

AGREEMENT TO SALE

Zone 16.487 A	Rate Rs.32,500/-Sq.Mtr
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Agreement of Sale for Row House / Flat No., in the premises/building known as "Sakshi VaradVinayak Phase-II ",Plot No-6 To 8,Gut No.26/3,situated at Himayat Nagar,Taq.& Dist. Aurangabad. The Govt. Value of Rs./- (Rupees Only) and Actual sale value of Rs./-(Rupees Only).

This agreement to Sale is executed today at Aurangabad, between:

1. M/s.Sakshi Builders

Through It' Partners

Mr.Arjun Ramkrishna Atkare

Son of Mr.Ramkrishna Radhakrishna Atkare

Age 32 Years, Occ: Business

Residing at :Plot No-33,Parijat Nagar,N-4,Cidco, Aurangabad

Adhar No.:480589525882

PAN No.AGNPA1338E

E-mail :

Mr.Sambhaji Ramkrishna Atkare

Son of Mr.Ramkrishna Radhakrishna Atkare

Age 43 Years, Occ: Business

Residing at :Plot No-33,Parijat Nagar,N-4,Cidco, Aurangabad

Adhar No.:222710977858

PAN No.AFMPPA4767R

E-mail :

M/s.Sakshi Heights Pvt.Ltd

(Hereinafter called as **Owner / Promoter**)

Through their GPA/Resolution (if applicable)

Mr.Sambhaji Ramkrishna Atkare

Son of Mr.Ramkrishna Radhakrishna Atkare

Age 43 Years, Occ: Business

Residing at :Plot No-33,Parijat Nagar,N-4,Cidco, Aurangabad

Adhar No.:222710977858

PAN No.AFMPPA4767R

E-mail :

(Hereinafter called as **Owner/Promoter** which expression shall mean and include all its present and future directors, shareholder, promoters, their heirs successors, legal representatives, executors, administrator and assignees.)

Authorized vide Reg.GPA Bearing Reg, No. AGG-2-3787-2017 DATE: 22.05.2016_(Hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

1. Mr. Son of
Age :..... Years, Occ:
Residing at :
Adhar No.:
PAN No.
E mail :

2. Ms Daughter / Wife of
Age :..... Years, Occ:
Residing at :
Adhar No.:
PAN No.
E-mail :

(Hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors – in – interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as “Party”

WHEREAS:-

TITLE HISTORY / LITIGATION /CASE RESULTS / DOCUMENTS OF TITLES / SEARCH REPORTS ETC

WITH SCHEDULE – I.

AND WHEREAS by virtue of aforesaid documents of title the promoter being owners / developers has the sole and exclusive right to develop, construct and allot / sell the Row House/Apartments,unit etc in the said building/s to be constructed by the promoter on the entire land and to enter into agreement /s with the allottee/s of the apartment and to receive the consideration in respect of the said unit/s.

The promoter hereby declares that there is no covenants affecting the entire land, and that there is no impediment attached to the entire land. Also that there is no illegal encroachment on the entire land, and that there is no such permission required from and Govt. or Authority which affects the title to the entire land. There is no area occupied by Tenants on the entire land. There is no mortgage or line or charge on the entire land.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings named as “**Sakshi VaradVinayak Phase-II**” of the said constructed building situated at Himayat Nagar,Aurangabad' project in accordance with the recitals hereinabove.

AND WHEREAS the Promoter is in possession of the said land on which the project “**Sakshi VaradVinayak Phase-II**”being constructed.

DETAILS OF SANCTION / FSI / TDR / NA / ROAD WINDING / RELINQUISHMENT DEED / VARIOUS NOC's ETC.

SCHEDULE – II

AND WHEREAS the Promoter has proposed to construct on the “**Sakshi VaradVinayak Phase-II**”buildings having Row Houses with Parking +2 And Flated Building Ground one 3 BHK Flat ,Parking plus 3 floors.

AND WHEREAS the Allottee is offered an Row House/Flat bearing number _____ on the _____ floor, (hereinafter referred to as the said 'Apartment') in the Building called “**Sakshi VaradVinayak Phase-II**” (hereinafter referred to as the said 'Building') being constructed in the said project, by the Promoter, as per schedule –C.

AND WHEREAS the Shri Arjun Ramkrishna Atkare & Shri.Sambhaji Ramkrishna Atkare & M/s.Sakshi Heights Pvt.Ltd is the Partner of the M/s,Sakshi Builders and also absolute owner and possessor of Plot No.6,7 & 8,admeasuring Totally 2995.00 Sq.mtrs as per sale deed, Gut No.26/3,Situated at Himayat Nagar,Tq.And Dist.Aurangabad.

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects;

AND WHEREAS the Promoter has appointed 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 fill the completion of the building.

