

Shree Kundalwal & Sons

Office: - Office at 4, Varad Apartment, Mama Chowk,

Aurangabad

Date:- / /20

To, Mr. _____

Subject:- Allotment letter of Duplo Villa no. _____ in Building _____ on the _____ floor in our project "Esmeralde", Situated gut No. 106, Nakshatrawadi, Aurangabad.

Dear Sir,

This is to confirm that the initial payment of Rs. _____/- (Rs. _____ only) by cheque No. _____ Drawn on _____ Bank, dated / / out of the consideration amount of Rs. _____/- (Rs. _____ only) is being received from you against the Duplo Villa no. _____ ("Esmeralde", Situated gut No. 106, Nakshatrawadi, Aurangabad. The terms and conditions of the booking of the Duplo Villa 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. FDR for colony Maintenance Rs. 7,00,000/-
2. Infra charges Rs. 2,25,000/-
3. Adhoc fund for colony Rs. 1,12,000/-
4. Electrical Infra Charges Rs. 75,000/-
5. Legal Charges Rs. 10,000/-
6. Stamp duty, Registration fees, GST or any Govt. duties and taxes are applicable at actual from time to time.

All above charges will be paid by Duplo Villa purchaser.

I hereby congratulate and thank you for being part of "Esmeralde".

Regards

Sales & Marketing department

Shree Kundalwal & Sons

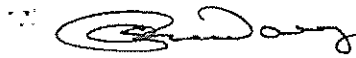
Disclaimer:- Price list, above deposits, Charges, expenses, Duties, Fees and payment plan can be changed without giving any notice, and at the sole discretion of the company.

AGREEMENT TO SALE

Agreement to sale of Duplovilla/Villament/Flat/Independent Bungalow/Shop/Store/Unit No. _____ Esmeralde, situated at Gut No.106, Nakshatrawadi, Aurangabad. The stamp value of which is Rs. _____ /- and real consideration is Rs. _____/-

This agreement to sale is executed today on _____ day of July, 2017 at Aurangabad, between :-

1. Mr. Suhas s/o Laxmanrao Vaidya,
Age: 57 years, Occ: Agriculture & Business,
R/o: Sukul, 279, Samarth Nagar,
Aurangabad.
PAN NO. AARPV4864C
2. Mrs. Sunita w/o Suhas Vaidya,
Age: 52 years, Occ: Agril., & Business,
R/o. Sukul, 279, Samarth Nagar,
PAN NO.AALPV4545N
3. Mr. Vishnudas s/o Harikishan Bajaj,
Age: 62 years, Occ: Service,
R/o. 5, Gandhi Nagar, Bansilal Nagar,
Aurangabad.
PAN NO.AAYPB1797P
4. Mr. Kamalkishor s/o Kaluram Bajaj,
Age: 58 years, Occ: Agril., & Business,
R/o. Shilp Nagar, Near Bansilal Nagar,
Aurangabad.
PAN NO.AASPB6949F
5. Mr. Rajendra Bansilal Kundalwal,
Age: 54 years, Occ: Business,
R/o. Padampura, Aurangabad.
PAN NO.ABRPK1710D
6. Mr. Sanjay Bansilal Kundalwal,
Age: 47 years, Occ: Business,
R/o. Padampura, Aurangabad.
PAN NO.ABPPK6733N



For Shree Kundalwal & Sons

Partner

(All through their power of attorneys)

1. Mr. Sanjay Bansilal Kundalwal,
Age: 47 years, Occ: Business,
R/o. Padampura, Aurangabad.
PAN NO.ABPPK6733N
2. Balkrishna s/o Dasrao Bhakre,
Age: 52 years, Occ: Business,
R/o. 49, Shambhu Mahadeo Nagar,
Near Sahakar Nagar, Aurangabad.

