

SALE DEED

This SALE deed is executed at Paithan on this _____ day of _____ 2019

AMONGST

_____ through its sole proprietor **Mr.** _____ (Aadhar no.____) son /daughter of _____, age about __ Years, residing at _____, Through **GPA holder Mr ____ s/o _____** (Aadhar no. ____) hereinafter called the “**Promoter**” being party of the FIRST PART;

AND

1) **Mr.** _____, (Aadhar no. _____) son of _____, aged about __, (PAN- _____)

2) **Mrs.** _____ **w/o.** _____, (Aadhar no. _____) aged about __, Both R/o. _____, hereinafter called the “**Buyer**”; (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns) being party of the SECOND PART

All parties to this SALE Deed i.e. Promoter, Confirming Parties and the Owner are hereinafter collectively referred to as the “Parties” and sometimes individually referred to as “Party.”

DEFINITIONS:

In this SALE Deed, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

(a) “Act” means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;

(b) “Adjudicating Officer” shall have the same meaning ascribed to it under the Act;

(c) “Apartment Buyership Act” shall mean the Haryana Apartment Buyership Act, 1983;

(d) “Applicable Laws” shall mean and include any applicable Central, State or local laws,

statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/modification thereto, any government notifications, circulars, office

orders, directivees, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this SALE Deed or thereafter;

(e) “Applicable Taxes” shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;

(f) “Association of Buyers” shall mean the condominium / association of the buyers / apartment Buyers in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;

(g) “Authority” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;

(h) “Booking Amount” shall mean 10% (Ten Percent) of the Total Price of the Apartment;

(i) “Carpet Area” shall have the same meaning as ascribed to it under the Act;

(j) “Common Areas” shall mean:

(i) the entire land for the Complex;

(ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;

(iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;

(iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

(v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

(vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus 4 connected with installations for common use;

(vii) all community and commercial facilities to be provided in the Real Estate Project under the declaration to be filed under the Apartment Buyership Act;

(viii) all other portion of the Real Estate Project / Complex necessary or convenient for its maintenance, safety, etc., and in common use, which shall be provided by the Promoters in the declaration to be filed under the Apartment Buyership Act

(including the common areas / services / facilities as mentioned in Schedule VII and Schedule VIII hereto).

(k) "Competent Authority" shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and/or the Complex;

(l) "Force Majeure Event" shall have the same meaning as ascribed to the term "force majeure event" under the Act;

(m) "Government" means the Government of Maharashtra;

(n) "Maintenance Agency" shall mean either the Promoters themselves or the Association of Buyers or any third party employed / hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;

(o) "Rules" means the draft Maharashtra Real Estate (Regulation and Development) 2017;

(q) "Section" means a section of the Act.

(r) Total Price" shall have the same meaning ascribed to it under Clause 1.1.

WHEREAS:

A. The Confirming Party is the absolute Owner ship of a contiguous parcel of land admeasuring Gut No. 52 totally admeasuring 1 Hecter 19 are situated at Bidkin, Tq. Paithan, Dist. Aurangabad and more particularly described in the Part A of Schedule I (hereinafter referred to as the "Licensed Lands"). Confirming Parties have acquired the Owner ship of the by way of ancestral property.

B. the promoter is under an irrevocable general power of attorney bearing no. 9563/2018 in the office of sub-registrar GR-1 Paithan, in favour of his son namely ____ s/o _____ on 24.12.2018, inter alia to execute and register agreements to sell, apartment Owner agreements, sale deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale/transfer of apartments out of the _____ Entitlement in the Complex in favour of the prospective buyers, as may be required, on such terms and conditions as may deem fit and appropriate by

_____ ; to receive/recover sale consideration from the prospective buyers; handover possession of the developed apartments at the Complex to the prospective buyers along with the proportionate undivided interest in the Common Areas and generally to do all necessary acts, deeds or things required for completion of the Complex on the Complex Lands.

C. Amongst others, the following permissions, sanctions, in-principle approvals for development of Licensed Lands (which includes the Complex Lands), have been obtained:

2. Zoning Plan approved from the Town Planning Authority.

3. Approval of the building plans of the group housing colony on the Complex Lands granted by _____ vide its Memo No. _____ dated _____.

