

AGREEMENT TO SALE

Zone 16.487 A	Rate Rs.33,500/-Sq.Mtr
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Agreement to Sale for Flat No....., in the premises/building known as "Parvati Enclave Apartment", Gut No.26/1, Situated at Himayat nagar, Tq. & Dist. Aurangabad. The Govt. Value of Rs.-/- (Rupees Only) and Actual sale value of Rs.-/- (Rupees Only).

This agreement to Sale is executed today

at Aurangabad, between:

M/s.Sakshi Builders (Pan No-ABOFS7748C)

Through It's Partners

Mr.Arjun Ramkrishna Atkare

Son of Mr.Ramkrishna Radhakrishna Atkare

Age 37 Years, Occ: Business

Residing at :Plot No-33, Parijat Nagar, N-4, Cidco, Aurangabad

Adhar No.:480589525882

PAN No.AGNPA1338E

E-mail :

Mr.Sambhaji Ramkrishna Atkare

Son of Mr.Ramkrishna Radhakrishna Atkare

Age 47 Years, Occ: Business

Residing at :Plot No-33, Parijat Nagar, N-4, Cidco, Aurangabad

Adhar No.:222710977858

PAN No.AFMPA4767R

E-mail :

M/s.Sakshi Heights Pvt.Ltd

(Hereinafter called as **Owner /Promoter**)

Through their GPA/Resolution (if applicable)

Mr.Sambhaji Ramkrishna Atkare

Son of Mr.Ramkrishna Radhakrishna Atkare

Age 47 Years, Occ: Business

Residing at :Plot No-33, Parijat Nagar, N-4, Cidco, Aurangabad

Adhar No.:222710977858

PAN No.AFMPA4767R

E-mail :

(Hereinafter called as **Owner/Promoter** which expression shall mean and include all its present and future directors, shareholder, promoters, their heirs successors, legal representatives, executors, administrator and assignees.)

AND

1. Mr. Son of
Age : Years, Occ:
Residing at :
Adhar No.:
PAN No.
E-mail :
2. Ms Daughter / Wife of
Age : Years, Occ:
Residing at :
Adhar No.:
PAN No.
E-mail :

Sakshi Builders

Partner

(Hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors – in – interest and permitted assignees). The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**"

WHEREAS:-

TITLE HISTORY / LITIGATION / CASE RESULTS / DOCUMENTS OF TITLES / SEARCH REPORTS ETC

WITH SCHEDULE – I.

AND WHEREAS by virtue of aforesaid documents of title the promoter being owners / developers has the sole and exclusive right to develop, construct and allot / sell the Flat/Unit etc in the said building/s to be constructed by the promoter on the entire land and to enter into agreement /s with the allottee/s of the apartment and to receive the consideration in respect of the said unit/s.

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

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings named as "**Parvati Enclave**" Apartment of the said constructed building Situated at Himayat nagar, Aurangabad' project in accordance with the recitals hereinabove.

AND WHEREAS the Promoter is in possession of the said land on which the project "**Parvati Enclave**" Apartment being constructed.

DETAILS OF SANCTION / FSI / TDR / NA / ROAD WINDING / RELINQUISHMENT DEED / VARIOUS NOC's ETC.

SCHEDULE – II

AND WHEREAS the Promoter has proposed to construct on the open Plot "**Parvati Enclave**" Apartment Flated Building Parking + 7 floors. And Purchaser has accepted and has confirmed the same.

AND WHEREAS the Allottee is offered an Flat/Unit bearing number _____ on the _____ floor, (hereinafter referred to as the said 'Apartment') in the Building called "**Parvati Enclave**" Apartment hereinafter referred to as the said 'Building') being constructed in the said project, by the Promoter, as per schedule –C.

Sakshi Builders

(Signature)
Partner

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AND WHEREAS M/s.Sakshi Builders through its Partners Mr.Sambhaji Ramkrishna Atkare has become the owner and possessor of the property Land Admeasuring-9 R,part of Gut No.26/1,Situated at Himayat nagar,Aurangabad vide Registered Sale Deed bearing No.4459/2020,Dated-22/10/2020.