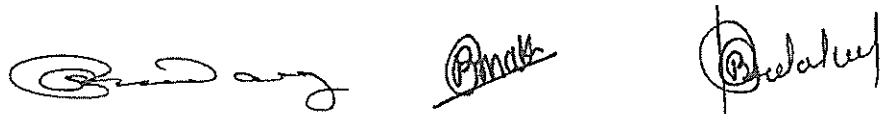
(Hereinafter called as OWNERS which expression shall mean and include all their legal heirs, successors, legal representatives, executors, administrators & assignees etc.)

AND

M/s. Shree Kundalwal & Sons,
A Partnership Firm registered under the provisions
Of The Indian Partnership Act, having it's registered
Office at 4, Varad Apartment, Mama Chowk,
Padampura, Aurangabad.
PAN NO.ABRPK1710D

Through its Partners

1. Mr. Rajendra Bansilal Kundalwal,
Age: 54 years, Occ: Business,
R/o. Padampura, Aurangabad.
2. Mr. Sanjay Bansilal Kundalwal,
Age: 47 years, Occ: Business,
R/o. Padampura, Aurangabad.
3. Mr.Balkrishna s/o Dasrao Bhakre,
Age: 52 years, Occ: Business,
R/o. 49, Shambhu Mahadeo Nagar,
Near Sahakar Nagar, Aurangabad.



For Shree Kundalwal & Sons

Partner

(Hereinafter called as PROMOTER/DEVELOPER/BUILDER which expression shall mean and include all its present and future partners, their legal heirs, successors, legal representatives, executors, administrators & assignees etc.)

AND

Mr. _____ S/o _____,

Age : _____, Occupation :- _____

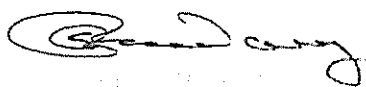
R/o.: _____,

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

WHEREAS, the land Gut No.106, totally adm. 10 H 11 R, (including port kharab of 2 R) situated at Nakshatrawadi, Aurangabad, to the extent of 1 H 17 R is owned and possessed by the Owner No.1 and he purchase the same under the registered sale deed No.414 / 2006, dated 25/01/2006.

AND WHEREAS, Owner No.2 owned and possessed the area to the extent of 76 R in the same land Gut No.106 and adjacent to the land of Owner No.1 and she purchase the same under the registered sale deed dated 05/08/1998 registered at Serial No.1546 at the Office of Sub-Registrar, Aurangabad.

AND WHEREAS, Owner Nos.3 and 4 owned and possessed 24 R portion out of the same land Gut No.106 and adjacent to the land of Owner Nos.1 and 2 and they purchase the same under the registered sale deed No.9090 / 2010 dated 08/11/2010.





For Shree Kundalwal & Sons

Partner

AND WHEREAS, the Owner Nos.1, 3 & 4 decided to develop their respective lands excluding the area reserved for school, road etc., and owner No.2 decided to develop her area to the extent of 16.9733 R portion out of her land excluding the area affected by road and therefore all of them entered into registered development agreement with the developer on dated 28/12/2010 registered at Serial No.9520 at the office of Sub Registrar, Aurangabad, and in accordance with the said development agreement Owner also executed registered power of attorney in favour of the then partners of developer firm.

AND WHEREAS, initially the developer firm M/s. Shree Kundalwal and Sons consist of only two partners as Rajendra and Sanjay Kundalwal, but by virtue of deed of admission cum partnership deed dated 01/01/2011, Balkrishna Dasrao Bhakre, came to be admitted as its partner.

AND WHEREAS, deed of correction to the above referred development agreement dated 29/12/2010, came to be executed and registered on dated 15/10/2012 registered at serial No.7066 and another deed of correction to the said development agreement came to be executed and registered on dated 04/11/2016 registered at serial No.8882 at the office of Sub Registrar Aurangabad.