4. Occupation Certificate issued by the District Collector, Aurangabad upon satisfaction of the compliance of the documents has issued the Occupancy Certificate on 14.01.2019 bearing outward number: 2018/MSK/Land-1/NAP-34/P.K. 352.

D. _____ have the unequivocal right and entitlement to construct multi-storied residential buildings and other amenities, structures, facilities, services, etc. over the Other Lands (or on the lands resulting from the exchange of / merger with lands adjacent/near to the Licensed Lands) of such shape, size, height, specification and at such location as they may deem fit in their sole discretion and as may be approved by the Competent Authorities. The Owner understands and acknowledges that the construction and the development which may be carried out as per Applicable Laws on the Other Lands (or on the lands resulting from the exchange of merger with lands adjacent/near to the Licensed Lands) by _____ shall not be a part of the Real Estate Project for which this SALE Deed has been executed. The Apartment would be developed on Said Land and the rights, title, interests, easements, claims etc. of the Owner shall only be with respect to the Apartment and the Common Areas, and to the extent of any shared services and facilities which may be developed on the Other Lands (or on the lands resulting from the exchange of / merger with lands adjacent/near to the Licensed Lands).

E. The development carried out / to be carried out on the Said Land by the Promoters consists of 1. Tower 1 as per approved plans (i.e. 'Tower – A' or shall be known as _____ as per marketing plans) consisting of ____ Apartments With

covered parking. ("RERA Certificate"), which is annexed and marked as Annexure "A" hereto.

In addition to the Real Estate Project, the Promoters have developed / propose to develop the following projects on the Complex Lands:

1. _____ (which shall be phase I of the Complex);

For clarification, it is hereby made clear that the building is the same but only for the sake of SALE of the promoter the said tower is divided into part "A" and "B"..

F. The Owner had entered into an apartment Owner agreement dated _____ ("Apartment Buyer's Agreement" or "Agreement for Sale") by and under which the Owner was allotted, on the terms and conditions mentioned therein, the residential apartment/ Flat bearing No. ____, and having _____ along with covered car parking space no.. forcars ("Car Park Space") of ____ feet x ____ feet size each (aggregate area of square feet) in the As permissible under the Applicable Laws and an undivided proportionate interest in the Common Areas in the Real Estate Project (hereinafter referred to as the "Apartment"), more particularly described in Schedule _____. The floor plan of the Apartment is annexed hereto and marked as Schedule _____.

G. The Owner has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Owner has agreed and consented to the development of the Real Estate Project on the said Land. The Owner has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects. The Promoters shall ensure that prior to the SALE of the Said Land to the Association of the Buyers, which conveyance shall be in conformity with the provisions of Apartment Act, the said facilities shall be fully repaid and satisfied by the Promoters.

H. The Owner represents and confirms that it has inspected all the documents pertaining to the Said Land including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Real Estate Project and its right to convey the Apartment to the Buyer.

I. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.

J. 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 SALE Deed and all applicable laws, are now willing to enter into this SALE Deed on the terms and conditions appearing hereinafter.

NOW THEREFORE in furtherance to receipt of the Total Price, the Parties are executing this sale Deed for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space, absolutely and forever, in favour of the Owner on the terms and conditions mutually agreed by and between the Parties and contained in this sale Deed.

1. CONVEYANCE:

1.1 In consideration of the payment of the entire consideration of Rs. ____/- (Rupees ____) ("Total Price") and the statutory and other charges by the Owner in terms of the Apartment Buyer's Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Owner stated in this SALE Deed, the Apartment is hereby sold, conveyed and transferred in favour of the Owner absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space.

