AGREEMENT OF SALE

Agreement of sale of Flat/Shop No. ____ **APARTMENT IN SARA SANGAM-PHESE-1** Constructed on Plot No. 2, forming part of land Gut no. 49, Situated at Wadgon Kolhati, Tq. & Dist. Aurangabad, the stamp, value of Rs._____/- and actual sale value Rs._____/- Zone. _____@_____ /- Per Sq.Mt.

This agreement to sale is executed today on ___the day of 2018 at Aurangabad, between,

M/s. Jagrut Sara Associates A partnership firm registered under the Indian Partnership Act, 1932, having registration no. _____/_____ and its principal place of business at office no. 1to 9, 'A' wing Narayan Plaza , Cannought Place, Aurangabad, (**PAN No. AANFJ5273D**), Represented by its authorised Partner :- **Mr. Sitarm Ratanlal Agrawal** Age. 63 yrs, Occu. **Agril &** Business R/o. Plot no. 230, Sector-B, Behind Crazy Bite, N-1, CIDCO, Aurangabad PAN no. _____ ADHAR no.

[Hereinafter called as **OWNER/BUILDER** which expression shall mean and include all its present and future partners, their heirs, successors, legal representatives, executors, administrators and assignees.]

AND

Mr.
Age : Years, Occ. :-
R/o.:
PAN No.
(Aadhar no. _____)

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

WHEREAS :-

I. That the property Land Gut no. 49 totally admeasuring 08 Hector 51, Potkharab 22 Are, Land Revenue Rs.11.15 ps. Situated at Village Wadgaon Kolhati Tq. & Dist. Aurangabad was originally owned and possessed by Soni Ramchandra and her name reflected in revenue record since 1965-66.

II. That in the year 1979 Soni Ramchandra died issueless and Kauslya Lalman filed an application to mutate her name in revenue record in respect of property Land Gut No. 49 totally admeasuring 08 Hector 51 Are, 22 Are Potkharab Land Revenue Rs.11.15 ps. accordingly her name came to be mutated in revenue record as owner and possessor vide mutation entry no. 77. That Soni Ramchdnra in her lifetime agreed to sale her half share from the above property with Abdul Latif Deshmukh and on the basis of Agreement of Sale she handed over possession to him.

III. In the year 1988 Kauslya Lalman transferred Land Gut no. 49 totally admeasuring 08 Hector 51, Potkharab 22 Are, Land Revenue Rs.11.15 ps. Out of which to the extent **10 Acre 31 Gunthas,** Situated at Village Wadgaon Kolhati Tq. & Dist. Aurangabad to Abdul Latif Sultan Miya Deshmukh under the registered sale deed bearing registration no. 8855/1988 dated 05.09.1988 registered at the office of Sub-registrar Aurangabad, and on the basis of registered sale deed his name came to be mutated in revenue record as owner and possessor vide mutation entry no. 186.

IV. In the year 1990 Abdul Latif Sultanmiya Deshmukh transferred Land Gut no. 49 totally admeasuring 08 Hector 51, Potkharab 22 Are, Land Revenue Rs.11.15 ps. Out of which to the extent **08 Acre 18 Gunthas,** Situated at Village Wadgaon Kolhati Tq. & Dist. Aurangabad to M/s. Halmira Properties Pvt. Ltd. through GPA Tarachand Chaganlal Chordiya under the registered sale deed bearing registration no. 1773/1990 dated 21.02.1990 registered at the office of Sub-registrar Aurangabad, and on the basis of registered sale deed his name came to be mutated in revenue record as owner and possessor vide mutation entry no. 206.

V. In the year 1990 Abdul Latif Sultanmiya Deshmukh transferred Land Gut no. 49 totally admeasuring 08 Hector 51, Potkharab 22 Are, Land Revenue Rs.11.15 ps. Out of which to the extent **02 Acre 13 Gunthas,** Situated at Village Wadgaon Kolhati Tq. & Dist.

Aurangabad to M/s. Halmira Properties Pvt. Ltd. through GPA Tarachand Chaganlal Chordiya under the registered sale deed bearing registration no. 6786/1990 dated 26.07.1990 registered at the office of Sub-registrar Aurangabad, and on the basis of registered sale deed his name came to be mutated in revenue record as owner and possessor vide mutation entry no. 218.

VI. In the year 1998 as per the order of the Special Land Acquisition Officer vide letter no. SLAO/JP1/AR/25/92 dated 15.05.1998 through Tahsildar Aurangabad CIDCO acquired 25 % Land from the Land Gut no. 49 Situated at Village Tisgaon Tq. & Dist. Aurangabad.

VII. That the property comes under the notified area of Development CIDCO authority, therefore permission for transfer or sale is required to obtain from CIDCO authority and for that M/s. Halmira Properties through its authorised signatory applied on 21.11.2017 for the same and accordingly CIDCO authority issued NOC on 08.01.2018 vide Letter no. CIDCO/PRSHA/BHUMULYKAN/ WALUJ/2018/439.

VIII. That in the year 2018 M/s. Halmira Properties Pvt. Ltd., through its authorised signatory transferred Land Gut no. 49 totally admeasuring 08 Hector 51 Are including Potkharab, Land Revenue Rs.11.15 ps., Out of which to the extent **02 Hector 72 Are,** Situated at Village Tisgaon Tq. & Dist. Aurangabad to **M/s. Jagrut Sara Associates**, represented by its authorised Partners, **Mr. Sitaram Ratanlal Agrawal and Mr. Satish Mulchand Vyas** under the registered sale deed bearing registration no. 985/2018 dated 21.02.2018 registered at the office of Sub-Registrar Aurangabad and accordingly name of firm and its partners came to be mutated in revenue record vide mutation entry no. 2278.

IX. That the Owner/Builder decided to develop their above property and accordingly prepared layout and got it sanctioned from CIDCO Aurangabad vide letter no. CIDCO/ATPO/BP/AUR (WLJ)2018/(LP) 34 dated 03.04.2018 and converted above lands in to 05 plots three open space etc. and also obtained NA order U/s. 42 -A of Maharashtra Land revenue Code 1966 in respect of property in file on 2018/JAMA-2/PRB/CR-33 on dated 25.04.2018.

