

AGREEMENT TO SALE

Agreement to Sale of Flat No.02 on stilt Floor in **"GURU MAYEE APARTMENT"** Constructed on property Plot No. 12, CTS No. 15304/17 Sheet No. 23273 admeasuring 485.50 Sq.Mt. Situated at Shivneri Nagar, Garkheda, Aurangabad.

The Stamp, Govt. Value of Rs. _____/- and actual sale value Rs. _____/- Zone No. 1.140 @ 31,500 /- per Sq. Mt.

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

MR. ABHAY BALAJI @ BALASAHEB PATIL

Age 48 years, Occupation – Service/ Business

Residing at Manas Park, Row House no. A -6,

Plot no. 101, Sector -16, Raje Shivaji Nagar,

Behind Diagonal Mall, Chikhali, Chinchwad, Pune 411019

PAN - ACDPP0116B

Hereinafter referred to as the **OWNER** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, successors, executors, administrators, assignees etc.) **AS PARTY OF THE FIRST PART**

THROUGH

MR. ANIL MADHAVRAO AGRAHARKAR

Engineers and Developers, having its principal place of business at 8, Kautuk Complex, Agnihotra Chowk, Garkheda, Aurangabad

Through its Proprietor

MR. ANIL MADHAVRAO AGRAHARKAR,

Age: 49 Years, Occu: Business,

R/o Mitra Vihar Colony, Garkheda Parisar, Aurangabad.

PAN- AFJPA 5640 L AADHAR No. - 3922 2684 0972.

Hereinafter called as **BUILDER/DEVELOPER** which expression shall mean and include all its present and future partners their heirs successors, legal representatives, executors, administrators and assignees.

And

MR.

Age: ____ Years, Occu : Business/Service

R/o : _____ Aurangabad.

PAN : _____ Aadhar No. _____

Hereinafter called as **ALLOTTEE/ PURCHASER** which expression shall mean and include all his/her/ their heir's successors, legal representatives, executors, administrators and assignees.

WHEREAS :-

1. All that piece and parcel of the land admeasuring 485.50 sq. mts. bearing Plot no. 12, CTS no. 15304/17 situated at Shivneri Nagar, Garkheda, Aurangabad, within the limits of Municipal Corporation and within the jurisdiction of registration District Aurangabad (which property is more particularly described in the Schedule hereunder and hereinafter referred to as " Said Property ") is owned and possessed by Mr. Abhay Balaji alias Balasaheb Patil by virtue of the Gift Deed executed by his father namely Balaji alias Balasasheb Anandrao Patil which is registered with the office of the Sub Registrar Office Aurangabad at Sr. no. 3334/2018 on 21/05/2018. The Said Property is thus absolutely owned by the Owner herein and he is enjoying the absolute possession of the Said Property.
2. Originally the Plot belonged to Mr. Bhaskar Ramkrushna Bodakhe & Mr. Gopinath Bhikaji Jadhav, the Joint owners of this Land of Mauje Garkheda, Aurangabad and the name is mutated in the P.R.Card Extract of the said Land of CTS. No. 15304/17. They purchased the said land from Mr. Shaikh Gulab s/o. Shaikh Habib by Sale Deed executed vide No. 2045 dated 18.10. 1973 for Rs. 8750/- to the extent of 2 Hecter Land (i.e. 5 Acre) out of their Total land of 6 Hecter 74 Are (i.e. 16 Acre 33 Gunthas) which they received as Inami Land. They had got the permission of Selling this Inami Land from District Collector of Aurangabad vide O.No. 72/LR/INAM/493 dated 11/17.10.1973. It appears that competent authority recorded their names into property record of right book as owner and possessor of the land. Therefore in pursuance of the same they have become absolute owner and possessor of the land.
3. Mr. Bhaskar Ramkrushna Bodakhe & Mr. Gopinath Bhikaji Jadhav decided to convert said land into Non-Agriculture by obtaining N.A. Permission from the Dist. Collector, Aurangabad vide 74/NAP/I/LXD/32,B dated 24.02.1976. The said lay out is also approved by the Aurangabad Municipal Corporation Vide No. ADM/AMC/TPS/LYT/84/755 dt. 30.04.1984. They had converted this land into 28 plots which were given CTS No. 15304/1 to 15304/28.
4. Mr. Balaji @ Balasaheb Anandrao Patil is the owner and possessor of Plot No.12, CTS No. 15304/17 at Shivneri Nagar, Mauje Garkheda, Aurangabad vide Sale Deed No. 4692/1981 dated 22.09.1981. He has purchased the said property from Mr. Bhaskar Ramkrushna Bodakhe & Mr. Gopinath Bhikaji Jadhav. It appears that competent authority recorded his name into property record of right book as owner and possessor of the land. Therefore in pursuance of the same he has become absolute owner and possessor of the land.

5. The owner Mr. Abhay Balaji @ Balasaheb Patil has accordingly executed Development Agreement with Mr. Anil Madhavrao Agraharkar, Engineers & Developers, i.e. the above said Developer vide No. 1921/2019 dated 10/04/2019 and registered at Sub Registrar office at Aurangabad at same time the owner has executed General Power of Attorney vide No. 1922/2019 dated 10/04/2019 and registered at Sub Registrar office at Aurangabad.
6. AND WHEREAS, the Grantor / Developer has purchased TDR from M/s. Hindustan Samuh Awas Limited Through Chairman & Managing Director, Mr. Sitaram Ratanlal Agrawal through its Legal Irrevocable Power of Attorney Holder M/s. Sqare Associate through its members Attorney Mr. Anil Madanlal Chordiya, vide Deed of Transfer of Development Rights vide No. **2927/2019 dtd. 03.06.2019** admeasuring **102.86 Sq.Mts** out of 5109.67 Sq.Mts. sanctioned vide Certificate No. **AMC/TP/DRC/05/2018, dated 27/12/2018** to M/s. Hindustan Samuh Awas Limited Through Chairman & Managing Director, Mr. Sitaram Ratanlal Agrawal by Aurangabad Municipal Corporation, Aurangabad. Subsequently the Grantor / Developer has purchased TDR from M/s. Hindustan Samuh Awas Limited Through Chairman & Managing Director, Mr. Sitaram Ratanlal Agrawal vide Deed of Transfer of Development Rights vide No. **2925 /2019 dtd. 03.06.2019** admeasuring **680.39 Sq.Mts** out of 8804.40 Sq.Mts. sanctioned vide Certificate No. **AMC/TP/DRC/05/2018, dated 27/12/2018** to M/s. Hindustan Samuh Awas Limited Through Chairman & Managing Director, Mr. Sitaram Ratanlal Agrawal by Aurangabad Municipal Corporation, Aurangabad.
7. That, Declaration U/sec.2-A of **Maharashtra Apartment Ownership Act 1970** was executed and registered at the Office of the Registrar, Aurangabad vide No. 5180 dated 10.11.2020 thereby the proposed building "**GURU MAYEE APARTMENT**" has been submitted to the provisions of **Maharashtra Apartment Ownership Act 1970**.
8. That the residential cum commercial Building, Flat being constructed on the property described in schedule-A, will be known as "**GURU MAYEE APARTMENT**" and in no case the name will be changed, in this project as per permission granted for 09 flats, 02 Shops & said building will consist of 4 floors such as **Ground floor, First floor, Second floor, Third floor & Fourth floor**.
9. That the property **Plot No. 12, CTS No. 15304/17 adm. 485.50 sq. Mt. Situated at Shivneri Nagar, Garkheda, Aurangabad**, & as per plan The Grantor/Developer has accordingly obtained approval from Aurangabad Municipal Corporation has issued first building permission on dt. 07.12.2019 in the approval No.DDMCB/B/2019/APL/00848 and

commenced construction as per permission granted by Aurangabad Municipal Corporation.

