

ALLOTMENT LETTER OR AGREEMENT TO SALE

Zone No.11.4	
Government valu:	
Actual Considrations :	
Place of execution of this Agreement	Aurangabad

This Agreement to Sale for the Flat no. _____ in the Group Housing Scheme Namely **“UNITY PARK”** is made and executed on ____ day of _____ at Aurangabad by :-

1. SHRI. RAMANAND GANESHLALJI MODANI
Age: 54years; Occupation: Business
R/o: house No.92, Safalya venkatesh nagar, jalna Road , A’bad.

Pan no.ABEPN0793M

2. Shri. Anil Murlidhrji Soni

Age: 64years; Occupation: Business

R/o: House no.3 Venkatesh Nagara, jalna road , A'bad

Pan No.AEOPS4153A

Though his Irrevocable GPA **Shri. Ashok Jainarayan Baheti**, Hereinafter referred to as the **“Owner”** (Which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include all his heirs, successors, heirs, executors, administrators and assigns etc.)

A N D

Shri. Ashok Jainarayan Baheti,

Age :- 44 years; Occupation :- Business

R/o:- Keli Bazar, Aurangabad.

Partner of M/s. Baheti Landmark

(Hereinafter referred to as the **“Developer / Promoter”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

... PARTY OF SECOND PART

In favour of

1. _____

Age: _____ Years, Occupation: _____

R/o: - Near sant Eknath hospital, Tirupati Exiecutive, Rajgad, Flat no.3, Ulkanagari, Aurangabad.

AADHAR: 409381885577.

Hereinafter called a **“Purchaser / Allottee”** (Which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include all his heirs, successors, heirs, executors, administrators and assigns etc.)

... PARTY OF THIRD PART

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as “**Party**”

WHEREAS:-

A) DESCRIPTION OF THE PROPERTY

All that piece and parcel of land adm. 41.50 R forming part of Gut No. 94, in all admeasuring 6 Hectar 17 R, situated at village Tisgaon, Taluka and District Aurangabad, and bounded as under:-

East	:	Gut No. 94
West	:	land of Gut no. 94 owned by Sau. Sangita Luniya, Sau, Sangita Rameshwar Bharuka and Sau Shobha Rajendra Desarda,
North	:	Road,
South	:	Gut No. 94.

Hereinafter called and referred to as the “**Said land**” and which is more particularly delineated in the plan annexed hereby by red lines.

WHEREAS :-

- A.** The Owners have assured and represented that they are lawful Owners and possessors of land admeasuring 41.50 R forming part of Gut No. 94, in all admeasuring 6 Hectar 17 R, situated at village Tisgaon, Taluka and District Aurangabad and more particularly described in Para ‘A’ and they are well and sufficiently entitled to give the Said Land for development and execute this Agreement.
- B.** The said land was owned and possessed by Shri. Rajendra Madanlal Surana by virtue of sale deed no. 2187/1997 dated 19-Sep-1997 and his name was mutated in 7/12 extract vide mutation entry no. 1603 as owner and possessor thereof.

- C.** That the CIDCO has given the permission to sale said land vide No Objection Certificate no. CIDCO/LVO/WLJ(AUR)/2011/285 dated 23-Aug-2011.
- D.** That Shri. Rajendra Madanlal Surana sold the said land to the aforesaid Owners by virtue of sale deed dated 02-Sep-2011 registered in the office of Joint Sub-registrar, Aurangabad at day book Sr. No. AGG-2-4147-2011 and in pursuance to the said development agreement name of the owners were mutated in 7/12 extract as owner and possessor of the said land by virtue of mutation entry no. _____ dated _____.
- E.** The Owners has assured and represented that the Said land described in Para 'A' hereinabove is free from all kinds of encumbrances, charges and claims.
- F.** The Owners has also assured and represented that they have not entered into any agreement and / or understanding with any other party and the Said Land is not subject matter of any litigations, acquisitions and / or reservations.
- G.** That the Owners are desirous of developing the Said Land and have approached the Developer. The Owners has agreed to permit the Developer to develop the Said Land on the terms and conditions recorded hereinafter.
- H.** The parties hereto are desirous of recording the said terms and conditions in writing in the manner hereinafter appearing.

AND WHEREAS, by virtue of aforesaid documents of title the Owners / Promoter have the sole and exclusive right to develop, construct and allot / sell the apartments, shops, unit etc. in the said buildings to be constructed by the promoter on the said land and to enter into agreement/s with the Purchaser / Allottee

of the apartment and to receive the consideration in respect of the said unit/s.

AND WHEREAS, the promoter hereby declares that there is no covenants affecting the said land, and that there is no impediment attached to the said land, also that there is no illegal encroachment on the said land, and that there is no such permission required from and Govt. or Authority which affects the title to the said land. There is no area occupied by Tenants on the said land. There is no mortgage or line or charge on the said land.

AND WHEREAS, the Owner and Promoter are entitled and enjoying upon to construct buildings in the scheme named as UNITY PARK on the said land in accordance with the recitals hereinabove.

AND WHEREAS, the Promoter has appointed an Architect registered with the Council of Architects. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS, this UNITY PARK being an on-going project, the Promoter, applied by application as per Act, for the Project certification under the provisions of the Act with the Real Estate Regulatory Authority and the promoter is applying the project registration Number from RERA authority.

AND WHEREAS, the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee and Allottee has seen, inspected and understood all the documents of title relating to the UNITY PARK project and the plans, the sale deeds, other documents, title report and all documents mentioned in the same, the N.A Order, commencement certificates, undertakings, the sanctioned layout and building plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter

referred to as “the said Act”) and the Rules and Regulations made there under. The Allottee is satisfied about the same and also about the title of the Promoter. The Allottee has also shown the all documents related to title to its legal advisor who has gone through all required documents etc and has upto his satisfaction investigated the same, and is fully satisfied about the same.

