

AGREEMENT TO SALE

Agreement to sale of Flatno:..... located in "AADINATH HEIGHTS " at Itkheda Aurangabad, the stamp value of Rs/- and actual sale value Rs...../-.

Zone No., @ As per Sq. Mtrs. Rs./-

This agreement to sale is executed today on.....day of.....
2020, at Aurangabad, between :-

M/s. Aadinath Properties

PAN – ABIFA5636P

A Registered partnership Firm

Having its registration no AU000008338

Through its partners:

1. **Pravin s/o MangilalKatariya**
Age : 49 Years, Occ.: Agriculture & Business
R/o.: Sardar Patel Road, Chelipura Aurangabad
AADHAR NO : 578801678324
2. **Pratik s/o PravinKatariya**
Age : 25 Years, Occ.: Business
R/o.: Sardar Patel Road, Chelipura Aurangabad
AADHAR NO : 991485459460
3. **Rushabh s/o Pravin Katariya**
Age : 20 Years, Occ.: Education & Business
R/o.: Sardar Patel Road, Chelipura Aurangabad
AADHAR NO : 730834156405

(Hereinafter called as “Owners/Developer/Promoter, which expression shall mean and include all the present and future partners of the firm, all their heirs, successors, legal representatives, executors, administrators and assignees).

AND

1) Mrs.

Age: Occu :

R/o :

AADHAR NO :

PAN NO :

2) Mr.

Age: Occu :

R/o :

AADHAR NO :

PAN NO :

(Hereinafter called as "PURCHASER", which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators & assignees etc.)

All That Part and Parcel of Plot No: 25/5, totally Admeasuring 501.63 Sq .Mtr. bounded by: Towards East : Plot No 1, Plot No: 24, Plot No: 23. Towards West : Plot 25/4. Towards South : Plot No 25/1. Towards North : 12 Meter wide Road. Situated at Gut No.85 (part), Itkheda, Paithan Road, Aurangabad within the limits of Aurangabad Municipal Corporation is owned & possessed by grantors and he purchased the same under the registered sale deed dated 10.06.2020, registered at sr no. 2224 at office of Sub-Registrar Aurangabad,

AND WHEREAS, the Grantors also purchased TDR of 140.00 Sq. Mts., FSI credit 247.44 sq.mts. out of the TDR Certificate No. AMC/TP/DRC/26/2020, Folio No. 03/26, dated 27/2/2020 under the registered Deed of Transfer dated 16/09/2020, registered at Sr. No. 5569, at the Office of Sub-Registrar, Aurangabad,

AND Also the Grantors purchased. TDR of 76.97 Sq. Mts., FSI credit 60.85 sq.mts. out of the TDR Certificate No. AMC/TP/DRC/24/2020, Folio No. 03/24, dated 27/2/2020 under the registered Deed of Transfer dated

23/09/2020, registered at Sr. No. 4397, at the Office of Sub-Registrar, Aurangabad,

AND Also the Grantors purchased. TDR of 7.03 Sq. Mts., FSI credit 13.37 sq.mts. out of the TDR Certificate No. AMC/TP/DRC/29/2020, Folio No. 03/29, dated 27/2/2020 under the registered Deed of Transfer dated 23/09/2020, registered at Sr. No. 4398, at the Office of Sub-Registrar, Aurangabad,

AND Also the Grantors purchased. TDR of 2.78 Sq. Mts., FSI credit 4.65 sq.mts. out of the TDR Certificate No. AMC/TP/DRC/30/2020 Folio No. 03/30, dated 27/02/2020 under the registered Deed of Transfer dated 1/10/2020 registered at Sr. No. 4730 at the Office of Sub-Registrar, Aurangabad,

And as such total TDR Purchase 326.31 sqmt out of above four Certificate.

with intend to consume the same on the property described in Schedule "A" and the said property is specifically described in **SCHEDULE A** hereinunder.

AND WHEREAS, Grantors with the intension to construct residential / commercial complex on the said plot , obtained the permission for construction from Municipal Corporation Aurangabad, on dated 29/10/2020 in file no. 109/17/2020-21. And permit NO:108/2020-21 and the copy of construction plan is annexed hereto and marked as **SCHEDULE 'C'**.

AND WHEREAS the Promoter entered in to standard agreement with an Architect registered with council of Architect and such agreement is as per the agreement prescribed by the Council of Architect.

