

AGREEMENT TO SALE

BETWEEN

Shri. Nitin Anand Atkare  
Age: 39 Years, Occu: Business  
R/o Sarafa Road, Aurangabad.  
PAN No. AFCPA9674D

Through GPA

M/s. Anayata Infra  
(PAN No. ABKFA1993R)  
A Registered Partnership Firm  
Having its office at  
Office No. 4, 6 & 6, Plot No. G-8,  
Ahreyash Plaza, Town Center,  
CIDCO, Aurangabad.

Through its Partners & Authorizes Signatory

1. Mr. Arjun Ramkrishna Atkare  
Age: 33 Years, Occu: Business  
R/o Plot No. 33, Parijat Nagar, N-3,  
CIDCO, Aurangabad.  
PAN NO. AGNPA1338E

2. Shri. Pratap Anand Atkare  
Age: 36 Years, Occu: Business  
R/o Sarafa Road, Aurangabad.  
PAN No. AGQPA9505Q

Hereinafter received to as ' Land Owners/Owner/s',  
(Which expression shall unless repugnant to the context or meaning thereof be deemed to include his  
heirs, executors and administrators)

AND

M/s. Anayata Infra  
(PAN No. ABKFA1993R)  
A Registered Partnership Firm  
Having its office at  
Office No. 4, 6 & 6, Plot No. G-8,  
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1. Mr. Arjun Ramkrishna Atkare  
Age: 33 Years, Occu: Business  
R/o Plot No. 33, Parijat Nagar, N-3,  
CIDCO, Aurangabad.  
PAN NO. AGNPA1338E



2. Shri. Pratap Anand Atkare  
Age: 36 Years, Occu: Business  
R/o Sarafa Road, Aurangabad.  
PAN No. AGQPA9505Q

hereinafter referred to as "the Promoter/Developer of the One Part

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

AND

Mr. \_\_\_\_\_  
R/o \_\_\_\_\_,  
\_\_\_\_\_

hereinafter referred to as " the Flat/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. That Mr. Nitin Anand Atkare has become the owner & possessor of the property land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad vide Registered Partition Deed bearing No. 5109 dtd., 26.12.1997 & its Registered Correction Deed bearing No. 1532 dated 06.04.1998.
2. That M/s. Anayata Infra through its partners Mr. Arjun Ramkrishna Atkare & Shri. Pratap Anand Atkare have entered into the Registered Development Agreement bearing No. 1535 dated 19.03.2018 with Mr. Nitin Anand Atkare in favour of with respect to land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad.
3. That Mr. Nitin Anand Atkare has also executed Registered Power of Attorney bearing No. 1536 dated 19.03.2018 in favour of M/s. Anayata Infra through its partners Mr. Arjun Ramkrishna Atkare & Shri. Pratap Anand Atkare, in support of the Development Agreement, with respect to land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad.
4. That the Additional Tahsildar, Aurangabad, vide Sanad bearing No.37 dated 25.04.2018 issued in the name of Mr. Nitin Anand Atkare, has converted the land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad, U/s 42-A, of The Maharashtra Land Revenue Code, for non-agriculture use.
5. That the Municipal Corporation Aurangabad, vide its Commencement Certificate bearing file No. 1121/17/2017-18 dated 28.03.2018 issued in the name of Mr. Nitin Anand Atkare, has granted permission for construction of flatted building on the land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad.
6. That the Dy. Engineer, Town Planning Municipal Corporation Aurangabad, has approved the Map of Construction submitted by Mr. Nitin Anand Atkare, with respect to land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad.



NAME OF THE PROJECT

"LAXMINARAYAN APARTMENT"

DETAILS OF THE PROJECT

Number of Units : 33

Number of Wings: 2

Number of Floors : 5

Name of the Building: "Laxminarayan Apartment"

Description of Plot on which the building is constructed

Land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad

SCHEDULE - B

"Laxminarayan Apartment"

AREA STATEMENT

AND WHEREAS 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 flats 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 flats to receive the sale price in respect thereof;

AND WHEREAS the Flat Purchaser demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Flat 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 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 flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', 'B' & 'C', respectively.

The Flat 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.

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 Purchaser applied to the Promoter/Developer for allotment to the Flat Purchaser of Flat No. ---, having carpet area admeasuring ---- Sq. Meter, on ----- Floor,-in the building known as "LAXMINARAYAN APARTMENT" constructed on Land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, 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 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 agreed to be sold by the Promoter/Developer to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Flat 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 to the Flat 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 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 Purchaser hereby agreed to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell the Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor,-in the building known as "LAXMINARAYAN APARTMENT" constructed on Land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad as shown in the Floor plan thereof hereto annexed and marked Annexure D/Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor,-in the building known as "LAXMINARAYAN APARTMENT" constructed on Land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad. Building (hereinafter referred to as "the Flat") 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 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                                                                                     |
| 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/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/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/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/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/Unit to the Unit/Flat/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 handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Units.

