

AGREEMENT TO SALE

This Agreement to Sale is made and executed on this ____ day of January 2017
at Aurangabad by & between :

BETWEEN

M/s. Harsiddhi Builders

(PAN No.AAKFH5552J)

a partnership firm having its office at Plot No.2, Ghrushneshwar Plaza, Honaji Nagar, Jatwada Road, Harsul, Aurangabad through its partners :

1. Shri. Ganesh s/o. Anna Malkar,

Age : 35 years, Occupation : Busniess,
R/o. Plot No.45, Radhaswami Colony,
Jatwada Road, Harsul, Aurangabad – 431 008.
(PAN NO.AJHMP5114F)

2. Shri. Ganesh s/o. Pandurang Kolte

Age : 36 years, Occupation : Agri & Business,
R/o. Plot No.6, S.No.180/1B, Aditya Nagar,
Mayur Park, Harsul, Tq. & Dist. Aurangabad.
(PAN NO.AMDPK4835A)

Hereinafter called as the "**PROMOTER**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and administrators)

.....of the First Part

AND

(1) Mr. / Mrs. _____
(PAN / AADHAR NO. _____)
Age :- _____ Years, Occupation :- _____, PAN
NO.:- _____

(2) Mr. / Mrs. _____
(PAN / AADHAR NO. _____)
Age :- _____ Years, Occupation :- _____, PAN
NO.:- _____

Residing at _____

Hereinafter collectively referred to as "**ALLOTTEE/S**" and individually referred to as "First, Second, Third, Fourth Allottee" respectively (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators and assigns)

.....of the Second Part

WHEREAS land totally admeasuring 2 Hectare 91 R gunthas situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, within the limits of Aurangabad Municipal Corporation, Aurangabad was owned and possessed by Shri. Punjaji Eknath Autade since year prior to 2001 as per certified copy of 7/12 extract for the year 1990 to 2015 perused by me.

AND WHEREAS Stamped Partition Deed dated 17.07.2001 has been executed by Shri. Punjaji Eknath Autade in favour of (1) Shri. Shridhar Punjaji Autade to the extent of 1 Hectare 45½ R and (2) Shri. Manohar Punjaji Autade to the extent of 1 Hectare 45½ R in respect of land situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, within the limits of Aurangabad Municipal Corporation, Aurangabad.

AND WHEREAS mutation entry No.4124 dated 24.10.2001 approved by the competent authority on 17.11.2001 has been taken in record of rights by the Talathi of Sajja Harsul in favour of (1) Shri. Shridhar Punjaji Autade to the extent of 1 Hectare 45½ R and (2) Shri. Manohar Punjaji Autade to the extent of 1 Hectare 45½ R in respect of land situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, within the limits of Aurangabad Municipal Corporation, Aurangabad, taken on the basis of Stamped Partition Deed dated 17.07.2001 executed by Shri. Punjaji Eknath Autade in their favour.

AND WHEREAS Shri. Manohar Punjaji Autade effected family partition of land and gave land admeasuring 08 R to his daughter Sow. Chhaya w/o. Sanjay Lembhe (Chhaya d/o. Manohar Autade) with the consent of his sons Shri. Ravindra Manohar Autade and Deepak Manohar Autade. Accordingly, the name of Sow. Chhaya w/o. Sanjay Lembhe has been mutated in record of rights vide mutation entry No.20544.

AND WHEREAS a Admission cum Continuation Deed of M/s. Harsiddhi Builders dated 16.08.2017 has been executed by and between (1) Shri. Dattavijay s/o. Ramling Gulve, (2) Shri Vinay s/o. Vasant Somani, (3) Shri. Gopal s/o. Jugalkishor Jaju, (4) Shri. Jagannath s/o. Hiralal Rathod, (5) Shri. Ganesh s/o. Anna Malkar, (6) Shri. Kashinath s/o. Santram Bakle, (7) Shri. Ganesh s/o. Pandurang Kolte in respect of Partnership Firm M/s. Harsiddhi Builders.