AND WHEREAS the promoter appointed a structural Engineer for the preparation of the structural design and drawings of the building and the promoter accepts the professional supervision of the Architect and structural engineer till the completion of the building.

AND WHEREAS Developer Had registered the project under the project of Real Estate Regulatory Authority Act with the Real Estate Regulatory Authority Vide MAHA RERA NO:

AND WHEREAS, the Developer also executed a Registered Declaration of apartment as per the provisions of Maharashtra Apartment Ownership Act, on dated, registered at Sr. No., at the Office of Sub Registrar, Aurangabad, and thereby the proposed Building nomenclature as “**AADINATH HEIGHTS**” is submitted to the provisions of Maharashtra Apartment Ownership Act, and as per the said Declaration, In “**AADINATH HEIGHTS**”, In “**AADINATH HEIGHTS**”, there will be Ground/ Parking Floor and First floor, second floor, Third floor, Fourth floor & Fifth floor . On the Northern side of Ground Floor from north west portion there will be Shop No 1, then shop no 02 ,then shop no 03 and then shop no 04. The carpet area of **shop no 01** is **11.10 sqmt** .and built-up area of the Shop no 01 as per 7/12 **6.26 sq. Mts.**, and additionally as per TDR and premium paid FSI will be **6.20 Sq. Mts.**, and as such total built up area will be **12.46 sq. Mts**, undivided percentage for shop no 1 for shop purchaser in common area and facilities will be 1.24 % . The carpet area of **shop no 02**is **15.64 sqmt** .and built-up area of the Shop no 02 as per 7/12 **8.46 sq. Mts.**, and additionally as per TDR and premium paid FSI will be **8.37 Sq. Mts.**, and as such total built up area will be **16.83 sq. Mts** .undivided percentage for shop no 2 for shop purchaser in common area and facilities will be 1.68 % .The carpet area of **shop no 03**is **17.44 sqmt** .and built-up area of the Shop no 03 as per 7/12 **9.41 sq. Mts.**, and additionally as per TDR and premium paid FSI will be **9.31 Sq. Mts.**, and as such total built up area will be **18.83 sq. Mts** .undivided percentage for shop no 3 for shop purchaser in common area and facilities will be 1.90 % .The carpet area of **shop no 04**is **15.85 sqmt** .and built-up area of the Shop no 04 as per 7/12 **8.85 sq.**

Mts., and additionally as per TDR and premium paid FSI will be **8.75 Sq. Mts.**, and as such total built up area will be **17.60 sq. Mts** undivided percentage for shop no 4 for shop purchaser in common area and facilities will be 1.78 %

and on the Southern side of Ground Floor there will be a Parking .And as On each First Floor to Fifth Floor, there will be three flats. The Flats on the First Floor will be numbered as Flat No.1 , Flat No. 2 and Flat no 3. The Flats on the Second Floor will be numbered as Flat No.4, Flat No. 5. and Flat no 6. The Flats on the Third Floor will be numbered as Flat No.7, Flat No. 8 , and flat No 9. The Flats on the Fourth Floor will be numbered as Flat No.10, Flat No. 11 ,And Flat No 12. The Flat on Fifth Floor will be numbered as Flat No 13 ,flat no 14 , and Flat no 15.

The carpet area of each of the flats in “**AADINATH HEIGHTS**” building will be for Flat no,1,4,7,10,13 is **53.78 Sq. Mts.**, and built-up area of each of the flat as per 7/12 **28.84 sq. Mts.**, and additionally as per TDR and premium paid FSI will be **28.49 Sq. Mts.**, and as such total built up area will be **57.33 sq. Mts** &The carpet area of each of the flats in “**AADINATH HEIGHTS**” building will be for Flat no 2,5,8,11,14 is **56.73 Sq. Mts.**, and built-up area of each of the flat as per 7/12 **29.01 sq. Mts.**, and additionally as per TDR and premium paid FSI will be **28.66 Sq. Mts.**, and as such total built up area will be **57.67 sq. Mts.**, &The carpet area of each of the flats in “**AADINATH HEIGHTS**” building will be for Flat no 3,6,9,12,15 is **66.81 Sq. Mts.**, and built-up area of each of the flat as per 7/12 **36.86 sq. Mts.**, and additionally as per TDR and premium paid FSI will be **34.40 Sq. Mts.**, and as such total built up area will be **71.26 sq. Mts.**, as such location and number of each of flat is specifically shown in separate plan attach.