10. The Owner and OWNER/ BUILDER obtained necessary permissions by various Govt. Departments for development of the said property and construction of the said building.
11. Title Report (which showing the title flow and encumbrances if any, to or upon the said property) in respect of the said property issued by advocate competent to issue the same has been annexed herewith, as **ANNEXURE-A** and the copy of PROPERTY REGISTRATION CARD in respect of the said property and **ANNEXURE -B** respectively. Search report and Title Opinion has been handed over separately to the Allottee / purchaser herein and the same shall be read with this Agreement.
12. The Aurangabad Municipal Corporation Aurangabad, being also planning Authority, under the Maharashtra Regional and Town planning Act, 1966 has sanctioned the building plan. The relevant copies of the commencement certificate is annexed herewith and marked as **ANNEXURE - C**, pursuant to and in accordance with the afore stated sanction plan and revisions thereof, sanctioned and approved by the Aurangabad Municipal Corporation, Aurangabad. The OWNER/ BUILDER has commenced the development on the said property.
13. While sanctioning the said plans, the Aurangabad Municipal Corporation Aurangabad/ planning Authority imposed certain terms, conditions stipulation restrictions which are to be observed and performed by the OWNER/ BUILDER while developing the said property and the construction of the said building and upon due observance and performance of which only the completion and occupancy certificate in respect of the said project shall be granted by the planning Authority.
14. The OWNER/BUILDER has entered into standard agreement with M/s. Nagesh Zolgikar an architect registered with the council of architect and such agreement is as per the agreement prescribed by the councils of architect and the OWNER/BUILDER also appointed Mr. N.K.Karkhane structural engineers for the preparation of structural design and drawings of the said building and the OWNER/BUILDER accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said building.
15. The OWNER/BUILDER has at the time of allotment and prior to the execution hereof as demanded by the Allottee/purchaser given inspection to the Allottee/purchaser of all documents of title relating to the said project property and the plans design and specification prepared by the architect copies of documents inter-alia such as all sanctions, licenses,

clearances etcetera issued in favour of OWNER/BUILDER by various local/government/semi government bodies; right of the OWNER/BUILDER to develop the said project on said property and all other related documents as are specified under the real estate (regulation and development) Act, 2016 and the rules made there under, (said "ACT") and the Allottee /purchaser has satisfied himself about the plans design and specifications of Shop, title of the OWNER/BUILDER to the said project property and OWNER/BUILDER having development rights to develop the said project property including and to allot and sell the said Flat /flat.

16. That the carpet area of the said apartment is in square meters and **carpet area** means the net usable floor area of an Flat excluding the area covered by the external walls areas under services shafts exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or veranda area exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/purchaser, but includes the area covered by the internal partition walls of the Shop; **Explanation:-**the carpet area started here in includes the area covered by the internal partition walls which may be constructed of plain bricks reinforced brick clay terracotta, drywall, concrete plain or reinforced drywall, shear walls precast concrete as those being walls that are partition within the internal area of the Flat and also includes area covered by internal and attached column's/pillars to the internal partition walls of the Shop.
17. The Allottee/Purchaser knowing well the above facts and having satisfied with the sanction plan, floor plan, specification, design, areas, location of the Apartment building project, amenities, common area, title documents, sanction, applied for allotment of a Flat bearing no. ___ admeasuring ___ Sq.Mtrs. Carpet area (Built up Area ___ Sq. Mts.) & for PR Card Area ___ Sq.Mts on ___ floor in **Guru Mayee Apartment** being constructed on the said property, the Flat is more particularly described in the **Schedule-B written** hereunder and delineated in red in the floor plan which is also part of the said **Schedule-B**, with general specification of construction more particularly described in the **ANNEXURE-E** written hereunder ,which Flat is hereinafter referred to as the said "SHOP"; (for the sake of convenience of registration ,smaller image of the relevant floor plan of building sanctioned by the planning Authority and certified by the Architect is annexed as **Schedule-B** and a certified copy of sanctioned plan is separately provided to the Allottee/purchaser).The OWNER/BUILDER has agreed to provide common areas and facilities for common use of the residential cum commercial, residents of the said building and the same shall be as described in the **ANNEXURE-H** enclosed here to smaller images of present sanctioned building plan, delineating the said building are annexed and marked as **ANNEXURE-C**.

1. Relying upon the said application the OWNER/BUILDER agreed to allot to the Allottee/Purchaser herein the said Flat No.____ at the price and on the terms and condition hereinafter appearing, and the OWNER/BUILDER issued to the Allottee/Purchaser "**ALLOTMENT LETTER**" dated _____to that effect; that the parties relying on the confirmation, representation 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.
2. Prior to the execution of these presents the Allottee/Purchaser has paid to the OWNER/BUILDER a sum of Rs._____/-(Rupees _____ only) (not exceeding 10 % of the total consideration) as advance payment in compliance with clause 139 (10) of the said Act), being part payment of the sale price/consideration of the Flat agreed to be sale by the OWNER/BUILDER to the Allottee/Purchaser as advance payment or earnest money deposit, or holding amount or application fee (the payments and receipt where of the OWNER/BUILDER both hereby admit and acknowledge) and the Allottee/Purchaser agreed to pay to the OWNER/builder the balance of the sale price/consideration in the manner hereinafter appearing.
3. The Allottee/Purchaser having satisfied with the specification of said Shop; and with the above said title documents and sanction inspected by him, agreed to purchase the said Flat from the OWNER/BUILDER and the ONWER/BUILDER agreed to allot the same to the Allottee/Purchasers for and the prise hereinafter mentioned.
4. The ONWER/BUILDER has registered the said project the provision of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No. _____. The authenticated copy of the same is annexed here to and marked as **ANNEXURE-F**.
5. Under section 13 Of The Said Act the ONWER/BUILDER is required to execute a written agreement for sale of said Flat with the Allottee/Purchaser, being in fact these presents and to register the said Agreement under the registration Act 1908.
6. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the ONWER/BUILDER hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the said Flat and the parties here to therefore have executed this agreement

for sale to witness the terms and condition thereof and in compliance with section no.13 of the said act as under:-

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. The ONWER/BUILDER shall construct the one residential cum Commercial building consisting of **Four floors** on the said property in accordance with the plans, designs and specification as approved by the planning Authority from time to time.