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects;

AND WHEREAS 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 the Promoters have appointed the legal advisor, who investigated the title to said Property and has granted the Title Certificate to the said scheme and same, is annexed herewith.

AND WHEREAS this "**Parvati Enclave**" being an on-going project, the Promoter, has applied by application dated 31.05.2021, as per Act, for the Project certification under the provisions of the Act with the Real Estate Regulatory Authority. And the promoter has also obtained the project registration Number from RERA authority vide Reg. No- ---- Dated -----

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 "**Parvati Enclave**" 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 copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or 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 'B'**, respectively

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 C1**.

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the Allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the Allottee intends to purchase and the Allottee shall have the right to claim the same for is marked as **Annexure C2 & C3**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee , as sanctioned and approved by the local authority have been annexed and marked as **Annexure-D**

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Partner

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

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.

AND WHEREAS the Promoter has accordingly commenced construction of the said building 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/Unit No. _____ on _____ floor in the Building being constructed in the said "**Parvati Enclave**" (which is more particularly described in Schedule-C hereunder written).

AND WHEREAS the carpet area of the said Flat/Unit is _____ square meters and 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.

The usable floor area of enclosed balcony is admeasuring _____ square meters and attached usable floor area of open terrace is _____ square meters.

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; -

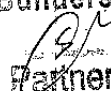
AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____/- (Rupees _____) only, details as mentioned in separate receipt of payment being part payment of the sale consideration of the Flat/Unit agreed to be sold by the Promoter to the Allottee as advance 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 have been annexed and marked as **Annexure G**

Sakshi Builders.


Partner

(4)

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, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra On...30.07.2017.....under registration no..... have been annexed and marked as **Annexure F**.

It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published by the Developer/ Promoter 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 Developer/ 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 Developer/ Promoter and therefore the complex shall not/may not be the same as in the brochure/master plan. The Developer/ Promoter shall not be liable for such variations nor shall the Purchaser/s question anyway the same.

Not with standing 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.

And that the Allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

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 Flat/Unit 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.

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/Unit owner or the Co-operative society of Flat/Unit owners that may be formed in future will not 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 ----- project for the consideration and by abiding the terms mentioned hereunder, the Promoters agreed therefore;

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Partner

5

AND WHEREAS the Purchaser has read and understood all the terms and conditions With the Promoter 1) Mr.Arjun Ramkrishna Atkare & 2) Mr.Sambhaji Ramkrishna Atkare,3)Sakshi Heights Pvt.Ltd.Also the Purchaser has read and understood all the contents of the indemnity bonds / undertakings, etc given by the Promoter and Purchaser agrees that the said indemnity bonds/ understanding etc. shall form an integral part of this agreement and shall be binding on him/her/them.

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 - **"Parvati Enclave"** 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/Unit Purchaser except the common amenities and facilities agreed to be provided by the Promoter to the Flat/Unit 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

1.1 AND WHEREAS the Promoter has proposed to construct on the open Plot **"Parvati Enclave"** Apartment Flated Building Parking + 7 floors.And Purchaser has accepted and has confirmed the same.

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 unit 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/unit in the said project for which he has applied vide application no. _____ dated _____ for apartment no. _____ type _____, having carpet area of _____ square meters as per RERA Act definition and clarification, and exclusive enclosed balcony area ----- exclusive terrace area ----- and exclusive open balcony area -----, exclusive box / cupboard area ----- square meters of the apartment / unit No.----- on _____ floor in [tower/block/building] no.____ ("Building") being constructed in the said project of which are more particularly described in **Schedule-C** and the floor plan of the apartment is annexed hereto and marked as **Annexure-----** for a lumpsum consideration of Rs. _____/- (Rs. _____

_____ only) 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.

2.2 The total aggregate consideration amount for the apartment space is thus Rs. _____/- (Rs

_____ only). That, the sale price mentioned above is on lump sum basis and has nothing to do with the area of the said Flat.