AND WHEREAS the Promoters have appointed the legal advisor, who investigated the title to said Property and has granted the Title Certificate to the said scheme and same, is annexed herewith.

AND WHEREAS this “**Sakshi VaradVinayak Phase-II**” being an on-going project, the Promoter, shall apply / applied by application dated 30.07.2017, as per Act, for the Project certification under the provisions of the Act with the Real Estate Regulatory Authority. And the promoter has also obtained the project registration Number from RERA authority vide Reg. No- ---- dated -----

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee and Allottee has seen, inspected and understood all the documents of title relating to the “**Sakshi VaradVinayak Phase-II**” project and the plans, the sale deeds, other documents, title report and all documents mentioned in the same, the N.A Order, commencement certificates, undertakings, the sanctioned layout and building plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made there under. The Allottee is satisfied about the same and also about the title of the Promoter. The Allottee has also shown the all documents related to title to its legal advisor who has gone through all required documents etc and has upto his satisfaction investigated the same, and is fully satisfied about the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or 7/12 or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively

AND WHEREAS the authenticated copies of the plans of the Building permission /Commencement certificate of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the Allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the Allottee intends to purchase and the Allottee shall have the right to claim the same for is marked as **Annexure C2 & C3**

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 /phase shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

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

AND WHEREAS the Allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Row House/Apartment No. _____ on _____ floor in the Building being constructed in the said "Sakshi VaradVinayak Phase-II "(which is more particularly described in Schedule-C hereunder written).

AND WHEREAS the carpet area of the said Row House/Apartment is _____ square meters and the "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.

The usable floor area of enclosed balcony is admeasuring _____ square meters and attached usable floor area of open terrace is _____ square meters.

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, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____/- (Rupees _____) only, details as mentioned in separate receipt of payment being part payment of the sale consideration of the Row House/Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the said agreement under 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 (if any)

AND WHEREAS the Allottee has independently made aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure G**

AND WHEREAS the Allottee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the Allottee has now agreed to the same as conditions mentioned in these contracts and that the Allottee agrees to abide by the same failure of which shall absolve the promoter to that extent

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra On...30.07.2017.....under registration no..... have been annexed and marked as **Annexure F**

It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published by the Developer/ Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, color scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features/ amenities are not agreed to be developed or provided by the Developer/ Promoter to the Purchaser/s. The Brochure / Master Plan is the tentative projection of the whole plan of the complex/scheme. There may/will be variations depending on the practical and technical problems or if so desired by the Developer/ Promoter and therefore the complex shall not/may not be the same as in the brochure/master plan. The Developer/ Promoter shall not be liable for such variations nor shall the Purchaser/s question anywise the same.

Not with standing anything stated in any other document/ allotment/ letter given or communicated with the Allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which they said unit is agreed to be sold to the Allottee .

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

And that the Allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

AND WHEREAS in case there is increase in the FSI, the Seller / Vendor has absolute authority and right to change / modify the building plans and construct additional Row Houses/Flats in the building in accordance with the Development Control Rules (DCR) applicable at the relevant time by obtaining Revised Construction Permission from the Competent Authority.

AND WHEREAS in case additional FSI / TDR is granted / available to the said plot, the Promoter / Builder / GPA Holder alone can raise additional construction in the building and sell the same and no Row Houses /Flat owner or the Co-operative society of Row Houses /Flat owners that may be formed in future will have any right to raise any objection for such additional construction by the builder.

AND WHEREAS the Promoters also showed the proposed building plans of the construction to the Purchaser/s and the Purchaser/s are also expressly agreed and understand that the Promoters may amend, revise and alter the building layout / building plans from time to time in respect of tenements, spaces, users, areas to suit the Promoter's requirements and in spite of the same and having irrevocably consented thereto, however this consent is given with a condition that the Promoter shall not change the Open Space area as shown on Original sanction layout and location of Residential Buildings. The Purchaser/s applied to the Promoters for the purchase/allotment of the apartment /unit in the Said ----- project for the consideration and by abiding the terms mentioned hereunder, the Promoters agreed therefore;

AND WHEREAS the Purchaser has read and understood all the terms and conditions With the Promoter Mr.Sambhaji Ramkrishna Atkare.Also the Purchaser has read and understood all the contents of the indemnity bonds / undertakings, etc given by the Promoter and Purchaser agrees that the said indemnity bonds/ understanding etc. shall form an integral part of this agreement and shall be binding on him/her/them.

AND WHEREAS the Purchaser is aware of the fact that the Promoter has entered or will enter into similar and /or separate Agreements with several other allottee / purchasers, persons and parties in respect of different apartment / units in the said - **"Sakshi VaradVinayak Phase-II "**project; and the purchaser has no right to object to allot such units to any other allottee on the basis of cast / creed / religion / gender or such difference of any nature.