AND WHEREAS, the authenticated copy of 7/12 or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure “A”.

AND WHEREAS, the authenticated copies of the plans of the Building permission /Commencement certificate of the said project as approved by the concerned Local Authority have been annexed hereto and marked as Annexure “B”.

AND WHEREAS, the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction / development of the same in accordance with the said sanctioned plans.

AND WHEREAS, the Allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly.

AND WHEREAS, the Allottee has applied to the Promoter for allotment of an **Flat No.** _____, Carpet Area Adm. ____ Sqm, row house, in _____, in “UNITY PARK” **being developed on** the said land. the **Flat No.** _____ is more particularly described in the schedule - C (hereinafter called and referred to as “the said Apartment”) and the Building called “_____” (hereinafter referred to as “the said Building”) being constructed in the said UNITY PARK project, by the Promoter, is more particularly described in the schedule – B.

AND WHEREAS, the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs** _____/- (Rupees _____Only), details as mentioned in separate receipt of payment being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the said agreement under Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

AND WHEREAS, the Allottee has independently made aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

AND WHEREAS, the Allottee has been shown the conditions of contracts with the vendors / contractors / manufacturers and

workmanship and quality stands of products / fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the Allottee has now agreed to the same as conditions mentioned in these contracts and that the Allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, it is specifically understood by the Allottee that the Brochures, Compact Disc, advertising and marketing material published by the Owner / Developer from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building / Unit, color scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features / amenities are not agreed to be developed or provided by the Promoter/ Promoter to the Purchaser/s. The Brochure / Master Plan is the tentative projection of the whole plan of the complex/scheme. There may/will be variations depending on the practical and technical problems or if so desired by the Promoter / Promoter and therefore the complex shall not/may not be the same as in the brochure / master plan. The Promoter shall not be liable for such variations nor shall the Purchaser/s question anywise the same.

Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the Allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which they said unit is agreed to be sold to the Allottee.

AND WHEREAS, this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project. That the Allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the then.

AND WHEREAS, the Promoter / Builder / GPA Holder will execute amended deed of declaration / correction to deed of declaration to mention carpet area of the units as per RERA norms.

AND WHEREAS, in case there is increase in the FSI, the Seller / Vendor has absolute authority and right to change / modify the building plans and construct additional flats in the building in accordance with the Development Control Rules (DCR) applicable at the relevant time by obtaining Revised Construction Permission from the Competent Authority. Accordingly the Seller / Vendor will amend / correct the Deed of Declaration; the carpet area mentioned above in respect of **Flat No. _____** can be changed to some extent as per new RERA norms.

AND WHEREAS, in case additional FSI / TDR is granted / available to the said plot, the Promoter / Builder / GPA Holder alone can raise additional construction in the building and sell the same and no flat owner or the Co-operative society of flat owners that may be formed in future will have any right to raise any objection for such additional construction by the builder.

AND WHEREAS, the Promoters also showed the proposed building plans of the construction to the Purchaser/s and the Purchaser/s are also expressly agreed and understand that the Promoters may amend, revise and alter the building layout / building plans from time to time in respect of tenements, spaces, users, areas to suit the Promoter's requirements and in spite of the same and having irrevocably consented thereto, however this consent is given with a condition that the Promoter shall not change the Open Space area as shown on Original sanction layout and location of Residential Buildings. The Purchaser/s applied to the Promoters for the purchase/allotment of the apartment /unit in the Said UNITY PARK project for the consideration and by abiding the terms mentioned hereunder, the Promoters agreed therefore;

AND WHEREAS, the Purchaser has read and understood all the terms and conditions of the aforesaid Development Agreement and

Power Of Attorney in and between the Promoter and Consenting Party / Co-promoter.

AND WHEREAS, the Purchaser is aware of the fact that the Promoter has entered or will enter into similar and /or separate Agreements with several other allottee / purchasers, persons and parties in respect of different apartment / units in the said UNITY PARK project; and the purchaser has no right to object to allot such units to any other allottee on the basis of cast / creed / religion / gender or such difference of any nature.

It is also understood and agreed by and between the parties hereto that the terraces can be exclusively sold to any of the FLAT Purchaser except the common amenities and facilities agreed to be provided by the Promoter to the flat purchaser as per this Agreement. The said terraces shall not be enclosed by the Purchaser, till the permission in writing is obtained from the concerned local authority and the Promoters.

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

1. CONSTRUCTION OF THE PROJECT / APARTMENT

The Promoter shall construct the said building/s consisting of ground/ stilt, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Local/Government authorities etc. or due to change in law.

2. CONSIDERATION / PRICE OF THE SAID APARTMENT:

2.1. The Allottee hereby agrees to purchase the **Flat No.** _____, Carpet Area Adm. _____ Sqm. on **Row House**, in _____ being constructed in the said project of which are more particularly described in **Schedule B** for a lumpsum consideration including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas

and facilities which are more particularly described in the Schedule D. That, the sale price mentioned above is on lump sum basis and has nothing to do with the area of the said Flat.

