

AGREEMENT TO SALE

Agreement for Sale of Future (Inchawlai Property Development Plot/Assignment)

The **AGREEMENT FOR SALE** is made and executed at Aungmyethalon on the _____ day of _____ in the Year 2020.

BETWEEN

Mrs. Sakambhari Buidoon

A partnership firm registered vide Registration No. AUMH000021 dated 18.10.2013 having its office at Office No.1-9, First Floor, Narayan Plaza A Wing, Carousell Plaza, CIDCO, Aungmyethalon-15 (Pune).

Shri. Nikun s/o. Sham Agrewal

Age : 35 years, Occupation : Business

(Hereinafter called as "the Contractor / Owner / Seller / Vendor", which expression shall mean and include all its successors, legal representatives, assigns, administrators and assigns in interest).

Of the Second Part

AND

1. _____

2. _____

Hereinafter shall be referred to as the "ALLOTTEE"

(which expression shall include equivalent to contract or securing thereof mean and include hereinafter their legal heirs, successors and approved assigns, partners or it).

Of the Second Part

LIST OF SCHEDULES

Sr. No.	Schedule	Description
1	A	Site Plan
2	B	Site Plan
3	C	Development Work of Project/ Common areas, gate post & amenity
4	D	Specifications of the site plan
5	E	Payment Schedule
6	F	Maintenance Schedule

LIST OF ANNEXURES

Sr. No.	Annexure	Description
1	A	Property 7/12 extract
2	B	N/A order
3	C	Commercial certificate and Occupancy Certificate
4	D	Title Certificate
5	E	Sanctioned Floor Plan
6	F	Current Sanction Layout
7	G	Future Plotting Layout
8	H	NOA For Advertisements

1. TITLE HISTORY:-

1.1 M/s. Sukamdeep Holdings through its former Sd/- Naveen Sharma Agrawal, has become the owner and possessor of land measuring 85 B. or 8500.00 sq.mtrs. situated at Cat.No.272, village Shandha Jahangir, Taluka and District Anantnag by virtue of Registered Sale Deed executed by its predecessor owner i.e. M/s. Arko Properties and Associates through its partners (i) Shri. Pankaj Shrivastava, (2) Shri. Dilip Kumar Mehta, (3) Shri. Naveen Agrawal, (4) Shri. Shrivastava Naveen Mehta, (5) Shri. Pankaj Shrivastava Mehta and (6) Shri. Arko Properties through its partner.

Sr. No.	Sale Deed No. & Date	Area
1	Rs. AGG-2-5780 dated 26.08.2018	85 B. or 8500.00 sq.mtrs.

1.2 MUTATION IN THE NAME OF PROMOTER

AND WHEREAS the name of the promoter has been mutated in the record of rights on the basis of aforesaid registered sale deed and 7/12 extract has been

issued in his name a copy of 7/12 record is and the same is annexed herewith as "ANNEXURE-A".

1.2 N. A. PERMISSION:-

AND WHEREAS N.A. Permission No.MA/PA/2016/7952-WG/JAN/TA (17AP-34) MOORE SHENDRA (U. TA, AURANGABAD (PA, PA, 144 dated 28.03.2016 u/s 12-A of the MLR Code, 1966 has been issued by the Collector, Aurangabad, in favour of Mr. Salimbeni B. Modi through his partner Shri. Nishu Sharma Agrawal in respect of and administering land measuring 8500.00 sq.mts., or 85 A situated at Gat No.172, Village Shendra Jananga, Taluka and District Aurangabad and the same is annexed herewith as "ANNEXURE-B".

1.3 COMMENCEMENT CERTIFICATE:-

AND WHEREAS Commencement Permission No.2A/PA/2016/21634-WG/JAN/TA (17AP-34) MOORE SHENDRA JANANGA TA, AURANGABAD (PA, PA, 144 dated 21.03.2016 has been issued by the Collector, Aurangabad, in favour of Mr. Salimbeni B. Modi through his partner Shri. Nishu Sharma Agrawal in respect of land measuring and administering 8500.00 Sq. Mtrs., or 85 A situated at Gat No.172, Village Shendra Jananga, Taluka and District Aurangabad and the same is annexed herewith as "ANNEXURE-C".

1.4 SAID LAND

AND WHEREAS said land is measuring 8500.00 Sq. Mtrs., or 85 A situated at Gat No.172, Village Shendra Jananga, Taluka and District Aurangabad in the subject land, hereinafter referred to as "Said Land" is more particularly described in SCHEDULE-A.