, undivided percentage for fiat no1,4,7,10,13 for flat purchaser in common area and facilities will be 5.75 % , undivided percentage for fiat no 2,5,8,11,14 for flat purchaser in common area and facilities will be 5.78 % , undivided percentage for fiat no 3,6,9,12,15 for flat purchaser in common area and facilities will be 7.15 % The detail of the construction specific area of each of the unit is given in declaration and copy of said declaration is annexed hereto.

AND WHEREAS, the Advocate of the promoter also issued title certificate in respect of the present project and copy of the said title certificate is annexed hereto, along with the copy of 7/12 in respect of property where the apartment building is being constructed and they are **annexures as A and B.**

AND WHEREAS, the authenticated copy of the construction of the building are annexed hereto at **Annexures** respectively.

AND WHEREAS the copy of the plan of Apartments under sale is annexures hereto and marked as **Annexure "D"**

And whereas the promoter has obtained all necessary approvals from the concerned local authorities to the plan, specification, elevations, sections and of the said building and shall obtain the balance approval from various authorities from time to time so as to obtain occupancy certificate of the said building and developer will also obtained revise construction permission for consuming balance FSI or additional FSI.

That the builder /developer provided fire fighting equipments to the apartment building as per norms of the Aurangabad Municipal Corporation (AMC). After installation of all fire fighting equipments Builder/developer has obtained final NOC from Chief Fire Officer, AMC and the fire NOC issued by chief officer is for one year only. Renewal of fire NOC will be the responsibility of Flat/Shop owners (Association or Society) of apartment building. Regular maintenance of all fire fighting equipments is also responsibility of Flat/Shop owners of apartment building after obtaining final fire NOC the Seller /Developer shall not be held responsible for any fire accidents.

That the builder may revise the construction permission and also may execute correction to the declaration U/S 2 of The Maharashtra Apartment Ownership Act, 1970 and The Purchaser will not have any objection for such revise construction permission or correction to declaration and in this case consent by The Purchaser is deemed, provided that no such changes will be made in case of the unit under sale without the written permission of The Purchaser.

The Purchaser will have no objection if the builder uses the water of bore well for the construction or any other purpose provided that the builder will pay the electricity charges required for the Same .

AND WHEREAS, purchaser has gone through all the above referred documents and detail contains of the same and also the construction plan and plan of the apartment and being totally satisfied with the same requested the Developer to allot the **Flat No. on Floor , having Sq. Mtr. carpet area&..... Sq. Mtrs. Built up**

area in “**AADINATH HEIGHTS**” building, and which is specifically described in Schedule-B hereunder and the Developer also agreed for the same on the following terms and conditions.

That, the Developer agreed to sale the **Flat No** on**Floor, having Sq. Mtr. carpet area& Sq. Mtrs. Built up area,** in “**AADINATH HEIGHTS**” to the purchaser for the total consideration of Rs...../- (.....).

out of which the purchaser paid the earnest amount of Rs. /- (.....) to the Builder as under :-

Sr.No.	Cheque Number	Bank's Name	Date	Amount
01				

As such, the Developer hereby acknowledged the receipt of the same. The remaining amount of consideration of Rs...../- (.....) will be paid by the purchaser to the Builder as under :-

Stage of Construction	Amount
On Booking	25%
On R. C. C. Work	50%

On Brick Work	10%
On Plaster	10%
On Finishing Work	3%
On or Before Possession	2%
TOTAL	100%

1A} That in the above said agreed consideration the developer will provide the facilities and material as specified in schedule "C". However if the allottee desire to have any change in the said specification , the promoter will do so , provided that it is permissible as per building bye laws and further provided that the allottee will pay separate extra charges for such changes suggested by them .