As Per Building By-Laws of Aurangabad Municipal Corporation required Parking Space has been provided for the Flatted apartment and no consideration of parking Space has been taken by the owners/ developers from any purchaser of Flats.

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

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Partner

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Date	R. No.	By Ch. No. / By Cash / By D.D.	Amount
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2.4. Manner of Payment:

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

% of work	Stage of Construction
10%	On or before execution of agreement
20%	On Completion of Plinth
15%	On completion of 1st Slab
15%	On completion of 2nd Slab
15%	On commencement of Brick work
15%	On commencement of Flooring
5%	On commencement of Painting
5%	On or Before Possession

Total 100% i.e. Rs.

2.6 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 entire land and/or sale of the apartment, etc., any amount by way of premium to the Corporation or to the State and/or Central Government or betterment charges and/or any of the incidents of this transaction including GST (CGST, SGST, IGST), service tax, Value Added Tax (VAT), tax on transfer of property, etc. or development tax, or educational cess or any such cess etc, or any present or other new tax, charge, or payment of a similar nature becoming payable, the 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

2.7 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 nonpayment 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.

2.8 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 along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2.9 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.

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Partner

2.10 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.

2.11 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/Unit 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/Unit Purchaser/s shall make all the payments to the Promoter by Demand Draft only or by local cheques drawn in the name of **SAKSHI BUILDERS, Bank- State Bank of India, Branch-IFB, Aurangabad in A/C No.- ,IFSC Code No.**

If the Flat/Unit 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/Unit shall only be handed over after the amount is realized and credited by the drawee bank. If due to any reason the above account or bank, if changed by the promoter, the same shall be intimated to the allottee and allottee hereby agrees to pay as per the changed account No. and 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.

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Partner

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 "**Parvati Enclave**" project is proposed on a land area of 900.00 Sq mtr.(area as per 7/12 Extract). The building to be constructed is a flatted Building with Parking +7 floors.The permissible Built up area of the said project "**Parvati Enclave** is **2768.00 Sq.Mtr**).The Promoter hereby declares that the above permissible builtup area consists of basic Floor Space Index available as on date in respect of the entire land is 990.00 Sq mtr. Plus paid Premium FSI availed is of 450.00 sq.mtr. Along with TDR Admeasuring 290.00 Sq.Mtr has been availed by the Owner/Promoter. As per rules in the Development Control Regulation. Upon this an Ancillary Area FSI which is allowed up to 60% or 80% with payment of charges as per UDCPR rules dated-02/12/2020,Area of 1038.00 Sq.Mtr is also Availed by the Builders/Developers/Promoter.Now Total Entitlement of the FSI Availed by the Promoter in this proposal is of B/Up area 2768.00 Sq.Mtr.

It is hereby declared that as per sanctioned plan/s of date 30.03.2021 at present the sanctioned Building Permission is of B/up area 2768.00 square meters, which is all utilized on the land for the project "**Parvati Enclave**", and which has/have been shown and noted to the Allottee of /"**Parvati Enclave**.

7.2 The Promoter shall have right to utilize entire existing infrastructure and facilities provided in the said "**Parvati Enclave**" 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.

7.3 Though the Promoter herein has right to develop the said entire land, bearing Gut.No.26/1,Situated at Himayatnagar,Aurangabad.Admeasuring-900.00 Sq mtr. the Promoter has decided to carry out development in various projects and accordingly portion identified as said "**Parvati Enclave**" project 900.00 Sq mtr, is only subject matter of this Agreement and the same is more particularly described in Schedule-B hereunder written and plan annexed.The Allottee is concerned with this "**Parvati Enclave**" project only.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 entire land at its discretion by utilization of FSI, TDR etc. The Allottees have absolutely no right over it, the allottees are only concerned with "**Parvati Enclave**" project only.

7.5 There shall be common facilities in the entire Plot and the same is described in the Schedule E hereunder written. Each Allottee of all projects in the entire plot will have proportionate undivided share in the common facilities and the respective plot.

Sakshi Builders

Partner

7.6 As stated above for the purpose of organizing maintenance of the common facilities with their respective plot common among all projects which includes transformers, common water tank of Apartment, Lift of Apartment, 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.

