AGREEMENT OF ASSIGNMENT

Agreement of Assignment of a Flat no. _____ in " **INDRADHANU-A**" Plot no. 454 and 455 admeasuring 1573.00 Sq.Mt. Situated at Sector G.C.-I, Nagar-I of Village Tisgoan Forming part of Land Gut no. 174 (Pt), Situated Village Tisgoan Tq. Aurangabad, the stamp, value of Rs._____/- and actual sale value Rs._____/- Zone. _____ @ _____ /- Per Sq.Mt. This Agreement of Assignment is executed today on ___th day of January 2017 at Aurangabad between:

1. Mr. Naryan Janardhan Gawande
Age.: 49 Years, Occ.:- Service
R/o. Ankush Nagar, Tq. Ambad,
Dist. Jalna. ,
PAN no. ASAPG7203M
Aadhar no.
2. Mr. Sudhakar Shankarrao Chimane
Age.: 65 Years, Occ.:- Service
R/o. Ankush Nagar, Tq. Ambad,
Dist. Jalna. ,
PAN no. ADHPC3245J
Aadhar no.

[Hereinafter called as **ASSIGNOR/LESSEE** which expression shall mean and include all, their heir's successors, legal representatives, executors, administrators and assignees.]

AND

M/s. Pratraj Developers Pvt. Ltd. A Company incorporated and registered under Indian Companies Act 1956 having Reg. no. _____ dated _____ and having its principal place of business at At Ajinkya Bungalow, Bhagyanagar, Jalna (PAN NO. _____ _____) Through its Director and authorised Signatory as per board resolution dated _____ no. _____ Mr. _____ , Age.: _____ years, occ.: _____, R/o.: _____. **PAN No**. _____ AADHAR no. _____ hereinafter referred to as the "**DEVELOPER/BUILDER**" (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 include all its present and future directors, share holder and promoters, their legal representatives, executors, administrator and assignees).

AND

Mr.
Age: Years, Occ.: -
R/o.:

(Hereinafter called as **ALLOTTEE/ASSIGNEE**, which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators and assignees.)

WHEREAS :-

I. That the Property Plot no. 454 and 455 admeasuring 1573.00 Sq.Mt. Situated at Sector G.C.-I, Nagar-I of Village Tisgoan Forming part of Land Gut no. 174 (Pt), Situated Village Tisgoan Tq. Aurangabad allotted by CIDCO Authority as per Agreement of Lease dated 14.11.2006 to Assignor/Lessee and subsequently CIDCO authority also executed Agreement to Lease on dated 14th November 2006, and executed Lease Deed on 19.05.2015, which is launched for registration on 21.07.2015 and registered at Sr. No. 4396/2015 registered at the office of Sub-Register Aurangabad, which is specifically described in Schedule "A".

II. That Assignor/Lessee with intend to Develop their property they prepared the plan of for residential apartment and obtained the Commencement certificate from CIDCO Waluj Mahanagar Aurangabad vide Commencement certificate no. CIDCO/ATPO/BP/AUR/(WLJ)/2014(BP)/514 on dated 25.03.2014 and also commence construction as per Commencement granted by CIDCO Waluj Mahanagr Aurangabad.

III. That the Assignor/Lessee due to lack of experience in construction business, decided to given their Plot no. 454 and 455 to expert developer, accordingly they entered into cash Development Agreement with M/s. Pratraj Developers Pvt. Ltd. and accordingly registered Development Agreements came to be executed and at

Sr. No.214/20017 on 10.01.2017 and also irrevocable power of attorney registered at Sr. No. 215/2017 on 10.01.2017 executed in favour of the Developer Company.

IV. That Deed of Declaration U/Sec.2-a of **Maharashtra Apartment Ownership Act 1970** is executed and registered at Sr. No.469/2017 dated 20.01.2017 at the Office of Sub-Registrar Aurangabad, thereby the Proposed residential cum commercial building **"INDRADHANU-A"** is submitted to the provisions of **Maharashtra Apartment Ownership Act 1970.**

V. That the Flat being constructed on the property described in Schedule-A, will be known as **"INDRADHANU-A"** apartment and in no case the said name will be changed, in this project consist of one residential building in which 48 Flats, in which permission for 32 Flats granted and permission for 16 Flats awaited.

VI. That the Plot no. 454 and 455 admeasuring 1573.00 Sq.Mt. Situated at Sector G.C.-I, Nagar-I of Village Tisgoan Forming part of Land Gut no. 174 (Pt), Situated Village Tisgoan Tq. Aurangabad allotted by CIDCO on Lease for Residential and CIDCO is appointed special Planning authority in this locality.

VII. The Developer/Builder obtained necessary permissions by various Govt. departments for development of the said Property and construction of the said Building;

VIII. Title Report (which showing the title flow and encumbrances if any, to or upon the said Property) in respect of the said Property issued by Advocate competent to issue the same has been annexed herewith, as **ANNEXURE - A**. Search Report and Title Opinion has been handed over separately to the Allottee/Assignee herein and the same shall be read with this Agreement;

IX. The CIDCO, being a Planning Authority, under the Maharashtra Regional and Town Planning Act, 1966, has sanctioned the building plan. The relevant copies of the Commencement Certificate is annexed herewith and marked as **ANNEXURE-B;** Pursuant to and in accordance with the afore stated sanction plan and revisions thereof, sanctioned and approved by the CIDCO, the Developer/Builder has commenced the development on the said property;

X. While sanctioning the said plans, the CIDCO/Planning Authority imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Builder while developing the said Property and the construction of the said Building and upon due observance and performance of which only the Completion and Occupation certificates in respect of the said Project shall be granted by the Planning Authority;

XI. The Developer/Builder has entered into standard agreement with **"M/s. _____"** an architect registered with the council of architects and such agreement is as per the agreement prescribed by the council of architects and the also appointed **Mr.** _____ structural engineers for the preparation of the structural design and drawings of the said Building and the Developer/Builder accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Building;