1.5 TITLE SEARCH REPORT:-

AND WHEREAS the herein / petitioner engaged the services of learned Advocate Shri. Prakash B. Patharekar (Registration No.MAH/2965/2001 dated 03.10.2001), and has obtained certificate dated 03.11.2022 stating that the land is free from any encumbrances and has clear and marketable title, subject to existing mortgage charge of the Omprakash Deora Peoples Cooperative

Bank Ltd. Hingoli, Br. Aurangabad. The Title report is annexed. Scanned with
CamScanner

2. TITLE OF THE PROMOTER:-

2.1 AND WHEREAS by virtue of a Deed, Courtship and Government permissions mentioned hereunder, the Promoter is entitled to construct buildings on the said land and also has the full and exclusive right to sell, transfer, lease, lease, rent the units, apartments, shops, offices constructed thereon and to enter into the agreement with the Applicants and to receive the sale price in respect thereof.

3. URBAN LAND CEILING:-

3.1 AND WHEREAS the said land does not come within the territory of Aurangabad Urban Land Acquisition and therefore provisions of Urban Land Ceiling & Regulation Act, 1976, are not applicable.

4. REAL ESTATE PROJECT:-

4.1 NAME: "SARA VATIKA" (hereinafter referred to as the "Project").

4.2 ADDRESS OF PROJECT :- "SARA VATIKA", Gt. No.171, village: Chandra Jalang, Taluka: 5 District Aurangabad.

4.3 ARCHITECT & CONSULTING ENGINEER:-

AND WHEREAS the Developmental has appointed Mr. Arund Deshpande as Architect of the project who is duly registered with the Council of Architects at New Delhi along with Consulting Engineer Mr. Arund Kshirsagar.

4.4 STRUCTURAL ENGINEER:-

AND WHEREAS the Promoter has also appointed the Structural Engineer Mr. N.G. Kulkarni having their office at Rang Nagar, Jalga Road, Aurangabad for structural design and drawings of the buildings and the promoters shall accept professional supervision of the Architects and the Structural Engineers of the construction of the building.

5. COMPLIANCE OF REAL ESTATE (REGULATION & DEVELOPMENT ACT, 2016)

5.2 AND WHEREAS the Real Estate (Regulation & Development) Act, 2016 has come into force since 1st July 2017 with the authority within the stipulated period of time and in accordance with rules published on 15th May 2017 by the Government of Maharashtra.

5.2 COMMON AMENITIES:-

AMENITIES / UTILITIES / SERVICES :-

All below listed amenities/ Utilities/ Services are common for all participating of the entire project known as **SARA VATIKA**.

- Transformer & Electrical/Light Substation along with Power poles, etc.
- Gas/Water Mainlines.
- Entrance Gate Security.
- Drained Roads as per standard drawing.

5.3 The Promoter shall have right to execute and construct infrastructure and facilities provided in the said "SARA VATIKA" Project for the construction work and completion of other works like laying of drainage line, water line, or electrical, etc. etc. of the entire project. In the layout and the Promoter shall have a right of access through submersing his roadwork. The Allottee, a owner of lots and has agreed to give a written / his their irrevocable consent for the same. The Allottee shall not object in any manner activities of Promoter.

5.4 There shall be common facilities in the entire land in between the said Allottee / society Association Apex body and the same is described in the **Schedule-C** hereunder written. Each Allottee of all sectors in the entire land will have possession/entitlement share in the common facilities and the respective land.

5.5 As stated above for the purpose of organizing maintenance of the common facilities with their respective land common among all building society, An apex body / Federation / any other legal entity will be formed by the Promoter as soon as possible all factors of this society will be beneficiaries and from each society will have adequate / proportionate representation in the said apex body / Federation / any other legal entity. The said apex body / Federation / any other legal entity will be in charge of the said common facilities and their respective land common amongst them. The bye laws and its rules and regulations shall be decided by the Promoter herself.

5.6 TIMELINES FOR THE PROJECT

AND WHEREAS the expected date of completion of the project is March 2026

5.7 DEFINITION OF CARPET AREA, BALCONY AREA TERRACE AREA AND COMMON AREAS:

AND WHEREAS for the purpose of this agreement following areas are defined:

CARPET AREA:- As per subsection (a) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment/flat is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, doors under service shafts, columns balconies and verandah open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown in **SCHEDULE-B**.

BALCONY AREA:- For the purpose of this agreement, the balcony area, if any, as shown in the sanctioned building plans by the local authority, is shown in **SCHEDULE-B**.

OPEN TERRACE AREA:- For the purpose of this agreement open terrace area allotted for the exclusive use of Unit No. if any, is shown separately in **SCHEDULE-B**.

COMMON AREAS:- As per subsection (a) of Section 2 of the Act, common areas are defined as verandah land, stairways, lobbies, entrances, lift terraces, door spaces, door landing areas, area under services, water tanks, ramps, etc. This common area will be calculated for the entire project and will be divided proportionately over the number of apartments/flats in the project to arrive at proportionate common area of each apartment.

5.8 INSPECTION OF ALL DOCUMENTS BY ALLOTTEE:-

AND WHEREAS on demand from the ALLOTTEE, the Promoter has given inspection to the ALLOTTEE of all documents of title relating to the project land and plans, design & specification prepared by the project as specified under The Real Estate Regulation and Development Act, 2016.

