

City Bharati Techno Heritage LLP

Office No 101 to 104, CTS No 19149, 1st Floor "Sai Trade Center", Station Road Near Mayor
Bungalow, Aurangabad (Maharashtra) 431 005

CIN No :AAB-0109

Phone : +0240-2345016 Email : accnbcc@gmail.com

To,

Date:-

Mr

Aurangabad

Sub: Allotment of Shop/ Office

Dear Sir,

This is to confirm that the initial payment of **Rs.** _____/- (Rs. _____ only) by cheque no _____, _____ bank dated _____, out of the total of **Rs.** _____/- (Rs. _____ only) is being received from you against the Shop/ Office **no** _____ - _____ Type, at our site Nirman Bharti City Centre CTS No 17849/4 Sillekhana Samarth Nagar , Aurangabad. The terms and conditions of booking of the Shop/office are defined as per the agreement to sale. All the terms and conditions will be binding on the customer as per the agreement to sale.

Following are the details of the charges that will be applicable to you in addition to the above mentioned charges.

Other charges:

1. Maintenance charges: One time maintenance **Rs 250/- per Sq ft)**
2. Infrastructure charges of lurn sum **Rs 1,00,000/-** against the MSEB, water, documentation fees, etc
3. Stamp duty, registration charges, GST, any other taxes charges extra as applicable from time to time

I hereby congratulate and thank you for being the part of Nirman Bharti City Centre
Welcome

Regards,

Accounts,

City Bharti Techno Heritage LLP



AGREEMENT FOR SALE FOR OFFICE

Zone No. 1.375 Rate @ Rs. /- per Sq. mts.,

Actual Consideration RS _____/-

GOVT Value RS. _____/-

THIS AGREEMENT for sale of OFFICE made and executed at
AURANGABAD on this _____ day, in the month of



1. _____

Age: _____ Years, Occupation: _____

PAN NO:- _____

BOTH R/O.: _____

Project Name/ SCHEME: NIRMAL BHARATI CITY CENTER

Building No : C TYPE BUILDING

Floor No : _____ FLOOR

OFFICE No : _____

LOCATION/VILLAGE : BEHIND M.P. LAW COLLEGE,
SILLEKHANA, AURANGABAD

City Survey No/ GUT NO.: 17849/4

DISTRICT :- AURANGABAD

TOTAL CONSIDERATION AMOUNT OF OFFICE

Rs: _____ /-(Rs. _____ Only)



AGREEMENT EXECUTED
BETWEEN

Through DEVELOPER/ PROMOTER/ GPA HOLDER

M/s. CITY BHARTI TECHNO-HERITAGE LLP,

A Limited Liability Partnership firm registered under the provision of Limited Liability Act, 2009 and having its registered office at Office No-101, Sai Trade Center, Station Road, Aurangabad through its Partners/ Authorised Signatories –

1. MR NAVIN HUMANPRASAD BAGADIYA

Age: 41 Years. Occ: Business

R/O: Vedantnagar, Aurangabad.

Hereinafter referred to as the **"DEVELOPER/ BUILDER/ PROMOTER"**.

(Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Partnership firm and the partners of the said firms, their executors and assignees) PARTY OF THE FIRST PART.

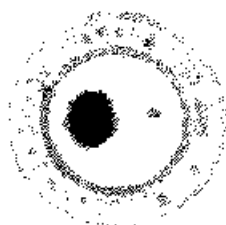
AND

Mr. Shaikh Zuber Shaikh Khurshid Ahmad,

Age :- 60 yrs, Occ :- Business,

R/o. Camp Area, Pune.

Hereinafter referred to as **"THE OWNER/ CONSENTING PARTY"**/ Co-promotor (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns)



AND

1. _____

Age: _____ Years, Occupation: _____

PAN NO:- _____

BOTH R/O.: _____

Hereinafter referred to as the "PURCHASER", Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser, his successors and permitted assignees alone so far as the obligations on the part of the Promoter concerned.

.....PARTY OF THE SECOND PART.

WHEREAS :-

The OWNER/ CONSENTING PARTY is the absolute owner and possessor of the property mentioned below :

CTS No. 17849/4, adm. 1653.63 sq.mtrs. forming part of Survey No. 91, situated at Behind M.P. Law College, Sillekhana, Aurangabad.

2. The OWNER/ CONSENTING PARTY firm has purchased the said landed property as Under :-

3. That In pursuance to said sale deeds, name of Mr. Shaikh Zuber Shaikh Khurshid Ahmad i.e., **OWNER/Co-promotor/ CONSENTING PARTY** is entered in the survey No. 91 as owners and possessor and after sub-division, name of the Owner/Co-promotor / Consenting Party is mutated and recorded in City Survey Record in CTS No. 17849/4 vide Mutation Entry No. 5770. Certified copy of PR Card of CTS No. 17849/4 is annexed to and marked as **annexure I** and shall form part and parcel of this Agreement. The said property is described below;



A1 THE DESCRIPTION OF SCHEDULED PROPERTIES:

Part and Parcel of Property bearing Land Survey No. 91, CTS No. 17849/4, adm. 1653.63 sq.mtrs. (Out of total land adm. 142 R, i.e., 3 Acre 20 Guntha) situated at Behind M.P. Law College, Sillekhana, Aurangabad and bounded as under:-

The said PROPERTY/ PLOT is more particularly delineated in the plan annexed hereto by redlines.