9. SPECIFICATIONS AND AMENITIES:

The authenticated copies of the specifications of the Flat/Unit Apartment agreed to be purchased by the Allottee and common amenities for the project, have been annexed and marked as Annexure IV & V respectively.

10 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.

11. POSSESSION OF THE APARTMENT:

11.1 The Promoters herein shall complete the construction of the said apartment / unit in all respects on or before **30/12/2024**, 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/Unit; 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/Unit. 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/Unit 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/Unit to the Flat/Unit purchaser till the handover of Flat/Unit, 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/Unit 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:

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- 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

11.2 Schedule for possession of common amenities:

11.3 Procedure for Taking Possession: The Promoter, upon obtaining the completion/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 within 7 days of receiving the completion/occupancy certificate of the Project. 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.

11.4 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.

11.5 Compensation

If the Promoter fails to abide by the time schedule for completing the said "**Parvati Enclave**" 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.

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12 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").

13. TERMINATION OF AGREEMENT:

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.

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 the 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.

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:

13.1 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.

13.2 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.

13.3 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.

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13.4 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.

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.

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.

14. DEFECT LIABILITY:

14.1 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.

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 minor leakages or seepages 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.

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.

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.

14.2 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.

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.

15. It is clearly understood by the purchaser that, the Maharashtra Apartment Ownership Act, 1970, extends to the whole of state of Maharashtra. The said Act came in to the force in such areas on such dates as the State Govt. may, by Notification in the official Gazette appoint and different dates may be appointed for different areas. The said Act is applicable within the limits of Municipal Corporation, Aurangabad.

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16. It is clearly understood by the purchaser that the Developer has submitted his project to the provisions of Maharashtra Apartment Ownership Act, 1970. The Maharashtra Legislature has passed two Acts of 1963 & 1970, governing the ownership Flat/Unit, but their functions & field of operations are different and the difference is as below :

17. The Flat Ownership Act, 1963 namely relates the flat owners who form co-op. Hsg. Society, while the Flat/Unit owners under the Apartment Ownership Act, 1970 are independent owners of their Flat/Unit & not subject to any body like a society. The condominium form by the Association of the Flat/Unit owners is only for regulating their mutual relations and has no existence like Co-op. Society. The Flat/Unit Ownership Act, 1963 & the Maharashtra Apartment Ownership Act, 1970, are not exclusively of each other but they are complementary to each other.

18. The Developer shall be the promoter in respect of the said construction work within the meaning of the Maharashtra Apartment Ownership Act, 1970. The Promoter has already submitted the project to the provisions of the Maharashtra Apartment Ownership Act 1970, by executing the registered Deed of Declaration. After issuance of the completion Certificate by the Aurangabad Municipal Corporation, the Promoter shall execute the Deed of Apartment/Sale Deed in favour of the each of the Flat/unit Purchaser & each of the apartment/Flat/unit owner shall be entitled to the exclusive ownership & possession of his apartment/flat/unit as provided in the Maharashtra Apartment Ownership Act, 1970, in such cases it shall not be lawful to form any co-op society under the Maharashtra Co-Op Societies Act 1960 or 1963. The Promoter under this agreement & the proposed Registered Deed of Apartment/Sale Deed has transferred the undivided proportionate title in the common areas in favour of the each of the unit/Apartment/Flat Purchaser as well as in favour of the Association of Flat/Unit owners hence no independent/separate Conveyance Deed is required to execute in favour of the Association of Flat/Unit owners. The Promoter under this Agreement has already handed over all the project documents & Plans, proportionate title in the common areas to the Purchaser as well as to the Association of the Flat/Apartment/Unit Owners.

19. On and from the appointed day, the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963, has repealed by the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) & the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) is repealed by the Real Estate (Regulation and Development) Act 2016 (RERA Act). The Maharashtra Apartment Ownership Act 1970, has not been repealed. However, in case of inconsistent provisions, the provisions of the RERA Act shall prevail. It is agreed in between the parties that after formation of the elected body of the Apartment Owner's Association, the promoter shall inform the Registrar of Societies, as defined in the Maharashtra Apartment Ownership Act, 1960, as soon as possible.