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

Date	Bank name	By Ch. No. /neft/ By Cash	Amount

2.3. Manner of Payment :

The Total Amount of Rs. 00, 00,000/- to be paid in the following manner

Sr. No	Amount in Rupees	Payment Stage
1		(10% of the transaction price) to be paid to the promoter on or before the execution of agreement
2		(30% of the transaction price) After execution of this Agreement to sale
3		(45% of the transaction price) to be paid to the promoter on completion of the plinth of the building or wing in which the said unit/flat/is located
4		(70% of the transaction price) to be paid to the promoter on completion of the slabs including podium and stilts of the building or wing in which the said unit/flat is located
5		(75% of the transaction price) to be paid to the promoter on completion of the walls of the building or wing in which the said

		unit/flat is located
6		(80% of the transaction price) to be paid to the promoter on completion of the external plaster, stair case , lift wall, lobbies up to the floor level of the said apartment
7		(85% of the transaction price) to be paid to the promoter on completion of the external plumbing and internal plaster, elevation, terrace with water proofing of the building or wing in which the said unit/flat is located
8		(95% of the transaction price) to be paid to the promoter on completion of the lifts, water pumps, electrical fittings, electro mechanical and environmental requirements, entrance lobby/s, plinth protection, sanitary fittings, apprpain and all other requirements as may be described in agreement to sale of the building or unit in which the said apartment is located.
9		(Remaining amount) at time of handing over the possession of the unit/flat/apartment to the unit/flat/apartment purchaser on or after receipt of occupation certificate or completion certificate.

Total 100% i.e. **Rs. 00, 00,000/-** (Rs _____only)

2.4. The Allottee hereby agrees that any tax levied by the local authority, State and / or Central Government, Corporation and/or any other authority or authorities on the development of the Said land and/or sale of the apartment, etc., any amount by way of premium to the Corporation or to the State and/or Central Government or betterment charges and/or any of the incidents of this transaction including GST

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

- 2.5.** If Allottee fails to pay the amount within seven days from demand then Allottee shall be liable to pay penalty, interest and compensation thereon until payment. For any consequences of non payment of any of the payments, the Allottee shall be solely responsible. It is understood that interest shall not cover the damages/losses that will be suffered by the Promoter due to non-payment. Therefore, Allottee shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee shall keep the Promoter harmless and indemnified there from.
- 2.6.** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 2.7.** The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments at zero percentage per annum for the period by which the respective installment has been pre-paned.
- 2.8.** The Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the

Building is complete and the completion/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan.

- 2.9.** It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall liable & bound to pay all the amount of installments within 15 days from the date of receipt of the demand Letter of installment by the Promoter. The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local cheques. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

3. Mode of Payment:

The Flat Purchaser/s shall make all the payments to the Promoter by Demand Draft only or by local cheques drawn. If the Flat Purchaser/s

makes payment by outstation cheques then the date of payment shall be the one when the same is credited to the account of the Promoter and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last installment shall be made by D.D or by local cheques & the possession of the said flat shall only be handed over after the amount is realized and credited by the drawee bank.

4. ADJUSTMENT / APPROPRIATION OF PAYMENT :

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

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installment on the due dates, the Allottee /s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee /s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee /s from time to time or on completion of the said project/apartment, and the Allottee /s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY:

The Promoter hereby agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions if any, applicable to him and which may have been or which may be imposed by the concerned local authority, at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment

to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

7. DISCLOSURE AS TO FLOOR SPACE INDEX:-

- 7.1.** The Promoter shall have right to utilize entire existing infrastructure and facilities provided in the said UNITY PARK Project for the construction work and completion of other works like laying of drainage line, water line, or electrical line etc. of the other project/s in the layout and the Promoter shall have a right of access through side margins, roads etc. The Allottee/s is aware of this and has agreed to and given his / her/their irrevocable consent for the same. The Allottee shall not obstruct in any manner activities of Promoter.
- 7.2.** Though the Promoter herein has right to develop the Said land, bearing land admeasuring 41.50 R forming part of Gut No. 94, in all admeasuring 6 Hecter 17 R, situated at village Tisgaon, Taluka and District Aurangabad the Promoter has decided to carry out development in various projects and accordingly portion identified as said UNITY PARK project admeasuring **4150** Sqm., is only subject matter of this Agreement and the same is more particularly described in Schedule A hereunder written. The Allottee is concerned with this UNITY PARK project only. Each Project will have a separate Association of apartment owners which will be formed as mentioned in Act and Rules and Regulations and also Maharashtra Apartment Ownership Act 1970 and each such association will maintain its own project. The Promoter is entitled and also has right to plan and execute project/s on remaining land of said land at its discretion by utilization of FSI, TDR etc. The Allottees have absolutely no right over it, the allottee are only concerned with UNITY PARK project only.
- 7.3.** There shall be common facilities in the said land in between the said two/ three projects/associations and the same is described in the Schedule E hereunder written. Each Allottee of all projects in the said land will have proportionate undivided share in the common facilities and the respective land.
- 7.4.** As stated above for the purpose of organizing maintenance of the common facilities with their respective land common among

all projects which includes, transformers, common water tank, generator set, pump rooms, OWC and STP, etc. an apex body / federation / private trust / any other legal entity will be formed by the Promoter as settler wherein all allottees or their associations will be beneficiaries and thus each association will have adequate / proportionate/ representation in the said apex body / federation / private trust / any other legal entity. The said apex body / federation / private trust / any other legal entity will be in-charge of the said common facilities and their respective land common amongst them. The terms of the deeds and its rules and regulations shall be decided by the Promoter herein.

- 7.5.** The Promoter / Builder / GPA Holder will execute amended deed of declaration / correction to deed of declaration to mention carpet area of the units as per RERA norms.

8. COMPLIANCE OF LAWS RELATING TO REMITTANCES.

The Allottee/s agrees that in case the Allottee/s is an NRI or Non-Resident / Foreign National of Indian origin/foreign nationals/ foreign companies, then in that event, the Allottee/s shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments acquisition/sale transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms thereof. The Allottee shall indemnify the Promoter regarding the same. Also, if any documents etc are required from the Promoter, the Allottee will intimate to the Promoter for the provision of the same and the Promoter at its discretion will provide, but will not be responsible for anything.