4. The Owner/ Co-promotor/ consenting party has executed Development Agreement dated 27th June 2012 in favour of Developer/ Builder/ Promoter, which is duly registered at day book Sr. No. 4656 in the office of Sub-Registrar, Aurangabad and further executed Deed of Rectification dated 13th October 2014 registered at day book Sr. No. 6943 in the office of Sub-Registrar, Aurangabad. As per the terms and conditions of Development Agreement and Deed of Rectification, the Developer/ Promoter is authorized and entitled to carry out development work on the said properties and has right to sell and transfer the offices/ apartments.. Further the Owner/ Co-promotor / consenting party has also executed the General Power of Attorney in favour of the Managing partner of the Promoter firm on **27/06/2012**, which is duly in the office of Sub-Registrar at day book Sr. No.**4667/2012**, to do or cause to be done the acts, deeds and things mentioned in the said Power of Attorney.
5. The Developer / Promoter on behalf of Owner/ Co-promotor / Consenting Party has obtained common construction permission for the said plot along with adjacent plots in Survey No. 91 and 83 from the Municipal Corporation of Aurangabad, vide Commencement Certificate No. 1014/2013-14 in File No. 919/17/2012-13 dated 06/03/2014. As per said Construction permission, the Building to be constructed on plot adm. 1653.63 sq.mtrs. forming part of CTS No. 17849/4 will be marked as Building C. The Developer/ Promoter has also obtained sub-division letter bearing no. 496/14 dated



24/09/2014 whereby plot adm. 1653.63 sq.mtrs. is demarcated as CTS No. 17849/4. The Copies of Building Permissions are annexed herewith and collectively marked as **annexure II**. The Developer/ Builder/ Promoter reserves right to obtain further revised construction permission as may be deemed fit by it and in that case revised/amended declaration will be executed.

AND WHEREAS the Promoters has started development on the said property by constructing ownership OFFICES, Row houses/ Bungalows in a commercial scheme known as "**Nirman Bharati City Center**".

AND WHEREAS the Promoter herein has appointed M/S Manoj Kala as their Architects and M/S Khakhanis as their Structural Engineers and accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but the Promoter herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if promoters so decide.

AND WHEREAS the Promoter/ Developer has executed an Deed of Declaration dated 16/12/2014 registered in the office of Sub-Registrar, Aurangabad at Day book Sr. No. 6847 and in pursuance thereto, submitted the said property/ plot which is more particularly described in PARA A submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 and the rules made there under;

AND WHEREAS The Promoter has given inspection to the Purchaser of all the documents of title relating to the said land including Deed of Declaration, and the plans/s, designs and specifications prepared by the aforesaid Architects of the Promoter and such other documents as demanded by Purchaser;

AND WHEREAS the copies of certificate of title issued by the Advocate of the Promoter, copies of Extract of PR card showing the nature of the title of the consenting party & Promoter to the said land on which the OFFICES are under construction/to be constructed, copy of Deed of Declaration stating the amenities, facilities, specifications and dimensions of each unit/ apartment including OFFICES of the Commercial scheme



known as **"Nirman Bharati City Center"** and the copies of the plans and specifications of the OFFICE agreed to be purchased by the Purchaser approved by the Municipal Corporation of Aurangabad have been annexed hereto and marked as Annexure **"Nirman Bharati City Center"** respectively:

AND WHEREAS the Unit Purchaser has been provided by the Promoter with copies of all documents necessary for verification of title and that, before execution of the Agreement, the Unit Purchaser has had such title verified through his/her advocate and has satisfied himself / herself / themselves in respect of the marketable title of the Owner/ Consenting party and Promoter in respect of the said properties and thereafter have agreed to purchase OFFICE more particularly described in the Annexure I annexed herewith and delineated and demarcated in red colour in Annexure "I" annexed hereto (hereinafter referred to as "the SAID OFFICE")

AND WHEREAS, the Purchaser has read and understood all the terms and conditions of the Development Agreement, Deed of Rectification, Power Of Attorney executed between the Promoter/ Developer and Consenting Party/ Owner. Further the Purchaser has read and understood all the terms and conditions mentioned in Commencement certificate and NA order issued by Collector and Purchaser agrees that this agreement is subject to the said terms and are also 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 purchasers, persons and parties in respect of offices in the said Commercial scheme/ project;

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into

agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.

AND WHEREAS the Purchaser/ Allottee herein has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said project described in the ANNEXURE A hereinabove written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made there under. After the Allottee enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/wing and the said land thereunder.

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 C2

AND WHEREAS while sanctioning the said plans concerned local authority and/or Governments 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 buildings/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 constructions/ developing the said project has accordingly commenced construction/ development of the same.

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 on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee shall not hold the developer responsible for the such contrary conditions.

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 _____ On _____ under registration no _____ have been annexed and marked as _____.

AND WHEREAS, the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS, the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these present and also to register said Agreement for sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding 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 the said unit is agreed to be sold to the allottee'.

AND WHEREAS This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of and 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 WHEREAS the Purchaser herein being desirous of acquiring/purchasing a OFFICE, applied to the Promoter for allotment of the **office adm _____ sq.mtrs carpet area as notification RERA June 2017 bearing No. _____ to be situated on _____ floor of the building no. C** in the project/ Commercial scheme known as **"Nirman Bharati City Center"**. to be constructed by Promoter on the _____, MORE PARTICULARLY DESCRIBED IN PARA A ABOVE together with the rights to use common facilities and amenities as mentioned in Deed of Declaration dated 16/12/2014.

