

Agreement To Sale

Zone No.11.4	@ Rs.-----/- per Sq.Mtr.
Government value	
Actual consideration	Rs.-----/-
Date of execution of this Agreement	/ /
Place of execution of this Agreement	Aurangabad
BETWEEN	
Zaveri Constructions Through its Proprietor Mr. Sachin S/o.Sumatilal Zaveri Age : 43 Years Occu: Business, R/o Flat No.1,parshwanath Apartment, Johariwada, Gulmandi,Aurangabad. (Hereinafter refereed as The Promoter/Vendor/Developer of the One Part)	
AND	
1. Shri. ----- Age: 37 Years OCCU. Business R/o: 2. Shri. ----- Age: 37 Years OCCU. Business R/o: (Hereinafter refereed as The Flat Purchaser of the Other Part)	

TITLE OF THE PROPERTY
Copy of P.R.Card extracts CTS No.4314,Johariwada,Gulmandi,Aurangabad issued by Concern Authority Aurangabad. AND WHEREAS Building Permission bearing No. 947/2018-19dated 04/12/2018 issued by the Town Planning ,Municipal corporation, Aurangabad in the name of Mr . Sachin Sumatilal Zaveri in respect of property bearing CTS No.4314,Johariwada,Gulmandi,Aurangabad. That the are Residential units/Flats/Shops in the above said property being constructed and all units/Flats/shops will be known as "Zaveri Constructions "

NAME OF THE PROJECT	
" ZAVERI CONSTRUCTIONS"	
DETAILS OF THE PROJECT	
The Promoter/Vendor has proposed to construct new multistoried building of following details	
Number of Units	Total No.--
Residential Units /Flats	Total No.--
Number of Floors	Total No.--
Name of the Building	Parking +
Description of plot on which the building is constructed	CTS No.4314 area admeasuring 424.29 Sq. Meters situated at CTS No.4314,Johariwada,Gulmandi, Aurangabad

SCHEDULE – B

AREA STATEMENT "ZAVERI CONSTRUCTIONS"

Floor	Flat /Shop No.	7/12 B/up (A)	0.10 Basic (B)	0.30 Paid Prim (C)	TDR Area (D)	Total B/up M ² (A+B+C+D)	Carpet M ²	% of the undivided interest of each of unit holder in the /land common area facility

	A Wing	B Wing								

AND WHEEREAS the Promoter/Vendor 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/Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Vendor 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 Deed the Promoter/Vendor alone has the sole and exclusive right to sell the flats in the said building to be constructed by the Promoter/Vendor 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/Vendor and the Promoter/Vendor 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/Vendor, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter/Vendor 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'**, respectively.

The Flat Purchaser has/have examined the title, rights, interest, claims of the Promoter/Vendor to the said land and has seen the documents of title in the Promoter/Vendor's possession. The Purchaser has/have fully satisfied with the Promoter/Vendor'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/Vendor 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/Vendor 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/Vendor has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Flat Purchaser applied to the Promoter/Vendor for allotment to the Flat Purchaser of Flat No. ---, having carpet area admeasuring --.-- Sq. Meter & built up area admeasuring --.-- sq. meters, on ----- Floor, Wing "--", -in the building known as " **ZAVERI CONSTRUCTIONS** " constructed on CTS

No.4314 area admeasuring 424.29 Sq. Meters situated at CTS No.4314,Johari Wada,Gulmandi,Aurangbad.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of **Rs. - -----/- (Rupees ----- Lacs ----- Thousand 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/Vendor a sum of **Rs. ----- (Rupees --- Lacs ----- Thousand only)**, by cheque detailed as below :-

Sr. No.	Amount in Rupees	Cheque/RTG S No.	Date	Name of the Bank
1	-----/-	-----	----	-----

