AGREEMENT TO SALE

Zone No.	@ Rs._____/- Per Sq. Mtr
Government Value	Rs._____/-
Actual Consideration	**Rs……/-**
Date of Execution of this Agreement	**_____th_____2019**
Place of Execution of this Agreement	Aurangabad.

This Agreement made at Aurangabad this **_____th**day of **_____** in the year Two Thousand And Nineteen between

M/s. Ukarde Patil Developers, A Partnership Firm (PAN No. AAEFU2585N)

Office: 264, Karmad, TQ. & Dist. Aurangabad.

Through Its Partners.

1. **Mr. Amol Suresh Ukarde**

   Age: 24, Occ: Business

   R/o. 264, Karmad, TQ. & Dist. Aurangabad.

   (ADHAR No. 2774-6237-8401)

2. **Mr. Vinay Suresh Ukarde**

   Age: 22, Occ: Business,

   R/o. 264, Karmad, TQ. & Dist. Aurangabad.

   (ADHAR No. 8141-4401-2174)

(Hereinafter called as "Grantor/Land Owner"/Developer which expression shall mean include all its Directors, their heirs, successors, representatives, executors, administrators & assignees etc. &**PARTY OF FIRST PART**)

AND

1. **Mrs. ……**

   Age: ……, Occ.:-……..,

   R/o.:- ……..

2. **Mr. ……**

   Age: …, Occ.:-……,

   R/o.:- ……, TQ. Dist. ……...

(Hereinafter referred to as "THE Unit/Flat/Row House/Shop ALLOTTEE/Purchaser" **OF THE Other Part.)**

WHEREAS by a Deed of Declaration No. AGG-1-4671 dated 13/12/2017and executed between the Land Owner/Promoter One Part (hereinafter referred to as "THE PROMOTER/ LAND OWNER/VENDOR") to the Promoter an immovable property being use for Develop purpose being Plot No. 14 & Plot No. 18 Gut No. 219, total

Admeasuring Area 671.37 Sq.Mtrs thereabouts described in the First Schedule hereunder written (hereinafter referred to as "THE PROJECT LAND").

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter/Vendor/Original Owner is in possession of the project land,

AND WHEREAS the Promoter has proposed to construct on the project land above specify number of buildings and wings thereof:having

The Promoter/Vendor has proposed to construct new multistoried building consisting of following details:-

Total Number of Units/Buildings/Type	12 (A & B)
Residential Units/Flat/Row Houses	12 Row Houses= TOTAL 12
Number of Floors	-NA-
Name of the Building	A & B APURV RESIDENCY
Description of Plot on which the Building is Constructed	Plot No. 14 & 18

- **DETAILS AREA STATEMENT OF UNIT/FLATS/ROW HOUSES:-**

"APURV RESIDENCY"

Sector- Type-A

ROW HOUSE NO. A-01 TO A-06 (PLOT NO. 14)								
Row House Number	As per 7/12 extract Built up Area in Sq. Mtrs	0.10 Basic FSI	Total Built Up in Sq. Mtrs	Carpet Area in Sq. Mtrs	Box	Common Area	Enclosed Balcony	Terrace
A-01	80.01	1.00	46.22	42.02		16.98%		15.89
A-02	49.32	1.00	45.41	42.02		16.51%		15.89
A-03	49.32	1.00	45.41	42.02		16.51%		15.89
A-04	49.32	1.00	45.41	42.02		16.51%		15.89
A-05	49.32	1.00	45.41	42.02		16.51%		15.89
A-06	67.32	1.00	46.22	42.02		16.98%		15.89

Sector- Type-B

ROW HOUSE NO. B-01 TO B-06 (PLOT NO. 18)						
Row House Number	Floor	As per 7/12 extract Built up Area in Sq. Mtrs	Total Built Up in Sq. Mtrs	Carpet Area in Sq. Mtrs	Common Area	Terrace
B-01	Ground	59.40	25.87	23.22	7.930%	-----
B-02	G+1	49.35	46.13	42.03	14.139%	9.42
B-03	G+1	49.35	45.83	42.03	14.047%	9.25
B-04	G+1	49.35	45.83	42.03	14.047%	9.25
B-05	G+1	49.35	45.83	42.03	14.047%	9.25
B-06	G+1	70.38	44.99	40.39	13.789%	9.41