1.2 The Total Price for the Apartment/Flat based on the Carpet Area is Rs. _____-/- (Rupees_____ -) ("Total Price"). The breakup and description of the Total Price is as follows:

Block/ Building/ Tower no. __

Apartment No. __

Type _____

Floor - _____ -

Rate of Apartment per square feet

Total price (in rupees) _____

S. No. Charges Amount

1. Basic sale price at the rate of Rs.____/- per sq. ft. of the Carpet Area

2. Development Charges:_____

3. Applicable Taxes:

a. GST_____

b. Stamp Duty- _%

Total price (in rupees) _____-

Explanation:

(i) The Total Price above includes the Booking Amount paid by the Owner to the Promoter towards the Apartment;

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Real Estate Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Owner and the Project to the Association of Buyers or the competent authority, as the case may be, after obtaining the occupation / completion certificate;

(iii) The Total Price of the Apartment includes recovery of price of land, construction of the Apartment and the Common Areas, preferential location charges, charges for exclusive use of balcony (ies)/ open terrace(s), internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas.

1.3 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment (as mentioned in **Schedule ____** hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Owner as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.

1.4 The Owner shall have the right to the Apartment as mentioned below:

(i) The Owner shall have exclusive Ownership of the Apartment.

(ii) The Owner shall have undivided proportionate share in the Common Areas. Since the share/ interest of the Owner in the Common Areas is undivided and cannot be divided or separated, the Owner shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, preferential location charges, charges for exclusive use of balcony(ies)/ open terrace(s)/ garden(s), internal development charges, external development charges, infrastructure augmentation charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, The Owner has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Said Land and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), which would be on sharing basis and meant to be used jointly by allottees / Buyers of apartments on both Complex Lands and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), eg: electricity connection, water and sewerage connection, etc. ("Shared Services and Facilities"). The Shared Services and Facilities may be provided /developed on Real Estate Project Lands or the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of allottees / Buyers of apartments on Said Land and the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands).

1.5 It is clearly understood by the Owner that the Owner shall at no time have the Buyership or title over the Car Park Space, except for the exclusive right to use and occupy the same for himself or for his visitors. It is made clear by the Promoter and the Owner agrees that the Apartment along with covered parking

shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Building is an independent, self-contained project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Buyer. It is clarified that common areas / services / facilities of the Building shall be available for use and enjoyment of all buyers of the Complex.

1.6 The Promoters has paid all outgoings before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Real Estate Project). If the Promoters fail to pay all or any of the outgoings collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2. CONSTRUCTION OF THE REAL ESTATE PROJECT AND HANDOVER OF APARTMENT:

2.1 The Building in which the Apartment is located has been completed and the necessary occupation / part occupation certificate in respect of the said Building has been obtained from the Competent Authority. However, the Promoters have has made it clear to the Owner that as far as the other buildings / towers in the Complex are concerned the same is being completed in parts / phases and the Promoters shall obtain the part occupation certificates for the same in future. The Promoters and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the

Complex including the areas adjoining / near the Building in which the Apartment is located.

2.2 The Owner has seen and accepted the proposed layout plan, floor plan and common areas / services / facilities [as mentioned in Schedule V, Schedule VII and Schedule VIII] and which has been approved by the Competent Authority, as represented by the Promoters. The Promoters shall develop the Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Haryana and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act.

2.3 The Owner understands and agrees that the Promoters shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work.

It is further clarified and the Owner agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity at the time of execution of this SALE Deed, the Promoters shall make arrangements for water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the buyers at the Real Estate Project to be calculated on the basis of actual cost including applicable taxes and duties plus a mark-up.

2.4 The Promoters have handed over the vacant, physical and peaceful possession of the Apartment to the Owner as per the specifications & amenities mentioned in Schedule____ hereto. On and from the date of execution of this SALE Deed, the Owner shall be liable to bear and pay the proportionate charges of all outgoings /

charges in respect of the said Apartment as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.

2.5 Upon handing over possession of the Apartment, the Owner shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Association of Buyers / Maintenance Agency and upon payment of charges, if any, as may be levied by the Association of Buyers / Maintenance Agency. The Owner shall ensure and undertakes that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Complex.

2.6 On and from the date of handover of the Apartment the Owner shall be liable to pay for the electricity & water consumption at the Apartment as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.

2.7 The Owner hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act / Apartment Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Owner shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its byelaws.

