

AGREEMENT TO SALE

This Agreement made at Aurangabad this.....day of..... in the year Two Thousand and Seventeen.

BETWEEN

MOHD. ABED MAZARUDDIN S/O MOHD. IMMAM SHIRAJUDDIN

Age. 60 Years, Occ. Business,
R/o Osmanpura Circle, Aurangabad.

(Herein called as Grantor/Owner which expression shall mean and include all their heirs, successors, legal representatives, executors, administrators and assignees)
Represented through his general power of attorney holder

MR. BALAJI S/O CHANDRABHAN PATIL

Age: 44 Years, Occ: Business,
R/O: 23, Aradhana Housing Society, Town Centre CIDCO, Aurangabad.
(General Power of Attorney is registered vide day book No. 6590/2016 dated: 01/10/2016).

AND

MR. BALAJI S/O CHANDRABHAN PATIL

Age: 44 Years, Occ: Business,
R/O: 23, Aradhana Housing Society, Town Centre CIDCO, Aurangabad.

(Hereinafter referred as Developer which expression unless repugnant to the context and meaning thereof, shall mean and include the firm, all its partners, their legal representatives, its successors, assignees etc.)

The Owner/Grantor and the Developer shall hereinafter be jointly referred to as Promoter.

AND

Hereinafter called "**THE ALLOTTEE**" (which expression unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, and assigns) OF THE **OTHER PART**.

WHEREAS, the property in CTS No. 17352/2 admeasuring 1759.50 sq. mtrs. was owned and possessed by Noorjahan Begum. The said Noorjahan Begum obtained the building permission from the local authority and constructed a commercial cum residential complex consisting of shops on ground floor flats and other units on the first floor on the front side of the plot and a residential

bungalow on backside of the plot. Noorjahan Begum sold the residential bungalow which was constructed on the backside portion of plot admeasuring 752 sq. mtrs. to Mrs. Indu Ashok Khatod and Mrs. Shama Ramniwas Khatod.

AND WHEREAS, Noorjahan Begum completed the construction and sold some of the shops and flats in the residential and commercial complex on the front side of the plot to various persons and the balance unsold units and the rights to use the remaining FSI and terrace rights were still in the Ownership and possession of Noorjahan Begum.

AND WHEREAS, Noorjahan Begum died on 27/01/2011 at Aurangabad leaving behind her only heir i.e. present Owner, who is her husband. After the demise of Noorjahan Begum, the said property devolved on to the present owner by inheritance.

AND WHEREAS, the present owner with an intention to utilize the balance FSI, relinquished the area of 139.68 sq. mtrs. which was affected by the 40.00 Mtrs. D.P. Road in favour of Aurangabad Municipal Corporation and obtained the building permission for construction of remaining area vide sanction No. 1021/2014-15 dated 13/02/2015. However, due to lack of time and resources, it not possible to the owner to complete the balance construction work as per the sanction obtained.

AND WHEREAS, the owners and the Developer herein have entered in to a development agreement on 01/10/2016 for development of the part of the Demised Plot CTS No. 17352/2 to the extent of 478.58 sq. mtrs. as per and according to the terms and conditions contained therein, which is registered with Sub-registrar, Aurangabad vide day book No. 6589/2016. Along with the said Development Agreement the owners have also executed Irrevocable General Power of Attorney in favour of Developer on 01/10/2016 which is registered with the Sub-registrar No. 1, Aurangabad vide day book No. 6590/2016. The copy of Index II of Development Agreement and General Power of Attorney is enclosed herewith in **Annexure 'A'**.

AND WHEREAS, in pursuance to the terms and conditions of the said development agreement, the Promoter has started the development and construction work of the project which is named as "**NOORJAHAN APARTMENT**".

AND WHEREAS the Allottee approached the Promoter herein with a desire to purchase independent ownership unit in the said scheme known as "**NOORJAHAN APARTMENT**" and after verification and satisfaction of the title documents, details of project, specification of flat etc., the purchasers have agreed to purchase _____, **admeasuring** _____ **sq. mtrs. carpet area** on and upon the terms and conditions as contained herein.

AND WHEREAS the Purchasers covenant with the Vendor that they have satisfied themselves in respect of the ownership, title, specifications, building plans, amenities and facilities, etc. in respect of the said flat & the entire scheme and relying upon the said undertaking and assurance of the Purchaser the Vendor herein agreed to allot to the Purchaser the said _____, **admeasuring _____ sq. mtrs. carpet area** in the said Scheme named **"NOORJAHAN APARTMENT"**.

AND WHEREAS the Promoter has entered into a standard Agreement with Mr. Rohit Chopra who is an Architect registered with the Council of Architects having Membership No. CA/99/25090 and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed Mr. Prasad Aphale who is a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the project.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects, the sanctioned plans, and of such other documents related to the project.

AND WHEREAS the authenticated copies of 7/12 extract showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as 'B'.

AND WHEREAS the authenticated copies of the plans of Layout as approved by the concerned Local Authority have been annexed hereto & marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

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 while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the carpet area of the said Apartment is _____ **square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking.

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

1. The Promoter shall construct the said buildings consisting of _____ floors on the project land in accordance with the plans, designs and specifications as approved by the Aurangabad Municipal Corporation from time to time. The promoter shall also be consuming the additional available FSI/TDR by executing additional construction either on existing buildings or at other place for which the Allottee herewith gives his express consent.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ having carpet area admeasuring _____ Sq. Meters on _____ in the _____ in

the housing project named "**NOORJAHAN APARTMENT**", being constructed on Plot bearing CTS No. 17352/2, Situated at Osmanpura, Aurangabad (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____/- (Rupees _____ only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee _____ parking spaces being constructed in the Housing Project for the consideration of Rs. _____/- (Rupees _____ only).

