05. That the construction of the building will be in accordance with the revised, approved & sanctioned plan issued by Aurangabad Municipal Corporation, Aurangabad. However, the Builder /Developer shall be entitled to make any modification in the said plan as he found necessary, just and proper for the construction of the building.

If Extra work or alteration within the apartment under sale is/are likely to executed by the purchaser, he / she / they will have to take return consent from the Builder /Developer, and Builder /Developer shall permit the same if he found permissible & shall not be binding upon the Builder /Developer. If the Builder / Developer allows for execution / construction of such extra work or alteration, then, it shall be charged separately and such extra charges should be paid seven days before execution of the same & in accordance with the work schedule & estimate given by and to the Builder / Developer . And also, if any item of work, accessories, fittings, etc. with respect to the sanction plan & specification mentioned in this agreement to sale document is / are replaced, cancelled or deleted / omitted by the purchaser, the deduction shall not be made in the consideration amount mentioned here above.

06. After the completion or possession of construction of the apartment under sale , some times in the natural course, superficially very minor cracks may develops in the wall/plaster of the building internally/externally due to elastic deformation, moisture, creep chemical reactions, climatic changes, compressive nature of cement, thermal variations, earthquakes, source water impurities in sand etc. or for any other reason/s. The purchaser/s shall never consider this as a fault in the construction and as such, if the purchaser/s wants to rectify the same then he / she / they have to do the same at his / her / their own cost and labor only.

07. That, in future if the Floor Space Index (FSI) or Transfer of Development Rights (TDR) is granted by the Aurangabad Municipal Corporation, then the area available for additional construction on the present structure will be utilised by the Owner & Builder/Developer only and the Owner & Builder/Developer can transfer said FSI / TDR from the above mentioned building to another property or can sell the said FSI / TDR to the respective persons who are interested to purchase it and the purchaser / s of the unit / tenement shall have no right in the said FSI / TDR.

08. That, the work of the construction of the buildings have already been commenced by the Builder / Developer and will be completed within Twenty Four (24) months from the date registration of this Agreement by the Builder/Developer, if the completion is delayed due to any reason beyond the control of the Developer & Builder / Developer and like wise the above referred restricted period shall be deemed to be extended accordingly.

09. That, the construction of the apartment will be with standard quality material, however, the specifications of the material to be used and construction of the apartment and particularly, apartment under sale and amenities to be provided for the same are given in Schedule - "C" annexed hereinafter.

10. That, the purchaser / s will also have to pay additionally all the expenses to avail individual electricity connection, water connection and the respected accessories/fittings, labor required to the apartment including the proportionate expenses of service line charges before the possession of the apartment under sale.

11. That, the purchaser/s has to pay all the expenses required for the execution and registration of this deed of sale in his / her / their favour and also agreed to Share money / Maintenance deposits in respect of the

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Association. Further the Purchaser/s has paid as an individual share contribution of amount Rs. 75,000/- (Rupees Seventy Five Thousand Only) through cheque No.002442 drawn on Dwarkadas Mantri Nagari Sahakari Bank Ltd. Branch Jalna Road Aurangabad towards **"maintenance charges"** for the entire common amintity/utility areas of the building/project **"Vastu Pratibha Residency"** amounting of before registration of **"Sale Deed"** or **"Possession"** of the unit under sale which comes earlier. The purchaser/s shall also observe and perform all the stipulations and conditions lay down by the Association regarding the occupier and the use of apartment in the buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of the aforesaid agreement to sale and sale deed.

12. That the apartment under sale shall be governed by the provisions of Maharashtra Apartment Ownership Act, 1970 and all the terms and conditions of Deed of Declaration referred above and in the by-laws given and the rules will be applicable to the purchaser / s. The purchaser / s has read the deed of declaration referred supra and is aware about the contents of the same.

That the Builder / Developer is providing the water and drainage system to the **"Vastu Pratibha Residency"** Apartments condominium as described under:-

a. Every family unit holder will get water supply from bore/tube well through common underground & overhead water Storage Tank.

b. It is declared and clarified that water supply will be provided only from available sources mentioned above & Owner and Builder / Developer shall not be held responsible in case of delayed or inadequate water supply from above source.

c. That , the said building, if does not underground drainage system laid by the Municipal Corporation before completion or possession of apartment under sale, then the Builder / Developer will provide the drainage system by way of constructing underground septic tank within the plot. In future, if the Corporation provides the drainage system up to the said building i.e. **"Vastu Pratibha Residency"**, the respective apartment owners at the relevant time shall have liberty to connect the drainage system of the aforesaid building to the main drainage connection of Municipal Corporation at apartment owner's own cost and labor.

d. It is also declared and clarified that, the water tax/charges levied by the competent authority in future and/or AMC from time to time for common supply connection shall be contributed by each apartment / unit holder as decided by the **"Vastu Pratibha Residency Apartment Owners Association"**.