XII. The Developer/Builder has at the time of allotment and prior to the execution hereof, as demanded by the Allottee/Assignee given inspection to the Allottee/Assignee of all documents of title relating to the said Project Property and the plans, designs and specifications prepared by the Architect; copies of documents inter alia such as all sanctions, permissions, licenses, clearances etcetera issued in favour of the Developer/Builder by various local/government /semi government bodies; right of the Developer/Builder to develop the said Project on said property; and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (said "ACT") and the Allottee/Assignee has satisfied himself about the plans, designs and specifications of said Flat, title of the Developer/Builder to the said Project Property, and Developer/Builder having development rights to develop the said Project property including and to allot and assign the said Flat ;

XIII. That the carpet area of the said Flat is in square meters and "**carpet area**" means the net usable floor area of an Flat ,

excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/Assignee, but includes the area covered by the internal partition walls of the Flat;

Explanation:- The Carpet area stated herein includes the area covered by the internal partition walls which may be constructed of plain bricks, reinforced bricks, clay, terracotta, drywall, concrete plain or reinforced, drywall, shear walls, precast concrete as those being walls that are partitions within the internal area of the Flat and also includes area covered by internal and attached Column's/Pillars to the internal partition walls of the Flat .

XIV. The Allottee/Assignee knowing well the above facts and having satisfied with the sanction plan, floor plan, specifications, design, areas, location of the Apartment building project, amenities, common area, leasehold right of Assignor/Lessee, title documents, sanctions, applied for allotment of a Flat bearing No. ___, admeasuring _____Sq.Mtrs. Carpet area, _____ Sq.Mt. enclosed balcony, _____ Sq.Mt. Open Balcony, _____ Sq.Mt. Open Terrace on _____ Floor, (_____ % common Area) in **INDRADHANU-A** being constructed on the said property, the Flat is more particularly described in the **Schedule-B** written hereunder and delineated in red in the floor plan which is also part of the said **Schedule-B,** with general specifications of construction more particularly described in the **ANNEXURE-** ____ written hereunder, which Flat is hereinafter referred to as the said "FLAT"; (For the sake of convenience of registration, smaller image of the relevant Floor Plan of building sanctioned by the Planning Authority and certified by the Architect is annexed as **Schedule-B** and a copy of sanctioned plan is separately provided to the Allottee/Assignee). The Developer/Builder has agreed to provide common areas and facilities for common use of the commercial cum residential, residents of the said Building and

the same shall be as described in the **ANNEXURE-____** enclosed hereto. Smaller images of present sanctioned building plan, delineating the said building are annexed and marked as **ANNEXURE-_____**.

XV. Relying upon the said application the Developer/Builder agreed to allot to the Allottee/Assignee herein the said Flat no. _____ at the price and on the terms and condition hereinafter appearing, and the Developer/Builder issued to the Allottee/Assignee an "**ALLOTMENT LETTER**" dated _____ to that effect; That 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;

XVI. Prior to the execution of these presents the Allottee/Assignee has paid to the Developer/Builder a sum of Rs._____/- (Rupees_____only) (not exceeding 10 % of the total consideration) as advance payment in compliance with clause 13(1) of the said Act), being part payment of the Assign price/consideration of the Flat agreed to be Assign by the Developer/Builder to the Allottee/Assignee as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Developer/Builder both hereby admit and acknowledge) and the Allottee/Assignee agreed to pay to the Developer/Builder the balance of the Assign price/consideration in the manner hereinafter appearing;

XVII. The Developer/Builder hereby clarifies that it has withdrawn all its advertisements and brochures etc-etera in respect of the said Project published prior to **01.05.2017** and the same are not in use since then; and the Allottee/Assignee hereby acknowledges the same. The Allottee/Assignee further hereby admit and confirms that he has relied only on the specification, elevation and drawing given in respect of the said Project by the Developer/Builder only after **01.05.2017**.

XVIII. The Allottee/Assignee having satisfied with the specification of the said Flat; and with the above said title documents and sanctions inspected by him, agreed to Assign the said Flat from the Developer/Builder and the Developer/Builder agreed to allot the same to the Allotee's/Assignee for and at the price hereinafter mentioned;

XIX. The Developer/Builder has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No._____; the authenticated copy of the same is annexed hereto and marked as **ANNEXURE-____**

XX. Under section 13 of the said Act the Developer/Builder is required to execute a written Agreement for Assignment of said Flat with the Allottee/Assignee, being in fact these presents and to register the 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 Developer/Builder hereby agrees to sell and the Allottee/Assignee hereby agrees to Assign Lease hold Rights the said Flat and the parties hereto therefore have executed this Agreement for Assignment to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under :-

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

1. The Developer/Builder shall construct the the one residential building building consist, and consisting of **P+____ upper floors** on the said property in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time.

   Provided that the Developer/Builder shall have to obtain prior consent in writing of the Allottee/Assignee in respect of variations or modifications which may adversely affect the Flat of the Allottee/Assignee except (i) any alteration or

addition required by any Government authorities or due to change in law, or (ii) the Developer/Builder may make such minor additions or alterations as may be required by the Allottee/Assignee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee/Assignee.

2. The Developer/Builder does hereby agree to sale, transfer and otherwise convey in the manner hereinafter mentioned, the said Flat No. _____, admeasuring _____ Sq.Mtrs. Carpet area, _____ Sq.Mt. enclosed balcony, _____ Sq.Mt. Open Balcony, _____ Sq.Mt. Open Terrace on _____ Floor, (_____ % common Area)in **INDRADHANU-A** which described in **Schedule-B**, residential cum commercial Building being constructed on the said property discribed in **Schedule-A** unto and in favour of the Allottee/Assignee herein, subject to the terms and conditions hereof and the Allottee/Assignee does hereby agrees to Assign the same from the Developer/Builder for the total consideration of Rs._____/- (Rupees _____) including cost of proportionate common area, and out of which Rs._____/- (Rupees _____) Assignee has paid the earneast amount to Developer/Builder as under :-

Sr	Cheque	Date	Amount	Bankers
1.				
2.				
3.				
4.				
		Total		

As such Developer/Builder hereby acknowledges the receipt of the same. The Assignee shall pay the remaining amount of consideration of in the manner provided in the clause No. 4 hereof.