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 by the Promoter/Developer in favour the Purchaser.
4. The Flat 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 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.
5. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat 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 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 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 Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter/Developer but the Promoter/Developer shall not be liable to pay to the Flat 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 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 are those that are set out in Annexure 'E' annexed hereto.
7. The Promoter/Developer shall give possession of the Flat to the Purchaser on or before 31.12.2020. If the Promoter/Developer fails or neglects to give possession of the Flat 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 Purchaser the amounts already received by him in respect of the Flat 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 Purchaser there shall, subject to prior encumbrances if any, be a charge on the said flat as well as the construction or building in which the Flats 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 on the aforesaid date, if the completion of building in which the Flat 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 Purchaser shall take possession of the Flat within 15 days of the Promoter/Developer giving written notice to the Flat Purchaser intimating that the said Flats 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 Purchaser, the Unit/Flat 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 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 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 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 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 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 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 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 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 flats and the common project amenities wherever applicable.
- f. That the Unit/Flat Purchaser has been made aware and that the Unit/Flat 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 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 Purchaser shall use Flat or any part thereof or permit the same to be used only for purpose of Flats/Unit. He shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's.
10. The Flat Purchaser along with other purchasers of flats in the building shall join in forming Association/Society of flat Owners to be known as "LAXMINARAYAN APARTMENT" 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 Owners and for becoming a member, including the 'bye-laws of the proposed Association/Society of flat 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 Purchaser, so as to enable the Promoter/Developer to register the organization of Flat Purchaser under section 17(2) of the Real Estate (Regulation and Development) Act, 2016,. No. objection shall be taken by the Flat 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/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 document in the office of sub-registrar |
| iii          |                  | Electric Connection                                                      |
| v            |                  | Charges towards Formation of Society                                     |
| Total Amount |                  | Rs. ....                                                                 |

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

(a) To maintain the Flat /Unit at the Flat /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 /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 /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 /Unit is situated, including entrance of the building in which the Flat /Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Flat /Unit on account of negligence or default of the Flat /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 /Unit and maintain the Flat /Unit in the same condition, state and order in which it was delivered by the Promoter/Vendor to the Flat /Unit Purchaser and shall not do or suffer to be done anything in or to the Flat /Unit Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat /Unit is situated or the Flat /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 /Unit Purchaser committing any act in contravention of the above provision, the Flat /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 /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 /Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat /Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat /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 /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 /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 /Unit is situated or any part thereof whereby any increased premium shall become 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 /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 /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 /Unit by the Purchaser to any purposes other than for residential purpose.
  - (i) The Flat /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 /Unit until all the dues payable by the Flat /Unit Purchaser to the Promoter/Vendor under this Agreement are fully paid up and only if the Flat /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 /Unit Purchaser has intimated in writing to the Promoter/Vendor.
  - (j) The Flat /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 /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 /Unit is situated is executed the Flat /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 /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 /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 /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 /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 /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/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 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 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 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/Unit/Unit/Apartment.

23 The material used and the specifications adopted for the said flat are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the flat 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 Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Flat Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Association of flat Owners or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

25 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat 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 Owners.

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



- 27 The Flat 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.
- 28 All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat 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. -----
- 29 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace Flat Purchaser. The Said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter/Developer or Association of flat Owners, or as the case may be.
- 30 No unit holder of "LAXMINARAYAN APARTMENT", 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 "LAXMINARAYAN APARTMENT", Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the "LAXMINARAYAN APARTMENT", 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/flats, etc. on the exterior of the "LAXMINARAYAN APARTMENT", Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor
- 31 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 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad, bounded by.

Bounded as under :



|       |                                                                         |
|-------|-------------------------------------------------------------------------|
| EAST  | Rameshwar Nagari Building (project of Sakshshrut Builders & Developers) |
| WEST  | Gut No. 221                                                             |
| SOUTH | 9.00 Mtr Wide Road                                                      |
| NORTH | Gut No. 221                                                             |

#### SECOND SCHEDULE

Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor,-in the building known as "LAXMINARAYAN APARTMENT" constructed on Land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, 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 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad, on which the project "LAXMINARAYAN APARTMENT" 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 Mr. Nitin Anand Atkare thus get absolute, clear, good & marketable title over the property Land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad on which project namely "Laxminarayan Apartment" going to be construct and M/s. Anayata Infra through its partners Mr. Arjun Ramkrishna Atkare & Shri. Pratap Anand Atkare have involved there development rights in the said property

Place: Aurangabad  
Signature of the Advocate



Adv. Anand Umrikar

Date :

ANNEXURE B

- 1} 7/12 Extract of Gut no. 220/1 of village Harsool Tq. & Dist. Aurangabad.
- 2} Registered Partition Deed bearing No. 5109 dated 26.12.1997.
- 3} Registered Correction Deed bearing No. 15432 dated 06.04.1998.
- 4} Registered Development Agreement bearing No. 1535 dated 19.03.2018.
- 5} Registered Power of Attorney bearing No. 1536 dated 19.03.2018.
- 6} Sanad bearing No.37 dated 25.04.2018.
- 7} Commencement Certificate bearing file No. 1121/17/2017-18 dated 28.03.2018.
- 8} RERA Registration Certificate.

