AGREEMENT TO SALE

Zone No.	@ Rs. /- per Sq.mtr.
Government value	Rs. /-
Actual consideration	Rs. /-
Date of execution of this Agreement	
Place of execution of this Agreement	Aurangabad.

BETWEEN

M/s. Everest Bajaj Combines, through its Partners

1. Mr. Chiranjilal Nankram Bajaj,
   Age: 57 Years, Occu: Business,
   R/o Plot No. 143,Sindhi Colony,Jalana Road,
   Aurangabad.
   (PAN NO. ABOPB 7099K)
2. Mr. Bhaskar Shankarrao Choudhary
   Age: 47 Years, Occu: Business,
   R/o B-14,Ashok Vihar,Vedant Nagar,
   Aurangabad.
   (PAN NO. AAMPC 0769M)

(Hereinafter received to as 'Owners/Promoter/s', which expression shall mean and include his successors, legal representatives and assignees in interest)

…….Party on the First Part

AND

Shri. Vikas Laxman Chaudhary
Prop. of M/s Vikas Developers
Age 49 years, Occu.: Business
R/o. Aurangabad,
(PAN No. ADNPC8590P)
hereinafter referred to as "the Promoter/Vendor of the **One Part**

AND

1. **----------**
Age : -- years Occupation : ----------
R/o.: ----------.
(PAN NO. ----------)

2. **----------**
Age : -- years Occupation : ----------
R/o.: ----------.
(PAN NO. ----------)
hereinafter referred to as " the Flat Purchaser" of **the other Part**.

TITLE FLOW OF THE PROPERTY

1. In view of the 7/12 Extract of Gut No. 103 issued by the concern Talathi in the year 1982, the property Land admeasuring 81R out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad, was owned and possessed by Shri. Deorao Kisan Kamble, Shri. Vitthal Kisan Kamble and Smt. Harnabai Kishan Kamble.
2. That, Shri. Deorao Kisan Kamble, Shri. Vitthal Kisan Kamble and Smt. Harnabai Kishan Kamble have executed Registered Sale Deed bearing No. 2256, dtd. 16.04.1985, in favour of Shri. Rameshchandra Vitthaldas Jariwal and Shri. Krushnamohan Gangadas Shah with respect to Land admeasuring 81R out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
3. That, Shri. Rameshchandra Vitthaldas Jariwal and Shri. Krushnamohan Gangadas Shah have executed Registered Sale Deed bearing No. 1367, dtd. 03.09.1993, in favour of Nirami Sahakari Gruh Nirman Sanstha through its Chairman Shri. Rameshchandra Vitthaldas Jariwal with respect to Land admeasuring 61R out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
4. That, Shri. Rameshchandra Vitthaldas Jariwal and Shri. Krushnamohan Gangadas Shah have executed Registered Sale Deed bearing No. 1264, dtd. 21.07.1993 in favour of Nirami Sahakari Gruh Nirman Sanstha through its Chairman Shri. Rameshchandra Vitthaldas Jariwal with respect to Land admeasuring 20R out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad

5. On the basis of above referred Sale Deed the revenue authority has sanctioned the mutation bearing No. 1609, and recorded the name of Nirami Sahakari Gruh Nirman Sanstha on 7/12 Extract of Gut no. 103, has the owner and possessor of the Land admeasuring 81R out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

6. That, the Deputy Director Co-Op. Society Aurangabad vide his Order bearing No. 211, dtd. 29.12.2010, has granted permission to Nirami Sahakari Gruh Nirman Sanstha towards Sale of the land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

7. That, Nirami Sahakari Gruh Nirman Sanstha through its Chairman Adv. Satish Bhagwantrao Talekar, Shri. Sanjay Gangadhar Patil & signed by Adv. Satish Bhagwantrao Talekar, Shri. Sanjay Gangadhar Patil, Shri. Sandusingh Gannusingh Rajput, Dr. Geeta Sardarsingh Sevagan, Dr. Megha Sardarsingh Sevagan, Shri. Pawan Sardarsingh Sevagan, Shri. Alok Satish Talekar, Shri. Satish Bhagwantrao Talekar, Adv. Hemlata Satish Talekar, Adv. Gururaj alias Satish Bhagwantrao Talekar, Dr. Varsha Sardarsingh Sevagan, Dr. Anjali alias Shri. Varsha Sardarsingh Sevagan, & Miss Pradhnya Satish Talekar have executed Registered Sale Deed bearing No. 275, dtd. 25.01.2011, in favour of M/s. Everest Bajaj Combines with respect to the land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad

8. That, M/s. Everest Bajaj Combines has executed Registered Development Agreement, bearing No. 6599, dated 22.08.2011, in favor of M/s. Vikas Developers, through prop. Mr. Vikas Laxman Chaudhary, with respect to the land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

9. That, the Municipal Corporation Aurangabad has granted permission for construction as per the approved map of construction, vide its Commencement Certificate bearing file No. 711/17/2011-12, dtd. 25.05.2012 revised on 28.01.2015 vide File No. 761/17/2014-15, in the name of M/s. Everest Bajaj Combine, through GPA Mr. Vikas Laxman Choudhari, with respect to the land Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

10. That, the Dy. Director Town Planning, Municipal Corporation Aurangabad has approved the Map of Construction, with respect to the land Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

11. That, M/s. Everest Bajaj Combines has executed Registered Irrevocable Power of Attorney, bearing NO.6600, Dt.22.08.2011, in favor of M/s. Vikas Developers, through prop. Mr. Vikas Laxman Chaudhary, with respect to the

land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

NAME OF THE PROJECT

" Sai Nakshtra"

DETAILS OF THE PROJECT

The Promoter/Vendor has proposed to construct new multistoried building consisting of following details

Number of Units	112
Residential Units/Flats	112
Number of Floors	Parking+7
Name of the Building	"Sai Nakshtra"
Description of Plot on which the building is constructed	Land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad

AND WHEEREAS the Promoter/Vendor has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter/Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Vendor accepts the professional supervision of the Architects and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above referred Development Agreement the Promoter/Vendor along with M/S Everst Bajaj Combine has the sole and exclusive right to sell the flats in the said building to be constructed by the Promoter/Vendor on the said land and to enter into Agreement/s with the purchaser/s of the flats to receive the sale price in respect thereof;

AND WHEREAS the Flat Purchaser demanded from the Promoter/Vendor and the Promoter/Vendor has given inspection to the Flat Purchaser of all the documents listed in ANNEXUE D of title relating to the said land & has also provided the one set of Photo Copy to the Flat Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter/Vendor, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter/Vendor to the said land on which the flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked **Annexure 'A', 'B' & 'C'**, respectively.

The Flat Purchaser has/have examined the title, rights, interest, claims of the Promoter/Vendor to the said land and has seen the documents of title in the Promoter/Vendor's possession. The Purchaser has/have fully satisfied with the Promoter/Vendor's right, interest and title in the property.
The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the lay-out plan of housing scheme, proposed internal roads, amenities, facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS the Promoter/Vendor has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Vendor while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter/Vendor has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS Further the owner & developer has obtained the construction permission under group housing scheme which consists 3 towers i.e. Building No., "A", Building No. "B" & Building No "C" accordingly the developer has also mentioned the area statement of all three towers/buildings in the above referred Registered Deed of declaration.

AND WHEREAS The Owner & developer has constructed the two towers A & B & completed its entire development work & has already applied for the part completion i.e. to the extent of building No "A" & "B". The Owner and Developer has decided to construct remaining all potential permissible FSI in second phase of the project & the Promoter shall obtain revised construction permission from the Aurangabad Municipal Corporation & shall commence the construction in future & will execute revised deed of declaration in that cause.

AND WHEREAS the Flat Purchaser applied to the Promoter/Vendor for allotment to the Flat Purchaser of Flat No.----, having carpet area admeasuring ----- Sq. Meter, on ---------- Floor, -in the building known as "Sai Nakshtra" constructed on Land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of **Rs. ----------/- (Rupees ---------- only)** upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter/Vendor a sum of **Rs. ----------/- (Rupees ---------- only)**, by cheque detailed as below :-

Sr. No.	Amount in Rupees	Cheque/Pay Order/RTGS No.	Date	Name of the Bank
1				
2				

being part payment of the sale price of the flat agreed to be sold by the Promoter/Vendor to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Vendor both hereby admit and acknowledge) and the Flat Purchaser has agreed to pay to the Promoter/Vendor the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter/Vendor is required to execute a written agreement for sale of said flat to the Flat Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoter/Vendor shall construct the said building/s consisting of **multiple floors** on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time:

2. Provided that the Promoter/Vendor shall have to obtain prior consent in writing to the Flat Purchaser in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due change in law.