3. The above said total consideration excludes Taxes (consisting of tax paid or payable by way of **GST (Goods and Service Tax), Cess, payment for electricity connection, electricity**

infrastructure charges, stamp duty, registration charges and payment relating to extra items etc. or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Flat and the above said total consideration 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 Developer/Builder undertakes and agrees that while raising a demand on the Allottee/Assignee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Builder 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/Assignee, which shall only be applicable on subsequent payments. The Developer/Builder may charge the Allottee/Assignee separately for any up-gradation /changes specifically requested, made changes in specification or additional work other then agreed in specification or approved by the Allottee/Assignee in fittings, fixtures and specifications and any other facility which have been done on the Allottee/Assignee request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

4. In consideration thereof the Allottee/Assignee paid and/or agreed to pay the above said total consideration for the Assign of the said Flat to the Promoter and the Developer/Builder agreed to accept the same from the Allottee/Assignee as per the Payment Schedule as under :-

Amount	***Particulars or Stage of Payment***
Rs._____	***20%*** *of the total price payable by the Assignee to the* Developer/Builder *on execution of Agreement*
Rs._____	***15%*** *of the total price payable by the Assignee to the* Developer/Builder *at the*

	time of completion of Plinth.
Rs._____	***05%*** *of the total price payable by the Assignee to the* Developer/Builder *at the time of commencement of the 2nd slab of the Building*
Rs._____	***05%*** *of the total price payable by the Assignee to the* Developer/Builder *at the time of commencement of the 03rd slab of the Building*
Rs._____	***05%*** *of the total price payable by the Assignee to the* Developer/Builder *at the time of commencement of the 04th slab of the Building*
Rs._____	***05%*** *of the total price payable by the Assignee to the* Developer/Builder *at the time of commencement of the 05th slab of the Building*
Rs._____	***05%*** *of the total price payable by the Assignee to the* Developer/Builder *on completion of walls, internal plaster, floorings, doors and windows of the said unit*
Rs._____	***10%*** *of the total price payable by the Assignee to the* Developer/Builder *on Completion the, Staircases, Lift wells, lobbies upto the floor level of the said unit*
Rs._____	***10%*** *of the total price payable by the Assignee to the* Developer/Builder *on Completion the external plumbing, and external plaster, elevation, terraces with waterproofing of the said building or wing of the said unit*
	05 % *sanitary Fittings*
Rs._____	***05%*** *Balance amount of the total price payable by the Assignee to the* Developer/Builder *at the time of delivery of possession on or after occupancy of certificate or completion certificate of the said unit.*
Rs._____	***Total (_____ Only) amount (100%)***

5. That, on completion of the Flat, the Assignee shall be given intimation by the Developer/Builder and within a **15 days** from the said intimation the Assignee will have to pay all the dues towards the price of the Flat, GST and other applicable cess, payment for electricity connection, electricity infrastructure charges and payment relating to extra items and get the Deed of Assignment executed in his/her/their favour at his/her/their own cost and take the possession of the Flat.

6. Subject to the terms of this Agreement and the Developer/Builder abiding by the construction mile stones, the Allottee/Assignee shall make all payments, on demand by the Developer/Builder, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand draft only or online payment (as applicable) in favour of **M/s. Pratraj Developers Pvt. Ltd**. The Developer/Builder herein on due date / or on reaching aforesaid construction milestone / stage as mentioned here in above, shall intimate the amount payable in writing or by digital email to the Allottee/Assignee and the Allottee/Assignee shall make payment of such due amount to the Developer/Builder within seven days from the date of such intimation. The Allottee/Assignee herein specifically agrees that he/she/they shall pay the total consideration along with the **GST** at actual applicable and such other applicable taxes, charges etc...
7. The Developer/Builder may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Assignee as per the aforesaid payment schedule. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Assignee by the Developer/Builder.
8. The Developer/Builder shall confirm the final carpet area, that has been allotted to the Allottee/Assignee after the construction of the said 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, enclosed balcony area, subject to a variation cap of (03 %) three percent. The total price payable for the said Flat shall be recalculated upon confirmation by the Developer/Builder. If there is any reduction in the carpet area and enclosed balcony area, within the defined limit then Developer/Builder shall refund the excess money paid by Allottee/Assignee 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/Assignee. If there is

any increase in the carpet area and enclosed balcony area allotted to Allottee/Assignee, the Developer/Builder shall demand additional amount from the Allottee/Assignee as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause no. 2 of this Agreement.

9. The Allottee/Assignee authorizes the Developer/Builder 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 Developer/Builder may in its sole discretion deem fit and the Allottee/Assignee undertakes not to object/demand/direct the Developer/Builder to adjust his payments in any manner.
10. Without prejudice to the right of the Developer/Builder to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/Assignee shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee/Assignee to the Developer/Builder 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 Developer/Builder under this Agreement, nor shall it be construed as condonation of delay by the Developer/Builder. The amount of interest may be informed to the Allottee/Assignee from time to time or on completion of the said Project and the Allottee/Assignee has/have agreed to pay the same as and when demanded before the possession of the said Flat.
11. Without prejudice to the right of Developer/Builder to charge interest in terms of above mentioned clause, on the Allottee/Assignee committing default in payment on due date of any amount due and payable by the Allottee/Assignee to the Developer/Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Assignee committing three defaults of

payment of installments, the Developer/Builder shall at his own option, may terminate this Agreement:

Provided that, Developer/Builder shall give notice of fifteen days in writing to the Allottee/Assignee, by Registered Post AD at the address provided by the Allottee/Assignee and mail at the e-mail address provided by the Allottee/Assignee, 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/Assignee fails to rectify the breach or breaches mentioned by the Developer/Builder within the period of notice then at the end of such notice period, Developer/Builder shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer/Builder shall refund the amount till then received from the Allottee/Assignee without any interest thereon within a period of 30 days, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh Only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/Assignee, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST or any other taxes charged by the Developer/Builder to the Allottee/Assignee till the date of such termination and the Developer/Builder herein shall be entitled to deal with the said Flat with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Developer/Builder shall not be considered as waiver of Developer/Builder absolute right to terminate this Agreement. For whatsoever reason if the Allottee/Assignee herein, without any default or breach on his/her/their part or on the part of the Developer/Builder, desire to terminate this agreement/ transaction in respect of the said Flat then, the Allottee/Assignee herein shall issue a prior written notice to the Developer/Builder informing the intention of the

Allottee/Assignee to terminate this Agreement and on such receipt of notice the Developer/Builder herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Developer/Builder shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee/Assignee shall be entitled to receive the refund of the amount till then paid by the Allottee/Assignee to the Developer/Builder without any interest thereon within a period of six months, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh Only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/Assignee, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST and LBT charged by the Developer/Builder to the Allottee/Assignee till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Developer/Builder and Allottee/Assignee herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Developer/Builder and Allottee/Assignee herein, in respect of the said Flat, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

12. The Developer/Builder shall have first and permanent lien and charge upon the said Flat and the right, title and interest of the Allottee/Assignee therein for all moneys due and payable by the Allottee/Assignee to the Developer/Builder under this agreement.
13. The Developer/Builder shall construct on the said property the said Building in accordance with plans, designs and specifications as seen and approved by the

Allottee/Assignee prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Developer/Builder in their absolute authority may consider expedient. Provided that the Developer/Builder shall have to obtain prior consent in writing of the Allottee/Assignee in respect of variations or modifications which may adversely affect the Flat of the Allottee/Assignee except any alteration or addition required by any Government authorities or due to change in law.

14. The Developer/Builder hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Developer/Builder shall, before handing over possession of the said Flat to the Allottee/Assignee obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Flat. The terms, conditions, stipulations and restrictions imposed by the concerned authorities at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/Assignee herein and all Allottee/Assignee of the Flat of the said Project and Developer/Builder.
15. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Developer/Builder in the said building and the Apartment are as set out in **Annexure-____**, annexed hereto.
16. The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

    a. The Developer/Builder agrees and understands that timely delivery of possession of the Flat is the essence of this Agreement. Subject to receipt of total consideration and dues of the Developer/Builder and taxes thereon are paid by the Allottee/Assignee in respect of the said Flat on time, in terms of these presents, the Developer/Builder, based on the

approved plans and specifications, assures to handover possession of the said Flat **on or before _____ (i.e. date of possession). Provided** that the Developer/Builder shall be entitled to reasonable extension of time as agreed by and between the Allottee/Assignee and the Developer/Builder for giving possession of the Flat on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Further if the completion of building in which the Flat is to be situated is delayed on account of :–

(i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project or due ban on construction due to shortage of sand or water etc-etera by local body the Allotte has committed any default in payment of installment as mentioned here in above (without prejudice to the right of the Developer/Builder to terminate this agreement mentioned herein above), any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee/Assignee, non-availability of steel, cement or any other building materials, water or electric supply, any delay on the part of the Office of the Collector, Aurangabad or any other Public Body or Authority, including the MSEDCL, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Developer/Builder on the said land, any other reasons beyond the control of the Developer/Builder or ("Force Majeure").

(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project/building could not be carried by the Developer/Builder as per sanctioned plan due to specific stay or injunction orders relating to the said Project

from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

b. If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/Assignee agrees that the Developer/Builder shall be entitled to the extension of time for delivery of possession of the Flat , provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Assignee agrees and confirms that, in the event it becomes impossible for the Developer/Builder to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Builder shall refund to the Allottee/Assignee the entire amount received by the Developer/Builder from the Allottee/Assignee within 30 days' from that date. After any refund of the money paid to the Allottee/Assignee, Allottee/Assignee agrees that he/she/they shall not have any rights, claims etc. against the Developer/Builder and that the Developer/Builder shall be released and discharged from all its obligations and liabilities under this Agreement.

c. The Allottee/Assignee further agree that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Flat shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Flat and he can cohabit in the said Flat. However if the Developer/Builder is not allowed by the Allottee/Assignee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Developer/Builder.

d. The Developer/Builder, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/Assignee intimating that, the said Flat is ready for use and occupation. The Allottee/Assignee herein shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Developer/Builder as per terms and conditions of this Agreement and take the possession of the said Flat within 15 days' from the date of written intimation issued by the Developer/Builder to the Allottee/Assignee herein. The Developer/Builder agrees and undertakes to indemnify the Allottee/Assignee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Builder. The Allottee/Assignee agrees to pay the maintenance charges as determined by the Developer/Builder body of the Allottee/Assignees/association of Allottee/Assignee, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/Assignee to apply and get necessary services the same shall not be undertaken by the Developer/Builder and the Allottee/Assignee shall be solely responsible for the same.

e. Upon receiving a written intimation from the Developer/Builder as stated hereinabove, the Allottee/Assignee shall take possession of the said Flat from the Developer/Builder by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Developer/Builder shall give possession of the said Flat to the Allottee/Assignee. In case the Allottee/Assignee fails or commits delay in taking possession of said Flat within the time provided hereinabove, such Allottee/Assignee shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat and the

Developer/Builder shall not be liable for the maintenance, wear and tear of the said Flat.

f. After obtaining the occupancy certificate and handing over physical possession of the said Flat to the Allottee/Assignee, it shall be the responsibility of the Developer/Builder to handover the necessary documents and plans, including common areas, to the association of the Allottee/Assignee or the competent authority, as the case may be, as per the local laws. Further that the Allottee/Assignee has given his specific confirmation herein that the responsibility of title of the properties mentioned in the **Schedule No. A & B** shall be on the Developer/Builder up and until the conveyance of the same as envisaged hereinafter.