It is also understood and agreed by and between the parties hereto that the terraces can be exclusively sold to any of the Row Houses /Flat Purchaser except the common amenities and facilities agreed to be provided by the Promoter to the Row Houses /Flat purchaser as per this Agreement. The said terraces shall not be enclosed by the Purchaser, till the permission in writing is obtained from the concerned local authority and the Promoters.

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

1. CONSTRUCTION OF THE PROJECT / APARTMENT

1.1 The Promoter shall construct the said Row Houses/building/Apartments consisting of Row Houses with Parking Plus 2 Floor And Apartment with ground Floor One 3 BHK Flat/Parking and 3 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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 Local/Government authorities etc. or due to change in law.

2. CONSIDERATION / PRICE OF THE SAID APARTMENT:

2.1 The Allottee hereby agrees to purchase the Row Houses /Flat/unit in the said project for which he has applied vide application no. _____ dated _____ for apartment no. _____ type _____, having carpet area of _____ square meters as per RERA Act definition and clarification, and exclusive enclosed balcony area----- exclusive terrace area ----- and exclusive open balcony area --- -- , exclusive box / cupboard area ----- square meters of the apartment / unit No.----- on _____ floor in [tower/block/building] no.____ ("Building") being constructed in the said project of which are more particularly described in **Schedule-C** and the floor plan of the apartment is annexed hereto and marked as **Annexure-----** for a lumpsum consideration of Rs. _____/- (Rs. _____ 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 Schedule D.

2.2 The total aggregate consideration amount for the apartment space is thus Rs. _____/-(Rs _____ only). That, the sale price mentioned above is on lump sum basis and has nothing to do with the area of the said Flat.

As Per Building By-Laws of Aurangabad Municipal Corporation required Parking Space has been provided for the Flated apartment and no consideration of parking Space has been taken by the owners/ developers from any purchaser of Flats

2.3 That, out of the agreed sale price, the Purchaser has paid Rs. _____ /-(**RsOnly**) as advance payment to the Seller as under:

Date	R. No.	By Ch. No. / By Cash / By D.D.	Amount
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2.4. Manner of Payment :

The Total Amount of Rs. ----- /- to be paid in the following manner

% of work	Stage of Construction
10%	On or before execution of agreement
20%	On Completion of Plinth
10%	On completion of 1st Slab
10%	On completion of 2nd Slab
10%	On completion of 3rd Slab
10%	On completion of Roof Slab
10%	On commencement of Brick work
10%	On commencement of Flooring
5%	On commencement of Painting
5%	On or Before Possession

Total 100% i.e. Rs.

2.6 The Allottee hereby agrees that any tax levied by the local authority, State and / or Central Government, Corporation and/or any other authority or authorities on the development of the said entire land and/or sale of the apartment, etc., any amount by way of premium to the Corporation or to the State and/or Central Government or betterment charges and/or any of the incidents of this transaction including GST (CGST, SGST, IGST), service tax, Value Added Tax (VAT), tax on transfer of property, etc. or development tax, or educational cess or any such cess etc, or any present or other new tax, charge, or payment of a similar nature becoming payable, the Allottees shall be liable to pay such taxes etc. to the Promoter, as and when charged and demanded by the State and/or Central Government, Corporation, any Authority etc. The Promoter shall not be liable to pay the same. And if such type of taxes applied by any government or local authority in future by giving retrospective effect then the same will be treated as payable by the Allottee upto the date of handing over possession of apartment

2.7 If Allottee fails to pay the amount within seven days from demand then Allottee shall be liable to pay penalty, interest and compensation thereon until payment. For any consequences of nonpayment of any of the payments, the Allottee shall be solely responsible. It is understood that interest shall not cover the damages/losses that will be suffered by the Promoter due to non-payment. Therefore, Allottee shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee shall keep the Promoter harmless and indemnified there from.

2.8 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 alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2.9 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments at zero percentage per annum for the period by which the respective installment has been pre-paned.

2.10 The Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building is complete and the completion/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 3% (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 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.

2.11 It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Row House/Flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall liable & bound to pay all the amount of installments within 15 days from the date of receipt of the demand Letter of installment by the Promoter. The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local cheques . If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

3. Mode of Payment:

The Row House/Flat Purchaser/s shall make all the payments to the Promoter by Demand Draft only or by local cheques drawn in the name of **Sakshi Builders,Bank-Union Bank Of India ,Branch-M-6/N/6,Bajrang Chowk,Cidco,Aurangabad in A/C No.-516701010035863,IFSC Code No.UBIN0551678**,if the Row House/Flat Purchaser/s makes payment by outstation cheques then the date of payment shall be the one when the same is credited to the account of the Promoter and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last installment shall be made by D.D or by local cheques & the possession of the said Row House/Flat shall only be handed over after the amount is realized and credited by the drawee bank. If due to any reason the above account or bank, if changed by the promoter, the same shall be intimated to the allottee and allottee hereby agrees to pay as per the changed account No. and Bank.