3. The Flat Purchaser hereby agreed to purchase from the Promoter/Vendor and the Promoter/Vendor hereby agrees to sell to the Flat Purchaser one Flat Purchaser of Flat No.----, having carpet area admeasuring ----- Sq. Meter, on ---------- Floor, -in the building known as "Sai Nakshtra" constructed on Land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad (which is inclusive of the area of balconies) as shown in the Floor plan thereof hereto annexed and marked **Annexure D**/ Flat No.----, having carpet area admeasuring ----- Sq. Meter, on ---------- Floor, in the "Sai Nakshtra". Building (hereinafter referred to as "the Flat") for the price of **Rs. ----------/- (Rupees ---------- only)** which includes the proportionate price of the common areas, facilities appurtenant to the premises, and common Parking Space the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Flat Purchaser hereby agrees to pay to that Promoter/Vendor the balance amount of purchaser price of **Rs. ----------/- (Rupees ---------- only)** having been paid to the Promoter/Vendor on or before the execution of this Agreement in the following manner:-

Sr. No.	Amount in Rupees	Payment Stage
1.		10% of the transaction price to be paid to the Promoter on or before the execution of Agreement
2.		30% of the transaction price after execution of this Agreement to Sale
3.		45% of the transaction price to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit/Flat is located
4.		70% of the transaction price to be paid to the Promoter on completion of the slabs etc.
5.		75% of the transaction price to be paid to the Promoter on completion of the walls, etc; of the said Unit/Flat.
6.		80% of the transaction price to be paid to the

		Promoter on completion of internal plaster, etc of the said unit/Flat.
7.		85% of the transaction price to be paid to the Promoter on completion of the external plaster, concealed plumbing etc. of the said Unit/Flat.
8.		(95% of the transaction price to be paid to the Promoter on completion of tiling, door fitting, etc; of the said unit.
9.		Remaining Amount at the time of handing over of the possession of the Unit /Flat.

The Promoter/Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handling over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Unit.

4. The Promoter/Vendor hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter/Vendor has/have absolute, clear and marketable title to the said land so as to enable him to on the execution of a conveyance of the said land by the Promoter/Vendor in favour of the said Assosciation.

5. The Flat Purchaser agrees to pay to the Promoter/Vendor interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the purchaser /s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as consideration of delay by the Promoter. The amount of interest may be informed to the purchaser /s from time to time or on completion of the said project/apartment, and the purchaser /s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

6. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter/Vendor under this Agreement (**including his/her proportionate share of taxes levied by concerned local authority and other outgoings**) and on the flat Purchaser

committing breach of any of the terms and conditions herein contained, the Promoter/Vendor shall be entitled at his own option to terminate this Agreement:

Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter/Vendor unless and until the Promoter/Vendor shall have given to the Flat Purchaser Fifteen days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Flat Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Vendor shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter/Vendor but the Promoter/Vendor shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter/Vendor, the Promoter/Vendor, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter/Vendor may in his absolute discretion think fit.

7. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particulars like brand, or price range to be provided by the Promoter/Vendor in the said building and the Flat are those that are set out in Annexure 'E' annexed hereto.

