

AGREEMENT TO SALE

This Agreement made at Aurangabad this.....day of..... in the year Two Thousand and Twenty.

BETWEEN

1. TAPADIA CONSTRUCTIONS LTD. (PAN: AABCT0347F)

Through its Director,

MR. AJAY INDERRAJ JAIN

Age - 47 Years, Occupation: Business

R/o. Plot No. 119, "Arihant", N – 3, CIDCO, Aurangabad.

(Hereinafter referred as "THE PROMOTER" which expression unless repugnant to the context and meaning thereof, shall mean and includes the Company, all its Directors, Shareholders, Assigns, Executors, etc.) of the FIRST PART

AND

1. _____ S/o _____ (PAN : _____)

Age: ____ Years, Occupation: _____

R/o _____, Aurangabad – 431001

Hereinafter called "THE ALLOTTEE" (which expression unless it be repugnant to the context or meaning thereof, be deemed to mean and include all his/her heirs, Executors, Administrators, and Assigns) OF THE OTHER PART.

WHEREAS, Tapadia Constructions Limited is the owner of all the piece and parcel of Landed property forming part of Gut No. 155 situated at Mitmita, Tq. & Dist. Aurangabad which was purchased vide sale deed bearing Day Book No. 2380 dated 31/12/2004 from four Sellers as follows : -

- i) 1 Hectare 52 Are Land from Ms. Jyotsna Suresh Patil.
- ii) 2 Hectare, 2 Are Land from Mr. Daulat Sambhaji Nangre.
- iii) 3 Hectare, 55 Are Land from Meghdoot Resorts Pvt. Ltd.
- iv) 1 Hectare 82 Are Land from Joint owners Mr. Shamji Bhanji Patel and Mrs. Manbai Narayan Patel.

AND WHEREAS, the owner prepared a Layout plan on Gut No. 155 on part of the land to the extent of 20,733 Sq. Mtrs. approved by Aurangabad Municipal Corporation vide its Layout No. 303/2015 dated 05/05/2015. Further the owner selected Plot No, 08 to 16 on the said layout and amalgamated it as per the amalgamation order AMC/NRV/SSNR/2019/2412 dated 17/12/2019 and now the said plots 08 to 16 are

treated as the row house land for the development of the residential project "Nath Park".

AND WHEREAS, the N.A. of the entire landed property is sanctioned vide No. RB/Desk-II/LND-1/149, Office of the Collector, Aurangabad Dated 23/04/1981.

AND WHEREAS the owner has obtained building permission from Aurangabad Municipal Corporation, Aurangabad vide Commencement Certificate No. 196/2019-20 and file no. 176/17/2019-20 dated 20/12/2019.

AND WHEREAS, the Owner/ Grantor is a Limited Company formed and registered under the provisions of Companies Act, 1956, having Five Directors.

AND WHEREAS, in pursuance to the terms of the said building permission, the Promoter has started the development and construction work of the project which is named as "Nath Park".

AND WHEREAS, the Promoter has also executed deed of Declaration under section 2A of Maharashtra Apartment Ownership Act, 1970 on 21/01/2020 same is registered vide day book No. 814/2020 with the Sub-registrar, Aurangabad. The Promoter has supplied to the Allottee the documents as mentioned in the Maharashtra Apartment Ownership Act and the Rules framed there under, as demanded by the Purchaser herein.

AND WHEREAS the Allottee approached the Promoter herein with a desire to purchase independent ownership row house in the said scheme known as "Nath Park" and after verification and satisfaction of the title documents, details of project, specification of Row Houses, etc., the purchaser has agreed to purchase Row House No. _____, admeasuring _____ sq. mtrs. carpet area on and upon the terms and conditions as contained herein.

AND WHEREAS the Purchaser/s covenant with the Vendor that he/she has satisfied himself/herself in respect of the ownership, title, specifications, building plans, amenities and facilities, etc. in respect of the said Row House & the entire scheme and relying upon the said undertaking and assurance of the Purchaser the Vendor herein agreed to allot to the Purchaser the said Row House No. _____, admeasuring _____ sq. Mtrs. carpet area in the said Scheme named "Nath Park".

AND WHEREAS the Promoter has entered into a standard Agreement with Mr. Santosh Sakhare who is an Architect registered with the Council of Architects having Membership No. CA/2004/34295 and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed Mr. Chaitanyi S. Bhalerao Regn. No. DDMCB/R/2020/APL/00713 who is a structural Engineer for the preparation of the

structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the project.

AND WHEREAS by virtue of ownership, the Promoter has sole and exclusive right to sell the Row Houses being constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of the Row Houses to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects, the sanctioned plans, and of such other documents related to the project.