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

AND WHEREAS under section 9 of the said Act the Promoter/vendor 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/Vendor shall construct the said building/s consisting of "-" and "-" Wing consist Parking floor + -- -- floors, "-" Wing consist Parking floor + ---- 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. Provided that the Promoter/Vendor shall have to obtain prior consent in writing to the Flat Purchaser in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due change in law.
3. The Flat Purchaser hereby agreed to purchase from the Promoter/Vendor and the Promoter/Vendor hereby agrees to sell to the Flat Purchaser applied to the Promoter/Vendor for allotment to the Flat Purchaser of Flat No. ---, having carpet area admeasuring --- Sq. Meter & built up area admeasuring --- sq. meters, on ----- Floor, Wing "--", - in the building known as "Zaveri Constructions" constructed on Gut No.104 (Part) area admeasuring 1800.09 Sq. Meters situated at Gut No. 104, Pisadevi Aurangabad as shown in the Floor plan thereof hereto annexed and marked **Annexure D** Flat Purchaser applied to the Promoter/Vendor for allotment to the Flat Purchaser of Flat No. ---, having carpet area admeasuring --- Sq. Meter & built up area admeasuring --- sq. meters, on ----- Floor, Wing "--", -in the building known as "Zaveri Constructions" constructed on Gut No.104 (Part) area admeasuring 1800.09 Sq. Meters situated at Gut No.104 (Part), Pisadevi Aurangabad (hereinafter referred to as "the Flat") for the price of **Rs. -----/-- (Rupees ----- Lacs ----- Thousand 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 to that Promoter/Vendor the balance amount of purchaser price of **Rs.-----/- (Rupees ----- Lacs ----- Thousand only)** having been paid to the Promoter/Vendor on or before the 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/Row House 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 Unity Flat/Row House/Shop is located
5.		75% of the transaction price) to be paid to the Promoter on completion of the walls, internal plaster, of the building or wing in which the said Unit/Flat7Row House is located

6.		(80% of the transaction price) to be paid to the Promoter on completion of the Sanitary fittings, stair case, lift, walls, lobbies up to the floor level of the said apartment.
7.		(85% of the transaction price) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terrace with water proofing of the building or wing in which the said Unit/Flat/Row House/Shop 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, paving of areas, appertain and all other requirements as may be described in the Agreement to Sale of the building or wing in which the said apartment is located.
9.		(Remaining Amount) at the time of handing over of the possession of the Unit/Flat/Row House to the Unit/Flat/Row House/Shop Purchaser on or after receipt of occupation certificate or completion certificate.

The Promoter/Vendor 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 Flats.

4. The Promoter/Vendor 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/Vendor has/have absolute, clear and marketable title to the said land so as to enable him to on the execution of a conveyance of the said land by the Promoter/Vendor in favour of the said Society /Limited Company.

5. The Flat Purchaser agrees to pay to the Promoter/ Vendor interest at 15% per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter/Vendor under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter/Vendor.

6. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter/Vendor 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/Vendor 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 /Vendor unless and until the Promoter/Vendor 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/Vendor 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/Vendor but the Promoter/Vendor 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/ Vendor, the Promoter/Vendor, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter/Vendor may in his absolute discretion think fit.

7. 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/Vendor in the said building and the Flat are those that are set out in Annexure 'E' annexed hereto.
8. The Promoter/Vendor shall give possession of the Flat to the Purchaser on or before ----- . If the Promoter/Vendor 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 /Vendor 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 a rate as may be prescribed by the Housing Regulatory Authority per annum from the date the Promoter/Vendor received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that disputes as to whether stipulations specified in the Act. Till the entire amount and interest thereon is refunded by the Promoter/Vendor 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/Vendor 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
iv)	Delay by Government officials in giving the Occupancy Certificate
v)	In any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project
vi)	Delay in grant of any OC/permission/license/ connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road/Fire Fighting Equipments
vii)	Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project

9. The Flat Purchaser shall take possession of the Flat within 15 days of the Promoter/Vendor giving written notice to the Flat Purchaser intimating that the said Flats are ready for use and occupation:

The Purchaser can contact the Developer in writing within one year of technical possession to demand after self service if any deficiency in the project noticed like plumbing defects, leakages.

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.

- b. Provided however, that the Unit/ Flat Purchaser/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.
10. The Flat Purchaser shall use Flat or any part thereof or permit the same to be used only for purpose of

Residential use only. He shall use the garage or parking space only for purpose of keeping or parking only.

11. The Flat Purchaser along with other purchasers of flats in the building shall join in forming and registering the Society or a Limited Company to be known as ----- 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 the registration of the Society or Limited Company and for becoming a member, including the 'bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Vendor within 15 days of the same being forwarded by the Promoter/Vendor to the Flat Purchaser, so as to enable the Promoter /Vendor 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, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies, or the Registrar of Companies /Association as the case may be, or any other Competent Authority.
12. Within 15 days after notice in writing is given by the Promoter/Vendor to the Flat Purchaser that the Flat is ready for use and occupation, the Flat purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the Flat) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses

necessary and incidental to the management and maintenance of the said land and building/s.

