AGREEMENT TO SALE

BETWEEN

M/s. Sai Enterprises
Registered Partnership Firm,
having its registered office at 202,
Shop No.1,Ghole Complex, Beed by pass road.
Gut NO. 117, Satara Parisar, Aurangabad.
PAN No. ACUFS6615H
Represented through its Partner & authorized signatory:-

SHRI SANJAY KANTILAL DESARDA
AGE: MAJOR OCCU: BUSINESS
R/O GARKHEDA AURANGABAD,
MAHARASHTRA, 414306, INDIA

Hereinafter received to as ' Land Owners/ Promoter/Developers/s',

AND

Mr. ----------
R/o ----------,
----

hereinafter referred to as " the Flat/Row House/Unit/Unit/Unit- Purchaser" of the other Part.

(Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators)

TITLE FLOW OF THE PROPERTY

1. In the year 1981 the land Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad was owned & possessed by Mr. Fattu son of Bandu & after his death the Revenue Authority has recorded the names of Shri Shaikh son of Shaikh Fattu Patel, Majnu Fattru Shaikh, Fatamabi Shaikh Najir (Bijlabi Shaikh Vajir), Lalabi Shaikh Riazkha,Shaikh Mannu Shaikh Fattru, Emthyaj B Sayyad Noor, Munnabi Shaikh Fattru Patel & Beesmillebee Patel Bhai Shaikh, by sanctioning Mutation Extract bearing NO.135.

2. That Shri Shaikh son of Shaikh Fattu Patel has executed Registered Sale Deed bearing No.7468 dated 20.08.1990 in favour of Shri Shaikh Najir son of Shaikh Abbas with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.

3. That Shri Shaikh Najir son of Shaikh Abbas and signed by Shaikh Ganni Saikh Abbas as the Consenting Party has executed Registered Sale Deed bearing No.3253 dated by 22.05.2015 in favour M/s. Sai Enterprises through its partners Shri Sarita Gokuldas Mandelacha, Shri Roshan Kantilal Pipada, Sow. Suwarna Abhay Chhajd,Sow. Deepali Adesh Chhajd, Shri Yogesh Sitaram Jadhav, Shri Machindra Shantaram Lanke with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.

4. That Majnu Fattru Shaikh, Fatamabi Shaikh Najir (Bijlabi Shaikh Vajir) and Lalabi Shaikh Riazkha have executed Registered Relinquishment Deed bearing No.6694 dated 18.11.2015 with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.

5. That the Municipal Corporation Aurangabad, vide its Commencement Certificate bearing Permission No. 59/2018-19 and bearing File No. 806/17/2017-18 dated 10.04.2018 has granted permission for construction for flatted building as per the approved Map of Construction with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.

6. That Dy. Engineer Town Planning, Municipal Corporation Aurangabad has approved the Map of Construction with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.

7. That the Tahsildar Aurangabad, vide his NA order bearing No 40 dated 03.05.2018 has converted the Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.

8. That, the project to be constructed on Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad is nomenclature as "Sai Harmony", which consists total 76 Row Houses & 50 Flat/Row House/Units.

ADV. ANAND UMRIKAR AURANGABAD

Scanned by CamScanner

9. That, the project "Sai Harmony", to be constructed on the Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad, is already registered with the Maha RERA Authority Mumbai vide its registration bearing No.----------dated ----------,as required under Section 3 of The Real Estate (Regulation and Development) Act, 2016 and also uploaded all the details of the proposed Real Estate project, to be uploaded by the promoter on his webpage on the Website of the Authority, as required under sub-section (1) of Section 11 of the Act and clause (1) and (2) of Rule of 3 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules 2017.

