

AGREEMENT TO SALE
BETWEEN

CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.

A Registered Company under the provisions of the Companies Act
CIN : UB5300M12019PTC32012
(PAN NO. AAHCC9874F)
Having its Registered office at,
Beed Bypass Aurangabad

Through its authorized Directors

1) RAMDAS S/o. DAGDURAO NAGARGOJE
(PAN NO. AGLPN8341C)
AADHAR No. :4925 1957 5537
Age 40 Years, Occu.: Doctor,
R/o Flat No. F-42, Gut No. 1, Venus Society,
Beed bypass Aurangabad

2) VISHAL S/O HARIPASAD CHANDAK
(PAN No. ASZPC8476B)
AADHAR No. : 4963 7733 7837
Age : 35 Years, Occu. : Doctor,
R/o Sai Residency, 18 Manjeet Nagar,
Akashwani, Aurangabad.

3) MANISHA W/O RAMDAS NAGARGOJE
(Pan no. BJBPS7746G)
AADHAR No. : 3224 6030 1670
Age : 39 Years, Occu. : Doctor,
R/o Flat No. F-42,Gut No. 1, Venus Society,
Beed bypass, Aurangabad.

4) SHRADDHA W/O VISHAL CHANDAK
(PAN No.) ANGPB0685H
AADHAR No. : 4945 6046 7530
Age : 35 years, Occu. : Doctor,
R/o Sai Residency, 18, Manjeet Nagar,
Akashwani, Aurangabad.

(Hereinafter received to as 'Owners', which expression shall mean and include his successors, legal representatives and assignees in interest)

AND

M/s. Mahalaxmi Builders
(PAN No. ABDFM3301J)
A Registered Partnership Firm
Having its office at
Flat No. 1, Kalpataru Apartment,
Plot No. 51 & 52, Adityanagar,
Garkheda, Aurangabad.

Through its Partners

1. Mrs. Charulata Moreshwar Kulkarni
Age: 59 yrs., Occu: Business
R/o Ramanand Colony Aurangabad
2. Mr. Swapnil Moreshwar Kulkarni
Age: 34 yrs., Occu: Business
R/o Ramanand Colony Aurangabad
3. Mr. Dhananjay Babasaheb Dolphode
Age: 30 yrs., Occu: Business
R/o Singaon (Jahangir)Deolgaonraja
Dist. Buldhana
4. Mrs. Shipla Surendra Ratnaparkhi
Age: 31 yrs., Occu: Business
R/o Plot No. 35, Dnyaneshwar Nagar,
Satara parisar, Aurangabad

(Hereinafter called as 'PROMOTOR/GRANTOR/OWNER', which expression shall mean, include all its Directors, their heirs, successors, representatives, executors, administrators & assignees etc.)

AND

Mr. -----
R/o -----,

hereinafter referred to as "the Unit/Unit- Purchaser" of the other Part.

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

TITLE FLOW OF THE PROPERTY

NAME OF THE PROJECT

"MAHALAXMI ALANKAR-2"

DETAILS OF THE PROJECT

Number of Units : 16
Number of Floors : 5
Name of the Building: "MAHALAXMI ALANKAR-2"

Description of Plot on which the building is constructed

Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18 area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad

SCHEDULE - B

"MAHALAXMI ALANKAR-2"

AREA STATEMENT

AND WHEREAS the Promoter/Developer has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Developer accepts the professional supervision of the Architects and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above referred Sale Deed the Promoter/Developer alone has the sole and exclusive right to sell the Flats in the said building to be constructed by the Promoter/Developer on the said land and to enter into Agreement/s with the purchaser/s of the Flats to receive the sale price in respect thereof;

AND WHEREAS the Flat Purchaser demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Flat Purchaser of all the documents listed in ANNEXUE D of title relating to the said land & has also provided the one set of Photo Copy to the Flat Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter/Developer, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter/Developer to the said land on which the Flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', 'B' & 'C', respectively.

The Flat Purchaser has examined the title, rights, interest, claims of the Promoter/Developer to the said land and has seen the documents of title in the Promoter/Developer's possession. The Purchaser has fully satisfied with the Promoter/Developer's right, interest and title in the property.