20. In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council or Municipal Corporation, Aurangabad, then the area available for additional construction will be utilized by the Developer alone and the Developer can transfer said FSI from the said building to another property or can sell the said FSI to the respective purchaser who are interested to purchase it & to put additional construction on the said building as may be allowed by the municipal corporation and to sell or otherwise deal with same.

21. That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time till all units in are sold and transferred to the prospective purchasers. No purchaser will be entitled to object for such amended declaration.

22. The Flat/Unit Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Vendor the following amounts:-

Sr. No.	Amount in Rupees	Particulars
i		for legal Charges.
ii		for proportionate share of taxes and other charges.
iii	As Applicable	GST/Taxes
Total Amount		Rs.

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23. The Promoter/Vendor shall utilize the sum of Rs. -----/- paid by the Flat/Unit Purchaser to the Promoter/Vendor for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter/Vendor in connection with formation of the association, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance Deed.

24. The purchaser shall pay all types of taxes, duties, charges attributed to his Flat/Unit levied by the Govt./Semi-Govt./Corporation/bodies.

25. The material used and the specifications adopted for the said Flat/Unit are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the flat he should convey the same to the developer/promoter before the work of the said item is started & he will have to bear the extra cost including material, labours & supervision charges in advance.

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

- a) To maintain the Flat/Unit Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Unit is situated, including entrance of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat/Unit Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Promoter/Vendor to the Flat/Unit Purchaser and shall not do or suffer to be done anything in or to the Flat/Unit Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Flat/Unit Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or RCC, Pardis or other structural members in the Flat/Unit without the prior written permission of the Promoter/Vendor and/or the association.

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15

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the Flat/Unit is situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.
 - f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the said land and the building in which the Flat is situated.
 - g) Pay to the Promoter/Vendor within Fifteen Days of demand by the Promoter/Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Unit is situated.
 - h) To bear and pay increase in local taxes, Water Charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Unit by the Purchaser to any purposes other than for residential purpose.
 - i) The Flat/Unit Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Unit until all the dues payable by the Flat/Unit Purchaser to the Promoter/Vendor under this Agreement are fully paid up and only if the Flat/Unit Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat/Unit Purchaser has intimated in writing to the Promoter/Vendor.
 - j) The Flat/Unit Purchaser 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 Flat/Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupation and use of the Flat/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - k) Till a conveyance of the building in which Flat/Unit is situated is executed the Flat/Unit Purchaser shall permit the Promoter/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
27. The Flat/Unit purchaser has agreed to pay sinking fund/society maintenance fund to the Owner/Promoter shall be maintain, maintenance of the project up to one year and this 1 years period will be counted start from the submission date of completion certificate, submitted by the register architect for obtaining occupation certificate from the Aurangabad municipal corporation Aurangabad. That means in short 1 year maintenance shall be counted from the date of completion certificate submitted by register architects to municipal corporation, Aurangabad. And after one year maintenance of the building shall be done by the Even after formation of the co-operative housing society. If the society desire to continue the contract for the maintenance with Owner/Promoter for further period, it should be recorded in writing between the Owner/Promoter and representative of the society.
28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/Unit or of the said Plot and Building or any part thereof. The Flat/Unit Purchaser shall have no claim save and except in respect of the Flat/Unit hereby agreed to be sold to him and all open spaces, parking spaces, staircases, terraces, will remain the property of Promoter/Vendor until the said land and building is transferred to the Association or other body as hereinbefore mentioned.

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16

29. Any delay tolerated or indulgence shown by the Promoter/Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat/Unit Purchaser by the Promoter/Vendor shall not be construed as a waiver on the part of the Promoter/Vendor of any breach or non-compliance of any of the terms & conditions of this Agreement by the Flat/Unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Vendor.

30. The Flat/Unit Purchaser and/or Promoter/Vendor shall present this Agreement as well as conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Vendor will attend such office and admit execution thereof.