Until the Society /Limited Company/ Association is formed and the said land and building/s transferred to it, the Flat Purchaser shall pay to the Promoter/Vendor such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoter/Vendor provisional monthly contribution of Rs. 1000/- Per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter/Vendor shall not carry any interest and remain with the Promoter /Vendor until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid Subject to the provisions of section 19 (6), (7), (8), (9), (10) & (11) of **the Real Estate (Regulation and Development) Act, 2016**, on such conveyance/ assignment of lease being executed the aforesaid deposits (less deductions provided for this Agreement shall be paid over by the Promoter/Vendor to the Society or the Limited Company, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution month in advance and shall not withhold the same for any reason whatsoever.

The Developer in compliance of the provisions of Apartment Ownership Act, 1970 has executed the deed of declaration U/2-A of the said act and subject thereto, it is hereby expressly agreed and declare that the purchasers of all the flats and premises in the said building including the purchaser herein shall join and form an association as contemplated by the said act and the purchaser agrees to join such association or society, on the completion of the building and receipt by the Developer of the full price of all

the flats/ car parking places and other presses in the said building under this and similar agreements in respect thereof and all the charges and deposits payable each purchaser to the Developer under this agreement and similar agreements with other apartment purchasers the Developer shall convey and assign all his rights, title and interest in each apartment to each purchaser including the purchaser herein free from all encumbrances. All the legal expenses including the expenses of stamp duty and Registration Charges will be borne by the purchaser alone.

It is clearly understood by the purchaser that, the Maharashtra Apartment Ownership Act, 1970, extends to the whole of state of Maharashtra. The said Act came in to the force in such areas on such dates as the State Govt. may, by Notification in the official Gazette appoint and different dates may be appointed for different areas. The said Act is applicable within the limits of Municipal Corporation, Aurangabad.

It is clearly understood by the purchaser that the Developer has submitted his project to the provisions of Maharashtra Apartment Ownership Act, 1970. The Maharashtra Legislature has passed two Acts of 1963 & 1970, governing the ownership flats, but their functions, field of operations are different and the difference is as below :

The Flat Ownership Act, 1963 namely relates the flat owners who form co-op. Hsg. Society, while the flat owners under the Apartment Ownership Act, 1970 are independent owners of their flats & not subject to any body like a society. The condominium form by the Association of the Flat owners is only for regulating their mutual relations and has no existence like Co-op. Society. The Flat Ownership Act, 1963 & the Maharashtra Apartment Ownership Act,

1970, are not exclusively of each other but they are complementary to each other.

The Developer shall be the promoter in respect of the said construction work within the meaning of the Maharashtra Apartment Ownership Act, 1970. The Promoter has already submitted the project to the provisions of the Maharashtra Apartment Ownership Act 1970, by executing the registered Deed of Declaration. After issuance of the completion Certificate by the Aurangabad Municipal Corporation, the Promoter shall execute the Deed of Apartment/Sale Deed in favour of the each of the Flat/unit Purchaser & each of the apartment/Flat/Unit owner shall be entitled to the exclusive ownership & possession of his apartment/Flat/unit as provided in the Maharashtra Apartment Ownership Act, 1970, in such cases it shall not be lawful to form any co-op society under the Maharashtra Co-Op Societies Act 1960 or 1963. The Promoter under this agreement & the proposed Registered Deed of Apartment/Sale Deed has transferred the undivided proportionate title in the common areas in favour of the each of the unit /Apartment/Flat Purchaser as well as in favour of the Association of flat owners hence no independent/separate Conveyance Deed is required to execute in favour of the Association of flat owners. The Promoter under this Agreement has already handed over all the project documents & Plans, proportionate title in the common areas to the Purchaser as well as to the Association of the Flat/Apartment/Unit Owners.

On and from the appointed day, the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963, has repealed by the Maharashtra Housing

(Regulation and Development) Act 2012 (MOFA Act) & the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) is repealed by the Real Estate (Regulation and Development) Act 2016 (RERA Act). The Maharashtra Apartment Ownership Act 1970, has not been repealed. However, in case of inconsistent provisions, the provisions of the RERA Act shall prevail.

It is agreed in between the parties that after formation of the elected body of the Apartment Owner's Association, the promoter shall inform the Registrar of Societies, as defined in the Maharashtra Apartment Ownership Act, 1960, as soon as possible.

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 becomes available at any time the Developer will be entitle if the Developer/Promoter wants to amend the Deed of Declaration in that event 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.

There is provision of covered parking on Ground Floor for the flat holders of the each of the building of the project and it will be allotted to the flat owners of each building by drawing lots by the association of respective building.