g. Except for occurrence of the events stating herein above, if the Developer/Builder fails to complete or is unable to give possession of the said Flat; (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Developer/Builder on account of suspension or revocation of the registration under the said Act; or for any other reason; the Developer/Builder shall be liable, on demand to the Allottee/Assignee, in case the Allottee/Assignee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat by deducting applicable taxes and charges, with the interest as specified in the Rules of the said Act with the intrest as per State Bank of india highest Marginal cost of Landing rate plus 2 % percent per annum within 30 days including compensation in the manner as provideds under the Act, within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee/Assignee does not intend to withdraw from the said Project, the Developer/Builder shall pay the Allottee/Assignee interest as specified in the Rules of the said Act, on all amounts paid by the Allottee/Assignee, for every

month of delay, till handing over of the possession of the said Flat.

17. Time is an essence of this Agreement for the Developer/Builder as well as the Allottee/Assignee. The Developer/Builder shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/Assignee and the common areas to the association of the Allottee/Assignees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Assignee shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Builder as provided hereinabove ("Payment Schedule" above for brevity).
18. If within a period of 05 years as specified in the Rules of said Act, the Allottee/Assignee from the date of handing over the said Flat or within 15 days from the date of intimation by the Developer/Builder to take the possession of the said Flat whichever is earlier, brings to the notice of the Developer/Builder any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Developer/Builder at his own cost and in case it is not possible to rectify such defects, then the Allottee/Assignee shall be entitled to receive from the Developer/Builder, compensation for such defect in the manner as provided under the Act.
19. Provided however, that the Allottee/Assignee shall not carry out any alterations of the whatsoever nature in the said Flat /Pasage/Balconey/Parking area or any place of the said Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/Assignee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works

are carried out without the written consent of the Developer/Builder the defect liability automatically shall become void.

20. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer/Builder, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature etc.
21. That it shall be the responsibility of the Allottee/Assignee to maintain his Flat in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat are regularly filled with white cement / epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Developer/Builder to the Allottee/Assignee ends before the defects liability period and such warranties are covered under the maintenance of the said Flat or Building, and if the annual maintenance contracts are not done/ renewed by the Allottee/Assignee the Developer/Builder shall not be responsible for any defects occurring due to the same.
22. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Flat and the common project amenities wherever applicable.
23. That the Allottee/Assignee has been made aware and the Allottee/Assignee expressly agrees that the regular wear and tear of the entire Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Provided further that any deviation in usage/maintenance of the said Flat in contravention to User

Manual shall amount to default on part of the Allottee/Assignee towards proper maintenance of the residential cum commercil building and the Allottee/Assignee shall not be entitled to claim any compensation against defect liability from the Developer/Builder. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Assignee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the said Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/Assignee shall permit the Developer/Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

24. Howsoever for the purpose of defect liability on towards the Developer/Builder, the date shall be calculated from the date of handing over possession to the Allottee/Assignee for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Flat by the Developer/Builder whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said building as stated in this Agreement. That further it has been agreed by the Allottee/Assignee that any damage or change done within the Flat sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/Assignee then the Allottee/Assignee expressly absolves the Developer/Builder from the same.

25. The Developer/Builder hereby represents and warrants to the Allottee/Assignee as follows:

i. The Owner has clear and marketable title with respect to the said Property; as declared in the title certificate/report annexed to this agreement and the Developer/Builder has the requisite rights to carry out development upon the said

Property/Project Land and also has actual, physical and legal possession of the said Property for the implementation of the Project;

ii. The Developer/Builder 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 said Property 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 said Property or Project;

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

vi. The Developer/Builder 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/Assignee created herein, may prejudicially be affected;

vii. The Developer/Builder has not entered into any agreement for Assignand/or any other agreement / arrangement orally or in writing with any person or party with respect to the said Property, including the Project and the said Flat which will, in any manner, affect the rights of Allottee/Assignee under this Agreement; other than the encumbrances mentioned in Title Report.

viii. The Developer/Builder confirms that the Developer/Builder is not restricted in any manner whatsoever from selling the said

Flat to the Allottee/Assignee in the manner contemplated in this Agreement;

ix. At the time of execution of the Convaynce of the structure to the association of Allottee/Assignees the Developer/Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Assignees;

x. The Developer/Builder has duly paid and shall continue to pay and discharge undisputed 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 Developer/Builder in respect of the said Property and/or the Project except those disclosed in the title report.

26. The Allottee/Assignee or himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenants with the Developer/Builder as follows :-

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

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which

the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/Assignee in this behalf, the Allottee/Assignee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer/Builder to the Allottee/Assignee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Assignee committing any act in contravention of the above provision, the Allottee/Assignee 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Developer/Builder.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property

and the building in which the Flat 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 Flat in the compound or any portion of the said Property/Project Land and the building in which the Flat is situated.

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

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 Flat by the Allottee/Assignee for any purposes other than for purpose for which it is sold.

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

x. The Allottee/Assignee shall observe and perform all the rules and regulations may adopt 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 Flat 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 and also adhre the bylawas mentioned in Deed of Declration **U/s.2-a Maharashtra Apartment Ownership Act 1970**. The Allottee/Assignee shall also observe and perform all the stipulations and conditions laid down by the Developer/Builder regarding the occupancy and use of the Flat 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. The Allottee/Assignee shall not be entitled to claim possession of the said Flat until the Occupation / Completion Certificate is received from the local authority and the Allottee/Assignees has paid all dues payable under this Agreement in respect of the said Flat to the Developer/Builder and has paid the necessary maintenance amount/deposits, GST and other applicable Cess and other taxes payable under this Agreement.

xii. That the Allottee/Assignee shall indemnify and keep indemnifying the Developer/Builder against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/Assignee.

xiii. That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Developer/Builder and the Allottee/Assignee and the same shall be paid by the Allottee/Assignee as agreed mutually.