NAME OF THE PROJECT

"SAI HARMONY"

DETAILS OF THE PROJECT

Number of Units : 126
Number of Buildings: 10
Number of Floors : 6
Name of the Building: "Sai Harmony"

Description of Plot on which the building is constructed

Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad

SCHEDULE - B

"Sai Harmony"

AREA STATEMENT

AND WHEEREAS the Promoter/Developer has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

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

AND WHEREAS by virtue of the above referred Sale Deed the Promoter/Developer alone has the sole and exclusive right to sell the Flat/Row House/Units in the said building to be constructed by the Promoter/Developer on the said land and to enter into Agreement/s with the purchaser/s of the Flat/Row House/Units to receive the sale price in respect thereof;

AND WHEREAS the Flat/Row House/Unit Purchaser demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Flat/Row House/Unit Purchaser of all the documents listed in ANNEXUE D of title relating to the said land & has also provided the one set of Photo Copy to the Flat/Row House/Unit Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter/Developer, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter/Developer to the said land on which the Flat/Row House/Units are constructed or are to be constructed and the copies of the plans and specifications of the Flat/Row House/Unit agreed to be purchased by the Flat/Row House/Unit Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', 'B' & 'C', respectively.

The Flat/Row House/Unit Purchaser has/have examined the title, rights, interest, claims of the Promoter/Developer to the said land and has seen the documents of title in the Promoter/Developer's possession. The Purchaser has/have fully satisfied with the Promoter/Developer's right, interest and title in the property.

The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the lay-out plan of housing scheme, proposed internal roads, amenities, facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS the Promoter/Developer has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

Scanned by CamScanner

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/Developer while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Flat/Row House/Unit Purchaser applied to the Promoter/Developer for allotment to the Flat/Row House/Unit Purchaser of Flat/Row House/Unit No. ---, having carpet area admeasuring ----- Sq. Meter, on ------ Floor,-in the building known as "SAI HARMONY" constructed on Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of Rs. ----------/- (Rupees ----------only) upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat/Row House/Unit Purchaser has paid to the Promoter/Developer a sum of Rs. ----------/- (Rupees ---------- only), by cheque detailed as below :-

Amount	Cheque Date	Cheque No	Name of the Bank

being part payment of the sale price of the Flat/Row House/Unit agreed to be sold by the Promoter/Developer to the Flat/Row House/Unit Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Flat/Row House/Unit Purchaser has agreed to pay to the Promoter/Developer the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter/Developer is required to execute a written agreement for sale of said Flat/Row House/Unit to the Flat/Row House/Unit Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoter/Developer shall construct the said building/s consisting of Parking + Five floors on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time:

2. The Flat/Row House/Unit Purchaser hereby agreed to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell the Flat/Row House/Unit No. ---, having carpet area admeasuring ----- Sq. Meter, on ------ Floor,-in the building known as "SAI HARMONY" constructed on Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad as shown in the Floor plan thereof hereto annexed and marked Annexure D/Flat/Row House/Unit No. ---, having carpet area admeasuring ----- Sq. Meter, on ------ Floor,-in the building known as "SAI HARMONY" constructed on Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad. Building (hereinafter referred to as "the Flat/Row House/Unit") for the price of Rs. ----------/- (Rupees ---------- only) which includes the proportionate price of the common areas, facilities appurtenant to the premises, and common Parking Space the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Flat/Row House/Unit Purchaser hereby agrees to pay the balance amount of Rs. ---------/- (Rupees ---------- only) to the Promoter/Developer after execution of this Agreement in the following manner:-

Sr. No.	Amount in Rupees	Payment Stage
1.		(10% of the transaction price) to be paid to the Promoter on or before the execution of Agreement

Scanned by CamScanner

2.		(30% of the transaction price) after execution of this Agreement to Sale
3.		(45% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit/Flat/Row House/Unit/Unit is located
4.		(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 in which the said Unit/Flat/Row House/Unit/Unit is located
5.		75% of the transaction price) to be paid to the Promoter on completion of the walls of the building or wing in which the said Unit/Flat/Row House/Unit/Unit is located
6.		(80% of the transaction price) to be paid to the Promoter on completion of the external plaster, stair case, lift, walls, lobbies up to the floor level of the said apartment.
7.		(85% of the transaction price) to be paid to the Promoter on completion of the external plumbing and internal plaster, elevation, terrace with water proofing of the building or wing in which the said Unit/Flat/Row House/Unit/Unit is located
8.		(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, Sanitary fittings, apprpain 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.
9.		(Remaining Amount) at the time of handing over of the possession of the Unit/Flat/Row House/Unit/Unit to the Unit/Flat/Row House/Unit/Unit Purchaser on or after receipt of occupation certificate or completion certificate.