Provided that the ONWER /BUILDER shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modification which may adversely affect the Flat of the Allottee/Purchaser except (i) any alteration or addition required by any government authority or due to change in law or (ii)the ONWER/BUILDER may make such minor addition or alternation as may be required by the Allottee/Purchaser, or such minor changes or alternations as may necessary due to architectural and structural reason duly recommended and verified by the Architect or engineer after proper declaration and intimation to the Allottee/Purchaser.

2. The OWNER/BUILDER does hereby agree to sale, transfer and otherwise convey in the manner hereinafter mentioned, the said Flat bearing No. __ (____) admeasuring _____ Sq.Mt. Carpet area (Built up Area _____ Sq. Mts.) & for PR Card _____ Sq. Mts.on _____ Floor, in **GURU MAYEE APARTMENT** which described in **Schedule-B**, residential cum commercial building being constructed on the said property described in **Schedule-A** unto and in favour of the Allottee/Purchaser herein, subject to the terms and condition here and the Allottee/Purchaser does hereby agrees to purchase the same from the OWNER/BUILDER for the total consideration of Rs._____/-(Rupees _____ Only)including cost of proportionate common area, and out of which Rs._____/-(Rupees _____ Only) purchaser has paid the earnest amount to OWNER/BUILDER as under:-

Sr	Cheque No.	Date	Amount	Bankers
1				
2				
3				
4				
		Total		

As such Developer/Vendor hereby acknowledges the receipt of the same. The purchaser shall pay the remaining amount of consideration of in the manner provided in the clause no.4 hereof.

3. The above said total consideration excludes taxes (consisting of tax paid or payable by way of **GST (Goods and Service tax), cess, payment for electricity connection, electricity infrastructure charges, stamp duty, registration charges and payment relating to extra items etc.** Or any other similar taxes which may be levied, in connection with the construction of and carrying out the project) up to the date of handing over the possession of the said Flat and the above said total consideration is escalation-free, safe and except escalation/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 to time to time. The OWNER/BUILDER undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, levies imposed by the competent authorities etc., the ONWER/BUILDER 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/Purchaser, which shall only be applicable on subsequent payments. the Owner/Builder may charge the Allottee/Purchaser separately for any up-gradation/changes specifically requested, made changes in specification or additional work other than agreed in fittings, fixtures and specification and other facility which have been done on the Allottee/purchaser request or approval but which have not been agreed upon herein or shown in the website of the registered authority.
4. In consideration there of the Allottee/Purchaser paid and/or agreed to pay the above said total consideration for the purchase of the said Flat to the promoters and the ONWER/BUILDER agreed to accept the same from the Allottee/Purchaser as per the payment Schedule as under:-

Amount	Particulars or stage of payment
Rs._____	20% of the total price payable by the purchaser to the OWNER/BUILDER on execution of Agreement.
Rs._____	15% of the total price payable by the purchaser to the OWNER/BUILDER at the time of completion of plinth.
Rs._____	05% of the total price payable by the purchaser to the OWNER/BUILDER at the time of commencement of the 2 nd slab of the Building.
Rs._____	05% of the total price payable by the purchaser to the

	OWNER/BUILDER at the time of commencement of the 03 rd slab of the building.
Rs. _____	05% of the total price payable by the purchaser to the OWNER/BUILDER at the time of commencement of the 4 th slab of the building.
Rs. _____	05% of the total price payable by the purchaser to the OWNER/BUILDER at the time of commencement of the 05 th slab of the building
Rs. _____	05% of the total price payable by the purchaser to the OWNER/BUILDER on completion of wall, internal plaster, floorings, doors and windows f the said unit.
Rs. _____	10% of the total price payable by the purchaser to the OWNER/BUILDER on completion the, staircases, lift wells, lobbies up to the floor level of the said unit
Rs. _____	10% of the total price payable by the purchaser to external plumbing, and external plaster, elevation, terraces with waterproofing of the said building or wing of the said unit
	05% sanitary Fittings
Rs. _____	05% balance amount of the total price payable by the purchaser to the OWNER/BUILDER at the time of delivery of possession on or after occupancy of certificate or completion certificate of the said unit
Rs. _____	Total (_____only) amount (100%)

5. That, on completion of the Shop, the Purchaser shall be given intimation by the OWNER/BUILDER and within a 15 days from the said intimation the purchaser will have to pay all the dues towards the price of the Shop, GST and other applicable cess, payment for electricity connection electricity infrastructure charges and payment relating to extra terms and get the sale deed executed in his/her/their favour at his/her/their own cost and take the possession of the Shop.
6. Subject to the terms of this Agreement and the OWNER/BUILDER abiding by the construction mile stones, the Allottee/Purchaser shall make all payments, on demands by the OWNER/BUILDER, Schedule though A/c payee cheque / demands draft only or online payment(as applicable)in favour of **M/s. Anil M Agraharkar Engineer and Developers through its proprietor Mr. Anil Madhavrao Agraharkar**

The OWNER/BUILDER herein on due date /or on reaching aforesaid construction milestone/stage as mentioned here in above, shall intimate the amount payable in writing or by digital email to the Allottee/Purchaser shall

make payment of such due amount to the OWNER/BUILDER within seven days from the date of such intimation. The Allottee/Purchaser herein specifically agrees that he/she/they shall pay the total consideration along with the GST at actual applicable and such other applicable taxes, charges etc.

7. The OWNER /BUILDER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser as per the aforesaid payment schedule. the revision/withdrawal, once granted to an Allottee/Purchaser by the DEVELOPR/BUILDER.

8. The OWNER/BUILDER shall confirm the final carpet area, that has been allotted to the Allottee/Purchaser after the construction of the said 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,

If there is any increase in the carpet area and enclosed balcony area allotted to Allottee/Purchaser. The OWNER/BUILDER shall demands additional amount form the Allottee/purchaser per the next milestone of the payment Schedule. All these monetary adjustments shall be made at the same rate per Square meter as agreed in clause no.2 of this Agreement.

9. The Allottee/Purchaser authorizes the OWNER/BUILDER to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding, if any, in his/her names as the OWNER/BULDER may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demands/direct the OWNER/BUILDER to adjust his payments in any manner.
10. Without prejudice to the right of the OWNER/BUILDER to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/Purchaser shall be bound and liable to pay interest as specified in the rules of the said Act, with monthly rests, on all amount which become due and payable by the Allottee/Purchaser to the OWNER/BUILDER till the date of actual payment, provided that, Tender of the principal amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the OWNER/BUILDER under this construed as Agreement, nor shall it be construed as condemnation of delay by the OWNER/BUILDER. The amount of interest may be informed to the Allottee/Purchaser from time to time or on completion of the said project Shop, and the Allottee/purchaser/s has agreed to pay the same as and when demanded before the possession of said Shop.

11. Without prejudice to the right of OWNER/BUILDER to charge interest in terms of above mentioned clause, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the OWNER/BUILDER UNDER THIS Agreement (including his / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three default of payment of instalments, the OWNER/BUILDER shall at his own option, may terminate this Agreement.