X. That open space's shown in layout plan it will always treated as common open space for all Five Plots owners as well as all proposed unit's purchasers those are purchased units which will be constructed on the Plot no. 1 to 5. It is clearly under stood that no unit owners entitled to claim exclusive right on said open space's

in any situations, even open spaces shown in Plot no. 2 is also common for all plot owners.

XI. That the Owner/Builder obtained construction permission for construct residential cum commercial buildings on Plot no. 2 admeasuring 10036.3 Sq.Mt. forming part of above layout which was sanctioned in Land Gut no. 49, Situated at Village Wadagon Kolahti Tq. & Dist. Aurangabad vide letter no. CIDCO/SP(NT)/BP/WLJ/2018(BP)/15 dated 27.04.2018.

XII. That Declaration U/Sec.2-a of Maharashtra Apartment Ownership Act 1970 will be executed and registered at the Office of Sub-Registrar Aurangabad, thereby the Proposed residential cum commercial building "**SARA SANGAM**" will be submitted to the provisions of Maharashtra Apartment Ownership Act 1970.

XIII. That the Flat/Shop being constructed on the property described in Schedule-A, will be known as "**SARA SANGAM** " apartment and in no case the said name will be changed, in this project consist total **(7) Seven Flatted** buildings such as **Godawari – (A-Type) Apartment**, **Bhima (B-Type) Apartment**, **Tapi (B-Type) Apartment**, **Chandrabhaga (C-Type) Apartment** ,**Indrayani (C-Type) Apartment**, **Kaveri (D-Type) Apartment** & **Narmada (E-Type) Apartment** out of which 5 Apartments sanctioned by CIDCO in which consist total **23 Shops** and **224 Flats** in these four apartments which is consist in **Sara Sangam Phase-1** and two buildings will be constructed after loading TDR/Paid premium paid FSI by obtaining revise construction permission from CIDCO and will be added @ **85 Flats**.

XIV. That the Property Plot no. 02 admeasuring 10036.3 Sq.Mt. forming part of land Gut no. 49 Situated at Wadgaon Kolhati Tq. & Dist. Aurangabad, Development Plan is sanctioned by Deputy Secretary Urban Development Department State of Maharashtra no. TPS-3000/4484/CR-235(4)2000 UD-30 dated 14.08.2001 and property Land Gut no. 49 Shown in residential, zone along with reservation of Dispensary & Library, Garden and Playground reservation.

XV. The OWNER/BUILDER obtained all the necessary permissions by various Govt. departments for development of the said Property and construction of the said Building's;

XVI. That the sale deed will be executed after completing construction as per permission granted by CIDCO, the owner/builder after completion construction by obtaining necessary certificate from Architect will apply for obtain completion certificate or occupancy certificate from CIDCO authority, if CIDCO authority not issued completion certificate in reasonable time, in that case sale deed will be executed on the basis of Completion certificate issued by Architect and it will be treated that construction completed by all means and for all the legal purposes.

XVII. Title Report (which showing the title flow and encumbrances if any, to or upon the said Property) in respect of the said Property issued by Advocate competent to issue the same has been annexed herewith, as **ANNEXURE - A**. The copy of 7/12 extract in respect of the said Property and **ANNEXURE- B** respectively. Search Report and Title Opinion has been handed over separately to the Allottee/Purchaser herein and the same shall be read with this Agreement;

_____

(Signature of the Allotee)

(That the Owner/Builder given all the documents along with title report to Allottee purchaser and purchaser personally as well his legal consultant inspected the same and fully satisfied about title and related document and hereby further agreed ad confirm the same.)

XVIII. The CIDCO, being a Planning Authority, under the Maharashtra Regional and Town Planning Act, 1966, has sanctioned the building plan. The relevant copies of the Commencement Certificate is annexed herewith and marked as **ANNEXURE-C**; Pursuant to and in accordance with the afore stated sanction plan and revisions thereof,

sanctioned and approved by the CIDCO, the Owner/Builder has commenced the development on the said property;

XIX. That while sanctioning the said plans, the CIDCO/Planning Authority imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Builder while developing the said Property and the construction of the said Buildings in this project 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;

XX. The Owner/Builder has entered into standard agreement with "Arch. Anand Deshpande" along with consulting Engineer Mr. Amol Khirsagar, an architect registered with the council of architects and such agreement is as per the agreement prescribed by the council of architects and the also appointed **Mr. N.G.Karkhane** structural engineers for the preparation of the structural design and drawings of the said Building and the Owner/Builder accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Buildings.

XXI. The Owner/Builder has at the time of allotment and prior to the execution hereof, as demanded by the Allottee/Purchaser given inspection to the Allottee/Purchaser of all documents of title relating to the said Project Property and the plans, designs and specifications prepared by the Architect; copies of documents inter alia such as all sanctions, permissions, licenses, clearances etcetera issued in favour of the Owner/Builder by various local/ government/ semi government bodies; right of the Owner/Builder to develop the said Project on said property; 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/Purchaser has satisfied himself about the plans, designs and specifications of said Flat/Shop, title of the Owner/Builder to the said Project Property, and Owner/Builder having

development rights to develop the said Project property including and to allot and sell the said **Flat/Shop**.

XXII. That the carpet area of the said Apartment is in square meters and "carpet area" means the net usable floor area of an Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the Allottee or passage area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Flat/Shop; Explanation:- The Carpet area stated herein includes the area covered by the internal partition walls which may be constructed of plain AAC/bricks, reinforced bricks, clay, terracotta, drywall, concrete plain or reinforced, drywall, shear walls, precast concrete as those being walls that are partitions within the internal area of the Flat/Shop and also includes area covered by internal and attached Column's/Pillars to the internal partition walls of the Flat/Shop.