AND WHEREAS the Allottee is applied to the Promoter/Vendor for allotment to the Unit/Flat/Row House Purchaser of **Row House No.....,**Carpet Area Admeasuring **.....** Sq.Mtrs. & Built Up Area **.....** Sq.Mtrs. in the project known as **"APURV RESIDENCY"** constructed on Land Gut No. 219-Part of Karmad, Tal.& Dist. Aurangabad.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of

the Act with the Real Estate Regulatory Authority at **AURANGABAD No. P51500014665** authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Flat/Row House to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and ofsuch other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rulesand Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed rare to be constructed have been annexed hereto and marked as Annexure-'A'and'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure-D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project

land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of a**Row HouseNo. .....** on/in Building/wing No./Name **"....."** Plot No. **.....** situated in **"APURV RESIDENCY"**Gut No. 219Karmad, TQ. Dist. Aurangabad.

AND WHEREAS the carpet area of the said **Row House** is **.....** square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.;

AND WHEREAS,under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allotteehereby agrees to purchase the Flat/Row House and the garage/covered parking. The parking area of Row Houses is separately of there each row house but, common parking area of Flats.

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

1. The Promoter shall construct the said building/son the project land inaccordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Row House No……** of carpet area admeasuring **……** Sq.Mtrs. in the building/wing-**"….." "APURV RESIDENCY"** plan thereof hereto annexed and marked Annexure C-1 and C-2 for the total consideration of Rs. **……**/- (**Rs. ……)** including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extentand description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1.b The total aggregate consideration amount for the Flat/Row House No. **B-01** including garages/covered parking spaces is thus Rs.0/-.

1.c The Allottee has paid on or before execution of this Agreement of Sum of **Rs. ……/- (Rs. ……)** (Not Exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter through above:

SR.NO.	AMOUNT IN RUPPES	CHQ/D.D/RTGS NUMBER/UTR NO.	DATE	BANK

And the balance amount of **Rs. ……/- (Rupees. ……)** in the following manner.

Sr. No.	**Amount in Rupees**	**Payment Stage**
01.	**……/-**	(Not Exceeding 10% of the total consideration) to be paid to the Promoter on before the execution of Agreement.
02.	**----------/-**	(Not exceeding **30%** of the transaction price) to be paid to the Promoter on or after the execution of this Agreement
03.	**……/-**	(Not exceeding **45%** of the transaction price) to be paid to the Promoter of completion of the Plinth of the building or wing in which the said Apartment is located.

04.	**……./-**	(mot exceeding **70%** of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing oin which the said Apartment is located.
05.	**……./-**	Not exceeding **75%** of the transaction price) to be paid to the Promoter on completion of the walls, internal plaster, of the building or wing in which the said Unit/Flat/Row House is located.
06.	**……./-**	(Not exceeding **80%** of the transaction price) to be paid to the Promoter on completion of the Sanitary fittings , stair case, lift, walls, lobbies, up to the floor level of the said Apartment.
07.	**……./-**	(Not exceeding **85%** of the transaction price) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation terrace with water proofing of the building or wing in which the said Unit/Flat/Row House is located.
08.	**……./-**	(Not exceeding **95%** of the transaction price) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical, and environmental requirements, entrance lobby/s, plinth protection, paving of areas, appertain and all other requirements as may be described in the Agreement to Sale of the building or wing in which the said apartment is located.
09.	**……./-**	**(Balance Amount)**against and at the time of handing over of the possession of the Flat/Row House to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Advocate Fess, GST Document Registration Expenses, Insurance, and other, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat/Row House.

Sr. No.	**Amount in Rupees**	**Particulars**
A.	3000/-	Advocate Fess
B.	3000/-	Document Registration Expenses
C.	3000/-	Proportionate project Insurance Charges
Total Amt. 9,000/- (Rupees. Nine Thousand Only.)		

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the

competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments% perineum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all theterms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of theApartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide bythe time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottee sifter receiving the occupancy certificate or the completion certificate or

both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date inrespect of the project land is0.75Sq.Mtrs. only and Promoter hasplanned to utilize Floor Space Index of 0.90+0.20Sq.Mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 0.90+0.20Sq.Mtrs as proposed to be utilize d by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding at the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fail store citifies the breach or breaches mentioned by the Promoter within the period of notice the natty heed 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 Allottee(subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the by the

Allotee to the Promoter.