Provided that, OWNER/BUILDER shall give notice of fifteen days in writing to the Allottee/Purchaser, by registered post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, 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/Purchaser fails to rectify the breach or breaches mentioned by the OWNER/BUILDER within the period of notice then at the end of such notice period, OWNER /BUILDER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the OWNER/BUILDER shall refund the amount till then received from the Allottee/BUILDER without any interest thereon within a period of 30 days, by the deducting:(1) an amount of **Rs. 1,00,000/- (Rupees one lakh only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rule of the said Act) payable on Outstanding amount overdue from the Allottee/Purchaser, (2) the stamp duty, registration charges, cost of extra work etc. and (3) the amount of GST or any other taxes charged by the OWNER/BUILDER to the Allottee/Purchaser till the date of such termination and the OWNER/BUILDER herein shall be entitled to deal with the said Flat with any prospective buyer, Delay in issuance of any reminder/s or notice/s from the OWNER/BUILDER absolute right to terminate this Agreement. For whatsoever reason if the Allottee/Purchaser herein, without any default or breach on his/her/their part or on the part of the OWNER/BUILDER desire to terminate this agreement/transaction in respect of the said Flat then the Allottee/Purchaser herein shall issue a prior written notice to the OWNER/BUILDER informing the intention of the Allottee/Purchaser to terminate this Agreement and on such receipt of notice the OWNER/BUILDER herein shall be entitled to deal with the said Flat with prospective buyer. After receipt of such notice of intention to terminate this Agreement the OWNER/BUILDER shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation, the Allottee/Purchaser shall be entitled to receive the refund of the amount till then paid by the Allottee/Purchaser to the OWNER/BUILDER without any

interest thereon within a period of six months, by deducting, (1) an amount of **Rs. 100000/(Rupees one lakh only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the rules of the said Act) payable on outstanding overdue from the Allottee/Purchaser.(2) the stamp duty, registration charges, cost of extra work etc. and (3) the amount of GST and LBT charged by the OWNER/BUILDER to the Allottee/Purchaser till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat No. 03 between the OWNER/BUILDER and Allottee/PURCHASER herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the OWNER/BUILDER and Allottee/Purchaser herein, in respect of the said Shop, shall stand automatically cancelled and either party have any right, title, interest or claim against each other.

12. The Owner/BUILDER shall have first and permanent lien and charge upon the said Flat and the right, title and interest of the Allottee/Purchaser to the OWNER/BUILDER under this agreement.
13. The OWNER/BUILDER shall construct on the said property the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/Purchaser prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the OWNER/BUILDER in their absolute authority may consider expedient. Provided that the OWNER/BUILDER shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Flat of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.
14. The OWNER/BUILDER hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. Departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The OWNER/BUILDER shall, before handing over possession of the said Flat to the Allottee/Purchaser obtain from the concerned local authority completion/occupancy certificate in respect inter-alia of the said Shop. The terms, conditions, stipulations and restrictions imposed by the concerned authorities at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/Purchaser herein and all Allottee/Purchaser of the Flat of the project and OWNER/BUILDER.

15. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lift to be provided by the OWNER/BUILDER in the said building and the apartment are as set out in Annexure annexed hereto.
16. The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows :-
- a) The OWNER/BUILDER agrees and understands that timely delivery of possession of the Flat is the essence of this Agreement. Subject to receipt of total consideration and dues of the OWNER/BUILDER and taxes thereon are paid by the Allottee/Purchaser in respect of the said Flat on time, in term of these presents the OWNER/BUILDER, based on the approved plans and specifications, assures to handover possession of the said Flat **on or before _____(i.e. date of possession)** Provided that the OWNER/BUILDER shall be entitled to reasonable extension of time as agreed by between the Allottee/Purchaser and the OWNER/BUILDER for giving possession of the Flat on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Further if the completion of building in which the Flat is to be situated is delayed on account of :-

- i) War, civil commotion, flood, drought, fire, cyclone, earthquake, Act of God or any calamity by nature affecting the regular development of the real estate project or due ban on construction due to shortage of sand or water etc. by local body the Allottee has committed any default in payment of instalment as mentioned here in above (without prejudice to the right of the OWNER/BUILDER to terminate this agreement mentioned herein above), any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee/Purchaser, non-availability of steel, cement or any other building materials, water or electric supply, any delay on the part of the office of the Collector, Aurangabad or any other public Body or Authority, including the MSEDCL, in issuing or granting necessary Permissions/licenses/Connections of any service such as Electricity, Drains and water Connections and Meters to the said land, any other reasons beyond the control of the OWNER/BUILDER or ("Force Majeure").
- ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said project/building could not be carried by the OWNER/BUILDER as per sanctioned plan due to specific stay or injunction orders relating to the

said project from any court of law, Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

- iii) If however, the completion of the said project is delayed due to the force Majeure conditions then the Allottee/Purchaser agrees that the OWNER/BUILDER shall be entitled to the extension of time for delivery of possession of the Shop, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirm that, in the event it becomes impossible for the OWNER/BUILDER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the OWNER/BUILDER shall refund to the Allottee/Purchaser the entire amount received by the Owner/BUILDER from the Allottee/Purchaser within 30 days' from that date.

After any refund of the money paid to the Allottee/Purchaser. Allottee/Purchaser agrees that he/she/they shall not have any rights, claims etc. against the OWNER/BUILDER and that the OWNER/BUILDER shall be released and discharged from all its obligations and liabilities under this Agreement.

- iv) The Allottee/Purchaser further agree that even where substantial completion of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Flat shall be given. That substantial completion would mean works done that do not affect his use or occupation of his/her Flat and he/she can cohabit in the said Shop. However if the OWNER/BUILDER is not allowed by the Allottee/Purchaser or any person on his/her behalf to complete the remaining portion of the work. It shall be accepted by and between the parties that the remaining work shall be deemed to have been done as and against the OWNER/BUILDER.
- v) The OWNER/BUILDER upon obtaining the Occupancy Certificate from the planning Authority shall offer in writing to the Allottee/Purchaser intimating that, the said Flat is ready for use and occupation. The Allottee/Purchaser herein shall inspect the said Flat in all respect to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the OWNER/BUILDER as per terms and conditions of this Agreement and take the possession of the said Flat within 15 days' from the date of written intimation issued by the OWNER/BUILDER agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of

fulfilment of any of the OWNER/BUILDER. The documentation on part of the OWNER/BUILDER. The Allottee/Purchaser agrees to pay the maintenance charges as determined by the OWNER/BUILDER body of the Flat Allottee/Purchaser/association of Allottee/Purchaser, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/Purchaser to apply and get necessary services the same shall not be undertaken by the OWNER/BUILDER and the Allottee/Purchaser shall be solely responsible for the same.