AND WHEREAS the authenticated copies of 7/12 extract showing the nature of the title of the Promoter to the project land on which the Row House are constructed or are to be constructed have been annexed hereto and marked as 'B'.

AND WHEREAS the authenticated copies of the plans of Layout as approved by the concerned Local Authority have been annexed hereto & marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Row House agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

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 while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the carpet area of the said Row House is _____ Square Metres and "carpet area" means the net usable floor area of a row house, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said row house for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Row House for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Row House.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Row House.

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

1. The Promoter shall construct the said Row Houses consisting of Ground and First Floor on the project land in accordance with the plans, designs and specifications as approved by the Aurangabad Municipal Corporation, Aurangabad from time to time. The promoter shall also be consuming the additional available FSI/TDR by executing additional construction at any other place in the total layout for which the Allottee herewith gives his express consent.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Row House of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Row House No. _____ of the __ type __BHK having carpet area admeasuring ____ Sq. Meters in the housing project named "NATH PARK", being constructed on Land at Gut No. 155, Situated at Mitmita, Aurangabad (hereinafter referred to as "the Row House") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____/- (Rupees _____ only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ only) as advance payment as follows:-

Sr. No.	Date	Name of bank	&	chq no./Cash Amount
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1				
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2

3

TOTAL

The Allottee hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

i. Amount of Rs. _____/- (Rupees _____ only) is to be paid to the Promoter after the execution of this Agreement.

ii. Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter on completion of plinth of the Row House.

iii. Amount of Rs. _____/- (Rupees _____ only) to be paid to the Promoter on completion of slabs of the Row House.

iv. Amount of Rs. _____/- (Rupees _____ only) is to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Row House.

v. Amount of Rs. _____/- (Rupees _____ only) is to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Row House.

vi. Amount of Rs. _____/- (Rupees _____ only) is to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Type A.

vii. Amount of Rs. _____/- (Rupees _____ only) is to be paid to the Promoter on water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas and all other remaining works of the Type A.

viii. Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Row House to the Allottee on or after receipt of occupancy certificate or completion certificate.

However, the Allottee shall be entitled to deduct TDS as per Income Tax Laws from the Instalments mentioned in clause 1(c) above.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied at present and in future, in connection with the construction of and carrying out the Project and sale of the Row House payable by the Promoter) up to the date of handing over the possession of the Row House and these taxes, etc. shall be paid by the Allottee to the Promoter over and above the decided consideration as and when payable according to the

provisions of relevant statute/s.

1(e) The Total Price is escalation - free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter 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 Row House to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Row House.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Row House to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues

payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize additional Floor Space Index of _____ sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Row House based on the proposed construction and sale of Row Houses to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Row House to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of 10% of the total consideration on account of agreed

liquidated damages) within a period of thirty days of the termination, the installments of sale consideration of the Row House which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Row House as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Row House to the Allottee on or before **31/03/2025**. If the Promoter fails or neglects to give possession of the Row House to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Row House with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Row House, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Row House to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Row House within 15 days of the written notice from the promoter to the Allottee intimating that the said Row Houses are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Row House: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Row House from the Promoter by executing necessary indemnities, undertakings and

such other documentation as prescribed in this Agreement, and the Promoter

shall give possession of the Row House to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Row House to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Row House or the building in which the Row House 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Real Estate (Regulation and Development) Act, 2016.

8. The Allottee shall use the Row House or any part thereof or permit the same to be used only for purpose of residence.

9. The Allottee along with other Allottees of Row Houses in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association 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 within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the rights, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Row House is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Vendor/ Lessor/ Original Owner/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that

the Row House is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Row House) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, Gardener, other maintenance staff and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution of Rs. _____/- (Rupees _____only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. _____/- (Rupees _____only) as one time maintenance charges.

(ii) Rs. _____/- (Rupees _____ only) as Annual Maintenance charge for the First Year from the date of possession.

(iii) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/ Federation/ Apex body.

(iv) Rs. _____/- for formation and registration of the Society or Limited Company/ Federation/ Apex body.

(v) The Allottee shall pay the proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body at actuals as and when demanded.

