26/04/2017 by the Government of Maharashtra.

5.2 COMMON AMENITIES:-

AMENITIES / UTILITIES / SERVICES :

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

- Transformers & Electrical cable network along with Feeder pillars, etc.
- Rain Water Harvesting.
- Entrance Gate, Security
- Internal Roads as per masterplan drawing.



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

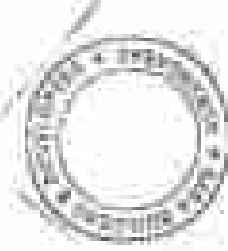
5.4 There shall be common facilities in the entire land in between the said Buildings / Society/ Associations' Apes body and the same is described in the Schedule-C hereunder written. Each Allottee of all sectors in the entire land will have proportionate undivided share in the common facilities and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

5.5 As stated above for the purpose of organizing maintenance of the common facilities with their respective land common among all buildings , society , An apes body / federation / any other legal entity will be formed by the Promoter as earlier 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.

5.6 TIMELINES FOR SECTOR-E :-

AND WHEREAS the Promoter has completed B & C TYPE Buildings , which are ready for possession. And commenced the construction of 'A' TYPE Building and the expected date for completion of 'A TYPE' Building is 15.06.2020.

5.7 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 sub-section (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, including the area covered by the external walls, area under service shafts, exclusive balcony and exclusive open terrace area but excluding 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 is shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule-B.

COMMON AREAS:- As per sub-section (n) of Section 2 of the Act, common areas are defined as stairs land, staircases, lobbies, entrance, top terrace, open space, open parking areas, area under services, water tanks, ramps, temple, valley hall, 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 proportional common area of each apartment.

AN INSPECTION OF ALL DOCUMENTS BY ALLOTTEE:-

AND WHEREAS as deemed from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, drawings & 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)

5.9 DISCLOSURE REGARDING LITIGATION:-

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

5.10 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, the Promoter hereby declares that there is no reservation or acquisition on any part of the said land.



5.11 DISCLOSURE REGARDING MORTGAGES/ CHARGE BY FINANCIAL INSTITUTION:-

AND WHEREAS The Promoter has raised funds/project loan from the "Chitrakashi Devasi Peoples Co-Op. Bank Ltd., Hingoli, Dr. Ambedkarabad. 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 agreement. Moreover, the Promoter hereby informs that the Promoter may raise further loans in future from any Bank or Financial Institution and shall obtain N.O.C. from any such future lender as and when necessary, for raising such finance no further consent from the purchaser is required.

5.12 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 Realisation 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 Saswadi 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 _____ Type Building in the project known as "SARA GOKULDHAM" 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 their 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 in 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 annexes constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondence whether written or oral between the parties in regards to this 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 agrees to provide Internal and External Development in the Project name particularly described in Schedule-C.

10.3 INTERNAL SPECIFICATION:-

The Promoter hereby agrees to provide internal Specification to the apartment more particularly described in Schedule-D.

10.4 INTERNAL SANCTIONED PLAN & OTHER PERMISSIONS:-

The Promoter hereby agrees 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 agrees 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 money amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay proportionate excess amount. This necessary 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 15.09.2020. For A Type Building and B & C Type Building possession will be given on full and final payment by the Allottee. 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 (including 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 had already obtain part occupancy certificate for B & C Type Building Vide Letter No. 349/17/2016-17 Dated 17.03.2017.

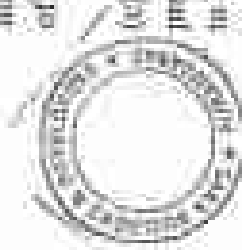
And for A Type Building the Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities (if required) and shall submit the file to Local Authority for Occupancy Certificate. However, if the local authority delays issuing the certificate beyond 30 days after submission of all required documents/ N.O.C's for occupation, then same shall not be treated 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 belongs to the cause of the Promoter any structural defect in the Apartment (Wherein the said flat is) situated or any defects on account of workmanship, quality or provision of service there, 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/cracked on account of willful neglect on the part of the promoters and shall not mean defects caused by normal wear and tear and by negligent use of apartment by the occupants, variation 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 shortcomings of natural / man made things due to own filling of white cement / epoxy (to prevent water seepage) in the joints of tiles, the customer shall bear 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 filled in the apartment shall be regularly filled with white cement / epoxy to prevent water seepage.