The Purchaser / s is / are well aware of the aforesaid common water supply, drainage system and laid conditions of the revised sanctioned plan issued by the Aurangabad Municipal Corporation and hence he / she / they is / are ready to enter in to this agreement to sale.

13. That, according to the maintenance structure of the **"Vastu Pratibha Residency"** Apartment, condominium every unit holder shall be liable to pay monthly contribution as decided by the management body (Association of Persons or maintenance society) formed / registered of and as the **"Vastu Pratibha Residency"** Apartments Owner's Association Aurangabad, towards monthly maintenance charges. The monthly contribution will be payable by every unit holder(s) irrespective of the fact that whether they actually used the unit purchased by them or not. It is made clear that no

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monthly contribution will be payable in respect of unsold units by the Builder / Developer.

14. That, The Purchaser / s shall not transfer or assign, part with the interest or possession of the property under this agreement prior to execution of sale deed without the prior permission in writing from the Vendor / Builder/Developer.

The Purchaser/s **shall not have any rights** to hold any religious / domestic or commercial / political functions/meeting/s in/within plot premises i.e. common areas (terraces, lobbies, staircase, common parking, side margin of building etc.) without a previous written consent of the **"Vastu Pratibha Residency Apartment Owners Association"** and in no case the Purchaser/s shall dig / make or erect any temporary or permanent structure for worship or for any reason in the common areas of the **"Vastu Pratibha Residency"**. Further, the Purchaser/s shall not be entitled to put or plug any kind of Flag/s in the galleries, windows etc. as individual apartment or at any part of whole building or within the plot premises of the building **"Vastu Pratibha Residency"**.

15. That, on completion of the apartment under sale with all respect, the purchaser / s shall be given intimation by the Vendor / Builder/Developer and within a week from the date of issue of the said intimation, the purchaser / s will have to pay and clear all the dues towards the price of the apartment / unit and get the conveyance deed executed and registered in his / her / their favor at his / her / their own cost and take the possession of the apartment. The address of the communication of the Vendor / Developer & Builder and the Purchaser / s is mentioned in the title clause. Even if the purchaser / s fails to obtain the possession of the apartment under sale by paying all dues of the Developer & Builder, within a week of intimation, he / she / they will be liable to pay all the recurring charges of the apartment under sale, such as charges of the Association, maintenance charges, Municipal Taxes as common liability etc.

16. That, from the date of possession of the apartment, the purchaser / s will be bound to pay all the Municipal Taxes and other taxes attributable to the apartment purchased by him / her / them, whether assessed separately or jointly.

17. That, in the event of the sale not being completed due to any willful default on the part of the Purchaser /s , the Vendor & Builder/Developer shall have the right to require specific performance by the Purchaser /s of this Agreement or alternatively to forfeit the earnest money and to require the Purchaser/s to pay to the Builder/Developer the costs incurred by the Builder/Developer from the commencement of the negotiations of the sale of the said property till the date of the cancellation by the Builder/Developer of this Agreement but no further or other damages shall be paid by the Purchaser/s.

18. The purchaser / occupant(s) shall not do anything within or outside his unit that interferes with or impairs the utility services serving these easements. The **"Vastu Pratibha Residency"** Apartment Owner's Association or its servants or agents shall have a right of access to each unit to inspect the same, to maintain, repair or replace the pipes, wires, ducts, cables, consuit and other facilities running through the unit and to employed medications interfering with or impairing the utility services or easements, with prior intimation to the purchaser / occupant(s).

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19. The Purchaser/s with intention to bind him / her / them self and all persons into whomsoever handover the said premises and his / her / theirs successors-in-title doth hereby covenant with Vendor & Builder / Developer as follows :—

(a) To maintain the said unit at purchaser's cost in good and tenantable repair and condition from the date of possession of the said unit being taken by him / her / them and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said unit is / are situated, which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises are situated.

(b) Not to store in the said premises 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 said premises are situated or stacking of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors or bring down which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or by default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser/s whatsoever.

(c) To carry out at his/her/their own cost, all internal repairs to the said unit and maintain the said unit in the same condition as individual, state and order in which they were delivered by the Builder / Developer to the Purchaser/s and in tenantable repair and shall not do or allow or suffer to be done anything in the said unit or to the building in which the said unit is / are situate, or carry out the repairs and changes in the said unit which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the unit above, below and either sides of the said unit. In the event of the purchaser/s committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

(d) Not to demolish or cause to be demolished the said unit 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 unit or any part thereof nor any alteration in the elevations peripherally, and outside colour scheme of building in which the said premises are situated and shall keep the unit, sewers, drains, pipes in the said unit and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC wall/pardies or other structural members in the premises without prior written permission of the Builder / Developer and/or society or the local authority as the case may be.

(e) Not to cause any such act thereby causing any damage to the RCC structures, flooring, common or compound wall/s and other items existing within the plot premises and thereby cause any damage to the building as a whole.

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