- vi) Upon receiving a written intimation from the OWNER/BUILDER as stated hereinabove, the Allottee/Purchaser/s shall take possession of the said Flat from the OWNER/BUILDER by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement and the OWNER/ BUILDER shall give possession of the said Flat to the Allottee/Purchaser. In case the Allottee/Purchaser fails or commits delay in taking possession of said Flat within the time provided hereinabove, such Allottee/Purchaser shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat and the OWNER/BUILDER shall not be liable for the maintenance wear and tear of the said Shop.
- vii) After obtaining the occupancy certificate and handing over physical possession of the said Flat to the Allottee/Purchaser. It shall be the responsibility of the OWNER/BUILDER to handover the necessary documents and plans, including common areas, to the association of the Allottee/Purchaser or the competent authority, as the case may be as per the local laws. Further that the Allottee/Purchaser has given his specific confirmation herein that responsibility of title of the properties mentioned in the schedule No. A & B shall be on the OWNER/BUILDER up and until the conveyance of the same as envisaged hereinafter.
- viii) Except for occurrence of the events stating herein above the OWNER/BUILDER fails to complete or is unable to give possession of the said Shop: (i) in accordance with the terms of this Agreement duly completed by date specified herein or(ii) due to discontinuance of his business as a OWNER/BUILDER on account of suspension or revocation of the registration under the said Act: or for any other reason the OWNER/BUILDER shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser wishes to withdraw from the project without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat by deducting applicable taxes and charges, with the interest as specified in the Rules of the said Act with the

interest as per state Bank of India highest Marginal cost of landing rate plus 2% percent per annum within 30 days including compensation in the manner as provided under the Act within 30 days including compensation in the manner as provided under the said Act provided that where if the Allottee/Purchaser does not intend to withdraw from the said project the OWNER/BUILDER shall pay the Allottee/Purchaser interest as specified in the Rules of the said Act on all amounts paid by the Allottee/Purchaser for every month of delay, till handing over of the possession of the said Shop.

17. Time is an essence of this Agreement for the OWNER/BUILDER as well as the Allottee/Purchaser. The OWNER/BUILDER shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the occupancy certificate or the completion certificate or both as the case may be similarly the Allottee/Purchaser shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the OWNER/BUILDER as provided hereinabove ("payment schedule" above for brevity).
18. If within a period of 05 years as specified in the Rules of said Act. The Allottee/Purchaser from the date of handing over the said Flat or within 15 days from the date of intimation by the OWNER/BUILDER to take the possession of the said Flat whichever is earlier, brings to the notice of the OWNER/BUILDER only structural defect in the Flat /flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of services then wherever possible such defects shall be rectified by the OWNER/BUILDER at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the OWNER/BUILDER, Compensation for such defect in the manner as provided under the Act.
19. Provided however, that the Allottee/Purchaser shall not carry out any alterations of the whatsoever nature in the said Shop/passage/Balcony/Parking area or any place of the said Building/s which shall include but not limit to columns beams etc. or in the fitting therein, in particular it is hereby agreed that the Allottee/Purchaser 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 consent of the OWNER/BUILDER the defect liability automatically shall become void.

20. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the OWNER/BUILDER, and shall not mean defect/s caused by normal wear and tear and by negligence of Flat by the occupants of nature etc.
21. That it shall be the responsibility of the Allottee/Purchaser to maintain his/her Flat in proper manner and take all due care needed including but not limiting to the joints in the tiles in his /her Flat are regularly filled with white cement/epoxy to prevent water seepage further where the manufacturer warranty as shown by the OWNER/BUILDER to the Allottee/Purchaser end before the defect liability period and such warranties are covered under the maintenance of the said Flat of Building and if the annual maintenance contract are not done/renewed by the Allottee/purchaser the Owner/BUILDER shall not be responsible for any defect occurring due to the same.
22. 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 Shop/s and the common project amenities wherever applicable.
23. That the Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the entire Building includes minor hairline cracks on the external and internal walls excluding the R C C 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 provided further that any deviation in usage/ maintenance of the said Flat in contravention to user Manual shall amount to default on part of the Allottee/purchaser towards proper maintenance of the residential cum commercial building and the Allottee/Purchaser shall not be entitled for claim any compensation against defect liability from the Owner/Builder. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same shall then submit a report to state the defect in materials used, in the structure built of the said Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee /Purchaser shall permit the Owner/BUILDER and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

24. Howsoever for the purpose of defect liability on towards the Owner/BUILDER the date shall be calculated from the date of handing over possession to the Allottee/Purchaser for fit outs and interior works or within 15 days from the date of intimation of possession of the said Flat by the Owner/BUILDER whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said building as stated in this Agreement. That further it has been agreed by the Allottee/Purchaser that any damage or change done within the Flat sold or in the building/phase/wing done by him/them or by any third person on and behalf of the Allottee/Purchaser then the Allottee/Purchaser expressly absolves the owner/BUILDER from the same.
25. The OWNER/BUILDER hereby represents and warrants to the Allottee/Purchaser as follows.
- I. The OWNER/BUILDER has clear and marketable title with respect to the said property, as declared in the title certificate/report annexed to this agreement and the OWNER/BUILDER has the requisite rights to carry out development upon the said property/project land and also has actual, physical and legal possession of the said property for the implementation of the project.
 - II. The Owner/BUILDER 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 said property 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 said property or project.
 - V. All approvals, licenses and permits issued by the competent authorities with respect to the project, said property 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, said property said building/wing shall be obtained by following due process of law and the OWNER/BUILDER has been and shall at all times, remain to be in compliance with all applicable laws in relating to the project, said property, Building/wing and common areas;

- VI. The OWNER/BUILDER 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/Purchaser created herein, may prejudicially be affected;
- VII. The OWNER / BUILDER has not entered into any agreement for sale and / or any person or party with respect to the said property , including the project and the said Flat which will , in any manner, affect the rights of Allottee/Purchaser under this Agreement; other than the encumbrances mentioned in titled Report.
- VIII. The Owner/Builder confirms that the OWNER/BUILDER is not restricted in any manner whatsoever from selling the said Flat to the Allotter/Purchaser in the manner contemplated in this Agreement.
- IX. At the time of execution of the conveyance of the structure to the association of allotter/Purchaser the OWNER/BUILDER shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee/Purchaser:
- X. The OWNER/BUILDER has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monetary 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 OWNER/BUILDER in respect of the said property and/or the project except those disclosed in the little report.
26. The Allottee/Purchaser or himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenants with the OWNER/BUILDER as follows:-
- i. To maintain the Flat at the Allottee/Purchaser own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorise, if required.

- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which good is objected to by the concerned local or other authority and shall take care while carrying heavy package which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damages is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition. State and order in which it was delivered by the OWNER/BUILDER to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair an condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the Shop/Fat without the prior written permission of the OWNER/BUILDER.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the Flat 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 Flat in the compound or any portion of the said property/project land and the building in which the Flat is situated.