31. If in future any FSI increases, in that case the Promoter/Vendor shall have every right to construct the said FSI on the balance land of project and the Flat/Unit Purchaser under this Agreement has given his unconditional written consent for the same.

32. If Promoter/Vendor shall make any changes in the elevation, sanction plan, floor plan or obtain any revised sanction from the Aurangabad Municipal Corporation, in that case, Promoter/Vendor shall have every right and liberty to make necessary changes in the Deed of Declaration as well as in the percentage of proportionate share of the Flat/Unit purchasers in the plot and common areas and amenities of the project and the purchaser under this Agreement has given his written consent for the same & if in future Promoter/Vendor wants to execute revised Deed of Declaration in that cause he has full authority, right & liberty to execute the same. Further under this Agreement, the purchaser undertake & assures to the Promoter/Vendor that in the said cause, if the Promoter/Vendor needs to execute any correction deed to this Agreement as well as any other document the purchaser shall cooperate to the Promoter/Vendor for the execution of the said documents.

33. All notices to be served on the Flat/Unit Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat/Unit Purchaser by Registered Post A.D./ Under Certificate of posting at his/her address specified below:

1. _____
2. _____
- R/o.: _____

34. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Flat/Unit in the said building, if any, shall belong exclusively to the respective purchaser of the terrace Flat/Unit and such terrace space are intended for the exclusive use of the respective terrace Flat/Unit Purchaser. The Said terrace shall not be enclosed by the Flat/Unit Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter/Vendor or the association.

35. No unit holder of "**Parvati Enclave**" Apartment Condominium shall post any advertisement or posters of any kind in or on the building. Holder of tenements shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the "**Parvati Enclave**" Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the "**Parvati Enclave**" Apartment Condominium. It is prohibited to throw garbage or fresh outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or fresh shall be Collected in a Vessel and thrown in the Municipal Dustbin. No Owner or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning units/flats, etc. on the exterior of the "**Parvati Enclave**" Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor.

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17

36. This Agreement shall always be subject to the provisions of **the Real Estate (Regulation and Development) Act, 2016** and the rules made there under/said Act and the rules made thereunder.

SCHEDULE "A"

Description of the Property Plots on which Construction has been Done

All that piece and parcel of Land Admeasuring 9 R (900.00 Sq.mtr), part of Gut No.26/1, Situated at Himatnagar, Aurangabad bounded by. As shown in the plan annexed, and bounded as below:-

On or towards the East :- Open Space

On or towards the West :- 15.00 Mtr D.P. Road

On or towards the South :- Land in Gut No-26 of Mr. Arun Mashke,
Mrs. Anita Mashke & Mr. Dhansingh Bakle

On or towards the North :- Remaining Land of Mr. Tilshiram Bakle

SCHEDULE "B"

Flat/Unit No. _____ of carpet area admeasuring _____ sq. mtrs. on _____ floor in the _____ along with usable floor area of enclosed balcony admeasuring _____ sq.mtrs. and attached usable floor area of open terrace area admeasuring _____ sq.mtrs. making a total usable floor area including the carpet area of _____ sq.mtrs. with covered parking space bearing number _____ situated at parking floor, to be constructed upon the "**Parvati Enclave**" described in Schedule above. The said Apartment is more particularly shown in the plan hereto annexed as Annexure F in Red colour boundary line.

On or towards the East :-

On or towards the West :-

On or towards the South :-

On or towards the North :-

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(18)

ANNEXURE-C

Structure	R.C.C. Framed structure.
Walls	Outer wall 150 mm thick, Inner wall 100 mm thick with AAC Blocks.
Flooring	Vitrified 2' X 2' Flooring for All Rooms
Doors	Main Door - Ply frame/with PVC laminate . Internal Door - Flush door with PVC laminate .
Kitchen	Granite top Kitchen Platform with S.S. Sink and wall tile up to lentel level above platform
Window	Powder coated 3 track Aluminum sliding windows and safety grills.
Plumbing	Concealed plumbing in G.I. Toilet- Concrete door frame with Flush Door, antiskid flooring with door height dado . Plumbing fitting in good quality .
Painting	Internal - Oil bond distemper paint. External - Premium quality emulsion Paint
Lift	Quality Lift for vertical circulation in Flated Building

• **COMMON AREAS AND FACILITIES FOR FLATED APARTMENT ONLY**

1. Parking.
2. Stair Case.
3. Water Tank & water lines.
4. Lift in Flated Building
5. Drainage chambers & lines.
6. Common electricity meter & all common electricity equipment/fitings.
7. Electrical motor on water tank.