4. ADJUSTMENT / APPROPRIATION OF PAYMENT :

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.

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installment on the due dates, the Allottee /s shall be bound and liable to pay 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 Allottee /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 condonation of delay by the Promoter. The amount of interest may be informed to the Allottee /s from time to time or on completion of the said project/apartment, and the Allottee /s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY:

The Promoter hereby agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions if any, applicable to him and which may have been or which may be 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.

7. DISCLOSURE AS TO FLOOR SPACE INDEX:-

7.1 The “**Sakshi VaradVinayak Phase-II** ” project’ land is 2995.00 sq.mtrs. The building to be constructed is Row House Parking plus 2 and apartment Ground floors one flat and Parking plus three Floor on the land of “**Sakshi VaradVinayak Phase-II** ” project. The Promoter hereby declares that the Floor Space Index (including Paid FSI) available as on date in respect of the entire land is 2995.00 Sq Mtr.and Paid Premium FSI is 60.08- square meters. Paid FSI has been availed by the owner.The said Floor Space Index (including paid Premium FSI of 60.08 square meters include FSI available on payment of premiums or incentive FSI (by implementing various scheme as mentioned in the Development Control Regulation), and paid FSI.

The Allottee has no concern for the remaining projects and has agreed to the same, and also agrees that, has purchased the said Apartment in the “**Sakshi VaradVinayak Phase-II** ”project based on proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI for “**Sakshi VaradVinayak Phase-II**”project as mentioned above and on the understanding that the declared and remaining proposed FSI as mentioned above shall belong to the Promoter only for utilizing on remaining projects in entire layout land.

It is hereby declared that as per sanctioned plan/s of date 11.12.2015 at present the sanctioned Building Permission is 2867.08 square meters, from which all are utilized on “**Sakshi VaradVinayak Phase-II** ” project land, which has/have been shown to the Allottee/s.

7.2 The Promoter shall have right to utilize entire existing infrastructure and facilities provided in the said “**Sakshi VaradVinayak Phase-II** ” Project for the construction work and completion of other works like laying of drainage line, water line, or electrical line etc. of the other project/s in the layout and the Promoter shall have a right of access through side margins, roads etc. The Allottee/s is aware of this and has agreed to and given his / her/their irrevocable consent for the same. The Allottee shall not obstruct in any manner activities of Promoter.

7.3 Though the Promoter herein has right to develop the said entire land, bearing Gut.No.26/3,Situated at Himayat Nagar,Aurangabad.Admeasuring-2995.00- sq.mtrs., the Promoter has decided to carry out development in various projects and accordingly portion identified as said “**Sakshi VaradVinayak Phase-II** ” project 2995.00 sq.mtrs, is only subject matter of this Agreement and the same is more particularly described in Schedule B hereunder written and plan annexed. The Allottee is concerned with this “**Sakshi VaradVinayak Phase-II** ”project only. Each Project will have a separate Association of apartment owners which will be formed as mentioned in Act and Rules and Regulations and also Maharashtra Apartment Ownership Act 1970 and each such association will maintain its own project. The Promoter is entitled and also has right to plan and execute project/s on remaining land of entire land at its discretion by utilization of FSI, TDR etc. The Allottees have absolutely no right over it, the allottees are only concerned with “**Sakshi VaradVinayak Phase-II** ”project only.

7.5 There shall be common facilities in the entire land in between the said two/ three projects/associations and the same is described in the Schedule E hereunder written. Each Allottee of all projects in the entire land will have proportionate undivided share in the common facilities and the respective land.

7.6 As stated above for the purpose of organizing maintenance of the common facilities with their respective land common among all projects which includes transformers, common water tank of Apartment, Lift of Apartment , etc. an apex body / federation / private trust / any other legal entity will be formed by the Promoter as settler wherein all allottees or their associations will be beneficiaries and thus each association will have adequate / proportionate/ representation in the said apex body / federation / private trust / any other legal entity. The said apex body / federation / private trust / any other legal entity will be in-charge of the said common facilities and their respective land common amongst them. The terms of the deeds and its rules and regulations shall be decided by the Promoter herein.

9. SPECIFICATIONS AND AMENITIES:

The authenticated copies of the specifications of the Row House/Apartment agreed to be purchased by the Allottee and common amenities for the project, have been annexed and marked as Annexure IV & V respectively.

10 COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/s agrees that in case the Allottee/s is an NRI or Non-Resident / Foreign National of Indian origin/foreign nationals/ foreign companies, then in that event, the Allottee/s shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments acquisition/sale transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms thereof. The Allottee shall indemnify the Promoter regarding the same. Also, if any documents etc are required from the Promoter, the Allottee will intimate to the Promoter for the provision of the same and the Promoter at its discretion will provide, but will not be responsible for anything.