AND WHEREAS, the Owner Nos.5 and 6 owned and possessed 2 H 2 R portion out of the same land Gut No.106 and adjacent to the land owned by Owner Nos.1 to 4 and they received the same under the registered Gift Deed No.9768/2010 dated 23/12/2010 from their mother,


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but prior to execution of the gift deed by mother of owner Nos.5 and 6 land was already converted in non-agriculture, as per the order of collector dated 10/06/1993.

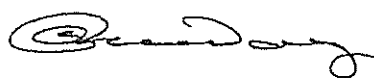
AND WHEREAS, land belonging to owner Nos.1 to 4 came to be converted into non-agriculture as per the order of Collector, dated 24/03/2015.

AND WHEREAS, in view of the development agreement referred above, the owners also executed the registered power of attorney in favor of the promoter thereby exclusive rights to sell the apartment in the building to be constructed by the promoter, except the apartments retained by the owner, is given in the promoter and as such promoter is entitle to execute this agreement and receive the sale consideration in respect thereof.

AND WHEREAS the Developer entered in to standard agreement with an Architect registered with council of Architect and such agreement is as per the agreement prescribed by the Council of Architect.

AND WHEREAS the promoter appointed a structural Engineer for the preparation of the structural design and drawings of the building and the promoter accepts the professional supervision of the Architect and structural engineer till the completion of the building.

AND WHEREAS the Developer is going to register the project under Real Estate Regulatory Authority Act with the Real Estate Regulatory Authority





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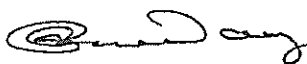
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AND WHEREAS the Developer obtained the permission for construction from the Municipal Corporation, Aurangabad on 01/02/2012 in file no. 196 / 17 /2011 - 12. Copy of the construction plan is annexed herewith and marked **Schedule "C"**.

AND WHEREAS, declaration U/s.2 of the Maharashtra Apartment Ownership Act 1970 is executed and registered on dated: 25/03/2012 registered at sr. no.2384 at the office of Sub Registrar Aurangabad, and thereby proposed site nomenclature as "ESMERALDE" is submitted to the provisions of the Maharashtra Apartment Ownership Act, and as per the construction permission referred above as well as declaration, there are six apartment building and nine independent Bungalows in the said ESMERALDE project and in the said declaration details in respect of floors, in respect of flat on each floor, in respect of the common area and facilities of the site is specifically given and the copy of the said declaration is annexed hereto. The deed of correction to the said declaration is executed on dated 15/07/2015 registered at Serial No.4302 at the Office of Sub Registrar Aurangabad.

AND WHEREAS the Advocate of the promoter also issued title certificate in respect of the present project and copy of the said title certificate is annexed hereto, along with the copy of 7/12 record in respect of property where the apartment building is being constructed and they are **annexures as A and B**.

AND WHEREAS the authenticated copy of the construction plan of the building is **annexures C**.





For Shree Kundalwal & Sons

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AND WHEREAS the copy of the plan of Apartments under sale is annexures hereto and marked as Annexure "D"

AND WHEREAS the promoter has obtained all necessary approvals from the concerned local authorities to the plan, specification, elevations, sections and of the said building and shall obtain the balance approval from various authorities from time to time so as to obtain occupancy certificate of the said building.

AND WHEREAS, purchaser/Allottee has gone through all the above referred documents and detail contains of the same and also the construction plan, layout plan and plan of the apartment and being totally satisfied with the same requested the Promoter/Builder to allot the Duplovilla/Villament/Flat/Independent Bungalow/Shop/Store No. _____ in Esmeralde having carpet area ____ sq.mtrs., and built up area of ____ sq.mtrs. on _____ Floor, in "_____" building, AT ESMERALDE and which is specifically described in Schedule-B hereunder and the Promoter/Developer/Builder also agreed for the same on the following terms and conditions.