xiv. That nothing herein contained shall constitute as entitling the Allottee/Assignee any right on any of the adjoining, neighbouring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Assignee to the Developer/Builder in this regards.

xv. That, from the date of possession of Flat, the Allottee/Assignee will be bound to pay all the taxes of local authority and other taxes attributable to the Flat Assigned by him, whether assessed separately or not. Similarly from the date of Assignment Deed or possession whichever is earlier, the Allottee/Assignee is liable to pay common maintenance charges without any demur, either he may use or not use the said Flat personally or through anybody claiming through him.

xvi. That the Allottee/Assignee will also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour. That the Assignee of **Flat** is

liable to pay **Rs._____/-** towards one time initial corpus fund for common maintenance deposit, this amount collected and deposit in separate account and Developer/Builder have no concern with the same and in addition to this, the Assignee is liable to pay monthly contribution of **Rs._____/-** without any demur. The Developer/Builder will do common maintenance of the project only for **06 months** from the date of first possession handover to any of the Assignee in the project and after 06 Months, all the Allottee/Assignee shall do the work of maintenance work on their own, even they use or not use the said unit and Developer/Builder will not be responsible in any manner.

27. The Allottee/Assignee has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/Assignee shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Developer/Builder, the Allottee/Assignee has agreed to Assign the said Flat from the Developer/Builder.
28. The CIDCO or any local body not provided potable water in Itkheda locality at present as per condition of commencement certificate, however Developer/Builder provided water through bore well on which motor installed and at present sufficent water avilable, in case in future any shortage of water in that situation all the Allotees/Assignee shall make arrangemnt at their own cost. The Developer/Builder shall not be in any way responsible for non-supply or inadequate supply of water to the Project.
29. The Allottee/Assignee shall not use or permit to be used the said Flat or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building or at any time thereafter.
30. The Allottee/Assignee shall not let, sublet, transfer, assign or part with the possession of the said Flat or any part thereof nor shall the Allottee/Assignee create any lease, lien,

mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Flat or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/Assignee in any manner whatsoever until entire consideration and all dues, taxes and GST at actual etc. payable by the Allottee/Assignee under this agreement are paid in full and only if the Allottee/Assignee has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Developer/Builder to whom the said Property/Project Plots and the said Building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.

31. After the Developer/Builder executes this Agreement he shall not mortgage or create a charge on the said Flat 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 right and interest of the Allottee/Assignee who has/have taken or agreed to take such Flat.

32. If the Allottee/Assignee is purchasing the said Flat from the Developer/Builder for investment purpose, then the Allottee/Assignee shall be entitled to sell the said Flat even during the construction stage to any person of own choice. The Developer/Builder shall issue in his favor necessary No-Objection Certificate to that effect and also shall co-operate the Allottee/Assignee in that regard, provided i) the Allottee/Assignee pays entire consideration amount to the Developer/Builder before so selling the said Flat, and ii) the subsequent Allottee/Assignee of the said Flat absolutely consents to abide by all terms and condition of this Agreement and also Deed of Declartion executed by Developer/Builder for all purposes and unconditionally agrees to stand in the shoes of the Allottee/Assignee. If the Allottee/Assignee transfers/ assigns the said Flat in favour of the subsequent Allottee/Assignee within stipulated period laid

down by relevant law/s time being in force the Allottee/Assignee subsequent Allottee/Assignee will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

33. The Allottee/Assignee prior to the execution hereof has/have perused (a) all the documents under which the Developer/Builder acquired the ownership rights in respective portions of the said Property, (b) all documents under which the Developer/Builder acquired title and ownership rights over the said Property and to sell the Flat constructed by the Developer/Builder in the course of such development of the said Property and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Property and are satisfied with the legality and adequacy of the same.
34. The Developer/Builder shall maintain a separate account in respect of sums received by the Builder/Developer 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.
35. The Developer/Builder hereby declares that as per the prevailing Development Control Regulation the total FSI in respect of the said Property is admeasuring Plot no. 454 and 455 admeasuring 1573.00 Sq.Mt., at present FSI 1.0 and Paid FSI 0.5 therefore total FSI 2359.50 Sq.Mt., as per permission granted by CIDCO consumed FSI admeasuring _____ Sq.Mt. consumed and blance FSI _____ Sq.Mt.
36. The Allottee/Assignee shall use the Flat or any part thereof or permit thesame to be used only for purpose of commercial as well residence only. He shall use the parking space only for purpose of keeping or parking vehicle only.
37. The Allottee/Assignee along with other Allottee/Assignee(s)s of Flat shall join in forming and registering the Associatio or Society to or some such name as the Developer/Builder 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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer/Builder within seven days of the same being forwarded by the Developer/Builder to the Allottee/Assignee, so as to enable the Developer/Builder to register the common organisation of Allottee/Assignee. No objection shall be taken by the Allottee/Assignee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association or Deed of Declaration 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.

38. As mentioned herein above, a single Assocition or Co-operative Housing Society shall be formed and registered for the building as and when required. The Developer/Builder shall submit the application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within three months from the date on which fifty one per cent of the total number of Allottee/Assignees in such a Flat have booked this Flat .

39. The Developer/Builder shall execute conveyance in respect of the entire undivided or inseparable land underneath all building, in favour of a Co-operative Housing Society if nedeed, on or before **15.10.20**_____ subject to force majeure or the circumstances beyond the control of the Developer/Builder and also subject to reasonable extension and also subject to the Rights of the Developer/Builder to dispose off the remaining Flat , if any, Provided that, after conveying the title to the association of Allottee/Assignees as mentioned in above, the Developer/Builder shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Flat or building which is still not sold or allotted and shall be allowed to do so by the Co-

operative Housing Society or Maintaincae Society without any restriction on entry of the building and development of common areas; Provided further that, in such case, the Developer/Builder shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned here in above.