AND WHEREAS registered Sale Deed No.AGG-6-3587 dated 23.08.2017 has been executed by (1) Shri. Manohar Punjaji Autade and (2) Sow. Chhaya Punjaji Autade in favour of M/s. Harsiddhi Builders, Aurangabad through its Partners (1) Shri. Dattavijay s/o. Ramling Gulve, (2) Shri Vinay s/o. Vasant Somani, (3) Shri. Gopal s/o. Jugalkishor Jaju, (4) Shri. Jagannath s/o. Hiralal Rathod, (5) Shri. Ganesh s/o. Anna Malkar, (6) Shri. Kashinath s/o. Santram Bakle, (7) Shri. Ganesh s/o. Pandurang Kolte, in respect of land admeasuring 16 R or 1600.00 sq.mtrs., situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, within the limits of Aurangabad Municipal Corporation, Aurangabad. The sale deed has been signed by (1) Sow. Chhaya Sanjay Lembhe, (2) Shri. Ravindra Manohar Autade and (3) Shri. Deepak Manohar Autade as "Consenting Party".

AND WHEREAS mutation entry No.23722 dated 22/09/2017 has been taken in record of rights by the talathi of sajja Harsul in favour of M/s. Harsiddhi Builders, Aurangabad through its Partners (1) Shri. Dattavijay s/o. Ramling Gulve, (2) Shri Vinay s/o. Vasant Somani, (3) Shri. Gopal s/o. Jugalkishor Jaju, (4) Shri. Jagannath s/o. Hiralal Rathod, (5) Shri. Ganesh s/o. Anna Malkar, (6) Shri. Kashinath s/o. Santram Bakle, (7) Shri. Ganesh s/o. Pandurang Kolte, in respect of land admeasuring 16 R or 1600.00 sq.mtrs., situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, taken on the basis of registered Sale Deed No.AGG-6-3587 dated 23.08.2017.

AND WHEREAS Construction Permission No.821/2017-18 in file No.781/17/2017-18 dated 21.11.2017 has been issued by the Aurangabad Municipal Corporation in favour of M/s. Harsiddhi Builders, Aurangabad through its Partners (1) Shri. Dattavijay s/o. Ramling Gulve, (2) Shri Vinay s/o. Vasant Somani, (3) Shri. Gopal s/o. Jugalkishor Jaju, (4) Shri. Jagannath s/o. Hiralal Rathod, (5) Shri. Ganesh s/o. Anna Malkar, (6) Shri. Kashinath s/o. Santram Bakle, (7) Shri. Ganesh s/o. Pandurang Kolte, in respect of land admeasuring 16 R or 1600.00 sq.mtrs., situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad. The copy/ies of the Commencement Certificate/s is/are annexed herewith and marked as **ANNEXURE- A.**

AND WHEREAS while sanctioning the said plans, the AMC / Planning Authority and/or Government imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and the construction of the said Building and upon due observance and performance of which only the Completion and Occupation certificates in respect of the said Project shall be granted by the Planning Authority.

AND WHEREAS N.A.Order No.JA.KRA. 2017/JAMA-2/PARI.B./C.R.-86 dated 14.12.2017 u/s.42-A of the MLR Code, 1966 has been issued by the Additional Tehsildar, Aurangabad in favour of M/s. Harsiddhi Builders, Aurangabad through its Partners, in respect of land admeasuring 1600.00 sq.mtrs., situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad. The copy of the N.A.Order is annexed herewith and marked as **ANNEXURE- B.**

AND WHEREAS 7/12 extract dated 22.09.2017 has been issued by the Talathi of sajja Harsul in respect of land at Gat No.210/3, village Harsul, Taluka and District Aurangabad showing the name of M/s. Harsiddhi Builders, Aurangabad through its Partners (1) Shri. Dattavijay s/o. Ramling Gulve, (2) Shri Vinay s/o. Vasant Somani, (3) Shri. Gopal s/o. Jugalkishor Jaju, (4) Shri. Jagannath s/o. Hiralal Rathod, (5) Shri. Ganesh s/o. Anna Malkar, (6) Shri. Kashinath s/o. Santram Bakle, (7) Shri. Ganesh s/o. Pandurang Kolte in ownership column to the extent of 16 R or 1600.00 sq.mtrs. The copy of the 7/12 extract is annexed herewith and marked as **ANNEXURE- C.**

AND WHEREAS by virtue of the said registered Sale Deed the Promoter is entitled to develop the said land admeasuring 16 R or 1600.00 sq.mtrs., situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, within the limits of Aurangabad Municipal Corporation, Aurangabad by constructing building/s comprising of Row Houses therein; and the Promoter alone has the sole and exclusive right to sell the Row Houses in the building/s to allottees; to enter into agreements with the allottees of the Row Houses and to receive the sale price in respect thereof.

AND WHEREAS the said land admeasuring 16 R or 1600.00 sq.mtrs., situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, within the limits of Aurangabad Municipal Corporation, Aurangabad more particularly described in the **SCHEDULE-I**, written hereunder shall be referred to as the **"said Property / Project Land"**.