11. The Allottee shall pay to the Promoter a sum of Rs. _____/- (Rupees _____only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for

preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with

respect to the project land, including the Project and the said Row House which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Row House to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge u n d e r government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottees themselves with intention to bring all persons into whosoever hands the Row House may come, hereby covenants with the Promoter as follows :-

i. To maintain the Row House at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Row House is taken and shall not do or suffer to be done anything in or to the building in which the Row House is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Row House is situated and the Row House itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Row House any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Row House is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Row House is situated, including entrances of the building in which the Row House is situated and in case any damage is caused to the building in which the Row House is situated or the Row House on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at their own cost all internal repairs to the said Row House and maintain

the Row House in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Row House is situated or the Row House which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Row House or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Row House or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Row House is situated and shall keep the portion, sewers, drains and pipes in the Row House and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Row House is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Row House without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Row House is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Row House is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Row House by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Row House until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society

or the Limited Company or Apex Body or Federation 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 Row Houses 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Row House in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Row House is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Row House is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Row House and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the rights and interest of the Allottee who has taken or agreed to take such Row House.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Row House.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Row House, in case of a transfer, as the said obligations go along with the Row House for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Row House to the total carpet area of all the Row Houses in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in prescribed time under the Registration Act after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Aurangabad.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at

their respective addresses specified below:

Name of Allottee : _____

Notified E mail ID: _____

Promoter name : TAPADIA CONSTRUCTIONS LIMITED

1st Floor, Tapadia Terraces, Adalat Road, Aurangabad.

Notified E mail ID: tapadias@yahoo.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

In case, there are Joint Allottees and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration

The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Allottee.

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Aurangabad Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Aurangabad in the presence of attesting witness, signing as such on the day first above written.

First Schedule above referred to

Description of the property

All piece and parcel of Row House Land at Plot No. 08 to 16 forming part of layout on the landed property forming part of Gut No. 155 at Mitmita, Aurangabad admeasuring 1177.24 sq. mtrs. situated within the jurisdiction of Sub – Registrar of Aurangabad and within the territorial limits of Municipal Corporation of city of Aurangabad a housing project known as “Nath Park” and bounded as under :-

On or towards East: Remaining land in Gut No. 155, Mitmita

On or towards West: 7.50 Mtr. Wide Road

On or towards North: Remaining land in Gut No. 155, Mitmita

On or towards South: Laid out Plot No. 7.

Second Schedule Above Referred to Description of common areas and facilities

1. Roads.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: _____

At Aurangabad on _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: TAPADIA CONSTRUCTIONS LTD.

(Director)

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

SCHEDULE 'A'

Description of Row House

All the piece and parcel of ____ BHK Row House No. _____, on stilt floor admeasuring _____sq. mtrs. of Carpet area.

Bounded as:-

On or towards the East:

On or towards the West:

On or towards the South:

On or towards the North:

SCHEDULE 'B'

Floor Plan of the Row House

ANNEXURE A - Copy of Index II of Development Agreement & General Power of Attorney.

ANNEXURE B - Copy of 7/12 extract.

ANNEXURE C-1 - Copy of the Approved Layout plan of Land.

ANNEXURE C-2 - Copy of Proposed Layout Plan of the Project.

ANNEXURE D - Copy of the plans and specifications of the Row House.

ANNEXURE E - Specification and Amenities for the Row House,

ANNEXURE F – Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

SPECIFICATIONS

1. BUILDING:

- a) The building shall be of RCC framed structures.
- b) All external walls will be 6" and internal walls will be 4" in Bricks.

2. DOORS & WINDOWS:

- a) Flush door.
- b) Three track powder coated aluminium sliding windows with mosquito nets and M.S. safety grill.
- c) Green Marble window at the bottom.
- d) Decorative Main door with Teakwood frame. All other box frames in the plywood.
- e) Main door in Teakwood. All other Water proof flush doors with one side laminate.

3. STAIRCASE:

- a) Staircase landings and mid-landings will be provided with kota.
- b) Staircase steps will be kota.

4. FLOORING:

Will be provided with vitrified tiles of brand viz., Alinta, Asian or equivalent.

5. PLASTER:

- a) The inside of the Building will have neeru finish with acrylic Colour to walls and Ceilings.
- b) Outside of the building will have sand faced plaster, with two coats of Cement paint.

6. INTERNAL PAINT:

Super acrylic emulsion (Plastic emulsion).

7. WATER SUPPLY:

For continuous supply of water, a system of overhead storage tank will be provided with necessary pumping arrangements.

8. TOILETS:

- a) Good quality C.P fittings of Great, Indica, EESCO or equivalent.
- b) Good quality sanitary ware Veda or equivalent.

Designer jointfree tiles upto door height. Standard quality fittings.

9. CP Fittings:

L & K, XEN, IQIP or equivalent. Wall mixer unit.

10. KITCHEN:

a) Granite platform with Stainless Steel sink.

11. ELECTRIFICATION:

A) Separate electric meter for each Row House.

B) Concealed wiring with mini modular switches.

RECEIPT

Received of and from the Allottee above named the sum of Rupees _____/-
(Rupees _____only) on execution of this agreement towards
Earnest Money Deposit or application fee.

I say received.

FOR TAPADIA CONSTRUCTIONS LTD.

(Director)