(d) Further where the manufacturer warranty is given by the promoter to the allottee ends before the defect liability period and such warranty is covered under the maintenance of the said apartment / building / phase / wing, and if the annual maintenance contracts are not discontinued by the allottee the promoter 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 vendor / manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as to be maintainable 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 in 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 below 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 examined 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, meters, parking & passenger lift fittings) and who have given their guarantee, the said guarantee, subject to the terms thereof, shall continue and shall be the contract between the said manufacturer or supplier and the allottee or organization since the date of delivery or 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 promoter hereby assures that he will take steps to form separate co-operative society for apartment buildings in project "SARA GOKULDEHAM ", within three months from the date on which (10) and percent of the total number of Allottee's in such project 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:-

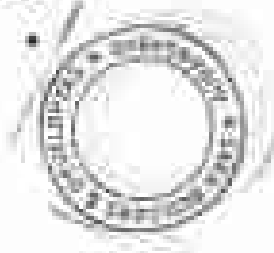
The promoter hereby assures to convey the respective building structure to the respective society within a period of 3 years after occupancy certificate or after obtaining full and final consideration from all Allottee's in respective buildings whichever is later. The promoter further assures that the entire undivided land (hereunder) all residential buildings jointly along with utilities, 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-6g from the local Authority. Conveyance boundaries for the apex body of residential buildings are as per layout mentioned here-with as Annexure-6f.

11. OBLIGATION OF THE ALLOTTEE:-

11.1 SPECIFIC CONSENT (ALONG WITH THIS AGREEMENT)

In accordance with Maharashtra Rent 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-6f.
- 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, sewer, transformer, S.T.P. Storm Water drains, etc. shall remain common for the amalgamated plots.
- Change of unit plans of commercial 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 considered an informed consent)

11.2 POSSESSION OF THE APARTMENT:-

The Allottee hereby agrees 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 constitute a delay of handing over of possession by the Promoter. And in such case the defect liability period shall start from the date of introduction of possession.

11.3 CONSIDERATION AMOUNT:-

After due discussions, diligence and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Said Apartment for a lump sum consideration of Rs. 6.00 Crores to be paid by the Allottee to the Promoter towards the said Apartment hereinafter referred to as the "consideration amount". The promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of said Apartment proportionate price of apartment, items & facilities which is detailed in Schedule-C. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

11.4 PAYMENT SCHEDULE :-

The Allottee hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment schedule more particularly described in Schedule-E.

I.	10%	Banking 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 Floor
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

11.5 EARLY PAYMENT:-

If the Promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand.

No early payment discount will be offered in such case where construction has been completed before the agreed timeline.



(Signature of the Allottee)

(hereby specifically agree to make early payment in case of early completion.)

11.6 TAXES & DUTIES:-

The Allottee hereby agrees and accepts that the consideration Amount excludes expenses for stamp duty, registration fees, service tax (if applicable), VAT (if applicable), G.S.T. (CGST & SGST) or any other tax applicable and in force today levied on the said agreement that all outgoings pertaining to this shall be paid by Allottee separately. If in future any Government or local authority applies any other tax or increases the rates of taxation (either Retroactively or Prospectively), the Allottee shall be liable to pay the same up to the date of tendering over the apartment/ said flat.

11.7 PROVISIONAL MAINTENANCE AMOUNT:-

The Allottee hereby agrees to pay provisional maintenance amount of Rs.2,00,000/- (Rs. Two Lakh Only) including G.S.T in addition to the consideration amount. Taxes & Duties mentioned above towards deposit and maintenance of common amenities / facilities in the project. This amount will be deposited in separate account of society and maintenance expenses will be paid from this amount.

11.8 PAYMENT PERIOD:-

The Allottee hereby agrees to pay the amount of all installments within 15 days from the date of issue / receipt of the demand letter of installment by the promoter. 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 agrees to pay necessary water charges, electricity user meter charges and Augmented municipal corporation / 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 completion 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 thereafter from the society / apex body / the local authorities (as the case may be).



11.12 HAZARDOUS AND DANGEROUS GOODS STORAGE:-

The Alottee 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 Alottee in his behalf, the Alottee shall be liable for its consequences.