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.

13. The Flat 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
1.	-----	for legal Charges
2.	At actual	for proportionate share of taxes and other charges
3.	At actual	Electric Connection
4.	At actual	Charges towards Water Connection
5.	At Actual	GST

Total Amount	Rs. -----/-	

14. The Promoter/Vendor shall utilize the sum of Rs. ----- + at actual Proportionate project Insurance charges paid by the Flat Purchaser to the Promoter/Vendor for meeting 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.
15. At the time of registration of Flat Purchaser shall pay to the Promoter/Vendor the Flat 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 .
16. 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.
17. The Flat: Purchaser/s or himself/themselves with intention to bring all persons into whosoever in hands the Flat may come, hereby covenants with the Promoter/Developer as follows:-
 - (a) To maintain the flat at the Flat Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the flat is

taken and shall not do or to be done anything in or to the building in which the Flat 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 is situated and the Flat itself or any part thereof without the consent, of the local authorities, if required.

- (b) Not to store in the Flat, 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 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 is situated, including entrance of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default: of the Flat Purchaser in this behalf, the Flat 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 and maintain the flat in the same condition, state and order in which it was delivered by the Promoter/ Developer to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Purchaser committing any act in contravention of the above provision, the Flat 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 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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: 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 without the prior written permission of the Promoter/ Developer and/or the Association of flat Owners.
- (e) Not to do or permit to be done any act or thing which may render void or avoidable any insurances of the said land and the building in which the Flat is situated or any part thereof whereby any increased premium shall becomes payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- (g) To bear and pay increase in local taxes, Water Charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government: and/or other public

authority, on account of change of user of the Flat by the Purchaser to any purposes other than for residential purpose.

- (h) The Flat 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 until all the dues payable by the Flat Purchaser to the Promoter /Developer under this Agreement are fully paid up and only if the Flat 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 Purchaser has intimated in writing to the Promoter /Developer.
- (i) The Flat Purchaser shall observe and perform all the rules and regulations which the Association of flat Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Rebuilding Rules. Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid, down by the Association of flat Owners regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (j) Till the execution of registered Sale Deed of all the Apartment/Units/Flats/Shops the building in which Flat is situated is executed the Flat Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without: workmen

and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

18. 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.
19. 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.
20. 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.
21. 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.]

22. 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. Mr. -----

2. Mrs. -----

-----,

-----, Aurangabad, 431001.

23. 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.
24. No unit holder of "ZAVERI CONSTRUCTIONS", 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 "ZAVERI CONSTRUCTIONS ", Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the " ZAVERI CONSTRUCTIONS ", Apartment Condominium. He 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/shops etc. on the exterior of the "-----", Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor

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

FIRST SCHEDULE

CTS No.4314 , area admeasuring 424.29 Sq. Meters situated at CTS No.4314,Johariwada,Gulmandi,Aurangabad, on which Tower "ZAVERI CONSTRUCTIONS" is going to be constructed.

Bounded as under :

EAST	Road
WEST	Road

SOUTH	Road
NORTH	Road

SECOND SCHEDULE

Flat No. ---, having carpet area admeasuring ----- Sq. Meter & built up area admeasuring ----- sq. meters, on ----- Floor, Wing "-", -in the building known as " Zaveri Constructions" constructed on CTS No.4314 area admeasuring 424.29 Sq. Meters situated at CTS No.4314,Gulmandi, Aurangabad

Boundaries

EAST	
WEST	
SOUTH	
NORTH	

ANNEXURE – A

Name of the Advocate	Adv. Pradeep V.Mote
Address	Plot No.215/216,Shop No.05,Ulkanagari,Garkheda,Aurangabad
Date	-----
CERTIFICATE/OPINION	
This is to Opined that we have investigated the title to the aforesaid property on the basis documents supplied by the Owner which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in my opinion the title of M/s . Zaveri Constructions through its Proprietor Mr. Sachin Sumatilal Zaveri is	

absolute, clear, good & marketable.

The Schedule Above Referred to

Amalgamated M/s .Zaveri Constructions through its Proprietor (Mr. Sachin Sumatilal Zaveri on which Tower "ZAVERI CONSTRUCITONS " is going to be constructed.)