AND WHEREAS relying on the Purchasers representations and the assurances and subject to the terms and conditions mentioned in this agreement, the Promoter & Owner / Consenting Party herein has agreed to sell and the Purchaser herein agreed to purchase **OFFICE adm _____ sq.mtrs carpet area as notification RERA June 2017** (including areas of balconies) alongwith proportionate undivided share, right, title, interest in the common areas, facilities and amenities as mentioned in Deed Of Declaration and the said OFFICE is more particularly shown delineated and demarcated in red colour in annexure I annexed hereto, and is more particularly described in Schedule I

hereunder, at or for mutually concluded and agreed lump sum consideration of **Rs: _____ /-(Rs. _____ Only)** excluding expenses for stamp duty, registration fees, , LBT, GST or any other taxes levied which shall be paid by purchaser separately. The sale of the said OFFICE is on the basis of carpet area only. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately four to five percent. The Purchaser consents for the same and is aware that the consideration being lump sum will not change.

AND WHEREAS, The promoter has agreed to provide the amenities and facilities in the said OFFICE which are more particularly described and mentioned in Deed of Declaration and same is also mentioned in the Annexure I written hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER:

1. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Purchaser nature of his right, title and interest and right to construct and sell building/s on the said land. The Promoter has also given inspection of all documents to the Purchaser. The Purchaser has carried out the search and investigated the title by appointing his own Advocate in regards to his title, interest, building plans, Sub- Division, NA orders etc. The Purchaser having acquainted and satisfied himself/herself/themselves with all the facts and nature of right of the Promoter and has/have entered into this Agreement. The Purchaser herein after shall not be entitled to challenge or question the title of the owner and the right of the Promoter to enter into this Agreement.

2. NAME OF THE PROJECT

The name of the Project, Scheme and the building constructed in the said Scheme shall be known as “**Nirman Bharati City Center**”.

3. SANCTIONS

The Promoter has got sanctioned the layout and building plans of the said project by AURANGABAD Municipal Corporation and obtained NA permission from Collector, AURANGABAD.

4. ALTERATION AND MODIFICATION OF SANCTIONED BUILDING PLANS

The Promoter herein shall construct the said building/s on the said PROPERTY in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser;

The Purchaser hereby agrees and give his / her / their irrevocable consent to the Promoter herein to carry out such, alterations, modifications in the sanctioned layout/ building plans, as the Promoter in his sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority provided that the Promoter shall have to inform in writing to the Purchaser if such alterations and modifications adversely affect the carpet area of the said OFFICE of the purchaser. The Promoter has made the purchasers aware and the purchaser hereby gives explicit no objection and irrevocable consent to the Promoter to prepare the new/ revised layout and building plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, plumbing stations etc. adding new floors/buildings by adding new floors/buildings etc of the said properties and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as

and when required by the Promoter, and for the said purposes to sign all plans, without in any manner making the Purchaser liable for any costs and affecting his/her interest. The Purchaser has also given irrevocable authority and right to Promoter construct additional floors on the said Buildings by taking requisite permission from the competent authority and accordingly amend/ revised the Deed of Declaration by incorporating revised plans or permissions of competent authority and/or altering or modifying the common facilities and/or amenities in the said building or scheme as per the convenience of Promoter without causing any prejudice to Purchaser. The Purchaser undertakes and obliged not to raise any objection or obstruct the Promoter in respect of additional construction in whatsoever manner and gives his/her unconditional consent to it.

4. CONSIDERATION

Relying on the Purchaser's representations and the assurances, the Promoter herein has agreed to sell and the Purchaser herein agreed to purchase **OFFICE _____ sq.mtrs carpet area notification RERA June 2017 bearing No. _____ to be situated on _____ floor of the building no. C** Type in scheme known as "**Nirman Bharati City Center**". and the said OFFICE is delineated and demarcated in red colour on the plan annexed hereto an Annexure "B", at or for total consideration **Rs: _____ /-(Rs. _____ Only)**, including the price for proportionate share in the said properties and in the common area, facilities and amenities and excluding all expenses for stamp duty and registration fees, LBT, GST, CGST, SGST or any other taxes levied, which shall be paid by Purchaser separately. The sale of the said OFFICE is on the basis of the carpet area only. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately four to five percent. The Purchaser consents for the same and is aware that the consideration being lump sum will not change.

The nature, extent and description of the common areas and facilities are more specifically described hereunder in schedule II and the Promoter has agreed to provide specifications in the said OFFICE which are more particularly described in the Annexure "I" hereto.

The Purchaser has agreed to bear :-

- i) The legal, consultant's fee, typing and incidental expenses of this agreement (excluding stamp duty, registration fees and expenses, excluding service tax, GST) and other taxes levied.
- ii) The charges and expenses for formation of association of apartment owners.
- iii) One-time maintenance deposit of Rs. 250/- per Sq.ft for the maintenance of the amenities and facilities provided in the said scheme.
- iv) Infrastructure Charges Rs. 1,00,000/- (Rs. One Lakh only) per unit will be charged against the lump-sum expenses of MSECDL meter deposit, transformer charges, common meter installation charges, Legal expenses, Water, infrastructure charges.

5. PAYMENT INSTALLMENTS

SR.NO	CHEQ NO	DATE	AMOUNT	BANK
1.				
2.				
3.				
4.				
5.				
Rs: _____ /-(Rs. _____ Only)				

Further the purchaser agreed to pay the balance consideration amount of Total Rs. _____/- (Rupees _____Lac Only) through bank loan/ own contribution.