8. The Promoter/Vendor shall give possession of the Flat to the Purchaser on or before 31.12.2019**.** If the Promoter/Vendor fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of **the Real Estate (Regulation and Development) Act, 2016**, then the Promoter/Vendor shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with interest at a rate as may be prescribed by the Housing Regulatory Authority per annum from the date the Promoter/Vendor received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that disputes as to whether stipulations specified in the Act. Till the entire amount and interest thereon is refunded by the Promoter/Vendor to the Flat Purchaser there shall, subject to prior encumbrances if any, be a change on the said flat as well as the construction or building in which the Flats are situated or were to be situated:

Provided that the Promoter/Vendor shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-

(i)	Non-availability of steel, other building material, water or electric supply;
(ii)	War, Civil Commotion or act of God;
(iii)	Any notice, order, rule, notification of the Government and/or other public or competent authority, any prohibitory order of any court against development of property
(iv)	Delay by Government officials in giving the Occupancy Certificate
(v)	In any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project
(vi)	Delay in grant of any OC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road/Fire Fighting Equipments
(vii)	Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project

9. The Flat Purchaser shall take possession of the Flat within **15** days of the Promoter/Vendor giving written notice to the Flat Purchaser intimating that the said Flats are ready for use and occupation:

   The Purchaser can contact the Developer in writing within one year of technical possession to demand after self service if any deficiency in the project noticed like plumbing defects, leakages.

   The Promoter will be liable for R.C.C. structural defects for five years, except the following defect liabilities.

   • DEFECT LIABILITY

   a. If within a period of five years from the date of handing over the Apartment to the Unit/Flat Purchaser, the Unit/Flat Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are 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 Unit/Flat Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

   b. Provided however, that the Unit/Flat Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase 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 Unit/Flat Purchaser/s 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 the 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/s caused on account of wilful neglect on the part of the Promoter, 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 Unit/Flat Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

d. Further where the manufacturer warranty as shown by the developer to the Unit/Flat Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Unit/Flat Purchaser/s the promoter shall not be responsible for any defects 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 equipment's, 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 and the common project amenities wherever applicable.

f. That the Unit/Flat Purchaser has been made aware and that the Unit/Flat Purchaser expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

g. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Unit/Flat Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

10. The Flat Purchaser shall use Flat or any part thereof or permit the same to be used only for purpose of Flats/Unit. He shall use the parking space only for purpose of parking.

11. The Flat Purchaser along with other purchasers of flats in the building shall Association to be known as "Sai Nakshtra" and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the formation of Association , so as to enable the Promoter/Vendor to register the organization of Flat Purchaser under section 17(2) of **the Real Estate (Regulation and Development) Act, 2016**,. No. objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies, or the Registrar of Companies,/Association as the case may be, or any other Competent Authority.

12. Within 15 days after notice in writing is given by the Promoter/Vendor to the Flat Purchaser that the Flat is ready for use and occupation, the Flat purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the flat) the Flat Purchaser shall be the Flat) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building. The Flat purchasers shall pay regularly monthly charges of his share towards maintenance expenses of apartment building such as electricity charges of common meters, lifts & its maintenance, security charges, watchman, cleaning swiping charges, garden charges, water charges, other incidental repair charges, all Govt. duties or charges towards the building, etc

    Until the Association is formed and the said land and building/s transferred to it, the Flat Purchaser shall pay to the Promoter/Vendor such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoter/Vendor provisional monthly contribution of Rs. 2000/- Per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter/Vendor shall not carry any interest and remain with the Promoter/Vendor until formation of association. Subject to the provisions of section 19 (6), (7), (8), (9), (10) & (11) of **the Real Estate (Regulation and Development) Act, 2016**, on such conveyance/assignment of lease

being executed the aforesaid deposits (less deductions provided for this Agreement shall be paid over by the Promoter/Vendor to the association. The Flat Purchaser undertakes to pay such provisional monthly contribution month in advance and shall not withhold the same for any reason whatsoever.

13. The Developer in compliance of the provisions of Apartment Ownership Act, 1970 has executed the deed of declaration U/2-A of the said act and subject thereto, it is hereby expressly agreed and declare that the purchasers of all the flats and premises in the said building including the purchaser herein shall join and form an association as contemplated by the said act and the purchaser agrees to join such association, on the completion of the building and receipt by the Developer of the full price of all the flats/ car parking places and other presses in the said building under this and similar agreements in respect thereof and all the charges and deposits payable each purchaser to the Developer under this agreement and similar agreements with other apartment purchasers the Developer shall convey and assign all his rights, title and interest in each apartment to each purchaser including the purchaser herein free from all encumbrances. All the legal expenses including the expenses of stamp duty and Registration Charges will be borne by the purchaser alone.