The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, 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 handling over possession of the Flat/Row House/Unit to the Flat/Row House/Unit Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Row House/Unit.

3. The Promoter/Developer hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter/Developer has/have absolute, clear and marketable title to the said land so as to enable him to on the execution of a Sale Deed/Deed of Apartment of the said Flat/Row House/Unit by the Promoter/Developer in favour the Purchaser.

4. The Flat/Row House/Unit Purchaser agrees to pay to the Promoter/Developer interest at SBI lending rate + 2% extra penalty thereon per cent per annum on all the amounts which become due and payable by the Flat/Row House/Unit Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter/Developer.

Scanned by CamScanner

5. On the Flat/Row House/Unit Purchaser committing default in payment on due date of any amount due and payable by the Flat/Row House/Unit Purchaser to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat/Row House/Unit Purchaser committing breach of any of the terms and conditions herein contained, the Promoter/Developer shall be entitled at his own option to terminate this Agreement:

Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter/Developer unless and until the Promoter/Developer shall have given to the Flat/Row House/Unit Purchaser Fifteen days prior notice in writing 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 and default shall have been made by the Flat/Row House/Unit Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Flat/Row House/Unit Purchaser the installments of sale price of the Flat/Row House/Unit which may till then have been paid by the Flat/Row House/Unit Purchaser to the Promoter/Developer but the Promoter/Developer shall not be liable to pay to the Flat/Row House/Unit Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter/Developer, the Promoter/Developer, shall be at liberty to dispose of and sell the Flat/Row House/Unit to such person and at such price as the Promoter/Developer may in his absolute discretion think fit.

6. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particulars like brand, or price range to be provided by the Promoter/Developer in the said building and the Flat/Row House/Unit are those that are set out in Annexure 'E' annexed hereto.

7. The Promoter/Developer shall give possession of the Flat/Row House/Unit to the Purchaser on or before 31.03.2023. If the Promoter/Developer fails or neglects to give possession of the Flat/Row House/Unit to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of the Real Estate (Regulation and Development) Act, 2016, then the Promoter/Developer shall be liable on demand to refund to the Flat/Row House/Unit Purchaser the amounts already received by him in respect of the Flat/Row House/Unit with interest at SBI lending rate + 2% extra penalty thereon percent per annum. Till the entire amount and interest thereon is refunded by the Promoter/Developer to the Flat/Row House/Unit Purchaser there shall, subject to prior encumbrances if any, be a charge on the said Flat/Row House/Unit as well as the construction or building in which the Flat/Row House/Units are situated or were to be situated:

Provided that the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Flat/Row House/Unit on the aforesaid date, if the completion of building in which the Flat/Row House/Unit is to be situated is delayed on account of-

(i)	Non-availability of steel, other building material, water or electric supply;
(ii)	War, Civil Commotion or act of God;
(iii)	Any notice, order, rule, notification of the Government and/or other public or competent authority, any prohibitory order of any court against development of property

8. The Flat/Row House/Unit Purchaser shall take possession of the Flat/Row House/Unit within 15 days of the Promoter/Developer giving written notice to the Flat/Row House/Unit Purchaser intimating that the said Flat/Row House/Units are ready for use and occupation:

The Promoter will be liable for R.C.C. structural defects for five years, except the following defect liabilities.

- DEFECT LIABILITY

a. If within a period of five years from the date of handing over the Apartment to the Unit/Flat/Row House/Unit Purchaser, the Unit/Flat/Row House/Unit Purchaser 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 Unit/Flat/Row House/Unit Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

b. Provided however, that the Unit/Flat/Row House/Unit Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said

Scanned by CamScanner

unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Unit/Flat/Row House/Unit Purchaser/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 wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

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

d. Further where the manufacturer warranty as shown by the developer to the Unit/Flat/Row House/Unit Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Unit/Flat/Row House/Unit Purchaser/s the promoter shall not be responsible for any defects occurring due to the same.

e. 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 Flat/Row House/Units and the common project amenities wherever applicable.

f. That the Unit/Flat/Row House/Unit Purchaser has been made aware and that the Unit/Flat/Row House/Unit Purchaser expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing 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.

g. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Unit/Flat/Row House/Unit Purchaser, 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 unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

9. The Flat/Row House/Unit Purchaser shall use Flat/Row House/Unit or any part thereof or permit the same to be used only for purpose of Flat/Row House/Units/Unit. He shall use the garage or parking space only for purpose of keeping or parking the Flat/Row House/Unit Purchaser's.