The purchaser shall comply to the bank formalities & pay the balance consideration amount to the Vendor/Owner/Copromoter as per the following table:-

SCHEDULE FOR PAYMENT IS AS UNDER AS PER THE WORK STAGE

SR. NO	PARTICULARS	AMOUNT
1	ON BOOKING (10%)	
2.	ON AGREEMENT TO SALE (20%)	
3.	ON COMPLETION OF PLINTH (15%)	
4.	ON COMPLETION OF RCC SLAB (25%)	
5.	ON COMPLETION OF BRICKWORK & INTERNAL PLASTER (5%)	
6.	ON COMPLETION OF FLOORING & INTERNAL PLASTER (5%)	
7.	ON COMPLETION OF EXTERNAL PLASTER &N EXTERNAL PLUMBING (5%)	
8.	ON FINISHING WORK AND ELECTRICAL WORK COMPLETION (10%)	
9.	BEFORE POSSESSION (5%)	

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/ instalments 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 OFFICE 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 make all the payments to the Promoter by Demand Draft only or by local banker's 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. It is submitted that on the instructions of Promoter/ Developer the Purchaser will be bound to make the payment of part consideration amount to Mortgagee Bank Sundarlal Savaji Co-operative Bank Ltd., Jintur, Br. Jawahar Colony, Aurangabad. It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement.

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser shall be bound and liable to pay interest @ 12% per annum with quarterly rests on all amounts which become due and payable by the Purchaser 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 on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said OFFICE and the Purchaser has agreed to pay the same before possession of the said OFFICE.

8. TAXES AND OTHER LEVIES

If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi

judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax / duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / GST, penalties et cetera and put in force or shall be in force prospectively or retrospectively, in respect of the said OFFICE or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

The parties hereto understand that there is some obscurity relating to the payment of GST related to the transaction in this agreement. It is, however, agreed that the liability and responsibility to pay such GST penalties and interest thereon etc., shall solely be on the Purchaser. The Promoter shall not be liable and / or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall always be a charge / lien on the said OFFICE in favour of the Promoter against the amount payable by the purchaser to the Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

9. TERMINATION OF AGREEMENT

On the purchaser committing default in payment on the due dates, of any of the installments or any other amounts due and payable on the Purchaser committing breach of any terms and conditions of this

agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter has given to the Purchaser 15 (fifteen) days prior notice in writing of the Promoter its intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser in remedying such breach or beaches within two weeks after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Purchaser has irrevocably agreed to the same, provided further that upon termination of this Agreement, the Promoter shall refund the balance, if any, to the purchaser the installments of the consideration which the Purchaser might have till then paid to the Promoter, but without any interest and only after forfeiting/deducting 10% of the total agreed consideration to cover opportunity lost and towards administration and other expenses etc. The balance amount, if any, shall be paid by the promoter to the purchaser after resale of the said OFFICE in the manner of receipt of consideration from new purchaser and on such condition the promoter shall be entitled to resale the said OFFICE and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit.

The purchaser agrees to the same. The Purchaser shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser hereby agrees that in that event of all his/her/their rights in the said OFFICE stand extinguished. No separate cancellation deed, its execution and registration will be required.

The Purchaser is also made aware that depending upon various promises and assurances given by the purchaser the promoter has incurred and shall incur the expenditure and will make commitments

to the third parties in event of cancellation of the agreements by the purchaser for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the purchaser for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit a minimum amount of 10% of the total agreed consideration, from and out of the amount until then paid by the purchaser to the promoter and then the promoter shall be liable to repay only the balance amount (if any) from the amount received by the promoter on resale of the said OFFICE. In this case reduction in price of the OFFICE will be considered as damages/loss of the promoter in addition to the loss and expenses. In the event however that the price appreciates, the appreciation shall be to the account of the promoter alone. This is in lieu of the fact that the Purchaser will not have paid the entire consideration, and further that the cancellation is by the Purchaser's / due to the fault of the Purchaser and he cannot be rewarded for the same.

10. COVENANT TO SALE

The said unit is agreed to be sold, subject to:-

- a)** Any scheme or reservation affecting the said land or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land.
- b)** Its present use as residential and /or other permissible uses.
- c)** Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to

absorb, consume the TDR rights acquired on any portion/s of the said land.

- d)** All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden, hereof.
- e)** All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or the Promoter, that is the said Order of layout and / or subdivision relating to the said land, Order of conversion, any other orders relating to the said land and all terms and conditions stipulated by the Promoter in respect of the common areas and facilities and amenities to be provided for the benefits of the said land.
- f)** For the aforesaid purpose and for all purposes of and incidental thereto, and /or for the more beneficial and optimum use and enjoyment of the various portions of the said land and/or any part/s thereof;; the Promoter shall in such manner as may be desired by the Promoter, shall be entitled to grant upon or in respects of any portion/s of the said land, all rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity, telephone connections and/or installations and other services in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. However the maintenance and upkeep costs of such shall be apportioned to the interested parties and the parties enjoying the benefits of such privileges and easements.

- g)** It being made expressly clear that the Association of Apartment Owners transfer deed/s in respect of the said land and/or any part/s thereof with building/s thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective OFFICES comprised in the said land as the Promoter may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.
- h)** It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.
- i)** The purchaser shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land/building/s or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Purchaser/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.
- j)** Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole
- k)** The Promoter shall have a first charge and/lien on the said OFFICE in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement.
- l)** Provided that the Promoter does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser in respect of the said OFFICE, the Promoter shall be at liberty to sell, assign or

otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s.

m) It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the promoter's discretion.

n) The Promoter shall be entitled to allot by way of lease or license any portion of the said land to any Government / Semi Government / Local authority / MSECDL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser shall not be entitled to raise any objection or grievance about the same.

o) The Promoter has not undertaken any responsibility nor has agreed anything with the Purchaser orally or otherwise and there is no Implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

11. RESTRICTIONS ON PURCHASER

The Promoter has informed the Purchaser and the Purchaser is aware that the Purchase of the said premises shall be subject to all the following conditions:-

a) The access to the individual OFFICE shall be as per the sanctioned plan and/or revised plan from time to time.