5.1. The fixtures and fittings with regard to the flooring and sanitary fittings and amenitieslike one or more lifts with particular brand, or price range (if unbranded) to beprovided by the Promoter in the said building and the Apartment as are set out inAnnexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **30/12/2019** If the Promoter fails or neglects to givepossession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest the reins repaid. 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 building in which the Apartment is to be situated is delayed on account of -

a) War, civil commotion or act of God.

b) Non-Availability of steel, other building material, water or electric supply.

c) any notice, order, rule, notification of the Government and/or other public orcompetent authority/court.

d) Delay by Government officials in giving the Occupancy Certificate.

e) In any rules, regulation, bye-laws of various statutory bodies and authority's affection the development and the project.

f) Delay in grant of any OC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/row house/road/firefighting equipment's.

7.1PROCEDURE FOR TAKING POSSESSION–

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allotteeas per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken with in3(three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees andundertakes to indemnify the Allottee in case of failure of fulfilment 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.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written noticefrom the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Row House/Flat: Upon receiving a written intimation from the Promoter as per clause 8.1, 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 in clause 8.1 such Allotteeshall continue to be liable to pay maintenance charges as applicable.

7.4 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 manner as provided under the Act.

8. 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/go down for carrying on any industry or business.(*strike of which is not applicable) He shall use the garageor parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 or Association or Limited Company 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 organisation of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lesser/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the

Vendor/Lesser/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) ofoutgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Unit the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee'sshare is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 1000/-per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
(SEE PARAGRAPH 1-D)

11. The Allottee shall pay to the Promoter a sumrupees**(SEE PARAGRAPH 1-D)**of

for meeting all legal costs,charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

Company/Federation/ Apex body.

13.REPRESENTATIONS 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 theProject;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

v. All approvals, licenses and permits 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 t o b e 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;

vi. The Promoter has the right to enter into this Agreement and has not committed oromitted 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 developmentagreement 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 undisputedgovernmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

14. 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, regulations 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, combustibleor 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, including entrances of the building in which the Apartment is situated and in case any damageiscausedtothebuildinginwhichthe 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 the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour 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, an dinparticular, 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.

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 shareof 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, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the 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 the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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-goings 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 favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit

the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by thePromoter 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as arrant, 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 Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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 Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

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 the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt bythe 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, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application 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.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof andsupersedesany 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.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:-

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. 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.

25. 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 Allottee, in after the Agreement is duly executed by the Allottee 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

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. 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.Dand notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee (Allottee's Address)	**1.** Mrs…….. **2.** Mr. ……...

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.

28. **JOINT ALLOTTEES**That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears 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.

29. **STAMP DUTY AND REGISTRATION :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. **DISPUTE RESOLUTION:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to theAuthority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder

31. **GOVERNING LAW:-**That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the AURANGABAD courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at AURANGABAD in thepresence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE

"A"-1st

All that piece and parcel of demised **Plot No. 14**, **Building/Sector Type-A"APURV RESIDENCY"** Admeasuring Area 344.61 Sq.Mtrs Plot area for development considered for Developer constructed on project land situated at Gut

No. 219, MoujeKarmad, TQ. & Dist. Aurangabad, bounded by:-

EAST	Plot No. 26 to 29
WEST	9.00 Mtrs Wide Road.
SOUTH	Plot No. 18.
NORTH	9.00 Mtrs Wide Road.

"A"-2nd

All that piece and parcel of demised **Plot No. 18**, **Building/Sector Type-B "APURV RESIDENCY"** Admeasuring Area 326.76 Sq.Mtrs Plot area for development considered for Developer constructed on project land situated at Gut No. 219, MoujeKarmad, TQ. & Dist. Aurangabad, bounded by:-

EAST	Plot No. 22 to 25.
WEST	9.00 Mtrs Wide Road
SOUTH	Gut No. 221.
NORTH	Plot No. 14

SECOND SCHEDULE

Unit/Flat/Row House No. ....., Building/wing No. **"......"** Carpet Area Admeasuring **.....** Sq.Mtrs. & Built Up Area Admeasuring **.....** Sq.Mtrs in the project known as **"APURV RESIDENCY"** constructed on **Plot No.....** Land Gut No.219, Mauje Karmad, Tq.Dist. Aurangabad. ***Boundaries as under:***

EAST	.....
WEST	.....
SOUTH	.....
NORTH	.....

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Allottee: (Including Joint Buyers)	**Signature & Thumb**
Mrs.	
Mr.	