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/- (Rupees _____ only).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ only) as advance payment as follows:-

Sr. No.	Date	Name of bank & chq no./Cash	Amount
1			
2			
3			

The Allottee hereby agrees to pay to the Promoter the balance amount of Rs _____/- (Rupees _____ only) in the following manner :-

- i. Amount of Rs. _____ is to be paid to the Promoter after the execution of this Agreement.
- ii. Amount of Rs. _____ to be paid to the Promoter within one week from the date of this agreement. As the promoter has already completed the plinth of the building, the said instalment has already become due.
- iii. Amount of Rs. _____) to be paid to the Promoter within one week from the date of this agreement. As the promoter has already completed the slabs of the building this instalment has already become due.
- iv. Amount of Rs. _____ is to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. _____) is to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

- vi. Amount of Rs. _____ is to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building A.
- vii. Amount of Rs. _____ is to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas and all other remaining works of the Building A.
- viii. Balance Amount of Rs. _____ against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

However, the Allottee shall be entitled to deduct TDS as per Income Tax Laws from the Instalments mentioned in clause 1(c) above.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied at present and in future, in connection with the construction of and carrying out the Project and sale of the Apartment payable by the Promoter) up to the date of handing over the possession of the Apartment and these taxes, etc. shall be paid by the Allottee to the Promoter over and above the decided consideration as and when payable according to the provisions of relevant statute/s.

1(e) The Total Price is escalation - free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area

allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter 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 handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c).

- 1.** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize additional Floor Space Index of _____ sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter,

interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of 10% of the total consideration on account of agreed liquidated damages) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 30th day of September, 2018. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be 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.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as

per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Real Estate (Regulation and Development) Act, 2016.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the Covered Parking spaces only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottees of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide 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 registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the rights, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project 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, Gardener, other maintenance staff and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. _____ as one time maintenance charges.

(ii) Rs. _____ as Annual Maintenance charge for the First Year from the date of possession.

(ii) Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. _____ for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) The Allottee shall pay the proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body at actuals as

and when demanded.

11. The Allottee shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project

land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

14. The Allottees themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including

entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee 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 buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the rights and interest of the Allottee

who has taken or agreed to take such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of all the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in prescribed time under the Registration Act after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Aurangabad.

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

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

Name of Allottee : _____

Notified E mail ID: _____

Promoter name :

Mr. BALAJI C. PATIL

B, Nisha's Pride Landmark, Mondha Naka,
Jalna Road, Aurangabad.

Notified E mail ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

In case, there are Joint Allottees and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration

The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Aurangabad Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Aurangabad in the presence of attesting witness, signing as such on the day first above written.

First Schedule above referred to

Description of the property

All that piece and parcel included in the landed property in CTS No. 17352/2 to the extent of 478.58 sq. mtrs. within the jurisdiction of Sub – Registrar of Aurangabad and within the territorial limits of Municipal Corporation of city of Aurangabad, bounded as under;

On or towards East	:	40.00 Mtr. D.P. Road,
On or towards West	:	CTS No. 17352/4
On or towards North	:	CTS No. 17352,
On or towards South	:	CTS No. 17350.

Second Schedule Above Referred to
Description of common areas and facilities

1. Staircase.
2. Passages.
3. Lift Area.
4. Underground Water Tank.
5. Overhead Water Tank.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: _____

At Aurangabad on _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(BALAJI C. PATIL)

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

SCHEDULE 'A'

Description of Apartment

All the piece and parcel of _____ admeasuring
_____ **sq. mtrs.** of Carpet area.

Bounded as:-

On or towards the East: _____

On or towards the West: _____

On or towards the South: _____

On or towards the North: _____

SCHEDULE 'B'

Floor Plan of the Apartment

ANNEXURE A - Copy of Index II of Development Agreement & General Power of Attorney.

ANNEXURE B - Copy of 7/12 extract.

ANNEXURE C-1 - Copy of the Approved Layout plan of Land.

ANNEXURE C-2 - Copy of Proposed Layout Plan of the Project.

ANNEXURE D - Copy of the plans and specifications of the Apartment.

ANNEXURE E - Specification and amenities for the Apartment,

SPECIFICATIONS

1. BUILDING:

- A) The building shall be of RCC framed structures.
- B) All external walls will be 6" and internal walls will be 4" in Bricks.

2. DOORS & WINDOWS:

- a) Flush door.
- b) Three track powder coated aluminium sliding windows with mosquito nets and M.S. safety grill.
- c) Granite frame for windows.

3. STAIRCASE:

- a) Staircase landings and mid-landings will be provided with kota.
- b) Staircase steps will be kota.

4. PLASTER:

- a) The inside of the Building will have tar finish plaster to walls.
- b) Outside of the building will have sand faced plaster, with Two coats of Cement paint.

5. WATER SUPPLY:

For continuous supply of water, a system of overhead storage tank along with centralized underground storage tank will be provided with necessary pumping arrangements.

6. TOILETS:

- a) Good quality C.P fittings of Cera, Hindware or equivalent.
- b) Good quality sanitary ware Cera, Hindware or equivalent.

7. ELECTRIFICATION:

- A) Separate electric meter for each tenement.
- B) The necessary light point for staircase, landing shall be provided.

8. LIFTS:

Good Quality lift of Johnson, Otis, Schindler or equivalent.

RECEIPT

Received of and from the Allottee above named the sum of Rupees _____ on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

(BALAJI C. PATIL)