- vii. Pay to the OWNER/BUILDER within 15 days of demand by the OWNER/BUILDER, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat 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 use of the Flat by the Allottee/Purchaser for any purposes other than for purpose for which it is said.
- ix. The Allottee/Purchaser shall not let, sublet, transfer assign or part with interest or behalf factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/Purchaser to the OWNER/BUILDER under this Agreement are fully paid up.
- x. The Allottee/purchaser shall observe and perform all the rules and regulations may adopt 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 Flat therein and for the observance and performance of the building Rules, Regulations and by-laws for the time being of the concerned local authority and of Government and other public bodies and also adhere the by-laws mentioned in Deed Of Declaration u/s 2-a Maharashtra Apartment Ownership Act 1970. The Allottee/Purchaser shall also observe and perform all the stipulation and conditions laid down by the OWNER/BUILDER regarding the occupancy and use of the Flat in the building shall pay and contribute regularity and punctually towards the taxes, expenses or other out-goings in accordance with the term of this Agreement.
- xi. The Allottee/Purchaser shall not be entitled to claim possession of the said Flat until the Occupancy/Completion Certificate is received from the local authority and the Allottee/Purchaser has paid all dues payable under this Agreement in respect of the said Flat to the OWNER/BUILDER and has paid the necessary maintenance amount/deposits, GST and other applicable Cess and other taxes payable under Agreement
- xii. That the Allottee /Purchaser shall indemnify and keep indemnifying the OWNER/BUILDER against any actions proceedings, cost, claims and demands in respect of any breach, non- observance or non-performance of such obligations given specifically herein to the Allottee/Purchaser/s.
- xiii. That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the OWNER/BUILDER and the Allottee/Purchaser and the same shall be paid by the Allottee/Purchaser as agreed mutually.

- xiv. That nothing herein contained shall constitute as entitling the Allottee/Purchaser any right on any of the adjoining, neighbouring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Purchaser to the OWNER/BUILDER in this regards.
- xv. That, from the date of possession of Shop, the Allottee/Flat purchaser will be bound to pay all the taxes of local authority and other taxes attributable to the Flat purchased by him, whether assessed separately or not. Similarly from date of sale deed or possession whichever is earlier, the Allottee/Flat purchaser is liable to pay common maintenance charges without any demur, either he may use or not use the said Flat personally or through anybody claiming through him.
- xvi. That the Allottee/Flat purchaser will also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour. The OWNER/BUILDER will do common maintenance of the project only for 06 months from the date of first possession handover to any of the purchaser in the project and after 06 Months, all the Allottee/Flat purchaser's shall do the work of maintenance work on their own, even they use or not use the said unit and Owner/Vendor will not be responsible in any manner.
- 27. The Allottee/Purchaser has inspected the sanctioned plans of the said Building of the said project and the conditions stipulated therein by the planning Authority and the Allottee/Purchaser shall not raise any complaint/objections of whatsoever nature and shall abide by the same all time and after having covenanted to that effect in favour of the OWNER/BUILDER, the Allottee/Purchaser has agreed to purchase the said Flat from the OWNER/BUILDER
- 28. The Aurangabad Municipal Corporation Aurangabad provided potable water in said building at present and also bore well on which motor installed at present sufficient water available, in case in future any storage of water in that situation all the Allottee/Purchaser shall make arrangement at their own cost. The OWNER/BUILDER shall not be in any way responsible for non-supply or inadequate supply of water to the project.
- 29. The Allottee/Purchaser shall not use or permit to be used the said Flat or any part thereof for any purpose other than purpose as allowed by planning Authority at the time of sanctioning the plan of the proposed building/s or at any time thereafter.
- 30. The Allottee/Purchaser shall not let, sublet, transfer, assign or part with the possession of the said Flat or any part thereof nor shall the Allottee/Purchaser create any lease, lien, mortgage, charge and /or any other encumbrances and/or third party interest in and/or any respect of the said

Flat or any part thereof and in respect of any of the rights hereunder conferred upon the Allottee/Purchaser in any manner whatsoever until entire consideration and all dues, taxes and GST at actual etc. payable by the Allottee/Purchaser under this agreement are paid in full and only if the Allottee/Purchaser has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the OWNER/BUILDER to whom the said property/project land and the said Building thereon may have been leased assigned or transferred in the manner inter alia hereby envisaged.

31. After the OWNER/BUILDER executes this agreement he shall not mortgage or create a charge on the said Flat 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/Purchaser who has/have taken or agreed to take such Shop.
32. If the Allottee/Purchaser is purchasing the said Flat from the OWNER/BUILDER for investment purpose, then the Allottee/Purchaser shall be entitled to sell the said Flat even during the construction stage to any person of own choice. The OWNER /BUILDER shall issue in his favour necessary No-Objection Certificate to that effect and also shall co-operate the Allottee/Purchaser in that regard, provided i) the Allottee/Purchaser pays entire consideration amount to the OWNER/BUILDER before so selling the said Shop, and ii) the subsequent Allottee/Purchaser of the said Flat absolutely to abide by all terms and condition of this Agreement and also Deed of Declaration executed by OWNER/BUILDER for all purposes and unconditionally agrees to stand in the shoes of the Allottee/Purchaser. If the Allottee/Purchaser/ transfers/ assigns the said Flat in favour of the subsequent Allottee/Purchaser within stipulated period laid down by relevant law/s time being in force the Allottee/Purchaser subsequent Allottee/Purchaser will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.
33. The Allottee/Purchaser prior to the execution hereof has/have perused (a) all the documents under which the OWNER/BUILDER acquired the ownership rights in respective portions of said property. (b) all documents under which the OWNER/BUILDER acquired title and ownership rights over the said property and to sell the Flat constructed by the OWNER/BUILDER in the course of such development of the said property and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said property and are satisfied with the legality and adequacy of the same.

34. The Builder/developer shall maintain a separate account in respect of sums received by the Builder/Developer 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 purpose for which they have been received.
- 35. The OWNER/BUILDER hereby declares that as per the prevailing Development Control Regulation the total FSI in respect of the said property is admeasuring _____ Sq.Mt and additional FSI _____ Sq.Mt., and OWNER/BUILDER as per permission granted by Collector Aurangabad consumed FSI admeasuring _____ Sq.Mt., the Owner/Builder will purchase TDR _____ Sq.Mt. and permissible paid FSI and obtain revise construction permission from AMC for total 09 flats, 02 Shops.**
36. The Allottee/Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of commercial only. He shall use the parking space only for purpose of keeping or parking vehicle.
37. The all the Allottee/Purchaser shall join in forming and registering the Association or society or maintenance society to or some such name as the OWNER/BUIDER 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 for becoming a member, including the bye-laws of the proposed society and duly fill in sign and return to the OWNER/BUILDER within seven days of the same being forwarded by the OWNER/BUILDER to the Allottee/Purchaser, so as to enable the OWNER/BUILDER to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association or Deed of Declaration as may be required by the Registrar of Co-operative societies or the Register of Companies, as the case may be, or any other competent Authority.
38. Under no circumstances, the Allottee/Purchaser or the organization of the Allottee/Purchaser shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/Purchaser including in their share of contribution in maintenance charges either to the OWNER/BUILDER or to any other agencies or authorities, is actually paid by such Purchaser/Organization of purchasers. All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee/Purchaser only.

39. The conveyance of title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Flat shall be as under :-

1. The said project shall be known and called as **GURU MAYEE APARTMENT**.

2. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the **Maharashtra Apartment Ownership Act 1970 and rules there under.**

3. That OWNER/BUILDER after completion of the said project as per provisions of the Maharashtra Apartment Ownership Act, 1970, the promoter will form and register Association. The Allottee/Purchaser shall observe rules and regulations of the Association.