40. Under no circumstances, the Allottee/Assignee or the organization of the Allottee/Assignee shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/Assignee including in their share of contribution in maintenance charges either to the Developer/Builder or to any other agencies or authorities, is actually paid by such Assignee/ organization of Assignees, All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee/Assignee only.

41. The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Flat shall be as under :-

1. The said Project shall be known and called as **"INDRADHANU-A"**.
2. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and The **Maharashtra Apartment Ownership Act 1970 and rules there under**.
3. That Developer/Builder after completion of the said Project as per provisions of the The Maharashtra Apartment Ownership Act 1970, the promotor will form and register Association or Co-oprative society or Mainteanance Society. The Allottee/Assignee shall observe rules and regulations of the Society.
4. The amenities/facilities, common areas and rights of ways et cetera as enlisted in Annexure-I shall be enjoyed by all the Allottee/Assignees of said Project jointly, unless the Developer/Builder has provided otherwise. After completion of the said Project the common areas and amenities/

facilities as enlisted in the Annexure-I shall be handed over by the Developer/Builder Allottee/Assignee and they shall maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the respective Flat Assignees.

5. Under no circumstances, the Allottee/Assignee shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/Assignee either to the Developer/Builder or to any other agencies or authorities are actually paid by the Allottee/Assignee.

42. The Developer/Builder shall give membership of the Allottee/ Assignee only on receiving entire consideration and/ or other dues and deposits from him. Further the Allottee/ Assignee shall sign necessary forms, papers and documents as per the direction of the Developer/Builder as and when required by the Developer/Builder.

43. The Allottee/Assignee shall on or before delivery of possession of the said Flat keep deposited and paid with the Developer/Builder, the following amounts:-

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

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

(iii) Rs._____/- for proportionate share of taxes and other charges/levies in respect of the Society or condominium or Limited Company/Federation/ Apex body.

(iv)Rs. _____/- for electric connection, infrasrcture, meter charges, cabling as well sub-station to be provided in said project formation.

(v) The Allottee/Assignee shall pay to the Developer/Builder a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer/Builder 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 or assignment of lease.

(vi) That the **Flat** Assignee is liable to pay **Rs._____/-** on account of corpous amount towrads common maintenance charges payable within 15 days from the date of letter of offering possession of the said Flat to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, garden and other services and amenities of the said Property / Project Land and in the building/s standing thereon and the said Property /Project Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/Assignee shall not withhold any payment of the amount demanded by the Developer/Builder under this clause on any ground whatsoever. The Allottee/Assignee hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Developer/Builder may differ. In case actual expense exceeds the estimate the Developer/Builder shall be entitled to demand additional amount towards such short fall.

The Allottee/Assignee admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Developer/Builder or. The Allottee/Assignee shall not be entitled to any interest on sums so paid.

44. It is explicitly and irrevocably agreed, by the Allottee/Assignee that this Assign by the Allottee/Assignee is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/Assignee on receipt of intimation thereof with required evidencing documents, by the Joint Allottee/Assignee, the name of such deceased Allottee/Assignee shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/Assignee and to exclusion of any other heirs of such deceased Allottee/Assignee. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Flat then it is the sole responsibility of the remaining Co-Allottee/Assignees to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottee/Assignees. The Developer/Builder is not responsible in any manner whatsoever for cost & consequence.

45. Any delay tolerated, indulgence shown by the Developer/Builder in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/Assignee by the Developer/Builder shall not be considered or construed as a waiver on the part of the Developer/Builder of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/Assignee nor shall the same in any manner prejudice the rights of the Developer/Builder.

46. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and Building or any part thereof. The Allottee/Assignee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer/Builder, until the conveyance is made in favour of the society, as envisaged hereinbefore. It is further creaifys that the Developer/Bulider allreday submitted this project **INDRADHANU-A** to Apartment Ownership Act 1970 by

executing Deed of Declration U/s. 2 A of said act, as per provisons of 10 (2) **Maharashtra Ownership Flats** (Regulation of the promotion of. 3. construction, sale, management and transfer) **Act**, 1963, If any property consisting of building or buildings is constructed or to be constructed 2 [and the promoter submits such property to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and registering a Declaration as provided by that Act] then the promoter shall inform the Registrar as define in the Maharashtra Co-operative Societies Act, 1960, accordingly; and in such cases, it shall not be lawful to form any co-operative society or company. In view of these legal position the Developer/Builder if necessary will execute conavaynce if favour of propose Association or society or apexboday as and when required.

47. The Allottee/Assignee shall not any time demand partition of his/her/their interest in the said Flat and/or in the said Property/Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/Assignee in the said Flat and/or in the said Property/Building are impartible and it is agreed that the Developer/Builder shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Flat in favour of the Allottee/Assignee except as is herein expressly provided.

48. All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Property /Building and/ or the said Flat and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/Assignee. The Allottee/Assignee hereby undertake to indemnify and keep the Developer/Builder indemnified all the time and keep the Developer/Builder harmless from all losses that may be suffered by the Developer/Builder on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings

etcetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/Assignee.

49. By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST etcetera under concerned Acts/Rules/ Legislations etcetera, as a Assignor otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/Assignee on demand at any time without rendering either the Developer/Builder liable in this behalf in any manner whatsoever. In such an event the Developer/Builder shall have the right to recover/collect, such tax(es), duties by the Allottee/Assignee.
50. The Allottee/Assignee hereby agrees that till the management of the said Building of the said Project is handed over to all the Allottee/Assignees participating in the said Project, the Developer/Builder shall be entitled to look after day to day maintenance of the said Project/Building to be constructed on the said Property up to 06 Months from handing over 1st possession of Flat .
51. The Allottee/Assignee has willingly participated in the said Project of the Developer/Builder and Allottee/Assignee shall pay to the Developer/Builder the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/Assignee hereby indemnify the Developer/Builder from all losses that may be incurred by the Developer/Builder on account of such non/delayed payment and Allottee/Assignee hereby indemnify to keep the Developer/Builder harmless and free from such losses.
52. The Developer/Builder shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