- b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser who shall not damage the basic R.C.C. structure.
- c) The Construction of chimneys, hanging telephone and telex wires, electric connection ,fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architect in writing .
- d) The installation of any grills or any doors shall only be as per the form prescribed and Promoter's Architect.
- e) The residential OFFICE shall be solely utilized for the purpose of office only and no commercial activity of any kind would be permitted therein.
- f) The car parking area shall not be covered / enclosed under any circumstances..
- g) The Purchaser shall not join two adjacent OFFICES and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said OFFICE.
- h) All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All purchasers in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.
- i) any defects or any uncompleted work in the construction stage left or not cleared will be liability of the developer and the owner will have no concern for the same. it will not be responsibility of the owners.

12. USE OF FSI/TDR/FAR

It is hereby declared that all sanctioned plan/s has / have been shown to the Purchaser and the floor space index (FSI) available is shown in the said plan/s. The Promoter shall be entitled to use the present unutilized and/or additional built up area /FSI/TDR/land

potential in respect of the said land in any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other land/s in this land as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said land shall be available to the Promoter before or after conveyance to an Association of Apartment Owners of the said land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land may be utilized by the Promoter in the said land as they may decide. The Purchaser has hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from Aurangabad Municipal Corporation, construct the additional units, buildings permitted by Corporation and to allot/sell them to various persons. The Purchasers shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding any thing contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the such right, always being with the Promoter or his assigns.

It is also understood and agreed by and between the parties hereto that the Promoter or his assignees shall have right to construct

OFFICES on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

13. RIGHT OF CONSTRUCTION LOAN

It is hereby expressly agreed between the parties hereto that the Promoter shall be entitled to borrow construction loan, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and /or the entire construction work put up or to be put up thereon or any part thereof and such charge shall be cleared by the Promoter before conveyance to the purchaser.

14. SPECIFICATIONS

The specifications of the OFFICE and the fixtures, fittings and the amenities to be provided by the Promoter to the said OFFICE or to the said building are described in the Annexure "D" annexed hereto, and the Purchaser shall not be entitled to any extras. The Purchaser also agrees not to make any demand to change the plans annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and/or amenities on request of the Purchasers.

15. DELIVERY OF POSSESSION

The possession of the said OFFICE shall be delivered by the Promoter to the Purchaser within _____ **months** from the date of this agreement, subject to the terms of this agreement and receipt of completion certificate from the AMC, and all payments, dues, fees etc. are paid by the Purchaser and necessary bond, undertaking, affidavit, receipt etc. in respect to any such present and future payments, dues, fees etc. are signed and delivered to the Promoter.

If the Promoter fails or neglects to handover the possession as per the terms of this agreement then the Promoter shall be liable, on demand, to refund to the Purchaser the amount already received by the Promoter in respect of the said OFFICE with simple interest @ Bank interest rates per annum, from the date the Promoter received the said sum till the date the amount and interest are repaid. Till the entire amount and interest thereon is refunded by the Promoter to the Purchaser there shall, subject to prior encumbrance, if any, be a charge on the said OFFICE.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of OFFICE on the aforesaid date, if the completion of the building/s is delayed on account of:

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or act of God.
- iii) Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/tribunal/authority.
- iv) Any stay or injunction order from any Court.
- v) Pendency of any litigation
- vi) Delay or default in payment of any installment or dues by the OFFICE Purchaser. (This is without prejudice to the right of the Promoter under Clause ____ above).
- vii) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii) Any other circumstances beyond the control of the Promoter or force majeure.

x) Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.

x) Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ OFFICE/ road etc. or completion certificate from any appropriate authority.

The Purchaser shall pay all necessary amounts, advances, deposits, service tax (if applicable) and other dues under this agreement and take possession of the said OFFICE within 15 days from intimation by the Promoter. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said OFFICE, without any reasonable cause, the Promoter shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 60 days, to terminate the said agreement and sell the said OFFICE to any other person entirely at the risk as to cost and consequences of the Purchaser.

16.OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that subject to the terms of this agreement, the Purchaser shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Dept.etc. at the time of sanctioning of the plans or at the time of granting completion certificate. The Purchaser shall not be entitled to claim possession of the said OFFICE until the completion certificate in respect of the said OFFICE is received from the Aurangabad Municipal Corporation and the Purchaser pays all dues, advances, deposits, etc. payable under this agreement in respect of the said OFFICE to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Aurangabad Municipal Corporation

the Promoter shall be absolved from or any liability in case any addition and/or alteration to the OFFICE/building by the purchaser, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the purchasers/ association, any event of force majeure and any act of God.

17. CONVEYANCE

After completion of the construction work and sale of all the building/s in the project on the said land, a separate association of apartment owners including the bye laws of the proposed association of apartment's owners of the project shall be formed and if required by the Promoter the Purchaser shall sign all necessary documents.

No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and or Article of Association if the same are required to be made by the Promoter as per their commitments to various persons, purchasers and or any other competent authority as the case maybe. This condition is the essence of the agreement.

Unless prevented by the circumstances beyond the control of the Consenting Party and the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment ownership Act,1970, and the OFFICE will be conveyed by the consenting party and the Promoter herein within one year from and after a) Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Aurangabad (irrespective of previous sanction or not of FSI) b) Sale of all OFFICES in all building/s in the layout of the scheme c)Acceptance of the draft of Deed of Declaration and Deed of Apartment by the Owner and

Promoter by their mutual consent and d)After receiving the entire amount & all dues from all the purchasers including maintenance charges, outgoings, stamp duty, registration fees,GST, service tax (if payable) etc. by all Purchasers whichever is later but within **1.5 years** from the date of execution of this agreement. This agreement itself is a Declaration by the Purchaser as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their OFFICEs to the provisions of the said act.

Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the OFFICE purchaser and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period .