TITLE REPORT

DESCRIPTION OF PROPERTY:-

Row House No. **.....** Building/wing No. **"......"** Carpet Area Admeasuring **.....** Sq.Mtrs. &Built Up Area Admeasuring **.....** Sq.Mtrs in the project known as **"APURV RESIDENCY"**constructed on Land Gut No.219, Mauje Karmadi, Tq.Dist. Aurangabad.

1. In view of the of 7/12 extract issued by the Talathi Sajja Karmad in respect of Plot Nos. 14 & 18 of Gut No. 219, Mouje Karmad, TQ. & Dist. Aurangabad shows the name of 1) Mr. Amol Suresh Ukarde 2) Mr. Vinay Suresh Ukardeto the extent of Plots admeasuring area herein Colum:-

PLOT NUMBER	ADMEASURING AREA IN SQURE METERS
14.	344.61

18.	326.76

In ownership said land or Plots and cultivation column vide mutation entry No. 3108.

1) That, said property bearing Plot No. 14 & 18 total 2 Plots, Total Admeasuring area 671.37 Sq. Mtr situated at Gut No. 219, Karmad, TQ &Dist,. Aurangabad, the said property is agriculture land in the year 2000-2001. And the owner of said land Mr. BaburaoAbajiUkarde total land admeasuring area 02 H 14 R in Gut No. 219 situated at Karmad, TQ & Dist. Aurangabad.

2) That, after the land owner Mr. Baburao Abaji Ukarde total land admeasuring area 02 H 14 R to the extent land admeasuring area 0.41 R to sold to Mr. Suresh Baburao Ukarde on 21/06/2002 through register Sale Deed No. AGG-3-4059 at Sub-Register office Aurangabad. & also in the year 2014 the owner Mr. Baburao Abaji Ukarde land admeasuring area 0.45 R is sold to Mr. Amol Suresh Ukarde& Mr. Vinay Suresh Ukarde through the concern Mr. Ramesh Baburao Ukarde, Mrs. Lata Visheas Kachkure, Mrs. Sharda Narayan Bagal, at Sub-Register office Aurangabad the bearing registered sale deed No. AGG-5-1936, dated 07/03/2014, at Sub-Register office Aurangabad.

3) That, after the also executed registered correction deed against registered sale deed No. AGG-5-1936 for correction boundaries of said part admeasuring area 0.45 R the said correction deed daybook No. AGG-5-2013, dated 11/03/2014, between the owner Mr. Baburao Abaji Ukarde and Mr. Amol Suresh Ukarde, Mr. Vinay Suresh Ukarde.

4) That, after the land admeasuring area 0.41 R owner Mr. Suresh Baburao Ukarde and land admeasuring area 0.45 R owners Mr. Amol Suresh Ukarde & Mr, Vinay Suresh Ukarde is registered one partnership firm on 03/03/2015, his bearing Registration No. AU000001772 under the Indian Partnership Act 1932, the partnership firm name is "UKARDE PATIL DEVELOPERS" the said firm regarding construction and developing land or housing and commercial project.

5) That, after the M/s. Ukarde Patil Devlopers, through its partners and land admeasuring area 0.41 R owner Mr. Suresh Baburao Ukarde and land admeasuring area 0.45 R owners Mr. Amol Suresh Ukarde & Mr, Vinay Suresh Ukarde is obtain Non-Agriculture permission from the Collector of Aurangabad for residential purpose or plotting purpose on 31/03/2015 the N.A. Order bearing No. 2015/MASHAKA/JAMIN-1/NP-34/MOUJE KARMAD. TQ AURANGABAD/PRA.KRA. 07. And also, the obtain layout permission from Town Planning Authority, Aurangabad, on 11/03/2015, through letter bearing No. MOUJE KARMAD/GUT NO. 219/SSO/442.

6) That, after the owner and M/s. Ukarde Patil Developers Partners is sold some Plots to persons through registered sale deed.

7) That, that after the owner Mr. Suresh Baburao Ukarde land admeasuring area 0.41 R is executed one registered GPA No. AGG-2-2575 dated 09/04/2015 and one SPA No.AGG-3-3079 dated 29/07/2015 regarding presentation power and rights before all government offices regarding documents, sale, banking and any other permission in favour of Mr. Amol Suresh Ukarde at Sub-register office Aurangabad. And his transfer his rights for sale and other work.