AND WHEREAS the Promoter has commenced development and construction of residential Row Houses on the said Project Land under project named as "MORYA PARK PHASE-II", hereinafter referred to as the said "PROJECT". The said Project shall be comprised of condominium of building consists of 22 Row Houses having total building area (i.e. built up area) of 1584.00 sq.mtrs., which also includes general and/or restricted common areas and facilities in the building, hereinafter referred to as the said "BUILDING".

AND WHEREAS the Promoter has entered into standard agreement with Shri. L.J.Dahibhate, Aurangabad an architect registered with the council of architects bearing registration No.CA/10/48966 and such agreement is as per the agreement prescribed by the council of architects and the Promoter also appointed structural engineers for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Building.

AND WHEREAS the Promoter has at the time of allotment and prior to the execution hereof, as demanded by the Allottee/s given inspection to the Allottee/s of all documents of title relating to the said Project Land and the plans, designs and specifications prepared by the Promoter's Architect; copies of documents inter alia such as all sanctions, permissions, licenses, clearances etc. issued in favour of the Promoter by various local/ government/ semi government bodies; right of the Promoter to develop the said Project Land; and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (said "ACT") and the Allottee/s has satisfied himself about the plans, designs and specifications of said Row House, title of the Promoter/Owner to the said Project Land /Larger Property /Property, and Promoter's rights to develop the said Project Land including and to allot and sell the said Row House.

AND WHEREAS Title Report (showing the title flow and encumbrances if any, to or upon the said Project Land) in respect of the said Project Land issued by Advocate Shri. Bhimrao A. Rathod, Aurangabad, who is competent to issue the same has been annexed herewith, as **ANNEXURE - D**. Title Report has been handed over separately to the Allottee/s herein and the same shall be read with this Agreement.

AND WHEREAS the Allottee/s knowing well the above facts and having satisfied with the present and proposed sanction plan, floor plan, specifications, design, areas, location of the project, amenities, common area, title documents, sanctions, applied for allotment of a residential Row House bearing No. _____ of _____ type, admeasuring _____ Sq.Mtrs. Carpet area, and admeasuring _____ sq.mtrs., built up area and together with the _____ covered parking space/s in **MORYA PARK PHASE-II** Project to be constructed / being constructed / constructed on the said Project Land, the Row House is more particularly described in the **SCHEDULE-II** written hereunder and delineated in red in the floor plan which is also part of the said **SCHEDULE-II**, with general specifications more particularly described in the **ANNEXURE-E** written hereunder, which Row House is hereinafter referred to as the said "**ROW HOUSE**".

AND WHEREAS for the sake of convenience of registration, smaller image of the relevant Floor Plan of building sanctioned by the Planning Authority and certified by the Architect is annexed as **ANNEXURE – F** and a certified copy of sanctioned plan is separately provided to the Allottee/s. The Promoter has agreed to provide common areas and amenities/facilities for common use of the residents of the said Building and the same shall be as described in the **ANNEXURE-G** enclosed hereto. Further the common areas, amenities/facilities and rights of ways etc. common for said Project are enlisted in **ANNEXURE-G**.

Relying upon the said application the Promoter agreed to allot to the Allottee/s herein the said Row House at the price and on the terms and condition hereinafter appearing, and the Promoter issued to the Allottee/s an "Allotment Letter" dated _____ to that effect.

AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs _____/-(Rupees _____ only), not exceeding 10% of the total consideration, as advance payment in compliance with clause 13(1) of the said Act), being part payment of the sale price/consideration of the Row House agreed to be sold by the Promoter to the Allottee/s as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Promoter does hereby admit and acknowledge) and the Allottee/s agreed to pay to the Promoter the balance of the sale price/consideration as per **SCHEDULE-III**.

AND WHEREAS the Allottee/s having satisfied with the specification of the said Row House; and with the above said title documents and sanctions inspected by him, agreed to purchase the said Row House from the Promoter and the Promoter agreed to allot the same to the Allottee/s for and at the price hereinafter mentioned.