The Promoter shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. The Promoter shall at his own discretion choose to be a part of the Association for the said purpose. The Promoter shall also be at liberty to transfer this right to any person/ organization/ body etc. and the purchaser in his individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their consent to the same.

18. DEFECT LIABILITY

After the construction some times in the natural course some very minor cracks develops in the wall of the building due to elastic deformation, moisture, creep chemical reactions, earthquake, climatic changes, compressive nature of cement, thermal variations or any

other reason both internally and externally. The purchaser will never consider this as a fault in the construction and as such if the purchaser of the Flat wants to rectify the same then he has to do the same at his cost only. The Promoter will be liable for the RCC defects for the period of five years. The purchaser has to follow the user manual which provides the instructions for the use of all the facilities/equipments provided to him/her for the said flat/shop. If any variations in the use of the facilities/equipments are done by the purchaser, Promoter will not be liable for the defects arising due to it.

If within a period as per law from the date of obtaining/handing over the OFFICE to the Purchaser, the Purchaser brings to the notice of the Promoter any defect in the said OFFICE and/or building in which the said OFFICE is situated or the material used therein in the construction of the said building, then, wherever possible such defects will be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter reasonable charges for repairs of the same by the third party for such defect. The word defect here means only the manufacturing defects caused on account of willful neglect on part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of OFFICE by the purchasers, vagaries of nature etc.

Provided that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of Completion Certificate of the OFFICE or from the date on which the Promoter has given the necessary intimation for possession, whichever is earlier. Provided further, it is agreed that the Purchaser shall not carry out any alterations of whatsoever nature in the said OFFICE or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are

carried out or any heavy load are stored in the said OFFICE, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Purchaser alone shall be responsible for it. Further the Purchaser will be liable for paying damages, if any, to the Purchaser/Owner/User of OFFICE below or any affected OFFICE. If due to the Purchasers or any other Purchasers act or negligence, the Purchasers OFFICE is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

19. AREA OF OFFICE

Before delivery of possession of the said OFFICE the OFFICE Purchaser shall satisfy himself about the correctness of the area of the said OFFICE and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said OFFICE, the OFFICE Purchaser shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

20. USE OF SAID OFFICE

The Purchaser shall use the said OFFICE and every part thereof and/or permit the same to be used only for the purpose of Office. He / She / They shall use the parking space only for the purpose of parking the OFFICE Purchaser's own vehicle/s.

21. RESTRICTED AREAS AND FACILITIES

It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice,. . The Purchaser further agrees that he/they shall not raise any objection to the Promoters exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Promoter till the conveyance to the purchaser and consents to any such allotments made or would be made by the Promoter.

It is hereby agreed that the areas mentioned in Schedule – II shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit

The Purchaser shall not raise any objection in the matter of allotment or sale or remaining OFFICE etc. in the said land on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

The Purchasers shall have no claim save and except in respect of the said OFFICE hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Schedule II herein below will remain the property of the Promoter until the said land and building/s is/are transferred to an Association of Apartment Owners. Significant risks and rewards of ownership and effective control of OFFICE shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter.

The Purchaser hereby gives his consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

22.SPECIAL COVENANTS

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said OFFICE or the said land and building/s or any part thereof. The Purchaser shall have no claim save and except in respect of the said OFFICE

hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described in schedule II herein below will remain the property of the Promoter until the said building/s is/are transferred to the Association of Apartment owners as herein before mentioned. Significant risks and rewards of ownership and effective control of the OFFICE shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with the Promoter.

It is hereby made clear that the Promoter shall be entitled to use the marginal open spaces as an access for any another building, land and allow such access to any other person/s and the Purchaser herein or the organization in which he will become a member and shall be absolved from objecting to the said use by the Promoter or its nominee/s or assignee/s and the OFFICE shall be conveyed subject to the said right of the Promoter and this condition is also the essence of this agreement.

After the possession of the OFFICE/ premises/ building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Govt. or Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser in cooperation with the Purchasers of the other OFFICES in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

The Purchaser undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser herein under any law and rules in force in any time, the same shall be produced by the Purchaser herein within the stipulated time.

Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Purchaser in respect of the said OFFICE, the Promoter shall be at liberty to sell, assign or

otherwise deal with or dispose off their right, title and interest in the said building / entire scheme or under this agreement.

23. REPRESENTATION

The Purchaser has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser liable for any costs or affecting his/her/their interest. It is made clear that no other specific permission/authority is required from the Purchaser/Association for this purpose.

The Purchaser hereby irrevocably authorizes and empowers the Promoter to represent him before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter shall represent the Purchaser to do all the necessary things in all the departments of the Aurangabad Municipal Corporation, Collector, Government, Semi-Govt., MSECDL etc and the same shall stand ratified and confirmed by the Purchaser herein. If for any reason the Promoter requires purchaser's personal representation in the form of signature then the Purchaser shall sign the same and shall not withhold the same for any reason whatsoever.

24. MAINTAINENCE

(a)The OFFICE Purchaser shall be liable to bear and pay from the date of the completion certificate of said OFFICE, or from the date of possession, whichever is earlier, (lump sum monthly amount) of outgoings in respect of the said OFFICE and building/s namely maintenance charges or such other levies by the concerned local authority and or Govt. NA taxes, water charges, repairs and salaries

of clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the said OFFICE building/s and its common areas.

(b) The Purchaser shall herein pay to the Promoter, or to the person nominated by the Promoter an amount of Rs. 500/- per month in advance for 12 months, towards " advance lump sum maintenance charges", inclusive of service tax ,if any, prior to possession of the said unit by the Promoter to the Purchaser. The said advance shall be utilized only for the common maintenance of the buildings i.e. common security, common electricity, maintenance of common lift and pumps common, cleaning.