- 1) That, the Promoter/Developer/Builder agreed to sale the Duplovilla/Villament/Flat/Independent Bungalow/Shop/Store No. _____ in Esmeralde having carpet area ____ sq.mtrs., and built up area of ____ sq.mtrs., , on _____ Floor, in "_____" building, AT ESMERALDE to the purchaser/allottee for the total consideration of Rs. _____ /- (Rupees. _____ only) out of which the purchaser/allottee. Paid the earnest amount of Rs. _____/- (Rs. _____ only) to the Promoter/Developer/Builder as under:-

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Sr.No.	Cheque Number	Bank's Name	Date	Amount

As such, the Promoter/Developer/Builder hereby acknowledge the receipt of the same. The remaining amount of consideration of Rs. _____/- (Rupees _____ only) will be paid by the purchaser/allottee to the Promoter/Developer/Builder as under:-

Stage of Construction	Amount

- 2) That the above said consideration is excluding the taxes (consisting of tax paid or payable by the promoters by way of value added tax, service tax, cess, GST or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by promoter as well as any other tax imposed on this transaction by any Government or Authority) up to the date of handing over the possession of the apartment.



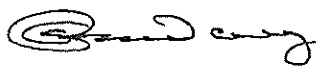
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3) The total price is escalation free, save and except escalation / increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges, which may be levied or imposed by the competent authority i.e. local bodies / government from time to time. The promoter undertake and agreed that while raising a demand to the purchaser/allottee for increase in development charges, costs or levies imposed by the competent authorities etc., the promoter shall enclose the said notification/ order / rules, regulation published / issued in that behalf to that effect along with the demand letter being issued to the purchaser/allottee.

4) That the purchaser/allottee shall on or before obtaining possession of the Duplovilla/Villament/Flat/Independent Bungalow/Shop/Store keep deposited with the developer following amount.

- i) Rs._____ /- for share money, application entrance fees of the society and association of apartment.
- ii) Rs._____/ - for formation of Association & Society and registration of the society.
- iii) Rs._____/ - for share of taxes and other charges/ levies in respect of the Society and Association of Apartment.
- iv) Rs._____/ - for deposit towards provisional monthly contribution towards outgoing of the Society and Association.
- v) Rs._____/ - for deposit towards water, electric & other utilities and service connection charges and;





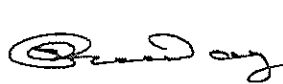
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- vi) Rs._____/ - for deposit towards Special Corpus Fund
- vii) Rs._____/ - deposit towards ad-hoc fund.
- viii) Rs._____/ - deposit towards Project Infrastructure Charges.
- ix) Rs._____/ - deposit towards Electrical Infrastructure and Meter Connection Charges.

5) The purchaser/allottee shall pay to the promoter a sum of Rs._____/ - for meeting all legal costs, charges and expenses including professional cost of Advocate of the promoter in connection with formation of the said Society and Association of Apartment and for preparing its rules, regulations and byelaws and the costs of repairing and engrossing the conveyance.

6) At the time of registration of the conveyance of the building or common areas and facilities of building to the Society or Association of the Apartment, the purchaser/allottee shall pay to the promoter, his share of stamp duty and registration charges payable by the said Society or Association of Apartment on such conveyance or any other documents or instrument of transfer in respect of the structure of the building or common areas and facilities.





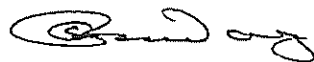
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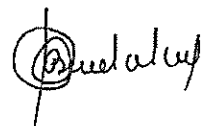
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7) That the Developer shall confirm the final carpet area that has been allotted to the purchaser/allottee, after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing the details of the charges if any in carpet area, subject to a variation gap of 4% to 5%. The total price payable for the carpet area shall be re-calculated 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 the allottee within 45 days if there is any increase in the carpet area allotted to allottee, the promoter shall demand additional amount from the allottee as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate of per sq. meter as agreed in this agreement.

8) The purchaser/allottee hereby authorize the promoter to adjust/ appropriate all payment made by him under any heads or dues against lawful outstanding, if any in his name, as the promoter may in its sole discretion deems fit and the purchaser/allottee undertakes not to object/ demand/ direct promoter to adjust his payment in any manner.