11.13 MAINTENANCE OF THE INTERNAL APARTMENT:-

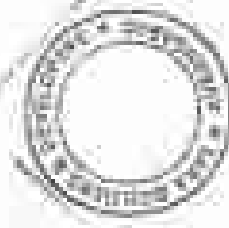
The Alottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the promoter to the Alottee and shall not do or cause to be done anything in or to the building in which the Apartment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

11.14 PRESERVING THE AESTHETICS AND ELEVATION:-

The Alottee shall preserve the aesthetics of elevation of the scheme and an Alottee of the said Apartment shall be entitled to install Air Conditioner Units, Window Air Conditioner Units, use of common passages, lobby 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 Alottee shall not demolish or cause to be demolished the Apartment or any part thereof 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 therein in good and tenurable condition, and in particular, so as to support and protect the other parts of the building in which the Apartment is situated and shall not climb or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parlin or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society at the time may be.



11.16 CLEANLINESS:-

The Alottee shall not throw dirt, rubbish, refuse, 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 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 had 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 ABIDING 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 diagram 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 matters to the Scheme / Apartments, Road / NOC or completion / certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the Allottee under these terms.
- (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.

(S)Force-Majeure



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

Promoter specifically communicates to the Addressee that the Addressee shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local Cheque/drawn in the name of M/s. Sarsa Builders & Developers, or by electronic mode of transfer.

12.3 NEFT/RTGS DETAILS ARE AS UNDER:-

1. Account Holder Name :- "Sarsa Builders And Developers"	
ii. Bank Name	:- "Omprabhat Deern Peoples Co - Op Bank of Hingoli
iii. Branch	:- Aurangabad.
iv. Account Number	:- 301304100001237
v. IFSC Code	:- SVCH0000011
vi. Amount Type	:- Current.

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 Addressee's more particularly described in Schedule-F, until Promoter hands over the maintenance account of the Project to Society and / or Apex Body in 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 Addressee that, if the society is not formed for reasons beyond control of the promoter, and the provisional maintenance amount fund gets exhausted the Addressee 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 Addressee. It is agreed and understood by the Addressee that the Provisional Maintenance Amount payable by the Addressee 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 unpaid maintenance amount received from all the Apartment Addressee's and this maintenance and will not be released 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) in that respective Society and wherein common and environmental Management Plan maintenance accounts will be handed over to the Association as and when it is formed. There will be no interest levied by the Addressee 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 Addressee's and no Addressee 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 aforementioned expenses as and when demanded by the Promoters and / or authority, then same shall be considered as material breach of these persons notwithstanding regular payments 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 agreement 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 or other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture, plantation, railway, 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 supersede all earlier communications.



12.10 ENTRY OF PROMOTER'S STAFF IN THE PREMISES:-

Until the conveyance in favor of the society under the sanction, as the case may be, is executed, the Addressee shall permit the Promoter 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 be required as per direction of the local authority and/or otherwise required in materials and processes the same and condition thereof.

The Addressee is well aware that the Promoter will construct building based on future potential as mentioned Annexure-4. The Addressee agrees that after possession of the said Apartment he shall not create any hindrance / obstruction / objection to the movement of man and machinery required to construct the future buildings of the project.

12.11 WATER CONNECTION AND CHARGES:-

The Addressee 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 provided bore-wells in the project land and shall supply water to the Addressee as long as it is available in the bore well. The Addressee 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 bore-well goes dry and the water available is insufficient, the Addressee 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 Addressee that, the Promoter alone has exclusive ownership rights over the bore well situated in the project land of "SARA GOKULDHAM" the Addressee or anybody claiming through him will not have any right in the well or its water.

(Signature of Addressee)

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 (U) the permission in writing is obtained from the concerned local authority and the Promoter or the Co-operative Society in the case may be shall be kept undisturbed from any petul action at all times.

12.12 None of the actions, omissions or indulgence shown by the Promoters shall be presumed and/or be intended and/or deemed to have been waived their preferential right or the right of presumption or the right of that refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be not shall be construed as a grant, devise or assignment in law, of the said premises or of the said property and building is or any part thereof. The Allottee shall have no claims (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 space, parking, lobby 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 Aamugabad shall have exclusive jurisdiction to try and entertain the disputes arising out of these premises.