AND WHEREAS the Promoter has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No. _____ the authenticated copy of the same is annexed hereto and marked as **ANNEXURE-H.**

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

AND WHEREAS 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 Allottee/s hereby agrees to purchase the said Row House and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under:

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

- 1) The Promoter shall construct the said Buildings consisting of _____ wings, each wing consisting of _____ floors on the said Project Land in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time.
- 2) The Promoter does hereby agree to sell, transfer and otherwise convey in the manner hereinafter mentioned, the said Row House bearing Row House bearing No. _____ of _____ type, admeasuring _____ Sq.Mtrs. Carpet area, and admeasuring _____ sq.mtrs., built up area and together with the _____ covered parking space/s of said Building of '**MORYA PARK PHASE-II**' project to be constructed / being constructed / constructed on the said Project Land unto and in favour of the Allottee/s herein, subject to the terms and conditions hereof and the Allottee/s does hereby agrees to purchase the same from the Promoter for and at the consideration of Rs. _____/- (Rupees _____), including the proportionate price of the common areas and facilities appurtenant to the Premises.

- 3) The above said total consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST (Goods and Services Tax) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Row House and the above said total consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s 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. The Promoter may charge the Allottee/s separately for any up-gradation / changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.
- 4) In consideration thereof the Allottee/s paid and/or agreed to pay the above said total consideration for the purchase of the said Row House to the Promoter and the Promoter agreed to accept the same from the Allottee/s as per Payment Schedule as **SCHEDULE-III**.
- 5) Subject to the terms of this Agreement and the Promoter abiding by the construction mile stones, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand draft only or online payment (as applicable) in favour of _____ . The Promoter herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said Annexure-K shall intimate the amount payable in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from the date of such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the total consideration along with the service tax, VAT, GST and such other applicable taxes.
- 6) The Promoter may allow, in its sole discretion, **a rebate of 3%** for early payments of equal installments payable by the Allottee/s. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

- 7) The Promoter shall confirm the final carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area that has been allotted to the Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area, subject to a variation cap of three percent. The total price payable for the said Row House shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area, within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area allotted to Allottee, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause no.2 of this Agreement.
- 8) The Allottee/s 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 9) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/Row House, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Row House.
- 10) Without prejudice to the right of Promoter to charge interest in terms of above mentioned clause, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment of installments, 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/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, 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/s 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 the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs.50,000/- (Rupees fifty thousand only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoter to the Allottee/s till the date of such termination and the Promoter herein shall be entitled to deal with the said Row House with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part or on the part of the Promoter, desire to terminate this agreement/ transaction in respect of the said Row House then, the Allottee/s herein shall issue a prior written notice to the Promoter informing the intention of the Allottee/s to terminate this Agreement and on such receipt of notice the Promoter herein shall be entitled to deal with the said Row House with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee/s shall be entitled to receive the refund of the amount till then paid by the Allottee/s to the Promoter without any interest thereon within a period of six months, by deducting; (i) an amount of Rs.50,000/- (Rupees fifty thousand only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT charged by the Promoter to the Allottee/s till the date of such termination.

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

- 11) The Promoter shall have first and permanent lien and charge upon the said Row House and the right, title and interest of the Allottee/s therein for all moneys due and payable by the Allottee/s to the Promoter under this agreement.
- 12) The Promoter shall construct on the said Project Land the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/s prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Promoter in their absolute authority may consider expedient. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Row House of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
- 13) The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Promoter shall, before handing over possession of the said Row House to the Allottee/s obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Row House. The terms, conditions, stipulations and restrictions imposed by the concerned authorities (including environment) at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/s herein and all Allottees of the Row Houses of the said Project and as far as they are applicable to them.
- 14) The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

- a. The Promoter agrees and understands that timely delivery of possession of the Row House is the essence of this Agreement. Subject to receipt of total consideration and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Row House, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Row House on or before Thirty First March Two Thousand Nineteen. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the Row House on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further if the completion of building in which the Row House is to be situated is delayed on account of –
- (i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("**Force Majeure**").
 - (ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project /building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.
- b. If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Row House, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days' from that date. After any refund of the money paid to the Allottee/s, Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

- f. Upon receiving a written intimation from the Promoter as stated hereinabove, the Allottee/s shall take possession of the said Row House from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Row House to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession of said Row House within the time provided hereinabove, such Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Row House and the Promoter shall not be liable for the maintenance, wear and tear of the said Row House.

- g. After obtaining the occupancy certificate and handing over physical possession of the said Row House to the Allottee/s, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association

of the Allottee/s or the competent authority, as the case may be, as per the local laws. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the said Row House; (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Row House, with the interest as specified in the Rules of the said Act, within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as specified in the Rules of the said Act, on all amounts paid by the Allottee/s, for every month of delay, till handing over of the possession of the said Row House.