4. The amenities/facilities, common areas and rights of ways etc. enlisted in Annexure-1 shall be enjoyed by all the Allottee/Purchaser of said project jointly, unless the OWNER/BUILDER has provided otherwise. After completion of the said project the common areas and amenities/facilities as enlisted in the Annexure-1 shall be handed over by the OWNER/BUILDER Allottee/Purchaser and they shall maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the respective Shop/Allottee/Purchasers.

5. Under no circumstances, the Allottee/Purchaser shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/Purchaser either to the OWNER/BUILDER or to any other agencies or authorities are actually paid by the Allottee/Purchaser.

40. The OWNER/BUILDER shall give membership of the Allottee/Purchaser only on receiving entire consideration and/or other dues and deposits from him. Further the Allottee/Purchaser shall sign necessary forms, papers and documents as per the direction of the OWNER/BUILDER as and when required by the OWNER/BUILDER.

41. Any delay tolerated, indulgence shown by the OWNER/BUILDER in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/Purchaser by the OWNER/BUILDER shall not be considered or construed as a waiver on the part of the OWNER/BUILDER of any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee/Purchaser nor shall the same in any manner prejudice the rights of the OWNER/BUILDER.

42. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said property and building/s or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the

property of the OWNER/BUILDER, until the conveyance is made in favour of the society, as envisaged hereinbefore. It is further certifies that the Owner/Builder already submitted this project **"GURU MAYEE APARTMENT"** to apartment Ownership Act 1970 by executing Deed of Declaration U/s 2 A of said act , as per provisions of 10(2) **Maharashtra Ownership Flat** (regulation of the promotion of 3. Construction, sale, management and transfer) Act, 1963, if any property consisting of building or buildings is constructed or to be constructed 2 (and the promoter submits such property to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and registering a Declaration as provided by that Act) then the promoter shall inform the Register as define in the Maharashtra Co-operative Societies Act, 1960, accordingly; and such cases, it shall not be lawful to form any Co-operative society or company, In view of these legal position the OWNER/BUILDER if necessary will execute conveyance if favour of propose Association or society or apex body as and when required.

43. The Allottee/Purchaser shall not any time demand partition of his/her/their interest in said Flat and /or in the said property/building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/Purchaser in the said Flat and/or in the said property/building are impartible and it is agreed that the OWNER /BUILDER shall not be liable to execute and /or cause to be executed any conveyance or any other document in respect of the said Flat in favour of the Allottee/Purchaser except as is herein expressly provided.

44. All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, etcetera in respect of the said property/ Building and/or the said Flat and/or this Agreement and/or this transaction shall be borne and paid exclusively by the Allottee/Purchaser. The Allottee/Purchaser hereby undertake to indemnify and keep the OWNER/BUILDER indemnified all the time and keep the OWNER/BUILDER harmless from all losses that may be suffered by the OWNER/BUILDER on account of non- payment and /or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings etcetera and other defaults., or any breach of term and conditions of this agreement on part of the Allottee/Purchaser.

45. By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Law at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST etcetera under concerned Acts/Rules/Legislations etcetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction. Such taxes shall be exclusively payable by the Allottee/Purchaser on demand at any time without rendering either the OWNER/BUILDER and/or the Owner/Consenting Partly No. 1 liable in this behalf in

any manner whatsoever. In such an event the OWNER/BUILDER shall have the right to recover/collect, such taxes, duties by the Allottee/Purchaser.

46. The Allottee/Purchaser hereby agrees that till the management of the said Building of the said project is handed over to all the Allottee/Purchaser participating in the said project, the OWNER/BUILDER shall be entitled to look after day to day maintenance of the said project/Building to be constructed on the said property up to 06 Months from handing over 1st possession of Property.

47. The Allottee/Purchaser has willingly participated in the said project of the OWNER/BUILDER and Allottee/Purchaser shall pay to the OWNER/BUILDER the agreed total consideration other deposits or outgoings punctually and diligently. The Allottee/Purchaser hereby indemnify the OWNER/BUILDER from all losses that may be incurred by the OWNER/BUILDER on account of such non/delayed payment and Allottee/Purchaser hereby indemnify to keep the OWNER/BUILDER harmless and free from such losses.

48. The OWNER/BUILDER shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

49. All notices to be served on the Allottee/Purchaser in connection with this Agreement shall be deemed to have been duly served on the Allottee/Purchaser if sent to any one of the Allottee/Purchaser by Registered Post/ speed post/ E-mail at fallowing address:

Name & address of Allottee/Purchaser:-

MR. _____

R/o : _____

Aurangabad.

Notified Email ID: _____

50. All notices to be served on the OWNER /BUILDER in connection with this Agreement shall be deemed to have been duly served on the OWNER/BUILDER if sent by Registered post/speed post at their following address:

ANIL M. AGRAHARKAR

ENGINEERS & DEVELOPERS,

8 Kautuk complex, Aganihotra chouk, Ulka Nagari Road,

AURANGABAD.

It shall be the duty of the Allottee/Purchaser and the OWNER/BUILDER 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 OWNER/BUILDER or the Allottee/Purchaser as the case may be. Further that in case there are joint Allottee/Purchaser all communications shall be sent by the

OWNER/BUILDER to the Allottee/purchaser whose name appears first and at the address given by him/her which shall be all intents and purposes to consider as properly served on all the Allottee/purchaser.

51. The Allottee/Purchaser shall pay adequate stamp duty, registration charges and present this Agreement as well as sale deed at proper registration office within the time limit prescribed by the Registration Act and the Allottee/Purchaser and the OWNER/BUILDER shall attend such office and admit execution thereof.

52. In case the Allottee/Purchaser mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/Purchaser herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Allottee/Purchaser agree to do so without holding the OWNER/BUILDER responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

53. This Agreement along with its schedules and annexure, 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 regards to the said Shop.

54. 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 said project shall equally be applicable to and enforceable against any subsequent Allottee/Purchaser of the said Shop, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes. Further the Allottee/Purchaser/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation/behalf given to the OWNER/BUILDER in turn for which no conveyance has occurred to the ultimate body of Flat Allottee/Purchaser expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/Purchaser to the OWNER/BUILDER for the same, save and except his right to enjoy and use the Apartment purchased by him/her and any other right given by the OWNER/BUILDER to the Allottee/Purchaser for which consideration has been dispensed.

55. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

56. wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser in said project, the same shall be in proportion to the carpet area plus enclosed balcony area (if any) of the said Apartments to the total carpet area plus total balcony area (if any) of all the Apartment of the said project, such area is called as sharing area.

57. 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.

58. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act,2016, Rules and Regulations, there under.

59. That the rights and obligations of the parties under or 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 Court' will have the jurisdiction for this Agreement.

60. This Agreement may only be amended through written consent of the parties.

61. The OWNER/BUILDER has handed over search Report and title Opinion to the Allottee/Purchaser separately as per provisions of the said Act and the contents of the said search Report forms part and parcel of this Agreement.