(Signature of the Allottee)

(All documents pertaining to the Project have been inspected by me)

5.9 DISCLOSURE REGARDING LITIGATION:-

AND WHEREAS the Promoter hereby declares that there is no civil, criminal or any other litigation pending against the project.

5.10 DISCLOSURE REGARDING RESERVATION IN SAID LAND:-

AND WHEREAS the Promoter hereby declares that based on the Government's certificate issued from local authority as mentioned above, the Promoter hereby declares that there is no reservation or allotment of any part of the said land.

5.11 DISCLOSURE REGARDING MORTGAGES/ CHARGE BY FINANCIAL INSTITUTION:-

AND WHEREAS The Promoter has raised funds/projects from the Overseas Bank of India Co. Ltd., Bangalore, B. Anand. The promoter shall however ensure to obtain No objection Certificate (NOC) from the said Bank in their standard format with respect to the said SAC. Further, the Promoter hereby informs that the Promoter may incur further liabilities from any bank or financial institution and shall obtain NOC from any such bank/ lender as and when necessary. In writing such funds no further consent from the purchaser is required.

5.12 DISCLOSURE REGARDING SEPARATE LEGAL ENTITY FOR RESIDENTIAL, COMMERCIAL & AMENITY BUILDINGS:-

The Promoter hereby declares that separate legal entities will be formed for residential buildings, commercial building and amenity building respectively and the formation of residential (respective) societies will not have any right over the ownership of commercial and amenity building which is constructed on the Project.

6. INTEREST SHOWN BY THE ALLOTTEE:-

AND WHEREAS Amlan was in search of suitable interest in sale of project land and that it took him time to know about the said project of the Promoter. The Promoter has disclosed entire information along with all relevant documents/permissions to the purchase consideration of the Amlan and thereafter the Amlan has conveyed his readiness and willingness to purchase the Plot No. _____ On _____ Floor _____ Type Building in the project known as "SARA WATKA" which is more particularly described in the **SCHEDULE-A** (hereinafter referred to as the "said flat") and location of which is shown in authenticated copy sanctioned floor plan prepared hereunder as "ANNEXURE-B".

7. WILLINGNESS TO ENTER INTO AGREEMENT :-

AND WHEREAS, the Parties relying on the confirmations representation and assurances of each other to mutually abide by all the terms, conditions and stipulations contained in these agreement and all its sub-clauses, and now willing to enter into this Agreement on the terms and conditions appearing hereunder.

8. REGISTRATION OF AGREEMENT:-

AND WHEREAS as per Section 13 of the Real Estate Regulation Act, 2016, the Promoter is required to enter into a written agreement with the allottee for the sale in respect of the said flat and therefore, promoter and the Amlan are executing present Agreement in compliance thereof and they shall also register the said Agreement under Registration Act, 1908 with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

9. ENTIRE AGREEMENT:

AND WHEREAS the Agreement along with its schedule and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, if any, the agreement, alteration letter, correspondence whether written or oral between the parties in regards to the said flat.

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

10. OBLIGATION OF THE PROMOTER:-

10.1 SAID FLAT :- As per the interest shown by the Amlan in above mentioned clause 6, the Promoter has agreed to sell the said flat more particularly described in **Schedule-B** subject to the consideration amount and payment schedule as detailed hereunder.

10.2 DEVELOPMENT WORKS:- The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in Schedule-L.

10.3 INTERNAL SPECIFICATION:-

The Promoter hereby assures to provide Internal Specifications to the Buyer more particularly described in Schedule-D.

10.4 SANCTIONED PLAN & OTHER PERMISSIONS:-

The Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned plans as approved and issued by the local authority from time to time and shall following the conditions mentioned in various permissions as mentioned above.

10.5 VARIATION IN CARPET AREA:-

The promoter hereby assures that after construction of the flat/apartment, there shall not be variation of more than 1% in the carpet area as mentioned in **SCHEDULE-B**. However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Afters by refund of the purchase amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Afters shall pay proportionate excess amount. This monetary adjustment shall be made at a rate equal to the area of apartment as mentioned in **SCHEDULE-B**.

10.6 POSSESSION DATE OF THE FLAT / APARTMENT:-

The Promoter hereby assures that they shall complete the construction and give possession of the said flat to the Afters on or before 31st March, 2028 for a ~~Type-B~~ ~~Building~~ ~~202~~ Type-B building possession will be given on full and final payment by the Afters. If there is any delay in possession due to reasons other than those mentioned in clause hereunder, then the Promoter hereby agrees to pay to the Afters, who does not intend to withdraw from the project, interest as specified in the Rules and all amounts (including Government taxes and duties) payable by the Afters for every month of delay in handing over of possession.