14. It is clearly understood by the purchaser that, the Maharashtra Apartment Ownership Act, 1970, extends to the whole of state of Maharashtra. The said Act came in to the force in such areas on such dates as the State Govt. may, by Notification in the official Gazette appoint and different dates may be appointed for different areas. The said Act is applicable within the limits of Municipal Corporation, Aurangabad.

15. It is clearly understood by the purchaser that the Developer has submitted his project to the provisions of Maharashtra Apartment Ownership Act,1970. The Maharashtra Legislature has passed two Acts of 1963 & 1970, governing the ownership flats, but their functions & field of operations are different and the difference is as below :

16. The Flat Ownership Act, 1963 namely relates the flat owners who form co-op. Hsg. Society, while the flat owners under the Apartment Ownership Act, 1970 are independent owners of their flats & not subject to any body like a society. The condominium form by the Association of the Flat owners is only for regulating their mutual relations and has no existence like Co-op. Society. The Flat Ownership Act, 1963 & the Maharashtra Apartment Ownership Act,1970, are not exclusively of each other but they are complementary to each other.

17. The Developer shall be the promoter in respect of the said construction work within the meaning of the Maharashtra Apartment Ownership Act, 1970. The Promoter has already submitted the project to the provisions of the Maharashtra Apartment Ownership Act 1970, by executing the registered Deed of Declaration. After issuance of the completion Certificate by the Aurangabad Municipal Corporation, the Promoter shall execute the Deed of Apartment/Sale Deed in favour of the each of the flat/unit Purchaser & each of the apartment/Flat/unit owner shall be entitled to the exclusive ownership & possession of his apartment/flat/unit as provided in the Maharashtra Apartment Ownership Act, 1970, in such cases it shall not be lawful to form any co-op society under the Maharshtra Co-Op Societies Act 1960 or 1963. The Promoter under this agreement & the proposed Registered Deed of Apartment/Sale Deed has transferred the undivided proportionate title in the common areas in favour of the each of the unit/Apartment/Flat Purchaser as well as in favour of the Association of flat owners hence no independent/separate Conveyance Deed is required to execute in favour of the Association of flat owners. The Promoter under this Agreement has already handed over all the project documents & Plans, proportionate title in the common areas to the Purchaser as well as to the Association of the Flat/Apartment/Unit Owners.

18. On and from the appointed day, the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963, has repealed by the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) & the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) is repealed by the Real Estate (Regulation and Development) Act 2016 (RERA Act). The Maharashtra Apartment Ownership Act 1970, has not been repealed. However, in case of inconsistent provisions, the provisions of the RERA Act shall prevail.

19. It is agreed in between the parties that after formation of the elected body of the Apartment Owner's Association, the promoter shall inform the Registrar of Societies, as defined in the Maharashtra Apartment Ownership Act, 1960, as soon as possible.

20. In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council or Municipal Corporation, Aurangabad, then the area available for additional construction will be utilized by the Developer alone and the Developer can transfer said FSI from the said building to another property or can sell the said FSI to the respective purchaser who are interested to purchase it & to put additional

construction on the said building as may be allowed by the municipal corporation and to sell or otherwise deal with same.

21. The developer has constructed two building namely 'A' & 'B' as per the sanction plans and consumed partial permissible FSI. He has completed the construction in all respect and submitted the project for part completion to the corporation and developer/owner has decided to construct all the balance FSI & future permissible FSI in the Second Phase by obtaining revise construction permission for the same. The owner/developer will amend the deed of declaration as per revise construction permission for all the permissible FSI and under this agreement flat/unit purchaser/s are giving their unconditional consent for revise construction permission amendment in deed of declaration and all other activities & deeds require to complete the construction work of Second Phase.

22. That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time till all units in are sold and transferred to the prospective purchasers. No purchaser will be entitled to object for such amended declaration.

23. There is provision of common covered parking on Ground Floor for the flat holders of the building of the project and it will be allotted to the flat owners of building through lucky draw by the association of respective building.

24. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Vendor the following amounts:-

Sr. No.	Amount in Rupees	Particulars
i		for legal Charges.
ii		for proportionate share of taxes and other charges.
iii	As Applicable	GST/Taxes
Total Amount		Rs.