11. POSSESSION OF THE APARTMENT:

11.1 The Promoters herein shall complete the construction of the said apartment / unit in all respects on or before 31/10/2018, provided that the Purchaser shall have made payments of the installments towards the purchase price of the said Flat and other charges mentioned in this agreement without delay at times stipulated for payments thereof. The Developer may not complete some of the common amenities to be provided to all purchasers. All such remaining amenities if any shall be completed while completion of the total project.

The Purchaser/s shall not raise any dispute or litigation, complain, etc. regarding the common amenities or any common areas etc. Even after occupying the Row House/Flat, constructional activities, undertaken by the Promoter on the said property / land, shall remain in force or work-in progress shall be remain continued, in respect of the said building and therefore he/she/they may have to face certain difficulties Viz. Material obstacles, Noise, Dusting etc.

The purchasers shall co-operate with the Promoter/Developer and he/she/they shall not raise any objection / obstacle to the work in progress, as he/she/they is/are well aware of the facts, before occupying or taking possession of the Said Row House/ Flat. It is agreed parties hereto that if the Promoter fails to give possession of the said Flat in accordance of period mentioned hereinabove, further 6 (Six) Months period shall be extended /allowed for completing the construction of said Row House/Flat in all respects. Even then the Promoter fails to give possession of said Flat to the Purchaser in extended /allowed stipulated period of above, then the Promoter will pay compensation to per month, which will be in or according to prevailing market Rent of said Row House/ Flat to the Row House/Flat purchaser till the handover of Row House/Flat, except if such delay is due to the reasons beyond the control of the Developer. Provided however, that the Promoters herein shall be entitled to the extension of time for completing the construction of the said Row House/Flat in all respects after the aforesaid date, if the completion of the building in which the Flat is to be situated is delayed on account of:

- i) The Purchaser/s committing any default in payment of installment as mentioned hereinabove.
- ii) Any extra work to be carried out in the said Flat as per the requirement and at the costs of Purchaser /s.
- iii) Non - availability of steel, cement or any other building materials, water or electricity supply, labor, proper access, etc for any reason beyond the control of Promoter.
- iv) War, Civil Commotion or act of God such as floods, earthquake, heavy monsoon etc.
- v) Any notice, order, rules or notification of the government and /or public or competent authority.
- vi) Delay in grant of any NOC/permissions/licenses/connections/ installation of any services such as lifts, electricity, water connections and meters to the Scheme FLAT, road NOC etc., or Occupancy (Completion) Certificate from appropriate authority.

vii) Death and/or permanent disability of key representative of the Developer

11.2 Schedule for possession of common amenities:

11.3 Procedure for Taking Possession: The Promoter, upon obtaining the completion/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. The Promoter shall offer the possession to the Allottee in writing within 7 days of receiving the completion/occupancy certificate of the Project. 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 Apartment is ready for use and occupancy; or otherwise possession to be taken within maximum 2 (two months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Allottee shall be and agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of Occupancy Certificate.

Provided that if delay period on the Account of Promoter of the possession agreed to the allottee, the allottee shall be paid by the Promoter, interest for every month of delay till the intimation of the possession by the Promoter.

11.4 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause 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 on receiving payment of all dues, charges etc, under this agreement payable by the Allottee to the Promoter if any in pursuance of these presents and on the Allottee fulfilling his part of the agreement. In case the Allottee fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable. And if the allottee fails, he/she shall be liable to pay interest and compensation.

11.5 Compensation

If the Promoter fails to abide by the time schedule for completing the said “**Sakshi VaradVinayak Phase-II** ”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 said project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession subject to the terms of this agreement. The Allottee also agrees to pay to the Promoter, interest as specified in the Rule, 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(s) to the Promoter.

12 TIME IS ESSENCE

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, as the case may be, as per the terms herein.

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 2.5 herein above. (“Payment Plan”).

13. TERMINATION OF AGREEMENT :

Without prejudice to the right of Promoter to charge interest as per terms of agreement, on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings etc) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its sole option, terminate this Agreement.

Provided that the Promoter shall give to the Allottee 15 (fifteen) days’ notice in writing, 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 the Agreement and of the specific breach or breaches of the 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. The agreement shall stand terminated at the elapse of the notice period, if Allottee fails to remedy the breach within the notice period. The Allottee will have right only on amount as mentioned above and that also after deducting the amount payable as per the terms of the agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter) 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 subject to following:

13.1 If the Allottee has taken loan from any bank, financial company, institute, etc. then in case of termination/cancellation of the apartment by Promoter, the consent from the said bank, financial company, institute, etc for resale of the said apartment will not be required subject to that the loan amount which has been disbursed from the financial company to the Promoter directly shall be paid by the Promoter (without any interest or penalty thereon), to the bank, financial company, institute, etc directly. The Allottee shall make aware of this clause to the financial company by separate letter.