62. The cost of stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/Purchaser.

SCHEDULE "A"

All the piece and parcel of the Plot No. 12, area admeasuring 485.50 sq. meters bearing CTS No. 15304/17 situated within the jurisdiction of Sub registrar Aurangabad and situated within the local limits of Aurangabad Municipal Corporation at Shivneri Nagar, Garkheda, Aurangabad AND THE Said Property is bounded as under

On or towards the East	:	By Plot no. 11.
On or towards the South	:	By 80 ft. Road.
On or towards the West	:	By Plot no. 13.
On or towards the North	:	By Plot no. 26.

SCHUDULE –“ B”

All that part and parcel of Flat Bearing No.____ admeasuring ____ Sq. Mt. Built area and _____ Sq. Mts. Carpet up Area & PR Card Area _____ Sq. Mts. on _____ Floor in “ **GURU MAYEE APARTMENT**” bounded by:

Towards East :- _____

Towards West :- _____

Towards South :- _____

Towards North :- _____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED HERE IN UNDER AT AURANGABAD.

OWNER/ BUILDER

ABHAY BALAJI @ BALASAHEB PATIL

Through

ANIL M. AGRAHARKAR, ENGINEER AND DEVELOPERS.

through its Proprietor :-

ANIL MADHAVRAO AGRAHARKAR

ALLOTTEE/PURCHASER

MR. _____

WITNESSES :-

1. Ramu Deorao Gaikwad
AGE.40 Years, OCCU.Service
R/O. Mukund Wadi, Aurangabad.
- 2.

LIST OF ANNEXURE

ANNEXURE—A

Copy of detailed Title Cum Search report issued by Advocate Rajesh D. Kulkarni in respect of property Plot No. 12 CTS No. 15304/17 sheet No. 23273 admeasuring 485.50 Sq.Mt. Situated at Shivneri Nagar, Garkheda, Aurangabad.

ANNEXURE --B

Copy of PR card of property Plot No. 12 CTS No. 15304/17 sheet No. 23273 admeasuring 485.50 Sq.Mt. Situated at Shivneri Nagar, Garkheda, Aurangabad.

ANNEXURE –C

Copy of Sanctioned Building Permission obtained from Aurangabad Municipal Corporation, Aurangabad.

ANNEXURE –D

Copy of part Plan/floor plan in respect of Flat agreed to purchase under this agreement of sale.

ANNEXURE—E

List of specification of construction of Apartment Building as well common area and facilities including brand and specification etc.

ANNEXURE—F

Copy of Registration Certificate issued in respect of residential cum commercial Apartment granted by the Real Estate Regulatory Authority.

ANNEXURE-G

List of items that would be covered as maintenance of project which is not covered under defect liability.

1. Water Proofing.
2. Breaking of Tiles.
3. Flush Doors.
4. Specific Plaster Cracks.
5. Aluminium Windows, Sanitary Fittings, Fixtures of doors and Taps which are not handled properly.

ANNEXURE –H

List of Common Amenities to be given in said project.

1. One Lift.
2. Individual Covered Car Parking.

ANNEXURE – E

(SPECIFICATION OF GURU-MAYEE COMPLEX.)

Specification of material to be used and the amenities to be provided to the flats are as given below.

1. STRUCTURE :

R.C.C. framed structure as per our Structural Engineer.

2. MASONARY:

- a. Outer wall in Bricks or A.A.C. : 15 cm (6") thick
- b. Inner wall: 10 cm (4") thick

3. FLOORING :

- a. Living Hall, Kitchen, and Dinning, Passage, bedroom: 24" x 24" good quality Vitrified Tiles flooring.
Range of Rs. 35 / Sq. Ft.
- b. Toilet: Anti skid tile flooring and glazed tiles dado upto 7' height.
Range of Rs. 23/Sq.Ft. or Rs. 300/box (Box Covered Area is 15 Sq. Ft.)
- c. Staircase: Green Marble for tread and for riser same tile which was used in flooring.
- d. Parking Area: Concreting only or Pavours.

4. KITCHEN PLATFORM:

9' 6" in length, 2' 3" wide, with Black granite top and stainless steel sink (16" x 18")(Sink Range Rs. 1800/-)

5. DOORS:

- a. Main door: Teak wood frame with Decorative laminated Flush shutters with brass fixtures as per architect design.
- b. Internal Door: Pre-cast- concrete frame with flush door shutters with C.P.Steel fixtures.

6. WINDOWS:

Two track powder coated aluminium windows with safety M.S.grill. As per our Design Green Marble sill at lower level.

7. TOILET :

- a. Orissa pan in common toilet.
- b. E.W.C. (European) in attach toilet.(Non Branded)
- c. In Toilet only wash basin point(not wash basin)

8. PLUMBING FIXTURES: (Jaguar Make or equivalent make)

- a. One shower in toilet.
- b. One mixer(hot & cold) in toilet
- c. One bib cock in toilet and kitchen.
- d. One wash basin with cock.

9. ELECTRIFICATION : In concealed wiring with following No. of points in each room.

- a. Living Room: 5 points (including T.V. & Telephone)
- b. Kitchen: 5 points & 1 power point (oven Point)
- c. Bed room: 4.5 points (A.C. point only for M/bed)
- d. Toilet: 1 power point & 1 light point each.
- e. Passage: 1 light point
- f. Terrace/ Balcony: 1 light points each.
- g. Washing place : 1 Power Point
- h. Inverter Cable :

10. PAINTING :

- a. Ceiling : O.B.D. Paint
 - b. Living Hall & other rooms: Acrylic O.B.D. with full putty.
 - c. Out side: Good Quality Exterior Emulsion.
 - d. Oil Paint: For door frame, shutters & grill.
- 11.** One overhead Water Tank provision and also one underground water tank with electric motor in common.
- 12.** Electric meter charges including common meter for staircase lights and electric pump to be paid extra.
- 13.** Registration Cost and stamp duty to be paid by the purchaser as per actual.
- 14.** For the items which are other than these specifications, the flat purchaser will have to pay extra amount and this extra amount to be paid before execution of item. There is no any deduction of item's cost, which items are not done by us or not supplied by us.
- 15.** If any purchaser desires to have any additional amenities and /or higher quality material to be used for their respective flats and then they will have to bear additional expenses for the same.
- 16.** If any other taxes or charges imposed by Govt. authorities on sale of the flat the same will be paid by the flat purchaser.
- 17.** All taxes which are applicable for Flat/Shop/Office/Underground to be paid before Agreement to Sale or Sale Deed whichever is registered earlier.
- 18.** Lift will be provided with battery backup.

REEIPT / ACKNOWLEDGEMENT

Received from the Allottee/Purchaser Mr._____the sum of Rs.
_____-/- on booking as well on execution of this agreement towards earnest
money deposit or application fees.

I received all documents

I received amount

Mr. _____
Allottee/Purchaser

Mr. Anil Madhavrao Agraharkar
Prop. Of ANIL M AGRAHARKAR
Engineer and Developers
OWNER/BUILDER

WITNESSES :-

- 1. Ramu Deorao Gaikwad
AGE. 40 Years OCCU.Service
R/O. Mukund Wadi, Aurangabad.