10. The Flat/Row House/Unit Purchaser along with other purchasers of Flat/Row House/Units in the building shall join in forming Association/Society of Flat/Row House/Unit Owners to be known as "SAI HARMONY" 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 of the Association/Society of Flat/Row House/Unit Owners and for becoming a member, including the 'bye-laws of the proposed Association/Society of Flat/Row House/Unit Owners and duly fill in, sign and return to the Promoter/Developer within 15 days of the same being forwarded by the Promoter/Developer to the Flat/Row House/Unit Purchaser, so as to enable the Promoter/Developer to register the organization of Flat/Row House/Unit Purchaser under section 17(2) of the Real Estate (Regulation and Development) Act, 2016,. No. objection shall be taken by the Flat/Row House/Unit Purchaser if any changes or modifications are made in the draft bye-laws, as the case may be, or any other Competent Authority.

11. The Flat/Row House/Unit/Unit Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Vendor the following amounts:-

Sr. No.	Amount in Rupees	Particulars
i		for legal Charges
ii		Expenses towards registration of society

Scanned by CamScanner

iii		Electric Connection
Total Amount		Rs. .....

12. The Flat/Row House/Unit/Unit Purchaser shall pay to the Promoter/Vendor, the above sum + GST + at actual Proportionate project insurance charges all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter/Vendor in connection with formation of the said Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance Deed.

13. At the time of registration of Flat/Row House/Unit/Unit Purchaser shall pay to the Promoter/Vendor the Flat/Row House/Unit Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

14. The material used and the specifications adopted for the said Flat/Row House/Unit are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the Unit he should convey the same to the developer/promoter before the work of the said item is started & he will have to bear the extra cost including material, labours & supervision charges in advance.

15. The Flat/Row House/Unit Purchaser/s or himself/themselves with intention to bring all persons into whosoever is hands the Flat/Row House/Unit may come, hereby covenants with the Promoter/Vendor as follows:-

(a) To maintain the Flat/Row House/Unit at the Flat/Row House/Unit Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

(b) Not to store in the Flat/Row House/Unit 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 Flat/Row House/Unit 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 Flat/Row House/Unit is situated, including entrance of the building in which the Flat/Row House/Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Flat/Row House/Unit on account of negligence or default of the Flat/Row House/Unit Purchaser in this behalf, the Unit Purchaser shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Flat/Row House/Unit and maintain the Flat/Row House/Unit in the same condition, state and order in which it was delivered by the Promoter/Vendor to the Flat/Row House/Unit Purchaser and shall not do or suffer to be done anything in or to the Flat/Row House/Unit Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Row House/Unit is situated or the Flat/Row House/Unit 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 Flat/Row House/Unit Purchaser committing any act in contravention of the above provision, the Flat/Row House/Unit Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Flat/Row House/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Row House/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Row House/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Row House/Unit 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 Flat/Row House/Unit 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 Flat/Row House/Unit without the prior written permission of the Promoter/Vendor and/or the Society or the Limited Company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the Flat/Row House/Unit is situated or any part thereof whereby any increased premium shall becomes payable in respect of the insurance.

Scanned by CamScanner

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Row House/Unit in the compound or any portion of the said land and the building in which the Unit is situated.

(g) Pay to the Promoter/Vendor within Fifteen Days of demand by the Promoter/Vendor, 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 Flat/Row House/Unit is situated.

(h) 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 Flat/Row House/Unit by the Purchaser to any purposes other than for residential purpose.

(i) The Flat/Row House/Unit Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Row House/Unit until all the dues payable by the Flat/Row House/Unit Purchaser to the Promoter/Vendor under this Agreement are fully paid up and only if the Flat/Row House/Unit Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat/Row House/Unit Purchaser has intimated in writing to the Promoter/Vendor.