The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the lay-out plan of housing scheme, proposed internal roads, amenities, facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS the Promoter/Developer has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter/Developer has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Flat Purchaser applied to the Promoter/Developer for allotment to the Flat Purchaser of Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "MAHALAXMI ALANKAR-2" constructed on Plot No. 9 to 16 total admeasuring 543.73 sq. mtrs. Part of Gut No. 154 & 155 of Village Ladgaon Tq. and Dist. Aurangabad.

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of Rs. -----/- (Rupees -----only) upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter/Developer a sum of Rs. -----/- (Rupees ----- only), by cheque detailed as below :-

Amount	Cheque Date	Cheque No	Name of the Bank

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

AND WHEREAS under section 9 of the said Act the Promoter/Developer is required to execute a written agreement for sale of said Flat to the Flat Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

- The Promoter/Developer shall construct the said building/s consisting of 5 Floors on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time:
- The Flat Purchaser hereby agreed to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell the Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "MAHALAXMI ALANKAR-2" constructed on Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18 area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad shown in the Floor plan thereof hereto annexed and marked Annexure D/Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "MAHALAXMI ALANKAR-2" constructed on Plot No. 9 to 16 total admeasuring 543.73 sq. mtrs. Part of Gut No. 154 & 155 of Village Ladgaon Tq. and Dist. Aurangabad. Building (hereinafter referred to as "the Flat") for the price of Rs. -----/- (Rupees -----only) which includes the proportionate price of the common areas, facilities appurtenant to the premises, and common Parking Space the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Flat Purchaser hereby agrees to pay the balance amount of Rs. -----/- (Rupees ----- only) to the Promoter/Developer after execution of this Agreement in the following manner:-

Sr. No.	Amount in Rupees	Payment Stage
1.		(10% of the transaction price) to be paid to the Promoter on or before the execution of Agreement
2.		(30% of the transaction price) after execution of this Agreement to Sale
3.		(45% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit/Shop/Unit is located
4.		(70% of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit/Shop/Unit is located
5.		75% of the transaction price) to be paid to the Promoter on completion of the walls of the building or wing in which the said Unit/Shop/Unit is located
6.		(80% of the transaction price) to be paid to the Promoter on completion of the external plaster, stair case, lift, walls, lobbies up to the floor level of the said apartment.
7.		(85% of the transaction price) to be paid to the Promoter on completion of the external plumbing and internal plaster, elevation, terrace with water proofing of the building or wing in which the said Unit/Shop/Unit is located
8.		(95% of the transaction price) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, Sanitary fittings, 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/Shop/Unit to the Unit/Shop/Unit Purchaser on or after receipt of occupation certificate or completion certificate.

The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Units.

- The Promoter/Developer hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter/Developer has/have absolute, clear and marketable title to the said land so as to enable him to on the execution of a Sale Deed/Deed of Apartment of the said Flat by the Promoter/Developer in favour of the Purchaser.
- The Flat Purchaser agrees to pay to the Promoter/Developer interest at SBI lending rate + 2% extra penalty thereon per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter/Developer.
- On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoter/Developer shall be entitled at his own option to terminate this Agreement:

Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter/Developer unless and until the Promoter/Developer shall have given to the Flat Purchaser Fifteen days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Flat Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter/Developer but the Promoter/Developer shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter/Developer, the Promoter/Developer, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter/Developer may in his absolute discretion think fit.

- The fixture and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particulars like brand, or price range to be provided by the Promoter/Developer in the said building and the Flat are those that are set out in Annexure 'E' annexed hereto.

7. The Promoter/Developer shall give possession of the Flat to the Purchaser on or before 31.12.2023. If the Promoter/Developer fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of the Real Estate (Regulation and Development) Act, 2016, then the Promoter/Developer shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with interest at SBI lending rate + 2% extra penalty thereon percent per annum. Till the entire amount and interest thereon is refunded by the Promoter/Developer to the Flat Purchaser there shall, subject to prior encumbrances if any, be a charge on the said Flat as well as the construction or building in which the Flats are situated or were to be situated:

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

- (i) Non-availability of steel, other building material, water or electric supply;
- (ii) War, Civil Commotion or act of God;
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority, any prohibitory order of any court against development of property

8. The Flat Purchaser shall take possession of the Flat within 15 days of the Promoter/Developer giving written notice to the Flat Purchaser through email, SMS or through whatsapp intimating that the said Flats are ready for use and occupation:

The Promoter will be liable for R.C.C. structural defects for five years, except the following defect liabilities.