2) That the above said consideration is excluding the taxes.((consisting of tax paid or payable by the promoters by way of value added tax, service tax, cess, GST or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by promoter as well as any other tax imposed on this transaction by any Government or Authority) up to the date of handing over the possession of the apartment. and allottee will have to pay the taxes separately either to promoter or to the concerned authority . The Allotee hereby agrees that any tax levied by the local authority, State and/or Central Government, Corporation and/or any other authority or authorities on the development of the said entire land and/or sale of the apartment, etc. any amount by way of premium to the Corporation or to the State and/or Central Government or betterment charges and/or any of the incidents of this transaction including GST (CGST,SGST,IGST), Service tax, Value Added Tax (VAT), tax on transfer of

property, etc. or development tax, or educational cess or any such cess etc. or any present or other new tax, charge or payment of a similar nature becoming payable, the Allottes shall be liable to pay such taxes etc. to the Promoter, as and when charged and demanded by the State and/or Central Government, Corporation, any Authority etc. The Promoter shall not be liable to pay the same. And if such type of taxes applied by any government or local authority in future by giving retrospective effect then the same will be treated as payable by the Allottee upto the date of handing over possession of apartment.

3) The total price is escalation free, save and except escalation / increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges, which may be levied or imposed by the competent authority i.e. local bodies / government from time to time. The promoter undertake and agreed that while raising a demand to the purchaser for increase in development charges, costs or levies imposed by the competent authorities etc., the promoter shall enclose the said notification/ order / rules, regulation published / issued in that behalf to that effect along with the demand letter being issued to the purchaser.

4) That the purchaser shall on or before obtaining possession of the apartment keep deposited with the developer following amount.

- i) Actual fees share money, application entrance fees of the society and association of apartment.
- ii) Actual fees for formation of Association & Society and registration of the society.

- iii) Actual fees for share of taxes and other charges/ levies in respect of the Society and Association of Apartment.
- iv) Rs. 100000/- for deposit towards provisional monthly contribution towards outgoing of the Society and Association.
- v) Rs 35000/- for share towards water, electric & other utilities and service connection charges.

If the deposit amount of maintenance of common amenities and facilities will be kept as fixed deposit in any bank and common amenities and facilities will be maintained on the interest of the said amount but the interest amount is found short , every purchaser will have contribute to cover deficiency

5) The purchaser shall pay to the promoter a sum of Actual cost - for meeting all legal costs, charges and expenses including professional cost of Advocate of the promoter in connection with formation of the said Society and Association of Apartment and for preparing its rules, regulations and byelaws and the costs of repairing and engrossing the conveyance.

6) At the time of registration of the conveyance of the building or common areas and facilities of building to the Society or Association of the Apartment, the purchaser shall pay to the promoter, his share of stamp duty and registration charges payable by the said Society or Association of Apartment on such conveyance or any other documents or instrument of transfer in respect of the structure of the building or common areas and facilities.

7) That the Developer shall confirm the final carpet area that has been allotted to the purchaser, after the construction of the building is complete

and the occupancy certificate is granted by the competent authority, by furnishing the details of the charges if any in carpet area, subject to a variation gap of 3%. 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 the allottee within 45 days 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 adjustment shall be made at the same rate of per sq. meter as agreed in this agreement.

8) The purchaser hereby authorize the promoter to adjust/ appropriate all payment made by him under any heads or dues against lawful outstanding, if any in his name, as the promoter may in its sole discretion deems fit and the purchaser undertakes not to object/ demand/ direct promoter to adjust his payment in any manner.

9) The promoters hereby agree to observe, perform and comply with all these terms, conditions, stipulations and restrictions if any which have been imposed or may be imposed by the concerned local authority at the time of sanctioning the said plan or thereafter and shall before handing over the possession of the apartment to the purchaser obtained from the concerned local authority, occupancy/completion certificate in respect of the apartment.

10) Time is essence for the promoter as well as the purchaser. The promoter shall abide by the time schedule for completing the project and handing over the apartment to the purchaser and the common areas and facilities to the Society/Association of Apartment, after receiving occupancy

or completion certificate. Similarly, the purchaser shall make timely payment of the installment and other dues payable by him / her and meeting the other obligations under the agreement subject to simultaneous completion of construction by the promoter as stated above.

11) If the promoter fails to abide by the time schedule for completing the project and handing over the apartment 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 rule on all amount paid by the allottee for every month of delay till the handing over of the possession. Similarly allottee also agrees to pay to the promoter, interest as specified in the rules on all the delayed payments which may become due and payable by the allottee to the promoter under the terms of this agreement from the date of said amount payable by the purchaser to the promoter, till the date of actual payment.