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 fee 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. Shri. Balaji Dapla Deshmukh 2. Parvath Ashok Chaudeshus and 3. Shri. Shantaram Dnyaneshwar Chavan. Any One from the above can execute these presents by virtue of registered power of attorney No. AGG-2/3186 Dated 34.07.2017



SCHEDULE-A
(SAID LAND)

All that piece & parcel of Plot No.2 admeasuring 3715.71 Sq. Mtrs. situated in Cat. No.701, village Chikhaltona, Taluka and District Aurangabad along with TDR admeasuring 1496.66 Sq. Mtrs. within the limits of Aurangabad Municipal Corporation, Aurangabad, commonly bounded as under :

On or towards East	=	Balance land of Cat. No. 701.
On or towards West	=	Cat. No. 702.
On or towards North	=	7.50 Mtrs. approach road and open space of layout.
On or towards South	=	Balance land of Cat. No. 701.

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 GOKULDHAM**.

Plot No. _____

Floor. _____

Building Type _____

(carpet area as per notification no. Maharashtra / RegdFile No. 2584/2017 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

DEVELOPMENT WORKS OF THE PROJECT

- Staircases, lifts, lift lobbies, fire escape and main of buildings.
- Entrance Gate and Security
- Electricity meter room
- Water tanks, pumps, meters, ducts and all apparatus connected with installation for operation use.
- Internal roads and driveways
- Landscaping
- Underground water tank & pump room
- Drainage system
- Electricity supply transformer
- Street lighting
- Rainwater harvesting
- Boiler water heating system
- Fire Fighting system

SCHEDULE-D

INTERNAL SPECIFICATIONS OF APARTMENT

1. RCC FRAMED SUPER STRUCTURE

2. Wall

- 6" Thick external by subway brick work and 4" thick by subway bricks.
- Neer finish internal plaster
- Sand faced single coat external plaster

3. Doors and Windows

- RCC door frames in all rooms with oil painted flush door.
- Metal door wooden frame with attractive luminous and good quality fittings.
- 3 track powder coated aluminum windows with Mosquito net along with oil painted safety grills.

4. Electrical fittings

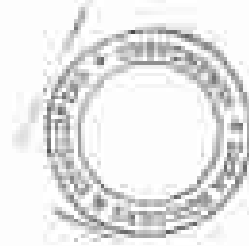
- Cased electrical distribution with Kolers KBC switches or equivalent.
- MCCB (miniature circuit breaker)
- T.V. and telephone point in living room.

5. Tiles

- 24" x 24" Joint free ceramic tiles in all the rooms.
- Dado up to hand level in bathrooms and kitchen.
- Green marble kitchen sets with F.S. sink

6. Plumbing

- Cased plumbing with hot and cold running unit.
- One up fitting in washing.



7. Column

- External – Semi any fix point
- Internal – (C) Round Glasspanes

6. LOFT, ONE LOFT IN KITCHEN

SCHEDULE-E
(PAYMENT SCHEDULE)

I.	10%	Banking 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.	30%	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)

1. Building housekeeping
2. Building Security

X. Electricity charges for :

- Lift
- Passage area lighting
- Any other electrical appliances instalment for the respective building :

Annual maintenance charges for :

- Lift
- Solar water heater

Common Area Maintenance

1. Common area housekeeping

2. Common area security

3. Electricity Charges for :

- Street Lighting
- Open space
-

4. Annual maintenance charges for :

- Fire fighting
- Water pumps
- Diesel generator

5. Water charges for tanker, water tax etc.

6. Diesel expenditure for generator

7. Facility Manager & supervisory staff and his admin expenses

8.



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

PROMOTER / OWNER / SELLER

M/s. Savi Builders & Developers
Through its Partner:-
Shri. Nilesh Sharmad Agrawal



CONSENTING PARTY :-

M/s. Savi Properties
Through its Partner:-
Shri. Nilesh Sharmad Agrawal

ALLOTTEE

Name :- _____

Name :- _____

WITNESSES:-

1. Shri. _____

Age :- _____, Gen :- _____

Add :- _____

2. Shri. _____

Age :- _____, Gen :- _____

Add :- _____