• DEFECT LIABILITY

- a. If within a period of five years from the date of handing over the Apartment to the Unit Purchaser, the Unit Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Unit Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
 - b. Provided however, that the Unit Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Unit 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 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 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 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 Purchaser has been made aware and that the Unit 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 Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
9. The Flat Purchaser shall use Flat or any part thereof or permit the same to be used only for purpose of Flats/Unit. He shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's.
10. The Flat Purchaser along with other purchasers of Flats in the building shall join in forming Association of Flat Owners to be known as "MAHALAXMI ALANKAR-2" and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation of the Association of Flat Owners and for becoming a member, including the 'bye-laws of the proposed Association of Flat Owners and duly fill in, sign and return to the Promoter/Developer within 15 days of the same being forwarded by the Promoter/Developer to the Flat Purchaser, so as to enable the Promoter/Developer to register the organization of Flat Purchaser under section 17(2) of the Real Estate (Regulation and Development) Act, 2016,. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws, as the case may be, or any other Competent Authority.
11. The Unit Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Vendor the following amounts:-

Sr. No.	Amount in Rupees	Particulars
1.		Document Registration
2.		Advocate Fees
3.		Electric Meter installation charges
4.		Society Formation
5.		Society Maintenance Deposit
Total Amount		Rs.

12. The Unit Purchaser shall pay to the Promoter/Vendor, the above sum + GST + at actual Proportionate project Insurance charges all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter/Vendor in connection with formation of the said Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Sale Deed.

13. At the time of registration of Unit Purchaser shall pay to the Promoter/Vendor the Unit Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

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

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

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

(c) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter/Vendor to the Unit Purchaser and shall not do or suffer to be done anything in or to the Unit. Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Unit Purchaser committing any act in contravention of the above provision, the Unit Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit 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 Unit without the prior written permission of the Promoter/Vendor and/or the Society or the Limited Company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the Unit is situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said land and the building in which the Unit is situated.

(g) Pay to the Promoter/Vendor within Fifteen Days of demand by the Promoter/Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.

(h) To bear and pay increase in local taxes, Water Charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser to any purposes other than for residential purpose.

(i) The Unit Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Unit Purchaser to the Promoter/Vendor under this Agreement are fully paid up and only if the Unit Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Unit Purchaser has intimated in writing to the Promoter/Vendor.