XXIII. The Allottee/Purchaser knowing well the above facts and having satisfied with the sanction plan, floor plan, specifications, design, areas, location of the Apartment building project, amenities, common area, title documents, sanctions, applied for allotment of a residential Flat/Shop bearing No. _____, admeasuring _____ Sq.Mt. Carpet area, _____ Sq.Mt. enclosed balcony, _____ Sq.Mt. Open Balcony, _____ Sq.Mt. Open Terrace on _____ Floor, **------- APARTMENT IN SARA SANGAM** being constructed on the said property, the Shop/Flat is more particularly described in the **Schedule-B** written hereunder and delineated in **hatched portion** in the floor plan which is also part of the said **Schedule-B,** with general specifications of construction more particularly described in the **ANNEXURE-E** written hereunder, which Flat/Shop is hereinafter referred to as the said "**FLAT/SHOP**"; (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 **Schedule-B** and a copy of sanctioned plan is separately provided to the Allottee/Purchaser). The Owner/Builder has agreed to provide common areas and facilities for common use of the commercial cum residential, residents of the said Building and the same shall be as described in the **ANNEXURE–**____ enclosed hereto. Smaller images of present sanctioned building plan, delineating the said building are annexed and marked as **ANNEXURE-**_____.

XXIV. That on Relying upon the said application the Owner/Builder agreed to allot to the Allottee/Purchaser herein the said Flat/Shop no. _____ at the price and on the terms and condition hereinafter appearing, and the Owner/Builder issued to the Allottee/Purchaser an "**ALLOTMENT-LETTER**" dated _____ to that effect; That the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

XXV. That Prior to the execution of these presents the Allottee/Purchaser has paid to the Owner/Builder 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 Flat/Shop agreed to be sale by the Owner/Builder to the Allottee/Purchaser as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Owner/Builder both hereby admit and acknowledge) and the Allottee/Purchaser agreed to pay to the Owner/Builder the balance of the sale price/consideration in the manner hereinafter appearing;

XXVI. The Allottee/Purchaser fully satisfied with the specification of the said Flat/Shop; and with the above said title documents and sanctions inspected by him, agreed to purchase the said Flat/Shop from the Owner/Builder and the Owner/Builder

agreed to allot the same to the Allotee/Purchaser for and at the price hereinafter mentioned.

XXVII. The Owner/Builder 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-____**

XXVIII. Under section 13 of the said Act the Owner/Builder is required to execute a written Agreement for sale of said Flat/Shop with the Allottee/Purchaser, being in fact these presents and to register the said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Builder hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the said Flat/Shop 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 Owner/Builder shall construct the **five** residential cum commercial buildings consist 224 Flats and 23 Shops, consisting of **G+3/P+4 /P+3 upper floors** in **Sara Sangam Phase-1** on the said property in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time. In this project total 23 Shops and _____ residential Flats will be constructed.

   Provided that the Owner/Builder shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee/Purchaser except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Owner/Builder may make such

minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee/Purchaser. Similarly Owner/Builder also entitled to make all the necessary changes in entire project, buildings or amenities and specification and purchaser/allotee have no objection for the same, however if any major charges or due which unit retained by change in that situation written consent require, in other case's no written consent require.

2. The Owner/Builder does hereby agree to sale, transfer and otherwise convey in the manner hereinafter mentioned, the said Flat/Shop bearing No. _____, admeasuring _____ Sq.Mt. Carpet area, _____ Sq.Mt. enclosed balcony, _____ Sq.Mt. Open Balcony, _____ Sq.Mt. Open Terrace on _____ Floor, --------- **Apartment** in **SARA SANGAM PHESE-1** which described in **Schedule-B**, residential commercial Building being constructed on the said property described in **Schedule-A** unto and in favour of the Allottee/Purchaser herein, subject to the terms and conditions hereof and the Allottee/Purchaser does hereby agrees to purchase the same from the Owner/Builder for the total consideration of Rs._____/- (Rupees _____) including cost of proportionate common area, and out of which Rs._____/- (Rupees _____) Purchaser has paid the earnest amount to Owner/Builder as under :-

Date	R. No.	By Ch. No. / By Cash / By D.D.	Amount

As such Owner/Builder hereby acknowledges the receipt of the same. The purchaser shall pay the remaining amount of consideration of in the manner provided in the clause No. 4 hereof.

3. The above said total consideration excludes Taxes (consisting of tax paid or payable by way of **GST (Goods and Service Tax), Cess, payment for electricity connection, electricity infrastructure charges, stamp duty, registration charges and payment relating to extra items etc.** 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 Flat/Shop 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 Owner/Builder undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Builder 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/Purchaser, which shall only be applicable on subsequent payments. The Owner/Builder may charge the Allottee/Purchaser separately for any up-gradation /changes specifically requested, made changes in specification or additional work other than agreed in specification or approved by the Allottee/Purchaser in fittings, fixtures and specifications and any other facility which have been done on the Allottee/Purchaser request or approval but which have not been agreed upon herein or as shown in the website of the registered authority. In consideration thereof the Allottee/Purchaser paid and/or agreed to pay the above said total consideration for the purchase of the said Flat/Shop to the promoter and the Owner/Builder agreed to accept the same from the Allottee/Purchaser as per the Payment Schedule as under :-

I. 10% Booking Amount
II. 10% At the time of Agreement to Sale.
III. 20% At The Time of Plinth Level
IV. 25% At The Time of First Slab
V. 20% At The Time of Brick Work.
VI. 10% At The Time of Flooring
VII. 5% At The Time of Handing Over of Possession