(j) The Flat/Row House/Unit Purchaser shall observe and perform all the rules and regulations which the Society/Association or the Limited Company 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 Units 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 Flat/Row House/Unit Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(k) Till a conveyance of the building in which Flat/Row House/Unit is situated is executed the Flat/Row House/Unit Purchaser shall permit the Promoter/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

16. The Promoter/Vendor shall maintain a separate account in respect of sums received by the Promoter/Vendor from the Flat/Row House/Unit Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Units or of the said Plot and Building or any part thereof. The Flat/Row House/Unit Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation space, will remain the property of Promoter/Vendor until the said land and building is transferred to the Society/Limited Company/Association or other body as hereinbefore mentioned.

18. Any delay tolerated or indulgence shown by the Promoter/Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat/Row House/Unit Purchaser by the Promoter/Vendor shall not be construed as a waiver on the part of the Promoter/Vendor of any breach or non-compliance of any of the terms & conditions of this Agreement by the Unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Vendor.

19. The Flat/Row House/Unit Purchaser and/or Promoter/Vendor shall present this Agreement as well as conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Vendor will attend such office and admit execution thereof.

20. If in future any FSI increases, in that case the Promoter/Vendor shall have every right to construct the said FSI on the said building and the Flat/Row House/Unit Purchaser under this Agreement has given his written consent for the same.

21. If Promoter/Vendor shall make any changes in the elevation, sanction plan, floor plan or obtain any revised sanction from the Aurangabad Municipal Corporation, in that case, Promoter/Vendor shall have every right and liberty to make necessary changes in the Deed of Declaration as well as in the percentage of proportionate share of the Flat/Row House/Unit/Unit purchasers in the plot and common areas and amenities of the project and the purchaser under this Agreement has given his written consent for the same & if in future Promoter/Vendor

Scanned by CamScanner

wants to execute Deed of Declaration or revised Deed of Declaration in that cause he has full authority, right & liberty to execute the same. Further under this Agreement, the purchaser undertake & assures to the Promoter/Vendor that in the said cause, if the Promoter/Vendor needs to execute any correction deed to this Agreement as well as any other document the purchaser shall cooperate to the Promoter/Vendor for the execution of the said documents.

In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council or Municipal Corporation, Aurangabad, then the area available for additional construction will be utilized by the Developer alone and the Developer can transfer said FSI from the said building to another property or can sell the said FSI to the respective purchaser who are interested to purchase it & to put additional construction on the said building as may be allowed by the municipal corporation and to sell or otherwise deal with same.

If any additional F.S.I / TDR become available in future, the Developer will be entitle to avail & consume the same. If the Developer/Promoter wants to amend the Deed of Declaration, in that cause, the purchaser has no objection to make amendment in the registered deed of declaration & has also no objection for making revised construction plan & under this agreement the purchaser has given his written unconditional consent to the promoter for the said changes.

That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time till all units in are sold and transferred to the prospective purchasers. No purchaser will be entitled to object for such amended declaration and it will be binding on all the purchasers irrespective of their date of purchase.

If there is reduction of more than 3% of the actual area dimensions of any Flat/Row House/Unit against the area specified in Schedule due to change/variation of the design, the price of the said unit will be reduced proportionately and vice-a-versa.

The Promoter may apply for part/full completion as per his description and will furnish the copy of same to the purchaser as and when the completion certificate either part or full is issued by the competent authority.

22 At the time of registration of Flat/Row House/Unit Purchaser shall pay to the Promoter/Developer the stamp duty and registration charges payable, on the document or instrument of transfer in respect of the said Flat/Row House/Unit/Unit/Unit/Apartment.

23 The material used and the specifications adopted for the said Flat/Row House/Unit are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the Flat/Row House/Unit he should convey the same to the developer/promoter before the work of the said item is started & he will have to bear the extra cost including material, labours & supervision charges in advance.

24 The Flat/Row House/Unit Purchaser/s or himself/themselves with intention to bring all persons into whosoever in hands the Flat/Row House/Unit may come, hereby covenants with the Promoter/Developer as follows:-

(a) To maintain the Flat/Row House/Unit at the Flat/Row House/Unit Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Row House/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Row House/Unit 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 Flat/Row House/Unit is situated and the Flat/Row House/Unit itself or any part thereof without the consent of the local authorities, if required.