Place : Aurangabad

Date : -----

Signature of the Advocate

ANNEXURE B

1. Copy of P.R.Card extracts CTS No.4314,Johariwada,Gulmandi, Aurangabad issued by the Concern Authority.
2. Copy of Building Permission bearing No. 947/2018-19dated 04/12/2018.
3. Copy of Registered Deed of Declaration bearing No. AGG1/1533/2019 dated 16/02/2019.
4. Copy of Registered Relinquishment Deed bearing No. AGG1/5282/2018 dated 05/10/2018.

ANNEXURE – C

Specification of Construction

Structure	Standard R.C.C. Framed Structure
Masonry	Brick Masonry 6" Thick for External & 4" Thick (Bricks or C4X)
Plaster	External Wall in Sand Faced Plaster, Internal Wall with Sanla or Putti Finish.
Flooring	Vitrified Tiles in all rooms and Balconies
Toilet & Bath Room	Glazed Tiles Dado Up to 6'6" Height for W.C.,bath room & toilet with premium quality fittings
Kitchen	Granite Top with Stainless Steel Sink & glazed tile

	Dado upto 3'3" height
Electrification	Concealed fitting with Modular Switches
Window	M.S.Fabricated grill for windows , Powder coated 3 Track Sliding window with granite window sill.
Doors	Main Door :Teak Wood Frame with Laminated Flush Door, Balcony Door :Laminated Flush Doors with Concrete frame, Internal Door :Granite Frame with laminated flush Door Toilet :Concrete frame with waterproof door
Colour	Primium quality paint for Internal & External Wall
Railling	Stainless Steel Railling for Balconys
Plumbing	Concealed in UPVC/CPVC,W.C.,Bath & Toilet
Lift	Lift of Standerd company for 4 Persons
POP	False Celling only in Living Hall
GST	AS per Rule

**COMMOM AREAS AND FACILITIES OF "Zaveri Constructions"
WILL BE AS UNDER:**

1. All that part and parcel of the land described in Schedule-A
2. Total R.C.C. Structure of the flatted buildings and common walls of Unit/Flat/Apartment/Shop.
3. Area around the flatted building as well as Unit/Flat/Apartment/Shop.
4. Compound Wall.
5. Staircase and lobby on each Floor of the flatted buildings.
6. Overhead water tank.
7. Bore well and Electric Motor thereon.
8. Plumbing and sanitation network throughout the building and septic tank.

9. Electric wiring network throughout the building.
10. Electric meter through which the electricity is supplied to the electric motor installed on the bore well and also of the lights fixed in common areas and common facilities.
11. Parking area as shown in the plans.
12. Approach road & main entrance gate.
13. Open spaces of the project
14. Area around the building.

ANNEXURE D

Description of the property documents given by the Promote/Vendor to the Flat/Shop Purchaser

1.	Copy of P.R.Card extracts CTS No.4314,Johariwada,Gulmandi, Aurangabad issued by the Concern Authority.
2.	Copy of Building Permission bearing No. 947/2018-19dated 04/12/2018 issued by Muncipal Corporation,Aurangabad in the name of Mr.Sachin Sumatilal Zaveri in respect of property bearing CTS No.4314,Johariwada,Gulmandi,Aurangabad.
3.	Copy of Registered Deed of Declaration bearing No. AGG1/1533/2019 dated 16/02/2019 executed by Mr.Sachin Sumatilal Zaveri in respect of property bearing CTS No.4314 area admeasuring 424.29 Sq. Meters situated at CTS No.4314,Johariwada,Gulmandi,Aurangabad
4.	Copy of Registered Relinquishment Deed bearing No. AGG1/5282/2018 dated 05/10/2018 executed by Mr.Sachin Sumatilal Zaveri in respect of property bearing CTS No.4314 area admeasuring 424.29 Sq. Meters situated at CTS No.4314,Johariwada,Gulmandi,Aurangabad

The photo copies of above referred Project Documents from Sr. No. 01 to 04 are handed over by the promoter/vendor to the purchaser & have acknowledged the same.

Name of the Purchaser	Signatures
Mr. -----	

Mrs. -----	
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SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Promoter/Land Owner.	Signature	Photo

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED	Signature	Photo
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The Promoter/Land Owner. M/s. ----- ----- ----- 		
SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The PURCHASER NO.1 Mr. ----- 	Signature	Photo
	Thumb	
SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The PURCHASER NO.2 Mrs. ----- 	Signature	Photo
	Thumb	

WITNESS :		Photo
Mr. _____ Occu: ____ Age____ Years, R/o. _____ _____	Signature	
	Thumb	
Mr. _____ Occu: ____ Age____ Years, R/o. _____ _____	Signature	
	Thumb	