25. The Promoter/Vendor shall utilize the sum of Rs. ----------/- paid by the Flat Purchaser to the Promoter/Vendor for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter/Vendor in connection with formation of the association, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance Deed.

26. The purchaser shall pay all types of taxes, duties, charges attributed to his flat levied by the Govt./Semi-Govt/Corporation/bodies.

27. The material used and the specifications adopted for the said flat are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the flat he should convey the same to the developer/promoter before the work of the said item is started & he will have to bear the extra cost including material, labours & supervision charges in advance.

28. The Flat Purchaser/s or himself/themselves with intention to bring all persons into whosoever is hands the Flat may come, hereby covenants with the Promoter/Vendor as follows:-

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

(b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrance of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter/Vendor to the Flat Purchaser and shall not do or suffer to be done anything in or to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable

for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter/Vendor and/or the association.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the Flat is situated or any part thereof whereby any increased premium shall becomes payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.

(g) Pay to the Promoter/Vendor within Fifteen Days of demand by the Promoter/Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

(h) To bear and pay increase in local taxes, Water Charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser to any purposes other than for residential purpose.

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

(j) The Flat Purchaser shall observe and perform all the rules and regulations which the 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 flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(k) Till a conveyance of the building in which Flat is situated is executed the Flat Purchaser shall permit the Promoter/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

29. The Promoter/Vendor shall maintain a separate account in respect of sums received by the Promoter/Vendor from the Flat Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation space, will remain the property of Promoter/Vendor until the said land and building is transferred to the Association or other body as hereinbefore mentioned.

31. Any delay tolerated or indulgence shown by the Promoter/Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoter/Vendor shall not be construed as a waiver on the part of the Promoter/Vendor of any breach or non-compliance of any of the terms & conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Vendor.

32. The Flat Purchaser and/or Promoter/Vendor shall present this Agreement as well as conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Vendor will attend such office and admit execution thereof.

33. If in future any FSI increases, in that case the Promoter/Vendor shall have every right to construct the said FSI on the balance land of project and the Flat Purchaser under this Agreement has given his unconditional written consent for the same.

34. If Promoter/Vendor shall make any changes in the elevation, sanction plan, floor plan or obtain any revised sanction from the Aurangabad Municipal Corporation, in that case, Promoter/Vendor shall have every right and liberty to make necessary changes in the Deed of Declaration as well as in the percentage of proportionate share of the flat purchasers in the plot and common areas and amenities of the project and the purchaser under this Agreement has given his written consent for the same & if in future Promoter/Vendor wants to execute revised Deed of Declaration in that cause he has full authority, right & liberty to execute the same. Further under this Agreement, the purchaser undertake & assures to the Promoter/Vendor that in the said cause, if the Promoter/Vendor needs to execute any correction deed to this Agreement as well as any other document the purchaser shall cooperate to the Promoter/Vendor for the execution of the said documents.

35. All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A.D./ Under Certificate of posting at his/her address specified below:

1. ----------
2. ----------
R/o.: ----------
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36. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace Flat Purchaser. The Said terrace shall not be enclosed by the Flat Purchaser till the

permission in writing is obtained from the concerned local authority and the Promoter/Vendor or the association.

37. No unit holder of "Sai Nakshtra", Apartment Condominium shall post any advertisement or posters of any kind in or on the building. Holder of tenements shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the "Sai Nakshtra", Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the "Sai Nakshtra", Apartment Condominium. It is prohibited to throw garbage or fresh outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or fresh shall be collected in a Vessel and thrown in the Municipal Dustbin. No Owner or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning units/flats, etc. on the exterior of the "Sai Nakshtra", Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor

38. This Agreement shall always be subject to the provisions of **the Real Estate (Regulation and Development) Act, 2016** and the rules made thereunder/said Act and the rules made thereunder.

FIRST SCHEDULE

Land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad, bounded by.