10.7 COMPLETION/ OCCUPANCY CERTIFICATE:-

The Promoter hereby assures to obtain an NOC/ Completion Certificate concerned Government authorities (if required) and shall submit the file to local Authority for obtaining Occupancy Certificate. However, if the local authority delays issuing the certificate beyond 30 days after submission of all required documents/ NOC/ for completion, then same shall not be considered as delay on the part of the Promoter in obtaining Occupancy Certificate.

18.5 DEFECT LIABILITY PERIOD:-

(i) If within a period of Five Years from the date of handing over the Apartment to the Afttee being in the notice of the Promoter any structural defect in the Apartment building, when the Sale Plan is started, or any defect in respect of workmanship, usually in connection of service lines, whether visible, non visible defects shall be notified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Afttee to receive from the Promoter compensation for such defect if the clause as provided under the Act.

(ii) Provided however, that the Afttee shall not carry out any alterations of whatsoever nature in the said flat and specifically, the structure of the said flat or of the said building when it is already built and to columns, beams etc. or in the fittings therein. It is hereby agreed that the Afttee shall not make any alterations in any of the stairs, pipes, water supply connections or any water or electricity in the bathroom, toilet and kitchen, which has result in seepage of water. If any of such works are carried out without the written consent of the promoter the defect liability provisions shall become void. The word defect here means only the manufacturing and workmanship defect caused on account of actual neglect on the part of the promoter and shall not mean defects caused by normal wear and tear and by negligent use of Apartment by the occupant, exposed to public etc.

(c) That it shall be the responsibility of the Afttee to maintain the Apartment in a proper and habitable manner and take all due care required. If seepage is noticed due to change of nature / multi floor traps due to non filling of water cement / epoxy (to prevent water seepage) in the joints of floor, the customer shall bear the charges of repair of said flat and / or if different flat / seepage / any other part of the apartment is damaged due to the seepage, including but not limiting to the joints in the floor / flat of the apartment shall be regularly filled with white cement / epoxy to prevent water seepage.

(d) Further where the structure warranty is given by the promoter to the Afttee and under the defect liability period the such warranties are covered under the maintenance of the said flat / building / house / wing and if the actual maintenance contracts are not downserved by the Afttee the promoter shall not be responsible for any defect 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 vendor / manufacturer that all equipments, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as to be maintainable and in proper working condition to continue warranty in both the flat / apartments and the common project areas as wherever applicable.

(f) That the Afttee has been made aware that the Afttee / owner / agree that the regular usage and tear of the apartment / building / house / wing includes minor cracks on the external and internal walls excluding the RCC.

cracks which occur due to elastic deformation, moisture, creep, chemical reactions, shrinkage, corrosive nature of cement, thermal variations or any other reason and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(ii) It is mutually agreed that before any liability of defect is claimed by or on behalf of the Abotees, it shall be necessary to report an expert who shall be jointly appointed by the promoter and Abotees, who shall survey and assess the same and shall then submit a report to state the defects (if any), its magnitude and the structural health of the Apartment / phase / wing and in the workmanship involved keeping in mind the standard agreed clauses of the agreement.

(iii) Regarding the items which are got manufactured or supplied by Promoter from outside vendors (e.g. pumps, motors, parking & passenger lift fittings) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall remain and shall be the contracts between the said manufacturer or supplier and the Abotees or organization upon the date of delivery or provision of the lift and to the Abotees and the Promoter shall not be responsible for the same.

(Signature of the Abotees)

I hereby agree that I have read the above mentioned points and hereby give my consent for the same.

10.9 FORMATION OF LEGAL ENTITY:-

The promoter hereby assures that he will take steps to form separate co-operative society for apartment building in project "SARA VATIKA ", within three months from the date on which fifty one percent of the total number of Abotees in such project have booked their apartment. However, any delay or account of obtaining the signatures of Abotees or such society formation documents and registration will be account of co-operative department will not be considered as delay on the part of the promoter.

Further, upon back of such co-operative societies will also be formed after obtaining the occupancy certificate of the residential building in the project.

10.10 CONVEYANCE TO LEGAL ENTITY:-

The promoter hereby agrees to convey the respective building structure to the respective society within a period of 2 years after occupancy certificate or after obtaining full and final consideration from all Abotees in respective building whichever is later. The promoter further assures that the above undivided land underneath all residential buildings jointly along with amenities, utilities and services will be conveyed to the apex body within a period of two years upon

obtaining full and final occupation certificate as per current completed layout and future potential layout as mentioned in Annexure-F & Annexure-G from the local authorities.

11. OBLIGATION OF THE ALLOTTEE –

11.1 SPECIFIC CONSENT (ALONG WITH THIS AGREEMENT)

In accordance with Maharashtra Real Estate Rules, 2017, the allottee hereby gives specific consent to the local authorities and also to the Promoter and/or No Objection against the Promoter for the following :-

- To construct the project as per the future potential layout approved herewith as Annexure-G.
- Change of unit plans in future if any.
- Alteration of adjoining land and permission of new building plan and layout (if needed) as long as sector of existing open space is not changed.
- The facilities such as roads, water, transformer, S.T./J. Sonit Water drains, etc. shall remain common for the pre-registered estate.
- Change of unit plans of commercial building.
- Change in building / layout plans due to instructions received by local authority.
- Minor additions / deletions or alterations.