12) Without prejudice to the right of promoter to charge interest as stated above, on the allottee committing default in payment on the due date under this agreement (including his proportionate share of the taxes levied by the concerned local authorities and other outgoings) and on the purchaser committing three defaults of payment of installment, the promoter shall at his own option may terminate this agreement. Provided that the promoter shall give notice of 15 days in writing to the purchaser by R.P.A.D. at the address mentioned above and mail at the email address provided by the allottee, of his intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this 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, after deducting 25 % of the amount paid till that time as liquidated damages and any other amount which may be payable to the promoter within a period of 30 days from the termination, of the installment of sale consideration of the apartment which may till then have been paid by the allottee to the promoter.

13) The promoter shall give possession of the apartment to the allottee on or before Eight Months from today . If the promoter fails to give possession of the apartment to the allottee on account of reasons beyond his control and of his agent, by the aforesaid date then the promoter shall be liable on demand to refund to the allottee the amount already received by him in respect of the apartment with interest at the rate specified in the rules from the date the promoter received the sum till the date the amount with interest is repaid, subject to the aforesaid clause. Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of the building, in which the apartment is situated is delayed on account of (i) War, civil commotion or act of God; (ii) any notice, order, rule, notification of the government or other public or competent authority/ court.

13 A } After completion of construction, the sale deed of the flat will be executed in favour of allottee and cost of the same will be incurred by the allottee but conveyance deed of common areas and facilities will be executed in favour of society of which propionate cost will be borne by allottee. Similarly from the date of such sale deed all taxes of the tenement whether assessed separately or not will be borne by the allottee

14) That, 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 (apartment) 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 (apartment) 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.

15) The allottee shall take possession of the apartment within 15 days of the written notice from the promoter to the allottee intimating that the said apartments are ready for use and occupancy;

16) That, upon receiving a written intimation from the promoter as stated above, the allottee shall take possession of the apartment 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 apartment to the allottee. In case the allottee fails to take possession within the time provided as above. Such allottee shall continue to be liable to pay maintenance charges as applicable.

17) If within a period of five month from the date of handing over the apartment to the allottee, the allottee brings to the notice of the promoter any structural defect in the apartment or the building in which the apartment are situated or any defects on account of workmanship, quality

or provision of service, then wherever possible such defects shall be rectified by the promoter at his own cost and in case it is not possible to rectify such defects, then the allottee shall be entitled to receive from the promoter compensation for such defect in the matter as provided under the Act.

18) The allottee shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

19) The allottee along with other allottee(s) of apartments in the building shall join in forming and registering the Society or Flat Owners Association 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 and Flat Owners Association 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 organization of allottee. No objection shall be taken by the allottee if any, changes or modifications are made in the draft byelaws of Society or Flat Owners Association as may be required by the Registrar of Co-Operative Societies or any other Competent Authority.

20) 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 right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

21) The Promoter shall, within three months of obtaining the completion certificate cause to be transferred to the Society or Flat Owner's Association all the right, title and the interest of the Original Owner /Promoter in common areas and facilities of the building.

22) 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 requests 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 litigation 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 permit 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 [Apartment/Plot] 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 [Apartment/Plot] 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 undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the

competent Authorities till handing over the site/building to the Society/ Flat Owners Association.

xi. No notice from the Government or any other local body or authority or any legislative under 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 Project except those disclosed in the title report.

23) The Allottee's or himself/themselves with intention to bring all persons into whosoever Hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

ii. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any

damage is caused to the building in which the Apartment is situated or the Apartment 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 his own cost all internal repairs to the said Apartment and maintain the Apartment 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 may be contrary to the rules and regulation 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 consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment 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

Apartment is situated or any part there of 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 Apartment in the compound or any portion of the project land and the building in which the Apartment 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 Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurances 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 Apartment 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 Apartment 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 Flat Owners Association may adopt at its inception and the additions, alterations or amendments there of that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulation and Bye-laws for the time being of the concerned local

authority and of Governmental and other public bodies. The Allottee shall also observe and perform all the stipulations and condition laid down by the Society/Flat Owners Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

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

24) 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.

25) Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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/Federation as hereinbefore mentioned.

26) That, after the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who had taken or agreed to take such [Apartment]

27) That, 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 payments due as stipulated in the Payment Plan within 30 (thirty) days from before 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 defaults which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, applications 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.

28) That, 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 Apartment/plot/building, as the case may be.

29) That, this Agreement may only be amended through written consent of the Parties.