4. That, on completion of the Flat/Shop, the purchaser shall be given intimation by the Owner/Builder and within a **15 days** from the said intimation the purchaser will have to pay all the dues towards the price of the Flat/Shop, GST and other applicable cess, payment for electricity connection, electricity infrastructure charges and payment relating to extra items and get the Sale Deed executed in his/her/their favour at his/her/their own cost and take the possession of the Flat/Shop.
5. That the subject to the terms of this Agreement and the Owner/Builder abiding by the construction mile stones, the Allottee/Purchaser shall make all payments, on demand by the Owner/Builder , 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 **M/s Jagrut Sara Associates**. The Owner/Builder herein on due date / or on reaching aforesaid construction milestone / stage as mentioned here in above, shall intimate the amount payable in writing or by digital email to the Allottee/Purchaser and the Allottee/Purchaser shall make payment of such due amount to the Owner/Builder within seven days from the date of such intimation. The Allottee/Purchaser herein specifically agrees that he/she/they shall pay the total consideration along with the **GST** at actual applicable and such other applicable taxes, charges etc...
6. The Owner/Builder shall confirm the final carpet area, that has been allotted to the Allottee/Purchaser 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, subject to a variation cap of (03 %) three percent. The total price payable for the said Flat/Shop shall be recalculated upon confirmation by the Owner/Builder. If there is any reduction in the carpet area and enclosed balcony area, within the defined limit then Owner/Builder shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area and enclosed balcony area allotted to Allottee/Purchaser, the Owner/Builder shall demand additional amount from the Allottee/Purchaser 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.

7. The Allottee/Purchaser authorizes the Owner/Builder 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 Owner/Builder may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Owner/Builder to adjust his payments in any manner.
8. That without prejudice to the right of the Owner/Builder to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/Purchaser shall be bound and liable to pay interest at the rate of 24% per annum , with monthly rests, on all amounts which become due and payable by the Allottee/Purchaser to the Owner/Builder 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 Owner/Builder under this Agreement, nor shall it be construed as condonation of delay by the Owner/Builder. The amount of interest may be informed to the Allottee/Purchaser from time to time or on completion of the said Project and the Allottee/Purchaser

has/have agreed to pay the same as and when demanded before the possession of the said Flat/Shop.

9. Without prejudice to the right of Owner/Builder to charge interest in terms of above mentioned clause, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Owner/Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of instalments, the Owner/Builder shall at his own option, may terminate this Agreement:

   Provided that, Owner/Builder shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, 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/Purchaser fails to rectify the breach or breaches mentioned by the Owner/Builder within the period of notice then at the end of such notice period, Owner/Builder shall be entitled to terminate this Agreement.

   Provided further that upon termination of this Agreement as aforesaid, the Owner/Builder shall refund the amount till then received from the Allottee/Purchaser without any interest thereon within a period of 30 days, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh 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/Purchaser, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST or any other taxes charged by the Owner/Builder to the Allottee/Purchaser till the date of such termination and the Owner/Builder herein shall be entitled to deal with the said Flat/Shop with any prospective buyer.

Delay in issuance of any reminder/s or notice/s from the Owner/Builder shall not be considered as waiver of Owner/Builder absolute right to terminate this Agreement. For whatsoever reason if the Allottee/Purchaser herein, without any default or breach on his/her/their part or on the part of the Owner/Builder , desire to terminate this agreement/ transaction in respect of the said Flat/Shop then, the Allottee/Purchaser herein shall issue a prior written notice to the Owner/Builder informing the intention of the Allottee/Purchaser to terminate this Agreement and on such receipt of notice the Owner/Builder herein shall be entitled to deal with the said Flat/Shop with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Owner/Builder 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/Purchaser shall be entitled to receive the refund of the amount till then paid by the Allottee/Purchaser to the Owner/Builder without any interest thereon within a period of six months, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh 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/Purchaser, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST and LBT charged by the Owner/Builder to the Allottee/Purchaser till the date of such termination.

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

10. The Owner/Builder shall have first and permanent lien and charge upon the said Flat/Shop and the right, title and interest of the Allottee/Purchaser therein for all moneys due and payable by the Allottee/Purchaser to the Owner/Builder under this agreement.
11. The Owner/Builder shall construct on the said property the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/Purchaser prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Owner/Builder in their absolute authority may consider expedient. Provided that the Owner/Builder shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.
12. The Owner/Builder 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 Owner/Builder shall, before handing over possession of the said Flat/Shop to the Allottee/Purchaser obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Flat/Shop. The terms, conditions, stipulations and restrictions imposed by the concerned authorities at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/Purchaser herein and all Allottee/Purchaser of the Flat/Shop of the said Project and Owner/Builder .
13. The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

a. The Owner/Builder agrees and understands that timely delivery of possession of the Flat/Shop is the essence of this Agreement. Subject to receipt of total consideration and dues of the Owner/Builder and taxes thereon are paid by the Allottee/Purchaser in respect of the said Flat/Shop on time, in terms of these presents, the Owner/Builder , based on the approved plans and specifications, assures to handover possession of the said Flat/Shop **on or before 31.12.2020.** Provided that the Owner/Builder shall be entitled to reasonable extension of time as agreed by and between the Allottee/Purchaser and the Owner/Builder for giving possession of the Flat/Shop 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 Flat/Shop 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 or due ban on construction due to shortage of sand or water etcetera by local body the Allottee has committed any default in payment of instalment as mentioned here in above (without prejudice to the right of the Owner/Builder to terminate this agreement mentioned herein above), any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee/Purchaser, non-availability of steel, cement or any other building materials, water or electric supply, any delay on the part of the Office of the Collector, Aurangabad or any other Public Body or Authority, including the MSEDCL, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Owner/Builder on the said land, any other reasons beyond the control of the Owner/Builder or ("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 Owner/Builder 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/Purchaser agrees that the Owner/Builder shall be entitled to the extension of time for delivery of possession of the Flat/Shop, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Owner/Builder to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Builder shall refund to the Allottee/Purchaser the entire amount received by the Owner/Builder from the Allottee/Purchaser within 30 days' from that date. After any refund of the money paid to the Allottee/Purchaser, Allottee/Purchaser agrees that he/she/they shall not have any rights, claims etc. against the Owner/Builder and that the Owner/Builder shall be released and discharged from all its obligations and liabilities under this Agreement.

c. The Allottee/Purchaser 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 Flat/Shop shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Flat/Shop and he can cohabit in the said Flat/Shop. However if the Owner/Builder is not allowed by the Allottee/Purchaser 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 Owner/Builder .