(Signature of Allottee)

(The consent shall be continued as informed consent)

11.2 ALLOTTEE TO TAKE POSSESSION –

The Allottee hereby agrees that he shall take possession of the apartment within 15 days upon receiving notice in writing regarding readiness of the said flat for occupation. If the Allottee fails to take the possession of the apartment within such period then the Allottee shall be liable to pay Provisional maintenance amount for the maintenance of the estate (as applicable) & shall also be liable to pay interest charges for any such balance due and amount of a rate equal to the rate as mentioned in the rules and the same shall not constitute as delay of handing over of possession by the Promoter. And in such case the defect liability period shall start from the date of commencement of possession.

11.3 CONSIDERATION AMOUNT:-

After due discussions, dialogue and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Sold flat for a lump sum consideration of Rs. _____ /- (Rupees _____) to be paid by the Allottee to the Promoter towards the said flat hereinafter referred to as the "Consideration Amount". The promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said flat is inclusive of cost of said flat, proportionate price of common areas & facilities which is detailed in **SCHEDULE-C**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or documents, signed and/or executed by and between the parties.

That, out of the agreed sale price, the Purchaser has paid Rs. _____ /-(Rs. _____) as advance payment to the seller as under:-

Date	R. No.	By Ch. No. / By Cash / By D.D.	Amount

That, the purchaser shall pay the remaining amount of consideration strictly as per the schedule given here below. In case, the purchaser is unable to pay the remaining amount of consideration as per the schedule of payment given below, this agreement shall be cancelled and become null and void at the option of the Seller and the amount already paid by the purchaser shall stand forfeited. This condition is the essence of the contract.

11.4 PAYMENT SCHEDULE:-

The Allottee hereby agrees and assents to pay the consideration amount to the Promoter as per the payment schedule described in **Schedule-E**.

11.5 EARLY PAYMENT:-

If the Promoter completes the construction before time, then the Allottee hereby agrees and assents to pay the consideration amount payable for early completed stage as per plan and linked to old stage proceedings as demand.

No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

(Signature of the Allottee)

(tenure specifically agreed to make early payment in case of early completion.)

11.6 TAXES & DUTIES:-

The Aftote hereby agrees and accepts that the consideration Amount includes expenses for stamp duty, registration fees, service tax (if applicable), VET (if applicable), G.S.T. (CGST & SGST) or any other tax applicable and in fact today based on the said agreement then all billings pertaining to this shall be paid by Aftote separately. If in future the Government or local authority applies any other law or increase the rates of GST or (other retroactively or prospectively) the Aftote shall be liable to pay the same up to the date of handing over the apartment said bill.

11.7 PROVISIONAL MAINTENANCE AMOUNT:-

The Aftote hereby agrees to pay provisional maintenance amount of **Rs. 50,000/- (Rs. Fifty Thousand Only)** including G.S.T in addition to the consideration amount, Taxes & duties mentioned above towards deposit and maintenance of common amenities / facilities in the project. This amount will be deposited in separate account of society and maintenance expenses will be paid from this account.

11.8 PAYMENT PERIOD:-

The Aftote hereby agrees to pay the amount of all installments within 25 days from the date of raise / receipt of the demand letter of installment by the promoters. In case of any delay beyond a period of 15 days, interest charged as per Rider will be applicable and the Aftote will be liable to pay the same.

11.9 PAYMENT OF WATER CHARGES, ELECTRICITY, TAXES ETC:-

The Aftote hereby agrees to pay necessary water charges, electricity meter charges and arranged municipal corporation / local authority charges / tax or any other taxes as applicable from the date of taking possession of the apartment or after 15 days of the date of allocation of possession (whichever is earlier).

11.10 REPAIRS OF THE APARTMENT:-

Maintenance of APARTMENT shall primarily responsibility of the Aftote and he / she shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good & neat state condition. He / she shall not cause any such activity that will be harmful to adjoining neighbors and / or the building structure.

11.11 ALTERATION IN THE APARTMENT:-

Reconstruction or alteration will be carried out in the Apartment or building in which the Apartment is situated without written consent of the proprietor if the defect (which) defect is due and there after from the society / apor body / the local authorities (as the case may be).

11.12 HAZARDOUS AND DANGEROUS GOODS STORAGE:-

The Aitor shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or any so heavy as to damage the construction or structure of the building in which the Apartment is situated. In case any such damage is caused to the Apartment or to the building in which the Apartment is situated on account of hazardous or defect of the Aitor or in his behalf, the Aitor shall be liable for its consequences.