9. POSSESSION OF THE APARTMENT :

- 9.1.** The Promoters herein shall complete the construction of the said apartment / unit in all respects on or before **31-Dec-2023**, provided

that the Purchaser shall have made payments of the installments towards the purchase price of the said Flat and other charges mentioned in this agreement without delay at times stipulated for payments thereof. The Developer may not complete some of the common amenities to be provided to all purchasers. All such remaining amenities if any shall be completed while completion of the total project. The Purchaser/s shall not raise any dispute or litigation, complain, etc. regarding the common amenities or any common areas etc. Even after occupying the flat, constructional activities, undertaken by the Promoter on the said property / land, shall remain in force or work-in progress shall be remain continued, in respect of the said building and therefore he/she/they may have to face certain difficulties Viz. Material obstacles, Noise, Dusting etc. The purchasers shall co-operate with the Promoter/Developer and he/she/they shall not raise any objection / obstacle to the work in progress, as he/she/they is/are well aware of the facts, before occupying or taking possession of the Said Flat. It is agreed parties hereto that if the Promoter fails to give possession of the said Flat in accordance of period mentioned hereinabove, further 6 (Six) Months period shall be extended /allowed for completing the construction of said Flat in all respects. Even then the Promoter fails to give possession of said Flat to the Purchaser in extended /allowed stipulated period of above, then the Promoter will pay compensation to per month, which will be in or according to prevailing market Rent of said Flat to the Flat purchaser till the handover of Flat, except if such delay is due to the reasons beyond the control of the Developer. Provided however, that the Promoters herein shall be entitled to the extension of time for completing the construction of the said Flat in all respects after the aforesaid date, if the completion of the building in which the Flat is to be situated is delayed on account of:

- I. The Purchaser/s committing any default in payment of installment as mentioned hereinabove.
- II. Any extra work to be carried out in the said Flat as per the requirement and at the costs of Purchaser /s.
- III. Non - availability of steel, cement or any other building materials, water or electricity supply, labor, proper access, etc for any reason beyond the control of Promoter.

- IV. War, Civil Commotion or act of God such as floods, earthquake, heavy monsoon etc.
- V. Any notice, order, rules or notification of the government and /or public or competent authority.
- VI. Delay in grant of any NOC/permissions/licenses/connections/ installation of any services such as lifts, electricity, water connections and meters to the Scheme FLAT, road NOC etc., or Occupancy (Completion) Certificate from appropriate authority.
- VII. Death and/or permanent disability of key representative of the Developer

9.2. Procedure for Taking Possession: The Promoter after completing construction of _____ and on filing application for obtaining Occupancy Certificate / from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement, the Promoter shall offer the possession to the Allottee in writing. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy; or otherwise possession to be taken within maximum 2 (two months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Allottee shall be and agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of Occupancy Certificate. Provided that if delay period on the Account of Promoter of the possession agreed to the allottee, the allottee shall be paid by the Promoter, interest for every month of delay till the intimation of the possession by the Promoter.

9.3. Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee on receiving payment of all dues, charges etc, under this agreement payable by the Allottee to the Promoter if any in pursuance of these presents and on the Allottee fulfilling his part of the agreement. In case the Allottee

fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable. And if the allottee fails, he/she shall be liable to pay interest and compensation.

9.4. Compensation: If the Promoter fails to abide by the time schedule for completing the said building i.e. _____ in the UNITY PARK project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the said project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession subject to the terms of this agreement. The Allottee also agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

10. TIME IS ESSENCE :

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be, as per the terms herein.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause **2.5** herein above. ("Payment Plan").

11. TERMINATION OF AGREEMENT :

11.1. Without prejudice to the right of Promoter to charge interest as per terms of agreement, on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings etc.) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its sole option, terminate this Agreement.

- 11.2.** Provided that the Promoter shall give to the Allottee 15 (fifteen) days' notice in writing, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. The agreement shall stand terminated at the elapse of the notice period, if Allottee fails to remedy the breach within the notice period. The Allottee will have right only on amount as mentioned above and that also after deducting the amount payable as per the terms of the agreement.
- 11.3.** Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter subject to following:
- 11.4.** If the Allottee has taken loan from any bank, financial company, institute, etc. then in case of termination/cancellation of the apartment by Promoter, the consent from the said bank, financial company, institute, etc for resale of the said apartment will not be required subject to that the loan amount which has been disbursed from the financial company to the Promoter directly shall be paid by the Promoter (without any interest or penalty thereon), to the bank, financial company, institute, etc directly. The Allottee shall make aware of this clause to the financial company by separate letter.
- 11.5.** The Promoter shall deduct the amount towards damages, administration charges, other expenses etc, equivalent to 10%

of the sale amount, from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (after deducting above amount) from the amount received by the Promoter. In this case reduction in price of the apartment will also be considered as damages/loss of the Promoter in addition to other loss and expenses.

- 11.6.** In case of termination of this agreement for any reason, taxes such as Stamp Duty, registration fee, LBC/LBT, service tax, GST (CGST, SGST, IGST), VAT etc. already paid / reimbursed or otherwise shall not be refunded by the Promoter to the Allottee.
- 11.7.** In case of the cancellation of the said apartment, the Promoter shall not be responsible and not be liable for refund of stamp duty, registration fees, GST (CGST, SGST, IGST), or any charges paid to the Government against this apartment. The Allottee irrevocably agrees to the same.
- 11.8.** Except the aforesaid amount, the Allottee will have no right on the said apartment, nor will he/she/they claim any right on the same in future also and Allottee hereby agrees for the same. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will be necessary within fifteen days and the same is agreed and consented by the Allottee/s. However the Promoter shall not be liable to repay the amount payable unless and until the Allottee confirms the termination by execution and registration of a Deed of Cancellation.
- 11.9.** The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration.