30) That, it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee of the [Apartment/Plot] for all intents and purposes.

31) That, if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made thereunder or under other applicable laws, such provisions of the Agreements 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 Regulation made thereunder or the applicable law, as the case may be, and the remaining provision of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32) That, 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 [Apartment] to the total carpet area of all the [Apartment] in the Project.

33) That, 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 provision 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.

34) 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 mentioned above.

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 promote or the Allottee, as the case may be.

35) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

36) That, the charges towards stamp duty and registration and GST of this Agreement shall be borne by the Allottee.

37) Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.

38) That the rights and obligation of the parties under or arising out of this Agreement shall be constructed 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.

39) If any marginal open space adjacent to the tenement, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Builder to the Purchaser of any tenement in the building, such respective buyer and occupier of such tenement shall use the same being open space or terrace etc., and not entitled to erect any type of permanent or temporary structure thereon or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed; and if any such buyer or occupier of tenement holders in the building commit breach of this condition, the Builder herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers and recover the cost of removal and damages caused to the building from such buyer. In spite of this condition, the Purchaser herein undertakes to abide above said condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use.

SCHEDULE "A"

All That Part and Parcel of Plot No: 25/5, totally Admeasuring 501.63 Sq as per 7/12 Record . Situated at Gut No.85, Itkheda, Paithan Road, Aurangabad bounded by:

Towards East : Plot No 1, Plot No: 24, Plot No: 23.
Towards West : Plot 25/4.
Towards South: Plot No 25/1.
Towards North :12 Meter wide Road.

In the layout sanctioned over property plot No 25/5 situated at Itkheda , paithan Road Aurangabad, along with TDR of 140.00 Sq. Mts., FSI credit 247.44 sq.mts. out of the TDR Certificate No. AMC/TP/DRC/26/2020, Folio No. 03/26, dated 27/2/2020 under the registered Deed of Transfer dated 16/09/2020, registered at Sr. No. 5569, at the Office of Sub-Registrar, Aurangabad,

AND Also the Grantors purchased. TDR of 76.97 Sq. Mts., FSI credit 60.85 sq.mts. out of the TDR Certificate No. AMC/TP/DRC/24/2020, Folio No. 03/24, dated 27/2/2020 under the registered Deed of Transfer dated 23/09/2020, registered at Sr. No. 4397, at the Office of Sub-Registrar, Aurangabad,

AND Also the Grantors purchased. TDR of 7.03 Sq. Mts., FSI credit 13.37 sq.mts. out of the TDR Certificate No. AMC/TP/DRC/29/2020, Folio No. 03/29, dated 27/2/2020 under the registered Deed of Transfer dated 23/09/2020, registered at Sr. No. 4398, at the Office of Sub-Registrar, Aurangabad,

AND Also the Grantors purchased. TDR of 2.78 Sq. Mts., FSI credit 4.65 sq.mts. out of the TDR Certificate No. AMC/TP/DRC/30/2020 Folio No. 03/30, dated 27/02/2020 under the registered Deed of Transfer dated 1/10/2020 registered at Sr. No. 4730 at the Office of Sub-Registrar, Aurangabad,

And as such total TDR Purchase 326.31 sqmt out of above four Certificate.

SCHEDULE-B

Flat No.....on Floor, having Sq. Mts. Carpet area,and built up area as per P.R Card.....sq.mts and additionally as per TDR and premium paid FSI will be sq.mts and as such total built up area will be sq.mtsbounded by :

EAST :
WEST :
SOUTH:
NORTH :

On.....Floor in “**AADINATH HEIGHTS**”, constructed on the property described in Schedule-A and specifically, demarcated in red lines in the map annexed hereto , along with% percentage share in common areas and facilities.

**IN WITNESSTH WHEREOF, THIS AGREEMENT TOSALE IS EXECUTED
ON DAY OF 2020, AT AURANGABAD.**

OWNER / DEVELOPER

M/s. Aadinath Properties

A partnership Firm

Through its partners:

1. Pravin s/o Mangilal Katariya

2. Pratik s/o Pravin Katariya

3.Rushabh s/o Pravin Katariya

PURCHASERS

1) Mrs.....

2) Mr.

WITNESSES

1.....

Age :- Years,

Occu. :-.....

R/o :-

2.

Age :

Occu:

R/o :