11.13 MAINTENANCE OF THE INTERNAL APARTMENT:-

The Aitor shall carry out at his own cost all internal repairs to the tap, fan and maintain the Apartment in the same condition, state and order in which it was delivered by the developer to the Aitor and shall not do or cause to be done anything in or to the building in which the Apartment is situated which may be contrary to the rules and regulations and the laws of the concerned local authority or other public authority. In the event of the Aitor committing any act in contravention of the above provisions, the Aitor shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority, as the case may be.

11.14 PRESERVING THE AESTHETICS AND ELEVATION:-

The Aitor shall preserve the aesthetics or elevation of the scheme and the Aitor of the said flat shall not caused to install Air Conditioning Units, Window Air Conditioning Units, use of common passages, lobbies and common areas in the building. Such air conditioning units may be installed in such a way so that no hindrance is caused to other occupants of the building.

11.15 DEMOLITION AND COMMON UTILITIES MAINTENANCE:-

The Aitor shall not demolish or cause to be demolished the Apartment or any part thereof nor shall he make or cause to be made any addition or alteration or substantial structural work to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portions, sewers, drains and pipes in the Apartment and the appurtenances therein in good and maintainable condition. Also a portion, not to be kept in order and protect the other parts of the building in which the Apartment is situated and shall not used in any other manner cause damage to columns, beams, walls, slabs or RCC, floors or other structure.

residents in the Apartment without the prior written permission of the Promoter and/or the Society as the case may be.

11.16 CLEANLINESS:-

The Alottee shall not throw dirt, rubbish, refuse, garbage or other refuse or permit the same to be thrown from the said flat or the compound or any portion of the said land and the Building in which the apartment is situated.

11.17 SUB-LET, TRANSFER OF RIGHTS:-

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

11.18 ABIDING BY SOCIETY BYE- LAWS OR REGULATIONS OF APARTMENT:-

The Alottee shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and thereafter, amendments or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Bye-laws, Regulations and Byelaws.

12. GENERAL / MISCELLANEOUS STIPULATIONS:-

12.1 TIME EXTENSION:-

The Promoter shall be entitled to get automatic extension of time for giving possession of the apartment beyond date as mentioned above, if the completion of building in which the said flat is situated is delayed on account of:-

- (i) war, or disturbance or act of God;
- (ii) any notice, order, rule, regulation of the Government and/or other public or competent authority / court, Government authority, authority under State and Powers, Collector, or any Officer or officers relating to the property pending final determination by the court or any other authority;
- (iii) non-availability of water, electricity, other building materials, water or electric supply;

- (iii) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time also affecting the development and the project.
- (iv) Delay or non-compliance of any sanction of GDS, NDC / permission / license / sanction / installation of any services such as electricity and water connections and meters to the Scheme / Apartment, Road NDC or water supply certificate from any relevant authority.
- (v) Delay or default in payment of dues by the Applicant under these provisions.
- (vi) Termination of any sanction / Permit.
- (vii) Any act beyond the control of the Promoter.
- (viii) Non-availability of adequate land for the project.
- (ix) Force-Majeure

12.2 NAME IN WHICH PAYMENT IS TO BE DRAWN FOR CONSIDERATION AMOUNT:

Promoter specified by contract states to the Applicant that the Applicant shall make the payments for Consideration Amount to the Promoter by Demand Draft or by BSBY Cheque's drawn in the name of Mrs. Sakambhari Buldeoan, or by electronic mode of transfer.

12.3 NEFT/RTGS DETAILS ARE AS UNDER:-

i. Account Holder Name	:- "M/s. Sakambhari Buldeoan"
ii. Bank Name	:- "Citibank Deora Peoples Co - Op Bank Ltd., Hingoli
iii. Branch	:- Aurangabad.
iv. Account Number	:- 201304180001191
v. IFSC Code	:- SYCB0000113
vi. Account Type	:- Current.

12.4 MAINTENANCE OF THE PROJECT:

Promoter shall be responsible for providing and maintaining the monthly services out of provided. Maintenance charges collected from the Applicant's more particularly described in Schedule-F, until Promoter hands over the maintenance account of the Project to Society and / or Apco Body as a unit may be or till the provisioned maintenance amount fund gets exhausted whichever is earlier. However, it is categorically understood and accepted by the Applicant that, if the society / unit formed for raising beyond control of the promoter, and the provisioned maintenance amount fund gets exhausted the Applicant shall pay the fund maintenance amount as and when demanded by the promoter and such amount shall be a charge on the Plot / Unit Allotted to the Applicant. It is agreed and understood by the Applicant that the Promoter's Maintenance Account

possible by the Allottee to the Promoter is not for maintaining the project for any particular years. Promoter hereby assures that the provision-maintenance fund shall be used for maintenance purpose only and Promoter shall manage the separate bank account for the aforesaid maintenance amount received from all the Apartment Allottees and the maintenance will not be required by the Promoter for any other purpose. Upon formation of Society or maintenance cell, the Promoter shall hand over the individual building maintenance fund and become (if any) its that respective Society and whereas, common and General meeting Management Plan maintenance accounts will be handed over to the Association as and when it is formed. There will be no interest levied by the Allottee or the Promoter for the maintenance amount paid by him. Promoter shall have sole decision to decide usage utilization of the maintenance charges collected from the Allottees and no Allottee shall be entitled to question the same on the ground of reasonability and/or propriety.