d. The Owner/Builder, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/Purchaser intimating that, the said Flat/Shop is ready for use and occupation. The Allottee/Purchaser herein shall inspect the said Flat/Shop 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 Owner/Builder as per terms and conditions of this Agreement and take the possession of the said Flat/Shop within 15 days' from the date of written intimation issued by the Owner/Builder to the Allottee/Purchaser herein. The Owner/Builder agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Builder. The Allottee/Purchaser agrees to pay the maintenance charges as determined by the Owner/Builder body of the Allottee/Purchasers/association of Allottee/Purchasers, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/Purchaser to apply and get necessary services the same shall not be undertaken by the Owner/Builder and the Allottee/Purchaser shall be solely responsible for the same.

e. Upon receiving a written intimation from the Owner/Builder as stated hereinabove, the Allottee/Purchaser shall take possession of the said Flat/Shop from the Owner/Builder by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Owner/Builder shall give possession of the said Flat/Shop to the Allottee/Purchaser. In case the Allottee/Purchaser fails or commits delay in taking possession of said Flat/Shop within the time provided hereinabove, such Allottee/Purchaser 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 Flat/Shop and the Owner/Builder shall not be liable for the maintenance, wear and tear of the said Flat/Shop.

f. After obtaining the occupancy certificate and handing over physical possession of the said Flat/Shop to the Allottee/Purchaser, it shall be the responsibility of the Owner/Builder to handover the necessary documents and plans, including common areas, to the association of the Allottee/Purchaser or the competent authority, as the case may be, as per the local laws. Further that the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the properties mentioned in the **Schedule No. A & B** shall be on the Owner/Builder up and until the conveyance of the same as envisaged hereinafter.

g. Except for occurrence of the events stating herein above, if the Owner/Builder fails to complete or is unable to give possession of the said Flat/Shop; (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 Owner/Builder on account of suspension or revocation of the registration under the said Act; or for any other reason; the Owner/Builder shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser 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 Flat/Shop by deducting applicable taxes and charges, with the interest as specified in the Rules of the said Act with the interest as per State Bank of India highest Marginal cost of Landing rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act, within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee/Purchaser does not intend to withdraw from the said Project, the Owner/Builder shall pay the Allottee/Purchaser interest as specified in the Rules of the said Act, on all amounts paid by the Allottee/Purchaser,

for every month of delay, till handing over of the possession of the said Flat/Shop.

14. Time is an essence of this Agreement for the Owner/Builder as well as the Allottee/Purchaser. The Owner/Builder shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Builder as provided hereinabove ("Payment Schedule" above for brevity).

15. If within a period of **05 years** as specified in the Rules of said Act, the Allottee/Purchaser from the date of handing over the said Flat/Shop or within 15 days from the date of intimation by the Owner/Builder to take the possession of the said Flat/Shop whichever is earlier, brings to the notice of the Owner/Builder any structural defect in the Flat/Shop or the building in which the Flat/Shop is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Owner/Builder at its own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Owner/Builder, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/Purchaser shall not carry out any alterations of the whatsoever nature in the said Flat/Shop/Passage/Balcony/Parking area or any place 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 Allottee/Purchaser 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 Owner/Builder the defect liability automatically shall become void.

16. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Owner/Builder, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat/Shop by the Occupants, vagaries of nature etc.
17. That it shall be the responsibility of the Allottee/Purchaser to maintain his Flat/Shop in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat/Shop are regularly filled with white cement / epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Owner/Builder to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/Shop or Building, and if the annual maintenance contracts are not done/ renewed by the Allottee/Purchaser the Owner/Builder shall not be responsible for any defects occurring due to the same.
18. 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/Shop and the common project amenities wherever applicable.
19. That the Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the entire 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. Provided further that any deviation in

usage/maintenance of the said Flat/Shop in contravention to User Manual shall amount to default on part of the Allottee/Purchaser towards proper maintenance of the residential cum commercial building and the Allottee/Purchaser shall not be entitled to claim any compensation against defect liability from the Owner/Builder. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser, it shall be necessary to appoint an expert who shall be a nominated experienced & qualified 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 said Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/Purchaser shall permit the Owner/Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

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

21. The Owner/Builder hereby represents and warrants to the Allottee/Purchaser as follows:

i. The Owner has clear and marketable title with respect to the said Property; as declared in the title certificate /report

annexed to this agreement and the Owner/Builder 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 Owner/Builder 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;

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 Owner/Builder 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 Owner/Builder 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/Purchaser created herein, may prejudicially be affected;

vii. The Owner/Builder has not entered into any agreement for sale and/or any other agreement / arrangement orally or in writing with any person or party with respect to the said Property, including the Project and the said Flat/Shop which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement; other than the encumbrances mentioned in Title Report.

viii. The Owner/Builder confirms that the Owner/Builder is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee/Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance of the structure to the association of Allottee/Purchasers the Owner/Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;

x. The Owner/Builder 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 Owner/Builder in respect of the said Property and/or the Project except those disclosed in the title report.

22. The Allottee/Purchaser or himself/themselves with intention to bring all persons into whosoever hands the said Flat/Shop may come, hereby covenants with the Owner/Builder as follows :-

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

ii. Not to store in the Flat/Shop 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/Shop 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/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Owner/Builder to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser 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 Flat/Shop 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 Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop 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/Shop 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/Shop without the prior written permission of the Owner/Builder .