Bounded as under :

EAST	**Part of Gut No. 103.**
WEST	**Part of Gut No. 103.**
SOUTH	**Part of Gut No. 103.**
NORTH	**Part of Gut No. 103.**

SECOND SCHEDULE

Flat No.----, having carpet area admeasuring ----- Sq. Meter, on ---------- Floor, -in the building known as "Sai Nakshtra" constructed on Land, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

Boundaries as under :

EAST	
WEST	
SOUTH	
NORTH	

ANNEXURE A

Name of the Advocate	Adv. Anand Umrikar
Address	Plot No. 71, New SBH Colony, Shahnoorwadi, Aurangabad
Date	
CERTIFICATE	
This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in my opinion the title of M/s. Everest Bajaj Combines through it partners & M/s. Vikas Developers, through prop. Mr. Vikas Laxman Chaudhary is absolute, clear, good & marketable title over the property referred under the schedule in the project known as "Sai Nakshtra ", to be Constructed on Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad	
The Schedule Above Referred to	
Land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad, on which the project "Sai Nakshtra" is going to be constructed	
Place: Aurangabad	Signature of the Advocate
Date :	

	Adv. Anand Umrikar

ANNEXURE B

1. 7/12 Extract of Gut No. 103 issued by the concern Talathi.
2. Registered Sale Deed bearing No. 2256, dtd. 16.04.1985.
3. Registered Sale Deed bearing No. 1367, dtd. 03.09.1993.
4. Registered Sale Deed bearing No. 1264, dtd. 21.07.1993.
5. Registered Sale Deed bearing No. 275, dtd. 25.01.2011.
6. Order bearing No. 211, dtd. 29.12.2010.
7. Registered Development Agreement, bearing No. 6599, dated 22.08.2011.
8. Commencement Certificate bearing file No. 711/17/2011-12, dtd. 25.05.2012.
9. Commencement Certificate bearing file No. 761/17/2014-15, dtd. 28.01.2015
10. Approved Map of Construction.
11. Registered Irrevocable Power of Attorney, bearing NO.6600, Dt.22.08.2011.
12. Registered Deed of Declaration bearing No. 2107, dtd. 30.05.2012.

ANNEXURE C

.Structure	R.C.C. Framed structure
.Walls	.Outer wall 150 mm thick, Inner wall 115 mm thick with Brick wall.
.Flooring	.Vitrified 2' X 2' Flooring for All Rooms

.Doors	.Main Door – Ply frame with laminate and shutter with one side laminate. .Internal Door – Flush door with both side oil painting.
.Kitchen	.Granite top Kitchen Platform 10' length with S.S. Sink and 4' dado above platform
.Window	.Powder coated 3 track Alluminium sliding windows with mosquito net and safety grills
.Plumbing	Concealed plumbing in C.P.V.C. Toilet- Concrete door frame with FRP coated shutter, antiskid flooring with door height dado . Plumbing fitting in good quality .
.Painting	.Internal – Oil bond distemper paint. .External – Premium quality Cement Paint
.Lift	.Quality Lift for vertical circulation with power back-Up.

- **COMMON AREAS AND FACILITIES**

1. Parking.
2. Stair Case & Lobbies.
3. Water Tank & water lines.
4. Lift
5. Drainage chambers & lines.
6. Compound wall of the building.
7. Common electricity meter & all common electricity equipment/fittings.
8. Electrical motor on water tank.

ANNEXURE D
List of documents provided to the purchaser.