09) The promoters hereby agree to observe, perform and comply with all these terms, conditions, stipulations and restrictions if any which have been imposed or may be imposed by the concerned local authority at the time of sanctioning the said plan or thereafter and shall before handing over the possession of the apartment to the purchaser/allottee obtained from the concerned local authority, occupancy/completion certificate in respect of the apartment.





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10) Time is essence for the promoter as well as the purchaser/allottee. The promoter shall abide by the time schedule for completing the project and handing over the apartment to the purchaser/allottee and the common areas and facilities to the Society/Association of Apartment, after receiving occupancy or completion certificate. Similarly, the purchaser/allottee shall make timely payment of the installment and other dues payable by him/ her and meeting the other obligations under the agreement subject to simultaneous completion of construction by the promoter as stated above.

11) If the promoter fails to abide by the time schedule for completing the project and handing over the apartment to the allottee the promoter agrees to pay to the allottee who does not intend to withdraw from the project, interest as specified in the rule on all amount paid by the allottee for every month of delay till the handing over of the possession. Similarly allottee also agrees to pay to the promoter, interest as specified in the rules on all the delayed payments which may become due and payable by the allottee to the promoter under the terms of this agreement from the date of said amount payable by the purchaser/allottee to the promoter, till the date of actual payment.

12) Without prejudice to the right of promoter to charge interest as stated above, on the allottee committing default in payment on the due date under this agreement (including his proportionate share of the taxes levied by the concerned local authorities and other outgoings) and on the purchaser/allottee committing three defaults of payment of installment, the promoter shall at his own option may terminate this agreement. Provided that the promoter shall give notice of 15 days in writing to the purchaser/allottee by R.P.A.D.

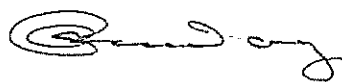
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at the address mentioned above and mail at the email address provided by the purchaser/allottee, of his intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this agreement. If the purchaser/allottee fails to rectify the breach or breaches mentioned by the promoter within the period of notice, then at the end of such notice period, promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the purchaser/allottee, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the promoter) within a period of 30 days from the termination, of the installment of sale consideration of the apartment which may till then have been paid by the purchaser/allottee to the promoter.

13) That, if the purchaser/allottee at any time after this agreement express his desire to cancel the agreement, he will be entitled for refund of only 75% of the amount paid by him till that time to the promoter, after deducting therefrom amount of the promoter if any due to the purchaser/allottee and further the said amount will be refunded by the promoter, after having the booking of the said unit by any other purchaser/allottee.

14) The promoter shall give possession of the apartment to the purchaser/allottee on or before _____. If the promoter fails to give possession of the apartment to the purchaser/allottee on account of reasons beyond his control and of his agent,





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by the aforesaid date then the promoter shall be liable to refund to the purchaser/allottee the amount already received by him in respect of the apartment with interest at the rate specified in the rules from the date the promoter received the sum till the date the amount with interest is repaid, subject to the aforesaid clause Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of the building, in which the apartment is situated is delayed on account of (i) War, civil commotion or act of God; (ii) any notice, order, rule, notification of the government or other public or competent authority/ court.

15) That, the promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the purchaser/allottee as per the agreement shall offer in writing the possession of the (apartment) to the purchaser/allottee in terms of this agreement, possession 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 purchaser/allottee. L the Promoter agrees and undertakes to indemnify the purchaser/allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The allottee agree(s) to pay the maintenance charges as determined by the promoter or association of allottees, as the case may be. The promoter on its behalf shall offer the possession to the allottee in writing within 7 days of receiving the occupancy certificate of the project.

16) The allottee shall take possession of the apartment within 15 days of the written notice from the promoter to the allottee intimating that the said apartments are ready for use and occupancy;



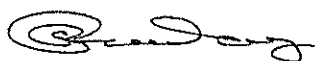
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17) That, upon receiving a written intimation from the promoter as stated above, the allottee shall take possession of the apartment/plot from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the promoter shall give possession of the apartment/plot to the allottee. In case the allottee fails to take possession within the time provided as above. Such allottee shall continue to be liable to pay maintenance charges as applicable.