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 Flat/Shop 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 Flat/Shop in the compound or any portion of the said Property/Project Land and the building in which the Flat/Shop is situated.

vii. Pay to the Owner/Builder within fifteen days of demand by the Owner/Builder , 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/Shop 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 Flat/Shop by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

ix. The Allottee/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/Shop until all the dues payable by the Allottee/Purchaser to the Owner/Builder under this Agreement are fully paid up.

x. The Allottee/Purchaser shall observe and perform all the rules and regulations may adopt 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/Shop 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 and also adhere the bylaws as mentioned in Deed of Declaration **U/s. 2-a Maharashtra**

Apartment Ownership Act 1970. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Owner/Builder regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottee/Purchaser shall not be entitled to claim possession of the said Flat/Shop until the Occupation / Completion Certificate is received from the local authority and the Allottee/Purchasers has paid all dues payable under this Agreement in respect of the said Flat/Shop to the Owner/Builder and has paid the necessary maintenance amount/deposits, GST and other applicable Cess and other taxes payable under this Agreement.

xii. That the Allottee/Purchaser shall indemnify and keep indemnifying the Owner/Builder 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/Purchaser.

xiii. That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Owner/Builder and the Allottee/Purchaser and the same shall be paid by the Allottee/Purchaser as agreed mutually.

xiv. That nothing herein contained shall constitute as entitling the Allottee/Purchaser any right on any of the adjoining, neighbouring 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/Purchaser to the Owner/Builder in this regards.

xv. That, from the date of possession of Flat/Shop, the Allottee/Purchaser will be bound to pay all the taxes of local authority and other taxes attributable to the Flat/Shop purchased by him, whether assessed separately or not. Similarly from the date of sale deed or possession whichever is earlier, the Allottee/Purchaser is liable to pay common

maintenance charges without any demur, either he may use or not use the said Flat/Shop personally or through anybody claiming through him. **However Owner/Builder not liable or responsible to pay any contribution towards unsold flats/Shops in any situation.**

xvi. That the Allottee/Purchaser will also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour. That the purchaser of **Shop** is liable to pay **Rs._____/-_____**, purchaser of **Flat** is liable to pay **Rs._____/-_____-** towards one time initial corpus fund for common maintenance **deposit**, this amount collected and deposit in separate account and Owner/Builder have no concern with the same and in addition to this, the Purchaser is liable to pay monthly contribution of **Rs._____/-** without any demur. The Owner/Builder will do common maintenance of the project only for **06 months** from the date of first possession handover to any of the purchaser in the project and after 06 Months, all the Allottee/Purchaser's shall do the work of maintenance work on their own, even they use or not use the said unit and Owner/Builder will not be responsible in any manner.

23. The Allottee/Purchaser 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/Purchaser 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 Owner/Builder , the Allottee/Purchaser has agreed to purchase the said Flat/Shop from the Owner/Builder .

24. The CIDCO will provide potable water in Waluj Mahangar-1 locality, however Owner/Builder will apply for water connection at the time completion of project and before handing over possession of residential units, till the period Owner/Builder will provided water through 3 bore well's on which motor installed and at present sufficient water available, in case in future any shortage of water in that situation all the Allottee/Purchaser shall make arrangement at

their own cost. The Owner/Builder shall not be in any way responsible for non-supply or inadequate supply of water to the Project.

25. The Allottee/Purchaser shall not use or permit to be used the said Flat/Shop 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 or at any time thereafter.
26. The Allottee/Purchaser shall not let, sublet, transfer, assign or part with the possession of the said Flat/Shop or any part thereof nor shall the Allottee/Purchaser create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Flat/Shop or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/Purchaser in any manner whatsoever until entire consideration and all dues, taxes and GST at actual etc. payable by the Allottee/Purchaser under this agreement are paid in full and only if the Allottee/Purchaser 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 Owner/Builder to whom the said Property/Project Plots and the said Building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.
27. That after the Owner/Builder executes this Agreement he shall not mortgage or create a charge on the said Flat/Shop 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/Purchaser who has/have taken or agreed to take such Flat/Shop.
28. If the Allottee/Purchaser is purchasing the said Flat/Shop from the Owner/Builder for investment purpose, then the Allottee/Purchaser shall be entitled to sell the said Flat/Shop even during the construction stage to any person of own choice. The Owner/Builder shall issue in his favor necessary No-Objection Certificate to that effect and also shall co-

operate the Allottee/Purchaser in that regard, provided i) the Allottee/Purchaser pays entire consideration amount to the Owner/Builder before so selling the said Flat/Shop , and ii) the subsequent Allottee/Purchaser of the said Flat/Shop absolutely consents to abide by all terms and condition of this Agreement and also Deed of Declaration executed by Owner/Builder for all purposes and unconditionally agrees to stand in the shoes of the Allottee/Purchaser.

29. The Allottee/Purchaser prior to the execution hereof has/have perused (a) all the documents under which the Owner/Builder acquired the ownership rights in respective portions of the said Property, (b) all documents under which the Owner/Builder acquired title and ownership rights over the said Property and to sell the Flat/Shop constructed by the Owner/Builder 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.
30. The Owner/Builder shall maintain a separate account in respect of sums received by the Owner/Builder from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
31. The Owner/Builder hereby declares that as per the prevailing Development Control Regulation the total FSI in respect of the said Plot no. 2 admeasuring 10036.3 Sq.Mt., as per permission granted by CIDCO Aurangabad consumed FSI admeasuring 9703.611Sq.Mt. and balance FSI 332.689 Sq.Mt**. and** Owner/Builder will purchase TDR/FSI and out of which two flatted building will be constructed on area shown as Proposed Future Construction.
32. The Allottee/Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of

commercial as well residence only. He shall use the parking space only for purpose of keeping or parking vehicle only.

33. The Allottee/Purchaser along with other Allottee/Purchaser(s)s of Flat/Shop shall join in forming and registering the Association or Society to or some such name as the Owner/Builder may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Owner/Builder within seven days of the same being forwarded by the Owner/Builder to the Allottee/Purchaser, so as to enable the Owner/Builder to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association or Deed of Declaration as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

_____

(Signature of the Allottee)

(I hereby give specific consent to the promoter to carry out all the revisions in sanctioned plan as per requirement and potential of entire housing project. I further agreed and confirm that, the open spaces, roads and other common utilities and amenities are common for entire project to be constructed on the land Gut no. 49 to the extent of 2 Hector 72 Are Situated at Village Wadgaon Kolhati Tq. & Dist. Aurangabad and Open Spaces of layout are always undivided and common for all the purposes)

34. As mentioned herein above, a single Association or Co-operative Housing Society shall be formed and registered for

the building as and when required. The Owner/Builder shall submit the application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within three months from the date on which fifty one per cent of the total number of Allottee/Purchasers in such a Flat/Shop have booked this Flat/Shop.