- 15) Time is an essence of this Agreement for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Row House to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove ("Payment Schedule " above for brevity).
- 16) If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Row House or within 15 days from the date of intimation by the Promoter to take the possession of the said Row House whichever is earlier, brings to the notice of the Promoter any structural defect in the Row House or the building in which the Row House is situated or any defects on account of workmanship, quality or provision of services, 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. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Row House / phase / wing and in specific the structure of the said Row House / Wing / Phase of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of

such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean or include defect/s caused by normal wear and tear and by negligent use of Row House by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his Row House in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Row House are regularly filled with white cement / epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Row House / Building / Phase / Wing, and if the annual maintenance contracts are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Row Houses and the common project amenities wherever applicable.

That the allottee has been made aware and the allottee expressly agrees that the normal/natural wear and tear of the Row House / Building / includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Row House and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s 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 Row House, building or any part thereof to view and examine the state and condition thereof.

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

17) The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter has clear and marketable title with respect to the said Property ; as declared in the title certificate /report annexed to this agreement and the Promoter has the requisite rights to carry out development upon the said Property /Project Land and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- ii. The 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 said Property or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas;
- vi. The 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/s created herein, may prejudicially be affected;

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Row House which will, in any manner, affect the rights of Allottee/s under this Agreement; other than the encumbrances mentioned in Title Report.
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Row House to the Allottee/s 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;
 - 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 said Property and/or the Project except those disclosed in the title report.
- 18) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Row House may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Row House at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Row House is taken and shall not do or suffer to be done anything in or to the building in which the Row House 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 Row House is situated and the Row House itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Row House 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 Row House 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 Row House is situated, including entrances of the building in which the Row House is situated and in case any damage is caused to the building in which the Row House is situated or the Row House on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Row House and maintain the Row House in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Row House is situated or the Row House 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/s committing any act in contravention of the above provision, the Allottee/s 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 Row House 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 Row House or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Row House is situated and shall keep the portion, sewers, drains and pipes in the Row House 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 Row House 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 Row House without the prior written permission of the Promoter.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the Row House 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 Row House in the compound or any portion of the said Property / Project Land and the building in which the Row House 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 Row House 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 Row House by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Row House until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- x. The Allottee/s shall not be entitled to claim possession of the said Row House until the Completion of construction in all respects and the Allottees has paid all dues payable under this Agreement in respect of the said Row House to the Promoter and has paid the necessary maintenance amount/deposits, service tax, vat and other taxes payable under this Agreement.
- xii. Till a conveyance of the structure of the building and common facilities of the said project, in which Row House is situated, is executed in favour of society/Limited Company the Allottee/s 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.
- xiii. That the Allottee/s shall indemnify and keep indemnifying the Promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.
- xiv. That any nominated surveyor / architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Promoter and the Allottee/s and the same shall be paid by the Allottee/s as agreed mutually.

- xv. That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighboring or the remaining buildings /common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoter in this regards.
- xvi. That the parking spaces sold to the Allottee/s shall be used only for the purposes of parking. This has been clearly made aware to the Allottee/s and same has been agreed by the Allottee/s to follow.

21) The Allottee/s shall observe and perform all rules and regulations

of the society/Limited company that may be made from time to time for protection and maintenance of the said Building and the Row Houses therein and for the observance and performances 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/s shall pay and contribute regularly and punctually towards the common taxes, expenses or other outgoings in accordance with the terms of the Agreement.

22) The Allottee/s hereby agrees to pay the Promoter regularly every month on or before the tenth day of every month beginning from the month following the month in which the Promoter offers to give possession of the said Row House to Allottee/s or in lump sum as may be decided by the Promoter, until the Promoter hands over possession of common amenities/facilities to the society/Limited company, towards (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said Property /Project Land and the said Building standing thereon to Planning Authority and/or any other concern Authority, (ii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building standing on the said Property /Project Land and the common lights, common sanitary and other utility services, garden and other services and amenities on the said Property /Project Land and in the said Building including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Allottee/s shall not withhold any payment of the amounts demanded by the Promoter under this clause on any ground whatsoever. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying monthly contribution amount to Promoter herein as the case may be.