(c) The Promoter is not liable to give any account of such charges. It is hereby agreed that the Promoter/ appointed agency shall maintain the building/s on the out of the advance received from the OFFICE Purchaser. The Promoter shall have the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days. The Purchaser herein has/ have specifically agreed to pay his/ her/ their contribution for running and maintaining the lifts irrespective of the floor on which the said unit is located and also irrespective of the use of the lifts by the Purchaser. Such agency appointed for maintenance shall continue to maintain the property on the same terms as with the promoters even after the handing over of the charge to the ultimate body. The ultimate body shall however, once the term of the contract with the agency has come to an end, be entitled to renew or terminate the contract.

(d) It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all units should the Association be registered/formed, even then for the unsold premises/apartments/units the Promoter and the Consenting party herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

25. CONDITIONS FOR MAINTAINENCE

The Purchaser for himself/herself/themselves with intention to bring all persons into whosoever hands doth hereby covenant with the Promoter for the said OFFICE and also for the building in which the said OFFICE is situated as follows;

- a) To maintain the OFFICE at Purchaser's own cost in good tenatable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building/s in which the OFFICE is situated and the OFFICE itself or any part thereof.
- b) Not to store in the OFFICE / building/s / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the OFFICE on account of negligence or default of the Purchaser shall solely be liable for the consequences of such breach.
- c) To carry at his own cost all internal repairs to the said OFFICE and maintain the OFFICE in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building or the OFFICE violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the

Purchaser committing any act in contravention of the above provisions, the 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 OFFICE or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the OFFICE and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the OFFICE or construct additional walls or structures in the OFFICE without the prior written permission of the Promote or an Association of Apartment Owners as the case may be.
- e) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter.
- f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, building/s and/or OFFICE is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said OFFICE in the compound or any portion of the said land and the building in which the OFFICE is situated.
- h) Pay to the Promoter within seven days from demand by the Promoter, his share of security deposit and expenses demanded by

concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated.

- i) To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said OFFICE and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said OFFICE by the Purchaser.
- j) The Purchaser shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the OFFICE until all the dues payable by the Purchaser to the Promoter under the terms and conditions stated herein are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoter and obtained prior written permission from the Promoter and paid necessary administration charges to the Promoter, etc.
- k) The Purchaser shall observe and perform all the rules and regulations and bye-laws which the Association of Apartment Owners 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 OFFICES 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the OFFICE 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.

j) The Purchaser shall permit the Promoter and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof. The Promoter shall have such right to enter into and upon the said land/building/OFFICE even after the Purchaser is put into possession of the said OFFICE during the statutory defect liability period.

k) The Purchaser is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.

l) It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers

m) The areas described in the Schedule II hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser's. The Purchaser shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the OFFICE purchasers.

n) Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall

take place only upon the execution of the conveyance mentioned herein in favour of the Purchaser/s.

- o) As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said OFFICE of the Purchaser, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply /power supply/ generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser shall pay for the proportionate charges as demanded, determined and decided by the promoter and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the outgoings/maintenance charges for which the Purchaser hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said OFFICE.
- p) Till a separate electric meter or a water meter is installed/allotted by the MSECDL / A.M.C and any other authority, the purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her OFFICE.

26. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences. Arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties

27. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/ Allottee towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the outgoings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

28. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allottee hereby agrees to purchase the Unit/Apartment on the specific understanding that his/her right is only to the use and unless specifically allotted/ given vide (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as Annexure G.

29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit/Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. That the allottees 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 a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially, dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

30. WAIVER

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

31. REGISTRATION

The Purchaser shall present this Agreement duly stamped at the proper registration office for registration within the time limit

prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

The original of this agreement is given to the Purchaser. The Purchaser shall present this agreement as well as any other deeds, documents etc. which are to be executed by the party hereto in pursuance of this present, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser the Promoter will attend such office and admit execution thereof the Promoter shall not be responsible if the purchaser fails to register the agreement as mentioned above.

32. SERVICE OF NOTICES

All notices served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser Under Certificate/courier of Posting at his / her / their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser after execution of this Agreement.

33. CONSENT AND AUTHORISATION TO PROMOTER :-

- a. It is agreed, until final conveyance, that if floor space index is increased by Govt. or Local Authorities or FSI granted or density is not consumed in the building/s and further construction on the said property is allowed, the promoters alone will be entitled to put the additional or other construction on the said property or any part thereof including extensions, and/or additional construction on the building/s constructed or being constructed and to sell the flats in the said additional construction on ownership basis without any consent or hindrance by the purchasers.

- b. The promoters shall be entitled to sell the additional units, floors, areas or such additional structure to be constructed by them on the said property to the prospective purchasers thereof and that such purchaser shall have right to and that they shall be admitted as members of Co-op Society of Owners that may be formed of all the purchasers of the flats in the buildings. The purchasers hereby agree and undertake not to object to the same in any manner whatsoever.
- c. It is expressly agreed between the promoters and the purchasers confirm that he/she/they are aware that the promoters are likely to receive additional floor space index and/or transfer of development rights and in the event of the promoters receiving additional floor space index and/or transfer of development rights the promoters shall be entitled to construct either additional floor or floors on the said buildings or any part thereof or constructs any additional structure on the said property in the compound as may be permissible either as annexure structure or as an independent structure as the promoters may desire and in the aforesaid event the promoters shall be entitled to deal with, dispose of, sell such additional floor or floors or premises therein or building/s for such consideration to such persons as the promoters may desire without reference or recourse or consent of the purchaser in any manner whatsoever and the purchasers agree not to dispute or object to the same at any time. The Purchaser/s hereby gives/give his/her/their irrevocable consent to the Promoter herein to carry out such alteration, modifications, addition in the sanctioned plan/s of the said building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in

pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, or Government or any officer of any local authority. Provided that the Promoter shall have to obtain prior consent in writing of the purchaser/s if such alterations and modifications adversely affect the construction of the said flat hereby agreed to be sold. The Purchaser/s herein shall have no right to withhold such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein. The Promoter herein is constructing the project on the said land in phases and the Purchaser herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Purchaser hereby gives his irrevocable consent for revision/amendment of the building/layout, shifting the locations of the buildings, open spaces, internal roads, position of dust bins, transformer plinths, pumping stations etc., water tanks, gardens, treatment plants or by adding new buildings, for revision in elevations walls and also further revise or amend the said revised plans, toilet layouts as and when thought necessary by the Promoter or as and when required by the Promoter.