- (j) The Unit Purchaser shall observe and perform all the rules and regulations which the Society/Association or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Unit 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 Unit Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (k) Till a conveyance of the building in which Unit is situated is executed the Unit Purchaser shall permit the Promoter/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
15. The Promoter/Vendor shall maintain a separate account in respect of sums received by the Promoter/Vendor from the Unit Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the outgoings, 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 Unit or of the said Plot and Building or any part thereof. The Unit Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation space, will remain the property of Promoter/Vendor until the said land and building is transferred to the Association or other body as hereinbefore mentioned.
17. Any delay tolerated or indulgence shown by the Promoter/Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Unit Purchaser by the Promoter/Vendor shall not be construed as a waiver on the part of the Promoter/Vendor of any breach or non-compliance of any of the terms & conditions of this Agreement by the Unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Vendor.
18. The Unit Purchaser and/or Promoter/Vendor shall present this Agreement as well as conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Vendor will attend such office and admit execution thereof.
19. If in future any FSI Increases, in that case the Promoter/Vendor shall have every right to construct the said FSI on the said building and the Unit Purchaser under this Agreement has given his written consent for the same.
20. If Promoter/Vendor shall make any changes in the elevation, sanction plan, floor plan or obtain any revised sanction from the competent authority, in that case, Promoter/Vendor shall have every right and liberty to make necessary changes in the Deed of Declaration as well as in the percentage of proportionate share of the Unit purchasers in the plot and common areas and amenities of the project and the purchaser under this Agreement has given his written consent for the same & if in future Promoter/Vendor wants to execute Deed of Declaration or revised Deed of Declaration in that cause he has full authority, right & liberty to execute the same. Further under this Agreement, the purchaser undertake & assures to the Promoter/Vendor that in the said cause, if the Promoter/Vendor needs to execute any correction deed to this Agreement as well as any other document the purchaser shall cooperate to the Promoter/Vendor for the execution of the said documents.
- In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council or Municipal Corporation, Aurangabad, then the area available for additional construction will be utilized by the Developer alone and the Developer can transfer said FSI from the said building to another property or can sell the said FSI to the respective purchaser who are interested to purchase it & to put additional construction on the said building as may be allowed by the municipal corporation and to sell or otherwise deal with same.
- Before Completion of the Building if any additional F.S.I / TDR become available in future, the Developer will be entitle to avail & consume the same. If the Developer/Promoter wants to amend the Deed of Declaration, in that cause, the purchaser has no objection to make amendment in the registered deed of declaration & has also no objection for making revised construction plan & under this agreement the purchaser has given his written unconditional consent to the promoter for the said changes.
- That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time till all units in are sold and transferred to the prospective purchasers. No purchaser will be entitled to object for such amended declaration and it will be binding on all the purchasers irrespective of their date of purchase.
- If there is reduction of more than 3% of the actual area dimensions of any Flat against the area specified in Schedule due to change/variation of the design, the price of the said unit will be reduced proportionately and vice-a-versa.
- The Promoter may apply for part/full completion as per his description and will furnish the copy of same to the purchaser as and when the completion certificate either part or full is issued by the competent authority.
21. At the time of registration of Flat Purchaser shall pay to the Promoter/Developer the stamp duty and registration charges payable, on the document or instrument of transfer in respect of the said Unit/Unit/Apartment.
22. 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:-
- 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.
 - 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.
23. 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.
24. 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:
- Mrs.
 - Mr.
25. 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.
26. No unit holder of "MAHALAXMI ALANKAR-2", 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 "MAHALAXMI ALANKAR-2", Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the "MAHALAXMI ALANKAR-2", Apartment Condominium. It is prohibited to throw garbage or fresh outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or fresh shall be collected in a Vessel and thrown in the Municipal Dustbin. No Owner or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning units/Flats, etc. on the exterior of the "MAHALAXMI ALANKAR-2", Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor
27. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder/said Act and the rules made thereunder.
28. The Name of the "MAHALAXMI ALANKAR-2" shall remain forever as it is & no unit holder or association shall have any right to change the same.
29. It is also agreed & undertake by the Purchaser under this agreement that, the Purchaser shall pay the monthly contribution amount for the use & the maintenance of the project to the owner/builder or Association.
30. It is also agreed & undertake by the Purchaser under this agreement that, the purchaser shall not raise any dispute about the use of the elevator/lift & he is bound to contribute the amount of use & the maintenance of the elevator/lift though he uses it or not.
31. It is also agreed & undertake by the Purchaser under this agreement that, the purchaser shall pay all the taxes for common uses like water tax, Electricity connection charges, Municipal Taxes for the project & also pay the individual taxes & charges to the concern authority.
32. It is also agreed & undertake by the Purchaser under this agreement that, the purchaser shall obtain No-Objection from the owner/builder or Association before installing connection of DTH, Internet Line, Telephone Line or any other connection, for his individual use & also obtain No-Objection from the owner/builder or Association before installing the A.C. Compressor, CC TV Cameras for his individual use & he install & fix the same on the locations prescribed by the owner/builder or Association to him in that cause.
33. It is also agreed & undertake by the Purchaser under this agreement that, the common areas of the Phases shall be undivided & cannot be partitioned.
34. It is also agreed & undertake by the Purchaser under this agreement that, he shall be bound to obtain No-Objection from the owner/builder or Association before renovation, maintenance, repair, alterations or making any change with respect to his unit. He shall also undertake that, he shall not create any nuisances or trouble or disturbances to the neighbor adjacent units or any other unit holder of the building.
35. It is also agreed & undertake by the Purchaser under this agreement that, he shall not do any structural changes in his unit or building which shall hamper to the safety of the building & shall not make any changes which shall affect the terms of Insurance Policy of the Building.
36. It is also agreed & undertake by the Purchaser under this agreement that, he shall not change any colour theme or scheme of the building as well as the Parking Space.
37. It is also agreed & undertake by the Purchaser under this agreement that, he shall not be allowed to lift or drop his goods/material in the parking space or common areas of the building or not allowed to any transport agency for the same.