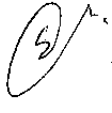
ANNEXURE-G

Plumbing	Concealed plumbing in G.I. Toilet- Concrete door frame with Flush Door, antiskid Flooring with door height dado. Plumbing fitting in good quality. (Jaguar or Equivalent).
Painting	Internal - Oil bond distemper paint. External - Premium quality emulsion Paint (Asian/Nerolac or Equivalent).
Lift	Quality Lift for vertical circulation in Flated Building (Kazi or Equivalent)
Internal Wiring	Grate White or Equivalent
Switches	Grate White or Equivalent

ANNEXURE-D

List of documents provided to the purchaser.

Sr. No.	DESCRIPTION OF THE PROPERTY DOCUMENTS GIVEN BY THE PROMOTER/VENDOR TO THE FLAT PURCHASER.
1.	7/12 Extract of Gut No.26/1, Situated at Himayatnagar,Abad issued by the concern Talathi.
2.	Registered Sale Deed bearing No.4459-2020,Dtd.22/10/2020,executed by Sakshi Builders Through its Partners Mr.Sambhaji Ramkrishna Atkare with respect to Admeasuring 9 R (900.00 Sq Mtr) of Gut No.26/1,Situated at Himayat nagar,Tq. & Dist. Aurangabad.
3.	AND WHEREAS N.A. Order J.K.No.2021/NAP-34/AKRUSHI/Situated Himayat Nagar,Ta.Aurangabad/PRA.KRA 20/21,Sub Divisional Magistrate Office, Aurangabad.has been issued by the Sub Divisional Magistrate, Aurangabad, in favour of original land owner Sakshi Builders Through its Partner Mr.Sambhaji Ramkrishna Atkare in respect of land admeasuring 900.00 Sq.Mtrs.,Gut No.26/1,Situated at Himayat nagar,Taluka and District Aurangabad.
4.	Commencement Certificate bearing Permission No.444/2020-21,File No-266-17/2020-21,Date-30/03/2021,issued by the Municipal Corporation Aurangabad in the name of Sakshi Builders Through its Partners Mr.Sambhaji Ramkrishna Atkare with respect to the land,Gut No.26/1,Situated at Himayat nagar,Tq. & Dist. Aurangabad.
5.	Approved Map of Construction, issued by the Dy. Engineer, Town Planning, Municipal Corporation, Aurangabad, in the name of Sakshi Builders Through its Partners Mr.Sambhaji Ramkrishna Atkare And other, with respect to the land Gut No.26/1,Situated at Himayat nagar,Tq. & Dist. Aurangabad.
6.	Registered Deed of Declaration bearing No. , Dtd. /06/2021,Executed by Sakshi Builders Through its Partners Mr.Arjun Ramkrishna Atkare And other,with respect to the land admeasuring 900.00 Sq Mtr,of Gut No.26/1,Situated at Himayat nagar,Tq. & Dist. Aurangabad.
The photocopy of above referred Project Documents from Sr. No. 1 to 6, are handed over by the promoter/vendor to the purchaser & has acknowledged the same.	
Name of the Purchaser	
Signatures	
1.	
2.	

Promoter		
		
Signature	L.H. Thumb Impression	Photograph
M/s.Sakshi Builders Through its Partners Mr.Sambhaji Ramkrishna Atkare		

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/s		
Signature	L.H. Thumb Impression	Photograph

Witness:-

1) Mr.

Age:- Occ:-

At.

2)Mr.

Age:- Occ:-

At.