3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoters hereby represent and warrant to the Owner as follows:

- (i) The Confirming Parties have absolute, clear and marketable title with respect to the Complex Lands;
- (ii) The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the Complex Lands, Real Estate Project or the Apartment;

- (iv) All approvals, licenses and permits issued by the Competent Authorities with respect to the Complex Lands, the Real Estate Project, the Buildings and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the said land the Real Estate Project, the Building, the Apartment and the Common Areas;
- (v) The Promoters and the Confirming Parties have the right to enter into this SALE Deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Owner created herein, may be prejudicially affected;
- (vi) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Complex Lands, including the Real Estate Project and the Apartment which will, in any manner, affect the rights of Owner under this SALE Deed;
- (vii) The Promoters and Confirming Parties confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Owner in the manner contemplated in this SALE Deed;
- (viii) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (ix) The Promoters shall continue to pay and discharge all 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 Real Estate Project to the Competent Authorities till the occupation / part occupation certificate has been issued and possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over respectively to the allottees and the Association of Buyers or the Competent Authority, as the case may be;
- (x) 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) has been received by or served upon the Promoters in respect of the Said Land and/or the Real Estate Project.

4. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:

4.1 The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Buyers upon the issuance of the completion certificate of the Real Estate Project.

4.2 The Owner shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoters. It is made clear to the Owner that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.

4.3 The Owner agrees to maintain at the close of each financial year ending on 31st March an interest bearing maintenance security deposit (which shall be non-refundable) with the Association of Buyers computed at the rate of INR [●]/- per square feet of the Carpet Area of the Apartment (which rate shall be uniformly applicable to all buyers at the Complex). The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.

4.4 As and when any plant, machinery, equipment etc. within the Real Estate Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the buyers / occupants of apartments at the Real Estate Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be).

4.5 The basement(s) and service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms,

firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Owner shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Buyers formed by the Buyers for rendering maintenance services.

5. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Apartment Buyer's Agreement is brought to the notice of the Promoters within a period of 5 (five) years by the Owner from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters' failure to rectify such defects within such time, the aggrieved Owner shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, the Promoters shall not be liable for rectification of defects in the following circumstances:

(i) If the same has resulted due to any act, omission or negligence attributable to the Owner or non-compliance of any Applicable Laws by the Buyer; and

(ii) The defects that are the result of ordinary wear and tear in due course.

Provided that the Owner understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoters, and the Promoters shall not be liable for rectification of any defects therein. Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoters at the Real Estate Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Owner prior to expiry of the said initial 30 (thirty) days. The Owner hereby agrees to such additional time / extension of time without being entitled to / making any claim to

receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Maintenance Agency shall have right of unrestricted access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Owner agrees to permit the Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

a. Subject to Clause 5 above, the Owner shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

b. The Owner further undertakes, assures and guarantees that it would not put any signboard/name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Real Estate Project, buildings or the said Apartment or the Common Areas. The Owner shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Owner shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas.

c. The Owner shall neither encroach upon the Common Areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.

d. If any damage is caused to the Apartment, Common Areas or to the Real Estate Project on account of any act, negligence or default on part of the Owner or his employees, agents, servants, guests, or invitees, the Owner shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/or damage caused as may be levied by the Promoters or the Association of Buyers or the Maintenance Agency, as the case may be.

e. The Owner shall not remove any wall, including the outer and load bearing wall of the Apartment. The Owner is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Owner shall not under any circumstances do or allow any alteration/ modification/change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Buyers in writing.

f. The Owner shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.

g. The Owner shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Buyers and/or Maintenance Agency. The Owner shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

h. The Owner shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Owner specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other

activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project.

i. The Owner undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Real Estate Project.

j. The name of the Complex and Real Estate Project shall always be 'Luminare' and 'Luminare Altaris' respectively and the Owner or his lessees / occupant(s) / transferee(s)/ assignee(s) or the Association of Buyers shall not be entitled to change the same.

k. The Owner shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

8. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC.

BY THE PARTIES:

a. The Parties are entering into this SALE Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

b. The Promoters has made it expressly clear to the Owner that the rights of the Promoters in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the statutory authority(ies).

c. The Owner shall observe all terms and conditions of this SALE Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Project.