35. The Owner/Builder shall execute conveyance in respect of the entire undivided or inseparable land underneath all building, in favour of a Co-operative Housing Society if needed, as per applicable law's subject to force majeure or the circumstances beyond the control of the Owner/Builder and also subject to reasonable extension and also subject to the Rights of the Owner/Builder to dispose-off the remaining Flat/Shop, if any, Provided that, after conveying the title to the association of Allottee/Purchasers as mentioned in above, the Owner/Builder shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Flat/Shop or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society or Maintenance Society without any restriction on entry of the building and development of common areas: Provided further that, in such case, the Owner/Builder shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned here in above.

36. Under no circumstances, the Allottee/Purchaser or the organization of the Allottee/Purchaser shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/Purchaser including in their share of contribution in maintenance charges either to the Owner/Builder or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers, All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee/Purchaser only.

37. The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Flat/Shop shall be as under :-

1. The said Project shall be known and called as "**SARA SANGAM** ".
2. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and The **Maharashtra Apartment Ownership Act 1970 and rules there under**.
3. That Owner/Builder after completion of the said Project as per provisions of **The Maharashtra Apartment Ownership Act 1970**, the promotor will form and register Association or Co-operative society or Legal entity like Co-operative Society, Company, Association, Federation etc. Maintenance Society. The Allottee/Purchaser shall observe rules and regulations of the Society.
4. The amenities/facilities, common areas and rights of ways et cetera as enlisted in Annexure-I shall be enjoyed by all the Allottee/Purchasers of said Project jointly, unless the Owner/Builder has provided otherwise. After completion of the said Project the common areas and amenities/ facilities as enlisted in the Annexure-I shall be handed over by the Owner/Builder Allottee/Purchaser and they shall maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the respective Shop/Flat Purchasers.
5. Under no circumstances, the Allottee/Purchaser 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/Purchaser either to the Owner/Builder or to any other agencies or authorities are actually paid by the Allottee/Purchaser.

38. The Owner/Builder shall give membership of the Allottee/ Purchaser only on receiving entire consideration and/ or other dues and deposits from him. Further the Allottee/

Purchaser shall sign necessary forms, papers and documents as per the direction of the Owner/Builder as and when required by the Owner/Builder .

(vi) That the purchaser of **Shop** is liable to pay **Rs.500/-** _____, **and Flat** purchaser is liable to pay **Rs.100/-** per month on account of corpus amount towards common maintenance charges payable within 15 days from the date of letter of offering possession of the said Flat/Shop to meet the common expenses i.e. common taxes, fees, electricity charges, all CIDCO or Local Authorities, sanitary and other utility services, garden and other services and amenities of the said Property / Project Land and in the building/s standing thereon and the said Property/Project Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/Purchaser shall not withhold any payment of the amount demanded by the Owner/Builder under this clause on any ground whatsoever. The Allottee/Purchaser hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Owner/Builder may differ. In case actual expense exceeds the estimate the Owner/Builder shall be entitled to demand additional amount towards such short fall.

The Allottee/Purchaser admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Owner/Builder or. The Allottee/Purchaser shall not be entitled to any interest on sums so paid.

39. It is explicitly and irrevocably agreed, by the Allottee/Purchaser that this purchase by the Allottee/Purchaser is as joint Tenants and not Tenants in common. Hence, in the event of death of any of the

Allottee/Purchaser on receipt of intimation thereof with required evidencing documents, by the Joint Allottee/Purchaser, the name of such deceased Allottee/Purchaser shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/Purchaser and to exclusion of any other heirs of such deceased Allottee/Purchaser. 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 Flat/Shop then it is the sole responsibility of the remaining Co-Allottee/Purchasers to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottee/Purchasers. The Owner/Builder is not responsible in any manner whatsoever for cost & consequence.

40. Any delay tolerated, indulgence shown by the Owner/Builder in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/Purchaser by the Owner/Builder shall not be considered or construed as a waiver on the part of the Owner/Builder of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/Purchaser nor shall the same in any manner prejudice the rights of the Owner/Builder .

41. 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/Shop or of the said Property and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Owner/Builder , until the conveyance is made in favour of the society, as envisaged hereinbefore. It is further certifies that the Developer/Builder already submitted this project **SARA SANGAM** to Apartment Ownership Act 1970 by executing Deed of Declaration U/s. 2 A of said act, as per provisions of 10 (2) **Maharashtra Ownership Flat** (Regulation of the promotion of. 3. construction, sale, management and transfer) **Act**, 1963, If any property consisting of building or

buildings is constructed or to be constructed 2 [and the promoter submits such property to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and registering a Declaration as provided by that Act] then the promoter shall inform the Registrar as define in the Maharashtra Co-operative Societies Act, 1960, accordingly; and in such cases, it shall not be lawful to form any co-operative society or company. In view of these legal position the Owner/Builder if necessary will execute conveyance if favour of propose Association or society or apex body as and when required.

42. The Allottee/Purchaser shall not any time demand partition of his/her/their interest in the said Flat/Shop 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/Purchaser in the said Flat/Shop and/or in the said Property/Building are impartible and it is agreed that the Owner/Builder shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Flat/Shop in favour of the Allottee/Purchaser except as is herein expressly provided.

43. All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Property / Building and/ or the said Flat/Shop and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/Purchaser. The Allottee/Purchaser hereby undertake to indemnify and keep the Owner/Builder indemnified all the time and keep the Owner/Builder harmless from all losses that may be suffered by the Owner/Builder on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/Purchaser.

44. 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 et cetera under concerned Acts/Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipment's used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/Purchaser on demand at any time without rendering either the Owner/Builder liable in this behalf in any manner whatsoever. In such an event the Owner/Builder shall have the right to recover/collect, such taxes, duties by the Allottee/Purchaser.