8) That, after the land owner Mr. Suresh Baburao Ukarde land admeasuring area 0.41 R who died on 04/04/2016. The owner Late. Mr. Suresh Baburao Ukarde of land admeasuring area 0.41 R next owner is his legal heirs 1) Smt. Anita Suresh Ukarde 2) Mr. Amol Baburao Ukarde 3) Mr. Vinay Suresh Ukarde, and also his mutated his name on revenue record through Mutation Entry No. 3111. The next owner land admeasuring area 0.41 R situated at Gut No. 219, Karmad, TQ. & Dist. Aurangabad, are 1) Smt. Anita Suresh Ukarde 2) Mr. Amol Baburao Ukarde 3) Mr. Vinay Suresh Ukarde.

9) That, after the owner Smt. Anita Suresh Ukarde is executed one registered Relinquishment Deed No. 1544 on 29/04/2017 at Sub-Register office Aurangabad, for withdrawal his name and all rights in favour of Mr. Amol Suresh Ukarde& Mr. Vinay Suresh Ukarde.

10) That, after death of Mr. Suresh Baburao Ukarde his legal heirs and his M/s. UkardePatil Developers Partners 1) Mr. Amol Suresh Ukarde 2) Mr. Vinay Suresh Ukarde is executed Reconstitution Deed Due to Death on 22/08/2017 at Aurangabad the said Deed of Reconstitution Due to Death important ground as under:-

- The firm business shall be carried on by the following working partners,
  Mr. Amol Suresh Ukarde 2) Mr. Vinay Suresh Ukarde.

- The partners shall be entitled to increase, reduce or waive above remuneration and may agree to pay remuneration to other working partner or partner or partner as the case may be:

NAME OF THE PARTNERS	**PROFIT & LOSS %**
Mr. Amol Suresh Ukarde	50.00%
Mr. Vinay Suresh Ukarde	50.00%

11) That, That, after M/s. Ukarde Patil Developers Partners 1) Mr. Amol Suresh Ukarde 2) Mr. Vinay Suresh Ukarde is decided develop said property describe in Schedule-A mention in this Deed and his obtain permission for construction with merge Plot Nos. 14 to 21 the total admeasuring area 671.37 Sq.Mtrs and the Collector of Aurangabad permitted to merging and give number of property Plot No. 14 admeasuring area 344.61 Sq.Mtrs& Plot No. 18 admeasuring area 326.76 Sq.Mtrs the total admeasuring area 671.37, the authority is permitted to the construction for total admeasuring area 671.37 on 28/11/2017 through letter/order bearing No. 2015/MASHAKA/JAMIN-1/NAP-34/MOUJE KARMAD, TQ. AURANGABAD/PRA.KRA.07.

12) That, the land owner/developer/builder considered agreed to give development rights for construction Building Type "A, & B" consisting of 13 Row Houses & the owners his executed one registered deed of declaration No. AGG-1-4671, dated 13/12/2017 at Sub-Register office Aurangabad. (hereinafter referred to as the "Demised Building") in group Housing layout known as **"APURV RESIDENCY".** That, after also executed one registered correction deed No. AGG-5-7845, dated 19/12/2017 at Sub-Register office Aurangabad, the said correction deed is full part of deed of declaration No. AGG-1-4671, dated 13/12/2017. That also after some few days the owner/builder is obtaining revised construction permission from the Collecotor of Aurangabad bearing No. 2018/MASHAKA/JAMIN-1/NAP-34/MOUJE KARMAD.TQ.AURANGABAD/PRA.KRA.323, dated 14/12/2018, and the constructed Total 6 Row Houses on Plot No. 18. The also executed one registered revised correction deed No. AGG-1-489, dated 16/01/2019 against deed of declaration No. AGG-1-4671, dated 13/12/2017 and correction deed No. AGG-5-7845, dated 19/12/2017,

13) That, the owner/developer/builder M/s. UkardePatil Developers Partners 1) Mr. Amol Suresh Ukarde 2) Mr. Vinay Suresh Ukarde as per the Final Layout & Building Permission and Architecture design there are decided totally 12 Row Houses, there proposed to be constructed i.e. Plot No. 14, Type-"A", A-01 to A-06 Row Houses and on Plot No. 18, Type-"B", B-01 to B-06 Row Houses.

14) That, after the owner/developer M/s. UkardePatil Developers is start before construction the said project "APURV RESIDENCY" is registered under Maharashtra Real Estate Regulatory Authortiy on 20/12/2017, the project Registration No. P51500014665. And the owner/possessor/builder/developer of said Row House is M/s. UkardePatil Developers Partners 1) Mr. Amol Suresh Ukarde 2) Mr. Vinay Suresh Ukarde

HENCE THIS TITLE REPORT.