- 23) The Allottee/s has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/s shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Promoter, the Allottee/s has agreed to purchase the said Row House from the Promoter.
- 24) It is the sole responsibility of the Allottee to obtain water connection from the Aurangabad Municipal Corporation as and when the main water supply pipeline will be laid by the local authority for the housing project. The promoter is not responsible for obtaining the water supply connection. The builder will complete internal plumbing/ pipeline in all respects and keep it ready for connecting the same to the supply line of the Aurangabad Municipal Corporation. The Allottee categorically agrees that, he will make his own arrangements till water connection is available from Aurangabad Municipal Corporation. The promoter has dug a bore-well for supply of water to the allottee/s. However, Allottee agrees that, if the bore-well goes dry or the water therefrom is insufficient, he shall make own arrangements for water at his cost and expenses. The Promoter shall not be in any way responsible for non-supply or inadequate supply of water to the Project.
- 26) The Allottee/s shall not use or permit to be used the said Row House or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building/s or at any time thereafter.
- 27) The Allottee/s shall not let, sublet, transfer, assign or part with the possession of the said Row House or any part thereof nor shall the Allottee/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Row House or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/s in any manner whatsoever until entire consideration and all dues, taxes, VAT, service tax etc. payable by the Allottee/s under this agreement are paid in full and only if the Allottee/s has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter to whom the said Property /Project Land and the said Building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.
- 28) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Row House 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/s who has/have taken or agreed to take such Row House.

- 29) If the Allottee/s is purchasing the said Row House from the Promoter for investment purpose, then the Allottee/s shall be entitled to sell the said Row House even during the construction stage to any person of own choice. The Promoter shall issue in his favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays entire consideration amount to the Promoter before so selling the said Row House, and ii) the subsequent Allottee of the said Row House absolutely consents to abide by all terms and condition of this Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers / assigns the said Row House in favour of the subsequent Allottee within stipulated period laid down by relevant law/s time being in force the Allottee/s / subsequent Allottee will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.
- 30) The Allottee/s prior to the execution hereof has/have perused (a) all the documents under which the Promoter acquired the ownership rights in respect of the said Property (b) all documents under which the Promoter acquired development rights over the said Property and to sell the Row Houses constructed by the Promoter in the course of such development of the said Property and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Property and are satisfied with the legality and adequacy of the same.
- 31) The Promoter hereby declares that as per the prevailing Development Control Regulation the total proposed FSI / TDR in respect of the said project is 1.00. It is declared that, at present the FSI / TDR of 1.00 is sanctioned by the local authority on the said Project Land and the Promoter is entitled to use / utilize balance FSI/TDR or increased FSI/TDR that may be available on the said property, no separate permission of the Allottee/s is required for the same.
- 32) If the Promoter plans to develop the balance land and/or property/ies adjacent to the said Property in future and sell for consideration the Row Houses of the project of the balance land and/or adjacent property/ies, the Promoter shall have right to utilize the amenities *inter alia* like, water, water lines, water tanks, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank / gas lines / reticulated gas supply system etc. of the said Project for the proposed construction on the balance land and/or adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter for usage of the said amenities for construction on the balance land and/or adjacent property/ies and complete the construction of the adjacent Project/s.
- 33) The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Row House shall be as under:
- a. The said Project shall be known and called as

"MORYA PARK PHASE-II".

- b. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and The Maharashtra Co-operative Societies Act, 1960.
- c. The Allottee/s shall become member of the society/Limited company and shall co-operate the Promoter in that regard in all respect.
- d. The Allottee/s shall observe rules and regulations of the the society/Limited company. The Allottee/s either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf.
- e. The amenities/facilities, common areas and rights of ways etc. as enlisted in **ANNEXURE-G** shall be enjoyed by all the Allottees of said Project along with owners of other Row Houses in the said project jointly, unless the Promoter has provided otherwise. After completion of the said Project the common areas and amenities/ facilities as enlisted in the **ANNEXURE-G** shall be handed over by the Promoter to the society/Limited company and the the society/Limited company shall be responsible to maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the society/Limited company or respective Row House Allottees.
- f. Promoter shall (subject to his right to dispose of the remaining Row Houses, if any of the said Project) execute the conveyance of the structure of said Building or wing of that said Building alongwith common areas and amenities/ facilities as enlisted in the **ANNEXURE-G** in favour of society/Limited company, as per the prevailing policy within a period of one year after obtaining last Occupation certificate. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the society/Limited company or respective Row House Allottees of said Project. However, in case the society/Limited company/Allottees of the said Project fail to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the society/Limited company/Allottees authorises the Promoter to withhold registration of conveyance deed in the favour of society/Limited company till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the society/Limited company /Allottees.