13.2 The Promoter shall deduct the amount towards damages, administration charges, other expenses etc, equivalent to 10% of the sale amount, from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (after deducting above amount) from the amount received by the Promoter. In this case reduction in price of the apartment will also be considered as damages/loss of the Promoter in addition to other loss and expenses.

13.3 In case of termination of this agreement for any reason, taxes such as Stamp Duty, registration fee, LBC/LBT, service tax, GST (CGST, SGST, IGST), VAT etc. already paid / reimbursed or otherwise shall not be refunded by the Promoter to the Allottee.

13.4 In case of the cancellation of the said apartment, the Promoter shall not be responsible and not be liable for refund of stamp duty, registration fees, GST (CGST, SGST, IGST), or any charges paid to the Government against this apartment. The Allottee irrevocably agrees to the same.

Except the aforesaid amount, the Allottee will have no right on the said apartment, nor will he/she/they claim any right on the same in future also and Allottee hereby agrees for the same. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will be necessary within fifteen days and the same is agreed and consented by the Allottee/s. However the Promoter shall not be liable to repay the amount payable unless and until the Allottee confirms the termination by execution and registration of a Deed of Cancellation.

The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration.

14. DEFECT LIABILITY :

14.1 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, in writing along with proof, 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 Act.

The defect hereinabove stated i.e. manufacturing defects shall not include defects caused by normal wear and tear, negligent use of the apartment /building/premises by the Allottees, abnormal fluctuations in the temperatures, abnormal heavy rains, natural calamity and/or any modification or alteration done inside or outside the apartment, superficial cracks, and lack of daily maintenance etc. The Allottee agrees to the use of fittings and fixtures as per the directions mentioned in manufacturing warranty cards, which information is given to Allottee by the Promoter.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced after 2 months from the date of Completion Certificate.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any structural alterations including but not restricted to alterations in any of the RCC structures, fittings, pipes, water supply and electrical connections or any of the erection in the kitchen, toilets, W.C., bathroom, terraces, passages etc. If any of such works are carried out or any heavy loads are stored in the apartment balcony, terrace, passages, etc., any liability including defect liability of the Promoter automatically shall come to an end. Further, the Allottee shall be liable of paying damages, if any, to Allottee / owner / user of the apartment below or any other affected apartment/s.

14.2 The Allottee/s shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner.

The Allottee specifically agrees not to undertake any addition/alteration including enclosing of open terrace by any means. He/she/they also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

15. 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.

16. 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 Row House/Flats, but their functions & field of operations are different and the difference is as below :

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

18. 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 Row House/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 Maharashtra 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 Row House/Flat owners hence no independent/separate Conveyance Deed is required to execute in favour of the Association of Row House/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 Row House/Flat/Apartment/Unit Owners.

19. 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. 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 Already sold out floor space FSI of Row House No-1, A Type Building As per Sanction Plan And had constructed Row House No-2 to 6 of B- Type Building And 7 to 13 of C-type Building as per the sanction plans and has consumed partial permissible FSI. In Phase -I, He has completed the construction of Row House No-2 to 6 of B Type And Row House No-7 to 13 of C-Type in all respect and has Obtained Partly Occupancy Certificate from Aurangabad Municipal Corporation and Partly Occupancy Certificate No-JK/MNP/NRV/ B.P/ 135/2017-2018, Office A.M.C. Aurangabad, Dt-10/07/2017. And developer/owner has decided to construct all the balance FSI & future permissible FSI in the Second Phase. The owner/developer will amend the deed of declaration as per Phases of the construction for all the permissible FSI and under this agreement flat/unit purchaser/s are giving their unconditional consent for any type of revise construction permission amendment in deed of declaration and all other activities & deeds require to complete the construction work of Second Phase. The Owner /Developers reserved his rights to sell floor space FSI of Row House to any purchaser without constructing the said Row House but has applied condition that, the Floor space FSI Purchaser shall construct the said row house from his own contribution, as per Municipal sanction Plans only.

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 Row House/Flat holders of the building of the project and it will be allotted to the Row House/Flat owners of building through lucky draw by the association of respective building.

24. The Row House/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 Row House/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 Row House/Flat levied by the Govt./Semi-Govt./Corporation/bodies.