- d. The Promoters shall be entitled to at any time to alter the terms and conditions of the agreement relating to the unsold flats in the building/s and the purchasers shall not be entitled to raise any objection to the same whatsoever.
- e. Any delay tolerated or indulgence shown by the promoters in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser by the promoters shall not be construed as waiver on the part of the promoters of any

breach or non-compliance of any terms and conditions of this agreement by the purchasers nor shall the same in any manner prejudice the rights of the promoters under this agreement.

- f. It is hereby made clear that layout, colour scheme, open spaces, parking spaces, elevation treatment, trees, garden, lawns etc. shown on the pamphlet and literature are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.
- g. It is expressly agreed by the purchasers that the promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property and/or part of the said property without in any manner affecting the rights of the Purchasers to the said flat.
- h. The Promoter has not undertaken any responsibility nor has he agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the owner/s other than the terms and conditions expressly provided under this agreement.

34. ARBITRATION

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, the same shall be referred to for Arbitration wherein both the parties have expressly and mutually agreed to appoint -----
----- as the sole arbitrator in accordance with the



provisions of the Arbitration and Conciliation Act, 1996 and the decision of the Arbitrator shall be final and binding.

35. ESCALATION IN COST OF OFFICE

That the consideration of the OFFICE is agreed on the basis of the cost of the building material and labour charges, taxes, octroi, Vat, etc. prevailing on the date of this agreement. In case of increase in the prices thereof the Promoter & Owner/ Consenting Party shall be entitled to proportionately increase the price of the said OFFICE and the Purchaser has agreed to the same

36. STAMP DUTY AND REGISTRATION FEES

The consideration of the said agreement between the Promoter, Owner/Consenting Party and the Purchaser herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Apartment Ownership Act, 1970 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25, the Purchaser herein has paid stamp duty for **Rs. _____/-** (**Rupees _____ Only.**) and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owner/ Consenting Party herein in favour of the Purchaser herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser.

The purchaser herein has also agreed to purchase the said OFFICE as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser herein to the subsequent Purchaser as per provision of the said clause Article 5(2).



The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

SCHEDULE – I

EAST-

WEST-

NORTH-

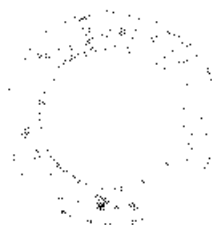
SOUTH-

SCHEDULE - II

COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land under the buildings
2. The footings, RCC structures and main walls of the buildings
3. staircase columns and lift as with lift room in the building/s
4. common sulage/drainage, water, electrical lines, power backup
5. common ground water storage tank and overhead tank
6. electrical meters, wiring connected to common lights, lifts, pumps.
7. top terrace



(b) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific OFFICE by the Promoter as per his discretion or retained by him
3. Other exclusive and limited common area and facilities as mentioned in the agreement.
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
5. land around building and open areas



LIST OF ANNEXURES

ANNEXURE- A = copy of the certificate of the title issued by the advocate.

ANNEXURE - B = Copies of Property Card/7x12 Extract or any other revenue record showing nature of the title of the Promoter to the said land.

ANNEXURE-C1= Cop., of Building permission/Commencement certificate.

ANNEXURE - C2 = Copy of the authenticated copies of the plans of the LAYOUT, BUILDING AND OPEN SPACE OF THE SAID PROJECT as disclosed by the promoter in his reregistration.

ANNEXURE - C3 = Copy of 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.

ANNEXURE -D = Copy of the plans and specifications approved by the concerned local/planning authority.

ANNEXURE - E = Copy of floor plan of the said apartment.

ANNEXURE - F = Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

ANNEXURE - G = List of items that would be covered as Maintenance of the Project.



IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on the day, month and the years herein above written.

Through DEVELOPER/ PROMOTER/ GPA HOLDER
M/s. CITY BHARTI TECHNO-HERITAGE LLP,

MR NAVIN HUMANPRASAD BAGADIYA

CONSENTING/ Co-promotor PARTY

Mr. Shaikh Zuber Shaikh Khurshid Ahmad,

PURCHASER

1. _____

2. _____



In the presence of:

1. Signature

Name

Address

2. Signature

Name

Address



CONSENT LETTER BY THE PURCHASER

I, the Purchaser herein, do hereby accord my consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout/ building plans of the said Scheduled properties (described in Para A written herein above) and/or building and/or structures on the said Land.

I, the Purchaser herein, further accord my "no objection" for the Municipal commissioner, Aurangabad Municipal Corporation, Aurangabad and Collector, Aurangabad to accordingly pass such layout/s or plans, as may be submitted by the Promoter and give my irrevocable consent to execute amended deed of declaration by incorporating revised / amended Building plans or construction permission or changing layout plans as sanctioned by competent authority.

However, the construction of the said office agreed to be purchased by me shall not be adversely affected.

(Purchaser)