(ADV. RAKESH DEVIDAS KULKARNI)
ADVOCATE.

ANNEXURE-'B'

1. Copy of Registered Sale Deed No. AGG-3-4059, dated 21/06/2002.
2. Copy of Registered Sale Deed No. AGG-5-1936, dated 07/03/2014.
3. Copy of Registered Correction Deed No. AGG-5-2013, dated 11/03/2014; against Sale Deed No. AGG-5-1936.
4. Copy of Partnership Certificate, dated 03/03/2015.
5. Copy of Sanction Layout Permission from Town Planning Authority, dated 11/03/2015.
6. Copy of N.A Order, dated 31/03/2015.
7. Copy of Registered GPA No. AGG-2-2575, dated 09/04/2015.
8. Copy of Registered SPA No. AGG-3-3079, dated 29/07/2015.
9. Copy of Registered Relinquishment Deed No. AGG-1-1544, dated 29/04/2017.
10. Copy of 7/12 Extract, dated 06/12/2017.

11. Copy of Registered GPA No. AGG-1-2527, dated 01/07/2017.
12. Copy of Reconstitution Deed Due to Death, dated 22/08/2017.
13. Copy of Combine/Marge Letter of Plot Nos. 14 to 21, dated 13/10/2017.
14. Copy of Construction Permission, dated 28/11/2017.
15. Copy of Approved Construction Map from Town Planning Authority.
16. Copy of Registered Deed of Declaration No. AGG-1-4671, dated 13/12/2017.
17. Copy of Registered Correction Deed No. AGG-5-7845, dated 19/12/2017; against Deed of Declaration No. AGG-1-4671.
18. Copy of RERA (Maharashtra Real Estate Regulatory Authority) Certificate, dated 20/12/2017.
19. Copy of Registered Revised Correction deed No. AGG-1-489, dated 16/01/2019.

ANNEXURE-'C-1'&'C-2'

Sr. No.	DESCRIPTION OF THE PROPERTY DOCUMENTS GIVEN BY THE PROMOTER/VENDOR TO THE UNIT/FLAT/ROW HOUSE PURCHSER
01.	7/12 Extract of Plot No. 14 & 18 Situated at Gut No. 219-Part of MaujeKarmad, Tal. & Dist. Aurangabad.
02.	Registered Sale Deed No. AGG-3-4049, dated 21/06/2002 Executed BY Mr. BaburaiAbajiUkarde in favor of Mr. Suresh BaburaoUkarde in respect of land at Gut No. 219-Part, admeasuring area 41R ,MaujeKarmad, Tal. & Dist. Aurangabad.
03.	Registered Sale Deed No. AGG-5-1936, dated 07/03/2014 Executed BY Mr. BaburaiAbajiUkarde in favor of Mr. Amol Suresh Ukarde& Mr. Vinay Suresh Ukarde in respect of land at Gut No. 219-Part, admeasuring area 45R ,MaujeKarmad, Tal. & Dist. Aurangabad.
04.	Registered Correction Deed No. AGG-5-2013, dated 11/03/2014Executed BY Mr. BaburaiAbajiUkarde in favor of Mr. Amol Suresh Ukarde& Mr. Vinay Suresh Ukarde in respect of land at Gut No. 219-Part, admeasuring area 45R ,MaujeKarmad, Tal. & Dist. Aurangabad.
05.	Registered Partnership Certificate No. AU000001772 under the Indian Partnership Act 1932, "UKARDE PATIL DEVELOPERS", dated 03/03/2015.
06.	Layout Permission Letterbearing No. MOUJE KARMAD/GUT NO. 219/SSO/442 from Town Planning Authority Aurangabad on 11/03/2015.
07.	Non-Agriculture permission from the Collector of Aurangabad foron 31/03/2015 the N.A. Order bearing No. 2015/MASHAKA/JAMIN-1/NP-34/MOUJE KARMAD. TQ AURANGABAD/PRA.KRA. 07.
08.	Registered GPA No. AGG-2-2575 dated 09/04/2015 executed by Mr. Vinay Suresh Ukarde in favour of Mr. Amol Suresh Ukarde in respect of land or Plots at Gut No. 219-Part, Karmad, TQ. & Dist. Aurangabad.
09.	Registered SPA No.AGG-3-3079 dated 29/07/2015 executed by Mr. Vinay Suresh Ukarde in favour of Mr. Amol Suresh Ukarde in respect of land or Plots at Gut No. 219-Part, Karmad, TQ. & Dist. Aurangaba
10.	Registered Relinquishment Deed No. 1544.dated 29/04/2017exeuted by Smt. Anita Suresh Ukarde in favour of Mr. Vinay Suresh Ukarde Mr. Amol Suresh Ukarde.
11.	Registered GPA No. AGG-1-2527, dated 01/07/2017 executed by Mr. Vinay Suresh Ukarde in favour of Mr. Amol Suresh Ukarde.
12.	Reconstitution Deed Due to Death, dated 22/08/2017 executed between Mr. Vinay Suresh Ukarde in favour of Mr. Amol Suresh Ukarde.
13.	Combine/Marge Letter of Plot Nos. 14 to 21, dated 13/10/2017, issued from Town Planning Authority Aurangabad.
14.	Construction Permission Letter, dated 28/11/2017, issued from Collector Aurangabad.
15.	Registered Deed of Declaration No. AGG-1-4671, dated 13/12/2017executed by and between Mr. Amol Suresh Ukarde Mr. Vinay Suresh Ukarde.
16.	Registered Correction Deed No. AGG-5-7845, dated 19/12/2017; against Deed of Declaration No. AGG-1-4671, executed by and between Mr. Amol Suresh Ukarde Mr. Vinay Suresh Ukarde,
17.	Copy of Construction Map By Architect.
18.	RERA Registration Certificate No. P51500014665, dated 20/12/2017.
19.	Copy of registered revised correction deed No. AGG-1-489, dated 16/01/2019.
The photocopy of above referred Project Documents from Sr.No. 1 to 19 is handed over by the Promoter/Vendor to the Allottee/Purchaser & has acknowledged the same.	