12.5 MAINTENANCE RESPONSIBILITY OF THE PROMOTER CEASES:-

Promoter specifically communicates to the Allottee that if Allottee fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoter and / or concern authority then same shall be considered as default/breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Allottee and it shall also Promoter shall not be responsible for the maintenance of the said project.

12.6 CHANGE IN CONSULTANTS:-

The Promoters shall have every right to appoint and change any new consultants / architects / engineers / contractors etc., as per the discretion & desire.

12.7 TERMINATION OF AGREEMENT BY PROMOTER:-

Without prejudice to the right of the Promoter to charge interest on delayed payment, if the Allottee commits three defaults in making payment as per the stage mentioned Schedule-II then the Promoter shall serve a notice of 15 days in writing to the Allottee informing his intention to terminate the Agreement and if the Allottee fails to rectify the breach as mentioned by the promoter within a period of 15 days, then Promoter shall be entitled to terminate the Agreement and deduct up to 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any), shall be refunded within 60 days of termination. In the event of termination Promoter is not responsible to refund any bank and dues such as service tax, VAT, GST (CGST, SGST), stamp duty and registration charges which are already paid to the Government and the Allottee shall apply or for refund at his own efforts and costs.

12.8 CANCELLATION OF AGREEMENT BY ALLOTTEE:-

If the Alottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct 10% of the Greenfield amount towards liquidated damages and other administrative expenses and costs (if any), and be refunded after the agreement has been accepted by other Alottee. In the event of cancellation by Alottee, the Promoter is not responsible to refund any costs and charges such as service tax, VAT, U.S.T., stamp duty and registration charges which was paid to the Government and the Alottee shall apply for refund at their own efforts and costs.

12.9 ADVERTISEMENT / PROSPECTUS:-

It is specifically understood and agreed by the Alottee that the prospectus / advertisement / notices published by the Promoter from time to time in respect of the project contain various features such as furniture, plantation, cars, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoter and Alottee. The rules mentioned in **Schedule-C** and **Schedule-D** hereunder are considered as final, definitive and non-negotiable and binding between the parties and supersede all earlier communications.

12.10 ENTRY OF PROMOTERS STAFF IN THE PREMISES:-

Until the commencement of the activity under the operation, as the case may be, is completed, the Alottee shall permit the Promoters and their Surveyors and agents, with or without assistance and others, at an occasional times, to enter into and upon the said plot, site and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authorities and/or otherwise required to maintain and preserve the state and condition thereof.

The Alottee is well aware that the Promoter will construct building based on future potential as mentioned **Annexure-G**. The Alottee agrees that after possession of the said flat he shall not cause any hindrance / obstruction / impediment to the movement of men and machinery required to construct the future building of the project.

12.11 WATER CONNECTION AND CHARGES:-

The Alottee is fully aware that water connection for said premises is not yet connected from Corporation / CIDCO / PDDC / any statutory authority. The Promoter has provided bore well in the project land and shall supply water to the Alottee as long as it is available in the bore well. The Alottee shall be liable to pay proper usage electricity and maintenance charges towards the same to the owner. It is categorically clarified by the Alottee that, in case the bore well goes dry and the water available is insufficient, the Alottee will have to make alternative arrangement for water at his own cost and the promoter will not be responsible for this going in any manner. Further, it is agreed by the Alottee that, the Promoter alone has exclusive ownership rights over the bore well situated in the

project land of "SARA MATIKA" the Alottee or anybody claiming through him will not have any right in the land well be its owner.

(Signature of Alottee)

I hereby agree to pay necessary water charges as mentioned above at the entire convenience of said SMC is (one)

12.12 ENCLOSURE OF TERRACE AND FINE THEREOF:-

The terrace space adjacent to the Apartment plot being exclusively to the exclusive Alottee of the Apartment and such terrace shall not be enclosed by the Alottee till the permission in writing is obtained from the concerned local authority and the Promoter of the Co-operative Society as the local rule and all be kept indemnified from any penal action at all times.

12.13 None of the actions, canvasses or indulgence shown by the Promoter shall be presumed and /or be treated and /or treated to have been waived their preferential right or the right of pre-emption or the right of first refusal of the Promoters agreed to herein by the parties hereto. Nothing contained in the agreement is intended to be nor shall be construed as a grant, devise or assignment in law, of the said premises and the real property and building in or any part thereof. The Alottee shall have no claim whatsoever except in respect of the said tenements, agreed to be sold to the Alottee, and appurtenant areas such as upper terrace, open spaces, parking, kitchen etc. will remain the property of the Promoters until the said land is conveyed to the Association of Co-operative Societies as agreed to be conveyed by the Alottee as per the terms and conditions of this agreement.