12. DEFECT LIABILITY :

- 12.1.** If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter, in writing along with proof, any structural defect in the

Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- 12.2.** The defect hereinabove stated i.e. manufacturing defects shall not include defects caused by normal wear and tear, negligent use of the apartment / building / premises by the Allottees, abnormal fluctuations in the temperatures, abnormal heavy rains, natural calamity and/or any modification or alteration done inside or outside the apartment, superficial cracks, and lack of daily maintenance etc. The Allottee agrees to the use of fittings and fixtures as per the directions mentioned in manufacturing warranty cards, which information is given to Allottee by the Promoter.
- 12.3.** Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced after 2 months from the date of Completion Certificate.
- 12.4.** Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any structural alterations including but not restricted to alterations in any of the RCC structures, fittings, pipes, water supply and electrical connections or any of the erection in the kitchen, toilets, W.C., bathroom, terraces, passages etc. If any of such works are carried out or any heavy loads are stored in the apartment balcony, terrace, passages, etc., any liability including defect liability of the Promoter automatically shall come to an end. Further, the Allottee shall be liable of paying damages, if any, to Allottee / owner / user of the apartment below or any other affected apartment/s.
- 12.5.** The Allottee/s shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner.

12.6. The Allottee specifically agrees not to undertake any addition/alteration including enclosing of open terrace by any means. He/she/they also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

13. FORMATION OF ORGANIZATION OF APARTMENT HOLDERS:

13.1. The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the bye-laws of the proposed Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Competent Authority.

13.2. The Promoter shall execute Deed of Apartment in favour of allottees, and cause to transfer to the Allottees all the right, title and the interest of the Owner i.e. Promoter in their respective apartment in the said Building of said '_____' along with undivided proportionate share in '_____' land proportionate to total carpet area of the '_____' land in which the said Apartment is situated, subject to rights of the exclusive use of parking of respective Allottees, on or before dated **30-Dec-2023**.

13.3. Though the open parking areas on common areas of projects shall be common of the Allottees or their organization, it is the necessity and requirement of the allottee/s that various open parking spaces be got, specified / distributed / selected for allotment of exclusive use on the basis of first come first serve, among them to have orderly and disciplined use and to avoid

confusion, disputes and differences among them. With this view, the Promoter, on the request of the Allottee herein is keeping a register / record of such designations / selections of parking's to be done by the Allottees among themselves which selections will be subject to rules and regulations of the association to be formed by them. The Allottee agrees to the same. The Promoter has not taken any consideration for such selection. It is specifically agreed by the Allottee herein that the above work is being done by the Promoter ex-gracias on the request of the Allottees and the same is not to be deemed as allotment by the Promoter and that if for any reason it be held that such selection / designation of open parking/s by the Allottees of the apartments among themselves is not proper then the Allottees (including Allottee herein) shall be entitled to use entire parking area in common or as may be decided amongst them. In this arrangement of parking, those allottees that have covered parking shall not be allowed for such type of arrangement.

- 13.4.** The allottee has consented to this arrangement by which the earlier allottees have also selected the open parking. The allottees are also aware that the said open parking area is part of the common area in which all allottees of the project shall have undivided share.

14. CONVEYANCE OF THE SAID APARTMENT:

- 14.1.** The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the bye-laws of the proposed Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if

any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Competent Authority.

- 14.2.** The Promoter shall execute Deed of Apartment in favour of allottees, and cause to transfer to the Allottees all the right, title and the interest of the Owner i.e. Promoter in their respective apartment in the said Building of said UNITY PARK project along with undivided proportionate share in UNITY PARK project land proportionate to total carpet area of the UNITY PARK Project land in which the said Apartment is situated, subject to rights of the exclusive use of parking of respective Allottees, on or before **30-Dec-2023**.

15. PAYMENTS FOR TAXES, CESS AND OTHER OUTGOINGS ETC.

- 15.1.** Within 15 days after notice in writing or intimation is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of completion certificate (though possession is not taken by Allottee/s) the proportionate share of outgoings in respect of _____ building, namely local taxes, betterment charges, or such other levies by the concerned local authority and/or Government, N. A. charges, water charges, common lights, common light meter, repairs, and salaries of clerks, bill collectors, chowkidars, liftman, sweepers, gardeners, water pump/s, expenses for lift repairs, machinery repairs, common security, parking maintenance, common power backup expenses etc. and all other expenses necessary and incidental to the Management and maintenance of the said _____ and building/s. This amount does not include supply of water if by water-tankers, maintenance of STP and UGWT, property taxes of individual apartment and club and individual electricity bills, etc. The proposed Association shall carry out the general common outgoings. Till such period the Allottee has agreed to pay provisional lump sum charges as the general common outgoings in advance prior to delivery of possession of the said apartment.

- 15.2.** Regular maintenance will be made through the interest accumulated over the security deposits contributed by the Allottee. In case in future additional maintenance occurred then the Allottee/s shall pay to the Promoter or to such person as may be nominated by the Promoter / Association in proportion of the carpet area (of the apartment, enclosed balcony, adjoining terraces), (plus service tax, GST - CGST, SGST, IGST as applicable), per month towards the outgoings.
- 15.3.** The Promoter or such person nominated by the Promoter will maintain a separate account of the maintenance charges received from the Allottee as mentioned above. The Allottee agrees that in case the expenses incurred are more, such additional charges will be borne by the Allottee, and the balance amount if any will be handed over to Association.
- 15.4.** The Allottee hereby agrees that if he/she does not pay the maintenance as mentioned above, the Promoter will charge interest and compensation on the said outgoings, and the Allottee shall be liable to pay the same.
- 15.5.** The Promoter shall be entitled to enter into agreement with any person / company / agency for maintenance of the common facilities of the project for months or year with a view to ensure cleanliness thereof. The Allottee and Association shall be bound by the said contract. Similar charges shall not be payable and not to be collected from the unsold apartments, the Allottee herein agrees to the same.
- 15.6.** The monthly / yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water may be provided temporarily by Promoter from various sources viz. borewell, tankers, corporation, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on project and thus on each apartment and the same will be billed and collected in advance. The collection may be, in advance, on quarterly / half-yearly or yearly basis.