27. The material used and the specifications adopted for the said Row House/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 Row House/Flat Purchaser/s or himself/themselves with intention to bring all persons into whosever is hands the Row House/Flat may come, hereby covenants with the Promoter/Vendor as follows:-

- a) To maintain the Row House/Flat at the Row House/Flat Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Row House/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Row House/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 Row House/Flat is situated and the Row House/Flat itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Row House/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 Row House/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 Row House/Flat is situated, including entrance of the building in which the Row House/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 Row House/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 Row House/Flat and maintain the Row House/Flat in the same condition, state and order in which it was delivered by the Promoter/Vendor to the Row House/Flat Purchaser and shall not do or suffer to be done anything in or to the Row House/Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Row House/Flat is situated or the Row House/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 Row House/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 Row House/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 Row House/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Row House/Flat is situated and shall keep the portion, sewers, drains and pipes in the Row House/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 Row House/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or RCC, Patis or other structural members in the Row House/ 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 Row House/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 Row House/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 Row House/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 Row House/Flat by the Purchaser to any purposes other than for residential purpose.
- i) The Row House/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 Row House/Flat until all the dues payable by the Row House/Flat Purchaser to the Promoter/Vendor under this Agreement are fully paid up and only if the Row House/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 Row House/Flat Purchaser has intimated in writing to the Promoter/Vendor.
- j) The Row House/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 Row House/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 Row House/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 Row House/Flat is situated is executed the Row House/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 if any sum received by the Promoter/Vendor from the Row House/Flat Purchaser as advance or deposit sums received on account of the share capital for the promotion of the association or toward 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 Row House/Flats or of the said Plot and Building or any part thereof. The Row House/Flat Purchaser shall have no claim save and except in respect of the Row House/Flat hereby agreed to be sold to him and all open spaces, parking spaces, staircases, terraces, 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 Row House/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 Row House/Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Vendor.
32. The Row House/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 Row House/Flat Purchase 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 Row House/Flat purchasers in the plot and common areas and amenities of the project and the purchase 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 case he has full authority, right & liberty to execute the same. Further under this Agreement, the purchase undertake & assures to the Promoter/Vendor that in the said case, 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 Row House/Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Row House/Flat Purchaser by Registered Post A.D./ Under Certificate of posting at his/her address specified below:

1. _____
2. _____
- R/o.: _____

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 Row House/Flats in the said building, any, shall belong exclusively to the respective purchaser of the terrace Row House/Flat and such terrace space are intended for the exclusive use of the respective terrace Row House/Flat Purchaser. The Said terrace shall not be enclosed by the Row House/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 "Sakshi VaradVinayak Phase-II" Apartment Condominium shall post an 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 "Sakshi VaradVinayak Phase-I" Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the "Sakshi VaradVinayak Phase-II", Apartment Condominium. It is prohibited to throw garbage or fresh outside the disposal installation provided for such purpose, in the service areas. If such installation is not provided, a 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 "Sakshi VaradVinayak Phase-II", Apartment Condominium or that protrude through the walls of the roof of the 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 there under/said Act and the rules made thereunder.

SCHEDULE "A"

Description of the freehold Layout land and all other details:

All that piece and parcel of Layout on Gut No-26/3, Layout No-305/2015, JK/MNP/NRV/SSNR/2015/923, Date-04/08/2015 Having Plots 1 to 8, Situated at Himayat Nagar, Aurangabad Totally Admeasuring 5665.00 Sq.Mtrs.as shown in the plan annexed, and bounded as below:

On or towards the East :-Compound Wall
On or towards the West :-Plot No-05 & Aditya Complex
On or towards the South :- Survey No-26 Arvee Constructions
On or towards the North :-Gut No 26/1 And 26/2

.SCHEDULE "B"

Description of the Property Plots on which Construction has been Done

All that piece and parcel of Plots situated within the limits of Aurangabad Municipal Corporation being the portion of land out of Gut No-26/3, Plot No-6, 7 & 8, Situated at Himayat Nagar, Aurangabad Totally Admeasuring 2995.00 Sq.Mtrs.as shown in the plan annexed, and bounded as below:

On or towards the East :-Compound Wall
On or towards the West :-Plot No-05 & Aditya Complex
On or towards the South :- Survey No-26 Arvee Constructions
On or towards the North :-6 Meters Wide Road & Lay Out Open Space

SCHEDULE "C"

Row House/Apartment No. _____ of carpet area admeasuring _____ sq. mtrs. on _____ floor in the _____ along with usable floor area of enclosed balcony admeasuring _____ sq.mtrs. and attached usable floor area of open terrace area admeasuring _____ sq.mtrs. making a total usable floor area including the carpet area of _____ sq.mtrs. with covered parking space bearing number _____ situated at parking floor, to be constructed upon the "Sakshi VaradVinayak Phase-II" described in Schedule above. The said Apartment is more particularly shown in the plan hereto annexed as Annexure F in Red colour boundary line.