(b) Not to store in the Flat/Row House/Unit 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 Flat/Row House/Unit 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 Flat/Row House/Unit is situated, including entrance of the building in which the Flat/Row House/Unit is situated and in case any damage is caused to the building in which the Flat/Row House/Unit is situated or the Flat/Row House/Unit on account of negligence or default of the Flat/Row House/Unit Purchaser in this behalf, the Flat/Row House/Unit Purchaser shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Flat/Row House/Unit and maintain the Flat/Row House/Unit in the same condition, state and order in which it was delivered by the Promoter/Developer to the Flat/Row House/Unit Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Row House/Unit is situated or the Flat/Row House/Unit 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 Flat/Row House/Unit Purchaser committing any act in contravention of the above provision, the Flat/Row

Scanned by CamScanner

House/Unit Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Flat/Row House/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Row House/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Row House/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Row House/Unit 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 Flat/Row House/Unit 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 Flat/Row House/Unit without the prior written permission of the Promoter/Developer and/or the Association of Flat/Row House/Unit Owners.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the Flat/Row House/Unit is situated or any part thereof whereby any increased premium shall becomes payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Row House/Unit in the compound or any portion of the said land and the building in which the Flat/Row House/Unit is situated.

(g) 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 Flat/Row House/Unit by the Purchaser to any purposes other than for residential purpose.

(h) The Flat/Row House/Unit Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Row House/Unit until all the dues payable by the Flat/Row House/Unit Purchaser to the Promoter/Developer under this Agreement are fully paid up and only if the Flat/Row House/Unit Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat/Row House/Unit Purchaser has intimated in writing to the Promoter/Developer.

(i) The Flat/Row House/Unit Purchaser shall observe and perform all the rules and regulations which the Association of Flat/Row House/Unit Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Row House/Units 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 Flat/Row House/Unit Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Flat/Row House/Unit Owners regarding the occupation and use of the Flat/Row House/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(j) Till the execution of registered Sale Deed of all the Apartment/Units/Flat/Row House/Units/Units the building in which Flat/Row House/Unit is situated is executed the Flat/Row House/Unit Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

25 The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Flat/Row House/Unit Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Association of Flat/Row House/Unit Owners or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

26 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/Row House/Units or of the said Plot and Building or any part thereof. The Flat/Row House/Unit Purchaser shall have no claim save and except in respect of the Flat/Row House/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation space, will remain the property of Promoter/Developer until the formation of Association of Flat/Row House/Unit Owners.

27 Any delay tolerated or indulgence shown by the Promoter/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat/Row House/Unit Purchaser by the Promoter/Developer shall not be construed as a waiver on the part of the Promoter/Developer of any breach or non-compliance of any of the

Scanned by CamScanner

terms & conditions of this Agreement by the Flat/Row House/Unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Developer.

28 The Flat/Row House/Unit Purchaser and/or Promoter/Developer shall present this Agreement for its proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.

29 All notices to be served on the Flat/Row House/Unit Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat/Row House/Unit Purchaser by Registered Post A.D./ Under Certificate of posting at his/her address specified below or shall serve the said communication through email:

1. Mrs. .....
2. Mr. .....

30 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Flat/Row House/Units in the said building, if any, shall belong exclusively to the respective purchaser of the terrace Flat/Row House/Unit and such terrace space are intended for the exclusive use of the respective terrace Flat/Row House/Unit Purchaser. The Said terrace shall not be enclosed by the Flat/Row House/Unit Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter/Developer or Association of Flat/Row House/Unit Owners, or as the case may be.

31 No unit holder of "SAI HARMONY", Apartment Condominium shall post any advertisement or posters of any kind in or on the building. Holder of tenements shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the "SAI HARMONY", Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the "SAI HARMONY", Apartment Condominium. It is prohibited to throw garbage or fresh outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or fresh shall be collected in a Vessel and thrown in the Municipal Dustbin. No Owner or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning units/Flat/Row House/Units, etc. on the exterior of the "SAI HARMONY", Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor

32 This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder/said Act and the rules made thereunder.

FIRST SCHEDULE

Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad, bounded by.