9. ADDITIONAL CONSTRUCTIONS:

The Promoters undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. The promoter shall have exclusive right to use the said land for future construction on the said land with prior permission of the competent authority in case any TDR is allotted in favor of the promoter.

10. COMPLIANCE WITH APARTMENT ACT AND THE ACT:

The Promoters have assured the Owner that the Project in its entirety is in accordance with the provisions of the Apartment Act, Act and rules framed / to be framed thereunder.

11. ENTIRE SALE DEED:

This SALE Deed, along with its schedules, constitutes the entire understanding /contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Apartment Buyer's Agreement) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this SALE Deed.

12. PROVISIONS OF THIS SALE DEED APPLICABLE ON BUYER/
SUBSEQUENT PURCHASERS OF THE APARTMENT:

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

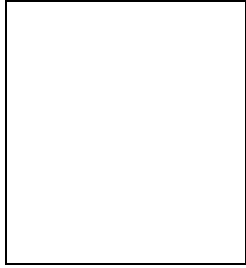
13. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER
REFERRED TO IN THE SALE DEED:

Wherever in this SALE Deed it is stipulated that the Owner has to make any payment, in common with other buyer(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the Apartments in the Real Estate Project / Complex, as the case may be.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this SALE Deed at Paithan in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

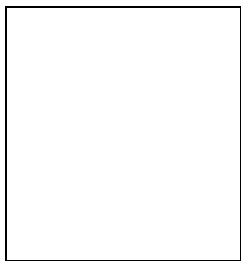
Buyer/ Owner)



(1) Signature : _____

Name : _____

Address : _____



(2) Signature : _____

Name : _____

Address : _____ -

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Please affix photographs and
sign across the photographs
Please affix photographs and
sign across the photographs
Please affix photographs and
sign across the photographs

Signature GPA Holder _____

Name: _____

Address: _____

WITNESSES:

1. Signature Name Address

Please affix photographs and
sign across the photographs
Please affix photographs and
sign across the photographs
Please affix photographs and
sign across the photographs

2. Signature Name Address

Please affix photographs and
sign across the photographs
Please affix photographs and
sign across the photographs
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sign across the photographs

SCHEDULE I

Part A: Description of Licensed Lands

SCHEDULE II

DESCRIPTION OF THE APARTMENT

A. DESCRIPTION OF THE APARTMENT APPLIED FOR:

- (i) Apartment No. ____
- (ii) Tower No. _____
- (iii) Floor No. _____
- (iv) Carpet area of _____. (equivalent to
_____sq. ft. approx).
- (v) Exclusive Balcony area of _____ - sq. mts (equivalent to
_____ sq. ft. approx.)
- (vi) Number of covered car parking(s) _____
- (vii) The above said apartment is surrounded from four side as follows:

- a. East side: _____
- b. West side: _____
- c. North side: _____
- d. South side: _____

B. MODE OF BOOKING

Direct

SCHEDULE III
FLOOR PLAN OF THE APARTMENT

SCHEDULE IV
SPECIFICATIONS & AMENITIES
WHICH ARE MENTIONED IN THE AGREEMENT FOR SALE

SCHEDULE VII
COMMON AREAS / SERVICES / FACILITIES
WHICH ARE MENTIONED IN THE AGREEMENT FOR SALE

WHEREAS:

- A. The Promoter is the absolute and lawful owner of Gut No. 52 totally admeasuring 1 Hectar 19 are situated at Bidkin, Tq. Paithan, Dist. Aurangabad. (“**Said Land**”) by way of ancestral property.
- B. The Said Land is earmarked for the purpose of building a Residential project, comprising 1 multistoried apartment buildings on the Plot No. ____ out of ____ Plots in the Non Agricultural permission granted for the said land and the said Project shall be known as _____.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities With respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Collector Aurangabad has granted the commencement certificate to develop the Project *vide* approval dated 20/02/2017 bearing no. 2015 / MSk / Land-1 / NAP-34 / Villages Bidkin, Tq. Paithan /PK /159;
- E. The Promoter has obtained the final layout plan approvals for the Project from Town Planning Department Dated :- 03/02/2017. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority and the promoter is allotted with the project registration No. as P51500011831 on 31/08/2017. The said certificate is annexed to this Agreement to the **Annexure ‘F’**
- G. The Owners had shown his willingness for an Apartment in the Project and has been allotted _____, having Carpet Area of _____ Square Feet, type _____, on _____ in block no. ____ along with closed parking which shall be allotted on the ‘First Come First Serve Basis’ admeasuring _____ Square Feet in the *closed parking*, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Flat” more particularly described in Schedule A and the floor plan of the Apartment is annexed hereto and marked as Schedule B);
- H. The promoter has completed the entire work of construction as mentioned in Annexure ‘C-2’ and Annexure ‘D’. the promoter after the completion of the said construction has applied to the competent authority (The District Collector, Aurangabad) for the “**Occupancy Certificate**” and the District Collector, Aurangabad upon satisfaction of the compliance of the documents has issued the Occupancy Certificate on 14.01.2019 bearing outward number: 2018/MSK/Land-1/NAP-34/P.K. 352. The Occupancy Certificate is annexed with this Agreement.

- I. The promoter Mr. _____ have executed the registered General Power of Attorney (GPA) bearing no. 9563/2018 in the office of sub-registrar GR1 Paithan, in favour of his son namely ____ s/o _____ on 24.12.2018, thereby conferred all the rights to execute the sale deed for the promoter. The General Power of Attorney (GPA) bearing no. 9563/2018 is annexed with this Agreement.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. 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 for Sale and all applicable laws, are now willing to enter into this Agreement for sale on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement for sale and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Owner hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Owner and the Owner hereby agrees to purchase, the Apartment as specified in para G;
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____-.)

(Give break up and description):

Flat no. __, Wing __, Plot no. __	Rate of Apartment per Square Feet.
Price of Flat	_____
GST @12%	_____
Stamp Duty + Reg Fees @ 7 %	_____
M.S.E.B. & Legal Charges	_____
Grand Total	_____

The rate quoted is inclusive of following.

1. Cost of Common Area
2. Cost of Light (Electricity), Water, Drainage Connection.
3. Legal Expenses
4. Other development charges

5. The Govt. Taxes as Applicable.

6. The Owner has applied for the loan for the purchase of the said flat with _____
The Bank has sanctioned the loan proposal and disbursed the entire payment vide

Date	Bank Name	Check No.	AMOUNT

Explanation:

- (i) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Owner to the promoter shall be increased/reduced based on such change / modification;
- (ii) The Promoter shall periodically intimate to the Owner, the amount payable as stated in (i) above and the Owner shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Owner the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 1.3 The Total Price is escalation-free, save and except increases which the Owner hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Owner for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Owner, which shall only be applicable on subsequent payments.
- 1.4 The Owner(s) shall make the payment as per the payment plan set out in **Schedule C** (“**Payment Plan**”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Owner by discounting such early payments, for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Owner by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Owner. Provided that the Promoter may

make such minor additions or alterations as may be required by the Owner, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Owner after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Owner 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 Owner. If there is any increase in the carpet area allotted to Owner, the Promoter shall demand that from the Owner as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Owner shall have the right to the Apartment as mentioned below:
- (i) The Owner shall have exclusive ownership of the Apartment;
 - (ii) The Owner shall also have undivided proportionate share in the Common Areas. Since the share / interest of Owner in the Common Areas is undivided and cannot be divided or separated, the Owner shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Owner to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Owners as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Promoter and the Owner agrees that the Apartment along with 1 closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Owner. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Owners of the Project.