ANNEXURE-'D'

- ***Specification of the Building will be as under:-***

Structure:-	RCC structure Framed Structure
Walls:-	6"thick External walls & 4" thick Internal walls of the building pertaining to Row Houses.

Plaster:-	External wall in sand faced plaster & Internal plaster wall with sanla finish.
Flooring:-	All Rooms in Ceramic Tiles.
Bathroom:-	Glazed tile dado up to lintel level for bath & 4' height for W.C with premium quality fittings.
Kitchen:-	Granite Top with stainless steel sink & glazed tile dado up to 3' height.
Door:-	Decorative main Door with Teak wood Frame and good quality internal flush doors with concrete frame.
Windows:-	Powder coated aluminium sliding windows with safety grills.
Electrification:-	Casing capping fitting with modular switches.
Painting	Internal walls O.B.D & Apex paint for External walls..

ANNEXURE-'E'

COMMON FACILITIES: -

1. RCC structure of the building pertaining to Flatted building/Row Houses.
2. Common parking area as shown in approved construction plan for Flats.
3. Common staircase of Flats.
4. Top terrace of flatted building is common terrace for the Flat owners.
5. Underground water tank and electric motor installed thereon for flats.
6. Overhead tank and boring with electric motor thereon for flats.
7. Plumbing network through out the flatted building.
8. Electric wiring network through out the flatted building.
9. Electric meter through which the electricity is supplied to the electric motors installed on the under ground water tank bore well and also of the light fixed in common areas and facilities.

ANNEXURE-'F'

- Copy of Registration Certificate No. **P51500014665** of the Project granted by the Real Estate Regulatory Authority. Received of and from the Allottee above named the sum ofRs. 50,885/- (Rupees.Fifty Thousand Eight Hundered Eighty-Five Only) on execution of this agreement towards Earnest Money Deposit or application fee.

Sd/-

I say received. The Promoter/s.

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Promoter/Vendor/s.	**Signature & Thumb**	**Photo**
M/s. Ukarde Patil Developers, A Partnership Firm, Through its Partners, **1.Mr. Amol Suresh Ukarde** **2. Mr. Vinay Suresh Ukarde**		

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Allottee/Purchaser's	**Signature & Thumb**	**Photo**
Mrs.		
Mr.		

WITNESS	**SIGNATURE**	**PHOTO**
NAME:_____ AGE:_____OCCU:_____ R/o: _____ _____		
NAME:_____ AGE:_____OCCU:_____ R/o: _____ _____		