12.14 JURISDICTION:-

This Agreement shall be governed by the laws of India and courts at Aurangabad shall have exclusive jurisdiction to try and enforce the disputes arising out of these provisions.

12.15 REGISTRATION:-

The Alottee and the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and attend execution thereof.

12.16 STAMP DUTY:-

The Aforesaid Rs. 200 stamp duty along with appropriate registration fees as per Maharashtra Stamp Act, 1911. However, if there is any increase in stamp duty by the government at the time of registration of conveyance deed of apartment, then said incremental stamp duty shall be borne and paid by the buyer.

12.17 POA FOR ADMITTANCE:-

Promisor has executed 1. Srs. Gaur Dnyes Kashyap, 2. Power of Attorney Udayshankar and 3. Srs. Shantaram Dnyeshwar Dnyes. Any One from the above can execute these presents by virtue of registered power of attorney No. AGG-25186 dated 24/07/2017 and same is annexed herewith as Annexure-H.

SCHEDULE-A (SAID LAND)

All that parts & parcel of Land measuring 8580.00 square, situated at Gat No.172, Village: Tharba Taluqa, Taluka and District: Kolhapur, comprising included as under:-

On one towards East	:	Balance land of Gat No.174.
On or towards West	:	Government Road.
On or towards North	:	Balance land from same Gat No.173.
On or towards South	:	Balance land from same Gat No.172.

SCHEDULE-B (SAID FLAT)

To be constructed upon the said land described in the Schedule-A above, 28.2 out of Project named as **SARA YATIKA Flat No. On _____ Floor**.

Types Building - Under area as per notification no. HAWKERS / Secy/Ha No. 2054/2017 Dated 14/06/2017 Through Order No. 4/2017.

Carpet Area in Sq. Mtrs.	Built Up Area in Sq. Mtrs.	Balcony/ Enclosed Balcony area in Sq. Mtrs.	Open Terrace Area in Sq. Mtrs.

BOUNDARIES OF THE SAID FLAT

EAST	WEST	NORTH	SOUTH

SCHEDULE-C

DEVELOPMENT WORKS & COMMON AREAS

- Staircases, lifts, lift lobbies, fire escape and exits of buildings.
- Entrance Gate and Security.
- Electricity meter room.
- Water, Sanitary, drainage, roads and all services connected with installation for common use.
- Internal roads and driveway.
- Landscaping.
- Underground water tank & pump room.
- Drainage system.
- Electricity supply transformer.
- Street lighting.
- Refractory masonry.

SCHEDULE-D

INTERNAL SPECIFICATIONS OF SAID FLAT

1. RCC FRAMED SUPER STRUCTURE

2. Walls:

- 4" Thick external fly ash/cgg brick work and 4" thick fly ash/cgg brick.
- 1/2 inch finish internal plaster.
- 1/2 inch finish and 1 inch internal plaster.

3. Doors and Windows:

- EIC door-hangs on all doors with oil painted flush door.
- Main door window frame with attractive iron bars and good quality fittings.
- Inside window master & servant windows with mosquito net along with oil painted safety grills.

4. Electrical fittings:

- Concealed electrification with Elnor EIC switches or equivalent.
- MCB (miniature circuit breaker).
- T.V. and telephone point in living room.

5. Tiles:

- 14" x 22" wall tiles in entrance hall, main living room.
- Glazed up to level level in bathrooms and kitchen.
- Lowest marble kitchen slabs & 8" x 8" tiles.

6. Planting:

- Concrete planting with lot and red flowering plants.
- One up filling in washing.

7. Colors:

- External - Semi acrylic paint
- Internal - Oil based distemper.

SCHEDULE-I (PAYMENT SCHEDULE)

I.	10%	Book up Amount
II.	10%	At the time of Agreement to Sell.
III.	10%	At the time of Entry Level.
IV.	10%	At the Time of First Slab.
V.	10%	At the Time of Brick Work.
VI.	10%	At the Time of Roofing.
VII.	5%	At the Time of Handing Over of Possession.

SCHEDULE-II (MAINTENANCE SCHEDULE)

1. Building Housekeeping
2. Building Security
3. Electricity charges for

a. Waterage & Lighting

b. Any other external expenses made for the purpose of building.

Common Area Maintenance

1. Common area landscaping
2. Common area security
3. Electricity Charges for:
 - a. Street lighting
 - b. Common areas
5. Water charges for water, water use etc. (As per Requirement)
6. Facility Manager & supervisor staff and its admin expenses (As per Requirement)

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS
ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.

PROMOTER / OWNER / SELLER:-

Mrs. Sakambori Baidyan

through its partner

Shri. Nishu s/o. Sitaram Agrawal

SIGNED, By the within named

PURCHASER / ALLOTTEE

WITNESS :-