18) If within a period of five years from the date of handing over the apartment to the allottee, the allottee brings to the notice of the promoter any structural defect in the apartment or the building in which the apartment are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the promoter at his own cost and in case it is not possible to rectify such defects, then the allottee shall be entitled to receive from the promoter compensation for such defect in the matter as provided under the Act.

19) The allottee shall use the apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business (*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.



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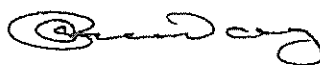
20) The allottee along with other allottee(s) of apartments in the building shall join in forming and registering the Society or Flat Owners Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and Flat Owners Association and for becoming a member, including the bye laws of the proposed society and duly fill in, sign and return to the promoter within seven days of the same being forwarded by the promoter to the allottee, so as to enable the promoter to register the common organization of allottee. No objection shall be taken by the allottee if any, changes or modifications are made in the draft byelaws of Society or Flat Owners Association as may be required by the Registrar of Co-Operative Societies or any other Competent Authority.

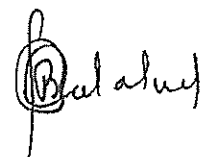
21) The Promoter shall, within three months of obtaining the Occupancy/Completion certificate cause to be transferred to the Society or Flat Owner's Association all the right, title and the interest of the Original Owner/Promoter in common areas and facilities of the building.

22) REPRESENTATION AND WARRANTIES OF THE PROMOTER.

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

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





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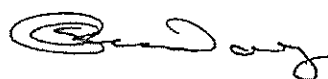
However, the promoter avail the project loan of Deogiri Nagrik Sahakari Bank / Central Bank of India, but he obtained its NOC prior to execution of this agreement and promoter will comply the condition of the said NOC and prior to execution of final conveyance deed / sale deed, the Shop/Duplovilla/Villament/Flat/Independent Bungalow in Esmeralde under sale will be free from all types of encumbrances.

ii. The promoter has lawful rights and requests approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

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

iv. There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

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





For Shree Kundalwal & Sons

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

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

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

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

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till handing over the site/building to the Society/ Flat Owners Association.



For Shree Kundalwal & Sons

2020-11-11 10:00:00

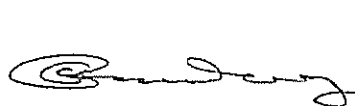
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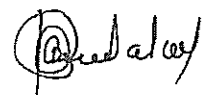
xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or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

23) The Allottee's or himself/themselves with intention to bring all persons into whosoever Hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

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





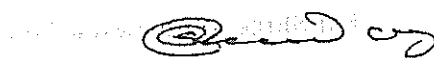
For Shree Kundalwal & Sons

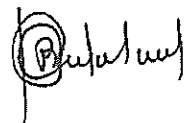
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including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee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

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

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





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

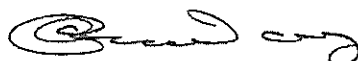
vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

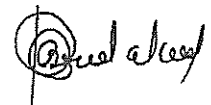
vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurances and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or Flat Owners Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building





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and the Apartment therein and for the observance and performance of the Building Rules, Regulation and Bye-laws for the time being of the concerned local authority and of Governmental and other public bodies. The Allottee shall also observe and perform all the stipulations and condition laid down by the Society/Flat Owners Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society/Flat Owners Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and other, at all reasonable times, to enter into and upon the said buildings or any part thereof to view examine the state and condition thereof.

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



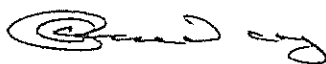
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25) Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except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

26) That, 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 crated then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who had taken or agreed to take such [Apartment/plot]

27) That, forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with payments due as stipulated in the Payment Plan within 30 (thirty) days from before the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter,





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then the Promoter shall serve a notice to the Allottee for rectifying the defaults which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, applications of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

28) That, this Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/plot/building, as the case may be.