- g. Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/s either to the Promoter or to any other agencies or authorities are actually paid by the Allottee/s.
- 34) The Allottee/s hereby expressly acknowledge and admit that some of the Row Houses in the said Project may not be sold at the time even after completion of construction or issuance of completion /occupation certificate by Planning Authority in which case the Promoter shall have the privilege and right to sell /allot such Row Houses to any person/s as per its discretion any time in future. The Allottee/s shall always extend requisite co-operation to the Promoter for giving membership of the society/Limited company to such a new Allottee/s and such membership will be given by accepting the membership fee, admission fee and share money as decided by the society/Limited company. Since the Promoter is holding those unsold Row Houses with the intention to sell out the same to intending Allottees, the Promoter shall not be liable to pay any maintenance charges of unsold Row Houses to the society/Limited company and it is only the new Allottees of the unsold Row Houses who shall be liable to pay the maintenance charges after purchase of their respective Row Houses. The Allottee/s has/have agreed to such an arrangement and he/she/ they shall scrupulously follow the same forever.
- 35) 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) of outgoings 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. Until 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 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. In case actual expense exceeds the estimate the Promoter shall be entitled to demand additional amount towards such short fall. The Allottee also categorically agrees that, he is

liable to pay proportionate amount of common maintenance charges to the society/company of the Row House Owners in the project that may be formed.

- 38) The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Promoter or to the society/Limited company. The Allottee/s shall not be entitled to any interest on sums so paid.
- 39) On conveyance /assignment as envisaged hereinabove, the above collected amounts shall be paid by the Promoter to the society/Limited company.
- 41) It is explicitly and irrevocably agreed, by the Allottee/s that this purchase by the Allottee/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/s on receipt of intimation thereof with required evidencing documents, by the Joint Allottee, the name of such deceased Allottee/s shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/s and to exclusion of any other heirs of such deceased Allottee/s. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Row House then it is the sole responsibility of the remaining Co-Allottees to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottees. The Promoter is not responsible in any manner whatsoever for cost & consequence.
- 42) Any delay tolerated, indulgence shown by the Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/s by the Promoter shall not be considered or construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- 43) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Row House or of the said Property and Building/s or any part thereof. The Allottee/s shall have no claim save and except in respect of the Row House 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 conveyance is made in favour of the society/Limited company, as envisaged hereinbefore.
- 44) The Allottee/s shall not any time demand partition of his/her/their interest in the said Row House and/or in the said Property/ Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/s in the said Row House and/or in the said Property / Building are impartible and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Row House in favor of the Allottee/s except as is herein expressly provided.

- 45) All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, etc. in respect of the said Property / Building and/ or the said Row House and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings etc. and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.
- 46) By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST (Goods and Services Tax), Sales Tax, Service tax, Value Added Tax, Works Contract Tax etc. under concerned Acts/ Rules/ Legislations etc., as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/s on demand at any time without rendering either the Promoter liable in this behalf in any manner whatsoever. In such an event the Promoter shall have the right to recover/collect, such tax(es), duties by the Allottee/s.
- 47) The Allottee/s hereby agrees that till the management of the said Building of the said Project is handed over to all the Allottees participating in the said Project, the Promoter shall be entitled to look after day to day maintenance of the said Project /Building to be constructed on the said Property /Project Land. The Allottee/s hereby agrees to authorize the Promoter to act as a designated authority of the said Project, open temporary bank account in the name of the said Project till its completion and operate the same through nominees in capacity of designated authority, to demand and receive amount of contribution from new Row House Allottee/s including Allottee/s herein for a period of twelve months from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed over to the society/Limited company herein, deposit the contribution amount in the bank account, to spend and apply the amount so collected from the Row House Allottee/s for maintenance, housekeeping and essential common areas and amenities/facilities and such other purposes the Promoter thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter hands over entire charge of maintenance of the said Project /Property /Building to the society/Limited company. The Allottee/s hereby agrees to pay the Promoter on demand additional amount payable of contribution after lapse of said twelve months till the Promoter hands over the entire charge of the said Project to the society/Limited company.
- 49) For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Row House payable by the Allottee/s to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

- 50) The Allottee/s has willingly participated in the said Project of the Promoter and Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnify the Promoter from all losses that may be incurred by the Promoter on account of such non/delayed payment and Allottee/s hereby indemnify to keep the Promoter harmless and free from such losses.
- 51) The Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.
- 52) All notices to be served on the Allottee/s in connection with this Agreement shall be deemed to have been duly served on the Allottee/s if sent to any one of the Allottee/s by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Allottee/s:-

Notified Email ID: _____

- 53) All notices to be served on the Promoter in connection with this Agreement shall be deemed to have been duly served on the Promoter if sent by Registered Post/ Speed Post at their following address:

Name of Promoter:-

M/s. Harsiddhi Builders

Plot No.2, Ghrushneshwar Plaza,
Near Sara Vaibhav, Honaji Nagar,
Jatwada Road, Harsul, Aurangabad

Notified Email ID: _____

It shall be the duty of the Allottee/s 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. Further, that in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s 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.