45. The Allottee/Purchaser hereby agrees that till the management of the said Building of the said Project is handed over to all the Allottee/Purchasers participating in the said Project, the Owner/Builder shall be entitled to look after day to day maintenance of the said Project/Building to be constructed on the said Property up to 06 Months from handing over 1st possession of Flat/Shop.
46. The Allottee/Purchaser has willingly participated in the said Project of the Owner/Builder and Allottee/Purchaser shall pay to the Owner/Builder the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/Purchaser hereby indemnify the Owner/Builder from all losses that may be incurred by the Owner/Builder on account of such non/delayed payment and Allottee/Purchaser hereby indemnify to keep the Owner/Builder harmless and free from such losses.
47. The Owner/Builder shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.
48. All notices to be served on the Allottee/Purchaser in connection with this Agreement shall be deemed to have been duly served on the Allottee/Purchaser if sent to any one of the Allottee/Purchaser by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Allottee/Purchaser:-

_____

_____

_____

Notified Email ID: _____

49. All notices to be served on the Owner/Builder in connection with this Agreement shall be deemed to have been duly served on the Owner/Builder if sent by Registered Post/ Speed Post at their following address:

Name of Owner/Builder :-

M/s. Jagrut Sara Associates A partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at office no. 1to 9, 'A' wing Narayan Plaza , Cannought Place, Aurangabad. Notified Email ID: _____@gmail.com.

It shall be the duty of the Allottee/Purchaser and the Owner/Builder 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 Owner/Builder or the Allottee/Purchaser, as the case may be. Further, that in case there are Joint Allottee/Purchasers all communications shall be sent by the Owner/Builder to the Allottee/Purchaser whose name appears first and at the address given by his/him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchaser.

50. The Allottee/Purchaser shall pay adequate stamp duty, registration charges and present this Agreement as well as Sale Deed at proper registration office within the time limit prescribed by the Registration Act and the Allottee/Purchaser

and the Owner/Builder shall attend such office and admit execution thereof.

51. In case the Allottee/Purchaser mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/Purchaser herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Allottee/Purchaser agrees to do so without holding the Owner/Builder responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

52. 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 Flat/Shop .

53. 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/Purchaser of the said Flat/Shop, in case of a transfer, as the said obligations go along with the said Flat/Shop for all intents and purposes. Further, the Allottee/Purchaser 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 Owner/Builder in turn for which no conveyance has occurred to the ultimate body of Flat/Shop Allottee/Purchasers expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/Purchaser to the Owner/Builder for the same; save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the

Owner/Builder to the Allottee/Purchaser for which consideration has been dispensed.

54. 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.
55. Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchasers in said Project, the same shall be in proportion to the carpet area plus enclosed balcony area (if any) of the said Apartment to the total carpet area plus total balcony area (if any) of all the Apartments of the said Project, such area is called as Sharing area.
56. 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.
57. 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.
58. 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.

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

60. The Owner/Builder has handed over Search Report and Title Opinion to the Allottee/Purchaser separately as per provisions of the said Act and the contents of the said Search Report forms part and parcel of this Agreement.

61. 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/Purchaser.

SCHEDULE "A"

That all the part and parcel of the Property Plot No. 02, totally admeasuring 10036.3 Sq.Mt., forming part of land Gut no. 49, Situated at Wadgon Kolhati, Aurangabad, bounded by :

Towards East : 18.00 Meter wide DP Road
Towards West : Area of Dispensary & Library
Towards North : Other's Property
Towards South : 18.00 Meter wide DP Road

SCHEDULE- B

All that part and parcel of Flat/Shop bearing No. _____, admeasuring _____ Sq.Mt. Carpet area, _____ Sq.Mt. enclosed balcony, _____ Sq.Mt. Open Balcony, _____ Sq.Mt. Open Terrace on _____ Floor, (_____ % common Area) **BHIMA B-Type Apartment** in **SARA SANGAM** as a unit cost constructed on above property, bounded by:

Towards East :
Towards West :
Towards North :
Towards South :

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

OWNER/BUILDER

M/s. Jagrut Sara Associates

Through its authorised Partners :-

Mr. Sitaram Ratanlal Agrawal

ALLOTTEE/PURCHASER

WITNESSES :-

1.

AGE. OCC.

R/O.

2.

AGE. OCC.

R/O.

LIST OF ANNEXURE'S

ANNEXURE – A

Copy of detailed Title Cum Search report issued by Advocate _____ in respect of property Plot No. 02, totally admeasuring 10036.3 Sq.Mt., forming part of land Gut no. 49, Situated at Wadgon Kolhati, Aurangabad.

ANNEXURE –B

Copy of 7/12 extract of Plot No. 02, totally admeasuring 10036.3 Sq.Mt., forming part of land Gut no. 49, Situated at Wadgon Kolhati, Aurangabad.

ANNEXURE –C

Copy of Sanctioned Building Permission obtained from Aurangabad Municipal Corporation, Aurangabad.

ANNEXURE – C-1

Copy of Index-II of registered Deed of Declaration U/s. 2-a of Apartment ownership Act 1970.

ANNEXURE -D

Copy of Part Plan/Floor Plan in respect of Flat/Shop agreed to purchase under this agreement of sale.

ANNEXURE –E

List of Specification of construction of Apartment Building as well common area and facilities including brand and specification etc.

ANNEXURE -F

Copy of the Registration Certificate issued in respect of residential Apartment granted by The Real Estate Regulatory Authority.

ANNEXURE -G

List of items that would be covered as maintenance of project, which is not covered under defect liability.

ANNEXURE-H

List of Common Amenities to be given in said project.

RECEIPT/ACKNOWLEGEMENT

Received of and from the Allotee/Purchaser Mr._____ the sum of Rs._____/- on booking as well on execution of this agreement towards earnest money deposit or application fees.

I received all documents.

I Received amount.

Mr.
Allottee/Purchaser.

Mr.
M/s. Jagrut Sara Associates
Owner/Builder .

WITNESSES:-

1. Mr.
AGE. OCC.
R/O.

2. Mr.
AGE. OCC.
R/O.