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

30) That, it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained here in and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee of the [Apartment/Plot] for all intents and purposes.

31) That, if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provisions of the Agreements shall be deemed amended or deleted in so far as reasonably

Witnessed by

For Shree Kundalwal & Sons

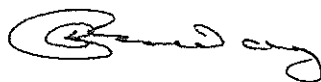
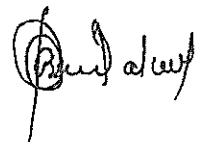
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inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulation made there under or the applicable law, as the case may be, and the remaining provision of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32) that, wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartment] in the Project unless otherwise fixed as per declaration/correction to declaration deeds of this project.

33) That, 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 provision 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.

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



For Shree Kundalwal & Sons

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

35) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

36) That, the charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

37) That, any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and regulations, there under.

38) That before getting part OC No.201/17/2017-18 Dated 29/07/2017 of Some units and Club House Promoter had given Affidavit to Aurangabad Municipal Corporation about uses of club house situated in open space of this project. In that affidavit following points are mentioned.

"This Club house will be used by the allottee of Esmeralde only. And this club house will be used for a limited period in a day, for purpose to improving health of its users. And in any case the Club house will not be used for residential purpose and this will be binding on all allottees."

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39) That, the rights and obligation of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the Aurangabad courts will have the jurisdiction for this Agreement.

SCHEDULE "A"

WHEREAS all that part and parcel of the land Gut No.106 totally admeasuring 10 H 11 R (including port Kharab of 2 R), to the extent of 3 H 59.97 R, bounded by ;

EAST: Nala and other gut
 WEST: Remaining part of Gut No.106 belonging to Pallavankur Nursery.
 SOUTH: Remaining portion of land Gut No.106.
 NORTH: Nala.

situated at Nakshatrawadi, Aurangabad.

SCHEDULE-B

All that, part and parcel of Duplovilla/Villament/Flat/Independent Bungalow/Shop/Store No._____ in Esmeralde having carpet area of _____ sq.mtrs., and built up area of _____ sq.mtrs., bounded by;

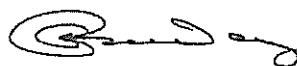
East : _____

West : _____

North : _____

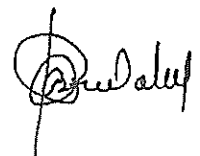
South : _____.

on _____ Floor, in " _____ " at ESMERALDE developed at the property described in Schedule-A and specifically, demarcated in red lines in the map annexed hereto , along with _____ percentage share in common areas and facilities.





For Shree Kundalwal & Sons



Partner

IN WITNESSTH WHEREOF, THIS AGREEMENT TO SALE IS
EXECUTED ON __ th DAY OF JULY, 2017, AT AURANGABAD.

WITNESSES:

OWNER

01.

1. Mr. Suhas s/o Laxmanrao Vaidya,

2. Mrs. Sunita w/o Suhas Vaidya,

3. Mr. Vishnudas s/o Harikishan Bajaj,

4. Mr. Kamalkishor s/o Kaluram Bajaj,

5. Mr. Rajendra Bansilal Kundalwal,

6. Mr. Sanjay Bansilal Kundalwal,

02.

(All through their power of attorney)

1. Mr. Sanjay S/o Bansilal Kundalwal,

2. Balkrishna s/o Dasrao Bhakre,

PROMOTER

M/s. Shree Kundalwal & Sons,
A Partnership Firm
Through its Partners

1. Mr. Rajendra s/o Bansilal Kundalwal,

2. Mr. Sanjay s/o Bansilal Kundalwal,

3. Mr. Balkrishna s/o Dasrao Bhakre,

ALLOTTEE

_____ s/o _____

For Shree Kundalwal & Sons

Partner