ANNEXURE C

**SCHEDULE - C**

SPECIFICATION OF CONSTRUCTION:-

|                 |    |                                                                                                                                                                             |
|-----------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STRUCTURE       | :- | R.C.C Frame structure.                                                                                                                                                      |
| MASONARY        | :- | External : 6 " Brick Wall.<br>Internal: 4 " Brick Wall.                                                                                                                     |
| PLASTER         | :- | External Plaster : Sand Faced Plaster.<br>Internal Plaster : Gypsum Plaster.                                                                                                |
| FLOORING        | :- | 2 x 2 tiles to all rooms.                                                                                                                                                   |
| TOILET          | :- | Ceramic Antiskid flooring and dado upto<br>lintel level.<br>Concealed internal plumbing with chromium plated<br>quality fitting and fixtures.                               |
| KITCHEN         | :- | Granite kitchen otta and glazed tile dado<br>upto lintel level with Stainless steel sink.                                                                                   |
| DOORS           | :- | Main Door : Teak Wood frame/Plywood frame<br>with decorative Laminated flush door.<br>Internal Door :Concrete frame /Plywood frame<br>with decorative Laminated flush door. |
| WINDOWS         | :- | Powder coated aluminum window in two track<br>and safety M.S.Grills.                                                                                                        |
| ELECTRIFICATION | :- | Concealed electrification with good quality                                                                                                                                 |



Switches, Power Point in kitchen and Toilet, Provision for inverter point, T.V. Point, Phone Point in living Room.

PAINTING :- External : Premium quality cement paint  
Internal : Oil bound distemper

COMMON FEATURES :- Lift with Emergency rescue Device.  
Parking Area with pavers Blocks  
Under ground water tank and Overhead Water tank.

#### ANNEXURE D

List of documents provided to the purchaser.

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

- 1} 7/12 Extract of Gut no. 220/1 of village Harsool Tq. & Dist. Aurangabad.
- 2} Registered Partition Deed bearing No. 5109 dated 26.12.1997 executed in between Anand Narayan Atkare, Vijaya Anand Atkare, Nitin Anand Atkare & Pratap Anand Atkare with respect to Gut no. 220/1 of village Harsool Tq. & Dist. Aurangabad.
- 3} Registered Correction Deed bearing No. 15432 dated 06.04.1998 to Partition Deed executed in between Anand Narayan Atkare, Vijaya Anand Atkare, Nitin Anand Atkare & Pratap Anand Atkare with respect to Gut no. 220/1 of village Harsool Tq. & Dist. Aurangabad
- 4} Registered Development Agreement bearing No. 1535 dated 19.03.2018 executed by Mr. Nitin Anand Atkare in favour of M/s. Anayata Infra through its partners Mr. Arjun Ramkrishna Atkare & Shri. Pratap Anand Atkare with respect to land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad.
- 5} Registered Power of Attorney bearing No. 1536 dated 19.03.2018 executed by Mr. Nitin Anand Atkare in favour of M/s. Anayata Infra through its partners Mr. Arjun Ramkrishna Atkare & Shri. Pratap Anand Atkare with respect to land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad.
- 6} Sanad bearing No.37 dated 25.04.2018 issued by the Additional Tahsildar, Aurangabad in the name of Mr. Nitin Anand Atkare, Land Revenue Code towards conversion of land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad, U/s 42-A, of The Maharashtra for non-agriculture use.



7} Commencement Certificate bearing file No. 1121/17/2017-18 dated 28.03.2018 issued by the Municipal Corporation Aurangabad in the name of Mr. Nitin Anand Atkare, with respect to land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad.

8} Map of Construction approved by the Dy. Engineer, Town Planning Municipal Corporation Aurangabad in the name of Mr. Nitin Anand Atkare, with respect to land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, 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<br>BY THE WITHIN NAMED<br>The Promoter/Land Owner.                                                                                                            | Signature | Photo |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------|
| Shri. Nitin Anand Atkare<br>Through GPA<br>M/s. Anayata Infra<br>Through its Partners & Authorizes<br>Signatory<br><br>1. Mr. Arjun Ramkrishna Atkare<br><br>2. Shri. Pratap Anand Atkare |           |       |

| SIGNED SEALED AND DELIVERED<br>BY THE WITHIN NAMED<br>The Promoter/Developer/Developer/s.                                                      | Signature | Photo |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------|
| M/s. Anayata Infra<br>Through its Partners & Authorizes<br>Signatory<br><br>1. Mr. Arjun Ramkrishna Atkare<br><br>2. Shri. Pratap Anand Atkare |           |       |



|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

|                                                                     |           |       |
|---------------------------------------------------------------------|-----------|-------|
| SIGNED SEALED AND DELIVERED<br>BY THE WITHIN NAMED<br>The PURCHASER | Signature | Photo |
|                                                                     |           |       |

WITNESSES

1. Mr. \_\_\_\_\_  
Occu: \_\_\_\_\_, Age \_\_\_\_ Years,  
R/o \_\_\_\_\_

2. Mr. \_\_\_\_\_  
Occu: \_\_\_\_\_, Age \_\_\_\_ Years,  
R/o \_\_\_\_\_