38. It is also agreed & undertake by the Purchaser under this agreement that, the Purchaser shall not use his premises for any dance Bar.
39. It is also agreed & undertake by the Purchaser under this agreement that, the Purchaser shall obtain No-Objection from the owner/builder or Association before starting/run the business where use of water for running his business is necessary.
40. It is agreed in between the Owner/Promoter & Purchaser that, the Owner/Promoter shall born the maintenance expenses till the date of the possession of the unit of the purchaser & thereafter each of the unit holder shall pay the amount as decided by the Association proportionately based on the unit area of the said holder to developer or Association towards the maintenance expenses/charges.
41. The Owner/Promoter shall dealer & allots the parking space o the unit holder in the Sale deed of the said unit which shall be specifically described in the Sale Deed.
42. 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, 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 deed in respect thereof and all the charges and deposits payable each purchaser to the Developer under this deed and similar deed with other apartment purchasers the Developer has conveyed and assigned 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.
43. 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.
44. 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 :
45. 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.
46. 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.
47. 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.
48. 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, 1970, as soon as possible.
49. That, each floors are use capable of individual utilization on account of having their own exit to a common area and facility and of the building and the Apartment will be sold to one or more owners, each owner obtaining a particular and exclusive property-right thereto and each Apartment constituting a heritable and transferable, immovable properties within the meaning of any law for the time being in force in the case and also an undivided interest in the general and/or restricted common areas and facilities of the building as listed hereinafter in this deed, necessary for their adequate use and enjoyment and hereinafter in referred to as General and/or restricted common areas and facilities, all of the above in accordance with the Maharashtra Apartment Ownership Act 1970.
50. That, as stated above the plan of Apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartments Ownership Act.
51. That, the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned of described in the conveyance or other instrument.
52. That each apartment owner of "MAHALAXMI ALANKAR-2" Condominium shall comply with the provisions of this deed, bye-laws, decisions and resolution of the both the associations of the apartment owners or representation and failure to comply with the such provisions, decisions or resolutions shall be ground for action to recover the sums or damages for injunction relief/s.

FIRST SCHEDULE

That all the part and parcel of property Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18 area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad bounded by

Boundaries

EAST	9.00 M.W. Road
WEST	Open Plot
SOUTH	Dishanagari
NORTH	7.5 M.W. Road

SECOND SCHEDULE

Unit No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor,-in the building known as "MAHALAXMI ALANKAR-2" constructed on Plot No. 9 to 16 total admeasuring 543.73 sq. mtrs. Part of Gut No. 154 & 155 of Village Ladgaon Tq. and Dist. Aurangabad

Boundaries :

EAST	
WEST	
SOUTH	
NORTH	

ANNEXURE A

Name of the Advocate: Adv. Anand Umrikar
Address: Plot No. 71, New SBH Colony, Shahnoorwadi,
Aurangabad

CERTIFICATE

This is to certify that Mrs. Charulata Moreshwar Kulkarni & Mr. Swapnil Moreshwar Kulkarni thus get clear, good and marketable title over the property Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18 area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad on which the project MAHALAXMI ALANKAR-2 going to be constructed.

Place: Aurangabad
Signature of the Advocate

Adv. Anand Umrikar
Date :

ANNEXURE B

ANNEXURE C

SPECIFICATION OF CONSTRUCTIONS

ANNEXURE D

List of documents provided to the purchaser.

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

The photo-copy of above referred Project Documents from Sr. No. 1 to 7, are handed over by the Promoter/Developer to the purchaser & has acknowledged the same.

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

WITNESSES

1. Mr. _____
Occu. _____, Age ____ Years,
R/o _____
2. Mr. _____
Occu. _____, Age ____ Years,
R/o _____