15.7. If the allottee fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the Apartment / unit until the charges are paid.

15.8. The Promoter shall develop the open space, lawn, children play area which will be common for all allottees in all the projects of layout. On completion of the said facilities and the same being made available to the Allottees, he/she shall be liable to pay, promptly and time to time, contribution of charges of maintenance thereof as may be decided and levied by the Promoter until the said facilities are handed over to the organization. The use of the facilities shall be strictly as per the rules and regulations of the local authority / Promoter/ Associations etc. The Allottee herein shall pay his / her contribution for outgoings/ maintenance of these common facilities as may be decided by the Promoter or the associations. The Allottee has hereby agreed to pay to the Promoter or person/ agency appointed by the Promoter such charges in advance, on or before taking possession of the said apartment, irrespective whether the Allottee makes use of the facilities or not. The Allottee has agreed that in the event the said maintenance is not paid by him/her or other Allottees, due to which the Promoter may become unable to carry out the maintenance, the Promoter will shut down some or all (as the case may be) of the common facilities. The Promoter shall be entitled to enter into agreement with any person / company / agency for maintenance of the common facilities in the project with a view to ensure upkeep and maintenance thereof. The Allottee shall be liable to pay his share of outgoings/maintenance charges and shall be bound by the rules and regulations of the local authority/ Promoter/ Associations.

16. DEPOSITS BY ALLOTTEE WITH PROMOTER FOR SOCIETY / ASSOCIATIONS

16.1. The Allottee shall contribute **Rs.** _____/- towards special corpus fund by depositing the same to the account of UNITY PARK _____ maintenance account.

16.2. The Allottee shall separately pay to the Promoter lumpsum amount for meeting legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with formation of the Association / society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

16.3. All the expenses relating to conveyance or any other documents, to be executed, such as stamp duty, LBT, registration fees and other incidentals etc. shall be borne and paid exclusively by the Allottee.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- I. The Promoter has clear and marketable title with respect to the said land; as declared in the title report annexed to this agreement and marked as Annexure “C”, and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the Project;
- II. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- III. There are no encumbrances upon the said land.
- IV. There are no litigations pending before any Court of law with respect to the said land.
- V. All approvals, licenses and permits issued by the competent authorities with respect to the said land and said building 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 UNITY PARK and building shall be obtained by following due process of law and the Promoter has been and shall, at all

times, remain to be in compliance with all applicable laws in relation to the UNITY PARK, Building and common areas;

- VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- VII. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the UNITY PARK, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- IX. At the time of execution of the conveyance deed of the structure to the allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure of '_____' to the Association of the Allottees;
- X. The Promoter has duly paid and shall continue to pay, subject to terms mentioned hereinabove, and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities, till obtaining completion / occupancy certificate of the building.
- 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 land) has been received or served upon the Promoter in respect of the said land.
- XII. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or

convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the apartment agreed to be purchased by him as per the terms of the Agreements. The Allottee has hereby given his irrevocable consent therefore.

18. COVENANTS AS TO USE OF THE SAID APARTMENT :

The Allottee/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also for the building in which the said Apartment is situated -

- I. To maintain the Apartment at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- II. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. The Allottee will not utilize common area, passage area, ducting, common terrace, parking etc. for any kind of storage purpose which may or may not create obstructions to other Allottees.

- III. To carry out at his own cost, time to time, all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- IV. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parapet or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association. After possession of the said apartment the Allottee / Association has / have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lifts, power back up, pumps etc. and to carry out timely, necessary repairs as and when required. The Allottee shall abide with the conditions, warranties mentioned in the contracts with the vendors, failure of which the allottee shall solely be responsible regarding the same.
- V. After receipt of the completion certificate from the Aurangabad Municipal Corporation, the Promoters role and responsibility shall become ineffective in case of any addition and/or alteration to the apartment/building is done by the Allottee, any damage caused to the building/s by accident, any tampering with the geometrical section/s of all the buildings for any purpose whatsoever, any overloading of the

building/s, lack of maintenance by the Allottee/s association, any event of force majeure, act of God, any natural calamity or manmade occurrences which could not have been envisaged while designing the building/s for which the building is not designed, any act that is detrimental to the building as a whole, failure to communicate to the concerned authorities about deformities in time.

- VI. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the UNITY PARK and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- VII. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the UNITY PARK and the building in which the Apartment is situated.
- VIII. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- IX. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- X. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up, and until the fulfillment of the terms of the agreement.
- XI. The Allottee shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and

use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- XII. The Allottee/s shall not be entitled to claim possession of the said apartment until the completion certificate in respect of the said Apartment is received from Aurangabad Municipal Corporation and the Allottee pays all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary deposits, maintenance amount / deposit, service tax, VAT, GST (CGST, SGST, IGST), and other taxes, cess, charges etc payable under this agreement of the said apartment to the Promoters and signed the possession documents, bonds, receipts, etc.
- XIII. Till a conveyance of the said land on which the building in which Apartment is situated is executed in favour of Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land, Building and Apartment or any part thereof to view and examine the state and condition thereof.
- XIV. Not to obstruct the construction and development work of the Promoter in the entire project at any time for any reason and in any way.
- XV. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.D.C.L., the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and common facilities in proportion to the area of his/her apartment/unit. The Allottee is made aware that such charges are normally more than regular charges as same being considered as commercial use.
- XVI. If after delivery of possession of the said apartment/unit, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help therefore. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee or any other reason, for which the Promoter

is not responsible, and written in this agreement, then the Allottee shall be liable to carry out the said repairs and pay cost therefore.