Bounded as under :

EAST	Land of Najirkhan & others
WEST	Land Got No. 88
SOUTH	Land Got No. 86
NORTH	Land of Meerabai Namdeo Gadekar & others

SECOND SCHEDULE

Scanned by CamScanner

Flat/Row House/Unit No. ---, having carpet area admeasuring ----- Sq. Meter, on ------ Floor,-in the building known as "SAI HARMONY" constructed on Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad

Boundaries

EAST	
WEST	
SOUTH	
NORTH	

ANNEXURE A

Name of the Advocate Adv. Anand Umrikar
Address Plot No. 71, New SBH Colony, Shahnoorwadi, Aurangabad
Date

CERTIFICATE

This is to certify that we have investigated the title to the aforesaid property Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad, on which the project "SAI HARMONY" is going to be constructed, which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in my opinion the title of M/s. Sai Enterprises Through its Partners Shri Sarita Gokuldas Mandelacha, Shri Roshan Kantilal Pipada, Sow. Suwarna Abhay Chhajd, Sow. Deepali Adesh Chhajd, Shri Yogesh Sitaram Jadhav, Shri Machindra Shantaram Lanke is clear, good & marketable title over the property referred under the schedule.

Place: Aurangabad
Signature of the Advocate

Adv. Anand Umrikar
Date :

ANNEXURE B

1. 7/12 Extract of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
2. Registered Sale Deed bearing No.3253 dated by 22.05.2015
3. Commencement Certificate bearing Permission No. 59/2018-19 and bearing File No. 806/17/2017-18 dated 10.04.2018.
4. N.A. Order bearing No. 40 dated 03.05.2018
5. RERA registration certificate

ANNEXURE C

SPECIFICATIONS

- COMMON AREAS AND FACILITIES

1. Water Tank.
2. Water Pump.
3. Bore well
4. Garden
5. Main gate

ANNEXURE D

List of documents provided to the purchaser.

DESCRIPTION OF THE PROPERTY DOCUMENTS GIVEN BY THE PROMOTER/DEVELOPER TO THE FLAT/ROW HOUSE/UNIT PURCHASER.

Scanned by CamScanner

1. 7/12 Extract of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
2. Mutation Extract bearing NO.135 of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
3. Registered Sale Deed bearing No.7468 dated 20.08.1990 executed by Shri Shaikh son of Shaikh Fattu Patel in favour of Shri Shaikh Najir son of Shaikh Abbas with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
4. Registered Sale Deed bearing No.3253 dated by 22.05.2015 executed by Shri Shaikh Najir son of Shaikh Abbas and signed by Shaikh Ganni Saikh Abbas in favour M/s. Sai Enterprises through its partners Shri Sarita Gokuldas Mandelacha, Shri Roshan Kantilal Pipada, Sow. Suwarna Abhay Chhajd,Sow. Deepali Adesh Chhajd, Shri Yogesh Sitaram Jadhav, Shri Machindra Shantaram Lanke with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
5. Registered Relinquishment Deed bearing No.6694 dated 18.11.2015 executed by Majnu Fattru Shaikh, Fatamabi Shaikh Najir (Bijlabi Shaikh Vajir) and Lalabi Shaikh Riazkha with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
6. Commencement Certificate bearing Permission No. 59/2018-19 and bearing File No. 806/17/2017-18 dated 10.04.2018 issued by the Municipal Corporation Aurangabad with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
7. Map of Construction approved by Dy. Engineer Town Planning, Municipal Corporation Aurangabad with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
8. NA order bearing 40 dated 03.05.2018 issued by the Tahsildar Aurangabad with respect to Land admeasuring 82R Part of Gut No. 87 of Village Deolai, Tq. & Dist. Aurangabad.
9. RERA registration certificate

The photocopy of above referred Project Documents from Sr. No. 1 to 9, are handed over by the promoter/Developer to the purchaser & has acknowledged the same.

Name of the Purchaser	Signatures

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Developer/Promoter/Land Owner. M/s. Sai Enterprises Through its Partners & authorized signatory SANJAY KANTILAL DESARDA	Signature	Photo

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The PURCHASER	Signature	Photo
1.		

WITNESSES

1. Mr. _____
   Occu: _____, Age __ Years,
   R/o _____

2. Mr. _____
   Occu: _____, Age __ Years,
   R/o _____

Scanned by CamScanner