Sr. No.	DESCRIPTION OF THE PROPERTY DOCUMENTS GIVEN BY THE PROMOTER/VENDOR TO THE FLAT PURCHASER.
1.	7/12 Extract of Gut No. 103 issued by the concern Talathi.
2.	Registered Sale Deed bearing No. 2256, dtd. 16.04.1985, executed by Shri. Deorao Kisan Kamble, Shri. Vitthal Kisan Kamble and Smt. Harnabai Kishan Kamble in favour of Shri. Rameshchandra Vitthaldas Jariwal and Shri. Krushnamohan Gangadas Shah with respect to Land admeasuring 81R out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
3.	Registered Sale Deed bearing No. 1367, dtd. 03.09.1993, executed by Shri. Rameshchandra Vitthaldas Jariwal and Shri. Krushnamohan Gangadas Shah in favour of Nirami Sahakari Gruh Nirman Sanstha through its Chairman Shri. Rameshchandra Vitthaldas Jariwal with respect to Land admeasuring 61R out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
4.	Registered Sale Deed bearing No. 1264, dtd. 21.07.1993 executed by Shri. Rameshchandra Vitthaldas Jariwal and Shri. Krushnamohan Gangadas Shah in favour of Nirami Sahakari Gruh Nirman Sanstha through its Chairman Shri. Rameshchandra Vitthaldas Jariwal with respect to Land admeasuring 20R out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
5.	Registered Sale Deed bearing No. 275, dtd. 25.01.2011, executed by Nirami Sahakari Gruh Nirman Sanstha through its Chairman Adv. Satish Bhagwantrao Talekar, Shri. Sanjay Gangadhar Patil & signed by Adv. Satish Bhagwantrao Talekar, Shri. Sanjay Gangadhar Patil, Shri. Sandusingh Gannusingh Rajput, Dr. Geeta Sardarsingh Sevagan, Dr. Megha Sardarsingh Sevagan, Shri. Pawan Sardarsingh Sevagan, Shri. Alok Satish Talekar, Shri. Satish Bhagwantrao Talekar, Adv. Hemlata Satish Talekar, Adv. Gururaj alias Satish Bhagwantrao Talekar, Dr. Varsha Sardarsingh Sevagan, Dr. Anjali alias Shri. Varsha Sardarsingh Sevagan, & Miss Pradhnya Satish Talekar in favour of M/s. Everest Bajaj Combines through its Managing Director Shri. Pravin Gangabishan Sikchi with respect to the land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
6.	Order bearing No. 211, dtd. 29.12.2010, issued by the Deputy Director Co-Op. Society Aurangabad in the name of Nirami Sahakari Gruh Nirman Sanstha towards Sale of the land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
7.	Registered Development Agreement, bearing No. 6599, dated 22.08.2011, executed by M/s. Everest Bajaj Combines in favor of M/s. Vikas Developers, through prop. Mr. Vikas Laxman Chaudhary, with respect to the land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
8.	Commencement Certificate bearing file No. 711/17/2011-12, dtd. 25.05.2012,

	issued by the Municipal Corporation Aurangabad in the name of M/s. Everest Bajaj Combine, through GPA Mr. Vikas Laxman Choudhari, with respect to the land Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
9.	Commencement Certificate bearing file No. 761/17/2014-15, dtd. 28.01.2015, issued by the Municipal Corporation Aurangabad in the name of M/s. Everest Bajaj Combine, through GPA Mr. Vikas Laxman Choudhari, with respect to the land Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad
10.	Approved Map of Construction, issued by the Dy. Engineer, Town Planning, Municipal Corporation, Aurangabad, in the name of M/s. Everest Bajaj Combine, through GPA Mr. Vikas Laxman Choudhari, with respect to the land Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
11.	Registered Irrevocable Power of Attorney, bearing NO.6600, Dt.22.08.2011, executed by M/s. Everest Bajaj Combines in favor of M/s. Vikas Developers, through prop. Mr. Vikas Laxman Chaudhary, with respect to the land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.
12.	Registered Deed of Declaration bearing No. 2107, dtd. 30.05.2012, executed by M/s. Everest Bajaj Combines & M/s. Vikas Developers, through prop. Mr. Vikas Laxman Chaudhary with respect to the land admeasuring 80R, out of Gut No. 103, situated at Nakshtrawadi, Tq. & Dist. Aurangabad.

The photocopy of above referred **Project Documents** from Sr. No. 1 to 12, are handed over by the promoter/vendor to the purchaser & has acknowledged the same.

Name of the Purchaser	Signatures
1. ----------	
2. ----------	

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Promoter/Land Owner/Vendor/s. M/s. Everest Bajaj Combines, through its Partners	**Signature**	**Photo**

1. Mr. Chiranjilal Mankram Bajaj, 2. Mr. Bhaskar Shankarrao Chaudhary		

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Promoter/Developer/Vendor/s. Shri. Vikas Laxman Chaudhary Prop. of M/s Vikas Developers	**Signature**	**Photo**

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The **PURCHASER**	**Signature**	**Photo**
1. ----------		
2. ----------		

WITNESSES	**Signature**	**Photo**
Mr. _____ Age __ Years, Occu: _____, R/o _____		
Mr. _____ Age __ Years, Occu: _____, R/o _____		