53. All notices to be served on the Allottee/Assignee in connection with this Agreement shall be deemed to have been duly served on the Allottee/Assignee if sent to any one of the Allottee/Assignee by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Allottee/Assignee:-

_____
_____
_____
_____

Notified Email ID: _____

54. All notices to be served on the Developer/Builder in connection with this Agreement shall be deemed to have been duly served on the Developer/Builder if sent by Registered Post/ Speed Post at their following address:

Name of Developer/Builder:-

M/s. Pratraj Developers Pvt. Ltd. A Company registered under companies, Act 1956 and having registered office At Ajinkya Bungalow, Bhagyanagar, Jalna.
Notified Email ID:

It shall be the duty of the Allottee/Assignee and the Developer/Builder 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 Developer/Builder or the Allottee/Assignee, as the case may be. Further, that in case there are Joint Allottee/Assignees all communications shall be sent by the Developer/Builder to the Allottee/Assignee whose name appears first and at the address given by his/him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Assignee.

55. The Allottee/Assignee shall pay adequate stamp duty, registration charges and present this Agreement as well as AssignDeed at proper registration office within the time limit prescribed by the Registration Act and the Allottee/Assignee and the Developer/Builder shall attend such office and admit execution thereof.
56. In case the Allottee/Assignee mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/Assignee herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Allottee/Assignee agree to do so without holding the Developer/Builder responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.
57. 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 Flat .
58. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee/Assignee of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes. Further, the Allottee/Assignee agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation/benefit given to the Developer/Builder in turn for which no conveyance has occurred to the ultimate body of Flat Allottee/Assignees expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/Assignee

to the Developer/Builder for the same; save and except his right to enjoy and use the Apartment Assignd by him and any other rights given by the Developer/Builder to the Allottee/Assignee for which consideration has been dispensed.

59. 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.
60. Wherever in this Agreement it is stipulated that the Allottee/Assignee has to make any payment, in common with other Allottee/Assignees in said Project, the same shall be in proportion to the carpet area plus enclosed balcony area (if any) of the said Apartment to the total carpet area plus total balcony area (if any) of all the Apartments of the said Project, such area is called as Sharing area.
61. 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.
62. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

63. 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.
64. This Agreement may only be amended through written consent of the Parties.
65. The Developer/Builder has handed over Search Report and Title Opinion to the Allottee/Assignee separately as per provisions of the said Act and the contents of the said Search Report forms part and parcel of this Agreement.
66. The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/Assignee.

SCHEDULE "A"

All that part and parcel of Plot no. 454 and 455 admeasuring 1573.00 Sq.Mt. Situated at Sector G.C.-I, Nagar-I of Village Tisgaon Forming part of Land Gut no. 174 (Pt), Situated Village Tisgaon Tq. Aurangabad bounded by,

TOWARD EAST :- PLOT No. 453 & parking
TOWARD WEST :- PLOT No. 439, 440, 441
TOWARD SOUTH :- PLOT No. 443 , 444 , 445
TOWARD NORTH :- PLOT No. 456

SCHEDULE- B

All that part and parcel of Flat bearing No. _____, admeasuring _____ Sq.Mtrs. Carpet area, _____ Sq.Mt. enclosed balcony, _____ Sq.Mt. Open Balcony, _____ Sq.Mt. Open Terrace on _____ Floor, (_____ % share common Area) in **INDRADHANU-A** as a unit cost constructed on above property, bounded by :-

TOWARD EAST :-
TOWARD WEST :-
TOWARD SOUTH :-
TOWARD NORTH :-

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED HERE IN UNDER AT AURANGABAD.

ASSIGNOR/LESSEE

1.Mr. Naryan Janardhan Gawande

2. Mr. Sudhakar Shankarrao Chimane

Through their GPA

M/s. Parthraj Developers Pvt. Ltd.

DEVELOPER/BUILDER

M/s. Parthraj Developers Pvt. Ltd.

Through it's director and authorised signatory

As per board resolution dated _____:

ALLOTTEE/ASSIGNEE

MR.

WITNESSES :-

1.

AGE. OCC.

R/O.

2.

AGE. OCC.

R/O.

LIST OF ANNEXURE'S

ANNEXURE – A

Copy of detailed Title Cum Serach repoart issued by Advocate Anil P Malani in respect of property Plot no. 454 and 455 admeasuring 1573.00 Sq.Mt. Situated at Sector G.C.-I, Nagar-I of Village Tisgaon Forming part of Land Gut no. 174 (Pt), Situated Village Tisgaon Tq. Aurangabad.

ANNEXURE –B

ANNEXURE –C

Copy of Sanctioned Building Permission obtained from Aurangabad Municipal Corporation, Aurangabad.

ANNEXURE – C-1

Copy of Index-II of registered Deed of Declaration U/s. 2-a of Apartment ownership Act 1970.

ANNEXURE -D

Copy of Part Plan/Floor Plan in respect of Flat agreed to Assign under this agreement of sale.

ANNEXURE –E

List of Specification of construction of Apartment Building as well common area and faclilities including brand and specification etc.

ANNEXURE -F

Copy of the Registration Certificate issued in respect of residential Apartment granted by The Real Estate Regulatory Authority.

ANNEXURE -G

List of items that would be covered as maintainance of project, which is not covered under defect laiblity.

ANNEXURE-H

List of Common Amenties to be given in said project.

RECEIPT/ACKNOWLEGEMENT

Received of and from the Allotee/Assignee Mr./Mrs. _____ the sum of Rs._____/- on booking as well on execution of this agreement towards earnest money deposit or application fees.

I received all documents. I Received amount.

Mr.
Allottee/Assignee.

Mr.
M/s. Pratraj Developers Pvt. Ltd.
Developer/Builder.

WITNESSES :-

1. Mr.
AGE. OCC.
R/O.

2. Mr.
AGE. OCC.
R/O.