- 54) The Allottee/s shall pay adequate stamp duty, registration charges and present this Agreement at proper registration office within the time limit prescribed by the Registration Act and the Allottee/s and the Promoter shall attend such office and admit execution thereof.

- 55) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule /Plan within 30 (thirty) days from the date of receipt by the Allottee/s 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/s 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/s 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/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
- 58) In case the Allottee/s mortgages the said Row House to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement or any final document of the said Row House as and when executed and registered to the financial institution. The Allottee/s agree to do so without holding the Promoter responsible for the same and not to deal with the said Row House without prior permission and consent of the financial institution during pendency of the charge.
- 60) The Promoter shall before handing over possession of the said Row House to the Allottee/s and in any event before getting membership of the society/Limited company make full and true disclosure of the nature of his title to the said Property as well as encumbrances, if any including any right, title, interest or claim of any party in or over the said Property / Building and shall as far as practicable, ensure that the said Property / Building is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said Property to the extent of their respective portions, so as to enable them to convey the same to the ultimate Allottee/s.
- 61) 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 Row House.

- 62) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Row House, in case of a transfer, as the said obligations go along with the said Row House for all intents and purposes. Further, the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation / benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body of Row House allottees expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the Row House purchased by him and any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.
- 63) 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.
- 64) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottees in said Project, the same shall be in proportion to the carpet area of all the Row Houses of the said Project, such area is called as Sharing area.
- 65) 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.
- 66) 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/s herein. After the Agreement is duly executed by the Allottee/s 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 Aurangabad.
- 67) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 68) 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.

- 69) This Agreement may only be amended through written consent of the Parties.
- 70) The Promoter has handed over Search Report and Title Opinion to the Allottee/s separately as per provisions of the said Act and the contents of the said Search Report forms part and parcel of this Agreement.
- 71) The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/s.

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SCHEDULE NO.I

(Description of the said Project Land referred above)

All that piece and parcel of land admeasuring 16 R or 1600.00 sq.mtrs., situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, within the limits of Aurangabad Municipal Corporation, Aurangabad, boundaries of which are as under :

- On or towards East : 30.00 feet wide road.
- On or towards West : Land of Jagannath Baburao Autade.
- On or towards North : Housing project "MORYA PARK".
- On or towards South : Housing Project "DEVGIRI PURAM".

SCHEDULE-II

(Description of Row House under sale)

Row House No.____ admeasuring ____ sq.mtrs., built up area & ____ sq.mtrs., carpet area with box and balcony on the ____ floor of building known as **MORYA PARK PHASE-II**, situated at on aforesaid land admeasuring 58 R, situated at Gat No.210/3, village Harsul, Taluka and District Aurangabad, within the limits of Aurangabad Municipal Corporation, Aurangabad commonly bounded as under within the registration sub-registrar office, Aurangabad and the same is bounded as below :

- Towards East : _____.
- Towards West : _____.
- Towards South : _____.
- Towards North : _____.

Together with all appertain and easement thereto and right to ways etc.

SCHEDULE-III
(Payment Schedule)

Sr. No.	Stage	%
1	On booking/before Agreement	10 %
2	After execution of this Agreement	15%
3	On Completion of Plinth	15 %
4	On Completion of frame structure & top slab, podiums & stilts	25 %
5	On Completion of completion of the walls, internal plaster, floorings doors and windows of said apartment	10%
6	On Completion of sanitary fittings, staircases, lift wells, lobbies upto floor level of said apartment	5%
7	On Completion of external plumbing and external plaster, elevation, terraces with water proofing of the building upto the level of said apartment	5%
8	On Completion of the lifts, water pumps, electrical fittings, environment requirements, entrance lobby/s, plinth protection, and all other requirements as per the Agreement of sale.	5%
9	On completion certificate of the said apartment issued by architect	5%
10	On Time Of Sale Deed	5 %
	Total	100 %

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

SIGNED AND DELIVERED

by within named Promoter :
M/s. Harsiddhi Builders & Developers
through its partners :

1. Shri. Ganesh Anna Malkar _____

1. Shri. Ganesh Pandurang Kolte _____

SIGNED AND DELIVERED

By the within named Allottee/s :

WITNESS :