On or towards the East :-I
On or towards the West :-
On or towards the South :-
On or towards the North :-

ANNEXURE C

Structure	R.C.C. Framed structure
Walls	Outer wall 150 mm thick, Inner wall 100 mm thick with Brick wall.
Flooring	Vitrified 2' X 2' Flooring for All Rooms
Doors	Main Door – Ply frame/Teak Wood with PVC laminate . Internal Door – Flush door with PVC laminate .
Kitchen	Granite top Kitchen Platform with S.S. Sink and wall tile up to lental level above platform
Window	Powder coated 2 track Aluminum sliding windows and safety grills.
Plumbing	Concealed plumbing in G.I. Toilet- Concrete door frame with Flush Door, 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 in Flated Building

• **COMMON AREAS AND FACILITIES FOR ROW HOUSES ONLY**

1. Drainage chambers & lines.
2. Common Water Line
3. Internal Path ways.

• **COMMON AREAS AND FACILITIES FOR FLATED APARTMENT ONLY**

4. Parking.
5. Stair Case.
6. Water Tank & water lines.
7. Lift in Flated Building
8. Drainage chambers & lines.
9. Common electricity meter & all common electricity equipment/ittings.
10. 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.26/3, Situated at Himayat Nagar,Abad issued by the concern Talathi.
2.	Registered Sale Deed bearing No.05526-2012,Dtd.30/07/2012,executed by Mr.Bhagaji Nandram Bakle,Mr.Gunaji Ramsingh Bakle,Mr.Ramdas Ramsingh Bakle & Mr.Rupchand Nandram Bakle And Consenting Party Mr.Gangaram Bhawsingh Bakle & Mr.Fulchand Bhawsingh Bakle, with respect to Plot No 7 Admeasuring 900.10 Sq Mtr of Gut No. 26/3,situated at Himayat Nagar,Tq. & Dist. Aurangabad.
3.	Registered Sale Deed bearing No.2769,Dtd.29/04/2015,executed by Mr.Bhagaji Nandram Bakle,Mr.Gunaji Ramsingh Bakle,Mr.Ramdas Ramsingh Bakle & Mr.Rupchand Nandram Bakle And Consenting Party Mr.Gangaram Bhawsingh Bakle & Mr.Fulchand Bhawsingh Bakle with respect to Plot No 6 & 8 Admeasuring 2094.9 Sq Mtr,of Gut No. 26/3,situated at Himayat Nagar,Tq. & Dist. Aurangabad.
4.	Sanction Lay out No-305/2015,JK/MNP/NRV/SSNR/2015/923,Date-04/08/2015.
5.	And Amalgamation of Plot No-6 to 8, Gut No-26/3, JK/MNP/NRV/SSNR/2015/1917,Date-10/12/2015.
6.	Commencement Certificate bearing file No.346/17/2015-16,Permission No-676/2015-16,Dtd.11.12.2015, issued by the Municipal Corporation Aurangabad in the name of M/s.Sakshi Builders through Partners Mr.Arjun Ramkrishna Atkare and other with respect to the land Gut No.26/3, situated at Himayat Nagar,Tq. & Dist. Aurangabad.
7.	Partly Occupany Certificate No-JK/MNP/NRV/EP/135/2017-18 Office AMC,Aurangabad Dated-10/07/2017.
8.	Approved Map of Construction, issued by the Dy. Engineer, Town Planning, Municipal Corporation, Aurangabad, in the name of M/s.Sakshi Builders through Partners Mr.Arjun Ramkrishna Atkare and other, with respect to the land Gut No.26/3, situated at Himayat Nagar,Tq. & Dist. Aurangabad.
9.	Registered Power of Attorney, bearing NO.3787-2017, Dt.22.05.2017, executed by M/s.Sakshi Builders Through its partners Mr.Sambhaji Ramkrishna Atkare And Mr.Arjun Ramkrishna Atkare in favour of Mr.Sambhaji Ramkrishna Atkare And Resolution of M/s.Sakshi Heights Pvt Ltd.
10.	Registered Deed of Declaration And Revise Deed of Declaration bearing No., dtd. executed by M/s.Sakshi Builders Through its partners and GPA Holder Mr.Sambhaji Ramkrishna Atkare with respect to the land admeasuring 2995.00 Sq Mtr,of Gut No.26/3,situated at Himayat Nagar, Tq. & Dist. Aurangabad.
The photocopy of above referred Project Documents from Sr. No. 1 to 10, are handed over by the promoter/vendor to the purchaser & has acknowledged the same.	
Name of the Purchaser	
Signatures	
1.	-----
2.	-----

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter		
		
Signature	L.H. Thumb Impression	Photograph
M/s.Sakshi Builders Through its Partners Mr.Sambhaji Ramkrishna Atkare		

In presence of
1 Name: Address: Signature:
2 Name: Address: Signature:

Allottee/s		
1)		
2)		
3)		
Signature	L.H. Thumb Impression	Photograph