- XVII. The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her apartment/unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other Allottees and occupiers and Promoter in any manner whatever.
- XVIII. The Allottee/s shall not enclose the terraces adjacent to the apartments in any manner.
- XIX. The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the Allottee or his workers appointed.
- XX. The Allottee shall not erect dish or other antennae outside the Apartment / building, for his own. He/she/they shall use the common dish for television, and the DTH service provider will be decided by the Promoter only.
- XXI. After Possession, the Allottee shall fully insure the said apartment at his / her own cost with any insurance company and the Association shall insure the entire building.
- XXII. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee shall not object for the walking of the other Allottees through parking area and also shall not object for the overhead or underground pipelines, cables, chambers etc. running through the parking used by him/her or even otherwise and shall not take objections in future for the maintenance for the said lines and cables.

19. SEPARATE ACCOUNT FOR SUM RECEIVED :

The Promoter shall maintain a separate account in respect of sums if received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association towards the outgoings, legal

charges and shall utilize the amounts only for the purposes for which they have been received.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until it is transferred to the Association / Apex Body as hereinbefore mentioned.

21. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

22. NAME OF THE PROJECT / BUILDING :

The name of the project on said land shall be UNITY PARK and the name of the building on the said Land, this building shall be called _____. All these names shall not be changed at any time. The name of the Common Association and buildings of other projects shall be decided by the Promoter. Provisions of this agreement applicable on allottee/ subsequent allottee:

23. The apartment/unit Allottees hereby agree and irrevocably empower the Promoter and anyone of its Partner as power of attorney holder of the apartment/unit Allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI of the Said land and TDR, paid FSI, premium FSI, or FSI obtained in any form and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI and get the building plan sanctioned, to give consent to the draft of deed of declaration and deed of apartment and to execute the declaration therefore, to register the above documents, to and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter.

24. The Allottee has been made aware that as per AMC rules the Allottees of the project will be liable to undertake maintenance of the Sewage Treatment Plant and Organic Waste Composter at their cost. The Allottee/s and/or its Association shall also be liable to get the license of the Maharashtra Pollution Control Board renewed from time to time and to pay requisite charges for the same, from the date of Occupancy Certificate of the building.

25. Before delivery of possession of the said Apartment the Allottee shall get satisfied himself/herself/themselves about the correctness of the carpet area of the said Apartment and about the quality of construction work and specifications/amenities provided in the apartment, building & project. After delivery of possession the Allottee shall not be entitled to make any complaint therefore and all the rights regarding the same shall be deemed to have been waived.

26. After the possession of the apartment/premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Corporation or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

27. The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs. It is made clear that no other specific permission/authority is required from the said Allottee/association for this purpose.

28. It is also understood and agreed by and between the parties hereto that part portion of the terrace space above the said building shall be common for the use of all the Allottees and the remaining part portion of the said terrace will be used for solar purpose etc.

29. It is specifically agreed between the Parties hereto that even if before completion of the entire scheme or sale of all apartments/units, should the Association be registered/formed and or conveyance is executed, then for the unsold apartments the Promoter herein shall not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses/outgoings/maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. Also the allottees of such apartments shall be liable to pay outgoings/maintenance from the date of allotment and delivery of possession.

30. The Allottee hereby irrevocably authorizes & empowers the Promoter to represent him by executing such documents and forms as may be found necessary, for procuring electricity connection and meter from the MSEB/MSEDCL, water connection from AMC, municipal property tax assessment and re-assessment, for the said apartment in the name of the Allottee, and for such other record as may be found required to be in the name of the Allottee, before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter shall till the execution of the final conveyance represent the Allottee by signature or otherwise to do all the necessary things/acts in all the departments of the A.M.C., Collector, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSEB/ MSEDCL, ULC official, Environment, pollution board, Corporation etc. and the same shall stand ratified and confirmed by the Allottee herein.

31. If an Allottee is availing of a loan, he/she may obtain the loan for payment of the consideration agreed hereunder at his/her own costs and risk and the Promoter shall not be liable for the same. However the Promoter will render required help to the Allottee for the above purpose. The help given by the Promoter as above shall not be construed as right of the Allottee and delay or default for the said reason shall be considered as a default in payment of the

consideration by the Allottee. Any communication by the Allottee to be made shall be made in writing (hard copy).

32. The Promoter will be applying to the concerned authorities for giving separate water connection for the building/s and electricity meters and connections for the apartment of the Allottee/s. If there is a delay in obtaining the water and electricity connections from the concerned departments after obtaining occupancy certificate, then in that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same (at the cost of Allottee) from the market as per availability, the Promoter may provide electrical connections/water supply at the cost of the Allottee through any other temporary arrangement due to which if there is improper/ insufficient/irregular supply of water/electricity, the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. All costs therefore shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements at the cost of Allottee/s. The Allottee/s has agreed not to raise any complaint regarding the same against the Promoter and the Promoter has executed this agreement relying upon the said assurance given by the Allottee for himself/herself/themselves and as a member of the proposed organization / association.

33. The Allottee shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Promoter (and service tax, GST – CGST, SGST IGST, and any tax if applicable thereon). Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his/her consents. The Promoter is entitled to demand charges for

such temporarily arrangement in advance, for 12 months, on giving possession of the said apartment.

34. Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law (as per the provisions of the Income Tax Act 1961) for the time being in force while making any payment to the Promoters under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with the Annual Tax Credit Statement in form 26AS on the Income Tax Department site.

35. The Allottee shall submit the said certificate to the Promoter before taking the possession of the said apartment/unit or earlier when demanded by Promoter. The Allottee is well-aware and understands that this is his own sole responsibility and should do as aforesaid within the stipulated time.

36. The Allottee has read and understood all the terms and conditions of all the agreements, documents, various permissions, NOC's, indemnity bonds, undertakings etc. with the Collector, Corporation or MSEDCL, MP Board, Government, or any other sanctioning person/authority etc. The Allottee agrees that this agreement is subject to the said terms and the concerned terms are binding on him/her/them.

37. The Promoter has not undertaken any responsibility nor has he agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the owner/s other than the terms and conditions expressly provided under this agreement.

38. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

39. BINDING EFFECT

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

40. ENTIRE AGREEMENT

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

41. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties. Without specific prejudice caused to the Allottee, the Allottee has agreed to give unconditional consent to amend the agreement thereby amending time schedule for completion of project, amenities, nature of organization to be formed.

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

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

43. SEVERABILITY

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

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

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

45. FURTHER ASSURANCES

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

46. PLACE OF EXECUTION

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

47. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof. Before the registration of the document at the Office of the Sub-Registrar, Aurangabad, the Allottee/s shall carefully check and verify the contents of the documents, his/her name, address, I.T. PAN Nos., the said apartment details etc. to be appeared in the Index II. The Allottee shall solely be responsible for the same and in the event of any mistake occurred thereafter will be resolved by the Allottee at his/her/their own cost.

48. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and/or notified Email ID/Under Certificate of Posting at their respective addresses at his/her/their address/es specified in the title of this Agreement. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

49. JOINT ALLOTTEES

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

50. The Allottee declares that he/she/they has/have carefully read this agreement and fully understood it and agreed to the contents of this agreement and assured that he/she/they shall abide by all the terms and conditions of this agreement and is aware that only thereupon this written agreement has been executed.

51. In this agreement, singular shall include plural and vice versa, the masculine, feminine, and neutral genders shall, wherever the context do requires, include the other.

52. It is hereby made clear that whatsoever is mentioned above in this agreement, relates to '_____' only. Hence Allottee has no right etc. on the land of said land except '_____' . Promoter has the right and freedom to change planning etc except '_____'.

53. DISPUTE RESOLUTION: -

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

54. GOVERNING LAWS APPLICABLE

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

This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963, OR the Maharashtra Housing (Regulation & Development) Act 2012 and/or the Maharashtra Apartments Ownership Act, 1970 and/or the Maharashtra Cooperative Societies Act 1963 the rules made there under from time to time, as the case may be.

The consideration of the Said Flat as agreed between the Promoter and the Purchaser/s herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said flat. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and also Maharashtra Apartment Ownership Act 1970, OR the Maharashtra Housing (Regulation & Development) Act 2012 and stamp duty for this

transaction is payable as per the Bombay Stamp Act, 1958, Schedule - 1, Article 25 (d). The Flat Purchaser/s herein has/have paid stamp duty of **Rs.** _____/-(_____ **only**) along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty and registration fee adjusted against the stamp duty and registration fee payable on the conveyance, which is to be executed by the conveyance the same shall be paid by the Flat Purchaser.

It is further agreed that, if any Sales Tax / SGST, Work Contract Tax, Service Tax / CGST/ IGST, Value Added Tax, Local Body Tax or any other charges become payable on this agreement, the same shall be borne and paid by the Flat Purchaser/s alone.

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

SCHEDULE “A”

Description of the freehold land and all other details:

All the piece and parcel of land adm. 41.50 R forming part of Gut No. 94, in all admeasuring 6 Hector 17 R, situated at village Tisgaon, Taluka and District Aurangabad, and the land is bounded as under:

East	:	Gut No. 94
West	:	land of Gut no. 94 owned by Sau. Sangita Luniya, Sau, Sangita Rameshwar Bharuka and Sau Shobha Rajendra Desarda,
North	:	Road,
South	:	Gut No. 94.

SCHEDULE “B”

UNITY PARK

Area statement of Row house No. ____

	Row House No.	Carpet area	7/12 area	Paid area +T.D.R	Buitup area

Flat No____, Carpet Area Adm. Sqm. on **Row House**, in _____,
in “UNITY PARK” **being developed** described in Schedule above and
the said Flat is bounded as below:

ON TOWARDS EAST:

ON TOWARDS WEST:

ON TOWARDS SOUTH:

ON TOWARDS NORTH:

SCHEDULE “D”

**COMMON AREAS AND FACILITIES COMMON AMONG
FLATS/ UNITS IN BUILDING NO. _____:**

1. Common drainage, storm, , water and electrical lines.
2. Common electrical meter/s

Schedule “E”

**COMMON AREA AND FACILITIES COMMON AMONGST ALL
THE BUILDINGS/ ASSOCIATIONS IN THE ENTIRE PROJECT:**

1. Open Space, lawn, children play area etc.
2. Rain Water Harvesting Pits,
3. Underground water tank,
4. Common drainage, storm, water and electrical lines lying for all the
project/s in the layout.
5. Internal driveway /road with street lights
6. Compound wall.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner

- 1. Shri. Ramanand Ganeshlalji Modani,**
- 2. Shri. Anil Murlidharji Soni**

Developer

Shri. Ashok Jainarayan Baheti
Prop. M/s. Baheti Landmark

Purchaser / Allottee

- 1.**

Witnesses:

1. _____,
_____.

2. _____,
_____.