- 1.10 It is understood by the Owner that all other areas and i.e. areas and facilities falling outside the Project, namely internal Roads, Street Lights shall not form a part of the declaration to be filed with.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Owners, which it has collected from the Owners, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Owners or any liability, mortgage loan and interest thereon before transferring the apartment to the Owners, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Owner has paid a sum of Rs,----- (Rupees -----) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Owner hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

The remaining payment of the Apartment has been paid by the Finance by_____

Provided that if the Owner delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Owner shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of '_____' payable at ____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Owner, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other

applicable law. The Owner understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. The Owner shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Owner subsequent to the signing of this Agreement, it shall be the sole responsibility of the Owner to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Owner and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Owner only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Owner has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Maharashtra State Government and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6. POSSESSION OF THE APARTMENT/PLOT

- 6.1 **Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before 1st May 2019, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Owner agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Owner agrees and confirms that, in the event it becomes impossible for the Promoter to

implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Owner the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Owner, Owner agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 6.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Owner in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Owner. The Promoter agrees and undertakes to indemnify the Owner in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Owner agree(s) to pay the maintenance charges as determined by the Promoter/association of Owners, as the case may be. The Promoter on its behalf shall offer the possession to the Owner in writing within days of receiving the occupancy certificate* of the Project.
- 6.3 **Failure of Owner to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Owner shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the Owner. In case the Owner fails to take possession within the time provided in clause 7.2, such Owner shall continue to be liable to pay maintenance charges as applicable.
- 6.4 **Possession by the Owner** - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Owners, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Owners or the competent authority, as the case may be, as per the local laws.
- 6.5 **Cancellation by Owner** – The Owner shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
- Provided that where the Owner proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Owner shall be returned by the promoter to the Owner within 45 days of such cancellation.
- 6.6 **Compensation –**
- The Promoter shall compensate the Owner in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
- Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (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 on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Owners, in case the Owner 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 [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Owner does not intend to withdraw from the Project, the Promoter shall pay the Owner interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

7 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Owner created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any AGREEMENT FOR SALE and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Owner under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Owner in the manner contemplated in this Agreement;
- (ix) At the time of execution of the SALE deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Owner and the common areas to the Association of the Owners;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all 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;
- (xii) 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 by or served upon the Promoter in respect of the said Land and/or the Project.

8. EVENTS OF DEFAULTS AND CONSEQUENCES

8.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Owner within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

8.2 In case of Default by Promoter under the conditions listed above, Owner is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Owner stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Owner be required to make the next payment without any penal interest; or
- (ii) The Owner shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Owner under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Owner does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

8.3 The Owner shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Owner fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Owner shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Owner under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Owner and refund the amount money paid to him by the Owner by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

9. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Owners. The cost of such maintenance has been included in the Total Price of the Apartment.

10. DEFECT AND LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the AGREEMENT FOR SALE relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Owner from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Owners shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**11. RIGHT OF OWNER TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Owner hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Owners (or the maintenance agency appointed by it) and performance by the Owner of all his/her obligations in respect of the terms and /conditions specified by the maintenance agency or the association of Owners from time to time.

12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of Owners shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Owner agrees to permit the association of Owners and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Owner shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Owners formed by the Owners for rendering maintenance services.

14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Owner shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Owner further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Owners shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Owner shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Owner shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Owner shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Owners and/or maintenance agency appointed by association of Owners. The Owner shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY OWNER

The Owner is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Owner hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

16. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Owner who has taken or agreed to take such Apartment.

18. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Owners that the project in its entirety is in accordance with the provisions of the Maharashtra Ownership Flats Regulation of the Promotion of Construction sale Management and Transfer Act. The Promoter showing compliance of various laws/regulations as applicable in Maharashtra

19. BINDING EFFECT

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

20. ENTIRE AGREEMENT

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/plot/building, as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON OWNER / SUBSEQUENT OWNERS

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

23. WAIVER NOT A LIMITATION TO ENFORCE

23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights asset out in this Agreement, waive the breach by the Owner in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Owner that exercise of discretion by the Promoter in the case of one Owner shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Owners.

23.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

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

26. FURTHER ASSURANCES

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

27. PLACE OF EXECUTION

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

28. NOTICES

That all notices to be served on the Owner and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Owner or the Promoter by Registered Post at their respective addresses specified below:

OWNERS.

1. Mr.
2. Mrs. - w/o. R/o. at _____

PROMOTER

M/s. through its Proprietor
Mr., age: _____ years, Residing at _____ Through **GPA**
holder Mr _____

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